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#### **Contract Database Metadata Elements**

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TA / 5513

**Lynbrook Teachers  
Association**

**And**

**The Board of Education  
Of the  
Lynbrook Union Free  
School District**

**July 1, 2005 to June 30, 2008**

**RECEIVED**

DEC 15 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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AGREEMENT entered into this 1<sup>st</sup> day of July, 2005, by and between the BOARD OF EDUCATION OF THE LYNBROOK UNION FREE SCHOOL DISTRICT (hereinafter called the "District") and the LYNBROOK TEACHERS' ASSOCIATION (hereinafter called the "Association").

WITNESSETH:

WHEREAS, the District and the Association have each negotiated in good faith, and

WHEREAS, the District and the Association have reached certain understandings which they desire to confirm in this Agreement,

NOW THEREFORE, it is mutually agreed as stipulated in the aforementioned statements and as follows:

**ARTICLE I - PRINCIPLES**

A. In order to achieve the professional goals of the Lynbrook Public Schools, a free exchange of views between the District and the Association is desirable, proper and necessary.

B. The District and the Association agree to negotiate in good faith, in accordance with the procedures set forth herein, to secure an agreement on school district policies and practices affecting terms and conditions of professional employment. The agreement so negotiated shall bind the District and each and all of the professional staff, and shall be reduced to writing and signed by the District and the Association. The agreement may be amended at any time by mutual consent.

C. Understanding their respective responsibilities for the education of the children of the community, the District and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program for the duration of the agreement.

D. The Association covenants and agrees, through its officers executing this agreement, that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

E. The Board is the duly elected governing body of Lynbrook Union Free School District, Lynbrook, New York, whose legal authority cannot be delegated, and is charged with the responsibility for establishing policies governing the operation of the District. The Board, on behalf of the District, is authorized to negotiate terms and conditions of employment and to enter into written agreements with recognized employee organizations.

F. The Chief Executive Officer is the Superintendent of Schools who is the Board's Executive

Officer, professional advisor and chief administrator of the schools. It is the duty of the Superintendent to exercise professional leadership by encouraging the professional staff to engage in the development of forward-looking proposals for study and adoption by the Board and the Administration in all matters pertaining to the improvement of the Lynbrook Public Schools.

## **ARTICLE II - RECOGNITION**

A. The Association shall be the exclusive representative within the meaning and intent of Article XIV of the Civil Service Law of all professional teacher staff who have been or will be certified by the New York State Department of Education and all registered nurses regularly employed by the Board during the normal school year and/or in the instructional summer school program, except per diem personnel, the Superintendent of Schools, Assistant Superintendent for Business, Assistant to the Superintendent, Principals, Assistant Principals and Directors.

B. The Association shall have the right to unchallenged representation status during the term of this contract.

## **ARTICLE III - DEDUCTIONS FROM PAYROLL**

### **A. Dues Deductions and Agency Fee**

1. The District will deduct dues on behalf of the Association from the salaries of members authorizing same and transmit the monies to the Association as per current practice.
2. The rate of deduction shall be agreed upon by the Association and the Business Office at the beginning of each school year.
3. Members desiring such deduction shall sign an authorization form and said authorization shall remain in force continuously until the member leaves the District or revokes the authorization in writing on suitable forms to be provided by the Association.
4. The District shall deduct dues during the entire school year, but in the event any return of money is due to the member for any event, the District shall be held harmless, and the member shall seek reimbursement from the Association.
5. The District will deduct an agency fee on behalf of the Association from the salaries of teacher staff and nurses who are not members of the Association in accordance with Civil Service Law Section 208. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the District for the purpose of complying with any of the provisions of the article.

### **B. Tax Sheltered Annuities - Credit Union - NYSUT Benefit Trust**

1. The Business Office shall provide for up to eight (8) payroll deductions for members participating in mutually agreed upon tax sheltered carriers and the Nassau Educators Federal Credit Union.

2. The Business Office shall provide a line for deductions from salary for the NYSUT Benefit Trust according to authorizations signed by members.
- C. For further payroll deduction information, see Article XXXVIII-Insurance. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

#### **ARTICLE IV - PROFESSIONAL GOALS**

- A. The District and the Association accept these principles:
1. That every child in our community is entitled to the wisdom of parents, educators, and community leaders in guiding his/her development;
  2. That the potential of creativity, understanding, usefulness and good will in each child must be developed to the maximum possible degree in the course of his/her education before he/she takes on an independent role in society;
  3. That each child poses a unique challenge to the schools insofar as his/her physical and mental attributes, his/her previous training and his/her out-of-school environment differ widely from those of his/her fellow students.
- B. The District and the Association accept these responsibilities:
1. To assess properly each child's uniqueness and potential.
  2. To bring him/her in daily contact with experience and ideas which exercise and involve his/her whole personality, according to his/her level of understanding and rate of development.
  3. To ascertain the causes which prevent some students from realizing their potential, taking effective measures to counteract such causes wherever the school is competent to do so.
  4. To plan a school program which will prepare the students for the type of life they may reasonably be expected to lead on the completion of their school years.
  5. To keep this program attuned to the actual needs of an evolving society by continuing review and revision.
- C. The District and the Association consider as requisite to their success:
1. A periodic survey of the composition of the community from which children come into our classrooms and of the society at large into which they will go upon completing their education, in order to anticipate changing requirements of the schools;
  2. The selection of competent faculty members and the assignment of tasks within their areas of competence by the school administrators;
  3. The inclusion on the staff of specialist teachers in sufficient numbers to make possible effective programs for mentally or physically handicapped or gifted children and to give general subject teachers the assistance needed in understanding and dealing with a child's problems;
  4. Means for pooling the experience and insight of classroom teachers and specialists in order to arrive at cooperative judgement on the needs of specific

- children and to recommend to the school administration procedures which are most likely to satisfy them;
5. Recognition on the part of the administrators and teachers that they all have a professional responsibility in the development of proposals for educational policy recommended to the school board by the chief school administrator. These policies and others, such as changes in courses of study, text selection, grouping and grading of students, scheduling, and the choice and use of standard tests, can have their desired effect only if they are reached after thorough consultation among the staff members they affect;
  6. Means for reviewing the curriculum, its content, continuity and implementation, prior to the close of each school year in conferences among the teaching staff, so that they may better assess the effectiveness of the current educational program;
  7. Follow-up studies of individual student progress and achievement over the years from grade level to grade level, including, when possible, subsequent higher education and other post-graduate experiences, so that there may be a meaningful evaluation of the various courses of study and articulation within the District's schools; that is, how well they serve to prepare our students for the demands made upon them by higher levels of education, by business and society;
  8. Creation of facilities for greater liaison with agencies of the community in matters concerning child welfare.

#### **ARTICLE V- TEACHERS' DUTIES AND RESPONSIBILITIES**

- A. The teacher shall be directly responsible to the principal and/or supervisor and, through him/her to the superintendent of Schools or his/her designee. He/she shall discharge his/her duties in accordance with the policies of the Board and shall comply with the rules and instructions of the Superintendent and principal and/or supervisor within the scope of their authority.
- B. The teacher shall familiarize himself/herself with his/her duties and shall conform at all times to the rules and regulations regarding the routine of the school and the supervision of the pupils. If the teacher is not fulfilling his/her duties, the principal should immediately bring this to the attention of the teacher.
- C. The teacher shall utilize the courses of study and outlines as available and approved by the Board and shall adequately prepare lesson plans based upon them. He/she shall confer frequently with the principal or his/her designee to assure that his/her class is progressing satisfactorily.
- D. The teacher shall open and dismiss classes at times designated by the principal and shall adhere strictly to the regulations concerning recesses, toilet privileges, lunch provisions and individual dismissals.
- E. When necessary, the teacher shall detain pupils a reasonable length of time to give them



assistance in their studies.

F. The teacher shall provide sufficient instruction and guidance over a reasonable period for time for students to make up deficiencies caused by legal absence.

G. No teacher shall sell textbooks, supplies or other materials to be used in his/her class without the written permission of the Superintendent or his designee.

H. The teacher shall attend punctually all meetings called by the Superintendent, principal or department head unless for satisfactory reasons he/she shall be excused. He/she also cooperate with the Superintendent, principal or department chairpersons in carrying out plans or programs for the improvement of instruction.

I. The teacher shall inform parents, through the administrative procedures set forth within the building, of the standing of children whose work or behavior is unsatisfactory. It shall be the responsibility of the building principal to advise the parents that a pupil is not meeting standards for promotion. The principal may request that the teacher be present during such conferences.

J. All professional staff members shall be obligated to render professional services outside of the teacher's regular school day as established by past practices. These arrangements shall be made mutually with the teachers.

K. Recognizing the need for proper orientation to district philosophy, objectives, goals, purposes, teachers who are new to the district maybe required to attend scheduled orientation programs to be conducted during the fall of the school year. Such programs shall be held at a time when all new staff members can attend and shall extend for no more than three (3) sessions. If orientation for new teachers is held, the Association may provide a designated member to attend and participate.

L. During the probationary period, the building principal may direct that a teacher devote a reasonable number of preparation periods (not to exceed 10) each year to observe classes conducted by other tenured teachers.

M. All teachers are expected to assist other teachers by participating in demonstration teaching and sharing information on educational techniques and curriculum with fellow staff members.

#### **ARTICLE VI - ASSOCIATION RIGHTS**

A. Neither the District nor the Association will discriminate or take reprisals against any person within the unit with respect to terms and conditions of employment by reason of his/her membership in the Association or any other employee organization, participation in the activities of the Association or any other employee organization, or initiating or processing of any grievance or complaint under this agreement.

B. Other rights of the Association shall be in accordance with current practice.

C. The District will notify the LTA President of all positions within the unit which pay a stipend.

## **ARTICLE VII - TEACHER DAY**

A. The length of the teacher's day shall not exceed general current practices without the consent of the teacher. The length of the secondary school teacher's day shall be seven (7) hours.

1. Teachers shall check in at the school office at least ten (10) minutes before the scheduled opening for pupils.

2. The school day ends officially ten (10) minutes after the dismissal of the pupils except on meeting days and extra help days. Meetings are generally two Mondays a month, and shall generally end between thirty (30) and sixty (60) minutes after dismissal of students.

The parties recognize that providing extra help to pupils is an important part of teachers' professional responsibility. The parties further recognize that the vast majority of teachers provide extra help far beyond the minimum requirements stated in this agreement. Such minimum requirements are as follows: two 30-minute sessions per week and one 40-minute session per week. Extra help times shall be posted. It shall be the teacher's responsibility to offer extra help when pupils are available for such help (i.e., morning and afternoon).

B. A teacher's day consists of:

1. An unencumbered lunch period daily.

2. Elementary teachers shall have an unencumbered preparation period daily, whenever possible, but not fewer than [240 minutes per week] **280 minutes per six-day cycle**. Examples of exceptions to "whenever possible" as used herein shall refer to such events as field days, class trips, major school events, special situations or emergencies. Thirty minutes of the [240] **280** may be utilized for a professional period in consultation with the principal in the same manner as on the secondary level under §B .3.b herein. In the last week of school all elementary teachers shall conduct a normal workweek and shall be guaranteed 160 minutes of preparation time, exclusive of early dismissal.

3. a) No more than one administrative or supervisory period daily. This provision shall not apply to:

1. Guidance Counselors
2. Psychologists
3. Department Chairpersons. In the event he/she teaches fewer than four (4) periods, he/she shall be available to assist the building principal one period daily as needed.
4. Special Education teachers and Remedial teachers who may be assigned an additional teaching period.
5. Any subject area teacher who voluntarily accepts an additional teaching period.

b) If a secondary school has a nine (9) period day, the secondary school teacher shall have a professional period. A professional period shall include meetings with other staff members, improving instruction, parent contact, providing extra student help and teacher preparation.

4. Efforts will be made to rotate supervisory and homeroom assignments.

5. Subject area teachers shall generally be assigned five (5) daily periods not to exceed the equivalent of twenty-five (25) periods weekly.
  - a. A secondary subject area teacher shall be assigned no more than five (5) daily teaching periods of which no more than three (3) are consecutive and for which no more than three (3) preparations are required.
  - b. Variations from this shall be permitted with the agreement of the teacher. The addition of a teaching period shall be compensated for by the reduction of a supervisory administrative period.  
Definition: A period shall be between 40 and 45 minutes per current practice.
6. A sixth teaching period may be assigned to a secondary teacher in accordance with the following:
  - a. No more than three (3) assignments per certification area.
  - b. When the number of volunteers exceeds the number of positions available, the Superintendent shall assign from among the volunteers, according to seniority.
  - c. When there are no volunteers, all available positions may be filled by voluntary assignment in inverse seniority. The Superintendent reserves the right to skip one or more individuals in the seniority chain. Each such skip will reduce the number of involuntary assignments by one.
  - d. Where the number of volunteers is fewer than or equal to the number of positions available, the following guidelines will apply:
    - (i) Where there is no veto, all positions shall be filled by use of volunteers, if any, and involuntary assignments as necessary.
    - (ii) Where there is a veto, the number of positions to be filled by involuntary assignment shall be reduced by one for each veto.
  - e. During the pendency of 3020-a charges, any teacher so charged shall not be eligible to participate in any fashion.
  - f. Teachers assigned to a sixth class under these provisions shall be excused from a duty assignment.
  - g. There will be no excessing or reduction in current staff from full time to part time positions in order to accommodate a sixth period.
  - h. The District will rotate involuntary assignments within department/tenure area.
  - i. Those teachers assigned to a sixth period pursuant to the above provisions shall receive additional compensation as follows: **2005-06: \$8,000; 2006-07: \$9,000; 2007-08: \$9,500.** This additional compensation shall be prorated as necessary to the effective date of assignment.

C. The building office may maintain a daily roster sheet listing all teachers in alphabetical order. Teachers shall indicate their presence in or out of the building by a check in the appropriate box.

### **ARTICLE VIII- TEACHER SCHEDULES**

A. Teachers shall be notified of their planned program and of their schedules not later than June 15<sup>th</sup> including the schools to which they will be assigned, the grades and/or the subjects they will teach, and any special or unusual course or assignments.

B. Teachers shall be assigned only in accordance with the regulations of the State Education Department in regard to certification.

C. Special subject teachers assigned to more than one building shall be given consideration in regard to the amount of interschool traffic.

D. Teacher assignments and transfers shall be made without regard to sex, race, creed, color, religion, nationality, or marital status.

E. All teachers shall be notified of subsequent changes in duty assignments in the event that reassignment becomes necessary after June 15<sup>th</sup>.

### **ARTICLE IX - EXCESS LIST**

If a teacher is on an "excess" list, the teacher will be offered a long-term substitute position if a vacancy occurs within the same tenure area from which the teacher was excessed. If a teacher on the excess list refuses a long-term substitute assignment, the District does not have to offer another long-term substitute assignment in the same school year.

### **ARTICLE X - TRANSFERS**

A. In all transfer decisions, the following principles shall apply: A teacher's area of competence, certification, major/or minor field of study, quality of teaching performance and length of service in the school district shall be considered with such items as the need of equitable distribution of experienced personnel and other matters relating to the best interest of the school system and the pupils.

B. Notices of all vacancies will be posted in all buildings to solicit volunteers.

C. Transfers at Request of Staff.

1. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another school building within the district, shall file a written statement with the Superintendent's Office. Such statement shall include the grade and/or the school building or buildings to which he/she desires to be transferred. All multiple requests for transfers should be listed in order of preference.

2. As of June 15<sup>th</sup> of each year, the Superintendent shall notify all teachers who have made previous transfer requests as to the assignments filled through voluntary requests.

3. Effort shall be made to accommodate requests which are in the best interest of the District.

D. Administrative Transfers

When a transfer is initiated by administration, any volunteers shall be subject to the approval of the Superintendent or his/her designee. In the case of no volunteer or acceptable volunteer, the Superintendent may order such transfer subject to the following restrictions: No staff member may be so transferred more than once in any three (3) year period, except in the case of a school closing.

## **ARTICLE XI - TEACHER OBSERVATION**

### **A. GENERAL PROCEDURE**

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. An important purpose of observation is to improve instruction. Therefore, observations are to be followed up as soon as possible by a conference to constructively review the teacher's performance in an effort to improve the effectiveness of the teacher. Written supervisory reports of the teacher observations will be prepared except during the first month of employment. To the extent possible, observations relating to subject matter shall be conducted by professional personnel of recognized competence in the subject area.

### **B. Probationary Teachers**

1. Observations of probationary teachers shall be conducted at least four (4) times during the school year.
2. The written report of each observation shall be discussed in detail with the teacher within seven (7) school days after the observation. The teacher and observer shall acknowledge the review of all reports by affixing their signatures to each report prior to the filing of said reports. All reports shall be written in triplicate, with one copy retained by the principal, one copy forwarded to the Superintendent's Office to be filed in the teacher's personnel folder, and one copy given to the teacher.
3. No probationary teacher will be formally observed twice in the same day.
4. Teacher observation during the last period on Fridays will be avoided unless circumstances make it necessary.
5. The District will indicate orally to probationary teachers probable employment status for the following year by March 15<sup>th</sup>. Written notification shall be received no later than May 15<sup>th</sup>.

### **C. Tenure Teachers**

1. Periodic observations of all tenured teachers shall be conducted during the school year. The same observation procedures as detailed for probationary teachers shall be followed for tenured teachers.
2. Adverse evaluation of a tenured teacher's performance or an alleged violation of professional ethics shall be subject to the grievance procedure incorporated in this agreement.
3. Complaints of a serious nature concerning teachers brought to the attention of the principal shall be, in turn, discussed with the teacher if, in the opinion of the principal, such discussion may lead to a productive conclusion.

#### D. Tenure Teacher Role as Observer

Tenure teachers may be requested to observe a probationary teacher through formal and informal observation. Such participation in observation shall be voluntary on the part of the tenure teacher. Follow-up discussion of such observation shall be conducted by both the observing teacher, supervisory personnel and the principal.

#### E. End Year Evaluation Procedure

1. Evaluations shall be written by June 8<sup>th</sup>.
2. A conference between the building principal and teacher shall occur before written evaluation is signed and placed in the teacher's personnel file. The conference shall be held before the beginning of the summer vacation.
3. Principals shall announce the broad areas to be included in the year end evaluation during the faculty orientation meeting at the beginning of the school year.

### **ARTICLE XII - PERSONNEL FOLDER**

A. A teacher will be given the opportunity to initial and review all material to be filed in his/her personnel folder.

B. Each teacher will have the right upon request in the presence of the Assistant Superintendent of Schools or his/her designee to review and copy the contents of his/her complete personnel file, with the exception of confidential references and recommendations. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

C. The teacher will acknowledge the review of such material by affixing his/her signature to the copy 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 the answer shall be reviewed by the Superintendent and attached to a file copy.

D. If a letter from outside the District is to be used against a teacher in a formal proceeding, it must be placed in the teacher's personnel file within sixty (60) days of receipt.

E. The principal may maintain his/her own file. Documents in the principal's file may not be used in a formal disciplinary procedure unless the document was placed in the teacher's personnel file within sixty (60) days of the incident and the teacher shall have had an opportunity to see the document.

### **ARTICLE XIII - SUBSTITUTING**

A. A teacher may be assigned to teach one period per semester as a substitute during his/her preparation or professional period time without cost to the District. A teacher who voluntarily acts as a substitute beyond the aforementioned one period for a class during his or her unassigned period shall be compensated at the rate of **twenty-seven dollars (\$27.00)** per assignment in the **2005-2006** school year, **thirty dollars (\$30.00)** in the **2006-2007** school year, and **thirty-three dollars (\$33.00)** in the **2007-08** school year.

B. The following guidelines shall be used to develop a building procedure for the use of staff to serve in the capacity of substitutes:

1. The principal shall solicit a list of volunteer teachers and their unassigned periods.

2. Normally, the staff teachers would be assigned one period per day. The list of volunteer teachers should be rotated so that the assignments are equalized.

- C. 1. In the event of an emergency or if a teacher becomes ill during the course of the school day which causes the teacher to be absent from an assigned period or homeroom, another teacher may be assigned as a substitute teacher. Such assignments will be compensated only if they occur during the teacher's preparation or lunch period. The rate of compensation will be compensated as per "A" above.
2. When more than one teacher is regularly assigned to a class, every effort will be made to assign staff teachers as substitutes, should one be absent. If no teacher is available for this period, the regularly assigned teacher will cover the class without extra compensation.

#### **ARTICLE XIV - TENURE DECISIONS**

- A. Whenever possible, the building principal or principals shall solicit the recommendations of supervisory personnel and members of the professional staff who have worked on the same grade level or subject area as the teacher being considered. The principal's recommendations on tenure decisions may include both positive and negative recommendations made by staff members involved without identifying the teacher by name. The final decision for the determination of tenure status rests with the Board upon the recommendations of the Superintendent of Schools.
- B. A teacher shall be given written notice of tenure or probationary status when accepting a new assignment within the district. The teacher shall acknowledge such notification, and a signed copy shall be filed in the teacher's personnel file.

#### **ARTICLE XV - SCHOOL BUILDING FACILITIES**

- A. It shall be the policy of the District to provide safe and adequate facilities necessary for the staff to carry out their teaching functions, as well as those facilities needed for rest and personal functions. Therefore, the following shall be provided whenever and wherever possible within the existing facilities.
1. Sufficient lavatory facilities or both male and female staff members on each floor, if possible.
  2. A lounge large enough to accommodate at least the number of faculty that may be free at any one time.
  3. A suitable place for staff to eat their lunch away from the areas where children may be eating.
  4. A desk for each teacher in a convenient location and capable of being locked.
  5. Storage space for personal teaching materials capable of being locked.
  6. Private conference rooms for parent conferences.
  7. Office space for chairpersons and departments.

- 8. Duplicating facilities convenient for staff use until such time as they are relieved of clerical duties.
- 9. Sufficient convenient parking space wherever and whenever possible.
- 10. Existing faculty rooms shall have adequate facilities and supplies.
- B. Where existing facilities have insufficient provisions for the facilities in paragraph "A", then it shall be the policy of the District to plan for the inclusion of such facilities in all new construction or alterations.
- C. The District shall try to maintain the buildings in a state of good repair[, not less than the highest minimum standards in effect at the time this Agreement is executed].

**ARTICLE XVI - SCHOOL CALENDAR**

- A. The total number of teacher workdays shall not exceed one hundred eighty-three (183) days without mutual consent of the teachers. **Beginning in the 2006-07 school year, the number of teacher work days shall not exceed one hundred eighty-four days (184) without the mutual consent of the teachers.**
- B. The development of the instructional school calendar shall be undertaken jointly by the Board and the Association. The final decision for the school calendar shall rest with the Board. Emergency changes in the calendar may be made by the Board. Whenever time permits, the Superintendent shall consult with the Association prior to making a calendar change.
- C. Elementary children will be dismissed early [(2:15 pm)] **(1:30 p.m.)** on the last two days prior to the last day of school **(provided that such shall not impact elementary school graduation)**, and shall be present for the first half hour of the regularly scheduled school day on the last day of school.
- D. Elementary teachers shall schedule parent/teacher conferences on two (2) afternoons and at an evening conference to last no more than two (2) hours in the fall semester and on two (2) afternoon sessions in the spring semester. The length of each parent conference shall be as per current practice - i.e., an average of approximately ten (10) minutes for each child discussed. Unused conference time shall be utilized at the discretion of the teacher. The teacher's obligation shall end after the last scheduled conference time appointment. **Beginning in the 2006-07 school year, secondary teachers shall be scheduled for parent/teacher conferences on two evenings; each evening conference shall not exceed two hours in duration.**

**ARTICLE XVII - COMMITTEES**

A. Professional Committees

- 1. All professional staff members have a common responsibility to devote time and effort to curriculum development, evaluation and educational research in order to continue to meet the educational needs of the District's pupils. It is recognized by the Association that committee work devoted to professional problems must be accomplished during the school year. The Association shall encourage the



professional staff members to participate in committee work conducted after the student day, exclusive of Fridays.

2. The District recognizes the importance of additional professional services rendered and will grant one (1) in-service credit to each teacher participant for every fifteen (15) hours of committee work conducted during the school year.
  3. The procedures set forth in this Article shall not preclude any arrangement not in effect or which may be established, relating to cooperative participation of the teaching and administrative staff in planning, implementing or evaluating the educational program and services to students, nor preclude the solicitation of views, knowledge or skills, of any members of the School District by the Administration or the Board.
- B. A committee composed of administrators and teachers shall be established to discuss development and improvement of curriculum.
- C. Periodic meetings shall be held between the Association President and the Superintendent of Schools at the request of either party.

#### **ARTICLE XVIII - TEACHER RECRUITMENT AND SELECTION**

- A. The Association shall be involved in the recruitment and selection process whenever and wherever possible.
- B. The final decision of the employment of professional personnel rests with the Board upon the recommendation of the Superintendent of Schools.

#### **ARTICLE XIX - PROFESSIONAL CONFERENCE DAYS**

The Association delegates may attend NYSUT Representative Assembly without deduction in salary. These days will be charged as "Conference Days."

#### **ARTICLE XX - ABSENCE**

- A. Number of Days
1. Full-time professional employees shall be allowed up to thirteen (13) days leave during the school year, of which three (3) days' sick leave shall be granted on the first day of school, and ten (10) days on October 1. The Superintendent may advance the ten (10) days' sick leave to September if in his/her judgment it is justifiable and necessary.
    - a. The total number of allowable days' leave may be used for personal illness or illness in the immediate family. A maximum of three (3) days of the total number of annual allowable days' leave may be used for personal business or religious observance. Additional religious days may be approved by the Superintendent and deducted from the accumulated sick leave.
    - b. Full-time professional employees who are on the twenty-fifth (25<sup>th</sup>) step or

above are granted an additional three (3) days each year which may be used only for personal illness.

- c. Full-time professional employees may accumulate up to one hundred eighty (180) days of allowable leave without loss of pay. Such accumulated days may only be used for personal illness or disability. Deductions from accumulated leave will take place after the days granted on an annual basis have been used.
  - d. Full-time professional employees employed during a school year shall receive three (3) days allowable leave effective the first working day, and one (1) day for each month of employment through June 30. One (1) day shall be granted if the employment date is prior to the fifteenth (15<sup>th</sup>) day of the month. No leave credit will be granted for the first month if the employment day is after the fifteenth (15<sup>th</sup>) of the month.
  - e. At the end of each year, all professional employees will receive from the Superintendent's office a statement indicating the total accumulated allowable leave days to date.
2. A part-time professional employee shall be allowed leave time pro rata to the number of days worked in each week

1 workday	1 personal	2 sick days*
2 workdays	1 personal	4 sick days*
3 workdays	1 personal	6 sick days*
4 workdays	1 personal	8 sick days*

\* allowable leave days are workdays.

#### B. Medical Certificate

Any absence claimed under personal illness or illness in the immediate family which exceeds five (5) consecutive working days, must be substantiated by a certificate from the attending physician indicating diagnosis and treatment. This certificate must be attached to the teacher's absence form and submitted to the Superintendent's office. Failure to provide medical documentation shall result in the loss of a full day's pay for each subsequent day of absence beyond the five (5) consecutive working days. Accumulated days and any unused days of the professional employee's annual leave allowance cannot be applied in lieu of medical documentation. Nothing in this Article shall preclude the right of the District to have its own physician do medical evaluations.

#### C. Pregnancy Related illness

A teacher who is ill and cannot teach, whether this is caused or contributed by pregnancy, miscarriage, abortion, childbirth and/or recovery, may utilize this sick leave provision. If the teacher desires to continue to teach, she may do so.

A teacher whose pregnancy is terminated shall be reinstated to her position as soon as she is capable of returning to teaching.

It is the responsibility of the teacher to provide written documentation by her physician

that she is physically unable to perform the role of the teacher.

D. Immediate Family

1. The immediate family shall include the following members of the professional employee's household: wife, husband and unmarried children. Exception to this definition shall be made for married son, daughter and the father, mother, brother and sister of the professional employee or his or her spouse who permanently reside in the employee's household. Also, a person who is not related to the professional employee, but who permanently resides in his/her home, is considered a member of the immediate family.
2. Child Care-An employee who requests days to be absent for child care on a short term emergency basis because of illness or hospital confinement of the spouse shall be charged under illness in the immediate family.
3. Medical Emergency - In the event of critical illness to a member of the immediate family who is not a member of the household, an employee may be absent from his/her teaching duties under illness in the immediate family. Medical documentation shall be attached to absence form when submitted to the Central Office.

E. Workers' Compensation Injuries

When a teacher is absent from school as a result of personal injury compensable under New York Workers' Compensation Laws, arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence up to ninety (90) working days without having such absence charged to the annual sick leave or accumulated sick leave until the said period of ninety (90) working days has expired. Any amount of salary payable pursuant to this section will be reduced by the amount of any Workers' Compensation award for temporary disability due to said injury for the period for which such salary is paid. Teachers who remain ill after ninety (90) days may utilize accumulated sick leave days as needed. The District shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and, in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of the said physician, as to the said period, shall control.

F. Personal Reasons and Religious Observance Days

1. Teacher shall not request leaves, with or without full salary deduction, including requests for personal business days, prior to and immediately following scheduled vacations. Personal business days are to be taken for only valid reasons which do not include employment elsewhere or rest and relaxation.
2. Professional employees shall give the building principal advance notice of an absence taken for personal reasons or religious observance. Prior notice shall not be required in an emergency.

G. Medical Appointments

An employee who requests one (1) day to meet medical appointments which cannot be made outside of the regular working day will be charged under personal illness.

## **ARTICLE XXI - INFANT CARE LEAVE**

- A. Upon request, a teacher will be granted a leave of absence for the purpose of caring for a newborn infant or an adopted infant up to the age of eighteen (18) months or as authorized by Labor Law §201-c. The leave shall be without salary or continuation of other employee benefits.
- B. No step advancement on the salary schedule for credit toward tenure will be given for the duration of an annual leave. The teacher on leave will not earn or accumulate sick leave days.
- C. Said leave shall be for the remained of the current year, and at the option of the teacher with reasonable notice to the District, may continue from the following September 1<sup>st</sup> and terminate on August 31<sup>st</sup>, thereafter. The District shall have the right to accelerate the date that infant care leave is to commence in the event the teacher is no longer able to physically perform the full range of his/her teaching and related duties. In the event of such District-ordered accelerated leave, the teacher involved shall have the option to determine whether such accelerated time out on leave shall be considered paid sick leave or unpaid leave.
- D. The teacher shall notify the Building Principal in writing sixty (60) days in advance to request the leave, except in emergency situations where advance notice is not possible.

## **ARTICLE XXII - CATASTROPHIC ILLNESS**

- A. A tenure teacher shall be eligible to apply under the terms of this Article for a leave due to catastrophic illness if he or she is suffering from a serious major illness, such as heart attack, cancer or traumatic injury.
- B. A teacher whose allowable leave has been exhausted will receive a full day's deduction up to five (5) days.
- C. After the expiration of the five (5) full days' salary deduction, one-half of the daily current per diem wage will be made for the next ten (10) consecutive working days.
- D. Thereafter, a teacher will be compensated up to a maximum of one hundred eighty (180) working days as follows: fifty (50%) percent beginning in the fourth year of service with an additional five (5%) percent for each year of service thereafter, up to a maximum of one hundred (100%)
- E. The attending physician must provide written documentation recommending medical treatment which requires that the teacher be absent from his/her assigned teaching position for a prolonged period.

## **ARTICLE XXIII - DEATH IN IMMEDIATE FAMILY**

A maximum of five (5) days' leave without loss of pay or deduction of leave allowance shall be allowed for each death in the immediate family as defined (employee's household residence requirement waived). A death, which requires the absence of a professional employee and is not covered under the immediate family, may be charged from the teacher's allowable

leave.

#### **ARTICLE XXIV - LEAVES OF ABSENCE**

- A. All members of the professional staff who have been granted tenure status may apply for leave of absence from their professional duties for the reasons stated below in "B" for a period of one school year or one semester, said leave to begin at the opening of school in September or the start of the second semester, in order that continuity of class work during the term may be insured, and renewal for one additional year, without salary or continuation of other employee benefits. Approval by the Superintendent of such requests is subject to the employment of a suitable replacement teacher.
- B. Extended leaves will be granted for the following reasons:
  - 1. Peace Corps, Vista, exchange teacher and Teacher Corps.
  - 2. Participation in educational and/or public service.
  - 3. Personal reasons subject to final approval of the Board of Education.
- C. Upon return from a leave of absence granted pursuant to Section B of this Article, the teacher will be assigned to the same tenure area completed prior to the leave of absence. The District will consider the teacher's preference for assignment. There shall be no loss of steps on the salary schedule and the teacher shall advance according to the length of the extended leave.

#### **ARTICLE XXV - JURY DUTY**

- A. Professional employees who are subpoenaed for jury duty and serve as jurors shall not have such absences charged against teacher absence days and shall receive the difference between the jury service fee and regular full pay for each day served as jurors. The teacher shall keep all travel expenses received for jury service.
- B. Professional employees who are subpoenaed for jury duty shall request "on call" service where available.

#### **ARTICLE XXVI - RESEARCH AND EDUCATION GRANTS**

- A. The District will expend at least six thousand (\$6,000.00) dollars per annum for research, educational improvement project grants and curriculum development.
- B. Curriculum Development Grants
  - 1. A committee consisting of two (2) persons appointed by the District and two (2) persons appointed by the Association will evaluate applications for grants and submit their recommendations to the Superintendent of Schools. The Superintendent of schools will review the committee's recommendations and submit his/her recommendations to the Board. In the event of disagreement between the Committee and the Superintendent, the Board shall make the final determination.
  - 2. All teachers will be eligible to submit applications for a grant. The committee-

approved- applications will identify the scope of the project, an outline of the proposal, and a budget identifying all costs. The Grant Committee will establish the procedure for the submission of grants.

3. Payment of the grant will be made after acceptance of the final copy of the project.

### **ARTICLE XXVII - PROMOTIONS**

- A. All openings for promotional positions and other positions paying a salary differential shall be publicized through the Personnel Bulletin, and all qualified applicants shall be given adequate opportunity to make application for such position.
- B. 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. It shall continue to be the guiding philosophy that the interests of the school system are best served by obtaining the most qualified persons available to fill each position.

### **ARTICLE XXVIII - VANDALISM**

- A. Each July 1, the District shall establish a fund of one thousand (\$1,000.00) dollars out of which the teaching faculty will be reimbursed for losses of a minimum of twenty (\$20.00) dollars and not to exceed one hundred (\$100.00) dollars per occurrence for damage, destruction, or theft of personal property of a kind normally worn to or actually brought into the school building, provided the teacher has not been negligent and to the extent that such loss is not covered by Workers' Compensation or other coverage.
- B. The teacher shall submit evidence of the value of the item destroyed, damaged, or stolen, and such other evidence as the district might need to process the claim for reimbursement.

### **ARTICLE XXIX - PROTECTION OF TEACHERS**

- C.
  1. Teachers shall report immediately in writing to their principal and to the Office of the Superintendent all cases of assault suffered by them in connection with their employment. Teachers shall also complete and file all reports required by the District and its insurance carrier. The Office of the Superintendent shall acknowledge receipt of such report in writing.
  2. Such reports shall be forwarded through the Superintendent to the Board, which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which related to the incident or the person involved.
- D.
  1. The Board agrees to provide legal counsel to defend any teacher in any action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person or accidental

damage to property, within or without the school building, providing such teacher, at the time of the accident resulting in such injury or damage was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board, provided that within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or criminal or pleading, he/she delivers the original or copy of the same to the Board.

2. If criminal or civil proceedings are brought against the teacher alleging that he/she committed an assault in connection with his/her employment, the Board shall furnish legal counsel to defend him/her in such proceedings, in accordance with New York Education Law sections 3023 and 3028, provided that within ten (10) days if the time he/she is served with any summons, complaint, process, notice, demand or pleading, he/she delivers the original or a copy of the same to the Board.

### **ARTICLE XXX - BOARD OF EDUCATION POLICIES**

- A. All policies of the Board presently in effect which are not expressly superseded by the terms of this agreement shall remain in effect. If, however, any such policy, which shall affect the terms and conditions of employment of the professional staff, is inconsistent with this agreement, the terms of this agreement shall control to the extent inconsistent.
- B. A copy of the current Board policy book will be made available in each school.

### **ARTICLE XXXI - SUMMER SCHOOL REGULATIONS (MIDDLE SCHOOL and SENIOR HIGH SCHOOL)**

- A. Employment preference shall be given to qualified district teachers for summer school teaching positions.
- B. All summer school teaching vacancies shall be posted on the office bulletin boards in each building when they become available.
- C. All summer school teachers shall be granted one (1) day sick leave without loss of salary during the summer session. Summer session sick leave may not be added to regular session sick leave.
- D. Summer school teachers shall be granted a leave of absence after three (3) consecutive years of service upon their request. Leave notification and intent to return shall be made in writing to the summer school administrator prior to May 1<sup>st</sup> of the succeeding year.
- E. All summer school personnel will be compensated in accordance with the salary schedule adopted by the Board.
- F. Every effort shall be made to maintain a reasonable class size.

### **ARTICLE XXXII - TEACHERS OF HOMEBOUND STUDENTS**

- A. No teacher shall be required to stay in the home with a child unless a parent or guardian is present. It is the responsibility of the teacher to confirm that the basic condition (a parent

- or guardian present) is met by prior telephone call to the home.
- B. All teaching assignments of homebound students shall be made on a voluntary teacher basis.

### **ARTICLE XXXIII - SALARY**

- A. 1. The salary schedules for the school years 2005-06, 2006-07, and 2007-08 shall be as listed in Schedule A.1, A.2, A.3, B, C, and D. Salary schedules B, C, and D shall be increased by the same percentages as the base salary.
- B. Placement on salary schedule
1. Effective December 20, 1996, a new step 1a (i.e., 75% of step) shall be established for newly hired teachers. Thereafter, the teacher shall move to step 2. If a teacher is hired at a step other than step 1a, that teacher will be paid at a rate equal to 75% of the applicable hiring step. Thereafter, the teacher shall move to the step following the hiring step. Notwithstanding the foregoing, the Superintendent may, in his/her discretion, place a newly hired teacher on a full salary step.
  2. A maximum of fifteen (15) steps on the salary schedule may be granted for prior accredited teaching experience upon the recommendation of the Superintendent and subject to the approval of the Board of Education. No prior partial teaching experience, substitute teaching experience or military service shall be granted. The Board has the right to fix the number of years of credited service.
  3. A maximum of two years' salary credit for military service will be granted to teachers providing such military service meets the terms and conditions stated in paragraphs a, b, c, and d.
    - a. Such military service terminated no earlier than one year before teacher began teaching.
    - b. No prior military service has ever been granted before in Lynbrook Union Free School District.
    - c. Upon the satisfactory presentation of an honorable discharge, two (2) years of such military credit will be granted.
    - d. A year of military service will be equivalent to a year of teaching service. It is generally considered that a year of teaching service is ten (10) months. Therefore, military of twenty (20) months or more will constitute two (2) years' prior credit.
  4. A teacher entering the employ of the school district shall begin at such step in the class applicable to him/her as the Board, upon the recommendation of the Superintendent, shall approve and determine. Said teacher shall continue on such step from the month appointed until June 30<sup>th</sup> following his/her appointment.
  5. New Teachers - Newly appointed teachers will not receive credit for courses taken prior to hire unless declared at or before the time of appointment.
  6. A teacher may be transferred to the next higher class on September 1<sup>st</sup> or February 15<sup>th</sup> following the completion the required professional courses which have been



previously approved by the Superintendent of Schools. Application for salary differential must be filed in the Superintendent's office by September 15<sup>th</sup> or February 15<sup>th</sup>.

7. Step advancement and credit towards tenure will be given, and will only be given, for any year in which the teacher has worked more than one half (½) the number of teacher workdays. Allowable leave days under the provisions of Article XXI shall be deemed worked days. All step advancement shall take place as of September 1.
8. Salary payment option:
  - a. 21 bi-weekly payments.
  - b. 26 bi-weekly payments - 5 additional checks are included in the final June payment.

C. Credits for Salary Differential

1. Graduate Credit

Credit shall be given in accordance with the salary schedule for course work at an institution accredited by an agency recognized by the New York State Department of Education, including, but not limited to:

New England Association of Colleges and Secondary Schools.  
Middle States Association of Colleges and Secondary Schools.  
Commission on Institutions of Higher Education  
North Central Association of Colleges and Secondary Schools,  
Commission on Colleges and Universities  
Northwest Association of Secondary and Higher Schools,  
Commission on Higher Schools  
Southern Association of Colleges and Schools  
Western Association of Schools and Colleges  
Accrediting Commission for Senior Colleges and Universities

However, no more than six (6) salary credits will be given for all courses which did not require actual attendance at the institution(s) for a full semester program(s). Any excess credits received for course work which does not meet this criterion may be considered as in-service courses under Article [XXXIV C, 2] XXXIII C.2.

2. In-Service

a. Approval must be received from the Superintendent's office prior the first session of the course. The appropriate request form should be filed in the Superintendent's office ten (10) days prior to the date of the first class meeting. Approval or disapproval notice will be returned at least five (5) days after the receipt of the request.

Proof of satisfactory completion of the in-service courses is sent to the Assistant Superintendent of Schools by the teacher or instructor completing the course.

b. The in-service courses must be related to improvement of instruction in the teacher's area of certification and/or area of assignment.

c. The in-service course must be one of the following:

1. Offered by (1) Lynbrook or (2) BOCES or (3) other school districts or (4) Mental Health Association.

2. Student teaching supervision, if not otherwise reimbursed by the college or university.

3. Taken at the express request of the Superintendent of Schools, or

4. Curriculum work approved by the Superintendent of Schools in accordance with Article XVII.

d. In-service credits may be used for advancement in salary classification in accordance with the following:

1) Credit will be granted only once for each course. No in-service credit will be granted for courses that do not meet the minimum of fifteen (15) hours of instruction as defined in the contract statement.

2) All in-service credit earned by participation in courses offered by the district, including student teaching and curriculum development, may be applied in any multiple of fifteen (15) credits for salary advancement.

3) A maximum of six (6) in-service credit hours will be recognized for an individual during any single school year.

4) A total of eight (8) in-service credits earned by taking courses offered by an outside agency or institution may be applied in any multiple of fifteen (15) credits for salary advancement.

5) If not otherwise reimbursed, three (3) credits of in-service education may be earned by any tenure teacher conducting an in-service course in this system for other teachers, providing that this course meets a minimum of fifteen (15) hours during the year or semester. Not more than six (6) credits thus earned are applicable to each fifteen (15) credits offered for salary purposes.

6) Two (2) in-service credits may be earned if otherwise allowed by any tenured teacher who accepts the assignment of training a student teacher in cooperation with any college or university that has been approved by the Department of Education to train teachers. Not more than four (4) credits thus earned are applicable for each multiple of fifteen (15) credits for salary purposes.

7) In-service credit for computer courses shall have a life span of three (3) years for salary advancement.

**8) Salary column movement shall be limited to one salary column per year.**

D. Department Chairpersons

1. Chairs appointed prior to July 1, 1993 shall receive the following differential:

a. Chairs who supervise teachers in grades 6-12:

**2005-06: \$6,000**

**2006-07: \$7,000**

**2007-08: \$7,500**

[b. Chairs who supervise teachers in grades 9-12: \$3,083]

2. Chairs appointed after July 1, 1993 shall receive the following differential:

a. Chairs who supervise teachers in grades 6-12:

**2005-06: \$5,000**

**2006-07: \$6,500**

**2007-08: \$7,500**

[b. Chairs who supervise teachers in grades 9-12: \$2,000]

3. The employment year shall be the regular school year for teachers.

4. Chairs can be asked to head or serve on one task force or to write one curriculum per year as part of their job descriptions.

**ARTICLE XXXIV - TRAVEL REIMBURSEMENT FOR SHARED TEACHERS**

Teachers who travel between two or more buildings in any one day shall be reimbursed for mileage. This shall be based on the number of miles traveled paid at the District rate per mile. Payment shall be made in one lump sum at the end of the year.

**ARTICLE XXXV - UNUSED SICK LEAVE**

A. A nurse or tenured teacher with a minimum of ten (10) years of service in the Lynbrook School District who leaves, is excused or retires, shall be credited with payment for unused sick leave at the following rate:

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Days 1-25:	0	0	0
Days 26 - 99:	\$85/day	\$90/day	\$95/day
Days 100 - 220:	\$100/day	\$105/day	\$110/day

A teacher seeking to be credited with payment for unused sick leave at retirement must notify the District of that intention prior to the applicable dates set forth below:

Effective June 30<sup>th</sup> . . . . . February 15<sup>th</sup>  
 Effective Mid-year . . . . . October 15<sup>th</sup>

B. In case of death, while in active service, an employee's family shall receive payment for unused sick leave as follows:

1-99 days	\$70 per day
100-180	\$75 per day

**ARTICLE XXXVI - GRIEVANCE PROCEDURE**

**A. DECLARATION OF POLICY**

In order to establish a more harmonious and cooperative relationship among teachers, administrators and members of the Board of Education which will enhance the educational program of the Lynbrook Public Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

**B. Definitions**

1. Grievance Definition - Any misapplication, misinterpretation, or violation of this

contract, applicable board policy or practice or applicable law.

2. The term "supervisor" shall mean any principal or assistant principal responsible for the area in which an alleged grievance arises.

3. "Association" shall mean the Lynbrook Teachers Association.

4. "Aggrieved party" shall mean any person in the negotiating unit filing a grievance.

5. The "date of the alleged grievance" is that date when the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition.

6. "Date or receipt" shall mean the date the item is physically received or three (3) days after it is mailed, whichever is earlier.

7. The Association shall have the right to be the grievant for contract grievances of district-wide and building concerns. The total number of such grievances shall not exceed six (6) for the life of the agreement.

### C. BASIC PRINCIPLES

1. It is the intent of these procedures for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Failure to perform within the procedural time limits shall be deemed a waiver.

2. A teacher shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. A grievant shall have the right to be represented at any stage of the procedures by a person of his/her own choice. No grievance may be processed at any level without the consent of the grievant(s).

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. Each supervisor shall have the responsibility to consider each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies, which relate to or affect the teacher in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

7. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought.

8. Nothing herein shall be construed as limiting the right of a grievant to discuss the matter informally with any appropriate member of the Administration and having the grievance informally resolved.

### D. Procedures

#### 1. Level One

If the teacher is not satisfied with the informal disposition of his/her grievance, he/she may within thirty (30) days of the date of the alleged grievance submit a written statement

of the grievance to his/her supervisor. The supervisor shall submit a written response to the grievant within five (5) school days after the receipt of the written submission of the statement of grievance.

## 2. Level Two

a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may within five (5) days of receipt of the supervisor's response file an appeal to the Superintendent of Schools. The appeal papers shall include the statement of grievances submitted to the supervisor, at the option of the grievant, a written statement of specific objections to the supervisor's response and, at the option of the supervisor, a written statement in support of his/her decision.

b. Within five (5) school days of receipt of the grievance by the Superintendent of Schools, the Superintendent or his/her designee shall schedule a meeting with the grievant in an effort to resolve the matter.

c. The Superintendent of Schools or his/her designee shall submit a written response to the grievant within fifteen (15) school days after the receipt of the grievance. A copy of the decision will be forwarded to the Association.

## 3. Level Three

a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance for advisory arbitration by written notice to the Board within fifteen (15) school days of receipt of the decision at Level Two. Advisory arbitration shall be limited solely to grievances involving provisions of this Agreement.

b. Within fifteen (15) school days after receipt by the Board, the Board or its designee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or receive a commitment to serve within thirty (30) days, a demand for advisory arbitration shall be submitted to the American Arbitration Association.

c. The arbitrator shall confine his/her decision to the application and interpretation of this Agreement. He/she shall be without power to add to, modify or vacate any of the terms of this Agreement or make any decision to the contrary or inconsistent with the terms of this Agreement or which violates any rule or regulation having the force and effect of law.

d. The costs for the services of the arbitrator, if any, shall be shared equally by the District and Association.

e. The decision of the arbitrator, made in accordance with his/her authority and jurisdiction under this agreement, shall be advisory only. Within fifteen (15) school days after the receipt of the arbitrator's award, the Board will review the matter and issue a determination within five (5) days of its review. If the Board does not issue its final decision within five (5) days, it will be deemed to have accepted the arbitrator's award. The decision of the Board will be final.

## **ARTICLE XXXVII - INSURANCE**

A. Health Insurance

1. The health insurance offered includes the Empire, HMO and Medicare.
2. The District will contribute to the cost of health insurance provided no similar coverage is available by any other employer or carrier. **The unit member shall contribute toward the cost of the health insurance premium cost in accordance with the following schedule:**

	<b>Individual Coverage</b>	<b>Family Coverage</b>
<b>Effective 7/1/05:</b>	<b>7%</b>	<b>12%</b>
<b>Effective 7/1/06:</b>	<b>9%</b>	<b>14%</b>
<b>Effective 7/1/07:</b>	<b>10%</b>	<b>15%</b>

3. **For unit members who retire during the first year of this agreement (i.e., no later than July 1, 2006), the District shall continue its current practice of paying 100% of the health insurance premium cost until such time as the retiree becomes eligible for Medicare, at which time the District's contribution shall be reduced to the state required minimum contributions of 50% (individual coverage) and 35% (family coverage). For unit members who retire thereafter, the District will pay 98% of the health insurance premium cost until such time as the retiree becomes Medicare eligible, at which time the District shall contribute the state required minimum contributions.**

4. [Effective January 1, 1994,] The health insurance contribution by the District will be prorated for part-time teachers.

5. Declination of Family Health Insurance.

a. [A teacher who voluntarily declines contributing family health insurance coverage shall receive a payment for waiving such coverage provided the declination is for one year. The payment shall be equal to one-half the amount the District saved in the preceding year by virtue of said declaration. Payment shall be made on the anniversary date of the withdrawal from coverage.]

**A unit member who is eligible for family health insurance but opts to waive his/her right to receive health insurance coverage through the District shall receive a payment in the amount of fifty percent (50%) of the savings between the District's contributions between individual and family, provided that the declination of health coverage is for one year. In no event may a teacher be permitted to obtain an opt-out payment as well as individual health insurance coverage. Payment shall be made on the anniversary date of the withdrawal from coverage.**

b. If a unit [teacher] **unit member** is able to opt back into coverage for the balance of the year, he/she will receive no payment for that year.

c. It is understood that the time to opt in or out of coverage is often under the control of the insurance carrier.

The District shall establish a time when and a form by which the [teacher] **unit member** must submit a notice of declination.

The District shall establish a time when a [teacher] **unit member** who has declined coverage for a given year and who wishes to re-enroll in [family] health insurance coverage for

the following year shall notify the District of a request for change of status.

**B. Dental Insurance**

1. The District will pay one hundred (100%) percent of the individual coverage and seventy-four (74%) percent of the family coverage.

2. Effective January 1, 1994, part-time teachers shall work a minimum of a half-time schedule to be eligible for coverage. The District shall contribute pro rata for such eligible part-time teachers.

C. If a teacher is on leave, the District does not pay insurance costs for the number of months of the leave, but the teacher has the option of continuing the coverage for the months of the leave at his/her own cost. The benefit year is September 1<sup>st</sup> through August 31<sup>st</sup>.

In the event the teacher works less than the full academic year, premium costs for the leave time shall be prorated.

D. Effective January 1, 1994 the District shall establish a §125 plan as authorized by the Internal Revenue Code

**ARTICLE XXXVIII - NEGOTIATIONS**

A. The parties agree that proposals for negotiations shall be submitted no later than February 1<sup>st</sup> of the calendar year in which the contract expires.

B. The meeting shall be open only to the respective negotiators, except that competent professional and/or lay people may be invited by either the Board or the Association to attend and participate in matters under discussion.

C. The parties agree to exchange, upon request, all available information on the matters to be negotiated as will assist in developing intelligent, accurate, and constructive proposals and programs.

D. All negotiable items agreed upon shall be tentative until such time that agreement is reached on all items be included in the contract.

E. Neither party shall give releases to the press except when necessary to declare that an impasse exists or after a fact finder's report has been received by the parties. All costs and expenses incurred utilizing any person in a mediatory or fact-finding capacity shall be shared equally by the District and the Association.

**ARTICLE XIL - JOB SECURITY**

Teachers who will be excessed from their positions will be notified as soon as possible, but in no event later than May 15<sup>th</sup>.

The District will provide the Association with timely notice if it plans to subcontract existing or new educational services.

**ARTICLE XL - EDUCATIONAL CONFERENCE LISTS**

Upon request, the District shall provide the Association with a list of the teachers who are selected to attend conferences.

**ARTICLE XLI - MANDATED IN-SERVICE COURSES**

A. The Superintendent of Schools can mandate that a teacher take a maximum of two (2) one-credit in-service courses during the term of the contract. The in-service course cannot be mandated for days other than normal work year days.

B. Wherever possible, the District shall notify the teachers of the courses by October 1st for the fall semester. Each teacher shall have the right to refuse to take a course in a particular semester one time during the course of the contract. The Superintendent may not mandate that more than six (6%) percent of the staff take a course in any one year.

C. A teacher who is mandated to take a course who is unable to use the course for salary advancement shall be paid one hundred (\$100.00) dollars for each course so mandated. The teacher shall also be reimbursed mileage for all courses held outside of Lynbrook.

**ARTICLE XLII - NURSES**

A. 1. The salary paid to nurses shall be as follows:

<b>Effective July 1, 2005:</b>	<b>\$34,539</b>
<b>Effective July 1, 2006:</b>	<b>\$35,748</b>
<b>Effective July 1, 2007:</b>	<b>\$36,999</b>

2. Longevity - After five (5) years of service to the Lynbrook School District, the nurses shall receive [a six hundred dollar (\$600.00)] **an eight hundred dollar (\$800.00)** longevity stipend and after ten (10) years of service to Lynbrook, this shall be increased to [eleven hundred dollars (\$1,100.00)] **fifteen hundred dollars (\$1,500.00)**.

3. The nurse assigned to the high school shall be paid an additional stipend of \$1,000.00.

B. The dental insurance program for nurses shall be the same as that provided to clerical employees.

C. The District shall continue its current contribution toward health insurance for nurses, which is 100%, for the duration of this contract.

D. The following Articles of this contract apply to nurse members: I, II, III, IV, VI, XII, XVI, XVII, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXIX, XXXI, XXXV, XXXVI, XXXIX, XLII and XLIV.

**E. If a nurse takes her lunch period during a student lunch period, the nurse must remain in the school building during lunch.**

**ARTICLE XLIII - MISCELLANEOUS**

A. 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 substituting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. 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.

C. Taylor Law - In accordance with Article XIV of the Civil Service Law, Section 204-a: 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.

D. It is understood and agreed that all of the terms and conditions agreed to by the parties are subject to laws, rules and regulations of the federal and state governments, in particular, national regulations concerning wages and prices.

**ARTICLE XLIV - DURATION OF CONTRACT**

This Agreement shall become effective on the 1<sup>st</sup> day of July, 2005 and shall continue in full force and effect until and including the 30<sup>th</sup> day of June, 2008, except as amended in writing by mutual consent of both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

LYNBROOK UNION FREE  
SCHOOL DISTRICT

LYNBROOK TEACHERS  
ASSOCIATION

By: \_\_\_\_\_  
Phyllis Caruso, President  
Board of Education

By: \_\_\_\_\_  
Thomas Wolber, President

**Music**  
**Activitie**  
**s**

<b><u>Activities</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>2007-2008</u></b>
<b>HIGH SCHOOL</b>			
Marching Band	\$3,596	\$3,722	\$3,852
Chorus	\$3,596	\$3,722	\$3,852
Orchestra	\$782	\$809	\$838
<b>MIDDLE SCHOOL</b>			
Marching Band	\$1,998	\$2,068	\$2,140
Chorus	\$1,998	\$2,068	\$2,140
Orchestra	\$766	\$793	\$821
<b>ELEMENTARY SCHOOL</b>			
Marching Band	\$1,473	\$1,525	\$1,578
Chorus	\$1,473	\$1,525	\$1,578
Orchestra	\$601	\$622	\$644
<b><u>OVERNIGHT SUPERVISION - CONFERENCES</u></b>			
Teachers who do overnight supervision of children sleeping in a guest room in a hotel with Superintendent of Schools' approval and who are not otherwise compensated shall be paid \$148 effective July 1, 2005		\$153 effective	

July 1,  
2006

**SUPERVISORY  
ASSIGNMENTS**

	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>2007-2008</u></b>
Afternoon	\$50	\$52	\$54
Evening	\$74	\$77	\$80

**ELEMENTARY &  
MIDDLE  
SCHOOL**

	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>2007-2008</u></b>
*Teacher in charge	\$1,293	\$1,338	\$1,384
Bldg. A.V. Coordinator	\$1,179	\$1,220	\$1,263

\*Teacher in charge who serves two or more weeks consecutively shall be paid \$100 for each week thereafter until either the principal returns or an acting principal is appointed.

**TEACHER  
SALARY  
SCHEDULE  
INDEX**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30*</b>	<b>MA</b>	<b>BA+60*</b>	<b>MA+30</b>	<b>MA+45*</b>
<b>1A</b>							
<b>1</b>	<b>1.00</b>	<b>1.04</b>	<b>1.08</b>	<b>1.16</b>	<b>1.20</b>	<b>1.24</b>	<b>1.28</b>
<b>2</b>	<b>1.045</b>	<b>1.085</b>	<b>1.13</b>	<b>1.21</b>	<b>1.25</b>	<b>1.29</b>	<b>1.33</b>
<b>3</b>	<b>1.09</b>	<b>1.13</b>	<b>1.18</b>	<b>1.26</b>	<b>1.30</b>	<b>1.34</b>	<b>1.38</b>
<b>4</b>	<b>1.135</b>	<b>1.175</b>	<b>1.23</b>	<b>1.32</b>	<b>1.36</b>	<b>1.40</b>	<b>1.44</b>
<b>5</b>	<b>1.18</b>	<b>1.22</b>	<b>1.28</b>	<b>1.38</b>	<b>1.42</b>	<b>1.46</b>	<b>1.50</b>
<b>6</b>	<b>1.225</b>	<b>1.265</b>	<b>1.33</b>	<b>1.44</b>	<b>1.48</b>	<b>1.52</b>	<b>1.56</b>
<b>7</b>	<b>1.27</b>	<b>1.31</b>	<b>1.38</b>	<b>1.50</b>	<b>1.54</b>	<b>1.58</b>	<b>1.62</b>
<b>8</b>	<b>1.32</b>	<b>1.36</b>	<b>1.43</b>	<b>1.56</b>	<b>1.60</b>	<b>1.64</b>	<b>1.68</b>
<b>9</b>	<b>1.37</b>	<b>1.41</b>	<b>1.48</b>	<b>1.62</b>	<b>1.66</b>	<b>1.70</b>	<b>1.74</b>
<b>10</b>	<b>1.42</b>	<b>1.46</b>	<b>1.53</b>	<b>1.68</b>	<b>1.72</b>	<b>1.76</b>	<b>1.80</b>
<b>11</b>	<b>1.47</b>	<b>1.51</b>	<b>1.58</b>	<b>1.74</b>	<b>1.78</b>	<b>1.82</b>	<b>1.86</b>
<b>12</b>			<b>1.63</b>	<b>1.80</b>	<b>1.84</b>	<b>1.88</b>	<b>1.92</b>
<b>13</b>			<b>1.68</b>	<b>1.86</b>	<b>1.90</b>	<b>1.94</b>	<b>1.98</b>
<b>14</b>			<b>1.73</b>	<b>1.92</b>	<b>1.96</b>	<b>2.00</b>	<b>2.04</b>
<b>15</b>			<b>1.78</b>	<b>2.00</b>	<b>2.04</b>	<b>2.08</b>	<b>2.12</b>

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\*Grandfathered

**A.1  
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(3.5%)**

BAS  
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47925.519

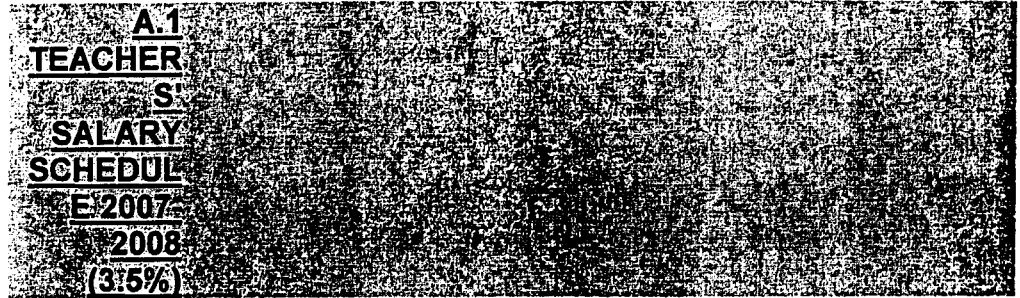
	1	2	3	4	5	6	7
BA	32528	33831	37735	37735	40337	40337	40337
1A							
1	47926	49843	51760	55594	57511	59428	61345
2	50082	51999	54156	57990	59907	61824	63741
3	52239	54156	56552	60386	62303	64220	66137
4	54395	56312	58948	63262	65179	67096	69013
5	56552	58469	61345	66137	68054	69971	71888
6	58709	60626	63741	69013	70930	72847	74764
7	60865	62782	66137	71888	73805	75722	77639
8	63262	65179	68533	74764	76681	78598	80515
9	65658	67575	70930	77639	79556	81473	83390
10	68054	69971	73326	80515	82432	84349	86266
11	70451	72368	75722	83390	85307	87224	89141
12			78119	86266	88183	90100	92017
13			80515	89141	91058	92976	94893
14			82911	92017	93934	95851	97768
15			85307	95851	97768	99685	101602
SUPERANNUATION STEPS							
17-19	1325		86632	97176	99093	101010	102927

1

1

20-21	2649	87957	98500	100417	102334	104251	1
22-24	3974	89281	99825	101742	103659	105576	1
25+	5298	90606	101149	103066	104983	106900	1

ADD \$500 FOR TENU RE



BAS E SALARY:		49602.912						
CLAS S STEP	1	2	3	4	5	6	7	
	BA	BA+15*	BA+30*	MA	BA+60*	MA+30	MA+45*	
1A	33585			38961		41648		
1	49603	51587	53571	57539	59523	61508	63492	
2	51835	53819	56051	60020	62004	63988	65972	
3	54067	56051	58531	62500	64484	66468	68452	
4	56299	58283	61012	65476	67460	69444	71428	
5	58531	60516	63492	68452	70436	72420	74404	
6	60764	62748	65972	71428	73412	75396	77381	
7	62996	64980	68452	74404	76388	78373	80357	
8	65476	67460	70932	77381	79365	81349	83333	
9	67956	69940	73412	80357	82341	84325	86309	
10	70436	72420	75892	83333	85317	87301	89285	
11	72916	74900	78373	86309	88293	90277	92261	
12			80853	89285	91269	93253	95238	
13			83333	92261	94246	96230	98214	
14			85813	95238	97222	99206	101190	
15			88293	99206	101190	103174	105158	

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STEP  
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<b>17-19</b>	<b>1325</b>	<b>89618</b>	<b>100530</b>	<b>102514</b>	<b>104499</b>	<b>106483</b>	<b>1</b>
<b>20-21</b>	<b>2649</b>	<b>90942</b>	<b>101855</b>	<b>103839</b>	<b>105823</b>	<b>107807</b>	<b>1</b>
<b>22-24</b>	<b>3974</b>	<b>92267</b>	<b>103179</b>	<b>105164</b>	<b>107148</b>	<b>109132</b>	<b>1</b>
<b>25+</b>	<b>5298</b>	<b>93591</b>	<b>104504</b>	<b>106488</b>	<b>108472</b>	<b>110456</b>	<b>1</b>

**ADD  
\$500  
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Clubs

<u>Level</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-200</u>
1	610	629	648	670
2	764	788	812	840
3	915	944	973	1007
4	1,221	1,260	1,298	1334
5	1,525	1,573	1,621	1677
6	1,829	1,887	1,944	2013
7	2,135	2,203	2,270	2349
8	2,439	2,518	2,593	2648
9	2,743	2,830	2,915	3018
10	3,050	3,148	3,242	3355
11	3,354	3,462	3,566	3692
12	3,658	3,775	3,888	4023
13	4,067	4,197	4,323	4474
14	4,631	4,779	4,923	5091

Coaches

<u>Level</u>		<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-200</u>
<u>Group 1A</u>					
<u>Football</u>					
Varsity		6,569	6,779	6,982	7,192
Asst. Varsity (2)		4,598	4,745	4,888	5,034
Jr. Varsity (3)		4,598	4,745	4,888	5,034
Middle School (3)		3,941	4,067	4,189	4,315
<u>Group 1</u>					
<u>Basketball</u>					
Varsity	Boys	6,256	6,457	6,650	6,850
	Girls	6,256	6,457	6,650	6,850
Jr. Varsity	Boys	4,379	4,519	4,664	4,804
	Girls	4,379	4,519	4,664	4,804
Middle School	Boys Grade 7	3,754	3,874	3,998	4,118

	Boys Grade 8	3,754	3,874	3,998	4,118	
	Girls Grade 7	3,754	3,874	3,998	4,118	
	Girls Grade 8	3,754	3,874	3,998	4,118	
<b><u>Wrestling</u></b>						
	Varsity	6,256	6,457	6,650	6,850	
	Jr. Varsity	4,379	4,519	4,664	4,804	
Middle School (2)	Grade (7 & 8)	3,754	3,874	3,998	4,118	
<b><u>Group 2</u></b>						
<b><u>Baseball</u></b>						
	Varsity	5,005	5,166	5,320	5,480	
	Varsity Asst.					
	Jr. Varsity	3,503	3,616	3,731	3,843	
Middle School	Grade 7	3,004	3,100	3,199	3,295	
	Grade 8	3,004	3,100	3,199	3,295	
<b><u>Lacrosse</u></b>						
	Varsity	Boys	5,005	5,166	5,320	5,480
		Girls	5,005	5,166	5,320	5,480
	Asst. Varsity	Boys	3,503	3,616	3,731	3,843
		Girls	3,503	3,616	3,731	3,843
	Jr. Varsity	Girls	3,503	3,616	3,731	3,843
	Jr. Varsity	Boys	3,503	3,616	3,731	3,843
	Jr. Varsity Asst.	Boys				
Middle School	Boys Grade 7	3,004	3,100	3,199	3,295	
	Boys Grade 8	3,004	3,100	3,199	3,295	
	Girls (7 & 8)	3,004	3,100	3,199	3,295	
<b><u>Soccer</u></b>						
	Varsity	Boys	5,005	5,166	5,331	5,491
		Girls	5,005	5,166	5,331	5,491
	Asst. Varsity	Boys	3,503	3,616	3,731	3,843
		Girls	3,503	3,616	3,731	3,843
	Jr. Varsity	Boys	3,503	3,616	3,731	3,843
		Girls	3,503	3,616	3,731	3,843
Middle School	Boys Grade 7	3,004	3,100	3,199	3,295	
	Boys Grade 8	3,004	3,100	3,199	3,295	
	Girls Grade 7	3,004	3,100	3,199	3,295	
	Girls Grade 8	3,004	3,100	3,199	3,295	

<b><u>Softball</u></b>					
Varsity		5,005	5,166	5,331	5,491
Varsity Asst.					
Jr. Varsity		3,503	3,616	3,731	3,843
Middle School	Grade 7	3,004	3,100	3,199	3,295
	Grade 8	3,004	3,100	3,199	3,295
<b><u>Winter Track</u></b>					
<b><u>(coed)</u></b>					
Varsity					
Varsity Asst (2)					
<b><u>Spring Track</u></b>					
Varsity	Boys	5,005	5,166	5,331	5,491
	Girls	5,005	5,166	5,331	5,491
Asst. Varsity	Boys	3,503	3,616	3,731	3,843
	Girls	3,503	3,616	3,731	3,843
Middle School (2-coed)		1,886	1,947	2,009	2,069
<b><u>Volleyball (Girls)</u></b>					
Varsity		5,005	5,166	5,331	5,491
Jr. Varsity		3,503	3,616	3,731	3,843
Middle School	Grade 7	3,004	3,100	3,199	3,295
	Grade 8	3,004	3,100	3,199	3,295
<b><u>Group 3</u></b>					
<b><u>Badminton</u></b>					
Varsity		3,754	3,874	3,998	4,118
Middle School					
<b><u>Swimming</u></b>					
Varsity					
Middle School					
<b><u>Cross Country</u></b>					
Varsity	Boys	3,754	3,874	3,998	4,118
	Girls	3,754	3,874	3,998	4,118
Middle School	Boys				
	Girls				

<u>Rifle (coed)</u>		3,754	3,874	3,998	4,118
<u>Tennis</u>					
Varsity	Boys	3,754	3,874	3,998	4,118
	Girls	3,754	3,874	3,998	4,118
Middle School	Boys				
	Girls				
<u>Group 4</u>					
<u>Cheerleading</u>					
Varsity	Fall	3,130	3,230	3,334	3,434
	Winter				
Jr. Varsity (2)		2,190	2,260	2,332	2,402
<u>Bowling (coed)</u>		3,130	3,230	3,334	3,434
<u>Golf (coed)</u>		3,130	3,230	3,334	3,434
<u>Kickline</u>					
Varsity	Fall	3,130	3,230	3,334	3,434
	Winter				
Middle School (2)					
<u>Group 5</u>					
Timer					
Varsity Football		394	406	419	432
Basket. Scorer	Boys V/JV	1,233	1,272	1,313	1,352
	Girls V/JV				
Basket. Timer	Boys V/JV	725	748	772	795
	Girls V/JV				
Wrest. Timer		446	460	475	489
Intramural (90 min. session)		44	46	47	48
Post Season		95	98	101	104
Football videographer					

**Equipment  
manager**