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TA/5475

**Agreement
Between the
Little Falls Teachers Association
and the
Superintendent of Schools
of the
Little Falls City School District**

7/1 6/30
--- **2003 - 2006** ---



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ARTICLE I

PREAMBLE

This agreement between the Little Falls City School District (hereinafter the "District") and the Little Falls Teachers Association (hereinafter the "LFTA") is made on the day and date last indicated below

Both parties will initial the understanding of substantial agreement for each item upon which tentative agreement has been reached.

This Agreement is entered into by and between the Superintendent of Schools of the Little Falls City School District and the Little Falls Teachers Association and will be effective from July 1, 2003 to June 30, 2006.

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect unless altered by mutual agreement in writing between the parties.

ARTICLE II

NEGOTIATION PROCEDURES

- A. During the year of expiration of this Agreement, either party may reopen negotiations for a successor agreement by notifying the other party in writing. Such notification must be submitted no later than February 1 and must include a listing of those items being reopened.
- B. During negotiations, the parties agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. If the parties have not reached agreement by May 1, either party may request the State Public Employment Relations Board for assistance. Such assistance will be governed by the provisions of Section 209 of the Civil Service Law.
- C. Neither party in any negotiations shall have any control over the selection of the negotiators or negotiating representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider more proposals, and reach compromise in the course of negotiations. No final agreement shall be executed without ratification by the parties.

Because of the elimination of a step in July of 1990, a teacher's step may not be equivalent to the years of service.

Article III. Salaries

Teachers with an effective date of employment with the Little Falls City School District prior to September 1, 2000 will choose their placement on salary schedule A (old) or salary schedule B (new) by a mutually agreeable date prior to October 1, 2000. Once that choice is made, teachers will remain on their selected salary schedules for the duration of their careers with the Little Falls City School District.

Teachers with an effective date of employment with the Little Falls City School District of September 1, 2000 or later will automatically be placed on salary schedule B (new). They will remain on this salary schedule for the remainder of their careers with the Little Falls City School District.

Election forms are found in Appendix F.

SALARIES

2003-2004 SALARY SCHEDULES

STEP	SCHEDULE A	SCHEDULE B
1	\$ 25,500.00	\$ 30,379.00
2	\$ 26,250.00	\$ 31,475.00
3	\$ 26,950.00	\$ 32,275.00
4	\$ 27,750.00	\$ 33,075.00
5	\$ 28,650.00	\$ 33,875.00
6	\$ 29,550.00	\$ 34,775.00
7	\$ 30,450.00	\$ 35,575.00
8	\$ 31,350.00	\$ 36,375.00
9	\$ 32,250.00	\$ 37,175.00
10	\$ 33,150.00	\$ 37,975.00
11	\$ 34,000.00	\$ 38,975.00
12	\$ 34,900.00	\$ 39,675.00
13	\$ 35,650.00	\$ 40,475.00
14	\$ 36,550.00	\$ 41,275.00
15	\$ 37,300.00	\$ 42,175.00
16	\$ 38,500.00	\$ 42,975.00
17	\$ 39,750.00	\$ 43,775.00
18	\$ 40,750.00	\$ 44,575.00
19	\$ 42,000.00	\$ 45,290.00
20	\$ 43,250.00	\$ 46,112.00
21	\$ 44,500.00	\$ 46,893.00
22	\$ 45,750.00	\$ 48,018.00
23	\$ 52,250.00	\$ 49,171.00
24	\$ 54,250.00	\$ 50,351.00
25	\$ 56,250.00	\$ 51,941.00
26	\$ 58,250.00	\$ 52,797.00

27	\$59,750.00	\$ 54,064.00
28	N/A	\$ 55,361.00
29	N/A	\$ 56,690.00
30		\$ 55,100.00
L	\$ 64,750.00	NOT APPLICABLE
MASTERS	\$ 500.00	\$ 500.00
GRAD. HRS.	\$ 40.00	\$ 40.00
25L	\$ 1,800.00	NOT APPLICABLE
30L	\$ 1,900.00	NOT APPLICABLE

NOTE: All longevity payments apply to Schedule A only.

2004-2005 SALARY SCHEDULES

STEP	SCHEDULE A	SCHEDULE B
1	\$ 26,125.00	\$ 31,379.00
2	\$ 26,795.00	\$ 32,204.00
3	\$ 27,618.00	\$ 33,031.00
4	\$ 28,546.00	\$ 33,856.00
5	\$ 29,433.00	\$ 34,682.00
6	\$ 30,320.00	\$ 35,508.00
7	\$ 31,208.00	\$ 36,334.00
8	\$ 32,095.00	\$ 37,159.00
9	\$ 32,982.00	\$ 37,986.00
10	\$ 33,871.00	\$ 38,811.00
11	\$ 34,758.00	\$ 39,636.00
12	\$ 35,474.00	\$ 40,462.00
13	\$ 36,386.00	\$ 41,288.00
14	\$ 37,141.00	\$ 42,114.00
15	\$ 38,381.00	\$ 42,939.00
16	\$ 39,367.00	\$ 43,766.00
17	\$ 40,511.00	\$ 44,591.00
18	\$ 41,670.00	\$ 45,417.00
19	\$ 42,966.00	\$ 46,243.00
20	\$ 44,304.00	\$ 47,068.00
21	\$ 45,515.00	\$ 47,885.00
22	\$ 46,846.00	\$ 48,938.00
23	\$ 53,491.00	\$ 50,015.00
24	\$ 55,419.00	\$ 51,115.00
25	\$ 57,466.00	\$ 52,240.00
26	\$ 59,637.00	\$ 53,389.00
27	\$ 60,738.00	\$ 54,564.00
28	\$ 62,009.00	\$ 55,764.00
29	N/A	\$ 56,991.00
30	N/A	\$ 58,245.00
L	\$ 67,009	NOT APPLICABLE
MASTERS	\$ 500.00	\$ 500.00
GRAD. HRS.	\$ 40.00	\$ 40.00
25L	\$ 1,800.00	NOT APPLICABLE
30L	\$ 2,500.00	NOT APPLICABLE

NOTE: All longevity payments apply to Schedule A only.

2005-2006 SALARY SCHEDULES

STEP	SCHEDULE A	SCHEDULE B
1	\$ 26,600.00	\$ 32,089.00
2	\$ 27,282.00	\$ 32,933.00
3	\$ 28,120.00	\$ 33,778.00
4	\$ 29,065.00	\$ 34,622.00
5	\$ 29,968.00	\$ 35,467.00
6	\$ 30,872.00	\$ 36,311.00
7	\$ 31,775.00	\$ 37,156.00
8	\$ 32,679.00	\$ 38,000.00
9	\$ 33,582.00	\$ 38,845.00
10	\$ 34,487.00	\$ 39,689.00
11	\$ 35,390.00	\$ 40,533.00
12	\$ 39,119.00	\$ 41,378.00
13	\$ 37,048.00	\$ 42,222.00
14	\$ 37,816.00	\$ 43,067.00
15	\$ 39,078.00	\$ 43,911.00
16	\$ 40,083.00	\$ 44,756.00
17	\$ 41,247.00	\$ 45,600.00
18	\$ 42,428.00	\$ 46,445.00
19	\$ 43,747.00	\$ 47,289.00
20	\$ 45,110.00	\$ 48,133.00
21	\$ 46,343.00	\$ 48,968.00
22	\$ 47,697.00	\$ 50,144.00
23	\$ 54,463.00	\$ 51,347.00
24	\$ 56,427.00	\$ 52,579.00
25	\$ 58,511.00	\$ 53,841.00
26	\$ 60,721.00	\$ 55,133.00
27	\$ 61,842.00	\$ 56,457.00
28	\$ 63,136.00	\$ 57,812.00
29	\$ 64,743.00	\$ 59,199.00
30		\$ 60,620.00
L	\$ 69,743.00	NOT APPLICABLE
MASTERS	\$ 500.00	\$ 500.00
GRAD. HRS.	\$ 40.00	\$ 40.00
25L	\$ 1,800.00	NOT APPLICABLE
30L	\$ 2,600.00	NOT APPLICABLE

NOTE: All longevity payments apply to Schedule A only.

All returning teachers shall move up one step in each of the covered years. Those teachers on schedule A who have reached step 26 or Step L will not be moved.

Because of the elimination of a step in July of 1990, a teacher's step may not be equivalent to the years of service.

B. OTHER CREDITS AND REGULATIONS

1. Graduate hours shall be compensated at the rate of \$40.00 per hour in 2000-2001, \$40.00 in 2001-2002, and \$40.00 in 2002-2003.
 - a. Prior approval by the Superintendent is required for hours taken beyond certification requirements. Such approval will not be unreasonably withheld but approval will generally not be given for courses or programs in fields totally unrelated to a teacher's area of certification.
 - b. Master's degree shall count for 30 hours.
 - c. An upper limit of 90 hours shall be placed after the B.A. degree.
 - d. In 2000-2001 an additional \$425.00 shall be paid for the Masters Degree. In 2001-2002 an additional \$450.00 will be paid for the Masters Degree. In 2002-2003 an additional \$500.00 will be paid for the Masters Degree.
 - e. In addition to the foregoing, effective with the 1990-91 school year, a longevity increment of \$5,000 will be paid beginning at Step 18 (excluding teachers currently on Step L). In 2000-2001 an additional longevity increment of \$ 1,600.00 is to be paid to teachers who have completed twenty-four (24) years of credited service. In 2001-2002 an additional increment of \$1,700.00 is to be paid to teachers who have completed 24 years. In 2002-2003 an additional increment of \$1,800 will be paid to teachers who have completed 24 years. A further additional longevity increment of \$1,300.00 is to be paid in 2000-2001 to those teachers who have completed twenty-nine (29) years of credited service. In 2001-2002 a further additional longevity increment of \$1,400.00 is to be paid to those teachers who have completed twenty-nine (29) years of credited service and in 2002-2003, \$1,600.00 is to be paid to those teachers who have completed twenty-nine (29) years of credited service. Longevity payments will be included as part of the teachers' regular salary. All longevity payments apply to Schedule A (old) only.
2. All teacher's base salaries must correspond to a step on the schedule. Prior military service credit, which was credited under provision of past contracts, will continue to be honored.
3. The teacher is responsible for transmitting promptly to the Superintendent of Schools documents or photocopies relating to certification and credit for further study.
4. Participation by teachers on the District Planning Team or the Building Planning Teams will be compensated in one of two ways at the discretion of the teacher.

1. **Inservice Credit:**

Inservice credit will be calculated through the actual number of contact hours which exceed the normal school day. No contact hours will be granted for release time or any meetings held during the normal school day or similar meetings held during the normal school day or similar conference days when other teachers do not have similar responsibilities.

The formula for calculating inservice credit is as follows:

1-15 contact hours = 1 inservice credit

16-30 contact hours = 2 inservice credits

31-45 contact hours = 3 inservice credits

No more than three (3) inservice credits may be earned in one school year through participation on a single planning team. For the purpose of this provision, a school year will be defined as July 1 to June 30.

Compensatory Time:

Individuals may select compensatory time based upon the number of hours served on planning teams. Seven hours of service will be the equivalent of one day compensatory time. A maximum of three (3) 'comp days' may be accumulated per year for each planning team member. "Comp days" will not carry over from one year to another, and they may not be used to extend a vacation or holiday.

The chairperson of each planning team will be responsible for annually submitting an accurate accounting of time accrued by each team member and his/her choice of compensation. This record will be submitted to the Superintendent of Schools no later than July 15th.

Requests for the use of compensatory days will be made to the Building Principal who will forward this request to the Superintendent of Schools for final approval. The Superintendent will respond within 48 hours to requests for use of "comp" days. Reasons for denial of use of "comp" days will be submitted in writing.

Teachers who opt for "comp" days may retroactively substitute those days for sick days used if they do not use the "comp" days by the end of the year.

C. EXTRA-CURRICULAR PAY

1. The Superintendent hereby agrees to give first consideration to members of the bargaining unit in filling extra-curricular position
2. Extra-curricular positions shall mean all of the activities as per Appendix A which is part of this contract
3. Such positions shall be advertised as follows:
 - a. The Superintendent shall inform the principals whenever a vacancy exists or a new position is created.
 - b. The principal shall inform district employees in his building of the opening within three (3) school days.
 - c. Employees have ten school days to apply from the time of the principal's notification to the district employees.

D. INSURANCE

1. Hospitalization

The District agrees to pay 100% of the premium cost for retirees from the Little Falls City School District and their dependents. The District agrees to pay 100% of the premium cost for members of the bargaining unit and their dependents for Blue Cross/Blue Shield U.B. 17 for the year 1997-98. Thereafter the members of the bargaining unit will contribute as follows:

<u>Year</u>	<u>Family Plan</u>	<u>Individual Plan</u>
2003-2004	\$400.00	\$300.00
2004-2005	\$600.00	\$500.00
2005-2006	\$600.00	\$500.00

In addition, changes to the Blue Cross/Blue Shield Plan will be as follows:

Year 2003-2004

Prescription Drug Co-pay will be \$0 for mail order, \$5 for generic and \$10 for name brand.

Deductible under the current plan will be \$200 individual and \$300 family

Year 2004-2005 will be the same as 2003-2004.

Year 2005-2006

Prescription Drug Co-pay will be \$0 for mail order, \$10 for generic and \$20 for name brand. Deductible under the current plan will be \$300 for individual and \$400 for family

Dual family coverage will be eliminated effective upon ratification and agreement of the 2000-2003 contract under the following provisions:

1. No LFTA member or dependent will incur any additional medical expense as a result of this elimination.
2. An independent impartial third party will be selected jointly by the LFTA and the District to arbitrate any claim of additional cost. This decision will be rendered within 30 days of submission. Liability will be limited to what dual family plans would have covered. The District agrees to pay for the cost of such arbitration.
3. This clause will be evaluated prior to the end of June 2000. Changes in the procedures will be made only after mutual agreement of both the LFTA and the District.
4. Both parties agree to "fine-tuning" of this clause to meet appropriate legal wording.

2. Dental

The District agrees to pay 100% of the premium cost for members of the bargaining unit and their dependents for Basic and Supplemental Basic coverage under Blue Cross/Blue Shield Dental Plan A, effective July 1, 1981.

3. Death Benefits

The District will provide \$10,000 in term life insurance for each unit member.

4. The District agrees to continue paying existing benefits for retired members and their eligible dependents. The benefits are to be the same as the benefits now in place for retired members.

- a. Beginning with new hires for 1990-91, the health and dental benefit will not continue for their dependents upon the death of the member.

6. The District and Association agree to convene and charge a collaborative committee with investigating alternatives to the insurance coverages specified in Article III (D) 1, 2 and 4 of this agreement, with the goal of formulating an informational report prior to the conclusion of this agreement.

7. The District agrees to provide payroll deduction to approved Tax Shelter Annuities, a listing of which shall be provided to bargaining unit members upon request. Said payments shall be made on a bi-weekly basis.

8. The District agrees to establish and maintain a Flexible Spending Plan (IRS section 125) for all employees covered by this agreement. The Preferred Group Plan will be designated as the administrator/manager for the Flexible Spending Plan.
9. The district agrees that if a bargaining unit member agrees in writing prior to September 1 or January 1 not to participate in any or all elements of the health insurance coverage, he/she will receive an amount equal to 50% of the annual premium cost which will be distributed to the member through the Flexible Spending Plan. Members who receive the buy-out and wish to re-subscribe to the health coverage must notify the District in writing prior to September 1st.

E. CHECK PAYMENT OPTION

The District will provide a twenty-four and twenty-six check payment option for unit employees, effective during the term of the agreement, the balance of the checks to be paid when the teacher checks out at the end of the year.

F. TERMINAL LEAVE PAY

1. A currently employed teacher with ten (10) continuous years service in the Little Falls City School District and eligible for retirement under the rules and regulations of the New York State Retirement System shall be eligible for terminal leave pay.
2. Payment for unused sick leave will move from \$37.50 to \$50.00 for each year of this contract. Rate will revert back to \$37.50 with expiration of the contract. Cap of \$7,000 is removed and sick leave payment will be for total sick accumulated upon retirement. Date of notification to District of intent to take advantage of this provision prior to last year of employment changed from May 1 to March 1.
3. Time limits set forth above may be waived by the Board of Education upon recommendation of the Superintendent in the event of a disability retirement.
4. If no other retirement incentive is offered, a teacher who retires in the first year of eligibility will be paid an additional incentive of \$3,000. Payment of this sum in the case of a retirement effective at the end of a school year, will be by single check during July.

ARTICLE IV

LEAVES

- A. Leave per year for personal sickness or physical disability of the teachers: ten days; no limit to accumulated leave. Accumulated leave recorded as of termination of school year to be credited to cumulative sick leave.

A doctor's certificate or other doctor's verification of illness is required for more than five (5) days consecutive sick leave upon request of the district.

B. **OTHER LEAVE**

1. Teachers will receive full pay for three school days per year for personal reasons, not deductible from sick leave. Unused days will be accumulated to sick leave. Unless an emergency arises, a forty-eight hour notice in advance shall be given to the principal. Teachers absent prior to or following a vacation or holiday may be required to provide a doctor's excuse at the discretion of the superintendent. In the event no doctor's excuse is provided and lottery days are available, one personal day will be deducted from the individual. One personal day per vacation may be used to extend a holiday or vacation period under the following provisions:
 - a. The request must be submitted to the building principal 30 calendar days in advance of the requested date.
 - b. A maximum of 7 people will receive approval for any given holiday. Should 8 or more requests be received, a lottery will be held to determine the 7 people to be approved. Said lottery will be conducted by representatives of the LFTA.
 - c. In the event fewer than seven teachers apply to extend a holiday or vacation period, teachers who have previously used a personal day to extend a holiday or a vacation may request to receive approval to do so again. These teachers will enter a lottery for the remaining vacancies. Teachers who have not previously used personal time to extend a vacation or holiday will have preference.

Leaves for other reasons traditionally recognized as within the scope of personal leave which happen to fall immediately prior to or subsequent to holiday or vacation periods may be granted with prior approval by the Superintendent upon submission of written request.

2. Five school days per year, noncumulative, for death of immediate member of the family. Two of the five days are nondeductible from sick leave. Immediate

members of the family shall include mother, father, husband, wife, grandmother, grandfather, grandchildren, son, daughter, brother, sister, father-in-law and mother-in-law.

3. Two days per year, noncumulative deductible from sick leave, for the death of a non-member of the immediate family. In the instance of a death within a fifty mile radius of Little Falls only one day will be granted.
4. One school day per year noncumulative for visiting related programs in neighboring schools nondeductible from sick leave pending approval of the principal.
5. Five school days per year noncumulative deductible from sick leave for illness in the immediate family as defined in item 2 above.
6. Jury duty not charged as other leave; not deductible from sick leave. The amount of monies paid by the court, less mileage allowance, shall be refunded to the district with no loss of pay to the teacher.
7. **SICK DAY BANK**
 - a. When a faculty member uses all of his or her accumulated sick leave on a serious illness or accident, sick days may be transferred from other members on a volunteer basis.
 - b. No more than one day from each faculty member can be assigned to each other member in a single school year.
 - c. The Business Manager and the Association President shall devise a form whereby the voluntary assignment of sick days can take place.
 - d. The Association President shall have the responsibility of contacting the faculty in each case of need and will cooperate with the Business Manager in this matter. In any case, the responsibility of implementing this program lies with the Association and the Superintendent of Schools.
 - e. Retiring teachers who have unused sick days and who wish to donate any portion of these days to the sick day bank may do so. Total donations to the sick bank from retiring teachers shall not exceed fifty (50) days per year to the LFTA for the duration of this contract. These teachers should make known their intention to donate days to the sick bank in the same letter or using the same time framework, discussed in Article II.F-2. The LFTA agrees to keep a record of these donations and their expenditure.

Absences for purposes other than in paragraphs A and B above require the advance approval of the Superintendent of Schools and are deductible. The deductible rate per day is 1/180th of the annual salary.

8. Before the 1st of November in each school year the Business Manager shall transmit to each faculty member a list of accumulated sick days in effect at the beginning of the school year. If there is no disagreement within thirty days the tally is assumed to be correct.
9. Additional leaves for reasons other than those covered by this agreement or which exceed the limits of any provision herein may be granted for good and sufficient reason at the sole discretion of the Board of Education.
10. Childcare leaves will be granted without pay for up to four full semesters upon request. During the third and fourth semester of any such leave, a teacher who wishes to retain the family coverage must pay the difference between the single and family coverage costs of all insurance. All leaves provided under this section recognize requirements of the Family and Medical Leave Act.
11. Any teacher returning from a child care leave or unpaid leave of one semester or longer shall notify the Superintendent of Schools by November 1 or April 1 of his/her intentions for the upcoming semester. For leaves of less than one semester, the date of return will be determined when such leave is granted.

C. **SABBATICAL LEAVE**

Teachers presently covered by this contract and matriculating in an advanced program or other activity, subject to the approval of the Superintendent and the Board, may be granted sabbatical leave of absence.

1. One year or one-half year for study, travel or research, subject to the following conditions:
 - a. Applications for sabbatical leave shall be submitted to the Superintendent on or before **February 1st** for either a full year or one semester leave in the subsequent school year. The Superintendent will notify the applicant of the action taken on such leave application no later than **June 1st**.
 - b. Sabbatical leave shall be granted only to teachers who have served at least seven years in the district. A second and third such leave shall not be authorized until a teacher shall have reestablished eligibility by serving another period of seven years.
 - c. Compensation for teachers on sabbatical shall be guaranteed as follows: one year leave with half pay; or one-half year leave at full pay at the salary they would have received if they had remained on active duty with the district.

- d. Prior to granting a sabbatical leave, a teacher shall enter into a written agreement with the Superintendent, that upon termination of such leave, the teacher will return for a period of one year, and that in default of completing such service, the teacher shall refund to the school district an amount equal to such portion of the salary received by the teacher while on such leave.
- e. The Superintendent agrees to consider qualified candidates to take sabbatical leave each school year. The criteria for selection of said candidates is as follows:
 - (1) Availability of qualified substitutes
 - (2) Benefit to district
 - (3) Benefit to individual
 - (4) No previous sabbatical leave
 - (5) Order of application
 - (6) Seniority
- f. Selection shall be made by the joint decision of the Superintendent and the Board.

ARTICLE V

TEACHING CONDITIONS

SECTION 1

A. **Elementary**

Class Size: The academic class sizes set forth below are desirable under expected and normal conditions:

K-5 25-30

Reasonable effort will be made so that any deviation from the above range will be equitably distributed.

B. **High School / Middle School**

Student-teacher ratio for study halls in the High School / Middle School shall not exceed a 60 to 1 ratio.

SECTION 2

- A. Consideration must be given to the number of preparations and total student load per week for each teacher in the High School / Middle School.
- B. Each teacher in the High School / Middle School will have at least one planning period per day.
- C. If a sixth class is assigned during any semester, relief will be granted from a full period assignment, preferably a study hall.
- D. Subject to the limitation in C above, study hall assignments will be assigned equitably among all available staff each semester, excluding Department Chairman, team members and coordinators during assigned duties.
- E. In the high school, noon and hall duty will also be assigned equitably among available staff each semester.

SECTION 3

- 1. New teachers should not be hired or assigned, except temporarily and for good cause, outside of the scope of their teaching certificates or their major or minor field of study.
- 2. All teachers K-12 will be notified of their tentative instructional schedule for the following year no later than June 30.
- 3. Teachers who will be affected by a change of grade assignment in the elementary schools or subject assignments in the secondary grades will be notified and consulted by their principals as soon as practicable.
- 4. Non-tenure teachers should be notified by April 1 if they are not to be rehired for the following school year.
- 5. Teachers who may be affected by job abolition will be notified when such is first considered by the Board.

SECTION 4

- A. The parties to this Agreement recognize that involuntary transfer and/or reassignment of teachers is disruptive of the educational process and interferes with optimum teacher performance. It is also recognized that some flexibility in regard to teacher transfer must remain with the administration. However, a substantial degree of stability must be provided for all teachers and especially new teachers.

If teachers subject to transfer are equally qualified, preferential choice shall be given to the teacher with the most years in the system. Both parties recognize that full consideration should be given to students who will be affected by such coverage.

- B. It is agreed that when all positions (full-time, part-time, night school, summer school and adult education) within this school system become available, full consideration for filling these vacancies or new positions shall be given to the members of the staff of this school district. Said vacancies shall be advertised through the building principals to all staff members in each school upon notification by the Superintendent. Such advertising shall include a detailed description of the job, the minimum requirements expected of any applicants and the closing date for applications. The Superintendent will notify the building principals immediately upon knowledge of said positions and applications must be filed within two weeks. Positions open after the 15th of August will be handled in the most expeditious manner. Unit teachers' full day summer positions will be paid at the per diem rate of 1/180th of the annual salary under the current contract. Pay for part day summer positions will be prorated.

SECTION 5

The Superintendent and the Association realize that parent conferences are an important part of the educational process, especially in the elementary grades. Therefore, released time for parent conferences will be allowed in the elementary grades as follows:

Two half days during the first and one half day during the third marking periods of the school year, arranged by the administration so as to coincide with the end of said marking periods. A report form will be utilized that includes a narrative and a grade in the academic areas. During this released time, teachers will be allowed to leave the building during times when they are not meeting with parents, provided they will be returning for conferences later in the day.

SECTION 6

The Superintendent recognizes the establishment by the Association of an Instructional Policies Committee. Such committee may submit studies and/or recommendations to the Board for its consideration.

SECTION 7

The aide program should be continued whenever possible. Special attention will be given to the primary level in the utilization of aides.

SECTION 8

In any situation where two teachers of the same sex are assigned to Physical Education classes during the same period, locker room supervision for the other sex will be scheduled.

SECTION 9

When a teacher alleges that a problem exists with the placement of a student with disabilities, a conference among teacher, special education teacher and building administrator will be held within five days of written request by the teacher.

SECTION 10

As soon as a decision is reached regarding a reorganization with another school district by the Little Falls City School District, The Little Falls Teachers' Association and The Little Falls School District will enter into negotiations regarding the impact this reorganization causes upon the terms and conditions of employment.

SECTION 11

All efforts should be made to schedule the time for correction of state tests to correspond with the limits of the normal school day. Teachers required to work beyond the limits of the normal school day will be compensated at a per diem rate of \$200 or \$33.33 per hour with the minimum of one (1) hour. This clause will expire with the end of this current contract.

SECTION 12

Full time equivalent for part-time employees will be determined as follows:

Full Time Equiv.	Percentage	Days	Periods
1 FTE.	100%	5	5
.8 FTE	80%	4	4
.6 FTE	60%	3	3
.4 FTE	40%	2	2
.2 FTE	20%	1	1

Employees working more that 50% will receive full benefits. Any employee below .5 FTE who is not receiving benefits may purchase such benefits from the District.

Part-time employees receiving full benefits must attend faculty meetings, parent conferences, superintendent's conference days and other duties expected of full time employees. Part-time faculty with questions about attendance at meetings will check with the building principal.

ARTICLE VI

MISCELLANEOUS PROVISIONS

1. Association building representatives will meet periodically with their building principals to discuss problems as they may arise in each building, especially those which may relate to the implementation of this Agreement or to terms and conditions of employment in general.
2. A book containing Board policies will be available in the principal's office.
3. The School Superintendent shall consult with an appropriate committee of the Association before submitting his annual calendar proposal. Any additional changes will not be made until after consulting said committee. This calendar shall include:
 - a. The work year shall consist of 185 scheduled days consisting of 180 aidable days (including Superintendents' Conference Days) and five (5) emergency days.
 - b. If less than five emergency days are used, such unused days will be added to the Easter or Memorial Day holiday. If more than five emergency days are used, such days will be deducted from the Easter or Memorial Day holiday.
 - c. A Superintendent's Conference Day will be held at the end of the second marking period, with teachers engaging in Staff Orientation, Curriculum Development, Inservice Education or Parent-Teacher Conferences. (Conferences as deemed necessary by classroom teachers.)

In the elementary schools the last two days of the year will be half days for pupils.

4. The Superintendent and the Association realize that lengthy after school meetings on curriculum reform can be counterproductive, and that such planning should be done during summer sessions or during released time.

If the Superintendent of Schools, subject to the Board of Education approval because of budgetary implications, deems summer sessions necessary, such sessions shall be remunerative at 1/180th per day of a teacher's annual base salary.

5.
 - a. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisors or administrators and will have the right to discuss such a report with the observer before it is submitted to the Superintendent of Schools or put into their central personnel files.
 - b. Any complaints regarding a teacher made to the administration by any parent, student, or other person will be promptly called to the teacher's attention.

Before any meeting is held involving other than the administrator and the teacher, or before any hearing is held, or before any material is put in the teacher's file, or in the

event any written record of the complaint is to be retained by the administration, the teacher shall be given the identity of the complainant.

- c. If the Superintendent of Schools receives from the Board of Education or from any Board member any question or complaint concerning a teacher, the Superintendent shall (1) reduce the question or complaint to writing and give a copy to the teacher; (2) hold a conference with the teacher concerning the matter; and (3) receive and file any written response the teacher wishes to make. In the final year of probation, any question of whether due process has been accorded a teacher may continue to be the subject of a grievance. However, with respect to the role of the Board of Education, compliance with the procedures set forth in this paragraph shall constitute due process and an arbitrator is barred from hearing any case directed at the Board's exercise of judgment in the granting or denial of tenure.
 - d. Any disciplinary action taken against a member of the bargaining unit shall be commensurate with the action(s) from which it arises and in no case will be imposed without due process.
6. All teacher files shall be maintained under the following conditions:
- a. No reports of monitoring or observation of the work performance of teachers shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature, dated, on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed. Such signature does not indicate agreement with its content.
 - b. The teacher shall have the right to answer any material filed and his answer shall be reviewed by the Superintendent of Schools and attached to the file copy.
 - c. Upon request, each teacher shall be given reasonable access to his files with the exclusion of letters of recommendation for employment.
 - d. Upon receipt of a written request, the teacher shall be furnished a copy of any material in his file(s) with the exclusion of letters of recommendation as stipulated in part c above.
7. When it is necessary for officers or committee members of the Association to engage in activities directly related to the Association's duties as representative of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities. The Association, its officers and members, recognize and agree that this privilege should not be abused. The Superintendent of Schools retains the right to approve or disapprove these absences. The Little Falls Teachers' Association President will be relieved of non-teaching duties one period per day or its equivalent to facilitate the handling of Association business provided the administration does not find it necessary to employ additional staff to accommodate this clause.

8. All teaching staff members shall be given a minimum of thirty minutes for lunch free from supervisory duties between the hours of 11:00 a.m. and 1:30 p.m.
9. The Association recognizes that emergency circumstances may develop which require meetings in the week following June Regents exams. If such meetings are necessary, teachers shall attend unless excused by the Superintendent for reasonable cause.
10. Teachers agree to spend at least the number of hours required by State guidelines instructing home-bound students when service is needed utilizing volunteers at twenty-five dollars (\$25.00) per hour. The District agrees to include one hour paid planning time for every two paid contact hours.
11. Teachers agree to prepare home study assignments for pupils who are legally absent.
12. Teachers will maintain lesson plans in advance of a lesson to be taught. Probationary teachers may be required to submit lesson plans to their principals on a weekly basis.

A teacher may be requested to submit a lesson plan in conjunction with a classroom visitation or evaluation and a follow-up lesson plan if deemed appropriate.

Teachers may be required to turn in lesson plans to their building principals upon request.

Teachers will provide a substitute with adequate lesson plans, class lists and class schedules.

13. Teachers will be at school upon arrival of the first scheduled bus and will remain in school until the last scheduled bus departs. Upon the request of the Superintendent or the building administrator, teachers may agree to have their schedule modified to arrive earlier than the first scheduled bus or depart later than the last scheduled bus. Teachers operating under a modified schedule to arrive earlier than the first scheduled bus or depart later than the last scheduled bus will have their schedules adjusted in accordance with the time spent prior to or after the regular school day.

Seniority will be the basis for soliciting teachers to work a modified school day. The modified school day will not extend beyond either one (1) hour prior to the start of or one (1) hour after the close of the normal school day. The one-hour extension limitations may be waived upon mutual agreement of the teacher and the building administrator.

14. When administrators deem workshop sessions necessary, said workshops shall be held on shared time, i.e., part school time, part after school, preferably afternoons.
15. Teachers should participate in evening conferences with parents when deemed necessary by administrators after conferring with both teacher and parent.

16. It is agreed by the parties that teachers have a responsibility to assist students who for various reasons need short term individualized help to maintain a level of academic achievement reasonably commensurate with their abilities. Individualized instruction, at the teacher's discretion, either during or after school is strongly encouraged.
17. Teachers should keep up with developments in the teacher's area of specialization and utilize methodology appropriate to the objectives of the lesson and to the environment and constitution of the class itself.
18. Children of teachers living outside the district will be admitted without tuition at the Board's discretion upon the recommendation of the Superintendent and the teachers will provide transportation.
19. Chaperoning duties shall be paid on the following basis:
 - a. Insofar as possible, volunteers, either teacher or laymen, shall be used instead of paid chaperones. The list of proposed activities requiring chaperones shall be posted in the appropriate office as soon as the activity is finalized. In the event that volunteers cannot be secured, teachers from the rotating chaperone list shall be given at least one week notice of an impending duty.
 - b. School sponsored functions:

Bus chaperoning to athletic events shall be compensated at the rate of \$17.50 per trip. If the trip exceeds 65 miles, one way, then the Association reserves the right to renegotiate the matter on an individual basis.
 - c. Club-sponsored functions:

Dance or other activity chaperones shall be compensated at the rate of \$15.00 for each activity by the club or organization sponsoring said activity. If the time of the activity exceeds four hours, the Association reserves the right to renegotiate the rate on an individual session basis. This clause does not preclude the clubs or organizations from seeking volunteer chaperones from inside or outside the school system.
20. It is hereby agreed that the Superintendent's office will transmit to the Association President five copies of the agenda of the next Board meeting as soon as said agenda is available to the Superintendent and Board members.
21. Teachers in the High School / Middle School will only be assigned noon duty in lieu of another assignment. The rotating schedule of lunch duty in the High School / Middle School will be set up in time blocks not to exceed five weeks.

Lunch duty shall not be assigned to individual staff members in consecutive years, subject to the availability of staff.

Noon duty will not be regularly assigned to elementary teachers but may be on a temporary basis when professional help is deemed necessary.

22. Building principals may submit items for a minimum of \$200 per year for the purchase of unforeseen instructional items and perishable materials for class use. This budget item shall revert to the general fund if not expended.
23. Teachers will be compensated for travel by personal vehicle when such traveling is required in the performance of their duties, traveling between buildings or on approved trips. The rate shall be the maximum nontaxable mileage rate allowed by I.R.S. and approval by the Superintendent is required. Vouchers will be paid monthly or when a ten dollar (\$10.00) minimum is reached, whichever occurs first.
24. Teachers will be required to take daily attendance and report daily attendance to the office in a manner prescribed by the building principal.
25. In the event the Department Chairperson position not be filled, classroom teachers will not be required to perform duties of the Department Chairperson.
26. An attempt will be made to limit all faculty meetings to one hour and such meetings will begin promptly after student dismissal.
27. When budget cuts are necessary, individual teachers are to be consulted, if at all possible, as to equipment, materials and supplies requested.
28. Salary credit for successful completion of inservice training courses may be granted upon prior approval at the discretion of the Superintendent. Such credit will be based on the formula of fifteen (15) hours cumulative equals one graduate credit hour.
29. Classroom teachers shall be encouraged to attend professional conferences subject to budgetary limits and with requests submitted as much in advance as reasonably possible. Teachers absent from a regularly scheduled District conference day will be required to meet with their building principal upon the teacher's return to school.
30. The President of the Association or his designee shall work with the Superintendent in creating committees for planning future staff development days.
31. The scheduling of spring parent conferences in the elementary schools shall include only parents of students who each classroom teacher judges can benefit from such conference. However, any parent requesting a conference will be granted same.
32. All teachers and professional staff assigned to the elementary school may be given morning, afternoon or special supervisory duties as determined by the principal. This clause is intended to increase the pool of staff to perform duties and is not intended to increase the scope of duties.

33. Teachers already receiving compensation for extra curricular duties will not be granted comp time when school is not in session but their presence is required at an activity except with prior approval of the Superintendent.

Coaches and advisors receiving compensation for extra curricular duties will be in attendance at all scheduled activities and events related to their appointment. In the event of an emergency, a substitute approved by the building principal will be provided.

34. If the school district AED operator is serving in a totally voluntary capacity (i.e. without any compensation and/or outside of any job requirements), the Good Samaritan Law would apply.

If the school district employee performs AED services and receives no compensation from the district other than such employee's usual compensation (which can include salary or overtime or per event stipend), the Good Samaritan Law would apply.

If the school district provides direct compensation to the AED operator – such as a stipend for performing AED services, or a salary paid to an individual specifically hired to provide AED services, the Good Samaritan Law does not apply, and liability coverage would be provided to the extent available under the district's liability and indemnification policies.

ARTICLE VII

INSTRUCTIONAL FREEDOM

- A. It is the right of the administration, teachers and librarians to identify materials to be used in the academic program.
- B. Students and parents are encouraged to make suggestions as to the selection of library and classroom materials, subject to the approval of the professional staff.
- C. Diverse materials must be used in the academic program to provide for the needs of all students.
- D. Material considered to be of possible controversial nature should be balanced with other materials so as to offer varying points of view.
- E. Materials shall not be excluded because of social, ethnic, political or religious views.
- F. It is the intent of the Board to entrust the selection of academic materials to the staff and administration, under a framework established by the Board of Education which reserves to itself the right of making final decisions.
- G. Parental Objections
 - 1. Criticism of books or other materials used in the program shall be submitted in writing as per the authorized form to the building principal.

2. Where the nature of a book is such that one section or more may be objectionable to parents, the teacher shall work out an alternative assignment.
3. In no case will a student be required to read material or view materials which his parents deem objectionable.
4. If objections are delivered personally to Board members, the person objecting shall be advised to contact the Superintendent and to fill out the form (Appendix C) and return it as soon as possible to the Superintendent.

ARTICLE VIII

TEACHER EVALUATION PROCEDURES

- A. Evaluation conferences shall be held between the Superintendent or other administrators and teachers. In the case of non-tenured teachers, at least three will be held during the first year and two each year thereafter. The first observation of non-tenured teachers by the Superintendent will be scheduled at the mutual convenience of both parties. No pre-observation notice need be given for subsequent observations by the Superintendent.

Individual teacher evaluations shall not be done by administrative interns without confirming observations by the building principal.

1. Teachers shall be evaluated using the standard form, Appendix B, as revised and a part of this contract.
2. The conference shall include a discussion of the effectiveness of the teacher in these areas:
 - a. Classroom performance
 - b. Rapport with faculty and students
 - c. Ability to work in the program
 - d. Overall building responsibilities
 - e. Any other areas covered by the evaluation form

- B. Written evaluations shall be signed by the teacher and the Superintendent or administrator doing the evaluating.

1. Conference procedures shall follow the format outlined in Article VI, Section 6, of this contract.
2. In case of a teacher not being recommended or rehired, the Superintendent shall provide a summary utilizing information from the standard forms (Appendix B), if the teacher in question so desires. Upon receipt of the evaluation form, the

Superintendent will add his written comments to that form and then return it to the teacher.

ARTICLE IX

GRIEVANCE PROCEDURE

A. PURPOSE

It is the desired objective of the parties to encourage the prompt resolution of grievances as they arise. The procedure is intended to provide an orderly procedure for the resolution of such grievances and may be utilized without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in later grievance proceedings.

B. DEFINITIONS

1. "**Grievance**" shall mean any claimed violation, misinterpretation or inequitable application of any existing contract laws, rules, procedures, regulations, administrative orders and work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to teachers or supervision of teachers.
2. "**Days**" shall mean school days as designated on the current school calendar and for the period from July 1 to August 31, week days when ~~the~~ District office is open.
3. "**Principal**" shall mean Building Principal or Director of Athletics.
4. "**Aggrieved**" shall mean any person or group of persons in the bargaining unit to which this agreement applies or the Association.

C. GRIEVANCE SUBMISSION

1. Before submission of a written grievance, the aggrieved must attempt to resolve it informally with the immediate superior (except as indicated in C.2. following next).
2. Grievances having district-wide application may be submitted directly at the Superintendent's level by the Association's Grievance Committee.
3. The Association may submit any grievance.
4. A grievance shall be deemed waived unless it is submitted, in writing, within ten (10) days after the aggrieved party knew of, or should have known of, the events or conditions on which it is based.

5. Each grievance shall be submitted, in writing, on a form approved by the Chief School Administrator and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

D. PROCEDURES

STEP 1

The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the grievance committee of the Little Falls Teachers Association.

STEP 2

If the aggrieved is not satisfied with the determination of a grievance at Step 1, he/she may within ten days of the response by the Building Principal, or within ten days of the time such response was due, submit the grievance, in writing, to the Superintendent for review and determination.

STEP 3

The Superintendent or his designee shall meet with the aggrieved and his representative (if the aggrieved desires a representative) at a reasonable time and place designated by the Superintendent within five days after the presentation of the appropriate appeal documents to the Superintendent's office. Such meetings shall be an attempt to resolve the grievance.

Within ten days after such a meeting or meetings, the Superintendent or his designee, after consultation with the Board of Education, shall make a decision in writing, setting forth his conclusions with respect to the grievance, and setting forth his reasons for such conclusion. A copy of such decision shall be given to the aggrieved and the Association.

STEP 4

If the Association is not satisfied with the disposition of any grievance at Step 3, it may within ten days submit the grievance to an arbitrator by registered mail with a copy to the Superintendent.

In the event Mr. Markowitz should not be available to perform the required arbitration, both parties agree that a new and mutually acceptable arbiter shall be designated by appropriate amendment to this section.

In the event the parties cannot agree on an arbiter, they shall request a list of arbiters from the American Arbitration Association.

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbiter.

The arbiter will have authority to hold hearings and make procedural rules. The aggrieved employee, the Association and the Superintendent shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request a written transcript of such hearings. Any of the persons having standing, as well as the arbiter, may request and obtain from the various parties all pertinent information not privileged by law, in their possession or control, and which is relevant to the issues raised by the grievance. All hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the board, the employee, and the Association, and shall set forth his findings of fact, reasonings, conclusions and decisions on the issues submitted.

The arbiter shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which shall be violative of the terms of this agreement. The decisions of the arbiter shall be final and binding upon all parties.

The expenses of the arbitration, including the arbiter's fees, his expenses, a transcript of the hearings, etc., shall be shared equally by the Association and the Board if the Association signed the appeal to Step 4. If the Association did not sign the appeal to Step 4, the expenses shall be shared equally by the Board and the aggrieved person.

ARTICLE X

DUES DEDUCTIONS

- A. The Superintendent agrees to deduct from the salaries of the Bargaining Unit members dues for the Little Falls Teachers Association, the New York State United Teachers and the American Federation of Teachers and transmit the monies promptly to such Association or Associations.
- B. The Association will certify to the Superintendent in writing the current rate of the membership dues of the Association named in Section A above. The Association will give the Superintendent thirty days written notice prior to the effective date of any change.
- C. Deductions referred to in Section A above will be made in equal installments throughout the school year.

- D. The Superintendent agrees that he will not accord dues deduction or similar check off rights to any other organization.

PAYROLL DEDUCTION

Payroll deductions for the Federal Teachers Credit Union and Annuity policies, only if the teachers involved so desire, will be provided.

ARTICLE XI

ENFORCEMENT PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties.
- B. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be reproduced at the expense of the Board and the Association and open to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- E. **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

This Agreement shall remain in full force and effect until June 30, 2006.

FOR THE LITTLE FALLS CITY SCHOOL DISTRICT:

DATE

FOR THE LITTLE FALLS TEACHERS ASSOCIATION:

DATE

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APPENDIX A-1

EXTRA SERVICE WAGE SCHEDULES

Index to be applied to the current year's salary schedule, given credit for years of experience in the extra-service position, up to a maximum of Step 12. Movement from maximum Step 7 to Step 12 will be one year at a time starting in 2004-2005 until the new cap is reached.

<u>EXTRA SERVICE POSITION</u>	<u>INDEX</u>
Adult Education Director	0.020
Music Coordinator	0.035
Health Coordinator	0.025
Language Arts Coordinator	0.025
Audio-Visual Coordinator	0.035
Drama Coordinator	0.055
Department Chairpersons	
Home Ec./Bus./Lang.	0.035
Social Studies	0.035
Mathematics	0.035
English	0.035
Music/Art/Ind. Arts	0.035
Science	0.035
Health, P.E, Spec. Ed.	0.035
Team Leaders	
Grade 6	0.015
Grade 7	0.015
Grade 8	0.015
Grade 9	0.015
Grade K-5	0.015
Secondary Guidance	
High School	0.100
Middle School	0.075
Class Advisors	
Seniors (2)	0.030
Juniors (2)	0.030
Sophomores (2)	0.015

Freshmen (2)	0.015
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Appendix A-1

8th Grade (2)	0.005
7th Grade (2)	0.005
6th Grade (2)	0.005
Newspaper Supervisor	0.035
Yearbook Supervisor	0.055
Cheerleading - Basketball	0.035
Cheerleading - Football	0.030
F.B.L.A. Advisors (2)	0.040
Student Government (2)	0.030
Monogram Club Advisor	0.015
GAA Advisor	0.015
Asst. Drama	0.015
Library Club	0.010
National Honor Society	0.015
Bus Duty - High School (2)	0.035
Bus Duty - Middle School (2)	0.035
SADD	0.010
Middle School Student Government	0.030
Middle School Yearbook	0.030
Benton Hall Yearbook	0.030
College Now/Advanced Placement*	0.030
Middle School Newspaper	0.020

Teen Aids Task Force

0.010.

The position of SYSOP (Systems Operator) in each building will be added to Appendix A-1, Extra Service Wage Schedule at an hourly rate of \$18.00 up to a maximum not to exceed a 0.075 index.

* College Now and Advanced Placement teachers were added at .030 for the first year that such course is taught.

APPENDIX A-2

COACHING PAY

Index to be applied to the current year's salary schedule, given credit for years of experience as defined below, up to a maximum of Step 12. Movement from maximum Step 9 to Step 12 will be one year at a time starting in 2004-2005 until the new cap is reached.

Experience will be defined as:

- a. Cumulative years at a given level of a given sport.
- b. Transfer factor from a lower level to a higher level of the same sport will be 0.5.
(Example: 10 years J.V. = 5 years Varsity)
- c. Transfer experience from another school will be cumulative to 7 years.
- d. Experience will not be transferable between/among sports.

Coaches will be paid at the completion of their sports season. Winter coaches in Boys and Girls Basketball, Boys and Girls Volleyball and Wrestling will be paid in two installments.

	Fall	Winter 1	Winter 2	Spring
2003-04	Payroll #9	Payroll #12	Payroll #18	Payroll #24
2004-05	Payroll #9	Payroll #12	Payroll #18	Payroll #24
2005-06	Payroll #9	Payroll #12	Payroll #18	Payroll #24

No additional monies will be paid for play-offs.

COACHING POSITIONS

INDEX

Boys Athletic Coordinator	0.100
Girls Athletic Coordinator	0.100
Boys Varsity Basketball	0.100
Varsity Wrestling	0.100
Varsity Football	0.100
Girls Varsity Basketball	0.100
Boys Varsity Baseball	0.080
Boys Varsity Track	0.080

Boys J.V. Basketball	0.080
Varsity Soccer	0.080
Girls Volleyball	0.080
Girls Varsity Track	0.080
Varsity Field Hockey	0.080
Varsity Softball	0.080
Girls J.V. Basketball	0.080
Boys Cross Country	0.070
Boys Volleyball	0.080
Assistant Football (2)	0.070
Assistant Wrestling	0.070
Boys Tennis	0.070
Girls Tennis	0.070
Modified Boys Soccer	0.050
Modified Girls Soccer	0.050
Boys Assistant Track	0.060
Golf	0.060
Girls Assistant Track	0.060
Assistant Varsity Baseball*	0.070
J.V. Field Hockey	0.060
Boys Modified Football (2)	0.050
Boys Modified Basketball (2)	0.050
Boys Modified Track	0.050

Boys Modified Baseball	0.050
Boys Bowling	0.050
Modified Field Hockey	0.050
Girls Modified Volleyball	0.050
Girls Modified Basketball (2)	0.050
Girls Modified Track	0.050
Girls Modified Softball	0.050
Girls Bowling	0.050
Modified Wrestling	0.050

***Assistant Varsity Baseball Coach position will be maintained with the provision for annual review of that position.**

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APPENDIX B
LITTLE FALLS CITY SCHOOL DISTRICT
TEACHER EVALUATION REPORT

Probationary 1 2 3 4 5 Tenure

NAME: _____

ASSIGNMENT: _____ SCHOOL: _____ YEAR: _____

- DIRECTIONS:** A. Major headings will be marked in the following code letters:
Improvement Needed - IN
Showing Satisfactory Improvement - SI
Satisfactory - S
- B. Subheadings may be marked plus (+) or minus (-) to indicate particular strength or weakness, or N.O. for no opportunity to observe. Blank subheadings shall indicate satisfactory rating.

A. PERSONAL QUALITIES / Areas of Strength:

- | | |
|----------------------------|---------------------|
| ___ 1. Emotional Stability | ___ 6. Adaptability |
| ___ 2. Judgment | ___ 7. Reliability |
| ___ 3. Leadership | ___ 8. Tact |
| ___ 4. Personal Appearance | ___ 9. Attitude |
| ___ 5. Speech | |

B. PERSONAL PERFORMANCE / Areas and Suggestions for Improvement:

- ___ 1. Knowledge
- ___ 2. Explanations and Assignments
- ___ 3. Planning of Learning Experiences
- ___ 4. Understanding of Pupils (Rapport)
- ___ 5. Pupil Control
- ___ 6. Pupil Respect
- ___ 7. Evaluation of Pupil Learning
- ___ 8. Ability in Routine Matters
- ___ 9. Physical Health as it may affect Performance

C. PROFESSIONAL ATTITUDES AND RELATIONSHIPS

- 1. Relationship to Total School and Program
- 2. Relationship with Staff
- 3. Relationship with Parents
- 4. Willingness to do more than Required
- 5. Adherence to Policies
- 6. Use of Supplies and Equipment
- 7. Response to Constructive Suggestions
- 8. Interest in Professional Growth
- 9. Contribution to School, Home, Community Relations

Shortcomings which pose a Question as to Continued Employment:

PROCEDURES: After a minimum of one observation of probationary and tenured personnel the evaluator shall hold a conference with the person observed. This form shall be used as the basis for the conference(s) and shall be completed in triplicate at the conference or before. At the conclusion of the conference the forms shall be signed as indicated. The original shall be sent to the Superintendent of Schools, one copy kept by the Evaluator and one copy given to the teacher

CLASS-SECTION-COURSE-GRADE OBSERVED: _____

ADDITIONAL COMMENTS:

RECORD OF OBSERVATION(S)

TIME

FROM _____ TO _____

FROM _____ TO _____

FROM _____ TO _____

Date(s) of conference(s) based on above observation(s) _____

SIGNATURE OF EVALUATOR _____ DATE _____

STATEMENT OF EVALUATED EMPLOYEE

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I have read the foregoing report and have had one or more conferences concerning it. Signature of teacher indicates only that he/she has seen this report.

SIGNATURE OF TEACHER _____ DATE _____

Teacher may add additional comments if desired:

APPENDIX C

LITTLE FALLS CITY SCHOOL DISTRICT
LITTLE FALLS, NEW YORK 13365

Please fill out and return to the Building Principal.

1. Name of parent or guardian _____
2. Name of student _____
3. Name of assigning teacher _____
4. Student's grade level _____
5. Title and author of work _____
6. Are you certain that the above work was required or suggested to the students by the above named teacher? _____
7. Have you completely read the work? _____
8. Please cite the passages which, in your opinion, are in some way objectionable.

9. In your opinion, what is the effect that the above title is likely to have on a student?
10. Have you checked the opinion of literary critics concerning the literary merits of the title?

APPENDIX D-TEACHER ASSISTANTS

I. Salaries

- A. Teacher Assistants will receive raises equal to the percentage increase applied to Teacher salaries, beginning with the 1992-1993 school year.
- B. A longevity increment of \$1,000 will be paid to those who have completed 19 years of credited service. An additional longevity increment of \$600 will be paid to those who have completed 29 years of credited service. Longevity payments will be included as part of the Teachers Assistant's regular pay.

C. Extracurricular Pay

The Superintendent agrees that if no teacher applies for an extra-curricular position, first consideration will be given to qualified Teacher Assistants.

D. Insurance

The District agrees to provide benefits for Teacher Assistants as it does for Teachers and as outlined in Article III, D. Numbers 1-6 of the agreement between Little Falls City School District and the Little Falls Teachers Association.

E. Terminal Leave Pay

A Teacher Assistant who notifies the District of the intention to retire by May 1st preceding the intended final year of employment and who submits to the District by September 5th of the intended final year a letter of resignation effective June 30th of that year will be granted \$15 for each unused sick day up to a maximum of \$4,000 for retirement. This total sum will be applied as part of the Teacher Assistant's regular salary during the last year. The June paychecks will be used to make any modifications necessary due to the use of sick days.

II. Leaves

Teacher Assistants will be given the same consideration as Teachers as outlined in Article IV. A. and B. of this contract.

III. Evaluation

A. Teacher Assistants will be evaluated using the form provided as Appendix B of this contract.

B. Evaluation conferences will be held between the Superintendent or Administrator and Teacher Assistants. These conferences should be held at least once each year.

C. Written evaluations will be signed by the Teacher Assistant and the Superintendent or Administrator doing the evaluation.

IV. Grievance Procedure

Teacher Assistants will be given the same consideration as Teachers under Article IX of this contract.

V. Dues Deduction

Teacher Assistants will have the same consideration as under Article X of this contract.

VI. Miscellaneous

1. Teacher Assistant positions will not be created and/or used to replace Teacher positions.
2. Positions traditionally held by Teacher Aides will not be indiscriminately reassigned as Teacher Assistant positions.
3. Teacher Assistants will work the same work year schedule as provided in the current contract.

APPENDIX E - DISTANCE LEARNING

The following terms and conditions represent a negotiated appendix to the 1993-95 Agreement between the Superintendent of Schools of the Little Falls City School District and Little Falls Teachers Association concerning Distance Learning.

It is therefore agreed that the Little Falls teachers Association and the Little Falls City School District will participate in a Distance Learning Program under the following conditions:

A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the students (children) of the District.

B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District transmitting/receiving courses in that tenure area through a Distance Learning Program.

C. The parties agree that training for participants will be provided. The costs of appropriate training shall be established and borne by the District. The District agrees to pay the negotiated per diem rate for training which occurs outside the regular school day.

D. The Superintendent and the LFTA President agree to co-chair a Distance Learning Governance Committee to oversee the Little falls City School District's participation in the Distance Learning Program. This committee, operating under the consensus model, will review and recommend transmitted and received courses, and address problems as they arise. This committee shall consist of the Superintendent of Schools, the Association President, the Board of Education President or his designee, the High School Principal, and three teachers selected by the LFTA. The committee will seek input from any department impacted by the Distance Learning offerings.

E. The District agrees to assign personnel to the Distance Learning Room during each period of operation to provide supervision and to be available to operate equipment. Any personnel volunteering or assigned to the Distance Learning Room will be adequately trained at District expense.

F. Participation in the Distance Learning Program's transmission of courses will be on a voluntary basis.

G. The District agrees to allow the Little Falls Teachers Association to use the Distance Learning facility when necessary. This use should no interrupt the regular educational program.

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TRANSMITTING FROM LITTLE FALLS HIGH SCHOOL

H. Any program delivered from this school district for the purpose of educating students shall be taught by a bargaining unit employee. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purpose of student review and/or makeup work.

I. The time of transmission will be determined by the District, within the normal confines (starting and ending times) of the daily schedule of classes.

J. The classroom teacher shall not have the responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal, and appropriate training will be provided.

K. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.

L. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.

M. The teacher will not be required or expected to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out of district parents will be invited to Open House in the same manner as host school parents.) The teacher and receiving district may make mutually acceptable arrangements, including compensation, for attendance at such functions beyond the limits as described above.

N. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.

O. Evaluation of the host teacher will be done in accordance with provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

P. Any audio-visual tapes of the classes are the property of the teacher.

Q. The calendar of the host district shall be used for each course being taught.

R. Textbooks and other materials for Distance Learning courses shall be determined by the host teacher in conformity with the host district's normal practice.

S. The parties recognize that adequate preparation is a necessary part of a successful Distance Learning Program and agree to dedicate for curricular work and staff development \$3,000 of additional monies for each course transmitted. Distribution of this money will be determined by the Distance Learning Governance Committee.

T. The parties recognize the additional preparation time requirement for Distance Learning Courses and agree that any teacher who volunteers to teach a Distance Learning class will have an additional preparation period.

RECEIVING DISTANCE LEARNING COURSES

U. No class shall be received for any course currently being taught, or any course taught in the last seven years, without mutual consent of the parties. Consent may only be granted for one year at a time.

V. The receiving district shall not require its bargaining unit members to be responsible for grading, extra help, or lesson planning for any received classes.

W. A district employee may be assigned to the receiving class to provide assistance to the students and to be available to operate equipment. This employee would also be available to liaison with the sending teacher.

X. However, if the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person is requested to attend meetings outside normal work time, the meetings must be at mutually agreed upon times. The district shall compensate the employee at the negotiated rate.

Y. If the district assigns a teacher to a receiving class, such assignment will count as a class in the teacher's normal load, and may not be assigned as an additional class or duty.

THE TERMS OF THIS ADDENDUM WILL REMAIN IN EFFECT FOR A TWO YEAR TRIAL PERIOD UNLESS EXTENDED OR RENEGOTIATED BY THE PARTIES. THE EFFECTIVE DATE OF THIS ADDENDUM IS FROM JULY 1, 2000 THROUGH JUNE 30, 2003.

APPENDIX F

**TEACHERS EMPLOYED PRIOR TO SEPTEMBER 1, 2000
SALARY SCHEDULE CHOICE**

Name _____ (print)

I freely and with full knowledge of the choices available to me do hereby select placement on the salary schedule as follows:

_____ Schedule A (existing schedule)

_____ Schedule B (new schedule)

I understand that my selection commits me to that salary schedule for the remainder of my career with the Little Falls City School District.

Signature

Date

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In witness whereof, the parties have executed this agreement through their duly authorized representatives as of the 1st day of March 2004.

Little Falls Teachers Association

Little Falls City School District

Alfred Manieri
Alfred Manieri, President

William Gokey
William Gokey, Superintendent of Schools

3-1-04
Date

3/1/04
Date

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