



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: **Levittown Union Free School District and Levittown United Teachers (2008)**

Employer Name: **Levittown Union Free School District**

Union: **Levittown United Teachers**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **5459**

Unit Size: **930**

Number of Pages: **37**

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 5459

LEVITTOWN UNITED TEACHERS

Therese Rogers, President
Donna DiPalo, Vice President, Elementary Schools
Laura Koenig, Vice President, Middle Schools
Sharon Katz, Vice President, High Schools
John Caulfield, Treasurer
Salvatore Pulice, Corresponding Secretary
Laura Molina, Recording Secretary

BOARD OF EDUCATION

Gina Interdonato, President
John Garvey, Vice President
Diane Shapiro, Secretary

Kenneth E. Auer, Sr.
James Moran

Michael D. Moriarty
Dan Bornstein

CENTRAL OFFICE

Dr. Herman A. Sirois
Superintendent of Schools

Debbie Rifkin
Assistant Superintendent for Instruction

Darlene Rhatigan
Assistant Superintendent for Administration

Mark Schissler
Interim Assistant Superintendent for Business and Finance

7/1/08 - 6/30/12

RECEIVED

DEC 16 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

930

TABLE OF CONTENTS

	<u>Page</u>
I	Recognition.....1
II	Fair Practices2
III	Agency Fee2
IV	Monthly Consultations.....2
V	Privileged Use of School Facilities.....3
VI	Teacher Facilities4
VII	Check-Off4
VIII	Tax-Sheltered Annuities5
IX	Salaries and Fringe Benefits5
X	Health Insurance Benefits for Retirees9
XI	Paid Extra-Curricular Activities9
XII	Academic Freedom9
XIII	School Calendar.....10
XIV	Work Day.....11
XV	Working Load12
XVI	Class Size.....15
XVII	Teacher Evaluation, Probationary and Tenure Appointments16
XVIII	Fair Dismissal17
XIX	Assignments and Transfers.....17
XX	Promotions.....18
XXI	Leaves18
XXII	Part-Time and Summer Employment21
XXIII	Selection of Textbook and Instructional Material.....22
XXIV	Teachers' Center of Levittown22
XXV	State Abolition of Tenure.....23
XXVI	Educational Programs Committee23
XXVII	Plant and Facilities Ecology Provision23
XXVIII	Assault on Teachers24
XXIX	Special Education.....24
XXX	Grievance and Arbitration.....24
XXXI	No-Strike Pledge.....26
XXXII	Standards of Behavior.....26
XXXIII	Bargaining Agent Rights.....27
XXXIV	Supplemental Benefits Fund.....27
XXXV	Competency Based Teacher Education.....27
XXXVI	Board and District Policies, Practices and Regulations28
XXXVII	Procedure for Negotiating Next Agreement28
XXXVIII	Conformity to Law-Saving Clause.....28
XXXIX	Legislative Action Required for Implementation Pursuant to Section 204a of Taylor Law.....29
XL	Five Year Agreement.....29

EXCLUSIVE RECOGNITION OF LUT

THIS AGREEMENT MADE AND ENTERED INTO AS OF September 5, 2007 by and between THE BOARD OF EDUCATION OF LEVITTOWN UNION FREE SCHOOL DISTRICT, LEVITTOWN, NEW YORK (hereafter the "Board"), and the LEVITTOWN UNITED TEACHERS (hereafter "LUT"), for and in behalf of itself and the employees now employed or hereafter employed in the bargaining unit hereafter defined.

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

WHEREAS, LUT has demonstrated in a secret ballot election that it represents a majority of the employees employed by the Board in the bargaining unit hereafter defined and, in accordance with Board policy, is therefore the exclusive representative for all such employees; and

WHEREAS, the members of the teaching staff play a special role in the improvement of the instructional program; and

WHEREAS, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the district;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I. RECOGNITION

The Board recognizes LUT as the exclusive representative in regard to salaries, wages, hours, and other terms and conditions of employment, of all members of the professional staff including registrars except the superintendent, assistant superintendents, administrative assistants, other central office professional administrators and coordinators, building principals, assistant building principals, elementary and secondary department chairmen, per diem employees (substitute teachers), and school physicians. The members of the bargaining unit are hereafter referred to as "teachers."

Said recognition shall remain in effect for the duration of this contract, as provided for in Section 208 of the Public Employees Fair Employment Law. Nothing contained herein shall prevent any individual employee from processing a grievance hereunder in accordance with Article XXXI, or deny any employee rights under Section 15 of the New York Civil Rights Law, under the State Education Law, or under the Civil Service Laws and Regulations.

ARTICLE II: FAIR PRACTICES

LUT agrees to represent all teachers equally without regard to membership or participation in LUT, or membership or participation in any other employee organization. LUT agrees to continue to admit persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, or sex.

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

ARTICLE III: AGENCY FEE

Every member of the bargaining unit who is not a member of the LUT shall, within 30 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the LUT an agency fee. Such fee shall be equal to 100% of the membership dues of the LUT.

The LUT shall forward to the fiscal officer of the District a list of nonmembers and the sum of money to be deducted from each teacher's paycheck for the agency shop fee. Said amount shall be deducted from each teacher's paycheck in a manner which is equivalent to the method of payroll deduction for dues paying members. The fiscal officer shall forward amounts so deducted to the LUT.

The LUT agrees to indemnify and hold the Board of Education harmless from losses or expenses arising from actions or claims against the Board of Education because of implementation of the agency fee provision in this agreement.

ARTICLE IV. MONTHLY CONSULTATIONS

- A.** Upon request of either party, monthly meetings between representatives of LUT and the Superintendent or his designee shall be held after normal school hours to consult on matters of mutual concern.
- B.** The principal of the school and the LUT Building Representative Committee shall meet once a month during the school year to discuss matters of school policy and questions relative to implementation of this Agreement or other matters of mutual concern.
- C.** The District subscribes to the goal of allowing LUT officers (no more than seven (7) in number) to be free during their scheduled last period to conduct Union matters in lieu of the duty period for secondary teachers. Elementary teachers and secondary teachers who have no duty period, shall be released one hour prior to the students' dismissal one day per week for such purpose. The District will make every effort to achieve this goal subject to the limitation of prep

time for elementary teachers and the special programming needs of occupational education teachers.

D. Principals shall consult with LUT Building Representatives with respect to budgetary recommendations and promptly inform LUT Building Representatives of changes in those recommendations.

ARTICLE V. PRIVILEGED USE OF SCHOOL FACILITIES

A. The LUT may utilize school facilities in any building for meetings after school hours provided that the use of the facility in a particular school has been applied for in advance to the principal who shall not unreasonably withhold consent to the request.

B. LUT shall be afforded the opportunity to make welcoming remarks to teachers on Orientation Day. It shall also be given the opportunity at the end of faculty meetings to make announcements.

C. Duplicating and mimeographing facilities may be used by LUT subject to approval of the principal and the Board policy which requires that paper and stencils be supplied by the organization at its expense, and that equipment shall not be used when it is actually in use by the teaching or office staff.

D. Mail boxes may be utilized by LUT for dissemination of bona fide organizational communications. The insertion shall be by teachers only.

E. Only bulletin boards located in faculty rooms and faculty dining rooms may be used by LUT for bona fide organizational purposes. Adequate space shall be provided for such use on these bulletin boards.

F. Ten (10) copies of all communications distributed to the staff by LUT shall be sent promptly to the Superintendent of Schools.

G. LUT shall be furnished copies of all Board policies and administrative regulations. Copies of Board policies and Administrative regulations shall be maintained in the school office and be made available for examination by teachers promptly upon request. LUT shall also receive twenty (20) copies of Agenda of regular and special meetings of the Board, three (3) copies of non-confidential schedules and other backup materials relating to professional personnel, and copies of the minutes of regular and special Board meetings.

H. Organizational activities may be engaged in only during free time.

I. By March 1st of each year the district shall supply the LUT with the following information: breakdown of salary, age, and seniority lists of teachers; class size figures; and budget information.

J. By June 1st of each year the District shall supply the LUT with copies of transfer notices, excessing lists, and termination of employment notices.

ARTICLE VI. TEACHER FACILITIES

Each school shall be provided with teacher dining room facilities, separate adult lavatory facilities and teacher workroom facilities containing adequate office machinery such as typewriters, duplicating machines and supplies, and a telephone.

The parties agree that, subject to budgetary considerations and educational priorities, each school will be provided with:

(a) A faculty lounge suitably furnished and equipped to be made available for the use of teachers. From time to time others may have need to use such facilities. Should problems arise due to such use of others than teachers, the Superintendent shall resolve such problems promptly.

(b) Classroom storage facilities where teachers may store instructional material and supplies and personal property.

(c) Classrooms which contain for teacher use an appropriate desk and chair; and

(d) A system whereby teachers can expeditiously communicate with the main office in the event of an emergency.

The foregoing shall be implemented in accordance with a program formulated in consultation with the LUT.

ARTICLE VII. CHECK-OFF

The Board shall honor individual written authorizations for deductions of LUT dues. Requests for LUT dues deductions shall be submitted to the Assistant Superintendent for Business and Finance on October 1. The payroll deduction for the October 1 submission shall be on sixteen (16) regular pay checks beginning with the second October pay check.

Members returning from unpaid leave who had been on payroll deduction shall be reinstated to payroll deduction within ten (10) days. Newly hired teachers may give written authorization directly to Business Office and/or to LUT Treasurer.

The dates for submission and the method of payroll deduction set forth above may be changed upon request of the LUT and the approval of the Assistant Superintendent for Business and Finance. Dues authorization shall remain in effect unless a signed written revocation is received by the Assistant Superintendent for Business and Finance. This revocation shall take effect at the next payroll, ten days subsequent to the date of the filing with the Board. The LUT Treasurer shall receive a notice of all revocations and a total payroll deduction list.

Dues shall be deducted from teachers' salaries only for the organization which is the teachers' exclusive representative. No rival local, state or national organization(s) shall have dues check-off privilege.

At the time of hiring the Personnel Department shall distribute union membership blanks and check-off forms which may be used at the option of the teachers.

ARTICLE VIII. TAX-SHELTERED ANNUITIES

The Board shall continue its present policy of payroll deduction for tax-sheltered annuities. The insurance carriers shall be recommended to the Board by the Tax-Sheltered Annuity Committee. Said committee shall consist of one representative from each employee group in the District, plus the Assistant Superintendent for Business and Finance as the chairman. The carriers selected by the Board may be unaffiliated with any program of any employee group in the District. Said committee may adopt its own rules of procedure. The committee, however, shall meet at least four (4) times per year and shall be convened at any other time within ten (10) working days of receipt of a request of any member thereof. Among the committee's responsibilities shall be the preparation and distribution of an information fact sheet on the tax-sheltered annuity program no later than May of each year.

ARTICLE IX. SALARIES AND FRINGE BENEFITS

A. SALARY, LONGEVITY, SALARY SCHEDULES¹

(a) Salary schedules for years one (1) through five (5) of the contract shall be calculated as follows:

The salary schedule in effect during the 2006/2007 school year will be increased by 3.00% effective July 1, 2007. The resulting salary schedule shall be in effect until July 1, 2008 when each salary on the schedule will be increased by 3.50%. The resulting salary schedule shall be in effect until July 1, 2009 when each salary on the schedule will be increased by 3.00%. The resulting salary schedule shall be effect until July 1, 2010 when each salary will be increased by 3.50%. The resulting salary schedule shall be in effect until July 1, 2011 when each salary will be increased by 3.25%.

¹Effective 7/1/02 Steps 21-25 of the salary schedule were deleted. All those employees on the Step they were on as of 6/30/02 remain on that Step and receive the negotiated longevity and across the board raises as delineated below. No one shall henceforth move on to any of the steps eliminated nor move from one eliminated step to another.

(b) Longevity. A longevity payment in the amount of \$500 shall be paid effective July 1, 2002 and annually thereafter to all employees one year after attaining Step 20. An additional longevity payment in the amount of \$1,500 for a total of \$2,000 shall be paid effective July 1, 2002 and annually thereafter to all employees five years after attaining Step 20 including those who are "above schedule" ("in the box" as reflected on the 2000-2001 salary schedule). Said longevity payment shall not be included in the employee's base salary.

B. A schedule of hourly rates and stipends with regard to the following activities for each of the contract years (developed by application of the same across-the-board increases as hereinabove set forth) effective July 1, 2007 and thereafter is attached hereto and made part hereof: home teaching; adult education; driver education; summer school; extra periods; travel between schools; kindergarten teachers (travel); clubs; cafeteria duty. See Appendix B.

C. PRIOR EXPERIENCE - Credit for previous teaching experience will be granted up to three (3) years. The District may grant more years at its discretion.

D. GRADUATE HOURS

(a) Credit for increments based on graduate hours is granted effective September 1 or February 1. For teachers hired after November 1, 1978 MA lateral movement shall be restricted to MA, MA+30 and MA+60.

(b) Approved in-service credits completed prior to September 1, 1993 will be fully counted toward lateral movement on the salary schedule without requiring matching graduate credits. Thereafter the requirement for lateral movement on the salary schedule will be 50% in-service and 50% graduate credits.

(c) After July 1965, teachers may no longer apply for salary credit for 75 graduate hours beyond the Bachelor's Degree; teachers on column F prior to July 1, 1965, will continue to be paid on this schedule.

(d) Effective September 1, 1998, no employee shall move onto any BA column, other than a new hire who may be placed on the BA column (the BA+15, BA+30, BA+45 and BA+60 columns shall be "frozen" and while any employee on said columns as of September 1, 1998 may stay on that column, no employee may thereafter move onto any of these columns).

(e) Pre approval shall be required of all graduate credits involving on-line or correspondence coursework, courses not requiring seat time, courses offered by institutions which are not accredited, or those offered by institutions not having facilities in New York State. Denial of approval shall not be grievable but the teacher shall have the right to meet with the Assistant Superintendent for Instruction and an LUT representative to have the reason(s) for disapproval explained to them.

E. SICK LEAVE - 12 days' sick leave per year cumulative to 180 days plus up to 2-1/2 years' catastrophic leave without pay.

F. BUSINESS DAYS - In addition to sick leave, five (5) personal or business days per year by Board of Education Policy. Effective July 1, '64, unused business days may be applied to cumulative sick leave.

G. HEALTH PLAN

(a) The District will pay 80% of the premium on behalf of the family and 90% on behalf of the individual. Effective July 1, 2007 the District will pay 85% on behalf of the individual. The School District shall also pay any increased amounts required by increased premium costs unrelated to the School District's assumption of a large percentage of premium costs. In each case the teacher shall pay for the remaining cost of the insurance premium. Teachers on leave may pay to the district a full-year's premium in advance to maintain coverage.

(b) The District may change health insurance carriers as long as 30 days' notice is given to the union prior to the District's communication of such decision to the health insurance carrier. Any new plan must provide the same benefits and the same level of benefits as provided by the State Health Insurance plan at the time the District provides notice of withdrawal, except that no such plan need have a participating provider benefit.

(c) An employee who has been in the family plan for at least 3 years and who is covered by another health insurance policy may give up District coverage entirely or change to individual coverage. Any employee with individual coverage who is covered by another health insurance policy may give up District coverage at any time. After each full year without District coverage or with reduced coverage, the employee shall be compensated within 30 days in a gross amount equal to 40% of the premium cost saved by the District. An employee may rejoin the District plan at any time subject to the requirements of the carrier.

H. PAY DAYS - Effective July 1, 1989, pay days shall be the 15th and last day of each month. (The last pay day for February and June shall be the last working day of that month.) Payments due during holiday periods (except as noted below) or on weekends shall be paid the last work day prior to such holiday or weekend, provided that no other pay day occurs within five (5) working days thereof. Teachers may elect to be paid in 20 or 24 equal installments. If a teacher elects to be paid in 24 installments, the additional four (4) installments shall be paid on the last pay day of June. Guidance counselors shall be paid for summer employment periodically upon performance of such employment.

Effective January 1, 2002, if the District makes available direct deposit of payroll to members of the bargaining unit, then for paydays that fall during recess periods of three (3) or more days, payment for all members shall be made on the last business day of the pay period regardless of the school calendar or whether teachers are scheduled to report. Members not utilizing direct deposit may choose to: pick up their check on that day; provide a self-addressed and stamped envelope for mailing on that day; or pick up their check on a subsequent school day.

I. VETERAN'S CREDIT - One step for approved U.S. military service for one full year or more.

J. TEACHING ASSISTANTS -

Salary schedules effective July 1, 2007 and thereafter are annexed as Appendix A.

In addition to the foregoing base salaries payable to building teaching assistants, a differential shall be paid to those assigned as building computer teaching assistants while so assigned and in accordance with the following schedule:

Effective July 1, 2007 - \$6,500

There shall be an additional differential paid for the position of district-wide computer teaching assistant (in addition to the differential for building computer teaching assistant) in accordance with the following schedule (and with the understanding that the District may adjust the differential based upon market conditions should someone be hired into this position):

Effective July 1, 2007 - \$12,000

The District-wide computer teaching assistant shall be an eleven (11) month position.

The work day of secondary teaching assistants shall consist of 7 periods plus 1 break plus lunch.

Upon separation from service of the 3 present district wide computer teaching assistants, the District may replace them with no more than 3 employees holding the Civil Service title of "Network Technician."

A longevity payment of \$1500 shall be paid effective 7/1/07 to all teaching assistants in their 15th year and above.

A \$500 stipend shall be paid to those teaching assistants with an Associates Degree from an institution accredited by the State of New York or regional accrediting agency, or 60 college credits. For new college credits beyond 6 and up to 60, this stipend shall be paid for pre-approved credits when 60 are reached even if no Associate's degree is earned.

K. ALL PART-TIME TEACHERS and regular substitutes shall be placed on the appropriate salary step and be eligible for dental insurance, health insurance, sick leave and personal or business days, all on a prorated basis. After 30 days of continuous teaching, an itinerant substitute will be placed on the salary schedule at the appropriate step. (The foregoing is to be accomplished by administrative regulation rather than by contract in that the contract does not cover these categories.)

**ARTICLE X. HEALTH INSURANCE BENEFITS
FOR RETIREES**

(A) Retirees from this unit shall be entitled to the same health insurance benefits upon the same conditions as provided to employees.

(B) Notwithstanding the above, upon retirement, employees hired after July 1, 1988 shall be entitled to health insurance paid for by the District in the following percentage:

YEARS WORKED IN LEVITTOWN	INDIVIDUAL FAMILY	
10-14	50%	35%
15-19	60%	45%
20-24	70%	60%
25-29	80%	70%
30+	90%	80%

This benefit will only be available as long as those retirees employed prior to July 1, 1988 are entitled to such benefit.

Notwithstanding anything else contained in Article X, the District's maximum contribution towards individual health insurance for all those retiring subsequent to 6/30/09 shall be 85%. An employee hired prior to 1988 who retires on or before 6/30/09 shall be entitled to individual health insurance paid for by the District at 90%.

(C) An alleged violation of this provision may only be grieved by the Levittown United Teachers.

**ARTICLE XI. PAID EXTRA-CURRICULAR
ACTIVITIES**

Extra-curricular activity sponsors and coaches shall be paid in accordance with Appendix B. Extra-curricular and coaching activities shall be voluntary. An individual who accepts such an assignment may withdraw therefrom only upon no less than forty-five days' written notice to the principal prior to the commencement of the activity.

ARTICLE XII. ACADEMIC FREEDOM

The District's educational program is keyed to the preparation of students for intelligent and meaningful participation in a democratic society. The Board and LUT agree that academic freedom is essential to the fulfillment of this purpose.

Accordingly, it is agreed that teachers shall have the right to introduce and explore controversial material, provided only that the material and the manner in which it is presented are in good taste, appropriate to grade level, and relevant to course content.

The parties agree that the continuation of student-teacher training programs, high school student-teaching intern programs, and citizen volunteer aid enhance the learning process for children. Accordingly, teachers may accept the participation of such individuals.

Should a problem arise relating to the assignment of any pupil interns, student-teacher, or volunteer, the LUT may bring this to the attention of the Superintendent, who shall resolve it promptly.

ARTICLE XIII. SCHOOL CALENDAR

The calendar for the six (6) school years under this Agreement shall be determined by the Board after consultation with LUT. Such calendars shall require not more than one hundred eighty-three (183) days.

Notwithstanding the foregoing, an additional teacher orientation day may be scheduled. Elementary pupils shall report for one (1) hour on the last day of school.

The first day of school shall be a full work day for the professional staff.

The school calendar of 183 days shall include two snow days. If one or both of the snow days are not used, the Board shall set aside one unused snow day as a holiday, the date to be determined in consultation with LUT.

The school year for guidance counselors shall begin September 1 and end June 30.

(A) Guidance counselors shall receive a differential effective as follows:

July 1, 2007	\$1545
July 1, 2008	\$1599
July 1, 2009	\$1647
July 1, 2010	\$1705
July 1, 2011	\$1760

(B) Guidance counselors will work up to six late schedules each year based upon the number of hours in their regular work day, or six evening programs in addition to the regular work day in which circumstance they will be given compensatory time within the school year to be mutually agreed to with the building principal.

ARTICLE XIV. WORK DAY

A. Teachers shall report to their school office ten (10) minutes prior to pupil attendance time and must report to their duty station or to their rooms no more than seven (7) minutes prior to pupil attendance time. Teachers shall remain ten (10) minutes after pupil dismissal. Said time shall not be counted as instruction or teaching time. The foregoing shall not apply to guidance counselors. Guidance counselors may be required to remain up to forty-five (45) minutes after pupil dismissal if their services are needed. In addition, teachers may be required to work an additional twenty (20) hours per school year for professional meetings, or conferences, and/or help to pupils.

(1) Effective July 1, 1999, eighteen (18) minutes shall be added to each school day, subject to the Board's discretion to add a lesser amount at any level. The high school day shall not exceed 6 hours and 58 minutes. The middle school day shall not exceed 6 hours and 58 minutes. The elementary day shall not exceed 6 hours and 18 minutes.

B. In the middle school the District can either increase the length of each period within the present eight (8) period day or establish nine (9) periods of equal length. In the high school the District can maintain the (8) period day or establish (9) periods of equal length within the 6 hour and 58 minute day. If a nine period day is established, all teachers will teach five (5) periods daily except as otherwise agreed to, plus an additional period to be utilized for one of the following purposes:

- student conferences at the teacher's discretion
- parent conferences
- consultation with support staff
- follow-up on mainstreamed students with colleagues
- individual tutoring at the teacher's discretion
- team planning
- general planning
- peer coaching
- individual work on District instructional strategies
- participation in CSE and IST meeting and professional development no more than ten times per quarter.

C. The District will endeavor to use printed messages when in its judgment printed messages can avoid holding unnecessary faculty or departmental meetings. Teachers will check their email once a day for District communications. The District shall post a copy of all general time-sensitive communications in the main office of each school building. The District shall provide all teachers with access to an operable computer throughout the school day.

D. The Board and LUT recognize that varying learning needs of children result in the necessity for additional instruction outside regular school hours. The parties recognize the responsibility of teachers to furnish such instructional assistance. The LUT agrees to encourage teachers to meet this obligation.

E. The parties recognize that PTA, back-to-school night, open-house and other evening District-sponsored activities are an important part of the school program. Accordingly, all teachers shall be required to attend Back-to-School Night. Any absences from Back-to-School Night shall be approved in advance by the principal, who shall schedule a suitable make-up night should a substantial number of parents request such a meeting.

F. Two half-day periods shall be made available to elementary teachers for the purpose of parent-teacher conferences. Commencing 9/1/02 in lieu of one of the aforesaid half days, teachers shall conduct parent-teacher conferences on a day in which their work shall be shifted to commence at 2:00 p.m. and end at 8:18 p.m. with prep and lunch. Any parent-teacher conferences not completed during this time shall be completed on the teacher's own time as is currently the custom.

G. The District will endeavor to avoid classroom interruptions which do not serve the District's educational policies and practices.

H. Variable Hours - Teachers who agree to such assignments may be assigned to their regular duties for the appropriate number of consecutive hours between 7:00 a.m. and 6:00 p.m.

I. When department curriculum meetings are held on school time, substitutes shall be provided as necessary.

ARTICLE XV. WORKING LOAD

I. SECONDARY TEACHERS

A. Academic and Sixth Grade Classroom Teachers

(1) The number of daily periods of classroom instruction shall not exceed the equivalent of five (5) periods, not to exceed forty-seven (47) minutes each.

(2) The ordinary assignment for a teacher shall include one administrative or duty period each day.

(3) Assignments in accordance with 1 and 2 above shall equal six (6) periods daily.

(4) The Board agrees that secondary teachers of English, History, Mathematics and Science should have no more than three separate grade level and/or track preparations daily, where possible, effective at the close of the first marking period. The Board shall endeavor to further reduce the number of separate preparations to two, where possible.

(5) Full-time secondary teachers who teach less than five (5) classes will be expected to assume duty assignments for the number of periods less than five (5) classes.

B. Special Subject Teachers

Effective September 1977, Art, Music, Remedial Reading, Speech, Homemaking and Industrial Arts teachers shall be assigned either six (6) teaching periods each day, or five (5) teaching periods and one (1) administrative or duty period each day. Any teacher assigned the 6th period of teaching in lieu of a duty period shall be assigned a maximum of 110 pupils daily. Pupil load of music teachers is computed assuming performing groups each contain 35 pupils even though more may be enrolled.

C. Teachers assigned to cafeteria duty during student lunch periods shall be paid in accordance with Appendix B. In selecting a teacher, the principal shall give priority to those teachers who volunteer for the assignment. If, however, in his/her opinion there is not a volunteer suitable for the assignment he/she may assign the duty to a suitable teacher.

D. The foregoing teachers shall be assigned one full period for lunch each day which shall not be varied or reduced to less than forty (40) minutes, and one period each day for preparation.

E. (1) Effective July 1, 2005, the total high school day consisting of eight (8) or nine (9) periods inclusive of all teaching, duty, lunch, and home room periods shall not exceed six (6) hours and fifty-eight (58) minutes.

(2) Effective July 1, 1999 the total middle school day consisting of 8 or 9 periods inclusive of all teaching, duty, lunch, professional duties and homeroom periods shall not exceed six (6) hours and fifty-eight (58) minutes.

F. Where, on a voluntary basis, secondary teachers accept teaching assignments in lieu of said preparation period, they shall receive additional compensation in accordance with Appendix B per forty-three (43) minute period. The rate of pay for long-term (over two weeks) emergency teaching assignments, as described above, shall be at an additional one-sixth (1/6) of the annual salary prorated in accordance with the length of the assignment or in accordance with Appendix B per period whichever is the greater.

G. Teachers will not be required to collect banking or Red Cross monies.

H. From among those who volunteer, secondary teachers may be assigned tutorial duty at the discretion of the principal and in lieu of the regular duty assignment. Such tutorial assignment shall be limited to working with students regularly assigned to the teacher who may be free during the duty period and who may be in need of additional help, make-up work, special attention, or the like.

I. Except as it may be necessary for proper supervision of pupils, study halls will not be scheduled during the first and last period of the secondary day.

J. Teachers who accept an assignment to stay for detention which requires the teacher to extend the end of his regular school day shall be paid for such extended portion of his school day at the rate in accordance with Appendix B for each 45 minutes.

K. If temperature in a classroom remains below 60 degrees Fahrenheit for more than 60 minutes, children shall be moved from that classroom to a warmer environment.

L. Secondary Special Education teachers shall teach six (6) periods and shall be assigned one (1) prep period and one (1) lunch period daily for a total of eight (8) periods. If a nine (9) period day is implemented at the Middle School and/or the High School, the additional period will be as outlined in Article XIV Section B. Effective 7/1/09 Secondary Special Education teachers may be required to teach six periods and if so shall receive the "extra period rate" for the sixth period. Pay for such assignment for the full year shall be "the extra period rate" multiplied by 200.

M. Ordinarily, depending on conditions involved, special subject teachers shall be permitted 15 to 30 minutes for travel between buildings.

N. Teachers who are regularly assigned at least once a week to travel between two or more buildings on the same day shall be given a mileage stipend in accordance with Appendix B.

O. In addition to the traditional use of prep the District reserves the right to assign teachers to half day or full day staff development sessions up to a maximum of 9 times per year without rescheduling or paying for preps missed during such sessions.

II. ELEMENTARY TEACHERS

A. Teachers of Grades K-5 shall teach six (6) hours and eighteen (18) minutes daily. Prep time to be deducted from the above shall be assigned to each teacher as follows:

Effective as soon as practicable after September 1, 2002, teachers of Grades 1 through 5 - one 42 minute prep period per day. Full day Kindergarten teachers - either two 21 minute prep periods per day or one 42 minute prep period per day. Half day Kindergarten teachers - one 21 minute prep period per day.

Special subject teachers shall be assigned twenty-eight (28) hours and ten (10) minutes of teaching, travel between buildings and passing time between classes each week. They shall be assigned one 42 minute prep period per day to be deducted from the 28 hours and 10 minutes. Ordinarily, depending upon conditions involved, 5 to 10 minutes shall be assigned for passing between classes, and 15 to 30 minutes for travel between buildings.

The regular schedule of elementary special subject teachers, e.g. phys. ed., music, art and library shall not consist of more than one regular class or one special education class per teacher per period. This does not preclude mainstreaming of special education children in accordance with their IEP's or the formation of performing groups.

All elementary teachers shall have a duty-free, full lunch period which shall not be varied or reduced to less than forty (40) minutes.

Teachers who are regularly assigned at least once a week to travel between two or more buildings on the same day shall be given a mileage stipend in accordance with Appendix B.

In recognition of the extra daily time involved, kindergarten teachers who are normally scheduled to teach in two buildings will be additionally compensated at the rate calculated in Appendix B. Accordingly, such teachers may have their work day extended by up to 15 minutes.

B. Any elementary classroom teacher who is deprived involuntarily of a scheduled prep period through no fault of his own shall be compensated at the rate in accordance with Appendix B per 42 minute prep period. This shall not apply when prep periods are rescheduled within one week.

In addition to the traditional use of prep the District reserves the right to assign teachers to half day or full day staff development sessions up to a maximum of 9 times per year without rescheduling or paying for preps missed during such sessions.

C. Teachers will not be required to collect banking or Red Cross monies or to fill out headings on pupil forms.

D. If temperature in a classroom remains below 60 degrees Fahrenheit for more than 60 minutes, children shall be moved from that classroom to a warmer environment.

E. Elementary teachers who accept an assignment to stay for detention which requires the teacher to extend the end of his regular school day shall be paid for such extended portion of his school day at the rate in accordance with Appendix B for each 45 minutes.

III. Except in an emergency when a principal is called away from a school building, his or her duties will not be delegated to any member of the teaching staff.

IV. During the life of this agreement no teacher in this bargaining unit shall be furloughed. A furlough shall be defined as an involuntary temporary break in service without pay. This section does not apply to a suspension in connection with Section 3020 A of the Education Law.

ARTICLE XVI. CLASS SIZE

The Board shall adhere to its class size guidelines set forth in Appendix C when existing, fully equipped classrooms located in the school building where guidelines are exceeded are not being utilized. The foregoing shall in no way preclude innovative or other programs involving larger class groups, provided that in groupings or regroupings of students the ratio of professional staff to students shall maintain the prescribed guidelines. Observance of guidelines shall commence as of the 15th of October. Half-year secondary courses in the spring term shall be

balanced by March first. Any classes organized to comply with guidelines as of these dates shall not be subject to change based either upon withdrawal of pupils or addition of pupils. Any pupils enrolled after the October 15th date or March first date above set forth shall be assigned in a manner which will maintain balance within grade level.

ARTICLE XVII. TEACHER EVALUATION, PROBATIONARY AND TENURE APPOINTMENTS

- A.** Evaluation of teachers shall be conducted openly and with the full knowledge of the teacher, and shall include appropriate suggestions for improvement.
- B.** A teacher may be accompanied by an LUT representative at any meeting, interview or hearing at which he may be formally reprimanded, warned or disciplined.
- C.** For probationary teachers, a conference shall be held between the observer and observed prior to the submission of the "Observation Report." The conference shall be held within two (2) days of the observation, except in the case of absence of either party or when there is mutual agreement on a postponement.
- D.** For tenured teachers, a conference shall be held regarding an observation when requested by either the observed or the observer. Such conference shall be held within two (2) days of the observation and prior to the submission of the final "Observation Report," except in the case of absence of either party or when there is a mutual agreement on a postponement.
- E.** Conferences in connection with observations (in C and D above) shall not be credited toward the twenty-hours-per-school-year requirement set forth in Article XIV.
- F.** Space shall be provided for teachers to sign the "Observation Report" to indicate receipt and perusal of same but not approval or disapproval. A written reaction may be appended to the final copy of the "Observation Report" which shall be filed at the Central Office and distributed to personnel who normally receive copies of the "Observation Report." Teachers may request the involvement of the Assistant Superintendent who may, at his discretion, involve an appropriate administrative staff member.
- G.** District policy and regulations concerning complaints shall be made part of the contract. District policy concerning anonymous complaints shall also be made part of the contract.
- H.** 1. Teachers shall have the right to review their official personnel files at any time, to make copies of the material therein and to append remarks to any comments in the files in the presence of a supervisor. No files shall be kept in the teacher's building except copies of what has been forwarded to the central personnel files and records pertaining to a teacher's attendance. Complaints respecting a teacher which are to go into his/her file shall be brought to the teacher's attention within a reasonable period of time after the complaint is received.

2. Said personnel files shall include all observations, evaluations, letters, memos and other documents pertaining to teachers' conduct, service, character, and personality written by administrators and supervisors. Privileged information such as confidential credentials and related personal references from outside the School District shall not be subject to examination.

3. No material may be added to said files which is or might be derogatory (except for privileged information as noted in "2" above) unless the teacher has had an opportunity to read the material and to affix his/her signature to it, and to append remarks to it. His/her signature shall not necessarily indicate approval or agreement but may merely signify that he/she has seen the document.

4. The right to append remarks disagreeing with any document in a teacher's file (except for privileged information as noted in "2" above) shall include the right to grieve or arbitrate over the inclusion of any unjust or erroneous material in a teacher's file, exclusive of formal observations or evaluations of such teacher's performance.

I. The Superintendent shall make recommendations regarding tenure status for probationary teachers, and shall inform the teacher and the Board of his recommendations by the first Board meeting in April of the last probationary year. The Board shall grant or deny tenure within two (2) months of the Superintendent's recommendation. Other probationary teachers scheduled for termination shall be so notified by March 1. Where a probationary period does not coincide with the normal school year, a proportionate time schedule shall be employed.

ARTICLE XVIII. FAIR DISMISSAL

Fifteen (15) days prior to the date on which the Superintendent is required to give a Fair Dismissal notice, he or his designee shall invite the teacher to whom he contemplates giving such notice to talk with him or his designee, and such teacher may bring his/her LUT representative to such meeting. Effective September 1976, in the event such teacher is completing the third year of his/her service, the LUT may require that those responsible for evaluating the teacher shall attend the aforementioned meeting.

ARTICLE XIX. ASSIGNMENTS AND TRANSFERS

A. Teachers desiring a change in grade or subject assignment, or who wish to transfer to another building, shall deliver a written request therefore to the Assistant Superintendent for Personnel no later than March 15. Such requests shall include the grade, subject and school desired, and may or may not be related to specific vacancies.

B. The master schedule shall be posted in each building on the first day of school.

C. Assignments shall be made by the Superintendent on the basis of his judgment of District needs and of providing optimum program for pupils.

ARTICLE XX. PROMOTIONS

All openings for promotional positions and other positions paying a salary differential shall be publicized to the entire staff through the Personnel Bulletin 12 months a year, and all qualified applicants shall be given adequate opportunity to make application for such position.

It shall continue to be the guiding philosophy that the interests of the school system are best served by obtaining the most qualified person available to fill each position. When in the opinion of the Superintendent of Schools, all factors are substantially equal, preference will be given to qualified applicants already employed in the School District, and each applicant not selected will receive written notification of Board action.

ARTICLE XXI. LEAVES

A. Teachers shall be entitled to the following leaves of absence:

1. Personal Business

Five (5) days' leave with full pay shall be granted each year upon prior written request to transact personal business which may not be transacted except on a work day for the following reasons:

- a. Religious Holiday
- b. Illness in the immediate family*
- c. Marriage
- d. Necessary court appearance (other than jury duty)
- e. Home title closing
- f. Moving
- g. Death of immediate family* member

*"immediate family" means spouse, parent, child, brother or sister.

Personal business leave for reasons other than those listed may be taken only upon prior written approval of the Superintendent. Under no circumstances may personal leave be used for political demonstrations, symbolic expressions of views or participation in protests. Personal leave shall not be used for recreation or vacation or for other employment. Unused personal business leave may be credited as accumulated sick leave under paragraph 4 (a).

2. School-Connected Legal Proceeding

Leave with full pay shall be granted for necessary court appearances in proceedings connected with the school system.

3. Jury Duty

Leave with full pay shall be granted for jury duty on city, county, state or federal juries. The check for jury duty pay shall be endorsed to the District and delivered to it.

4. Sick Leave

(a) Short Term

Twelve (12) days' sick leave with sick benefits equal to full pay shall be granted each school year for personal illness. Routine health and dental examinations and other procedures which may be attended to during non-working time shall not be deemed personal illness. Sick leave may be extended by the Board for prolonged illness but without pay of the sick benefit except as set forth in paragraph (b) below. Upon return from extended sick leave, a person shall be assigned to the same position if available, or, if not available, to the closest equivalent position available. Sick leave shall accumulate up to a maximum of one hundred and eighty (180) days.

The following are some examples of sick leave abuse, which is considered misconduct:

Use of sick leave for:

- (1) vacation/travel
- (2) recreational activities
- (3) personal activities
- (4) paid employment

(b) Long Term

A person absent because of injury arising out of and in the course of employment shall be granted sick leave with sick benefits equal to full pay which shall not exceed his/her accumulated sick leave. Money received by a person as workmen's compensation shall not be reimbursed to the District. If the District should be reimbursed directly by the Workmen's Compensation Board, the money shall be converted into unused days of sick leave and credited to accumulated sick leave.

(c) A leave of absence without pay or salary increment of up to one (1) year for the purpose of caring for a sick member of the immediate family or for care of a dependent child will be granted where required, in the event of death of spouse. Additional leave may be granted at the discretion of the Superintendent.

(d) The Board may require, upon recommendation of the Superintendent, that a teacher submit to a medical or psychological examination by a qualified specialist chosen by the District at its expense, to determine if sick leave is warranted. The Board may also require at District expense, upon recommendation of the Superintendent, an examination by a qualified specialist of its choice in the event of illness exceeding five (5) consecutive working days, or in the event of recurring illness.

The teacher may veto the Superintendent's first choice of the qualified specialist.

(e) The Superintendent may require as a condition of returning to work after illness that a teacher submit a physician's statement certifying readiness to return to work without hazard to the health or safety of students or staff.

(f) Attendance Committee: The District and LUT shall each designate three members who will service on a Special Committee, which shall consider ways to curb attendance abuse. The parties shall use their best efforts to make this a productive and meaningful committee.

5. Conferences of Professional Organizations

The Superintendent may approve time off with full pay for representatives of professional organizations while attending conferences or conventions. If approved, such time off shall not be charged as business days under paragraph A (1) above. Such representatives shall not however, be reimbursed their expenses.

6. Educational Visitation

Educational visitations may be granted teachers upon their written request, at the discretion of the Superintendent. When granted, visitations shall be with pay and shall not be charged against leave days.

7. Military Leave

(a) Military leave shall be granted to any person who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, he/she shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of two (2) years.

(b) A teacher ordered to military duty (not including induction or enlistment) shall be paid while performing such duty the difference between his/her salary and the military compensation received. The payment shall be for a maximum period of thirty (30) days in any single calendar year, and not exceeding thirty (30) days in any one continuous period of duty.

8. Maternity Leave

A pregnant teacher may teach as long as she is physically able. A maternity, child care, or childrearing leave including child care and child raising of up to two years shall be granted at the teacher's request without pay. A requested return from leave beyond any period of disability will be only at the beginning of the school year or upon any other date mutually agreed upon. Paid sick leave shall apply to a disability incurred as a result of pregnancy or childbirth. Reason for such leave shall include adoption or paternity, as well as maternity.

9. Study, Research, Special Assignment

The Superintendent may approve a leave of absence of up to one (1) year without pay or salary increment for study related to the licensed field, or to meet eligibility requirements for an additional professional license; or study, research, or other special assignment advantageous to the school system.

10. Professional Organization Leave

Leave shall be granted, without pay, up to one year for the purpose of accepting a position with a professional organization such as the New York State United Teachers, the AFT or a state or national subject area organization. No more than two (2) such leaves shall be outstanding at any time.

11. Leaves, General

(a) Other leaves of absence, including but not limited to leaves for sickness in family, without pay may be granted or extended by the Board at its discretion.

(b) Applications for a leave shall be in writing, except in an emergency. Teachers intending to apply for leave shall notify their building principal at the earliest opportunity.

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

(d) A teacher on an unpaid leave of absence shall have the right to continue his District Group Insurance programs provided he/she makes advance annual lump sum payments for such programs by September 15th of each year of leave.

ARTICLE XXII. PART-TIME AND SUMMER EMPLOYMENT

A. Vacancies shall be filled from among the full-time employees of the District unless, in the judgment of the Superintendent, a more qualified person is available from outside the district.

B. A teacher employed in one particular part-time or summer program for at least three consecutive years may be granted leave without pay for up to one year with right of reinstatement the following year, provided the requests for leave and reinstatement are received in writing by the Assistant Superintendent for Personnel at least ninety (90) days prior to commencement of the program.

C. Part-time and summer school teachers shall be paid in accordance with Appendix B.

D. Senior High School Guidance Counselors shall be employed a minimum of eleven (11) days during the summer. Middle School Guidance Counselors shall be employed a minimum of eight (8) working days during the summer.

ARTICLE XXIII. SELECTION OF TEXTBOOK AND INSTRUCTIONAL MATERIAL

The Board recognizes that properly selected textbooks and other instructional material are of paramount importance to effective teaching because in our democratic society it is imperative that future citizens be exposed to material selected from a variety of sources and covering diverse viewpoints. The Board also recognizes that the professional staff plays a central role in proper selection of such material, and encourages involvement of teachers, librarians, administrators and other specialists in the selection process, both individually and through subject matter committees organized by the Instructional Advisory Council. Citizens in the community are also encouraged to recommend material.

The Board shall, consistent with budgetary considerations, select textbooks and other instructional material upon recommendation of the professional staff.

ARTICLE XXIV. TEACHERS' CENTER OF LEVITTOWN

The Board of Education recognizes and encourages the rights of teachers to design and oversee their own professional development through the Teachers' Center of Levittown, so long as State Education Department continues to fund the Center. In addition, if it is the decision of the Policy Board of the Teachers' Center to employ a member of the bargaining unit as a full time Director, the Board of Education will agree to place an individual on special assignment. The Board of Education may deny the appointment of any specific individual where it is in the best interest of the School District, in the judgment of the Board of Education. The individual will continue to accrue seniority in the appropriate tenure area and will be entitled to the same rights and conditions of employment as other members of the bargaining unit.

The Board will continue to provide to the Teachers' Center such accommodations as may be available for use as a Center for all staff members. The Center shall be used for some course meetings and to house things of particular interest to teachers, such as equipment, curriculum materials and a professional library. Rooms in other school buildings throughout the District may be made available without charge for courses and activities where necessary or desirable.

The Policy Board may recommend to the Superintendent that appropriate Center courses and activities be approved for staff members to receive, upon satisfactory completion, full or partial unit of credit toward salary increments. The decision of the Superintendent will be final. The content of such courses will be consistent with those offered for University credit (approximate University standards for class or lecture time, reading assignments, and/or other appropriate activities).

**ARTICLE XXV. STATE ABOLITION OF
TENURE**

In the event the New York State Legislature abolishes tenure rights for teachers, no teacher who theretofore had tenure shall be disciplined or dismissed without just cause.

**ARTICLE XXVI. EDUCATIONAL PROGRAMS
COMMITTEE**

In the event that either the Administration or the teachers desire to undertake any experimental program or course, any program not previously used in the district in curriculum, teaching methods and organization, the Superintendent and LUT officers shall meet and discuss the program. If the program merits further exploration they shall establish a committee for the purpose of investigating and evaluating recommendations. The foregoing shall not include a course or program previously given at BOCES or in the School District.

The committee shall consist of four (4) members appointed by the LUT and four (4) members appointed by the Superintendent. The committee shall be chaired by the Assistant Superintendent for Instruction who shall not vote.

The committee may, where appropriate, invite representative parents, and representative students to join the committee and to participate.

Within ninety (90) days of the first meeting, the committee shall render its written recommendation to the Superintendent, who shall within thirty (30) days give his/her written reaction to the committee's recommendation.

As part of all reports the committee shall recommend a structured evaluation mechanism.

**ARTICLE XXVII. PLANT AND FACILITIES
ECOLOGY PROVISION**

In recognition of the necessity for teaching respect for public and private property as well as the need for improving ecological awareness, the parties agree that it is appropriate that students in school assume responsibilities for policing up areas of student occupation including classrooms, cafeterias, special purpose rooms, playgrounds, other common areas and the like. Accordingly, before the end of each period, a short portion of time shall be set aside by the teacher who shall direct the cleaning up and picking up activities.

It shall be the duty of the Administration in each building to promulgate appropriate regulations, to assist the teachers in enforcing such regulations and to take appropriate steps to assure cooperation on the part of the student body.

ARTICLE XXVIII. ASSAULT ON TEACHERS

The assaulted teacher who desires investigation or action respecting such incident shall submit a signed report within ten (10) days of any such assault suffered by such teacher in connection with the teacher's employment, and submit such report to the Superintendent. Upon request of the assaulted teacher, the Attorney for the School District shall inform the teacher of his/her rights under the law.

ARTICLE XXIX. SPECIAL EDUCATION

A. (1) A teacher suspecting that a child has a disability or that the current program or placement of a classified child is inappropriate may submit a written referral to the building CSE through the building principal.

(2) The referral will be processed according to the law.

(3) If not satisfied with the determination, the teacher who made the referral may request the District CSE to review the entire matter.

B. LEVITTOWN COMMITTEE ON SPECIAL EDUCATION

The Levittown Committee on Special Education shall be established and shall include the Coordinator of Special Education, chief psychologist, consulting psychiatrist, and appropriate school psychologists. The Superintendent shall appoint the Chairperson of this committee. This committee shall meet once a month. The rest of the committee personnel may include the sending classroom teacher or teachers and may include the sending principal, the special project or class teacher, and the social worker, the nurse, the speech teacher, the counselor, the pediatrician and a neurologist, as needed.

ARTICLE XXX. GRIEVANCE AND ARBITRATION

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

A. Disputes, complaints, controversies, or grievances that there has been a violation of the terms of this Agreement shall be processed as follows:

STEP I

An informal conference shall be held between the grievant and the person or persons complained against within three (3) working days of the assertion of the grievance. A decision of the grievance shall be communicated to the grievant within four (4) working days of the conference.

STEP II

If the grievance is not resolved at Step I, the aggrieved may within three (3) working days of receipt of the Step I decision appeal to the building principal or area administrator where there is no principal by submitting the grievance to the principal or administrator in writing on the District grievance form together with all other relevant data.

The principal or area administrator shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. He/she shall note this decision on the grievance form and return the form to the grievant within four (4) working days of the conference.

STEP III

If the grievance is not resolved at Step II, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with relevant data within three (3) working days of receipt of the Step II decision. The Superintendent or his/her designee shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. The Superintendent shall note his/her decision on the grievance form and return the form to the grievant within six (6) working days of the conference.

STEP IV

A. If the grievance is not resolved at Step III, the aggrieved may, within five (5) working days of receipt of the Step III decision, notify the Superintendent in writing of his/her intention to submit the grievance to arbitration. If the parties fail to agree upon an arbitrator within three (3) working days, then upon request of either party the American Arbitration Association shall designate an arbitrator who is familiar with school problems. Both designation of the arbitrator and the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. The arbitrator shall submit his/her decision or award in writing within thirty (30) days after conclusion of the hearing. Copies of the decision shall be sent to the grievant, LUT, the Superintendent, and the Board. The decision or award of the arbitrator shall be final and binding. The cost of arbitration shall be shared 50% by the Board and 50% by LUT or the grievant, as the case may be.

The arbitrator shall have jurisdiction and authority to decide whether the provisions of the Agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from or alter in any way the provisions of this Agreement.

B. Conferences and hearings held hereunder shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Conferences or hearings shall be held during non-working hours wherever possible. If conferences or hearings should be held during working hours, persons entitled to participate shall be excused without loss of pay, and there shall be no interference with the instructional program.

C. A grievance shall be asserted at the applicable first step within thirty (30) days of the occurrence of the act complained of. Failure to assert a grievance at the first step within said thirty (30) days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The parties may, by mutual written agreement, extend the specified time limits.

D. Steps in the grievance procedure may be bypassed where the position of the person complained against makes a particular step inapplicable, i.e., a complaint against a supervisor shall be initiated at Step III with the Superintendent.

E. A grievant may be represented by LUT at any or all steps in the grievance procedure, but nothing contained in this Article or in this Agreement shall be construed to prevent any individual employee from himself/herself presenting or processing a grievance hereunder, nor shall an employee be denied his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

F. LUT shall have the right to initiate or appeal a grievance subject to the rights of the grievant set forth in Paragraph E. Such a grievance shall be initiated with the appropriate principal or area administrator under Step II or at Step III as set forth in paragraph D.

G. Nothing contained in this Article shall apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of Law, or (2) the Board of Education is without authority to act.

The LUT shall be furnished copies of all written grievances and responses to same filed at any level.

ARTICLE XXXI. NO-STRIKE PLEDGE

LUT and the Board recognize that strikes and other forms of work stoppages by the employees covered by this agreement are contrary to law and public policy. LUT and the Board subscribe to the principle that differences shall be resolved by peaceful, appropriate means without interruption of the school program. LUT therefore agrees that there shall be no strike, work stoppage, or other concerted refusal to perform work by employees covered by this agreement, nor shall LUT encourage, instigate, or condone the same.

ARTICLE XXXII. STANDARDS OF BEHAVIOR

The Superintendent shall designate an equal number of teachers, administrators, and students to propose to the Superintendent standards of behavior for a non-disruptive educational atmosphere. Once such a procedure is adopted, a teacher may utilize the contractual grievance

procedure with respect to any claimed non-compliance with such adopted standards. The grievance, and any arbitration resulting therefrom, shall be limited to the issue of whether there has been compliance with such standards. The standards may be amended or changed by the Superintendent after consultation with the LUT.

ARTICLE XXXIII. BARGAINING AGENT RIGHTS

A. The LUT shall have the right to sponsor courses for salary increments that meet the necessary standards for in-service courses. This right shall extend to college-credit courses.

B. The LUT shall be provided with forty (40) non-chargeable days for conferences, conventions, and legislative lobbying for all union business.

**ARTICLE XXXIV. SUPPLEMENTAL BENEFITS
FUND**

A. The name of the Welfare Trust Fund shall be changed to Supplemental Benefits Fund.

B. Effective March 30, 1979 the Supplemental Benefits Fund will not offer prepaid legal services.

C. On or before March 15th of each year the Trustees of the Fund shall provide the Board of Education with an interim accounting report of the Fund, and on or before November 15th of each year the Trustees of the Fund shall provide the Board of Education with a certified accounting report of the Fund.

D. The District contribution to the Benefits Fund (\$707,257.00 for the 2006-2007 school year) for each year of the contract shall be as follows:

Effective:	July 1, 2007	3.00%
	July 1, 2008	3.50%
	July 1, 2009	3.00%
	July 1, 2010	3.50%
	July 1, 2011	3.25%

E. Should any dispute arise between LUT and the School District concerning such payments, such dispute shall be submitted to arbitration hereunder.

F. The Trustees of the Supplemental Benefits Fund shall be appointed by the LUT.

**ARTICLE XXXV. COMPETENCY-BASED
TEACHER EDUCATION**

If the District sets up a committee to involve participation in any CBTE consortium, there shall be union representation equal to that of any other group on any such committee.

**ARTICLE XXXVI. BOARD AND DISTRICT
POLICIES, PRACTICES AND REGULATIONS**

All District policies, practices and regulations presently in effect or hereafter promulgated by the Board or Superintendent which are not expressly supplanted by the terms of this Agreement shall remain in effect. If, however, any such policy, practice, or regulation is inconsistent with the express terms of this Agreement, the terms of this Agreement shall control to the extent inconsistent.

Should the Board or the Superintendent consider changing, adding, or deleting policies, practices, or regulations which have a direct effect upon the terms and conditions of employment of teachers then, unless it is not reasonably practicable, the LUT shall receive written notice thereof at least five (5) days prior to the date when the same is scheduled to be formally acted upon. Upon written request of the LUT, and unless it is not reasonably practicable, the Board or Superintendent shall meet and consult with the LUT before taking action thereon.

**ARTICLE XXXVII. PROCEDURE FOR NEGOTIATING
NEXT AGREEMENT**

The parties agree to enter into good faith negotiations for a new agreement no later than February 1, 2012. Such negotiations shall include an exchange and exploration of pertinent ideas, proposals, and supporting data.

Each side shall make available to the other relevant data within its possession (other than confidential or privileged information). The Board shall promptly supply LUT with a copy of the tentative budget for the next fiscal year.

Negotiations shall be held during non-working hours wherever possible. If negotiations should be held during working hours, persons who participate shall be excused without loss of pay, and there shall be no interference with the instructional program. The parties may utilize consultants to aid in negotiations.

ARTICLE XXXVIII. CONFORMITY TO LAW-SAVING CLAUSE

A. If any provision of this contract shall be held contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law. The parties shall endeavor to negotiate a substitute provision or benefit to retain the equities of the original provision, if possible. Such negotiations shall commence as soon as the parties learn that a provision is or shall become, unlawful. The failure of the parties to reach agreement on such substitute provision or benefit shall not be subject to arbitration.

B. If any provision of this agreement or the application of such provision to any persons or circumstances, shall be held invalid the remainder of this agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby.

**ARTICLE XXXIX. LEGISLATIVE ACTION
REQUIRED FOR IMPLEMENTATION (PURSUANT
TO SECTION 204a OF TAYLOR LAW)**

**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 XL. FIVE YEAR AGREEMENT

This Agreement shall be effective as of July 1, 2007 and shall continue in effect through
June 30, 2012.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed the day and year first above written.

BOARD OF EDUCATION

BY: *Greg Spalitta*
President

LEVITTOWN UNITED TEACHERS

BY: *Therese Rogers*

WITNESSED BY:

APPENDIX A.
Teachers' Salary Schedules

LUT SALARY SCHEDULE 2007-08

STEP	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
1	51,579			59,704	63,854		67,959	70,174
2	53,393			61,749	66,012		70,097	72,435
3	55,876			64,630	69,075		73,277	75,608
4	58,129			66,946	71,500		75,424	77,796
5	59,990			69,148	73,536		77,627	80,272
6	62,027			71,615	76,159		80,360	82,685
7	63,784			72,492	76,751		80,936	84,022
8	65,936			74,926	79,325		84,341	86,867
9	67,626			77,937	82,311		86,421	90,322
10	69,255			80,304	84,789		89,356	92,848
11	70,370			83,447	87,866		92,287	95,818
12	72,151			85,738	90,419		95,371	98,310
13	74,048			88,633	93,895		98,433	101,393
14	76,373			92,472	96,900		101,888	104,937
15	78,305			95,076	99,969		104,780	106,888
16	80,974			96,415	102,064		106,232	108,552
17	80,974			97,315	102,064		107,399	108,853
18	81,762			98,312	102,822		107,550	110,144
19	81,969			98,429	103,852		108,642	110,144
20	85,274			101,713	106,095		111,745	113,506

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

26				101,713	106,520		112,167	113,726
27				102,424	107,557		112,481	113,992
28				102,424	107,557		112,481	113,992
29				102,561	107,557		112,909	114,541
30				102,561	107,557		112,909	114,541

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
43								
44								
45						111,588		
46								
47								
48								
49								
50								
51								
52								
53								
54								

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional five years after Step 20

NOTE: Lanes marked with an * are closed- There is no movement into these lanes

LUT SALARY SCHEDULE 2008-09

STEP	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
1	53,384			61,793	66,089		70,338	72,630
2	55,261			63,910	68,323		72,551	74,970
3	57,832			66,892	71,492		75,842	78,254
4	60,164			69,289	74,003		78,064	80,519
5	62,090			71,568	76,110		80,344	83,082
6	64,198			74,122	78,825		83,173	85,579
7	66,017			75,029	79,437		83,769	86,962
8	68,243			77,548	82,101		87,293	89,908
9	69,993			80,664	85,192		89,446	93,484
10	71,679			83,115	87,756		92,483	96,098
11	72,833			86,368	90,941		95,517	99,172
12	74,676			88,739	93,584		98,709	101,751
13	76,640			91,735	97,181		101,878	104,942
14	79,046			95,708	100,292		105,454	108,610
15	81,046			98,404	103,467		108,447	110,629
16	83,808			99,790	105,636		109,950	112,351
17	83,808			100,721	105,636		111,158	112,663
18	84,623			101,753	106,421		111,314	113,999
19	84,838			101,874	107,486		112,445	113,999
20	88,258			105,273	109,808		115,656	117,479

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

27				106,009	111,321		116,418	117,982
28				106,009	111,321		116,418	117,982
29				106,150	111,321		116,861	118,550
30				106,150	111,321		116,861	118,550
31				106,150	111,321		116,861	118,550

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
44								
45								
46						115,494		
47								
48								
49								
50								
51								
52								
53								
54								
55								

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20
 NOTE: Lanes marked with an * are closed- There is no movement into these lanes

LUT SALARY SCHEDULE 2009-10

STEP	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
1	54,986			63,647	68,071		72,448	74,809
2	56,919			65,827	70,372		74,727	77,219
3	59,567			68,899	73,637		78,117	80,602
4	61,969			71,368	76,223		80,406	82,935
5	63,952			73,715	78,394		82,755	85,574
6	66,124			76,346	81,190		85,668	88,146
7	67,997			77,280	81,820		86,282	89,571
8	70,291			79,874	84,564		89,912	92,605
9	72,093			83,084	87,747		92,129	96,288
10	73,829			85,608	90,389		95,257	98,981
11	75,018			88,959	93,670		98,382	102,147
12	76,916			91,401	96,392		101,670	104,803
13	78,939			94,487	100,097		104,935	108,090
14	81,417			98,579	103,301		108,618	111,868
15	83,477			101,356	106,571		111,700	113,948
16	86,322			102,783	108,806		113,248	115,722
17	86,322			103,742	108,806		114,493	116,043
18	87,162			104,806	109,613		114,654	117,419
19	87,383			104,930	110,711		115,818	117,419
20	90,906			108,431	113,102		119,125	121,003

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

28				109,189	114,661		119,910	121,521
29				109,335	114,661		120,367	122,107
30				109,335	114,661		120,367	122,107
31				109,335	114,661		120,367	122,107
32				109,335	114,661		120,367	122,107

YEARS	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
45								
46								
47						118,959		
48								
49								
50								
51								
52								
53								
54								
55								
56								

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20

NOTE: Lanes marked with an * are closed- There is no movement into these lanes

LUT SALARY SCHEDULE 2010-11

STEP	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
1	56,910			65,875	70,454		74,984	77,427
2	58,911			68,131	72,835		77,343	79,922
3	61,652			71,310	76,214		80,851	83,423
4	64,138			73,866	78,891		83,220	85,837
5	66,191			76,295	81,137		85,651	88,569
6	68,439			79,018	84,031		88,666	91,231
7	70,377			79,985	84,684		89,302	92,706
8	72,751			82,670	87,524		93,059	95,846
9	74,616			85,992	90,818		95,354	99,658
10	76,413			88,604	93,553		98,591	102,445
11	77,644			92,073	96,948		101,826	105,722
12	79,608			94,600	99,765		105,229	108,472
13	81,702			97,794	103,600		108,608	111,873
14	84,267			102,030	106,916		112,420	115,784
15	86,399			104,904	110,301		115,610	117,936
16	89,344			106,381	112,614		117,212	119,772
17	89,344			107,373	112,614		118,500	120,105
18	90,213			108,474	113,450		118,666	121,529
19	90,442			108,603	114,586		119,872	121,529
20	94,088			112,226	117,061		123,295	125,238

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

29				113,162	118,674		124,579	126,380
30				113,162	118,674		124,579	126,380
31				113,162	118,674		124,579	126,380
32				113,162	118,674		124,579	126,380
33				113,162	118,674	-	124,579	126,380

YEARS	BA	*BA+45	*BA+60	MA	MA+30	*MA+45	MA+60	PHD
46								
47								
48						123,122		
49								
50								
51								
52								
53								
54								
55								
56								
57								

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20
 NOTE: Lanes marked with an * are closed- There is no movement into these lanes