



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Locust Valley Central School District and Locust Valley School Employees Association (2002)**

Employer Name: **Locust Valley Central School District**

Union: **Locust Valley School Employees Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/06**

Number of Pages: **48**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

TA
5498

AGREEMENT

BETWEEN

LOCUST VALLEY SCHOOL EMPLOYEES ASSOCIATION

AND

LOCUST VALLEY CENTRAL SCHOOL DISTRICT

(JULY 1, 2002 - JUNE 30, 2006)

RECEIVED

FEB 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

234

AGREEMENT

Between

LOCUST VALLEY SCHOOL EMPLOYEES ASSOCIATION

and

LOCUST VALLEY CENTRAL SCHOOL DISTRICT

(July 1, 2002 - June 30, 2006)

TABLE OF CONTENTS

	PAGE
<u>I</u> <u>THE AGREEMENT</u>	1
A. <u>Definitions</u>	1
B. <u>Appropriate Unit</u>	1
C. <u>Recognition</u>	1
D. <u>Duration</u>	1
E. <u>Renegotiations</u>	2
F. <u>Priority of Agreement</u>	2
G. <u>Rights of the Parties</u>	2
<u>II</u> <u>ASSOCIATION STATUS AND RIGHTS</u>	3
A. <u>Right of Organization</u>	3
B. <u>Right of Representation</u>	3
C. <u>Nondiscrimination</u>	3
D. <u>Dues Deductions</u>	4
E. <u>Dues Remittance</u>	4
F. <u>Association Time</u>	4
G. <u>School Facilities</u>	5
H. <u>Bulletin Boards</u>	5
<u>III</u> <u>PROFESSIONAL EMPLOYEE'S STATUS AND RIGHTS</u>	5

TABLE OF CONTENTS

	PAGE
A. <u>Use of Professional Time</u>	5
B. <u>Teachers' Assignments</u>	5
C. <u>Vacancies and Transfer Requests</u>	6
D. <u>Classroom Discipline</u>	8
E. <u>Evaluations, Complaints, Files</u>	8
F. <u>Professional Organization</u>	10
G. <u>Conference Funds</u>	11
H. <u>Teacher Facilities and Supplies</u>	11
<u>IV</u>	
<u>SCHOOL HOURS AND TEACHING DUTIES</u>	11
A. <u>School Calendar</u>	11
B. <u>Staff Development</u>	12
C. <u>Teaching Load</u>	12
1. Maximum Number of Classes in Secondary School	12
2. Establishment of Professional Duty Assignments	13
3. Custodial Duties	14
4. Temporary Assignments	15
5. Overloads	15
6. Teacher Schedules	15
7. Duty-Free Lunch	16
8. Assignment Load – Shared Teachers	16
9. Elementary Preparation Time	16
10. Workday and Work Year of Helping Teachers – Elementary	16
11. In-School Suspension Room	17

TABLE OF CONTENTS

	PAGE
<u>V</u> <u>COMPENSATION</u>	17
A. <u>Salary</u>	17
B. <u>Payment Cycle</u>	18
C. <u>Activity Sponsorships and Coaching Compensation</u>	18
D. <u>Activity Rehearsal or Preparation Time</u>	19
E. <u>Compensation for Miscellaneous Positions</u>	19
F. <u>Compensation for Committee Work</u>	20
G. <u>Retirement Incentive</u>	20
H. <u>Class Coverage</u>	22
I. <u>403(b) Tax Sheltered Annuity Payments</u>	22
<u>VI</u> <u>EMPLOYEE BENEFITS</u>	23
A. <u>Health Insurance</u>	23
B. <u>Group Life Insurance</u>	24
C. <u>Dental Insurance</u>	24
D. <u>Disability Coverage</u>	24
E. <u>Tax Sheltered-Annuity</u>	24
F. <u>Sick Leave</u>	24
G. <u>Sick Leave Compensation at Retirement</u>	26
H. <u>Personal Leave</u>	26

TABLE OF CONTENTS

	PAGE
I. <u>Child Care Leave</u>	27
J. <u>Jury Duty - Hearing Panelist</u>	28
K. <u>Section 125 Cafeteria Plan</u>	28
L. <u>Section 457 Plan</u>	28
<u>VII</u> <u>PART-TIME TEACHERS</u>	29
<u>VIII</u> <u>DISCIPLINE AND GRIEVANCE PROCEDURE</u>	30
A. <u>Teacher Protection</u>	30
B. <u>Formal Action</u>	30
C. <u>Rules and Regulations</u>	30
D. <u>Right of Representation</u>	30
E. <u>Grievance Defined</u>	31
F. <u>Grievance Procedure</u>	31
2002-2003 Salary Schedule	33
2003-2004 Salary Schedule	34
2004-2005 Salary Schedule	35
2005-2006 Salary Schedule	36
Appendix One - Plan for Supervision and Evaluation of Teachers	37

AGREEMENT between Locust Valley Central School District ("District") Town of Oyster Bay, Nassau County, New York and the Locust Valley School Employee Association ("Association")

I

THE AGREEMENT

A. Definitions

As used herein, the following terms shall have these meanings:

"Teacher" means a member of the negotiating unit defined in paragraph B below.

"Certified" refers to both permanent and provisional certificates and certifications pending in accordance with Section 80.32 of the Regulations of the Commissioner.

"District" means Locust Valley Central School District.

"Association" means the Locust Valley School Employees Association.

B. Appropriate Unit

The appropriate employer-employee negotiating unit in accordance with Section 207.1 of the Civil Service Law which this agreement applies consists of all certified members of the teaching staff including classroom teachers, social workers, guidance teachers (counselors), librarians and psychologists and helping teachers (elementary) and excluding all administrative personnel, the Department Chairpersons, Department Leaders and the District Director of Physical Education and Athletics, principals, teacher assistants, and all non-certified personnel, monitors, custodial, clerical and food service personnel and teachers' aides.

C. Recognition

Recognition of the Association is hereby confirmed and extended for the maximum period permitted by law, on the basis of the Association's compliance with all provisions of Article 14 of the Civil Service Law.

D. Duration

This agreement shall be effective from July 1, 2002, until midnight June 30, 2006.

E. Renegotiations

Negotiations for a new agreement shall commence no later than February 1 of the last year of this agreement.

F. Priority of Agreement

1. Where the provisions of this agreement are in conflict with District policy, this agreement shall govern, except as provided by law.

2. Nothing contained herein shall be construed to deny or restrict, with respect to any teachers, any rights they may have under the New York State Education or Civil Service laws or any other applicable laws and regulations.

The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

3. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

G. Rights of the Parties

1. Rates of pay, hours of work, and conditions of employment in effect prior to this agreement and not covered by this agreement shall not be reduced without good cause during the term of this agreement.

2. The District has complete authority over the policies and administration of the school system. The District shall continue to retain the exclusive right, among other customary rights of school boards and employers, to determine the standards of selection for employment, direct its employees, to hire, promote, transfer and assign employees, take disciplinary action, deny tenure, maintain the efficiency of the District operation, determine the methods, means and personnel by which District operations are to be conducted, determine the contents of jobs, take all necessary actions to carry out its mission and execute complete control and discretion over the District's organization and the technology of performing District affairs. The foregoing rights shall not be exercised in a manner which violates any provision of this agreement.

3. The parties recognize that this agreement is the result of professional negotiations between them and is intended to be in full settlement of all issues respecting salaries, hours and other terms and conditions of employment, and all other matters which are the subject of professional negotiations. Therefore, each of the parties, for the life of this agreement, agrees that the other shall not be obligated to negotiate collectively with respect to any issue of salaries,

hours, or other terms and conditions of employment not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

4. The Locust Valley School Employees Association agrees not to strike for the duration of this agreement or to engage in any form of slowdown or work stoppage. The LVSEA also agrees not to participate or encourage any form of economic sanction against the District.

In addition, the LVSEA shall not prompt or induce any employee of the District to engage directly or indirectly in any strike, slowdown, work stoppage, or other form of economic sanction.

5. The cost of printing this agreement shall be borne equally by the parties.

II

ASSOCIATION STATUS AND RIGHTS

A. Right of Organization

Teachers shall have the right to join and participate in the Association.

B. Right of Representation

1. Teachers shall have the right to be represented by the Association to negotiate collectively with their District in the determination of their wages, hours and terms and conditions of employment, and the administration of grievances.

2. When new teachers are hired, the District will notify the Association, giving name, address, and position for such hires.

C. Nondiscrimination

1. The District will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Constitutions or laws of New York State or the United States.

2. The District will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participating in any activities of the Association, including collective negotiations with the District, or institution in good faith of any grievance, complaint, or proceeding under this agreement with respect to any terms or conditions of employment.

3. This agreement and the rates of pay, hours, and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious or unjustly discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications.

D. Dues Deductions

Subject to reasonable procedural requirements, teachers may sign and deliver to the District an assignment authorizing deduction of membership dues and assessments of the professional education associations, in level amounts each semi-monthly pay period during the school year.

E. Dues Remittance

The District shall make a reasonable effort to remit dues to the Association by the tenth (10th) of the following month.

F. Association Time

1. Duly authorized representatives of the Association shall be permitted to transact official Association business directly related to the administration of this agreement on school property during the school day, but at times that shall not interfere with or interrupt school operations of the individual school duties and responsibilities of such representative. The transaction of Association business will usually be restricted to those periods of the day when the teacher does not have assigned teaching or supervisory assignments. Exceptions granted for unusual circumstances are at the discretion of the principal and are to be granted in advance and in writing. The principal shall not be authorized to allow Association business to take preference over the needs and/or requests of students.

2. The Association shall certify to the District the names of its authorized building representatives and their alternates in each building. There shall be a maximum of nine building representatives, one each for the four elementary buildings and five for the Middle and Senior High Schools.

3. When an Association representative meets by agreement with a District representative during the school day, such meeting shall be without loss of pay.

4. The President of the Association and, during the last year of the contract, the chairperson of the Association Negotiating Committee, shall be relieved of regular homeroom study hall, or equivalent assignments. Such relief of duties shall be conditional upon coverage for the vacated assignments being maintained by other members of the teaching staff.

G. School Facilities

1. Subject to District rules and regulations of general applicability, the Association and its representatives shall have the right to use school buildings for meetings, and shall have access to District typewriters, duplicating and audiovisual equipment. The Association shall provide competent operators, and pay for all materials and supplies incident to such use at the cost to the District.

2. The Association shall be entitled to reserve one day of the week (to be agreed upon at the beginning of each school year by the Superintendent and the President of the Association) for Association meetings after school, and the administration will make every reasonable effort not to schedule other business at those times. However, where District requirements do not make this practicable, the needs of the administration shall take precedence. Ten of the aforesaid meetings may be scheduled by the Association at 3:15 p.m., and all teachers who have fulfilled their obligations may attend such meetings.

H. Bulletin Boards

1. The Association shall have the right to post notices of its legitimate activities on a Faculty Room bulletin board in each school building. The Association may use the District mail service and teacher mail boxes for communications to teachers, provided the Superintendent and the building principal or principals (as the case may be) received copies of all general mailings.

2. No communication posted on such bulletin boards or transmitted through the District mail service shall tend to impugn the good name of any person or group.

III

PROFESSIONAL EMPLOYEE'S STATUS AND RIGHTS

A. Use of Professional Time

It is the objective of this District to relieve teachers of cafeteria, playground, and bus duty wherever such responsibilities can equally be met by other means. To this end the District agrees to make every effort to secure the maximum number of such teachers' aides as provided in the applicable school budget.

B. Teachers' Assignments

1. No teacher will be assigned to subject matter outside the teacher's major or minor fields without the teacher's consent, except on an emergency basis not to exceed one school year, or the balance of the current school year when the assignment is made during the school year, with immediate written notification to the Association.

2. Written notice of grade level and subject assignments for the forthcoming year shall be given to the teaching staff promptly and without delay as soon as such information can reasonably be determined. The target date will be June 1. In the event that later changes in such schedules, building assignments, or room assignments are made, the teachers affected shall be notified promptly in writing.

3. In addition to their regular daily responsibilities, special subject classroom teachers, such as Art, Music, and Physical Education, may be required to provide one (1) evening performance each school year. Any evening performances beyond those set forth shall be compensated as provided for in the Miscellaneous Salary schedule. Band directors will be compensated for the Memorial Day parade as provided for in the Miscellaneous Salary Schedule.

4. All unit members may be required to attend a maximum of four evening conferences (Open School Nights/ Open House/ Parent Conferences, etc.) per year. Unit members shall be paid \$65.00 for attending a fourth evening conference in any school year.

C. Vacancies and Transfer Requests

1. A vacancy is defined as a full-time classroom teaching position within the bargaining unit, coaching positions and sponsorships for which a certified teacher is needed on a permanent basis. As vacancies occur, the District shall post a notice of vacancy in each school building. The notice shall include a description of the position, the subject and grade level, and the building where the vacancy exists.

Teachers who desire to apply for the posted position must file a written statement of such desire within five (5) school days with the principal of the building in which the vacancy occurs with a copy to the principal of the building in which the teacher is currently assigned and to the teacher's chairperson or department leader at the Middle and Senior High Schools. The statement must set forth the reason the vacancy is sought and the applicant's qualifications.

In selecting personnel to fill any vacancy, the District shall consider professional experience in similar positions, level and quality of training, competence and other relevant factors. All applicants shall be considered.

All extra curricular and coaching appointments are to be made annually. Teachers appointed to these positions serve at the discretion of the Board but said assignments terminate annually no later than June 30th of each year. Teachers holding such positions shall serve at the discretion of the District. Where certification is required for employment, the District will obtain personnel qualified for the position.

Within two (2) school days of the selection of an applicant for the vacant positions the name of the person selected shall be posted in the same manner as the vacant position was advertised. Upon request by a teacher who has not been accepted, the reasons why the position

was filled with other personnel shall be given. The District shall have the right to fill vacancies which occur during the school year without regard to the provision of this section. However, positions filled in such a manner will be declared vacant and will be posted subject to the provisions of this section by May 15.

Nothing in this section shall be construed to prevent the District from filling vacancies from outside the District.

2. Administration Vacancies:

The Superintendent shall maintain a separate file of requests for consideration for vacancies in the school administration. Applications received by the Superintendent during each school year shall remain valid and on file until the beginning of the next school year. In addition, any vacancies that become known during the school year will be posted in order that there may be an opportunity for additional applications. Where a vacancy occurs after the close of the school year, to be filled for the beginning of the next school year, reasonable notice of prospective interview will be given to the applicants whose names are on file. Notice mailed to the summer addresses supplied by said applicants shall be sufficient.

3. Transfers

Definition: A transfer is defined as:

In elementary - - a change in assignment from one building to another.

In secondary - - a change from one building to another or from one subject area to another.

Statement of Principle: The principal criterion for consideration of a request for transfer is whether or not the transfer will result in the best educational program for the students of the District. The best educational program results from selection of a school faculty which is well balanced in terms of teachers' experience, general background and competence, among other relevant factors. Careful consideration of the above factors will be given when transferring teachers.

Voluntary Transfers: A request for transfer shall be made to the principal or department chairperson in writing by the teacher on or before March 1. The request shall indicate the transfer desired, the reasons for the request, and the applicant's qualification for the new position. Such a request represents consent to transfer to the position sought and may be acted upon without further consultation with the teacher. The Superintendent shall give consideration to the requested preference but may deny transfer if in the Superintendent's opinion it is not in the best interest of the District.

Involuntary Transfers: The parties recognize that in order to meet the staffing needs of the District, it may be advisable to transfer a teacher involuntarily. In such a case, the principal shall notify the teacher of the intended transfer. If the teacher objects to such transfer, a meeting with

the Principal and/or Superintendent shall be arranged in order to discuss the transfer. If the involuntary assignment is made, the Principal or Superintendent shall advise the teacher in writing of the reasons for the transfer. Where practicable, a teacher who has been involuntarily transferred may be transferred back to the position the teacher held prior to the transfer provided the teacher has held that position within the preceding four years.

D. Classroom Discipline

1. Teachers have full responsibility to maintain good order and student safety and discipline on school property, and in pupils' interest to take moderate, prudent, and reasonable action as necessary and within each teacher's capacity, provided there is not a disproportionate risk of physical hardship to the teacher.

2. A child who refuses obedience, who disrupts classroom work so seriously as to impede effective instruction, or who threatens or engages in serious physical violence shall be directed by the teacher to report immediately to the principal, or his or her designee, using such reasonable escort as the circumstances require, followed promptly by a written report from the teacher to the principal, or his or her designee, containing substantiating data on the behavior of the child.

3. Upon receiving such a report, the principal, or his or her designee, shall make a suitable investigation and shall promptly initiate a course of action that will best serve the needs of all concerned.

4. A pupil removed from class under paragraph 2 above shall not be returned to the classroom without opportunity for discussion between the principal, or his or her designee, and the teacher.

5. If the action by the principal, or his or her designee, is unduly delayed or if a series of actions by the principal or designee does not resolve the issue, the teacher may appeal to the Superintendent. The Superintendent shall set up an appropriate procedure for review and disposition of such cases. If the Superintendent finds that the continued presence of that child in a regular classroom so interferes with instruction as to be seriously detrimental to the interests of all the children (including the particular child), the Superintendent shall direct that the child not be returned to that class at that time.

E. Evaluations, Complaints, Files

1. Formal Teacher Evaluation:

The parties agree that the primary objective of the evaluation of teachers is to improve the quality of learning for children. The Association agrees that the responsibility for determining

the efficiency and effectiveness of its teaching staff is one of the primary obligations of the District. Accordingly, the parties agree that the District shall determine what action should be taken as a result of the formal evaluation of teachers.

No matter of formal or informal evaluation, for tenured or untenured teachers, or discipline or dismissal shall be the subject of any grievance recourse other than as provided by the tenure law. However, a teacher shall have the right to grieve an alleged failure on the part of the District to comply with the provisions of this section. If a teacher claims the evaluation was arbitrary or capricious, the issue may be grieved.

The parties agree that formal classroom evaluation of teachers shall be conducted by administrators certified to evaluate and by Department Chairpersons and Department Leaders. Chairpersons and Department Leaders shall not make formal evaluations of elementary school teachers. The District may continue to utilize Chairpersons and Department Leaders for evaluative responsibilities in the elementary schools for remedial reading, remedial writing, and remedial mathematics teachers as has been done in the past.

Formal evaluations shall include informal and formal observations. Formal observations are conducted under the procedures outlined below. For purposes of this clause the following definitions will be used.

2. Formal Observations:

Formal observations will be carried out in the following manner:

- a. There shall be a pre-observation conference between evaluator and teacher, followed by the actual classroom observation.
- b. Following the observation of the teacher in the classroom, there shall be a post-observation conference between evaluator and the teacher.
- c. Following the post-observation conference, a written, formal classroom observation report shall be placed in the teacher's personal/personnel file. The teacher will acknowledge that he/she has read the formal classroom observation report by signing the copy to be placed in the teacher's personal/personnel file. The signature shall not be deemed to constitute agreement with the contents of the formal classroom observation report.
- d. The teacher has the right to react to the report, in writing, and to have a copy of the teacher's response filed with the report.

3. Informal Observations

Informal observations, announced or unannounced, are observations which are not preceded by a pre-conference, but which are followed by feedback from the evaluator to the teacher.

Informal observations made by administrators are observations that are not considered complaints under Section 4 of this article or formal evaluation under Section 1 of this Article.

No adverse action against the teacher shall be taken pursuant to such informal observation, nor shall any notice relating to the informal observation be included in the teacher's personal/personnel file unless such matter is promptly reported to the teacher concerned.

Nothing in the foregoing, however, shall be construed to prevent administrators and supervisors following a conference with the teacher called for the purpose of discussing the matter, from summarizing and including in the teacher's file a report concerning such informal evaluations or observations made over a period of time in an amount or with a frequency sufficient to give the administrators and supervisors cause for concern. Any such report shall be signed by the teacher indicating that it has been discussed and that the teacher has read it. The teacher has the right to react to the report, in writing, and to have a copy of the teacher's response filed with the report.

4. Complaints Against Teachers

No adverse action against a teacher shall be taken upon any complaint by a student or parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal/personnel file unless such matter is promptly reported, in writing, to the teacher concerned.

Nothing in the foregoing, however, shall be construed to prevent administrators and supervisors following a conference with the teacher called for the purpose of discussing the matter, from summarizing and including in the teacher's personal/personnel file a report concerning parental or student complaints received over a period of time in an amount or with a frequency sufficient to give administrators and supervisors cause for concern. Any such report shall be signed by the teacher indicating that it has been discussed and that the teacher has read it. The teacher has the right to react to the report, in writing, and to have a copy of the teacher's response filed with the report. Nothing herein shall restrict written communication between members of the administration.

5. Right to Review Personal/Personnel Files

Teachers shall have the right to review their personal/personnel files during the normal school day, provided there is no interference with their scheduled duties or the duties of the administrator who is in charge of the files they wish to examine.

F. Professional Organization

Association officials shall be entitled to a total of twelve (12) professional days per year, prior notice to the Superintendent required, for Association use, for conference, arbitrations, PERB matter, etc. The Association is to pay the cost of the substitutes. If a single individual

uses more than six days under this provision, the Superintendent shall have the right to prohibit that individual from using additional days. Such prohibition shall be based solely on the individual's overall attendance record for the year. These days are not to be charged against the individual teacher's allocations.

G. Conference Funds

The applicable school budget will provide a separate fund for the attendance of the members of the teaching staff covered by this agreement at professional educational conferences with the approval of the Superintendent.

H. Teacher Facilities and Supplies

1. A committee of the Association consisting of at least one teacher from each school shall be appointed to meet with the appropriate District administrative head to review problems related to teacher facilities and supplies, and to study ways that may improve quality and economy, and expedite delivery and distribution.

2. The existing teacher reference library in each school shall be maintained.

3. The District will endeavor to provide a faculty room and work room in each school to the extent that space is available.

4. Desks and clean work areas shall be provided to all special subject teachers. The facilities referred to need not be for the exclusive use of any one teacher.

IV

SCHOOL HOURS AND TEACHING DUTIES

A. School Calendar

The school calendars shall be developed in consultation with the Association for approval by the Board.

The school year has 182 scheduled school days. Effective July 1, 2003 the district has the authority to schedule one or two more days in the school calendar. Based on the calendar for the upcoming year approved by the Board of Education, teachers will be compensated for the additional days as follows:

If the district schedules 183 school days, and if the number of instructional days is 181 or more, teachers will be compensated at the rate of 1/200 of their annual salaries for the additional day.

If the district schedules 183 school days and the number of instructional days is fewer than 181, teachers will be compensated at the staff development rate of \$175 for the additional day.

If the district schedules 2 additional days (184 total), 1 day (instructional) will be compensated at 1/200 of their annual salary and 1 day (staff development) will be compensated at \$175.

Teacher compensation for scheduled days exceeding 182 is based on the Board approved calendar and is not affected by the number of snow days that may be used during the school year.

The compensation for teachers for scheduled school days exceeding 182 will be paid equally into each paycheck.

B. Staff Development

At the discretion of the District, each year unit members shall be required to participate in a District organized staff development program of ten (10) hours, with the proviso that the District's requirement of staff development credit hours shall not be in addition to New York State Regents' professional development requirement. Unit members may elect to receive salary credit in accordance with District policy or a \$175 payment for so participating in each year.

C. Teaching Load

1. Maximum Number of Classes in Secondary School

a. Eight Period Day

When the Middle/Senior High School schedule consists of 8 periods, the maximum daily teaching and duty load without additional compensation in the Middle/Senior High Schools shall be five teaching periods, a lunch period, a duty period, a preparation period, and a homeroom/AD room period.

b. Nine Period Day

When the Middle/Senior High School schedule consists of 9 periods, the maximum daily teacher and duty load without additional compensation in the Middle/Senior High Schools shall be five teaching periods, a lunch period, two professional duty periods, a preparation period, and a homeroom/AD room period.

An exception of this daily schedule will occur when hall duty is assigned pursuant to Article IV Section C.3, "Custodial Duties." Periods shall be no more than forty-two (42) minutes, with a four (4) minute passing period.

c. The parties agree to re-open negotiations at the district's request on thirty days notice to negotiate a modification of the eight or nine period MS/HS day structure referenced in paragraphs "a" and "b" of this section.

2. Establishment of Professional Duty Assignments

The District may assign two professional duty periods. The listing or assignment of any duty under this section does not imply, nor shall it be deemed or interpreted to mean that said duties will only be performed during the professional duty period. Examples of professional duty assignments include activities such as:

- a. Provide students with additional extra help, tutoring opportunities, and work with students to develop study skills.
- b. Develop the teacher's ability to use the computer as an educational tool.
- c. Participate in professional growth opportunities.
- d. Discuss and interrelate with other staff members regarding a student's academic or other problems.
- e. Participate in case study, child study, and parent meetings.
- f. Communicate with parents regarding student performance, and other matters.
- g. Maintain department display case and classroom bulletin boards.
- h. Participate in the Education Council activities.
- i. Observe colleagues' methods and techniques in actual classroom situations when mutually agreed to by both teachers.
- j. Review and evaluate software teaching materials, textbooks, etc.
- k. Test and screen students.
- l. Develop ideas for new programs and/or revisions in the current program.
- m. Provide and develop enrichment activities for students.
- n. Evaluate and grade students.
- o. Review student folders.
- p. Prepare for student laboratory experiences.
- q. Supervise study hall.

Individual Needs

Teachers may be assigned such duties as:

- a. Communicate with teachers and principals to evaluate student progress.
- b. Review cumulative folders.
- c. Meet with school nurse, psychologist, remedial reading, learning disability teachers, and others.
- d. Write, review and evaluate IEP's.
- e. Contact parents and be available for parents contacting teachers.
- f. Counsel students at the initiation of the teacher, student, or principal.
- g. Perform diagnostic testing of pupils referred to the child study team (CST) and/or committee on special education (CSE); also attend CST and CSE meetings of pupils referred or pupils already classified.
- h. Administer classroom and other tests under modified conditions as called for by the pupil's IEP.
- i. For each pupil for whom the IN teachers is the "IN Advisor," the IN teacher will obtain regular written and verbal progress updates from pupil's teachers and will communicate with the teachers as needed.

In consultation with teachers, other professional activities may be developed by the Superintendent or principals for all Middle and Senior High School staff members. Such activities may be assigned to any teacher at the discretion of the principal, provided the teacher is qualified to perform the duty.

The administration shall have the right to make all assignments, to monitor the program and to ensure that assignments are professionally performed. No dispute concerning this section may be submitted to arbitration since it is the objective of the parties to resolve disputes through the grievance procedure.

3. Custodial Duties

a. Secondary Schools. Custodial duties, including cafeteria duty, in the secondary schools have been eliminated, with the following exception:

i. Hall duty may be assigned to secondary teachers under the following circumstances: Teachers shall be given the opportunity to volunteer prior to mandatory assignments being made. All teachers assigned hall duty will also be permitted to have a professional duty subject to the following limitation: No teacher who has hall duty will be required to have a professional duty before December 1st of the fall semester and such professional duty will conclude no later than the last day of High School classes of the fall semester. Additionally, no teacher who has hall duty will be required to have a professional duty before May 1st of the spring semester and such professional duty will conclude on the last day of High School classes of the spring semester. Teachers shall not be required to monitor bathrooms. Teachers assigned hall duty shall be rotated so as to avoid being scheduled for two consecutive years.

b. Elementary Schools. Elementary teachers shall not be assigned to custodial duties.

4. Temporary Assignments With respect to all duties in the elementary and secondary schools, the District shall retain the right to require teachers to perform occasional or temporary assignments in cases where the principal deems it necessary to make such assignments. A single teacher, or a small group of teachers, shall not be consistently assigned temporary duties.

5. Overloads

Overload assignments shall be voluntary. For each teaching period assigned in excess of twenty-five (25) teaching periods per week, an additional amount shall be paid each school year. That amount shall be equal to one-forty-fifth (1/45) the teacher's annual salary then in effect, times the number of teaching periods assigned in excess of twenty-five (25) per week. This extra payment provision does not apply to the duty period alternatives listed in Article IV Section C.2 above. There shall be no additional compensation paid for them.

6. Teacher Schedules

a. With the understanding that teachers' responsibilities are not limited to hours on school premises, and that teachers will remain on premises as necessary above the normal span of hours below to participate in professional staff meetings and conferences with students and parents, and to complete phases of class preparation which require school facilities, it is agreed that the normal span of required hours on school premises shall not exceed 7 hours 15 minutes including lunch. The regular class schedule will not end later than 3:10 P.M.

b. When it is anticipated that a special or non-scheduled activity may exceed such normal span, notice will be given during the week before, where possible.

c. On Fridays and the days before holidays, except in emergency and the closing day of school, teachers will normally be free to leave after all of their pupils have been dismissed from the school building and all immediate responsibilities are completed.

d. Unless an unusual situation requires, no secondary teacher will be assigned more than three consecutive subject teaching classes in a school day.

e. The elementary school program of a special subject teacher shall provide for at least a five (5) minute interval between classes. However, where the class change is to a different grade level, every reasonable effort shall be made to provide a ten (10) minute interval between classes.

f. All elementary teachers' schedules will be reviewed with faculty in each building by October 1 each year for the purpose of providing the best possible program for students and teachers.

7. Duty-Free Lunch

Within each month, every elementary school teacher shall receive a daily duty-free lunch period averaging forty-five (45) minutes. Teachers shall be free to leave their school building during their lunch period.

8. Assignment Load – Shared Teachers

The assignment load of a shared teacher will not exceed that of a regular classroom teacher. Non-teaching duties of a shared teacher will not be assigned at more than one building group. Shared teachers shall be provided adequate travel time between their building assignments. The shared teacher's principal shall be the principal of the building where the teacher is assigned for the major portion of the teacher's time.

9. Elementary Preparation Time

Teachers who work in an elementary school shall be scheduled for at least 30 minutes of uninterrupted preparation time daily between 9:00 a.m. and 3:00 p.m. In the event that a teacher cannot be so scheduled, she/he shall be guaranteed such a schedule in the succeeding year.

10. Workday and Work Year of Helping Teachers – Elementary

Each school day for elementary school helping teachers shall be thirty (30) minutes in excess of the regularly scheduled teachers' day.

The work year will be teachers work year plus ten (10) additional days during the year when teachers are on vacation. These days are to be designated in advance by the building principal. Helping teachers-elementary are to receive their regular salary and benefits. They will

also accrue elementary classroom teachers' seniority credit and their tenure status shall remain unchanged. They will be paid additional 1/200 of their salary for each of the ten (10) additional days they are required to work each year.

These positions will be filled only as deemed necessary by the superintendent of schools and as funds are provided in the existing budget.

11. In-School Suspension Room

Assignments to In-School Suspension Room may be made only with the consent of the teacher assigned. No more than ten (10) students may be assigned to such a classroom.

V

COMPENSATION

A. Salary

1. Schedules – All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.

2002-2003

Effective July 1, 2002 and ending June 30, 2003, the existing salary schedule shall be increased by 3.3%.

2003-2004

Effective July 1, 2003, and ending June 30, 2004, the salary schedule shall be increased by 3.4%.

2004-2005

Effective July 1, 2004, and ending June 30, 2005, the salary schedule shall be increased by 3.5%.

2005-2006

Effective July 1, 2005, and ending June 30, 2006, the salary schedule shall be increased by 3.5%.

Effective in 2002-2003 the amount at step 25 on the salary schedule shall be \$2,000 greater than step 24 at all education levels. The longevity reference on the salary schedule shall simultaneously be eliminated.

2. MA + 75

Eligibility for movement from MA + 60 to MA + 75 column is restricted in accordance with the following provisions:

- a. The 15 credits must be directly related to the teaching assignment of the teacher applying for such salary credit, or
- b. Each of the 15 credits must be part of a plan of study that has received the prior written approval of the Superintendent.
- c. Approval for salary credit at the MA + 75 level is to be requested and approved on the MA + 75 form that has been mutually developed by the administration and the LVSEA.
- d. All credits applicable to the MA + 75 level must, in addition to the restrictions noted above, have been earned after approval for the MA + 60 column.
- e. Teachers presently on the MA + 60 schedule who have already taken course work that meets the criteria detailed above may submit such credit for the review and approval of the Superintendent.
- f. Individuals moving to the Dr.'s column need not, by definition, have complied with the requirements of the MA + 75 column.

B. Payment Cycle

From the effective date hereof, all teachers shall be paid on the same payday semi-monthly based upon an optional 1/20 or 1/24 of the applicable annual salary rate set forth in the annexed schedules. If all other units in the District are placed on a biweekly payment cycle, the teachers shall also be paid biweekly at no cost. A teacher must notify the District in writing of a change in option for the forthcoming school year prior to the close of the current school year. No change of option shall be effective in the same school year in which the notice is given.

C. Activity Sponsorships and Coaching Compensation

1. Compensation. Compensation for the above shall be in accord with the final schedules for 2002-2006. It is the intent of the parties that the compensation schedule for coaches and activity sponsorships shall change in the same manner as the change in the teachers' schedule.

On all activity sponsorship and coaching schedules, two years' experience shall be required for each step.

Assistant coaches will report on the first day of the varsity season and continue until the varsity season ends, unless notified in writing in advance of any change agreed upon by the head coach and the athletic director. Assistants shall work the same number of sessions as head coaches. The sessions may include Saturdays, holidays, vacation practices or required scouting assignments.

2. Committee on New Activities

A committee composed of up to six persons, with equal numbers chosen by the Association and by the Superintendent, shall be appointed annually to review all new activity sponsorships and/or coaching positions. The committee shall make advisory recommendations to the Board's and the Association's representatives charged with the responsibility for negotiating appropriate compensation for these new positions to conform with stipulated agreement in arbitration.

D. Activity Rehearsal or Preparation Time

Rehearsal and/or preparation for a concert, demonstration, exhibit, or performance shall be conducted during the normal work day of the teacher involved. Cancellation of the classes of the teacher involved for the aforesaid purposes shall only be made with prior approval of the principal.

A teacher shall be compensated at the homebound rate when the principal has approved rehearsal and/or preparation for the said events after the teacher's normal work day.

E. Compensation for Miscellaneous Positions

1. Compensation for: homebound instruction, summer school instruction, chaperoning, special supervision of elementary school evening programs, non-English speaking instruction, driver education instruction and all other miscellaneous positions not specifically covered by this Agreement, shall be determined by the District. The District agrees to notify the Association annually, in writing, as to what these compensations shall be.

2. The Association shall have the right to transmit advisory recommendations requesting adjustments to the miscellaneous salary schedule to the Superintendent no later than March 1.

3. Summer curriculum work and summer guidance work, as authorized by the Superintendent (June, July, and August) will be compensated for at the rate of 1/200th of annual salary. This compensation shall be paid for a 6-hour work day exclusive of lunch, for work in the teacher's professional field only.

F. Compensation for Committee Work

The District hereby agrees to compensate individuals selected to serve on the School District's committees at the rate of fifteen dollars (15.00) per hour for all prescribed hours worked on said committees on Saturdays and during the summer recess, exclusive of lunch. The selection of individuals to serve on said committees, the determination as to when said committees shall meet, and the number of hours expended shall be solely in the discretion of the District. No teacher shall be required to serve on a District committee.

G. Retirement Incentive

1. Conditions:

A retirement incentive shall be available in the first and third years of this agreement. Eligible unit members must notify the District of their intent to retire by no later than the 2nd school day in January 2003 for retirements effective June 30, 2003, and no later than the 2nd school day in January 2005 for retirements effective June 30, 2005.

2. Eligibility:

- a. Age 55 or greater or tier 1 employees with 35 credited years of service at any age on or before August 31 of the calendar year of retirement.
- b. A minimum of ten (10) years of credited service with New York State Teachers' Retirement System.
- c. A minimum of ten (10) years of credited full time service with Locust Valley Central School District.

3. Incentive Amounts:

Teachers eligible under paragraphs 1 and 2 shall be paid their incentive amount in a lump sum no later than July 15th of the school year following resignation in accordance with the following schedule:

\$1,200 per year for full time service in District up to 25 years of service, with an additional \$1,000 per year for full time service in District for years 26 through 30. The maximum incentive would be \$35,000.

4. In order to maximize the tax sheltering benefit to the members of the Locust Valley Teachers' Association and to maximize the cost savings to the Locust Valley Central School District, the parties agree that any retirement incentive shall be paid in the following manner:

The District shall make payment for any retirement incentive as a non-elective employer

contribution to a 403(b) program that confirms it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the 403(b) program no later than the 15th day in the month of July immediately following the member's effective date of separation from the District.

For Tier 1 members with a membership date in the New York State Teachers Retirement System prior to June 17, 1971:

- a. The District will report the retirement incentive to the Teachers' Retirement System as non-regular compensation for the purpose of calculating the member's final average salary.
- b. In the event that the non-elective employer contribution retirement incentive exceeds the permissible contribution limit as defined by the Internal Revenue Service, the District agrees to pay to the Tier 1 employee with a membership date in the TRS before June 17, 1971, any excess over the limit as compensation in a single lump sum. This payment shall be made no later than the 15th day in the month of July immediately following the member's effective date of separation from the District.

For members with a membership date in the New York State Teachers' Retirement System on or after June 17, 1971:

In the event that the non-elective employer contribution retirement incentive exceeds the permissible contribution limits in the year of retirement as defined by the Internal Revenue Service, the District agrees to pay the maximum allowed non-elective employer contribution on the 15th day in the January immediately following the member's effective date of separation from the District.

It is expressly understood and agreed that the District makes no warranty or representation, express or implied as to the income tax ramifications of such payment to any teacher including, but not limited to, whether such payment will not be includable in the teacher's gross income for income tax purposes, whether such payment will exceed the limitations on elective or non-elective contributions to a teacher's Section 403(b) account and whether such payment will adversely affect a teacher's New York State Teacher's Retirement System benefits.

The Association shall, defend, indemnify and hold the District harmless from and against, any and all income taxes, withholding taxes and all other similar taxes or duties, and interest and penalties thereon, and all other damages, liabilities, costs and expenses, including attorney's fees resulting from any final determination by the United States Treasury Department, the Internal Revenue Service, or court of competent jurisdiction disallowing or otherwise holding that any such retirement incentive payment does not constitute a non-elective deferral or such payment is otherwise subject to Social Security or Medicare withholding taxes. This indemnification shall

remain in effect after the termination of this contract until the expiration of the applicable Statute of Limitation.

H - Class Coverage

The District agrees to compensate teachers [individuals] at the Middle School/High School who agree to teach an uncovered class during an unassigned period. The payment for covering each class shall be \$40. The District shall have the discretion to choose those teachers who volunteer for such assignments.

I - 403(b) Tax Sheltered Annuity Payments

The district agrees to contribute directly into each unit member's 403(b) tax sheltered annuity account the following sums:

Effective July 1, 2003, \$200 per unit member
Effective July 1, 2004, \$300 per unit member
Effective July 1, 2005, \$400 per unit member

All unit members are responsible for establishing their own 403(b) tax sheltered annuity account from the district's approved list. Payment into the account shall be done by the district on a semi-annual basis. Payment to those unit members who are less than full-time or who work less than a full year shall be pro-rated accordingly.

The District shall make these payments to a 403(b) program that confirms it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the 403(b) program on or about the 15th day of January and the 15th day of June.

It is expressly understood and agreed that the District makes no warranty or representation, express or implied as to the income tax ramifications of such payment to any teacher including, but not limited to, whether such payment will not be includable in the teacher's gross income for income tax purposes, whether such payment will exceed the limitations on elective or non-elective contributions to a teacher's Section 403(b) account and whether such payment will adversely affect a teacher's New York State Teacher's Retirement System benefits.

The Association shall, defend, indemnify and hold the District harmless from and against, any and all income taxes, withholding taxes and all other similar taxes or duties, and interest and penalties thereon, and all other damages, liabilities, costs and expenses, including attorney's fees resulting from any final determination by the United States Treasury Department, the Internal Revenue Service, or court of competent jurisdiction disallowing or otherwise holding

that any such retirement incentive payment does not constitute a non-elective deferral or such payment is otherwise subject to Social Security or Medicare withholding taxes. This indemnification shall remain in effect after the termination of this contract until the expiration of the applicable Statute of Limitation.

VI

EMPLOYEE BENEFITS

A. Health Insurance

The District shall continue the present health insurance plan offered by the New York State Health Insurance Program (Empire Plan; Core plus medical enhancements plus psychiatric enhancements) and its alternative such as HIP, VYTRA, etc., for the duration of this contract, provided such programs remain available.

Employees who select an individual option if such an individual option is made available by the NYS Health Insurance Program, will pay, in addition to the foregoing rates, the extra cost of such option.

Effective July 1, 2002 monthly employee health insurance contributions shall be 8% family and 11% individual.

Effective July 1, 2003 monthly employee health insurance contributions shall be 10% family and 12% individual.

Effective September 1, 2002 the district agrees to pay \$1,000 annually to any unit member who agrees to forego health insurance in any school year. Payment shall be made in a lump sum during the first two weeks of July in the subsequent year. The parties agree however, that this provision shall not become effective unless by October 1, 2002, a minimum of eight unit members who currently participate in the District's health insurance program choose to opt out of such participation for a minimum of one full year. Should the minimum number of unit members not be met by October 1, 2002, this provision will not apply for the 2002-2003 school year. The same terms would then apply for the 2003-2004 school year with a notification date of October 1, 2003. Should the minimum number of unit members not be met by October 1, 2003, this provision will not apply for the 2003-2004 school year. The same terms would then apply for the 2004-2005 school year with a notification date of October 1, 2004. Should the minimum number of unit members not be met by October 1, 2004, this provision will not apply for the 2004-2005 school year. The same terms would then apply for the 2005-2006 school year with a notification date of October 1, 2005. Should the minimum number of unit members not be met by October 1, 2005, this provision will not apply for the 2005-2006 school year. Reentry into the plan shall be subject to the rules and regulations of the individual health insurance plan. The District may request verification of alternate health insurance coverage.

B. Group Life Insurance

Until June 30, 2006, the District will pay for a group policy providing each teacher with life insurance equal to current annual schedule salary to the nearest one thousand dollars (\$1,000). Teachers shall have the option to purchase at their expense additional life insurance coverage at the group rates charged the District, provided such additional insurance is offered to the District by the carrier. The District retains the right to select the insurance carrier.

C. Dental Insurance

The District shall pay the full premium cost for individual coverage for a dental insurance plan. For the entire term of this agreement, the District shall pay an additional \$6.50 per month per teacher for those teachers who notify the District in writing that they choose family coverage under the same plan offered to those teachers who are covered by the individual dental insurance program. Coverage and benefit increases are provided without additional premium costs. The District shall be entitled to any rebates made by the insurance company.

The dental plan referred to in this agreement shall be subject to the provisions of the insurance policy and such amendments to said policy which may be adopted by the carrier. Sole recourse of nonpayment of any claim shall be against the insurance company on the policy and not against the District.

D. Disability Coverage

Group disability insurance coverage shall be made available to teachers at no cost to the District. The full cost of the coverage, including any increase in premium, is to be borne by the teachers who elect to participate. The Association shall have the right to designate the carrier. Sole recourse under this plan shall be against the insurance carrier and the District shall be held harmless from any possible liability and shall be required to remit payments only to one carrier.

In the event any provision of this contract is inconsistent with the provisions of the Americans with Disabilities Act (ADA), the ADA shall supersede any inconsistent provisions.

E. Tax Sheltered-Annuity

The present tax sheltered annuity program shall be continued.

F. Sick Leave

1. New employees shall be eligible for sick leave after they have reported for duty.

2. For all absences due to personal illness or illness in the immediate family, twelve school days leave without loss of pay shall be allowed annually, and if not used may be accumulated up to the following limits:

2002-03: 229 days
2003-04: 241 days
2004-05: 250 days
2005-06: 254 days

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

4. In addition to the allowance in paragraph 2 above, each teacher will be granted a single noncumulative allowance of twenty-two (22) days' leave without loss of pay, to be applied after exhaustion of all accumulated leave for absences of four (4) or more school days. A teacher who has not had any charge against the teacher's 22-day allowance during an entire school year shall have the full 22-day allowance restored in the next school year. The provisions of this paragraph shall not apply to members of this unit employed for the first time on or after September 1, 1982. With respect to such teachers, upon completion of their probationary service in the District, said teachers shall be eligible for the "22 days leave without loss of pay" benefit provided for in this paragraph.

5. On return from any absence of four (4) or more school days, the teacher shall provide a medical report establishing fitness for resumption of normal duty.

6. The District may act in its discretion on any request for special consideration.

7. An unpaid leave of absence for a teacher's own serious health condition or to care for a spouse, child or parent with a serious health condition shall be granted to a teacher who has been employed by the District for more than one (1) year and who has worked more than 750 hours in the previous year upon the following conditions (The District may require a teacher first to use accrued sick leave and/or personal leave or part of any leave under this section for the purpose of a "serious health condition"):

- a. The teacher is to notify the District at least thirty (30) days prior to commencing such leave or as soon as practicable.
- b. The serious health condition leave shall be granted up to but not longer than twelve (12) weeks.
- c. A teacher is entitled to twelve (12) weeks serious health condition leave once every twelve (12) months.

8. The District may act in its discretion on any request for special consideration.

G. Sick Leave Compensation at Retirement

Effective July 1, 1994, those teachers who, upon the date of their retirement will have ten (10) years of continuous service with the District, shall be eligible to be paid for the days of accumulated unused sick leave in accordance with the provisions of this subsection.

For all sick days accumulated, teachers shall be paid sixty dollars (\$60.00) for each day accumulated.

All payments under this subsection shall be paid out, within 30 days of the teacher's retirement, and only upon resignation and retirement from the District and the New York Teachers' Retirement System.

Any teacher who did not accumulate sick leave days due to any prior restriction of days allowed to be accumulated shall not be allowed to recoup such days.

Less than full-time teachers shall be paid under the conditions of this paragraph on a pro rata basis in accordance with their status at the time the leave was accumulated.

As a condition for receipt of funds under this paragraph, teachers must notify the District by February 1 of the calendar year in which they intend to retire. However, upon application, a waiver of this deadline may be granted by the Superintendent. A statement specifying the number of accumulated days payable under this paragraph shall be given annually to each teacher. If the teacher does not contest the number of days specified in the statement within thirty (30) days of the date of notification in accord with the District's normal practice, the teacher's accumulated days shall be deemed conclusive.

H. Personal Leave

1. For each absence due to the death of a spouse, child, parent, grandparent, brother or sister, mother-in-law or father-in-law, or other relation living in the teacher's household, the Superintendent shall grant reasonable leave up to five days without loss of pay.

2. Subject to prior written notification to the Superintendent, each teacher shall be granted up to three personal days leave in any school year, without loss of pay, for the following specified reasons only:

Legal - subpoena, court or hearing; matters of divorce, separation, adoption, house closing.

Medical - diagnostic tests, specialists' appointments that cannot be arranged at another time.

Family - illness, special honor bestowed on a family member, school or college special honor, college admissions interviews.

Religious - religious observance.

Emergency - unavoidably detained.

Personal - being married, attending a wedding as a participant, moving to a new home.

With the exception of the emergency category detailed above, teachers who fail to provide prior written notification for absence under this section will not be paid for the day. Those teachers who require a personal leave for emergency reasons and are unable to request the leave in advance are to file the personal leave request as soon as is reasonably possible upon their return to work or forfeit their pay for the day.

3. When personal leave days are used for religious reasons, the three (3) day limit may be exceeded with the approval of the Superintendent.

4. Personal days provided for in this section may not be taken either the day before or the day after vacation periods and/or holidays without prior, written approval of the Superintendent of Schools. Where an emergency necessitates the taking of a personal day either the day before or the day after a vacation period or holiday, approval may be given after the day is taken.

5. In addition to the foregoing temporary personal leaves, the District may grant longer leaves of absence without pay for other reasons considered to be consistent with the welfare and educational advancement of the school system and the teacher.

6. Probationary teachers shall have the right to two days personal leave under the conditions of this section H. In addition, probationary teachers shall have the right to one additional personal day which shall be deducted from the teacher's 12-day sick leave entitlement.

Probationary teachers, shall be entitled up to three days' bereavement leave for death in their immediate families. In addition they may, at their discretion, use up to two additional days from their sick leave allocation for a total maximum bereavement leave of five days.

I. Child Care Leave

Leave of absence without pay and without step advancement shall be granted to a teacher who has been employed by the District more than one (1) year upon the following conditions:

1. The teacher is to notify the District at least sixty (60) days prior to the expected date of birth that the teacher intends to take child care leave. In the case of an adopted child, the parties shall mutually agree to a commencement date.

2. The child care leave shall be granted up to but not longer than two (2) years.

3. A teacher may return from leave only at the beginning of a semester. As a condition of accepting leave, a teacher must sign a statement provided by the District specifying that a failure on the part of the teacher to return within the time specified for return to teaching constitutes a resignation from service with the District.

4. A teacher who has completed more than half of a semester of a school term prior to departure on child care leave will receive half-step credit for such semester in determining the place on the salary scale on return.

5. Teachers who apply for a child leave of up to two (2) years must notify the District by May 1 of their intention to return the following September. Teachers intending to return from such leave at the beginning of the second semester must notify the District sixty (60) days in advance.

J. Jury Duty - Hearing Panelist

Teachers required to serve on a jury or on a 3020 (a) hearing panel shall receive their regular pay for such absence. Any monies received from the government for such service, excluding government reimbursement for expenses, shall be given to this District.

K. Section 125 Cafeteria Plan

The District shall establish and maintain a Section 125 "cafeteria plan" in accordance with the laws and regulations of the Internal Revenue Service. Available options and procedures for utilization of the plan shall be agreed to by the District and the LVSEA.

Effective September 2003, the district agrees to add an out-of-pocket medical expense component and an out-of-pocket child care component to the Section 125 plan. The minimum calendar year set aside for each component, per participating employee, shall be \$500.

L. Section 457 Plan

The District shall establish or participate in an approved Internal Revenue Code Section 457 plan to allow tax deferred salary contributions by unit members.

VII

PART-TIME TEACHERS

The parties hereby agree to the following sole and exclusive terms and conditions of employment relating part-time classroom teachers employed by the District.

A. The District, in recognition of the fact that certain part-time teachers have sufficient employment contacts within the District to warrant representation by the Association, hereby recognizes said part-time employees as included within the recognition clause of the existing collective bargaining agreement between the parties. It is understood and agreed by both parties that only those classroom teachers meeting the definition set forth in this Article are covered by this agreement, and that no claim for recognition or coverage of other part-time classroom teachers shall be made by the Association under this agreement, in litigation or in a Public Employment Relations Board proceeding. The Association, in consideration of the recognition granted herein and the other terms of employment agreed upon in this article, expressly waives any right to the claim that other part-time classroom teachers not falling within the definition set forth below are either (a) to be represented by the Association, or (b) covered by the existing collective bargaining agreement.

B. Part-time teachers as defined in this agreement are solely those classroom teachers whose contract calls for payment of fifty percent (50) or more of the annual gross salary figure indicated in the step and lane applicable to said teacher. Percentage of salary is the exclusive criterion applicable in determining whether or not a part-time classroom teacher comes within the scope of this Article.

No other factors, including but not limited to, time spent in the employ of the District on a daily, weekly, or annual basis, longevity or complexity and/or scope of work, shall be considered in deciding coverage under this Article.

C. Part-time classroom teachers shall be granted and shall enjoy only those terms and conditions of employment outlined in this Article and none others. The detailed terms of this agreement shall not apply to any part time classroom teacher covered by this Article.

D. Part-time teachers covered by this Article will receive the same health insurance benefits provided in Article VI(A) of this agreement. In addition, the District agrees to provide pro rata sick and personal leave to the nearest whole day to be determined on the basis of the percentage of employment described in paragraph 2 above. In addition, after three consecutive years of service, the District agrees to extend to part-time classroom teachers covered under this Article the same dental and life insurance benefits enjoyed by the full-time teachers under the collective bargaining agreement, as specified in Article VI (B) and (C) of this agreement. If a teacher becomes a part-time teacher after having taught three consecutive years or more as a full-time classroom teacher, coverage under this agreement shall begin immediately. Credit will be given to a part-time classroom teacher for all full years of full-time employment as a classroom teacher

in the District provided the full-time employment immediately precedes the year in which benefits as a part-time classroom teacher are claimed. Finally, Article VIII (E) and (F) of this agreement shall apply to part-time teachers included under this Article insofar as a grievance may arise concerning the terms and conditions of employment specified in this Article only.

Improved benefits negotiated for full-time teachers shall not be automatically applied to part-time teachers covered by this Article, and the conditions of employment provided for in this Article, notwithstanding the terms of Article I (G) (3) of this agreement.

VIII

DISCIPLINE AND GRIEVANCE PROCEDURE

A. Teacher Protection

Nothing contained in this agreement shall be construed to deny the rights of any teacher under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

B. Formal Action

A teacher shall at all times be entitled on request to have present a representative of the Association when the teacher is being formally reprimanded for the record following investigation. This does not include normal progress, performance, and evaluation interviews or observations. All formal reprimands for any alleged infraction shall be made with due regard for individual privacy. When a request for representation is made, no such formal action shall be taken with respect to the teacher until there has been a reasonable opportunity for a representative to be present.

C. Rules and Regulations

Rules and regulations governing the personal standards of conduct of teachers within school premises shall be uniform district-wide.

D. Right of Representation

Every teacher shall have the right to present a grievance in accordance with the provisions herein, free from interference, restraint, discrimination or reprisals and shall have the right to be represented at all stages thereof. The representation shall be designated by the teacher at the time the grievance is presented or at a subsequent date.

E. Grievance Defined

1. A grievance is defined as a claimed violation, misinterpretation or inequitable application provision of this agreement.
2. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take action complained of, subject, however, to the final decision of the grievance.

F. Grievance Procedure

Step 1

1. Any grievance under this agreement between a teacher or teachers and the District shall be settled in the first instance by the teacher involved and the Association representative, if requested by the teacher, with the local school principal. A grievance submitted to the principal in writing shall be answered by the principal in writing within one (1) week from the time the grievance was received by the principal.
2. No grievance shall be filed later than thirty (30) days (excluding July and August) after the event constituting the alleged violation became knowable to the grievant.

Step 2

1. In the event that the grievance is not resolved under Step 1, the teacher, or the Association through its Grievance Committee at the teacher's request (with the consent of the Association) may within six (6) school days from the date of the written answer take up such grievance with the Superintendent.
2. Association-District or District-Association grievance under this agreement may be entered in writing in Step 2.
3. The Superintendent or the Association, as the case may be, after informal hearing, at which the teacher and the representative may appear and present oral and written statements or arguments, shall answer in writing within six (6) school days of receipt of the grievance, or six (6) school days of the hearing, if later.

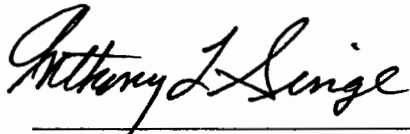
Step 3

1. A grievance which is not adjusted under Step 2 may at the request of either party within two weeks of the Step 2 answer, be promptly submitted to arbitration. Selection of an arbitrator shall be made pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The District and the Association (or teacher, where not represented by the Association in the proceeding) shall bear equally the customary costs of the arbitrator and AAA fees.
3. The arbitrator's decision shall contain findings of fact, conclusions and advisory recommendations

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their respective representatives the day and year first above written.


For Locust Valley Central School
District, Town of Oyster Bay:



ANTHONY L. SINGE
SUPERINTENDENT OF SCHOOLS

July 29, 2002
DATE

For Locust Valley School
Employees Association:



YVONNE M. STASSI
PRESIDENT

July 29, 2002
DATE

LOCUST VALLEY CENTRAL SCHOOL DISTRICT
2002-03 TEACHER SALARY SCHEDULE

STEP	BA	B+10	B+20	B+30	MA - *	M+15	M+30	M+45	M+60	M+75	DR
1	\$44,669	\$45,885	\$47,432	\$49,176	\$50,843	\$52,652	\$54,469	\$56,287	\$58,109	\$58,882	\$59,999
2	\$46,351	\$47,560	\$49,102	\$50,908	\$52,706	\$54,515	\$56,329	\$58,143	\$59,973	\$60,746	\$61,858
3	\$48,124	\$49,340	\$50,857	\$52,660	\$54,461	\$56,283	\$58,096	\$59,913	\$61,730	\$62,502	\$63,620
4	\$50,380	\$51,602	\$53,108	\$54,926	\$56,761	\$58,572	\$60,383	\$62,198	\$64,033	\$64,806	\$65,913
5	\$52,391	\$53,720	\$55,343	\$57,046	\$58,958	\$60,739	\$62,588	\$64,397	\$66,221	\$66,994	\$68,120
6	\$54,370	\$55,843	\$57,621	\$59,292	\$61,256	\$63,063	\$64,887	\$66,703	\$68,522	\$69,295	\$70,412
7	\$56,342	\$57,835	\$59,623	\$61,572	\$63,660	\$65,468	\$67,285	\$69,110	\$70,921	\$71,694	\$72,812
8	\$58,321	\$59,828	\$61,639	\$63,963	\$66,061	\$67,873	\$69,692	\$71,708	\$73,328	\$74,100	\$75,213
9	\$60,301	\$61,794	\$63,611	\$66,108	\$68,481	\$70,300	\$72,112	\$74,135	\$75,739	\$76,512	\$77,637
10	\$62,276	\$63,776	\$65,588	\$68,512	\$71,133	\$72,945	\$74,769	\$76,803	\$78,394	\$79,167	\$80,298
11	\$64,216	\$65,735	\$67,576	\$70,916	\$73,851	\$75,657	\$77,474	\$79,305	\$81,122	\$81,895	\$83,004
12	\$64,525	\$66,038	\$69,524	\$73,325	\$76,563	\$78,371	\$80,193	\$82,004	\$83,823	\$84,596	\$85,723
13	\$64,726	\$66,242	\$71,874	\$75,739	\$79,290	\$81,101	\$82,921	\$84,726	\$86,554	\$87,327	\$88,441
14	\$64,817	\$66,336	\$72,202	\$78,286	\$82,263	\$84,085	\$86,083	\$87,896	\$90,179	\$90,952	\$91,646
15	\$64,817	\$66,336	\$72,427	\$80,876	\$85,286	\$87,102	\$88,927	\$90,743	\$92,588	\$93,361	\$94,455
16	\$64,817	\$66,336	\$72,547	\$81,267	\$85,738	\$87,558	\$91,414	\$93,225	\$95,075	\$95,847	\$96,934
17	\$64,817	\$66,336	\$72,547	\$81,533	\$86,051	\$87,871	\$91,851	\$93,665	\$95,507	\$96,280	\$97,365
18	\$64,817	\$66,336	\$72,547	\$81,665	\$86,205	\$88,021	\$92,123	\$93,934	\$95,748	\$96,520	\$97,633
19	\$64,817	\$66,336	\$72,547	\$81,665	\$86,205	\$88,021	\$92,236	\$94,045	\$95,864	\$96,637	\$97,749
20	\$64,817	\$66,336	\$72,547	\$83,689	\$88,409	\$90,806	\$93,838	\$96,092	\$97,913	\$98,686	\$100,300
21	\$64,817	\$66,336	\$72,547	\$83,813	\$88,544	\$90,978	\$93,863	\$96,216	\$98,037	\$98,811	\$100,457
22	\$64,817	\$66,336	\$72,547	\$83,939	\$88,688	\$91,162	\$93,959	\$96,345	\$98,172	\$98,945	\$100,624
23	\$64,817	\$66,336	\$72,547	\$84,059	\$88,815	\$91,317	\$94,045	\$96,467	\$98,289	\$99,062	\$100,764
24	\$64,817	\$66,336	\$72,547	\$84,059	\$88,815	\$91,317	\$94,045	\$96,467	\$98,289	\$99,062	\$100,764
25	\$66,817	\$68,336	\$74,547	\$86,059	\$90,815	\$93,317	\$96,045	\$98,467	\$100,289	\$101,062	\$102,764

*- This column also applies to BA+40 with permanent certification

2003-04 SALARY SCHEDULE
MULTIPLY 2002-03 BY

1.034

LOCUST VALLEY CENTRAL SCHOOL DISTRICT
2003-04 TEACHER SALARY SCHEDULE

STEP	BA	B+10	B+20	B+30	MA - *	M+15	M+30	M+45	M+60	M+75	DR
1	\$46,188	\$47,446	\$49,045	\$50,848	\$52,571	\$54,442	\$56,321	\$58,201	\$60,085	\$60,884	\$62,039
2	\$47,927	\$49,177	\$50,772	\$52,639	\$54,498	\$56,369	\$58,244	\$60,120	\$62,012	\$62,811	\$63,962
3	\$49,760	\$51,018	\$52,586	\$54,450	\$56,312	\$58,196	\$60,072	\$61,951	\$63,828	\$64,627	\$65,783
4	\$52,093	\$53,356	\$54,913	\$56,794	\$58,691	\$60,564	\$62,436	\$64,313	\$66,210	\$67,009	\$68,154
5	\$54,172	\$55,547	\$57,224	\$58,986	\$60,963	\$62,804	\$64,716	\$66,587	\$68,473	\$69,272	\$70,436
6	\$56,219	\$57,741	\$59,580	\$61,307	\$63,339	\$65,207	\$67,093	\$68,971	\$70,852	\$71,651	\$72,806
7	\$58,257	\$59,802	\$61,651	\$63,665	\$65,825	\$67,694	\$69,573	\$71,459	\$73,332	\$74,131	\$75,288
8	\$60,304	\$61,862	\$63,735	\$66,138	\$68,307	\$70,180	\$72,062	\$74,146	\$75,821	\$76,620	\$77,771
9	\$62,351	\$63,896	\$65,773	\$68,355	\$70,809	\$72,690	\$74,563	\$76,656	\$78,314	\$79,113	\$80,277
10	\$64,393	\$65,945	\$67,818	\$70,841	\$73,552	\$75,425	\$77,311	\$79,414	\$81,059	\$81,858	\$83,028
11	\$66,400	\$67,970	\$69,873	\$73,328	\$76,362	\$78,229	\$80,108	\$82,001	\$83,880	\$84,679	\$85,826
12	\$66,719	\$68,283	\$71,888	\$75,818	\$79,166	\$81,035	\$82,919	\$84,792	\$86,673	\$87,473	\$88,638
13	\$66,926	\$68,495	\$74,317	\$78,314	\$81,986	\$83,859	\$85,740	\$87,607	\$89,497	\$90,296	\$91,448
14	\$67,021	\$68,592	\$74,657	\$80,948	\$85,060	\$86,943	\$89,010	\$90,885	\$93,245	\$94,044	\$94,762
15	\$67,021	\$68,592	\$74,890	\$83,626	\$88,185	\$90,063	\$91,950	\$93,828	\$95,736	\$96,535	\$97,666
16	\$67,021	\$68,592	\$75,013	\$84,030	\$88,653	\$90,535	\$94,522	\$96,395	\$98,307	\$99,106	\$100,229
17	\$67,021	\$68,592	\$75,013	\$84,305	\$88,977	\$90,858	\$94,974	\$96,849	\$98,755	\$99,554	\$100,676
18	\$67,021	\$68,592	\$75,013	\$84,442	\$89,136	\$91,013	\$95,255	\$97,128	\$99,003	\$99,802	\$100,953
19	\$67,021	\$68,592	\$75,013	\$84,442	\$89,136	\$91,013	\$95,372	\$97,243	\$99,123	\$99,922	\$101,073
20	\$67,021	\$68,592	\$75,013	\$86,534	\$91,415	\$93,893	\$97,028	\$99,359	\$101,242	\$102,041	\$103,710
21	\$67,021	\$68,592	\$75,013	\$86,663	\$91,554	\$94,072	\$97,055	\$99,488	\$101,370	\$102,171	\$103,872
22	\$67,021	\$68,592	\$75,013	\$86,793	\$91,703	\$94,261	\$97,154	\$99,621	\$101,510	\$102,309	\$104,045
23	\$67,021	\$68,592	\$75,013	\$86,917	\$91,835	\$94,422	\$97,243	\$99,747	\$101,631	\$102,430	\$104,190
24	\$67,021	\$68,592	\$75,013	\$86,917	\$91,835	\$94,422	\$97,243	\$99,747	\$101,631	\$102,430	\$104,190
25	\$69,089	\$70,660	\$77,081	\$88,985	\$93,903	\$96,490	\$99,311	\$101,815	\$103,699	\$104,498	\$106,258

*- This column also applies to BA+40 with permanent certification

LOCUST VALLEY CENTRAL SCHOOL DISTRICT
 2004-05 TEACHER SALARY SCHEDULE

STEP	BA	B+10	B+20	B+30	MA - *	M+15	M+30	M+45	M+60	M+75	DR
1	\$47,805	\$49,106	\$50,762	\$52,628	\$54,411	\$56,347	\$58,292	\$60,238	\$62,188	\$63,015	\$64,211
2	\$49,604	\$50,898	\$52,549	\$54,481	\$56,406	\$58,342	\$60,283	\$62,224	\$64,182	\$65,009	\$66,200
3	\$51,502	\$52,803	\$54,426	\$56,356	\$58,283	\$60,233	\$62,174	\$64,119	\$66,062	\$66,889	\$68,085
4	\$53,916	\$55,224	\$56,835	\$58,781	\$60,745	\$62,683	\$64,622	\$66,564	\$68,527	\$69,354	\$70,539
5	\$56,068	\$57,491	\$59,227	\$61,050	\$63,097	\$65,002	\$66,981	\$68,917	\$70,869	\$71,697	\$72,901
6	\$58,187	\$59,762	\$61,665	\$63,453	\$65,556	\$67,489	\$69,441	\$71,385	\$73,332	\$74,159	\$75,354
7	\$60,296	\$61,895	\$63,808	\$65,893	\$68,129	\$70,064	\$72,008	\$73,960	\$75,899	\$76,726	\$77,923
8	\$62,415	\$64,027	\$65,965	\$68,453	\$70,698	\$72,637	\$74,584	\$76,741	\$78,475	\$79,302	\$80,493
9	\$64,534	\$66,132	\$68,075	\$70,748	\$73,287	\$75,235	\$77,173	\$79,339	\$81,055	\$81,882	\$83,087
10	\$66,647	\$68,253	\$70,191	\$73,321	\$76,126	\$78,065	\$80,017	\$82,194	\$83,896	\$84,723	\$85,934
11	\$68,724	\$70,349	\$72,319	\$75,894	\$79,035	\$80,967	\$82,912	\$84,871	\$86,816	\$87,643	\$88,830
12	\$69,054	\$70,673	\$74,404	\$78,472	\$81,937	\$83,872	\$85,821	\$87,760	\$89,707	\$90,534	\$91,740
13	\$69,269	\$70,892	\$76,918	\$81,055	\$84,855	\$86,794	\$88,741	\$90,673	\$92,629	\$93,456	\$94,648
14	\$69,367	\$70,992	\$77,270	\$83,781	\$88,037	\$89,986	\$92,125	\$94,066	\$96,509	\$97,336	\$98,078
15	\$69,367	\$70,992	\$77,511	\$86,553	\$91,272	\$93,215	\$95,169	\$97,112	\$99,087	\$99,914	\$101,085
16	\$69,367	\$70,992	\$77,639	\$86,971	\$91,756	\$93,703	\$97,830	\$99,768	\$101,748	\$102,575	\$103,737
17	\$69,367	\$70,992	\$77,639	\$87,256	\$92,091	\$94,039	\$98,298	\$100,239	\$102,211	\$103,038	\$104,199
18	\$69,367	\$70,992	\$77,639	\$87,397	\$92,255	\$94,199	\$98,589	\$100,527	\$102,468	\$103,295	\$104,486
19	\$69,367	\$70,992	\$77,639	\$87,397	\$92,255	\$94,199	\$98,710	\$100,646	\$102,592	\$103,419	\$104,610
20	\$69,367	\$70,992	\$77,639	\$89,563	\$94,615	\$97,179	\$100,424	\$102,837	\$104,785	\$105,613	\$107,340
21	\$69,367	\$70,992	\$77,639	\$89,696	\$94,759	\$97,364	\$100,451	\$102,970	\$104,918	\$105,747	\$107,508
22	\$69,367	\$70,992	\$77,639	\$89,831	\$94,913	\$97,560	\$100,554	\$103,108	\$105,062	\$105,889	\$107,686
23	\$69,367	\$70,992	\$77,639	\$89,959	\$95,049	\$97,727	\$100,646	\$103,238	\$105,188	\$106,015	\$107,837
24	\$69,367	\$70,992	\$77,639	\$89,959	\$95,049	\$97,727	\$100,646	\$103,238	\$105,188	\$106,015	\$107,837
25	\$71,507	\$73,133	\$79,779	\$92,099	\$97,190	\$99,867	\$102,787	\$105,378	\$107,328	\$108,155	\$109,977

*- This column also applies to BA+40 with permanent certification

LOCUST VALLEY CENTRAL SCHOOL DISTRICT
2005-06 TEACHER SALARY SCHEDULE

STEP	BA	B+10	B+20	B+30	MA - *	M+15	M+30	M+45	M+60	M+75	DR
1	\$49,478	\$50,825	\$52,538	\$54,470	\$56,316	\$58,320	\$60,332	\$62,346	\$64,364	\$65,220	\$66,458
2	\$51,340	\$52,680	\$54,388	\$56,388	\$58,380	\$60,384	\$62,393	\$64,402	\$66,429	\$67,285	\$68,517
3	\$53,304	\$54,651	\$56,331	\$58,329	\$60,323	\$62,341	\$64,350	\$66,363	\$68,374	\$69,231	\$70,468
4	\$55,803	\$57,156	\$58,825	\$60,839	\$62,871	\$64,877	\$66,884	\$68,894	\$70,926	\$71,782	\$73,008
5	\$58,030	\$59,503	\$61,300	\$63,187	\$65,305	\$67,277	\$69,326	\$71,329	\$73,350	\$74,206	\$75,453
6	\$60,223	\$61,854	\$63,823	\$65,674	\$67,850	\$69,851	\$71,872	\$73,883	\$75,899	\$76,755	\$77,991
7	\$62,407	\$64,061	\$66,042	\$68,200	\$70,513	\$72,516	\$74,529	\$76,549	\$78,555	\$79,411	\$80,650
8	\$64,600	\$66,268	\$68,274	\$70,849	\$73,173	\$75,179	\$77,194	\$79,427	\$81,221	\$82,077	\$83,310
9	\$66,792	\$68,446	\$70,458	\$73,224	\$75,852	\$77,868	\$79,874	\$82,116	\$83,892	\$84,748	\$85,995
10	\$68,980	\$70,642	\$72,648	\$75,887	\$78,791	\$80,797	\$82,817	\$85,071	\$86,833	\$87,689	\$88,942
11	\$71,129	\$72,811	\$74,850	\$78,550	\$81,801	\$83,801	\$85,814	\$87,842	\$89,855	\$90,711	\$91,939
12	\$71,471	\$73,147	\$77,008	\$81,219	\$84,805	\$86,807	\$88,825	\$90,831	\$92,847	\$93,703	\$94,951
13	\$71,693	\$73,373	\$79,611	\$83,892	\$87,825	\$89,831	\$91,847	\$93,847	\$95,871	\$96,727	\$97,961
14	\$71,795	\$73,477	\$79,974	\$86,713	\$91,118	\$93,136	\$95,349	\$97,358	\$99,886	\$100,742	\$101,511
15	\$71,795	\$73,477	\$80,224	\$89,582	\$94,466	\$96,478	\$98,500	\$100,511	\$102,555	\$103,411	\$104,623
16	\$71,795	\$73,477	\$80,356	\$90,015	\$94,967	\$96,983	\$101,254	\$103,260	\$105,309	\$106,165	\$107,368
17	\$71,795	\$73,477	\$80,356	\$90,310	\$95,315	\$97,330	\$101,738	\$103,747	\$105,789	\$106,645	\$107,846
18	\$71,795	\$73,477	\$80,356	\$90,456	\$95,484	\$97,496	\$102,039	\$104,046	\$106,055	\$106,911	\$108,143
19	\$71,795	\$73,477	\$80,356	\$90,456	\$95,484	\$97,496	\$102,165	\$104,169	\$106,183	\$107,039	\$108,272
20	\$71,795	\$73,477	\$80,356	\$92,698	\$97,926	\$100,580	\$103,939	\$106,436	\$108,453	\$109,309	\$111,097
21	\$71,795	\$73,477	\$80,356	\$92,835	\$98,075	\$100,772	\$103,967	\$106,574	\$108,590	\$109,448	\$111,270
22	\$71,795	\$73,477	\$80,356	\$92,975	\$98,235	\$100,975	\$104,074	\$106,716	\$108,740	\$109,596	\$111,455
23	\$71,795	\$73,477	\$80,356	\$93,108	\$98,376	\$101,147	\$104,169	\$106,851	\$108,869	\$109,725	\$111,611
24	\$71,795	\$73,477	\$80,356	\$93,108	\$98,376	\$101,147	\$104,169	\$106,851	\$108,869	\$109,725	\$111,611
25	\$74,010	\$75,692	\$82,571	\$95,323	\$100,591	\$103,363	\$106,384	\$109,067	\$111,085	\$111,941	\$113,826

*- This column also applies to BA+40 with permanent certification

APPENDIX ONE

PLAN FOR SUPERVISION AND EVALUATION OF TEACHERS

Supervision and evaluation of teachers is a critical function that is primarily concerned with the improvement of professional practice for the benefit of students. It is the responsibility of the staff member to continue to grow as a professional by engaging in a variety of educational activities, and it is the responsibility of the administrator to provide teachers with time, materials, and assistance toward improvement of their practices. Regular visits to classrooms or other professional settings by administrators are an essential component of the supervisory process. To this end, administrators will be in classrooms or other professional settings on a regular basis.

I. SUPERVISION OF TENURED STAFF

The supervisory process for tenured teachers will consist of an alternating-year program. Tenured teachers will alternate between a Performance-Based Supervision Program and a Conference-Based Supervision Program.

Formal Observation:

Formal observations will be carried out in the following manner:

1. There shall be a pre-observation conference between evaluator and teacher followed by the actual classroom observation.
2. Following the observation of the teacher in the classroom, there shall be a post-observation conference between evaluator and the teacher.
3. Following the post-observation conference, a written, formal classroom observation report shall be placed in the teacher's personal/personnel file. The teacher will acknowledge that he/she has read the formal classroom observation report by signing the copy to be placed in the teacher's personal/personnel file. The signature shall not be deemed to constitute agreement with the contents of the formal classroom observation report

Informal Observation:

Informal observations, announced or unannounced, are observations which are not preceded by a pre-conference, but which are followed by feedback from the evaluator to the teacher.

A. THE PERFORMANCE-BASED SUPERVISION PROGRAM

1. The Performance-Based Supervision Program will consist of a plan developed collaboratively by the teacher and administrator. The teacher and administrator will meet to develop the plan not later than October 15th. The teacher will submit the agreed-upon plan, in writing, to the administrator not later than November 15th. The written plan submitted by the teacher will include, but not be limited to, the teacher's goals for

the year, an approximate schedule of checkpoint meetings, and a method for the assessment of the degree to which each goal has been met.

The Performance-Based Supervision Program will consist of formal and informal observations, conferences, written feedback and an end-of-the-year evaluation.

2. Performance-Based Supervision, at the teacher's request, and with the approval of the administrator, may consist of measures in addition to observations and conferences, such as the following (the list that follows is not all-inclusive):
 - Professional Portfolio Development
 - Peer Observation/Coaching
 - Professional Collaboration
 - Action Research

A teacher's participation in a supervisory plan that includes measures in addition to observations and conferences will be voluntary. A written plan, as described above, will be developed and submitted.

B. THE CONFERENCE-BASED SUPERVISION PROGRAM

The Conference-Based Supervision Program will consist of meetings between the teachers and administrators as follows:

1. First conference meeting to be held prior to November 15th.
2. Second conference meeting to be held prior to February 15th.
3. Third conference to be held prior to May 15th.

The teacher will be prepared to engage in meaningful discussion with the administrator at the conference and, will provide evidence of his/her performance which can include, but not be limited to the following (the list that follows is not all-inclusive):

- Student Work
- Communication with parents
- Workshop/conference/seminar attendance and/or materials
- Performances/exhibits/displays of student work
- Collaborative work with other staff members
- Assessment instruments

The administrator may conduct, at his/her option, formal and informal observations and provide written feedback.

C. TENURED TEACHER IN NEED OF SUPPORT

1. When an administrator determines that a staff member's performance is in need of support, the administrator will provide written notification to the teacher by June 1st and will provide the specific reasons for this determination. This notification will be part of the teacher's end-of-the-year evaluation. In the ensuing academic year, the following steps will be implemented:

- a. The administrator will meet with the teacher prior to October 15th to develop the Support Plan.
 - b. The administrator will provide the teacher with specific reasons for the determination, and specific directives for the teacher's improvement, which should enable the teacher to bring about a positive change in performance.
 - c. The Support Plan will include, but not be limited to, formal and informal observations and ongoing conferences, which will provide an opportunity to review the recommendations for improvement and the teacher's progress. The minimum number of observations each semester will be four, including at least one that is formal.
2. Tenured teachers who have been notified that they will be in need of support for the following academic year may request a review of this decision through the President of the LVSEA, by making such request not later than June 10th. This request will be reviewed at a meeting between the President of the LVSEA and the Superintendent of Schools. The decision of the Superintendent shall be final and binding, and not subject to the grievance and arbitration process of the collective bargaining agreement.

II. Self-Evaluation for Tenured Teachers Only

In the Performance-Based Year, a teacher may wish to pursue a plan for self-evaluation instead of the Performance-Based Supervision Program. To assist Teachers in making a decision as to whether or not to apply for the self-evaluation process, the district will provide a format for the self-evaluation report. Teachers who wish to pursue this alternative must notify the appropriate administrator by June 1st of the current academic year for the following year. The Administrator will notify the teacher whether he/she has been approved for a self-evaluation process by the end of the academic year. Any teacher approved for self-evaluation cannot apply for self-evaluation during the next Performance-Based Supervision cycle.

Procedure for Self-Evaluation

1. The self-evaluation process begins with a meeting between the teacher and the administrator prior to October 15th.
2. The administrator will assist the teacher in identifying areas of interest or need, and will suggest means by which goals can be realized (i.e. conference/workshop attendance, videotaping, peer observation, professional portfolio development, etc.). Whenever possible, the administrator will assist the teacher in obtaining the necessary resources for the teacher's participation in this process.
3. Within one month of the initial meeting, the teacher will submit a written plan for self-evaluation. This plan will state the teacher's goals, identify the means by which the goals will be realized, and identify the criteria by which the teacher will assess his/her performance.
4. A mid-year meeting between the teacher and administrator will occur prior to February 15th. This meeting will serve to provide the teacher with the opportunity to update the administrator on his/her work and to make any requests for additional assistance, etc.

5. By no later than May 15th, the teacher will submit a written self-evaluation report. The self-evaluation report will be descriptive and will contain a qualitative and quantitative assessment of the realization of his/her goals. The administrator will be available for consultation or advice regarding the self-evaluation report. The self-evaluation report will be prepared solely by the teacher.
6. The administrator will prepare and submit a written response to the teacher's self-evaluation by June 15th

III. ANNUAL EVALUATION OF TENURED STAFF

Tenured teachers will receive an annual written end-of-the-year evaluation by June 15th.

- A. Performance-Based: At the conclusion of the Performance-Based year the administrator will write an end-of-the-year summative evaluation summarizing the teacher's overall performance, and it shall be based upon first-hand information gathered by the administrator(s).
- B. Conference-Based: At the conclusion of the Conference-Based year the administrator will prepare an end-of-the-year evaluation statement as follows:
"This staff member has met with his/her supervisor on (insert dates of conferences) to discuss the scope of his/her work for the year and has fulfilled his/her professional responsibilities for the (insert school year) for the following reasons:"

OR

"This staff member has met with his/her supervisor on (insert dates of conferences) to discuss the scope of his/her work for the year and has not fulfilled his/her professional responsibilities for the (insert school year) for the following reasons:"

The teacher may file a written response to his/her annual evaluation and the response shall be placed in the teacher's personal/personnel file.

- C. Self-Evaluation Option: See Section II. 1-6.

IV. ANNUAL EVALUATION OF PROBATIONARY TEACHERS

The process for supervision and evaluation of probationary teachers is Performance-Based and thereby will include formal and informal observations and reports, ongoing conferences, a professional portfolio maintained by the teacher, and a written summative end-of-the-year statement and recommendation

CRITERIA FOR EVALUATION OF TEACHERS

GUIDELINES FOR TEACHER RESPONSIBILITIES WITHIN THE CLASSROOM

Planning and Implementing Instruction

1. Establishes long-range, intermediate and daily objectives referring to both the established curriculum and the needs of the particular class.
2. Plans instruction to achieve those selected objectives.
3. Selects or develops appropriate materials and activities.
4. Effectively implements a variety of instructional plans and appropriate instructional techniques and media.
5. Uses proper questioning techniques.
6. Uses tiered assignments, compacting and/or other methods for differentiating instruction where appropriate.
7. Effectively organizes time, space, materials, and equipment for instruction.
8. Provides opportunities for creative and critical thinking.
9. Creates experiences that promote student-to-student interaction and active learning.
10. Provides and facilitates opportunities for independent study.
11. Monitors and adjusts teaching/learning strategies as needed.
12. Communicates enthusiasm for learning.
13. Demonstrates breadth and depth of understanding and knowledge of subject matter.
14. Makes appropriate and purposeful homework assignments.
15. Includes the integration of computers and/or other technologies in the delivery of instructional activities where appropriate.
16. Collaborates with specialists and pupil personnel support staff as needed.

Classroom Management (and Environmental)

1. Sets and maintains appropriate standards for behavior and learning.
2. Shows consistency and fairness in dealing with students.
3. Provides an attractive and safe classroom environment.
4. Maintains effective procedures for collecting classroom data and record keeping.
5. Demonstrates efficiency in the use of class time.

Assessing Student Performance

1. Collects information as needed about students (academic, medical, etc.) and maintains confidentiality of that information.
2. Assesses the accomplishments of students on a regular basis.
3. Recognizes and responds to the learning differences of students.
4. Seeks the assistance of others as needed in order to help a student succeed.
5. Provides timely and useful feedback to students and parents.
6. Maintains accurate student records.
7. Recognizes student achievement.

Contributing to the Personal Development of Students

1. Effectively communicates with students.
2. Maintains high expectations and motivates students.
3. Encourages an atmosphere of mutual respect among students and between teacher and students and builds positive relationships.
4. Is frank, honest, and tactful.
5. Helps students develop and maintain positive self-image.
6. Effectively meets the individual needs of students.
7. Demonstrates positive interpersonal relationships with students.
8. Establishes and follows through consistently on expectations for students.
9. Provides opportunities for the expression of student ideas and opinions.
10. Helps reinforce student commitment to positive values.

GUIDELINES FOR TEACHER RESPONSIBILITIES OUTSIDE THE CLASSROOM

Communicating and Interacting with Staff and Parents

1. Maintains productive relationships with colleagues and parents.
2. Responds to colleagues and parents in a timely manner.
3. Communicates accurately and clearly, both verbally and in writing.
4. Provides helpful information to parents about the progress of students.

Performing Non-Classroom Responsibilities

1. Maintains a positive attitude toward the school community.
2. Participates cooperatively in helping identify and solve, department, and grade level and/or school related problems.
3. Implements accurately and effectively school management procedures.
4. Serves on school district committees.
5. Participates in curriculum and professional development activities.

Enhancing Professional Development

1. Engages in professional growth activities that are personally and professionally meaningful and satisfying, and which are related to guidelines for teacher responsibilities and district priority goals and objectives.