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THIS AGREEMENT made this twenty-second day of January, 2013 by and between the superintendent of schools of the Livonia Central School District, on behalf of the Board of education of the Livonia Central School District, hereinafter referred to as The "Board", and the Livonia Teachers Association, hereinafter referred to as the "Association."

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement. Therefore, negotiation on any item will be opened only upon mutual consent of both parties until such time as a new contract is being negotiated.

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing additional funds thereof shall not become effective until the appropriate legislative body has given its approval."

Now, therefore, it is mutually agreed as follows:

ARTICLE I

Section 1.01 Recognition

The Board recognizes the Association as the "exclusive" bargaining agent for all registered nurses and certified personnel, except school administration which is composed of the superintendent of schools, building principals, school business administrator, director of student services, curriculum coordinator, assistant principal(s), athletic director, and administrative assistant(s). The use of the term "teacher" shall mean "certified personnel," excluding teaching assistants, in all articles of this agreement. The use of the term "member" shall mean all personnel in the job titles recognized as represented by the Association in this section 1.01. Such recognition shall extend to the maximum period allowed by law. As exclusive bargaining agent, the Association recognizes its responsibility in most strongly urging compliance by all members with the terms of this agreement.

Before the Board adopts a change in policy which affects wages, hours, work force, or any other condition of employment which is not covered by the terms of this contract and which has not been proposed by the Association, the Board will notify the Association that it is considering such a change.

Section 1.01 Recognition (continued)

Provided the Association files such a request with the Board within ten (10) workdays after receipt of such notice, the Board will meet with representatives of the Association. The Association may present its views on the proposed policy(s) to the Board at this meeting. It is the intent of this clause to provide the Association with an opportunity to express its opinions which will not be binding on the Board. Such policy shall not be adopted until the regular Board meeting following the notification to the Association.

ARTICLE II

Section 2.01 Dues Check off and Authorization

Upon the written request of a member, on the form provided by the Association, the Board will deduct from the salary of the member such amounts for membership dues as indicated by the executive council and said sums shall be promptly transmitted to the Association. Deductions will be made in equal installments beginning with the third pay period of the year and ending with the first pay period in June.

The Board shall deduct an agency fee each pay period from all non-members of the Association represented by the bargaining unit. The Association shall notify the Board annually of the amount of the agency fee to be deducted. The method of deduction shall be the same as in paragraph one and shall pertain to all non-members subject to the agency fee, as long as this law remains in effect.

Written requests, on the proper form, must be submitted to the school business administrator no later than twelve (12) working days prior to the date of the third pay period of the year.

Authorization submitted at least two (2) weeks prior to any regularly scheduled pay period shall be honored and deductions shall be made for the balance of the scheduled deduction period.

The Board will provide payroll deduction for those members of the Association desiring to participate in the Genesee Valley Teachers' Association Federal Credit Union.

Section 2.02 Salary Deposit

Upon written request of the member, the District will direct deposit that member's wages to the bank of their choice upon receipt of the necessary routing number and other information required for such a deposit. Should the District no longer be able to provide this service with any one of these banking institutions, due to the imposition of fees and/or other reasons, the Association will be promptly notified. If necessary, a suitable alternative bank will be jointly sought.

Section 2.03 NYSUT Benefit Trust

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

ARTICLE III

Section 3.01 Extra and Co-Curricular Activities

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

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

Payments for extra-duty assignments can be spread over the last five paychecks of the school year (except coaching salaries) or paid in a separate check at the end of the extra-duty assignment.

Section 3.02 Notification

A teacher who holds an appointment as a coach or advisor during any school year and who will not be reappointed to that position for the following school year shall be notified of that fact in writing no later than three (3) months prior to the start of the season. Any teacher not reappointed to a position shall be given the right to a review procedure. The Superintendent, principal and an LTA representative will meet to consider the specific reasons. The Superintendent would make the final decision regarding recommendation to the Board of Education.

Section 3.03 School Functions

Members will be allowed to attend all school-sponsored functions without paying admission costs. This includes, but is not limited to, sports events and student productions.

ARTICLE IV

Section 4.01 Salaries

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

Section 4.02 Method of Payment

Members will be paid on alternate Fridays in accordance with such rules and regulations as provided by the New York State Department of Audit and Control. All members will receive half of their regular paycheck on the first Friday after their return to school in September. The second half of their regular paycheck will be provided on the first regularly scheduled payday. Only mandatory deductions will be reduced from these half-pays. Voluntary deductions will commence on the second regularly scheduled payday for the school year. If a scheduled Friday pay date falls when school is not in session, the school District will have two options as to the method of payment.

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

OR

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

1. Picking up their check in the Business Office between 8:00 AM and 12:00 noon on that Friday.
2. Having the check deposited by the Business Office at the post office by noon on Thursday for mailing to the member's home. If the Thursday is a holiday when the Business Office is closed, the checks will be mailed on Wednesday.
3. Having the check placed in their school mailbox for pickup when the member returns.

Section 4.02 Method of Payment (continued)

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

Members may elect to be paid on a ten (10) or twelve (12) month basis. When a 12-month basis is elected the final paycheck issued in June will include the amounts that would ordinarily be paid during the months of July and August. The business office will provide a payroll date schedule.

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

Section 4.03 Tax Sheltered Annuities

The District will utilize Omni Financial Services to administer the 403 (B) Plans (tax-sheltered annuities) on behalf of employees of the District. This shall not result in a charge to employees who have chosen a tax-sheltered annuity. The District may, in providing the availability of tax-sheltered annuity plans to employees, make such adjustments as are necessary to comply with Internal Revenue Service laws and regulations. To be eligible to provide tax-sheltered annuities to District employees, vendors must sign the District's Vendor Agreement.

Beginning July 2013, LTA members who wish to enroll in a 403B account will need to choose from the list of the Preferred Providers Program through Omni. All those members with 403b accounts that have been administered through Omni Financial Services with the District prior to July 2013 will be able to continue those accounts regardless of whether the accounts are on the list of Preferred Providers.

ARTICLE V

Section 5.01 Sick Leave

Teachers and registered nurses will be granted fifteen (15) sick days per year. Up to twelve (12) days each year may be used for immediate family illness. Immediate family will be defined as spouse, children, brothers, sisters, mother, father, and in-laws. Under extraordinary circumstances, as determined by the superintendent, 20% of a teacher's/registered nurse's accumulated sick leave may be used for family illness.

Up to twelve (12) days each year may be used for immediate family funerals. Immediate family will be defined as spouse, children, brothers, sisters, mother, father, grandparents, grandchildren, and in-laws. A teacher or RN may use up to two (2) days each year for funerals of the teacher's or RN's aunt, uncle, niece and nephew or of a non-relative living in the teacher's or RN's household. Other funeral days may be granted at the discretion of the superintendent.

Procedures for applying for sick leave for funerals will be as stated in the Staff Handbook. All days taken will be deducted from the fifteen (15) allowed each year.

Teachers and registered nurses will be granted three personal days in addition to the fifteen (15) sick days allotted. Procedures for applying for personal leave will be as stated in Section 5.04. All days taken will be deducted from the three (3) allowed each year. Up to two (2) additional personal days may be granted, in extraordinary circumstances, in the non-reviewable discretion of the Superintendent.

Days not taken as sick leave or personal days may be accumulated up to a maximum of two hundred thirty (230) days for the purpose of personal sickness only. If a teacher or registered nurse reaches his/her maximum limit and has a period of sickness, days will be deducted from the fifteen (15) s/he ordinarily would have accumulated for the current year first.

Monetary payment for accrued sick leave as stated in Section 5.03 has a ceiling of two hundred (200) sick days.

Section 5.02 Notification

Teachers and registered nurses will be notified of the amount of their accumulated sick leave in September, individually and in writing. This number will include the balance of last year's total, plus unused personal days, plus the fifteen (15) days for the current school year. The three (3) personal days for the current year will not be included.

Section 5.03 Payments for Unused Sick Leave

To receive any benefits under this section, the teacher or registered nurse must notify the District in writing of their retirement by January 5 preceding the retirement at the end of that school year. Upon written notice to the Board, as outlined in paragraph (1) of this section, a teacher retiring from the District with at least twenty (20) years of service in New York State; or a teacher or registered nurse leaving employment after twenty (20) years of District service, shall receive payment in the amount of \$40.00 for each day of unused sick leave that is credited to the teacher or registered at time of leaving. Said payments shall be made solely in the form of an employer non-elective contribution to the teacher's approved IRC 403(b) account pursuant to Internal Revenue Code Section 403(b) and the applicable regulations. No cash or other form of compensation shall be available.

The District will waive the notice period for those teachers and registered nurses forced into retirement or forced to leave teaching by an unexpected physical disability of the teacher/registered nurse or spouse. In the event of a pre-retirement death, the teacher's or registered nurse's beneficiary will receive payment for the teacher's or registered nurse's accumulated sick days at the rate of \$40.00 per day.

A teacher or registered nurse may opt for the following health insurance in retirement benefit instead of receiving the employer non-elective IRC 403 (b) contribution for unused sick days. In consideration of services and in lieu of unused sick leave, teachers retiring will receive health insurance benefits to the extent of coverage provided during the last year of employment according to the following scale:

<u>Years of Service In District</u>	<u>Sick Leave Days</u>	<u>District's %</u>	<u>Teacher/RN %</u>
27	200	100	0
22	200	75	25
10	150	60	40

For a teacher or registered nurse receiving 100% coverage, the District will assume all premium increases; in all other cases, the teacher or registered nurse will assume increases in coverage at the contribution rate at retirement. The health insurance in retirement benefit will continue up to the time Medicare coverage takes over for the retired teacher or registered nurse. Teachers or registered nurses who have accumulated more than the required days will receive \$40.00 for each excess day. Said payments shall be made solely in the form of an employer non-elective contribution to the teacher's approved IRC 403(b) account pursuant to Internal Revenue Code Section 403(b) and the applicable regulations. No cash or other form of compensation shall be available.

Section 5.03 Payments for Unused Sick Leave (continued)

The accumulated sick days requirement may be waived if a teacher's or registered nurse's attendance record has been exceptional and a major illness or accident has resulted in that teacher's or registered nurse's accumulated sick days falling below a required amount for an employee benefit. A committee of three (3) teachers or registered nurses appointed by the Association president and two (2) administrators appointed by the superintendent (representing management), will be formed at the teacher's or registered nurse's request. This committee will review the teacher's or registered nurse's attendance records and decide if that teacher or registered nurse qualifies for the waiver of accumulated sick days. There must be consensus agreement between the teachers/registered nurses on the committee and school administrators representing management before a waiver decision can be rendered. The committee's decision shall be final and non-grievable.

For teachers and registered nurses hired on or after July 1, 2005 who meet the requirements set forth in this section, 5.03 and who elect the health insurance in retirement option in lieu of payment for unused sick leave at retirement, the District will provide a single policy of health insurance.

Section 5.04 Procedure for Obtaining Personal Leave

Request for personal leave, granted under Section 5.01 or Section 25.22, shall be made in writing on a form obtained from the building principal. That said request must be made at least two (2) days prior to the leave and state the reason and date of absence. If the reason is considered highly personal by the member, the reason may be stated as "personal", with no further clarification required. In the event of an emergency, the two-day prior notice may be waived by the superintendent. Personal leave immediately following or preceding a school holiday or vacation will be granted at the discretion of the superintendent, and such permission will be based upon circumstances of unusual and unavoidable nature.

Section 5.05 Family and Medical Leave

Family and medical leaves shall be granted under the provisions of the federal law known as the Family and Medical Leave Act of 1993 (S.5/HR.1).

In addition, medical leaves of absence will be granted to tenured teachers, or registered nurses with at least two years experience within the District, when requested by the teacher or registered nurse, and when such request is accompanied by an official recommendation of a licensed physician. Medical leave shall be granted for a period of up to two years. Unused sick leave may be applied to the medical leave. The Board may, at its expense, require a physical examination by a medical doctor of the Board's choice. Hospitalization insurance coverage for a teacher or registered nurse on medical leave may continue on a 50-50 basis during such leave.

Section 5.06 Parental Leave

A parental leave will be granted upon the request of the teacher or registered nurse.

A teacher or registered nurse who is pregnant shall notify the superintendent, in writing, no later than the fifth month of pregnancy setting forth the expected date of confinement and whether or not she expects to request a parental leave. The teacher or registered nurse may work as long as her physician certifies her capable of performing her duties. The Board shall have the right to request updated medical reports, but no more than one such report every 30 days, and, upon request, the teacher or registered nurse shall execute a medical release.

The parental leave shall be without pay or accumulation of other benefits. A teacher or registered nurse who takes a parental leave and has worked ninety two (92) or more days during the school year the leave is taken, will be awarded the full salary increase upon returning to work. A teacher or registered nurse who takes a parental leave and has worked ninety one (91) days or less during the school year the leave is taken will be awarded one-half the salary increase upon returning to work.

The length of the parental leave shall not exceed the balance of the year in which it is granted, plus one additional school year. The teacher or registered nurse must notify the superintendent of his/her intention to return to work at least sixty (60) days prior to the end of his/her leave or before 75% of the leave has expired, whichever is the shortest period of time. If the teacher or registered nurse desires to terminate his/her leave earlier than scheduled, s/he must notify the superintendent sixty (60) days prior to returning to work. The 60-day notice may be waived by the superintendent given unusual circumstances. Final decision rests with the superintendent.

Parental leave shall be defined as leave to care of and/or nurture a dependent minor child. Both male and female teachers and registered nurses are eligible for parental leave. This leave may be taken at any time during the child's minority.

Any or all accumulated sick days may be applied to the parental leave. The teacher or registered nurse will notify the business office, prior to the commencement of the leave, of the number of sick days s/he wishes to apply to the leave. Sick days may be applied beginning with the first day of school in September.

Once the teacher or registered nurse has used all the sick days s/he indicated at the beginning of the leave, the twelve (12) weeks of medical coverage outlined in the Family and Medical Leave Act of 1993 shall commence. Upon the conclusion of the twelve (12) week period, the teacher or registered nurse shall begin to pay fifty (50) percent of the premium for health care coverage if they choose to maintain said coverage.

Section 5.07 Sabbatical Leave

Teachers who have served at least seven (7) years in the District shall, upon recommendation of a committee consisting of the superintendent, building principal, and two (2) Association members and with the approval of the Board, be granted leave of absence for the purpose of study, professional development or travel upon the following conditions:

1. Applicants must file with the superintendent a statement of the definite purpose of which such leave is desired. This statement must include the fully accredited college or university at which the individual is to study, the professional development strand to be pursued, or the extent and purpose of travel and how it will relate to that person's certification areas. Such statement must meet with the approval of the Board. Persons awarded a travel sabbatical are required to submit a written report to the Board following their travel, and the report will detail all activities and dates making up the sabbatical period. A professional development portfolio is required when the leave is for professional growth. This must be done as a verification of the individual's full qualification of the salary provision. Application for sabbatical leave must be submitted to the superintendent four (4) months prior to the intended start of the leave.
2. Applicants must file with the Board a written agreement to remain in the service of the District for three (3) years after the expiration of such leave or in case of resignation within the three (3) years, to refund the District such proportionate amount of the salary paid during the leave of absence as the unexpired portion of three (3) years shall dictate.
3. Such leave shall be granted for one (1) full year or one-half year. Teachers taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.
4. Teachers on sabbatical leave for the full year shall receive one-half of their current salary for the full year. Teachers on sabbatical leave for purposes of travel for one-half year will receive one-third of the year's beginning teacher's salary. Teachers on sabbatical leave for college/university purposes or for professional development strand for one-half year will receive one-half of the year's beginning teacher salary.
5. No more than two (2) teachers shall be granted a sabbatical leave in any given year.
6. Insurance coverage will continue during a sabbatical period on a 50-50 basis.
7. Seniority accrues during the sabbatical.

Section 5.07 Sabbatical Leave (continued)

8. A teacher on sabbatical leave will notify the District of his/her intention to return to work at least sixty (60) days prior to the end of the sabbatical leave. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.

It is understood that economic factors could prevent the granting of sabbatical leaves.

Section 5.08 Leave of Absence

A teacher or registered nurse may apply for a leave of absence without pay and without loss of salary level for a period of time not to exceed one year. This leave may be granted for such reasons as, but not limited to, study, travel, exchange teaching, public or political service, or Association business. Applications for such leave must be made no later than sixty (60) days prior to the start of the desired leave. The superintendent shall forward the request, together with his recommendation, to the Board.

The Board in its sole discretion shall grant or deny such leave, without pay, salary advancement, fringe benefits, or accumulation of seniority. During such leave the teacher may continue his/her membership in the group health insurance at his/her own expense, upon payment of premiums in advance, monthly or quarterly.

The teacher or registered nurse must notify the superintendent of his/her intention to return to work at least sixty (60) days prior to the end of his/her leave or before 75% of the leave is expired, whichever is the shorter time period. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.

Section 5.09 Sick Leave Bank

The District shall establish a sick leave bank with the intent of protecting members from financial burden due to serious illness or injury.

Each returning non-enrolled member of the bargaining unit shall have the opportunity to enroll in the sick leave bank by filing a signed authorization statement with the Business Office no later than October 1 of each year.

Section 5.09 Sick Leave Bank (continued)

All newly hired teaching assistants shall, during their first year of employment only, receive thirteen (13) leave days (see Section 25.14) and an additional two (2) leave days which shall be deposited directly into the sick bank. If that member does not wish to participate in the sick day bank, s/he must submit this request in writing to the Business Office within the first thirty (30) days of employment. If participation in the sick bank is declined, the two (2) days shall be credited to the member as sick days (or leave days under section 25.14 in the case of a teaching assistant).

At no time shall the number of days held in the bank exceed twice the number of members in the bargaining unit. A member who elects to enroll shall contribute two (2) days during their first year of participation. When the number of days falls below one-half the maximum allowable, participating members will have one (1) sick day automatically deducted from their accumulated leave to continue their participation in the Sick Bank. If a member does not wish to continue his/her participation in the Sick Bank, they must opt out in writing at this time. Days not used will be carried to the following year. Any member who has reached his/her limit of two hundred thirty (230) accumulated sick days may contribute up to three (3) sick days per year to the sick bank.

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the enrollee must have been absent for ten (10) days prior to the commencement of the sick leave bank benefits. Exceptions to this rule will be decided on mutually by the committee and the superintendent.

Upon retirement, a teacher or registered nurse may withdraw days contributed to the sick leave bank for payment under Section 5.03, if that person has not used the sick leave bank.

A committee consisting of four (4) members appointed by the Association president and two (2) individuals appointed by the superintendent shall administer the bank. The committee shall establish procedures for applying to and contributing days to the sick bank. The Association president will appoint the committee chairperson. Committee members shall serve a two-year term and are not eligible for re-election until two additional years have elapsed.

The enrollee must, upon the request of the committee, submit to the committee suitable written verification by the enrollee's attending physician of his/her medical condition. The committee may in unusual circumstance request additional contributions during the school year.

ARTICLE VI

Section 6.01 Layoff

In the event of layoff, the Board will make three (3) monthly payments of premiums for the health insurance then in effect.

Section 6.02 Retirement Incentive

1. Teachers and registered nurses who retire from the District with at least ten (10) years of service in the District and in their first year of eligibility to retire into the NYS Teachers' Retirement System or the NYS Employees' Retirement System without penalty or reduction of benefits will receive:
 - a. Payment in the amount of \$30,000 to be made in \$10,000 installments in each of the three years immediately following the teacher's or registered nurse's retirement. Said payments shall be made solely in the form of an employer non-elective contribution to the teacher's or registered nurse's approved IRC 403(b) account pursuant to Internal Revenue Code Section 403(b) and the applicable regulations. No cash or other form of compensation shall be available. However, should the retiring teacher or registered nurse be deceased prior to receiving any of the remaining payments, such payment will be paid in cash to the estate of the deceased.
 - b. Health insurance coverage in retirement under the District's health insurance plan. The District will pay 100% of the premium for such coverage. Such coverage shall continue up until the time that Medicare coverage takes over for the retired teacher or registered nurse.
2. To be eligible for this retirement incentive, the teacher or registered nurse must, by January 5 of the year of retirement (February 1 for 2012-13 only), provide the District with an irrevocable letter of resignation for retirement purposes with an effective date on or between June 30 and August 31.
3. For teachers and registered nurses hired on or after July 1, 2005 who meet the requirements set forth in this section 6.02 the District will provide a single policy of health insurance under the conditions set forth above. Teachers and registered nurses hired prior to July 1, 2005 who meet the conditions set forth in this section 6.02 are eligible for a family policy of health insurance coverage under the conditions set forth above.
4. Teachers and registered nurses who retire under this section are not eligible for the health insurance in retirement benefit option set forth in section 5.03 of this contract.

Section 6.02 Retirement Incentive (continued)

5. Teachers and registered nurses who are otherwise eligible for this incentive but are beyond their first year of eligibility to retire without penalty or reduction in benefits into the NYS Teachers' Retirement System or the NYS Employee's Retirement System, shall have a one-time opportunity to avail themselves of this retirement incentive in the 2012-13 school year. To take this retirement incentive, such teacher or registered nurse must meet all the other terms and conditions of this section 6.02, including but not limited to the requirement that the teacher or registered nurse must by February 1, 2013 submit an irrevocable letter of resignation for purposes of retirement with an effective date on or between June 30, 2013 and August 31, 2013. This paragraph shall sunset and expire on August 31, 2013.
6. The retiring teacher or registered nurse must provide the District with satisfactory proof that they are retiring in their first year of eligibility to retire into the NYSTRS or the NYSERS without penalty or reduction of benefits (e.g., an Annual Member Benefit Profile from NYSTRS or NYSERS).
7. Teachers and registered nurses are responsible for knowing when they are first eligible to retire without penalty or reduction of benefits into the NYSTRS or the NYSERS. The District assumes no liability or responsibility for a teacher's or registered nurse's failure to comply with the terms of this Section 6.02.

ARTICLE VII

Section 7.01 Health Insurance

Until July 1, 2013, Section 7.01 applies only to teachers and registered nurses. Health insurance benefits for teaching assistants are addressed in sections 25.19 – 25.22 until July 1, 2013.

1. The District will provide health insurance coverage through the following plans:
 - ♦ The Genesee Area Healthcare Plan (hereinafter called the "plan") with the plan's prescription benefit – currently \$5/10/25. The plan that shall be provided shall be the basic plan of the Genesee Area Healthcare Plan.
 - ♦ The Blue Point 2 plan with the \$5/15/30 prescription plan.
 - ♦ The Blue Point 2 Value plan with the \$10/25/40 prescription plan
 - ♦ Healthy Blue High Deductible Plan
2. All plans will include chiropractic coverage/rider and vision coverage. Representatives of the plans will be scheduled for information presentations before May 1st of each year and give the presentations between May 1st and May 25th (pending representative availability).

Section 7.01 Health Insurance (continued)

3. If for any reason the plan ceases to exist, the District then will provide coverage equal to or better than the plan coverage, within a reasonable cost, in existence at the time of termination for current employees or retirees.
4. If the District terminates its participation, the District will be required to provide coverage equal to or better than the plan coverage in existence at the time of termination for current employees or retirees.
5. The self-funding program will include provisions for a prescription rider, vision rider, and student dependent rider.
6. The plan document is herein incorporated by reference.
7. Any complaints under the plan with respect to its interpretation or application must be processed through the claim review procedure set forth in the plan document. If the matter is not settled to the employee's satisfaction and the plan document does not provide for arbitration of such dispute, then within thirty (30) days of the written answer from the governing committee of the plan, the Association may submit the issue directly to binding arbitration. The Association and the District agree that such binding arbitration should only be before an arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies and is familiar with the rights of covered individuals and the responsibilities of the insurance provider. The plan administrator will furnish the Association with all pertinent data related to the dispute subject to the provisions of #8 of this section.
8. All data obtained by the plan administrator with respect to insurance claims shall be considered confidential and shall be disbursed to persons involved or connected with the plan strictly on a need to know basis and such information shall be utilized for no other purpose than is necessary for the administration of the plan and the payment of claims. Any health data obtained by the plan may not be used to discipline or dismiss an employee. Any health data records may not be released to anyone unless authorized in writing by the individual member.
9. Any employee who leaves the employment of the District or whose services are terminated shall have the right to continue participation in the District's insurance program at their expense, for a period of eighteen (18) months. (COBRA)

Section 7.01 Health Insurance (continued)

10. A new teacher or registered nurse must submit to the business office, within thirty (30) days of employment, his/her declaration of intention to enroll. Failure to apply within thirty (30) days of employment may prevent current enrollment and will automatically relieve the Board of its responsibilities for coverage. No waiting period for coverage of preexisting conditions will be imposed if the employee enrolls in the plan. A current employee may reconsider and join the plan at a later date by notifying the employer, in writing, of his/her desire of coverage. Coverage under the plan will commence on the first day of the month following the employer's receipt of the request for coverage. A teacher or registered nurse who terminates health insurance during the school year may not enroll in any District health insurance plans until the following school year unless the teacher or registered nurse presents evidence of loss of health insurance coverage due to circumstances beyond the control of the teacher or registered nurse (example: divorce, layoff of spouse). Re-enrollment will be in accordance with the provider's plan.
11. A teacher or registered nurse whose spouse works for the same District or another school District participating in the plan may enroll in the plan with no lapse in coverage if their spouse's coverage ceases for any reason. In no event shall there be double coverage in the plan.
12. The Genesee Area Health Care Plan Board member from Livonia shall be a teacher or registered nurse appointed by the District, if possible.
13. Any change in marital status, family status, or death of a spouse must be reported to the business office so the insurance carrier may be notified.
14. The teacher or registered nurse is entitled to health insurance coverage through the last month of active employment.
15. The spouse of an employee who has coverage in another medical plan will have that plan considered primary as to their individual or family coverage. The Board plan will only pay in excess of other collectible health insurance plans.
16. In the event of a teacher's or registered nurse's death while employed by Livonia Central School, the surviving spouse has the right to continue coverage under the plan at his/her own expense.
17. In the event the self-funded health care program proves to be poorly administered and many teachers/registered nurses are dissatisfied with the plan because of that, the Board will negotiate with the Association a different health care plan, providing two-thirds of the faculty members of the health plan desire a change. To determine two-thirds of health care members, the Board and Association will conduct a vote via secret ballot.

Section 7.01 Health Insurance (continued)

18. The District will have the option of moving to Blue Cross/Blue Shield health care coverage for members of the Association, providing the coverage is comparable to existing health care coverage and the Association leadership is given an opportunity to assess the comparability before a change is made. In the event the Association does not deem the coverage comparable and equal, the current health care coverage will remain in effect.
19. Full-time teachers and RN participants in the GAHP and Blue Point 2 plan health care products will pay 15% percent of the premium cost.
20. Part-time teachers and RNs will pay 40% of premium costs on all parts of the health insurance program.
22. If no successor agreement is negotiated as of July 1, 2016, the health insurance contribution amount will be frozen for teachers and registered nurses; if a retroactive wage increase is granted, there shall be retroactive application of any health insurance contribution by the teacher or registered nurse.
23. A 125 flex benefit plan shall be made available to teachers and registered nurses.

Note: If you enroll in the High Deductible Plan, the 125 plan may not be used until the deductible for the calendar year has been exhausted. After the deductible has been met, you may only use the 125 plan for dental and vision coverage.
24. The District shall contribute \$450 annually for each full time teacher and full-time registered nurse into a 105 plan.
Note: If you enroll in the High Deductible Plan, the 105 plan may not be used until the deductible for the year has been exhausted.
25. The District shall contribute the agreed upon allocation for each full-time teacher and registered nurse into a 105 Plan for as long as such plans are permitted by the IRS Code. Such contributions shall be made in two equal installments on the workday nearest October 15 and February 15 for teachers and registered nurses actively working or on paid leave on that date. Retirees will have five year(s) after their retirement to utilize any remaining balance in their 105 plan account.
26. If either the Genesee Area Healthcare Plan, Healthy Blue High Deductible, or the NMCMSD Blue Point 2 Plans should no longer be available or should either plans' benefits or premiums change significantly such that they are no longer acceptable to the LTA and the District, a committee consisting of LTA members and administrators shall be formed to evaluate and recommend a replacement healthcare plan.

Section 7.01 Health Insurance (continued)

27. For any eligible teacher or registered nurse who has been appointed to begin employment after July 1, 2013, the following is to apply:

- a. The District agrees to pay eighty-five percent (85%) of the cost of the Genesee Area Healthcare Plan High Deductible Option for as long as so offered by the plan and the employee shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck. The District will also contribute 100% of the \$2600 deductible annually for a family plan and \$1300 deductible annually for a single plan to an HSA account designated for the employee.
- b. After two years of employment as a teacher or registered nurse or at the end of this contract, whichever comes first, the employee will have the same Health Care options as eligible teachers or registered nurses hired prior to July 1, 2013. This means that the teacher or registered nurse will be eligible to choose from any plans offered under #1 above.

*Note: Since the plan year begins January 1 and runs the calendar year, the District will contribute the deductible on an annual basis with half on September 1 and the other half on January 2. For example, if the teacher or registered nurse is hired on October 15, the first contribution by the District towards the deductible will be on January 2.

28. Beginning on July 1, 2013, the language in Section 7.01 will apply to all members. However, Teaching Assistants will receive 85% of Blue Point 2 or GAHP (whichever is lower) to apply to any District health plan except for the High Deductible Plan.

Section 7.02 Dental Insurance

Teachers and registered nurses who choose the Blue Cross/Blue Shield Smile Saver IV Dental Plan for the dental insurance will pay 15% of the premium cost.

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

Beginning on July 1, 2013 the language in Section 7.02 will apply to all members.

Section 7.03 Health Plan Options

If teachers or registered nurses choose not to receive all or some of the health plan benefits, they need to do so by July 1 of each school year. If they choose to do this, they will be given salary increases according to the following schedule. These monies will be a yearly addition to their regular salary. Monies will be paid by the District no later than the end of the first semester.

Option

Receives no health benefits (No health or dental)	\$1300
Receives only dental benefits (No health)	950

Beginning on July 1, 2013, the language in Section 7.03 will apply to all members.

ARTICLE VIII

Section 8.01 Jury Duty

Members receiving notice for jury duty should report same to the District office on the day the notice is received. In the event a suitable substitute is not available, the member will apply to the court to be excused from jury duty. Members who are required to report for jury duty shall be paid their full salary.

Section 8.02 Court Appearances

When a member is subpoenaed to appear in court as a witness and not as the plaintiff or the person against whom charges are being filed, those days will be granted with full pay and not deducted from personal or sick days. A copy of the subpoena will be filed at the District office.

ARTICLE IX

Section 9.01 School Year

Teachers, except school counselors and school psychologists, will not be required to work more than one hundred eighty-six (186) days during the school year. Registered nurses and school counselors may, at the request of the building principals, be required to work in excess of 186 days. Registered nurses will be compensated at a per-diem rate for up to five (5) days. School counselors will be compensated at a per-diem rate for up to twelve (12) days. School Psychologists will not be required to work more than 210 days during the calendar year.

In the event that the District closes the campus because of inclement weather or some other emergency situation, teachers will not be required to report or will be permitted to leave after students have been transported home. Days will only be added to the school calendar if needed to meet minimal NY State Education Department requirements for student attendance.

In the event New York State mandates a school year that extends beyond 186 days, teachers will be compensated at the rate of 1/186 of their annual salary for each day beyond 186.

The school District will have the option of scheduling up to three (3) staff development days beyond the 186 work days. The days will consist of five (5) hours of staff development activities. A teacher committee working with the superintendent will set the agenda. Committee duties will include setting dates and times for staff development workshops. Staff development days will be scheduled at least thirty (30) days in advance with notice being sent to the teaching staff at that time. All staff development activities will fall within the student calendar. All teachers K-12 will be involved equitably. A formal evaluation at the close of each staff development day will be conducted by the superintendent with results being forwarded to all members of the teaching staff. Payment to teachers for these days will be \$90.00 per teacher per day.

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

Section 9.02 Planning Day

One day will be provided in the school calendar at, or near, the close of the first semester for a teacher planning day. All teachers and registered nurses will be present on this day with all students excused. The planning day will consist of professional activities mutually agreed upon by the superintendent and the Association. Any one-half day teacher work sessions scheduled will be planned jointly by the Association and the superintendent.

ARTICLE X

Section 10.01 Daily Work Schedule

Teachers and registered nurses will be on duty for seven (7) hours and fifteen (15) minutes each day. The arrival and departure hours for conference days will be determined by the superintendent. If the arrival and departure times are significantly different (more than one hour) from the usual arrival and departure times, such times will be mutually agreed upon by the superintendent and the Association. Members will be permitted to leave the building during the regular school day only with the approval of the building principal or his/her deputy.

Elementary Teachers Beginning with 2012-13, each elementary teacher will be provided with a thirty (30) minute duty free lunch, a twenty minute planning period at the start of each student workday*, and at least thirty-five (35) minutes of planning during each student day.

Secondary teachers will be assigned the equivalent of five (5) instructional assignments and one (1) supervisory duty each day (5+1). An instructional assignment shall be defined as a designated period of time when a teacher is engaged in teaching one or more students any state curriculum, local curriculum, 504 plan goals, AIS, or IEP goals and objectives. Upon mutual agreement and written consent, a secondary teacher may have six (6) periods of instruction and no (0) supervisory duty each day (6+0). There are no circumstances where a secondary teacher may be assigned to seven (7) periods of instruction. Supervisory duty shall be defined as a designated, non-instructional period of time a teacher is observing, overseeing or mentoring one or more students. It is also to be noted that a lunch duty will be considered one (1) supervisory duty.

* Note that with the introduction of morning planning time for Elementary teachers, monthly grade/department level and faculty meetings will be held outside the school day.

In addition to a supervisory duty, a classroom teacher may be assigned homeroom supervision under one of the following options (these options cannot be combined in a school year and schedule should be the same for all teachers for the same school year):

1. As a teacher supervised daily organizational period not to exceed ten (10) minutes a day.

-OR-

2. As a teacher supervised period greater than ten (10) minutes but not to exceed twenty (20) minutes a day for no more than 16 school days in a school year. Building administrators will be responsible for providing plans, organization and materials for any activity during such period.

Section 10.01 Daily Work Schedule (Continued)

In such instances that the secondary school's master student/teacher schedule reflects the need to utilize the supervisory services of secondary classroom teachers already assigned to a 5+1 or 6+0 configuration, the principal may be required to utilize teachers for an additional supervisory duty. Those receiving such additional assignments will have confirmed their willingness to do so with written consent. They will receive a stipend as per Appendix B of this contract.

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

Section 10.02 Parent/Teacher Conferences

Teachers should be available for consultation with parents or students following the end of the regularly scheduled classes each day. The teacher/parent communication program will include a maximum of four (4) evening sessions at which all teachers will be available for consultation with parents. Two half day sessions each semester will be designated for parent/teacher conferences for grades Pre-K through six. If, to accommodate parent schedules, teachers set conferences outside of the designated times, the principal may grant flex time to be used on the second half day.

Section 10.03 Department and Grade Level Chairpersons

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

Section 10.04 Association Business

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

The president of the Association, or his/her designee, will be granted three (3) days off during the school year to conduct Association business without loss of pay. However, the Association will reimburse the District for the salary paid to the substitute. Notification for days off will be given to the superintendent, in writing, in advance, by the Association president.

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

Section 10.05 Notification of Teacher Assignment

Teachers being transferred to another grade/building within their certification area will be notified by May 1 of any given school year. The May 1 notice to employees refers to the succeeding school year staff assignments. This requirement will be waived in the event of a late resignation, approved leaves, long-term illness/injury, or death.

Section 10.06 On-Line Courses

All on-line/electronic courses with an initial enrollment of 15 or more will be taught by a Livonia teacher as one of that teacher's instructional assignments. Credit recovery is permissible for students who have already attended but failed or are failing the equivalent Livonia course.

ARTICLE XI

Section 11.01 Personnel Files

Members will have the right, at reasonable times and upon request, to examine the contents of their personnel file and make copies of documents contained therein, except that this right shall not extend to confidential placement folders, recommendations, and references.

No material derogatory to a member's conduct, service, character, or personality will be placed in his or her personnel file unless the member has had an opportunity to review such materials. The member will acknowledge that s/he has had such opportunity by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent and attached to the file copy.

ARTICLE XII

Section 12.01 Professional Improvement

If graduate hours are used for salary request, such courses should be within the teacher's area of certification or realm of professional development. These hours can be attained through graduate, on-line, and in-service courses. The said courses must be approved by the superintendent prior to application for salary reimbursement.

The superintendent shall give graduate credit for those courses which are applied to certification or realm of professional development. The superintendent shall also grant credit for courses applied to an alternate and approved certification program. Approval for this certification will rest with the superintendent.

Section 12.02 In-service Training

The taking of in-service courses to enhance professional development is encouraged. Such courses will be continuing education within the teacher’s area of certification, within the area s/he is teaching or to benefit the teacher’s professional development. In-service courses must be approved by the superintendent based on the foregoing prior to application for salary reimbursement. Academies are not automatically included as in-service offerings.

Teachers attending workshops or conferences and who wish to use their attendance for in-service credit must receive prior approval of the superintendent. Salary reimbursement will be based on continuing education units (one unit equals ten (10) contact hours). The teacher will assume all responsibility for costs. Any conferences or workshops paid for by the District will not qualify for non-District in-service credit. Required summer workshops will be paid at the summer curriculum rate.

Section 12.03 Visitation Days

Teachers may be granted, upon request and with the approval of the superintendent, one day of visitation per year.

Section 12.04 Curriculum Work

The hourly rate for curriculum work done outside the contracted day and year shall be as follows:

<u>2010-11</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
<u>\$30.00/hr</u>	<u>\$30.00/hr</u>	<u>\$30.00/hr</u>	<u>\$31.00/hr</u>	<u>\$32.00/hr</u>

ARTICLE XIII

Section 13.01 Evaluation

Evaluation procedures shall be followed as set forth in New York State Education Regulations regarding the Annual Professional Performance Review (APPR) established April 2012. If there is a need for alteration of such procedures, the parties agree an equitable method of teacher evaluation shall be developed by a joint faculty/administration committee within the language of the New York State Education Department Regulations.

APPR language will be reviewed annually for application for the following school year. A joint faculty/administration committee with LTA membership approved by the LTA Executive Council will conduct a review of the process and prepare any revisions by July 1. The existing APPR will continue until revisions are agreed upon.

ARTICLE XIV

Section 14.01 Instructional Plans

An important factor in the effectiveness of the classroom teacher is well prepared lesson plans, both on a yearly and a weekly basis.

Therefore, all teachers with an instructional assignment should: continue to prepare instructional plans that could be requested by principals if necessary, participate in group or departmental instructional planning, evaluate student progress, and consult with supervisors on curriculum matters at any reasonable time as requested.

ARTICLE XV

Section 15.01 Seniority

Seniority will be assured to certified personnel according to New York State Education Law.

A member, who is on an unpaid leave of absence, excluding military leave, shall not continue to accrue seniority during the period of unpaid leave. In the event of a layoff or reduction of registered nurses, the registered nurse with the least seniority based upon his/her date of appointment shall be laid off first and recall shall be made in the inverse order.

ARTICLE XVI

Section 16.01 Worker's Compensation

If any member is absent from work as a result of an injury which was incurred during the course of employment, s/he shall be paid his/her full salary less any Worker's Compensation benefits, excluding any lump sum benefit for a permanent disability that s/he may be entitled to. However, the first seven (7) days of the member's absence shall be charged against his/her accrued sick leave. Beginning with the ninety-first (91st) day of absence, his/her absence shall be charged against his/her accumulated sick leave and when his/her accumulated sick leave has been exhausted, payment shall cease.

The Board shall have the right to have the member examined from time to time by a physician of its choice and at its expense in order to determine the duration of disability.

Section 16.02 Damage to Personal Property

Members will be reimbursed for loss of personal property when such loss occurs in the course of their employment if said loss is not caused by the negligence of the member. The first twenty dollars (\$20) of said loss shall be paid by the member. This provision specifically excludes any loss or damage to automobiles and other vehicles.

Section 16.03 Safety

Safety equipment needed in the classroom, when approved by the superintendent, will be purchased by the District. The District safety committee will include LTA representation.

ARTICLE XVII

Section 17.01 Fair Dismissal

If the Board contemplates the dismissal of a probationary teacher, a mutually acceptable committee will be established, providing the probationary teacher requests such action. The committee will consider the problem and make its recommendation to the superintendent and the Board. The Board will not be bound by the committee's recommendation.

ARTICLE XVIII

Section 18.01 Vacancies

The Board will advertise all LTA position job openings within the District as soon as the position is advertised outside the District. If a vacancy occurs during the summer vacation, the president of the Association and two (2) designees shall be notified, in writing, as soon as practicable, but said notice must be given prior to any deadline date of accepting applications. Each vacancy notice will carry the posting date. The president of the Association will receive one (1) copy of all LTA position vacancy notices.

ARTICLE XIX

Section 19.01 Prior Teaching Credit

Members who have had previous teaching experience within the District and have severed the employee/employer relationship and are rehired, shall be given credit for prior service within the District.

Members who have acquired teaching experience outside the District, if hired, will be granted credit for prior experience by agreement between the Board and the member.

ARTICLE XX

Section 20.01 Grievance Procedure

1. A grievance is a complaint by a member or group of members of an alleged violation of any of the terms and conditions of this agreement between the Board and the Association.
2. No alleged grievance shall be entertained and shall be deemed waived unless submitted at the first available stage within twenty (20) school days after the aggrieved party knew or should have known of the act or conditions on which the alleged grievance is based.
3. A grievance of any member or the Association will be discussed with the immediate supervisor, directly or through a representative of the Association, with the view of settling the grievance informally. The immediate supervisor will render a decision within ten (10) school days. If the grievance is not resolved informally, it may be reduced to writing and submitted to the superintendent within ten (10) school days following the decision rendered by the immediate supervisor. Upon receiving a written grievance, the superintendent shall render his decision within ten (10) school days.
4. If the grievance is not resolved pursuant to Paragraph 3, it will be submitted to the Board at its regular meeting. If the grievance is not resolved or settled at the next regular Board meeting or within ten (10) days thereafter, the aggrieved party may request the grievance to be submitted to binding arbitration. That said request must be made, in writing, within fifteen (15) school days after the Board has rendered its decision.
5. All written correspondence pertaining to grievance by a member or the Association will be kept in a file separate from the personnel file.

Section 20.02 Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party within ten (10) days and in writing. The parties shall be bound by the rules and procedures of the Public Employment Relations Board. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall have authority only to interpret, apply, or determine compliance with the provisions of the agreement. The arbitrator shall have no authority to add to, detract from, or amend in any way the provisions of this agreement. The cost for the services of the arbitrator including related expenses generated by the arbitrator, if any, shall be borne equally by the Board and the Association.

Section 20.03 Due Process

All the parties to the grievance shall have the right at all stages of the grievance to be represented by an attorney or representative of his choice; and at all stages after stage one shall have the following rights: to confront and cross-examine all witnesses called, to testify and to call witnesses on his/her own behalf, and be furnished with any copies of the proceedings which may be made.

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken to the aggrieved party, the Association's representative, other participants in the grievance procedure, or any other person by reason of such grievance or participation therein.

ARTICLE XXI

Section 21.01 Preparation and Cost of Publication

Within fifteen (15) working days of the conclusion of contract negotiations, the District will prepare this agreement and present it to the Association for signature.

The Board will publish sufficient copies of this contract for distribution to the Association. The cost thereof shall be borne equally between the Board and the Association.

ARTICLE XXII

Section 22.01 Academic Freedom

The Board and the Association recognize that the maintenance of a climate of intellectual freedom is fundamental to the learning process. The Board and the Association, therefore, agree that all teachers will be free to teach all that is, in their professional judgment, pertinent to the course content as long as such subject matter is presented fairly and objectively.

ARTICLE XXIII

Section 23.01 Conformity to Law

If any provision of this agreement shall be at any time contrary to law, said provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In the event any provision of this agreement is, or shall be contrary to law, all other provisions of the agreement shall continue in full force and effect.

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

Section 25.01 Wages & Salary

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

2012 – 2013 School Year: Each returning full time TA will receive an increase in the basic hourly rate of \$.15 + 1.0% per hour over the 2011-2012 rate of pay.

2013 – 2014 School Year: For those TA’s that have a pay rate that exceeds \$13.25 per hour, they will receive an increase in the basic hourly rate of \$.25 + 1.25% per hour over the 2012 -2013 rate of pay. For the remaining TA’s the pay rate will be based on a percentage of the teacher’s starting salary according to the chart below:

2012-13 Pay Rate	2013-14 Salary
\$12.75 - \$13.25	50% or \$18,500
\$12.25 - \$12.74	48% or \$17,760
\$11.75 to 12.24	46% or \$17,020
\$11.25 - \$11.74	44% or \$16,280
\$10.75 - \$11.24	42% or \$15,540
\$10.00 – 10.74	40% or \$14,800

Beginning on July 1, 2013, Teaching Assistants will become salaried employees and full-time (1.0 FTE) Teaching Assistants will follow the Daily Work Schedule set forth in the second paragraph of Article X Section 10.01.

In 2014-15, Teaching Assistants will receive an increase of 2.5% in the 2013-14 rate and in 2015-16, an increase of \$550 per teaching assistant over the 2014-15 rate.

Teaching Assistants can be assigned to work .5 hours beyond the school day (refer to 10.01) Any teaching assistant that is assigned to work 8.0 hours will receive a prorated amount for the additional half hour.

Section 25.02 Starting Rates of Pay

Starting Rates of Pay:

<u>2011-2012</u> \$9.75	<u>2012-2013</u> \$10.00	<u>2013-2014 on</u> 40% of Teacher Starting Salary
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Section 25.03 Exceeding Starting Rate:

The District may hire a teaching assistant (“TA”) at a rate exceeding the starting rate depending upon the experience and skill of the applicant. For example, if the District hired a TA with 8 years previous experience in another school District, the District may start the individual with up to 8 years credit in the position.

Section 25.04 Longevity:

A longevity incentive will be established as follows:

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

* Years indicates years of service in the district

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

Section 25.05 Days of Employment:

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

Beginning in the 2013-14 school year, the work year for TA’s will be 186 days.

Section 25.06 Hours of Employment:

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

Section 25.07 Notification of Employment:

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

Section 25.08 Part-Time Summer Work:

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

Section 25.09 Schedule B (LTA Contract) Supervisory Functions:

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

Section 25.10 Unused Sick Leave:

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

Written notice must be given five (5) months prior to the effective date of retirement before the teaching assistant qualifies for the paid sick days. The District will waive the notice period for those individuals forced into retirement or forced to leave their employment with the District by an unexpected physical disability of the teaching assistant or the teaching assistant's spouse. In the event the teaching assistant in question wishes to withdraw his/her decision to retire, he/she will be allowed to do at the Superintendent's discretion.

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

Section 25.11 Evaluation:

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

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

Section 25.11 Evaluation (Continued):

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

Section 25.12 Conference/Training; Workshops/Refresher; Courses:

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

If the in-service course is taken outside of regular work hours, the teaching assistant shall be paid \$12.00 per classroom hour up to a maximum of \$200 per course in addition to the training expense involved. Money received is a one-time payment. It is understood college level courses of study are to be included.

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

Section 25.13 Sick, Personal and Bereavement Leave:

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

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

Section 25.13 Sick, Personal and Bereavement Leave (Continued):

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

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

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

Section 25.14 Notification of Sick Days:

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

Section 25.15 Medical Leave of Absence:

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

Section 25.16 Parental Leave of Absence:

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

A teaching assistant who is pregnant shall notify the superintendent, in writing, no later than the fifth month of pregnancy, setting forth the expected date of confinement and whether or not she expects to request a maternity leave. The teaching assistant may work as long as her physician certifies her capable of performing her duties. The Board shall have the right to request updated medical reports, but no more than one such report every 30 days and, upon request, the teaching assistant shall execute a medical release.

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

The length of parental leave shall not exceed the balance of the year in which it is granted, plus one (1) additional school year. The teaching assistant must notify the superintendent of his/her intention to return to work at least 60 days prior to the end of his/her leave or 60 days prior to returning to work, if he/she desires to terminate his/her leave earlier than scheduled. The superintendent can use his/her discretion in waiving return notification requirements. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.

Section 25.17 Leave of Absence:

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

Section 25.18 Health Care Program:

1. For all eligible teaching assistants who have been appointed prior to November 15, 2000, the following is to apply.
 - a. Each eligible teaching assistant who regularly works four and one-half (4.5) or more hours on a daily basis may join any of the healthcare plans. The respective contribution rate is as follows:
 - 85% - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay.

The employee is able to use the value listed above for any of the co-pay healthcare plans offered by the District. There is a separate amount offered for those who choose not to use the District healthcare plan in Section 11.05. The employee contribution/cost of the plan is paid in deductions from his/her paycheck.

Eligible teaching assistants are able to join the Genesee Area Health Care Plan High Deductible Option according to the benefit description in #3 below

2. For all eligible teaching assistants who have been appointed after November 15, 2000, but before July 1, 2012, and for those teaching assistants who become eligible after November 15, 2000, but before July 1, 2012 for health care benefits by virtue of working more hours per day on a regular basis, the following is to apply:

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

- 85% - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay.

The employee is able to use the value listed above for any of the co-pay healthcare plans offered by the District. There is a separate amount offered for those who choose not to use the District healthcare plan in Section 11.05. The employee contribution/cost of the plan is paid in deductions from his/her paycheck.

- a. Each eligible unit member who regularly works at least five and one-half (5.5) hours, but less than seven (7) hours on a daily basis, may join any of these co-pay healthcare plans. The District agrees to pay sixty percent (60%) of the cost of Blue Point 2 - The Non-Monroe

County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan and the employee shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck.

- b. Each eligible unit member who regularly works at least four and one-half (4.5) hours, but less than five and one-half (5.5) hours on a daily basis, may join any of these healthcare plans. The District agrees to pay fifty percent (50%) of the cost of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan and the employee shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck.
3. For all eligible teaching assistants who have been appointed after July 1, 2013, and for those teaching assistants who become eligible after July 1, 2013 for health care benefits by virtue of working more hours per day on a regular basis, the following is to apply:

Each eligible teaching assistant who works seven (7) or more hours on a daily basis may join the Genesee Area Healthcare Plan High Deductible Option. The respective contribution rate is 85%. There is a separate amount offered for those who choose not to use the District healthcare plan in Section 11.05. The employee contribution/cost of the plan is paid in deductions from his/her paycheck. The District will contribute the \$2600 deductible annually for a family plan and \$1300 deductible annually for a single plan to an HSA account designated for the employee. (See note below)

- a. Each eligible unit member who regularly works at least five and one-half (5.5) hours, but less than seven (7) hours on a daily basis, may join the Genesee Area Healthcare Plan High Deductible Option. The District agrees to pay sixty percent (60%) of the cost of the Genesee Area Healthcare Plan High Deductible Option for as long as so offered by the plan and the employee shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck. The District will also contribute 60% of the \$2600 deductible annually for a family plan and \$1300 deductible annually for a single plan to an HSA account designated for the employee. (See note below)
- b. Each eligible unit member who regularly works at least four and one-half (4.5) hours, but less than five and one-half (5.5) hours on a daily basis, may join any of these healthcare plans. The District agrees to pay fifty percent (50%) of the cost of the Genesee Area Healthcare Plan High Deductible Option for as long as so offered by the plan and

the employee shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck. The District will also contribute 50% of the \$2600 deductible annually for a family plan and \$1300 deductible annually for a single plan to an HSA account designated for the employee. (See note below)

4. Each eligible unit member who regularly works less than four and one-half (4.5) hours on a daily basis may join any plan offered by the District. Each such unit member is responsible for the total cost of the health care plan chosen.
5. After two years of employment or at the conclusion of this contract, whichever comes first, the employee will have the same Health Care options as eligible unit members fitting the description of #2 above. This means that an employee who has taken or has been eligible for 85% District contribution (7.0 hours or greater) will be eligible to choose from any plans offered under #2.

Section 3.0 above sunsets and expires on June 30, 2016.

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

administrators shall be formed to evaluate and recommend a replacement healthcare plan.

Section 25.19 sunsets and expires on June 30, 2013. Effective July 1, 2013, teaching assistants will be covered by section 7.01, except that Section 7.01 (22) shall not apply to teaching assistants, who will continue to receive the 105 plan benefit set forth in Section 25.22 below.

*Note: Since the plan year for the GAHP High Deductible Health Care plan begins January 1 and runs the calendar year, the District will contribute the deductible on an annual basis with half on September 1 and the other half on January 2. For example, if the employee is hired on October 15, the first contribution by the District towards the deductible will be on January 2.

Section 25.19 Dental Plan

1. Dental Plan

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

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

Section 25.20 sunsets and expires on June 30, 2013. Effective July 1, 2013, Teaching Assistants will be covered by section 7.02.

Section 25.20 Health Plan Options

Teaching assistants who qualify for coverage of health care costs under Section 25.18 may choose not to receive all or some of the health plan benefits; the choice to be made by July 1st of each school year. If they choose to do this, they will be given salary increases according to the following schedule. These monies will be a yearly addition to their regular salary.

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

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

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

Section 25.20 sunsets and expires on June 30, 2013. Effective July 1, 2013, teaching assistants will be covered by section 7.03.

Section 25.21 Flexible Health Benefit Programs

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

The District will also, in January of each year, contribute for each teaching assistant into a Section 105 Plan. The amount per teaching assistant is \$500 per year.

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

THIS AGREEMENT shall become effective on January 22, 2013 and shall continue in effect until midnight, June 30, 2016. The agreement shall remain effective from year to year hereafter unless on or before February 1, prior to the expiration date, either party gives notice to the other of its intent to negotiate. The parties shall meet no later than fifteen (15) days after such notice.

THIS AGREEMENT constitutes the entire agreement between the parties. In witness whereof, the parties hereto have set their hands and seals this 22nd day of January, 2013.

Scott A. Bischooping
Superintendent of Schools

Joseph Shero, President
Livonia Teachers' Association

Appendix A

Salaries

Salary Increases

Appendix A Salaries – shall be as follows:

2011-12 School Year: Each returning full time teacher will receive an increase in the teacher's base salary of \$500.

2012-13 School Year: Each returning full time teacher will receive an increase in the teacher's base salary (inclusive of graduate hours, in-service hours, or master's degrees, if applicable) of 2.5%.

2013-14 School Year: Each returning full time teacher will receive an increase in the teacher's base salary (inclusive of graduate hours, in-service hours, or master's degrees, if applicable) of \$1150.00 + 1.25%.

2014-15 School Year: Each returning full time teacher will receive an increase in the teacher's base salary (inclusive of graduate hours, in-service hours, or master's degrees, if applicable) of 2.5%.

2015-16 School Year: Each returning full time teacher will receive an increase in the teacher's base salary (inclusive of graduate hours, in-service hours, or master's degrees, if applicable) of \$1150.00 + 1.25%.

Longevity

The District acknowledges that maintaining an experienced professional staff is beneficial for the quality education of our students. The District institutes the following longevity increases to be granted every three years of teaching service to the Livonia School District beginning year 5 of such service. Please refer to the following schedule:

5 years of teaching at Livonia CSD	500
8 years of teaching at Livonia CSD	500
11 years of teaching at Livonia CSD	500
14 years of teaching at Livonia CSD	500
17 years of teaching at Livonia CSD	500
20 years of teaching at Livonia CSD	500
23 years of teaching at Livonia CSD	500
26 years of teaching at Livonia CSD	500
29 years of teaching at Livonia CSD	500

The above program will be phased in according to the following schedule:

<u>2011-2012</u>		<u>2012-2013</u>		<u>2013-2014</u>		<u>2014-2015</u>		<u>2015-2016</u>	
<u>Years</u>		<u>Years</u>		<u>Years</u>		<u>Years</u>		<u>Years</u>	
30	1000	31		32		33		34	
29	1000	30		31		32		33	
28		29	1000	30		31		32	
27		28		29	1000	30		31	
26	500	27		28		29	500	30	
25	1000	26		27		28		29	1000
24		25	1000	26		27		28	500
23		24		25	1000	26		27	500
22		23		24		25	1000	26	500
21		22		23	1000	24		25	
20	1000	21		22		23		24	1000
19		20	1000	21		22		23	1000
18		19		20	1000	21		22	500
17		18		19		20	1000	21	500
16		17	500	18		19	500	20	500
15	1000	16		17		18		19	1000
14		15	1000	16		17		18	1000
13		14		15	1000	16		17	1000
12		13		14		15	1000	16	500
11		12		13		14	1000	15	500
10	500	11		12	500	13		14	1000
9		10	500	11		12	500	13	500
8		9		10	1000	11		12	500
7		8		9	500	10	500	11	500
6		7		8	500	9		10	500
5		6		7	500	8		9	500
4		5	500	6		7		8	500
3		4		5	500	6		7	
2		3		4		5	500	6	
		2		3		4		5	500
		1		2		3		4	
				1		2		3	
						1		2	

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

Graduate Hours (clarify – teachers only)

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

The superintendent shall approve or disapprove all claims for graduate credit prior to the taking of the course. Courses must pertain to the general area of the subject taught.

Cap on Graduate Hours (clarify – teachers only)

There will be a cap of 84 hours. Amounts paid for graduate work will be computed on graduate hours completed as of September 1st of each school year. Written verification of course completion must be submitted to the District office before September 30th of each school year.

In-service Credit (clarify – teachers only)

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

Starting Salary

STARTING SALARY SCHEDULE

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
\$37,000	\$37,000	\$37,000	\$37,500	\$38,500

Note: Starting salary for a psychologist will be based on 186 days and 1/186 for additional days for hire year only.

Master’s Degree (clarify – teachers only)

Payment for master’s degree is \$700.

National Board Certification – teachers only

Payment for National Board Certification in the teacher’s tenure area will be \$2000