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Contract Database Metadata Elements

Title: **New Lebanon Central School District and New Lebanon Central School Teachers Association (2004)**

Employer Name: **New Lebanon Central School District**

Union: **New Lebanon Central School Teachers Association**

Local:

Effective Date: **07/01/2004**

Expiration Date: **06/30/2008**

PERB ID Number: **5696**

Unit Size:

Number of Pages: **46**

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A decorative border of pencil icons surrounds the text. The pencils are arranged in a rectangular frame, with some at the corners and others along the edges, all pointing towards the center.

AGREEMENT

between

THE CHIEF EXECUTIVE OFFICER

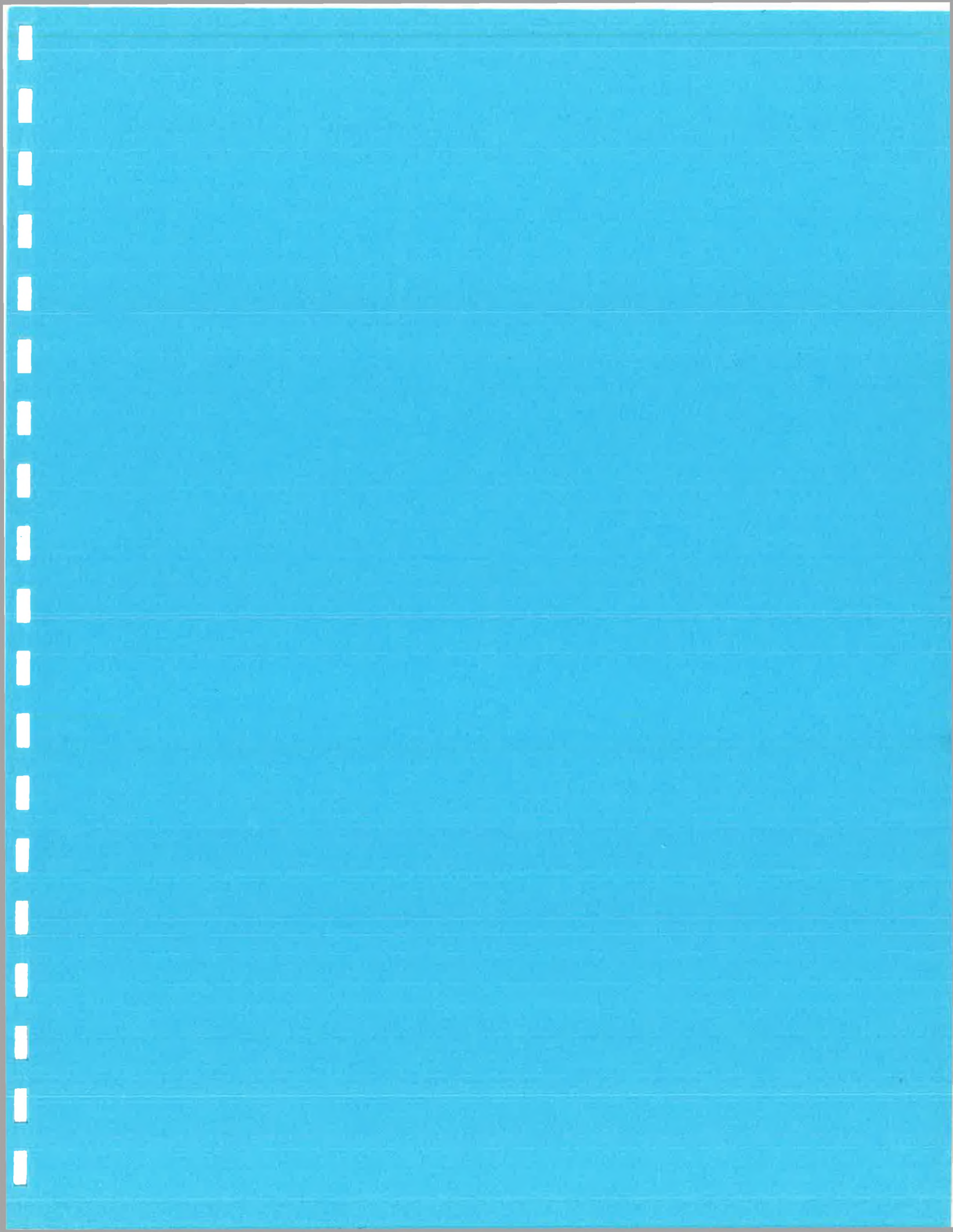
of the

NEW LEBANON CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION

and the

NEW LEBANON CENTRAL SCHOOL
TEACHERS' ASSOCIATION

July 1, 2004 to June 30, 2008



LAST NAME.....GIUMARRA	FEDERAL TAX EXEMPTIONS.....0	RETIREMENT SYS 1 CODE.....TRS
FIRST NAME.....GLENN	FEDERAL TAX WITHHELD?.....Y	RETIREMENT SYS 1 NUMBER.....929024
INITIAL.....P	FEDERAL ADJUSTMENT.....	RETIREMENT SYS 1 TIER.....4
ADDRESS 1.....PO BOX 134	STATE TAX EXEMPTIONS.....0	RETIREMENT SYS 1 CONTRIB RATE..... 3.00
ADDRESS 2.....	STATE TAX WITHHELD?.....Y	RETIREMENT SYS 1 DAILY RATE.....
CITY.....STEPHENTOWN	STATE ADJUSTMENT.....	RETIREMENT SYS 1 LOANS.....
STATE.....NY	NYC EXEMPTIONS.....	RETIREMENT SYS 1 LOAN BALANCE.....
ZIP CODE.....12168	NYC TAX WITHHELD?.....N	RETIREMENT SYS 1 ARREARS - MAND...
TELEPHONE NUMBER.....	NYC ADJUSTMENT.....	RETIREMENT SYS 1 ARREARS - VOL...
SEX.....M	YONKERS EXEMPTIONS.....	RETIREMENT SYS 1 BACK ADJUSTMENTS.
MARITAL STATUS (F).....H	YONKERS TAX WITHHELD?.....N	RETIREMENT SYS 2 CODE.....
MARITAL STATUS (S).....H	YONKERS ADJUSTMENT.....	RETIREMENT SYS 2 NUMBER.....
EMPLOYMENT DATE.....012802	PERCENTAGE OF TIME EMPLOYED..100	RETIREMENT SYS 2 TIER.....
BUILDING CODE..... 2	MONTHS WORKED.....10	RETIREMENT SYS 2 CONTRIB RATE.....
PAYROLL STATUS.....A	CONTRACT SALARY.....40180.00	RETIREMENT SYS 2 DAILY RATE.....
CLASSIFICATION CODE..... 1	SALARY EARNED.....	RETIREMENT SYS 2 LOANS.....
	EIC CODE.....	RETIREMENT SYS 2 LOAN BALANCE.....
	SDI (Y/N).....	RETIREMENT SYS 2 ARREARS - MAND...
	RETIREMENT WAIVER (Y/N).....Y	RETIREMENT SYS 2 ARREARS - VOL...
		RETIREMENT SYS 2 BACK ADJUSTMENTS.

6 BA

VOLUNTARY DEDUCTIONS

Code	Description	A/P	Amount	Freq	Limit	CPP	YTD	MTD	FTD
7	TEACHER DUES	A	54.71	2	503.00		218.87		503.00
1	SEC 125 HEALTH	A	48.67	2	758.87		621.35	97.34	758.84

04/05

TAX SHELTERED ANNUITIES

Code	Description	A/P	Amount	Freq	Limit	CPP	YTD	MTD	FTD
------	-------------	-----	--------	------	-------	-----	-----	-----	-----

DIRECT DEPOSIT

Code	Bank Description	Account	C/S	A/P	A/P
0328870090		C P			100.00
2005013011		S A			400.00

BUDGET CODES

Account Code	FICA Y/N	Liq Y/N	Fac Cde	Dut Cde	Pos Cde	Position Description	Actual Salary	Freq	Type	Hrs/ Days	Rate/ Amount	Num Pays	Num Rem	Fiscal Gross	Fiscal Liquid	Fiscal Hrs/Days
A2110.130	Y	N	T		11	H.S. TEACHER	40180.00	2	3		1913.33	21	0	40180.00		
A2850.150	Y	N	T		25	CHAPERONE	0.00	2	2				21			
A9060.800	Y	Y	T		11	H.S. TEACHER	0.00	2	4		-466.66	10	0	466.68	466.68	
A2850.150	Y	Y	T		90	SENIOR CLASS ADV	0.00	2	5		750.00	10	0	750.00	750.00	

41396.68 1216.68 0.00

YEAR TO DATE AMOUNTS

MTD..	Gross Wage	Fica Gross	Med Gross	Fica W/H	Med W/H	Fed W/H	State W/H	NYC W/H	Yonkers W/H
MTD..	4576.73	4479.39	4479.39	277.72	64.95	615.40	193.36		
QTD..	14143.38	13802.69	13802.69	855.77	200.15	1944.70	615.56		
YTD..	25623.36	25002.01	25002.01	1550.15	362.55	3542.70	1123.00		
FTD..	41396.68	40637.84	40637.84	2519.59	589.27	5813.19	1844.06		

GIUMARRA, GLENN P

GRAND TOTAL AMOUNTS

GRAND TOTAL FISCAL GROSS..... 41396.68

GRAND TOTAL FISCAL LIQUIDATION... 1216.68

GRAND TOTAL YTD AMOUNTS

	Gross Wage	Fica Gross	Med Gross	Fica W/H	Med W/H	Fed W/H	State W/H	NYC W/H	Yonkers W/H
MTD..	4576.73	4479.39	4479.39	277.72	64.95	615.40	193.36	0.00	0.00
QTD..	14143.38	13802.69	13802.69	855.77	200.15	1944.70	615.56	0.00	0.00
YTD..	25623.36	25002.01	25002.01	1550.15	362.55	3542.70	1123.00	0.00	0.00
FTD..	41396.68	40637.84	40637.84	2519.59	589.27	5813.19	1844.06	0.00	0.00

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the New Lebanon Central School District (hereinafter referred to as the "District") and its professional employees represented by the New Lebanon Central School Teachers' Association (hereinafter referred to as the "Association").

.....

CIVIL SERVICE LAW - STATE OF NEW YORK

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

ARTICLE 1

RECOGNITION

- A. The New Lebanon Central School District Board of Education, having determined that the New Lebanon Central School Teachers' Association is supported by a majority of the teachers in a unit composed of all certified personnel except the Superintendent, Building Principals, Business Manager, Director of Pupil Personnel Services, Occupational Therapists, Physical Therapists, and Teaching Assistants, hereby recognizes the New Lebanon Central School Teachers' Association as the exclusive negotiating agent for such unit. Such recognition shall extend for the maximum period allowed by law.
- B. The Association hereby affirms that it does not assert the right to strike against the New Lebanon Central School District and that it will not strike or assist or participate in any strike.

ARTICLE II

NEGOTIATION PROCEDURES

- A. The terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties, or until the expiration of this agreement.
- B. No later than January 15, 2004, the parties will enter into good-faith negotiations over a successor agreement covering an additional term. If such an agreement is not concluded by 60 days before the annual meeting date, either party may request the use of mediation. The parties will seek to agree on a mutually acceptable mediator and will obtain a commitment from said mediator to serve. In case of mediation by a private party, the costs of such mediator shall be equally borne by both parties. If the District and the Association are unable to agree upon a mediator or to obtain such commitment, or in the event agreement is not reached by private mediation, either party may request the State Public Employment Relations Board to assist the parties to reach an agreement.
- C. Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III
DUES DEDUCTION

- A. The Board of Education of New Lebanon Central School agrees to deduct from the salaries of its employees dues for the New Lebanon Central School Teachers' Association and its affiliates, as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies promptly to such Association. Teacher authorizations shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name	First	Initial	Building
-------------------	-------	---------	----------

Address

To: Board of Education of New Lebanon Central School

Pursuant to chapter 392, Laws of 1967, I hereby designate the New Lebanon Central School Teachers' Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such association, to deduct from my salary and transmit to the associations indicated below the dues as certified by the respective associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee Signature

Date

- B. Deductions referred to in Section A above shall be made in the following manner. The total annual membership dues for those designated professional associations, shall be deducted in ten (10) consecutive pay periods in equal installments beginning with the first pay period in October. The Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues. The Association shall do this no later than two (2) weeks prior to the first scheduled paycheck in October.
- C. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period. Example: If deductions are to spread over six (6) pay periods, an authorization submitted so as to become effective with the third pay period would result in deducting only two-thirds of the annual dues during the first year of operation.
- D. The Board shall transmit the amount deducted to the Association following the second, fourth and sixth deduction periods. The first and/or final

transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

- E. An employee may withdraw his authorization at any time by written notice received by the Board of Education at least two (2) weeks prior to the effective pay period.

ARTICLE IV
TEACHER EMPLOYMENT

- A. Upon initial employment, a teacher's previous service or experience shall be credited, on a one year for one year basis, for purposes of placement on the salary schedule. Previous service or experience includes such service as teaching experience in either public or private schools, military service, Peace Corps, Teach for America or other humanitarian service related education.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim by any teacher or group of teachers who are members of the bargaining unit of any claimed violation, misinterpretation, misapplication or inequitable application of law, or the terms and conditions of employment as established by this agreement.
- 2. A "grievant" is the person or persons making the claim or the Association.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

- 1. Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the working conditions of teachers, as set forth in this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter in-

formally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this agreement. In any case, the Association shall be notified of the grievance and be given the opportunity to be present at such adjustment and to state its views.

C. If a grievant does not present a grievance to his/her principal or immediate supervisor within ten (10) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. If a grievance is not processed through the levels of this procedure within the time limits specified therefore, it shall be waived.

D. Procedure - Stages

1. Level One

(a) A grievant will first discuss his/her grievance with his/her principal or immediate supervisor either directly or through the Association's representative, or through some other person as provided in Paragraph E of this Article, with the objective of resolving the matter informally.

2. Level Two

(a) If the grievant chooses to appeal the disposition of his/her grievance at Level One, or if a decision has not been rendered within five (5) school days after presentation of the grievance, it may be submitted to the Superintendent within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner.

(b) Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant or his/her representative in an effort to resolve the grievance.

3. Level Three

(a) If the grievant chooses to appeal the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent and the grievance involves a question concerning the interpretation, or meaning of the Agreement, the Grievance committee may refer it to the Board. Within seven (7) school days after receiving written grievance, (or such longer time as may be mutually agreed upon), the Board will meet with the grievant or his/her representative for the purpose of resolving the grievance; provided, however, that the Board may designate a Committee of

its members to hear the grievance and report thereon to the Board, which shall then act on such report.

- (b) Within ten (10) school days after the conclusion of the meeting, the Board of Education shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the grievant and the Association.

4. Level Four

- (a) After such hearings, if the teacher or the Association chooses to appeal the decision at Level Three and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Chief School Officer within fifteen (15) school days of the decision at Stage 3.
- (b) A request for a list of arbitrators shall be made to the American Arbitration Association. The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this agreement nor to render any decision which conflicts with an external law, rule or regulation.
- (c) All arbitration costs will be equally borne by the Association and the School District.

E. Rights of Teachers to Representation

1. No party in interest, Building Representative, member of the Grievance committee or any other participant in a grievance procedure shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing. The Association shall have the right to be present and to state its views at Levels Two, Three and Four of the grievance procedure.

F. Miscellaneous

1. If, in the judgment of the Grievance committee, a grievance affects a group or class of teachers, the Grievance committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. In such a group or class grievance, the Grievance committee shall have the same status as a grievant.
2. Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reason therefor and shall be transmitted promptly to all parties in interest and the Chairman of the Grievance committee.

3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the School District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and where required, the Association, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

ARTICLE VI
TEACHER ASSIGNMENT

- A. Insofar as practicable, teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, no later than July 1. If the District requires any changes to be made after July 1, a consultation with the teacher(s) involved, the department chairperson, the Association President, the Building Principal and the Superintendent, will be held to discuss ways of dealing with such proposed changes. Any changes made after July 1 will be made with the approval of the teacher involved unless the Board of Education reduces the number of teaching positions after July 1. Teacher assignment will further be changed after July 1 only to the extent necessitated by such reduction.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

ARTICLE VII
NEWLY EMPLOYED PERSONNEL,
VOLUNTARY TRANSFERS, REASSIGNMENTS

Notice of assignments, for all newly employed personnel, of their specific positions shall be given as soon after appointment as practicable. Assignments shall be within the type of service for which the teacher has been appointed by the Board.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such vacancy in the following year and may file a written statement of such desire with the appropriate building principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Whenever such administrator knows of a vacancy, he/she will notify the teacher who has filed an application for such position as promptly as possible. As soon as practicable, each applicant shall be notified as to what action has been taken by the Superintendent with regard to the assignment transfer requested by the applicant.

ARTICLE VIII
TEACHERS' RIGHTS
AND PROTECTION

- A. Teachers will not be required to drive pupils to activities which take place away from the school building. In the event a teacher volunteers to drive, the Board will provide the teacher with liability insurance coverage with maximum limits as heretofore purchased by the Board.
- B. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities. The Association agrees that there shall be no discrimination by the Association or its members against any person represented for refraining in union activity.
- C. The Board shall provide legal counsel for all teachers in accordance with New York State Law.
- D. The District shall reimburse any teacher for damage or destruction of personal property owned by the teacher and not otherwise covered by insurance provided:
 - 1. The damage or destruction occurs as a result of and within the performance of the teacher's duties; and
 - 2. The District's total reimbursement to any one teacher shall not exceed \$200.00 for each occurrence.

ARTICLE IX
LEAVES OF ABSENCE

A. Sabbatical Leave

1. A teacher, after serving seven (7) years in the New Lebanon Central School District, will be eligible for a sabbatical leave of up to one (1) year at not less than one-half pay, and a teacher having served fourteen (14) years in the District will be eligible for a sabbatical leave of one (1) year at 75% of full pay. Only one (1) teacher will be granted sabbatical leave each year, provided that the Superintendent and the Board of Education approve the purpose of the leave.

2. Sabbatical Leave may be granted for the following purposes:

- a. study
- b. travel or
- c. research or
- d. writing

provided that, in the opinion of the Board of Education, such a course of activity would be mutually beneficial to the teacher and the school.

3. Teachers shall be given credit toward salary increment while on sabbatical leave.

4. Applications must be submitted in writing to the Superintendent no later than December 1 of the school year preceding the school year the sabbatical leave would commence. Permission, if granted, must be given in writing no later than February 1 prior to the date the leave would commence and the teacher must notify the Superintendent of his/her decision no later than April 1.

5. Salary payments will coincide with regular faculty pay periods during the sabbatical year.

6. A teacher who is granted a sabbatical leave will return to teach in the District for a period at least twice the length of the sabbatical leave granted to him/her or refund the stipend paid to him/her during this leave.

7. A teacher on sabbatical leave shall not be entitled to use accumulated sick leave, nor shall the District pay group health or dental insurance premiums for such teacher. However, the teacher shall be allowed to participate in the District's group health and group dental insurance plans at his/her or her own expense.

8. The decision of the Board of Education to grant or deny the request for a sabbatical leave of absence shall be final and binding on all parties.

B. Personal Leave

1. Five (5) days annually of business or personal leave will be granted to all full-time teachers at no loss of salary. Request for personal leave shall be submitted in writing at least two (2) days in advance of such absence to the building principal, except in cases of emergency when notice cannot be given, in which case the teacher shall advise the District as early as possible and, upon return to work, submit a personal leave form to the building principal.

Personal leave shall not be granted for such reasons as: hunting, fishing, shopping, visiting friends or relatives, extension of vacation, or personal business that can be conducted outside of work hours.

Personal leave will be granted upon request for the following:

- a. Legal Matters: house closing, income tax hearing, court appearances, probate proceedings, obtaining licenses.
- b. Funerals: attendance at funeral service of a person, the nature of whose prior relationship to the employee warrants such attendance.
- c. Ceremonies: graduation of spouse or child, day of wedding, participation in religious ceremonies, honors and award ceremonies involving the employee or immediate family.
- d. Education: required educational examinations, attending educational meetings, required parental visits by parents to college, professional advancement.
- e. Bereavement: due to the death of a member of the immediate family defined as spouse, children, mother, father, mother-in-law, father-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandmother, grandfather and grandchildren. Up to three (3) days of non-cumulative bereavement leave shall be granted upon request. An extension beyond the three (3) days may be granted by the Superintendent should a unique circumstance be involved, such as distance. Such extension days shall be deducted from the individual's sick leave accumulation.
- f. Medical Appointments: when such appointments cannot be made outside the school day.

Personal leave is subject to the approval of the building principal, if the leave is requested for matters other than those stated above.

2. Up to three (3) days non-cumulative religious leave shall be granted upon request.
3. Any unused personal days shall be transferred to a teacher's cumulative sick leave days until the maximum numbers set forth in section (c)(1) of this Article is reached.

C. Sick Leave

1. Each teacher shall have ten (10) sick leave days per year for personal or family sickness. The ten (10) days shall be cumulative to a maximum of 220 days.

The District may require a physician's certificate to verify illness.

2. A sick leave bank shall be created through individual teacher contribution as set forth below:

General

- a. Teachers electing to participate in such sick leave bank shall contribute two (2) days of their individual sick leave. Those employed less than full time will withdraw according to their full time equivalency. All teachers, excluding substitute teachers, shall be eligible to participate, but those teachers not electing to contribute shall not be eligible to draw from the bank.
- b. The bank shall be administered by a committee of four (4) persons; two (2) chosen by the Association, the requesting teacher's building principal, and one (1) person appointed by the Superintendent.
 - (1) The decision of the committee shall be final and binding upon the teacher and the District.
 - (2) In the case of a tie vote of the committee, the final decision will be made by the Board of Education and the board's decision shall be final and binding upon the teacher and the District.
- c. Withdrawals of days from the sick leave bank shall be limited to members whose personal health condition requires absence beyond their accumulated sick leave time.
 - (1) No such sick leave bank use shall be made for the following:
 - (a) cosmetic surgery unrelated to an illness or accident.
 - (2) Approved withdrawals will be retroactive to the day that the teacher's own sick leave has been completely used.
- d. The number of sick leave days which may accumulate in the sick leave bank shall be unlimited. Once a teacher has accumulated the maximum number of days allowed pursuant to Article IX(C)(1), (s)he may voluntarily elect to contribute any or all of his/her days which remain unused at the end of each school year to the sick leave bank.
- e. No participating teacher may withdraw more than fifty (50) days from the sick leave bank in any one school year, unless, by

unanimous vote of the committee, the maximum is increased due to the nature of the illness.

- f. The bank shall be replenished when the number of accumulated days has been depleted by 50% of the bank maximum, but no more than once per school year.
- g. The Association shall submit to the business manager a list of teachers and the number of days each will contribute to the replenishment of the sick leave bank.

Procedure To Join The Sick Leave Bank

- a. The teacher may join by signing a waiver form authorizing two (2) sick days to be deducted from his/her sick leave and placed in the sick leave bank.
- b. Teachers may join the sick leave bank any time up to October 15. Any teacher not joining at this time will again be eligible when the sick leave bank is replenished.
- c. Any eligible teacher joining the District after October 15 will have two (2) weeks following his/her initial date of employment to join the bank.

Information On Withdrawals From The Sick Leave Bank

- a. A withdrawal form must be filled out by the teacher and forwarded to the Sick Leave Bank committee. Forms will be provided by the District and available at the District office.
- b. A medical doctor's statement will be required by the committee to cover the days involved and to confirm the reason for the absence.

Termination of Membership

- a. Any teacher may terminate his/her membership in the bank by notifying the Sick Leave Committee in writing.
 - b. A teacher withdrawing membership in the bank waives all rights to the days and the days will remain in the bank until used by the membership.
3. In September of each school year, written notice will be given to each teacher indicating the number of sick days accumulated as of June 30th of the previous school year.
 4. Pay for unused sick days shall be granted to teachers who retire directly from the District employment in accordance with the regulations of the New York State Teachers' Retirement System. Payment shall be from an individual's sick leave account. The sick leave bank may not be used for the purpose of this paragraph. Payment shall be

completed by the last payroll check the teacher is to receive. Payment shall be computed as follows:

Effective July 1, 1997 and thereafter:

51 - 120 days accumulation	\$25/day
121 - 220 days accumulation	\$40/day

The maximum payment based on the above schedule shall be: \$5,750.

To be eligible for payment under this section, a teacher must submit a letter of resignation for retirement purposes for immediate acceptance by the Board of Education. The teacher may request withdrawal of such resignation for emergency circumstances. Any denial of such request will be immediately submitted for arbitration to determine whether the request constituted an "emergency" justifying withdrawal.

D. Parental Leave of Absence

1. An unpaid leave of absence shall be granted a teacher for the purpose of child rearing as follows:
 - a. A teacher shall be entitled, upon request, to a one (1) year leave for the birth of a child or, after taking custody for adoption purposes, of an infant who is less than five (5) years old. Said teacher shall notify the Chief School Officer in writing of intent to take such leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which said leave is to begin. The District will grant an additional one (1) year leave if the request is made by the teacher in writing to the Chief School Officer not later than sixty (60) days before the expiration of the initial one (1) year leave.
 - b. An individual shall be limited to a maximum of two (2) consecutive years. To be eligible for a subsequent parental leave, the teacher must return to employment for a minimum of one (1) semester.

E. No person on any leave of absence shall be entitled to use accumulated sick leave, nor shall the District pay group health insurance premiums for such teacher, but the teacher shall be allowed to participate in the District's group health insurance plan at his or her own expense.

F. Jury Duty

All teaching employees shall be granted a leave of absence when required to report to jury duty provided they show evidence of such duty.

G. The New Lebanon Teachers' Association President or his/her designee shall be granted a maximum of two (2) days paid leave per year to participate in regional or state union business.

- H. 1. Upon the expiration of any leave, a teacher shall be returned to a position within his/her own tenure area, unless staff reductions have been made and the teacher lacks the seniority to return. Said return shall be at the beginning of a semester unless by mutual agreement.
2. A teacher on a leave who is employed for more than ninety (90) instructional days during the period September 1 to June 30 in the school year of his/her leave, shall receive one full school year of credit for purpose of salary advancement and sick leave accumulation.
3. The Board has the exclusive discretion to grant an unpaid professional growth leave of absence to any faculty member for the purpose of enhancing and expanding the member's knowledge and experience in the areas of curriculum and instruction. Such leaves may be granted for a full year and may be renewable for an additional year upon Board approval. An employee who is granted this leave will continue to accrue seniority in his/her respective tenure area during the period of leave.

ARTICLE X
STUDENT DISCIPLINE

- A. Each teacher shall be responsible for the discipline of students who are subject to his/her supervision.
- B. Insofar as practicable, the Board will attempt to retain non-teaching personnel to supervise students in out-of-class situations. Teachers will, however, be expected to supervise students in such out-of-class situations whenever the Board deems it impracticable to obtain non-teaching personnel to perform such functions.
- C. Teachers shall have the right to discipline or punish those students who disobey direction, disrupt a class, use profane or obscene language, or abuse school property.

ARTICLE XI
COMPENSATION

- A. 1. The parties agree to the following salary package:
- | | |
|-----------|---|
| 2004-2005 | 4.90% inclusive of experience increment |
| 2005-2006 | 4.85% inclusive of experience increment |
| 2006-2007 | 4.80% inclusive of experience increment |
| 2007-2008 | 4.80% inclusive of experience increment |
2. Teachers shall be compensated in accordance with the attached schedules for the 2004-05, 2005-06, 2006-07 and 2007-08 school

year. Allocations and establishment of new salary schedule will be the mutual responsibility of the Association and the District.

- B. For teachers appointed on or after June 1, 1988, Article IV (A) alone shall govern his/her placement on the salary schedule.
 - 1. Teachers who have a valid New York State teacher's certificate, but have not earned a Bachelor's Degree, shall be paid in accordance with the Bachelor's Degree column on the salary schedule. Such teachers shall remain on the Bachelor's column until the requirements of the Bachelor's degree have been completed. In addition, college courses used to complete the requirements of the Bachelor's degree shall not be eligible for inservice credit in accordance with paragraph C of this Article. However, college courses used to complete requirements for permanent certification after receipt of a Bachelor's degree shall be accorded inservice credit in accordance with paragraph C of this Article. For teachers who are first employed by the District on or after July 1, 2000 and therefore required to obtain a Master's Degree for permanent certification, there shall be no movement from the Bachelor's schedule to the Bachelor's +30 schedule. Such teachers shall remain on the Bachelor's schedule until completion of the Master's program, at which time they shall move to the Master's schedule. For employees hired prior to July 1, 2001, Article C(2) will remain in effect for courses taken after July 1, 2001.
- C. Teachers shall be compensated for graduate and/or inservice hours completed after employment in the following manner:
 - 1. A salary adjustment will be made upon successful completion (C grade or better) of each credit for courses commenced and completed after September 1965 which fulfill the following requirements.
 - a. credit in courses leading directly to a graduate degree in the teacher's subject field or
 - b. credit in courses leading to permanent certification, or
 - c. credit for inservice courses; and credit for courses which reasonably broaden the intellectual development of individual teachers, provided such courses have been approved in advance by the Superintendent.
 - 2. The salary adjustment will be made upon completion of a credit bearing course or inservice course as of September of the school year succeeding completion of these courses at the following rates:
 - a. courses completed prior to June 30, 1977 - \$16 per credit hour
 - b. courses completed after July 1, 1977 \$18 per credit hour
 - c. courses completed after July 1, 1978 \$20 per credit hour

- d. courses completed after July 1, 1990 \$35 per credit hour
 - e. courses completed after July 1, 1998 \$50.00 per credit hour
 - f. courses completed after July 1, 2000 \$55.00 per credit hour
- D. Teachers shall not be compensated for graduate and/or inservice hours completed prior to the first day of employment. Such hours shall be counted without pay, toward meeting salary schedule requirements above the Bachelor's Degree.
- E. The District shall bear the cost of in-service education for courses taken after July 1, 2001. Course attendance shall receive prior approval by the Superintendent. Participants will receive no further compensation for in-service course attendance.
- F. Effective July 1, 2000, longevity increments will be \$750.00 at the end of the 20th and 25th year in the district or the former East Nassau District.
- G. The District will reimburse teachers required to travel between buildings at the IRS approved rate per mile for the year in which travel occurred, provided that no District owned vehicle is available for use.
- H. Any teacher receiving a premium pay hiring bonus prior to the acceptance and ratification of this agreement shall continue to receive said bonus.
- I. Summer Curriculum Development: Salary for each day worked shall be 2/3rds of the teacher's daily rate of pay. The daily rate of pay shall be 1/200th of the teacher's basic salary for the subsequent school year as shown on the salary notice given to teachers each June; differentials for coaches, advisors, curriculum coordinators, etc. shall not be included in the computation. Also excluded will be inservice credit earned during the summer of employment.
- J. 1. In the year a unit member has or will have a minimum of 15 years of district service at the time of retirement; and is or will be a minimum of 55 years old; **and in the first year in which the member is eligible to retire without penalty**, (unless a member elects to retire **early** with penalty), he/she may tender an irrevocable letter of resignation for the purpose of retirement. **Such letter shall be submitted no later than ninety (90) days prior to the effective date of retirement.** The unit member will receive a bonus equal to fifty percent (50%) of his/her last full year's contract salary. The member will have the option of receiving the bonus as a lump sum or divided into three consecutive yearly payments payable on the first pay period of July following their date of retirement.
2. Members meeting the above criteria between July 1 and September 1 may submit their retirement letter effective the day following when they first become eligible with the first payment being the first pay period in October. During the initial year of this agreement, unit members meeting the above criteria aged 55 or older will be eligible for this incentive.

3. During the first year of this agreement, those unit members who are eligible for the retirement incentive will be afforded the 2004-05 school year to make their decision provided that the member tenders an irrevocable letter of resignation for the purpose of retirement effective June 30, 2005, no later than January 3, 2005.

Example:	<u>For Work in the Summer of 1988</u>	
	1988-89 Salary	\$24,000
	1/200th	\$ 120 (Daily Rate)
	2/3 ^{rds}	\$ 80 (Summer Daily Rate)

ARTICLE XII
EXTRA-CURRICULAR DUTIES AND ASSIGNMENTS

- A. Whenever possible, extra-curricular duties will be assigned in such a way to distribute these duties evenly among members of the faculty.
- B. The following extra-curricular activities, when offered, shall be compensated according to the following schedule:
 - 1. Teachers who are assigned to serve as chaperones for dances, evening bus trips, home basketball games, performances of the chorus or band during non-school hours and musical performances at All-County or All-State: \$30/event.

	2004-05	2005-06	2006-07	2007-08
2. Grade 7 Advisor	425	450	475	500
3. Grade 8 Advisor	425	450	475	500
4. Freshman Class Advisor	525	550	575	600
5. Sophomore Class Advisor	525	550	575	600
6. Junior Class Advisor	625	650	675	700
7. Senior Class Advisor	875	900	925	950
8. Drama Club Director (Per Event for a three act play or equivalent)	825	850	875	900
9. Yearbook Advisor	1,250	1,275	1,300	1,325
10. Cheerleader Advisor	725	750	775	800
11. Student Council Advisor	875	900	925	950
12. Chess Club Advisor	525	550	575	600
13. Gymnastics (Intramural)	975	1,000	1,025	1,050
14. Spirit Club Advisor	800	825	850	875
15. Technology Club	755	780	805	830
16. National Honor Society	750	775	800	825
17. Spanish Club Advisor	525	550	575	600
18. Environmental Club	425	450	475	500
19. Varsity Basketball	2,425	2,475	2,525	2,575
20. J.V. Basketball	1,975	2,025	2,075	2,125

			06/07	07/08
21. Modified Basketball	1,625	1,675	1,725	1,775
22. Varsity Baseball	2,000	2,050	2,100	2,150
23. J.V. Baseball	1,700	1,750	1,800	1,850
24. Modified Baseball	1,625	1,750	1,800	1,775 ?
25. Varsity Soccer	2,000	2,050	2,100	2,150
26. J.V. Soccer	1,700	1,750	1,800	1,850
27. Modified Soccer	1,625	1,675	1,725	1,775
28. Co-Ed Varsity Swimming	2,275	2,325	2,375	2,425
29. Co-Ed Modified Swimming	1,625	1,675	1,725	1,775
30. Track	2,000	2,050	2,100	2,150
31. Varsity Volleyball	2,000	2,050	2,100	2,150
32. Golf	2,000	2,050	2,100	2,150
33. Varsity Softball	2,000	2,050	2,100	2,150
34. J.V. Softball	1,700	1,750	1,800	1,850
35. Modified Softball	1,625	1,675	1,725	1,775
36. Athletic Director	3,000	3,050	3,100	3,150
37. Jr./Sr. High Curriculum Coordinator	800	850	900	950
38. Elementary Curriculum Coordinator	800	850	900	950
39. K-12 Coordinators	800	850	900	950

- C. Compensation for other activities or duties not set forth above may be paid by the District as it deems advisable.
- D. Should the District combine Junior High and Junior Varsity teams to form a modified team in Boys' and Girls' Soccer or Boys' Basketball, the coach will be paid in accordance with the Junior Varsity salary.
- E. A qualified member of the bargaining unit shall be given a preference should (s)he apply for one of the foregoing positions listed in this Article. The District shall determine whether a given applicant is qualified. Where the District determines that a member of the bargaining unit who applies for such a position is not qualified or if no bargaining unit members apply, the District may appoint a person who is not a member of the bargaining unit. Each appointment to one of the foregoing positions shall expire on June 30 of each year. Once appointed to one of the foregoing positions listed in the Article, the appointee, whether (s)he be a bargaining unit member or a non-bargaining unit member, shall have a preference over all other applicants.
- F. The District agrees to provide leadership training for curriculum development and strategies for meeting state standards. The Association agrees to ensure that all teachers actively participate in the accomplishment of the five-year curriculum development plan.

ARTICLE XIII
TEACHING FACILITIES

- A. Insofar as possible each teacher shall have his own room.
- B. Insofar as possible, each teacher will be provided with:
 - 1. A separate desk with lockable drawer space.
 - 2. Adequate blackboard and bulletin board space.
 - 3. Adequate storage space in each classroom for instructional materials.
 - 4. Adequate materials required in daily teaching responsibility (chalk, erasers, staplers, etc.).
- C. Audio-visual materials shall be kept in a readily available place. Provisions should be made for a complete cataloging of available materials. All teachers shall be made aware of any audio-visual materials available for their teaching areas. This should insure against unnecessary duplication and make for the greatest use of the materials.
- D. Within the present high school building a suitable space will be set aside for a teacher's workroom.

ARTICLE XIV
TEACHER AIDES

Insofar as practicable, the Board of Education will hire the necessary teacher aides in the New Lebanon School District where overcrowding and heavy work loads prevail. Teacher aides will also be assigned high school study halls which cannot be handled by classroom teachers without violating teacher assignments as prescribed in this contract. However, a job description and a clearly planned program with duties designated and hours indicated should be presented to aides when hired. A short period of training and guidance should be given so they will be able to cope with the problems and understand the needs of the children in our school setting.

A joint Administration-Association Committee shall be established to discuss the number, duties and training of aides hired by the Board.

ARTICLE XV
TEACHER LOAD

- A. The Secondary Day
 - 1. Rotating Schedule
 - a. The school day shall have eight (8) rotating sets, six (6) of the eight (8) sets meeting each day.

- b. Each teacher shall have a minimum of six (6) preparation periods within the four (4) day cycle, with the exception of physical education teachers who will have a minimum of one (1) preparation period per day. No teacher shall be assigned more than six (6) sets in the eight (8) set cycle without the teacher's consent.
- c. Duties assigned during an extra assignment set shall be equitably distributed among all teachers.
- d. If a teacher agrees to accept or is assigned a seventh assignment set, that teacher shall be compensated at the rate of an additional one-sixth of his annual salary.
- e. A teacher shall not have more than three (3) teaching preparations except in cases of extenuating circumstances. Any teacher with more than three (3) teaching preparations will be assigned as few extra duties as possible.
- f. Each teacher shall have one (1) duty free lunch period as long as the student's lunch period.

2. Traditional Schedule

- a. The school day shall have eight (8) sets, each set no less than forty (40) minutes.
- b. Each teacher shall have a minimum of two (2) planning sets per day, with the exception of physical education teachers who will have a minimum of one (1) planning period per day. No teacher shall be assigned more than six (6) sets per day without the teacher's consent.
- c. Duties assigned during an extra assignment set shall be equitably distributed among all teachers.
- d. If a teacher agrees to accept or is assigned a seventh assignment set, that teacher shall be compensated at the rate of an additional one-sixth of his annual salary.
- e. A teacher shall not have more than three (3) teaching preparations except in cases of extenuating circumstances. Any teacher with more than three (3) teaching preparations will be assigned as few extra duties as possible.
- f. Each teacher shall have one (1) duty free lunch period as long as the student's lunch period.
- g. A change, from a rotating schedule to a traditional schedule or from a traditional schedule to a rotating schedule, shall not be made by the principal without consultation with the entire faculty.

B. Elementary School Day

1. Each teacher will be given at least a thirty (30) minute duty-free lunch period.
2. All full-time classroom teachers shall be guaranteed a preparation period each day at the time when their students are attending special area classes. The length of such period shall be equal to the time of the special class, but no less than 30 consecutive minutes. Full-time special area teachers shall be guaranteed a preparation period each day of no less than 30 minutes.

C. Class Size

1. Insofar as is practicable, students will not be assigned to any classroom in excess of the student facilities or teaching stations available. Room assignments will be made with regard to the safety, health and physical comfort of students.

- D. Effective July 1, 2001, teachers may be assigned bus duty within the school day. Such assignments will be made on an equitable basis and approved by the Superintendent based upon a schedule developed in consultation with an Association representative.

ARTICLE XVI
TEACHER-ADMINISTRATION LIAISON

An Association committee of elementary teachers shall meet at a time mutually agreeable each month with the elementary principal during the school year to review and discuss current school problems and practices.

An Association committee of high school teachers shall meet at a time mutually agreeable each month with the high school principal during the school year to review and discuss current school problems and practices.

Such meetings may be canceled or adjourned by mutual consent.

ARTICLE XVII
WORK YEAR, SCHOOL DAY AND SCHOOL CALENDAR

- A. The Association may submit recommendations concerning the following year's school calendar to the Superintendent prior to the Christmas recess.
- B. The teacher work year shall consist of no more than 185 work days between September 1 and June 30 of each school year, as assigned by the District. No more than 180 of such days shall be student contact days,

unless a greater number of student contact days is required by external law, rule or regulation. No more than five (5) days shall be Superintendent Conference days.

- C. The regular teacher work day shall be no longer than 7 hours in duration, as determined by the District, inclusive of a duty free lunch period. No teacher shall leave the school building to which (s)he is assigned at the end of the work day until all the school buses have left school grounds.
- D. All unit members are expected to be available during the school day. The Walter B. Howard Elementary School day will be from 8:30 – 3:30. The Jr./Sr. High School day will be from 7:30 – 2:30.

ARTICLE XVIII **REQUISITIONS**

Notice of any change in requisitions shall be given to the teacher involved by way of written memorandum which the teacher will initial.

ARTICLE XIX **HEALTH AND DENTAL INSURANCE**

A. Health and Dental Insurance:

- 1. The District shall provide bargaining unit members whose Full Time Equivalency (FTE) is .5 or more with health insurance coverage which is equal to or better than the coverage which was in effect on June 30, 2004. The District shall select the health insurance plan by which the coverage is to be provided. This District selected health insurance plan shall be known as the “principal health plan.”
 - a. Unit members employed prior to September 1, 2004, will receive health insurance equal to or better than the coverage under the NLCSO Participating Provider Organization (PPO) as of June 30, 2004.
 - b. Unit members employed on or after September 1, 2004, will receive health insurance through the NLCSO Participating Provider Organization (PPO). This coverage will be equal to or better than the principal plan offered prior to September 1, 2004.

1. Effective September 1, 2004, except for the specific employees previously identified by the parties and listed in a separate memorandum of agreement, all active employees will be covered under the new principal health plan. This plan shall provide benefits equal to or better than the NLCSO Participating Provider Organization (PPO) in effect as of June 30, 2004.

c. Members of the bargaining unit who are married to each other shall be eligible for one two-person or one family plan. One plan will be provided per couple as well as payment of a cash benefit payment of \$700. Each spouse may elect to hold an individual plan in which case they would not be eligible for any other plan or the cash benefit payment.

d. Prescription Drugs: Unit members employed prior to September 1, 2004, will receive prescription drug coverage equal to or better than the prescription drug coverage they received as of June 30, 2004. Unit members **first** employed on or after September 1, 2004, will be responsible for the following:

- a 20% deductible (co-pay) for a 30 day supply of each retail drug prescription
 - a co-pay of twenty dollars (\$20) for a 90 day supply of a maintenance drug prescription through Express Scripts.”
2. The District shall provide bargaining unit members whose Full Time Equivalency (FTE) is .5 or more with dental insurance coverage which is equal to or better than the coverage which was in effect on June 30, 1991. The District shall select the dental insurance plan by which the coverage is to be provided. This District selected dental insurance plan shall be known as the “principal dental plan.”
 3. Effective July 1, 1994, for bargaining unit members eligible for health and dental insurance coverage as provided above, the District shall pay 90% of the cost of premiums for either an individual, two-person or family health and/or dental plan (as appropriate to the bargaining unit member’s family situation). The bargaining unit member shall pay the remaining 10% of the cost of such premiums.
 4. If one or more other insurance plans are offered in addition to the principal plans, the District will not be obligated to make a greater premium contribution on behalf of any bargaining unit member electing coverage under such other plan than it would on behalf of such bargaining unit member had that bargaining unit member elected the principal plan. Each employee who elects to participate in such other insurance plan shall pay that part of the premium cost of such plan not contributed by the District.
 5. The District shall establish a flexible premium plan pursuant to the IRS Section 125 regulations. Such plan shall be administered by a third party mutually selected and its operating procedures shall be jointly determined by the parties. This “cafeteria” plan may be utilized for insurance premium payments and contributions for dependent care, and unreimbursed medical expenses.

6. Effective June 30, 1997, the Health Insurance deductible shall be \$100 individual and \$300 family.
7. Dental insurance benefits shall be limited to the terms of the policy and shall be governed by the insurance carrier in accordance with the benefits contained within the policy.

B. Retirees

1. Employees who retired prior to July 1, 1979 shall continue to receive the benefits under which they retired.
2. For employees who retired on or after July 1, 1979, but prior to July 1, 1994, the District will pay the dollar amount of premiums the District was paying at the time of retirement. Future increases in premiums will be paid equally by the District and the retiree. **These retirees may elect to subscribe to the District's NLSCD Participating Provider Organization (PPO) plan. Any retiree who does so subscribe to the PPO will only be required to pay 10% of the premium and the District will pay the remaining 90%.**
3. For employees who retire on or after July 1, 1994, they will pay the same percentage of the cost of the health insurance premium as do current employees (10%) and the Medicare Part B premiums shall be the total responsibility of the retiree. The District will pay 90% of the cost of the health insurance premium only.
4. The retiree must meet the following requirements to be eligible for this benefit:
 - a. The retired employee was eligible for health insurance coverage and was participating in the program in accordance with the terms of this agreement prior to retirement.
 - b. The retired employee was employed by the District for ten (10) consecutive years immediately prior to retirement.

C. Health Insurance Buy-Out

1. Any member of the bargaining unit may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this Article. The member must elect the cash benefit in writing, which writing must be submitted to the Superintendent on or before May 15 of each school year for the election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election no later than September 1. No election of the cash benefit will be valid unless accompanied by proof of non-District health insurance coverage.
2. The amount of the "cash benefit" to be paid by the District to a bargaining unit member who elects the benefit shall be \$700 for teachers who are eligible for individual health insurance coverage and \$1400

for teachers who are eligible for two person or family health insurance coverage. The cash benefit, once determined, shall be prorated over the remaining number of pay periods for the appropriate school year.

3. Members of the bargaining unit who are married to one another shall be eligible for only one two-person or family health insurance plan as appropriate to their family situation. One of the spouses shall receive health insurance coverage, the other shall receive a \$700 "cash payment benefit."
4. Any member of the bargaining unit who has received a cash benefit payment from the District and who leaves the employment of the District prior to June 30, shall have a pro-rated portion of such cash benefit deducted from his/her final paycheck.
5. Any bargaining unit member who has elected the cash benefit in accordance with this Article may be reinstated into the District plan during the school year in which (s)he has elected the cash benefit provided (s)he makes a written request for coverage under the District health insurance plan to the Superintendent. The approval of requests for coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any bargaining unit member who has received a cash benefit payment and who is reinstated under the District health insurance plan prior to June 30 shall have a pro-rated portion of such cash benefit deducted from his/her first paycheck following reinstatement.

ARTICLE XX
PART-TIME AND SUBSTITUTE TEACHERS

A. Part-Time Teachers

Teachers employed less than full time (100%) shall be entitled to the following benefits:

1. Ten (10) days sick leave per year. Such days are to be prorated in accordance with the teacher's full-time equivalency (i.e., .5 FTE - 5 days at full pay or 10 days at fifty percent (50%) pay as determined by the teacher's schedule). Such days to be cumulative to 180 days.
2. Personal leave in accordance with Article IX(B). Such days are to be prorated in accordance with the teacher's full-time equivalency.
3. Salary readjustment per year in proportion to their teaching schedule.

B. Substitute Teachers

1. Certified substitute teachers will be paid a Board of Education approved per diem rate up to 90 days.

2. A substitute teacher instructing in the District for 91 consecutive days **for the same teacher**, who continues to substitute for a long-term absence will be placed on an appropriate salary schedule and step and receive benefits the same as unit members with provisional or permanent appointments, prospectively, beginning on the 91st day.
3. A long-term substitute, one who is appointed for a period of 91 days or longer to fill an encumbered position as a result of a leave of absence for an indefinite period will be placed on an appropriate salary schedule and step and receive benefits the same as unit members with provisional permanent appointments as per Article IV (A).

ARTICLE XXI
TEACHER EVALUATIONS

A. Teacher Evaluation

1.
 - a. Prior to April 1st of each year, an Administrator and/or Supervisor shall observe and evaluate each probationary teacher at least three (3) times for at least twenty (20) minutes per observation.
 - b. Prior to June 1st of each year, an Administrator and/or supervisor shall observe and evaluate each tenured teacher at least once.
 - c. Each tenured teacher may, with the approval of their immediate supervisor, elect to participate in a Professional Growth Plan ("PGP"). A brief PGP plan will be submitted by the teacher for review by their immediate supervisor. After review, the supervisor shall return the plan to the teacher with his/her comments, clarifications, revisions and/or expectations. At that point, the teacher will decide whether to go forward with the PGP plan or choose the observation set forth above. Nothing in this provision shall be construed to require any teacher to elect the PGP in lieu of classroom observation.
2. All formal observations shall be reduced to writing. A copy of the written evaluation shall be submitted to the teacher no later than one (1) week following the observation. Upon the receipt of the written evaluation, the teacher shall have the right to a follow-up conference to be held within one (1) week of receipt of the written evaluation.
3. If the performance of a teacher is less than satisfactory, the teacher must be so advised. If said teacher is so advised, the supervisor or evaluator shall have the responsibility to make specific recommendations in writing to the teacher to improve his or her performance.
4. Nothing contained herein shall preclude the District from conducting additional classroom observations of any given teacher (i.e. more than

three for probationary or more than one for tenured teacher) or from conducting classroom observations for those teachers who are participating in a PGP.

B. Teacher Personnel Files

1. Only one (1) official District teacher personnel file shall be maintained on each teacher in the central office. Teachers shall have the right, upon request, to review the contents of their file, other than college confidential folders, and to make copies of any documents in it, other than the confidential folder. A teacher shall be entitled to have a personally selected representative accompany him or her during such review and an administrator or his/her representative will be present at all times while the folder is in the possession of the teacher.
2. No material will be placed in the teacher's official file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that (s)he has reviewed such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be forwarded to the Supervisor to be attached to the file copy.

C. Suspension of Teacher Shall Follow This Procedure:

1. A written notice of suspension shall be given to the teacher.
2. If requested by the suspended teacher or the Board of Education, the suspended teacher shall be given a hearing before the Board of Education no later than the next scheduled meeting of the Board.
3. The subject teacher shall remain on salary status at least until the hearing with the Board.

ARTICLE XXII
POSTING OF VACANCIES

A. Notice of and Application for Vacancies

1. From time to time during each school year, and as they become known, there shall be posted on all faculty bulletin boards in all school buildings a list of new positions and vacancies, including but not limited to teaching, promotional, extra pay and extra curricular positions. A description of and the qualifications for the position, including the term of duty, other duties and salary shall be available at the office of the District Clerk.

2. In the case of vacancies occurring during the summer vacation, the notice thereof shall be posted in the administration offices of the New Lebanon Central School District and a copy thereof shall be sent to the Association.
 3. Any teachers who desire to apply for any such vacancy shall submit their applications in writing to the Chief School Officer within the time limit specified.
 4. Unsuccessful applicants shall, upon request, be furnished with a written explanation as to why they did not receive the appointment.
- B. New Positions

The provisions hereof shall apply to new positions created within the school system as well as vacancies occurring in existing positions.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the District which shall be deemed contrary to or inconsistent with its terms. The District agrees to take whatever action is necessary to establish the terms of this Agreement as policies of the School District. The District agrees to maintain its past policies which establish terms and conditions of employment, but which policies are not set forth in this Agreement, at the same level as they presently exist. The District shall, however, except as herein stated, have the right without prior consultation or approval from the Association, to establish, modify or repeal policies, regulations or Bylaws not expressly and specifically set forth herein, provided, however, that such establishment, modification or repeal does not alter terms and conditions of employment.
- C. Any individual arrangement, agreement or contract between the District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties, except as otherwise authorized in this Agreement.
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to

the extent permitted by law, but all other provisions or application shall continue in full force and effect.

- E. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board.

ARTICLE XXIV
DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2004 and shall remain in effect through June 30, 2008.

FOR THE ASSOCIATION

By: Carolyn A. Jinger
President

FOR THE DISTRICT

By: Patrick J. H. [Signature]
Superintendent

Dated this 28th day of October 2004.

Appendix A
Salary Schedules
2004-2005

STEP	A (BA)	B (BA30)	C (MA)	D (BA60)	E (MA30)
1	34,894	35,567	35,928	36,290	36,652
2	35,344	36,017	36,378	36,740	37,102
3	36,474	37,196	37,557	37,919	38,280
4	37,975	38,698	39,060	39,421	39,783
5	39,078	39,801	40,163	40,524	40,886
6	40,180	40,904	41,265	41,627	41,989
7	41,134	41,858	42,219	42,581	42,943
8	42,039	42,762	43,123	43,485	43,847
9	42,943	43,666	44,027	44,389	44,721
10	43,797	44,720	44,884	45,243	45,605
11	45,901	46,624	46,986	47,347	47,709
12	47,305	48,028	48,390	48,751	49,113
13	48,210	48,933	49,295	49,657	50,018
14	49,416	50,139	50,500	50,862	51,224
15	50,622	51,344	51,706 ✓	52,068	52,429
16	52,546	53,270	53,831	53,993	54,355
17	53,852	54,575	54,937	55,298	55,560
18	55,157	55,881	56,242	56,604	56,965
19	56,663	57,386	57,748	58,109	58,471
20	58,048	58,771	59,133	59,515	59,856

Members with 23 or more years of experience in New Lebanon on or before July 1, 2004 shall have their salaries increased by \$3,300.

Appendix A
Salary Schedules
2005-2006

STEP	A (BA)	B (BA30)	C (MA)	D (BA60)	E (MA30)
1	36,344	37,017	37,378	37,740	38,102
2	36,794	37,467	37,828	38,190	38,552
3	37,244	37,917	38,278	38,640	39,002
4	38,374	39,096	39,457	39,819	40,180
5	39,875	40,598	40,960	41,321	41,683
6	41,208	41,931	42,293	42,654	43,016
7	42,310	43,034	43,395	43,757	44,119
8	43,264	43,988	44,349	44,711	45,073
9	44,169	44,892	45,253	45,615	45,977
10	45,073	45,796	46,157	46,519	46,851
11	46,127	47,050	47,214	47,573	47,935
12	48,231	48,954	49,316	49,677	50,039
13	49,635	50,358	50,720	51,081	51,443
14	50,540	51,263	51,625	51,987	52,348
15	51,746	52,469	52,830	53,192	53,554
16	53,222	53,944	54,306	54,668	55,029
17	55,146	55,870	56,431	56,593	56,955
18	56,452	57,175	57,537	57,898	58,160
19	57,757	58,481	58,842	59,204	59,565
20	59,363	60,086	60,448	60,809	61,171

Members with 23 or more years of experience in New Lebanon on or before July 1, 2004 shall have their salaries increased by \$3,350.

2007-08

STEP	A (BA)	B (BA30)	C (MA)	D (BA60)	E (MA30)
1	39,439	40,112	40,473	40,835	41,197
2	39,889	40,562	40,923	41,285	41,647
3	40,339	41,012	41,373	41,735	42,097
4	40,789	41,462	41,823	42,185	42,547
5	41,239	41,912	42,273	42,635	42,997
6	42,589	43,311	43,672	44,034	44,395
7	44,310	45,033	45,395	45,756	46,118
8	45,643	46,366	46,728	47,089	47,451
9	46,745	47,469	47,830	48,192	48,554
10	47,699	48,423	48,784	49,146	49,508
11	48,829	49,552	49,913	50,275	50,637
12	49,943	50,666	51,027	51,389	51,721
13	50,997	51,920	52,084	52,443	52,805
14	53,101	53,824	54,186	54,547	54,909
15	54,505	55,228	55,590	55,951	56,313
16	55,650	56,373	56,735	57,097	57,458
17	57,136	57,859	58,220	58,582	58,944
18	58,612	59,334	59,696 ✓	60,058	60,419
19	60,536	61,260	61,821	61,983	62,345
20	62,552	63,275	63,637	63,998	64,260

3/05

Appendix A
Salary Schedules
2007-2008

STEP	A (BA)	B (BA30)	C (MA)	D (BA60)	E (MA30)
1	39,439	40,112	40,473	40,835	41,197
2	39,889	40,562	40,923	41,285	41,647
3	40,339	41,012	41,373	41,735	42,097
4	40,789	41,462	41,823	42,185	42,547
5	41,239	41,912	42,273	42,635	42,997
6	42,589	43,311	43,672	44,034	44,395
7	44,310	45,033	45,395	45,756	46,118
8	45,643	46,366	46,728	47,089	47,451
9	46,745	47,469	47,830	48,192	48,554
10	47,699	48,423	48,784	49,146	49,508
11	48,829	49,552	49,913	50,275	50,637
12	49,943	50,666	52,084	52,443	52,805
13	50,997	51,920	52,084	52,443	52,805
14	53,101	53,824	54,186	54,547	54,909
15	54,505	55,228	55,590	55,951	56,313
16	55,650	56,373	56,735	57,097	57,458
17	57,136	57,859	58,220	58,582	58,944
18	58,612	59,334	59,696	60,058	60,419
19	60,536	61,260	61,821	61,983	62,345
20	62,552	63,275	63,637	63,998	64,260

Members with 23 or more years of experience in New Lebanon on or before July 1, 2004 shall have their salaries increased by \$3,440.

Appendix A
Salary Schedules
2006-2007

STEP	A (BA)	B (BA30)	C (MA)	D (BA60)	E (MA30)
1	37,844	38,517	38,878	39,240	39,602
2	38,294	38,967	39,328	39,690	40,052
3	38,744	39,417	39,778	40,140	40,502
4	39,194	39,867	40,228	40,590	40,952
5	40,324	41,046	41,407	41,769	42,130
6	42,045	42,768	43,130	43,491	43,853
7	43,378	44,101	44,463	44,824	45,186
8	44,480	45,204	45,565	45,927	46,289
9	45,434	46,158	46,519	46,881	47,243
10	46,339	47,062	47,423	47,785	48,147
11	47,453	48,176	49,594	49,953	50,315
12	48,507	49,430	49,594	49,953	50,315
13	50,611	51,334	51,696	52,057	52,419
14	52,015	52,738	53,100	53,461	53,823
15	52,920	53,643	54,005	54,367	54,728
16	54,406	55,129	55,490	55,852	56,214
17	55,882	56,604	56,966	57,328	57,689
18	57,806	58,530	59,091	59,253	59,615
19	59,112	59,835	60,197	60,558	60,820
20	60,537	61,261	61,622	61,984	62,345

Members with 23 or more years of experience in New Lebanon on or before July 1, 2004 shall have their salaries increased by \$3,390.

2006-07

STEP	A (BA)	B (BA30)	C (MA)	D (BA60)	E (MA30)
1	37,844	38,517	38,878	39,240	39,602
2	38,294	38,967	39,328	39,690	40,052
3	38,744	39,417	39,778	40,140	40,502
4	39,194	39,867	40,228	40,590	40,952
5	40,324	41,046	41,407	41,769	42,130
6	42,045	42,768	43,130	43,491	43,853
7	43,378	44,101	44,463	44,824	45,186
8	44,480	45,204	45,565	45,927	46,289
9	45,434	46,158	46,519	46,881	47,243
10	46,339	47,062	47,423	47,785	48,147
11	47,453	48,176	48,537	48,899	49,231
12	48,507	49,430	49,594	49,953	50,315
13	50,611	51,334	51,696	52,057	52,419
14	52,015	52,738	53,100	53,461	53,823
15	52,920	53,643	54,005	54,367	54,728
16	54,406	55,129	55,490	55,852	56,214
17	55,882	56,604	56,966	57,328	57,689
18	57,806	58,530	59,091	59,253	59,615
19	59,112	59,835	60,197	60,558	60,820
20	60,537	61,261	61,622	61,984	62,345

Original in booklet incorrect
at Step 11, C, D + E
re-issued
3/05

APPENDIX B

Teachers appointed on or before June 30, 1988 were placed on the 1988-89 salary schedule in accordance with the following conversion table:

YEARS OF SERVICE CONVERSION TABLE
(Effective July 1, 1988 through June 30, 1989 Only)

<u>1987-88 Years of Service Credit In The District</u>	<u>1988-89 Step Placement</u>
1-3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9
12	10
13	11
14	12
15-16	13
17-18	14
19-20	15
21-22	16
23-24	17
25-26	18
27-28	19
29-30	20
31+	Off Step

