

AGREEMENT

Between

THE CHIEF EXECUTIVE OFFICER

of the

NEW LEBANON CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION

And the

NEW LEBANON CENTRAL SCHOOL  
TEACHERS' ASSOCIATION

July 1, 2015 to June 30, 2019

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**PREAMBLE**

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

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**CIVIL SERVICE LAW – STATE OF NEW YORK**

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

**ARTICLE I**  
**RECOGNITION**

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

**ARTICLE II**  
**NEGOTIATION PROCEDURES**

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

**ARTICLE III**  
**DUES DEDUCTION**

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

DESIGNATION AND PAYROLL DEDUCUTION AUTHORIZATION

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(Print) Last Name	First	Initial	Building
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Address

To: Board of Education of New Lebanon Central School

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

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Employee Signature

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Date

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

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

A. Definitions

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

B. Purpose

1. Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the working conditions of teachers, as set forth in this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this agreement. In any case, the Association shall be notified of the grievance and be given the opportunity to be present at such adjustment and to state its views.

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

D. Procedure – Stages

1. Level One

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

2. Level Two

- (a) If the grievant chooses to appeal the disposition of his/her grievance at Level One, or if a decision has not been rendered within five (5) school days after presentation of the grievance, it may be submitted in writing to the Superintendent within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner.
- (b) Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant or his/her representative in an effort to resolve the grievance.

3. Level Three

- (a) If the grievant chooses to appeal the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent and the grievance involves a question concerning the interpretation, or meaning of the Agreement, the Grievance committee may refer it to the Board. Within seven (7) school days after receiving written grievance, (or such longer time as may be mutually agreed upon), the Board will meet with the grievant or his/her representative for the purpose of resolving the grievance; provided, however, that the Board may designate a Committee of its members to hear the grievance and report thereon to the Board, which shall then act on such report.
- (b) Within ten (10) school days after the conclusion of the meeting, the Board of Education shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the grievant and the Association.

4. Level Four

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

E. Rights of Teachers to Representation

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

F. Miscellaneous

1. If, in the judgment, of the Grievance committee, a grievance affects a group or class of teachers, the Grievance committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. In such a group or class grievance, the Grievance committee shall have the same status as a grievant.
2. Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and the Chairman of the Grievance committee.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

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

**ARTICLE V**  
**TEACHER ASSIGNMENT**

- A. Building principals will notify teachers of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, prior to the end of the school year. If the District requires any changes to be made after the end of the school year, a consultation with the teacher(s) involved, the Association President or their representative and the Building Principal will be held to discuss ways of dealing with such proposed changes. Any changes made after the end of the school year will be made with the consultation of the teacher involved unless the Board of Education reduces the number of teaching positions prior to the end of the school year. Teacher assignment will further be changed after July 1 only to the extent necessitated by such reduction.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

**ARTICLE VI**  
**NEWLY EMPLOYED PERSONNEL, VOLUNTARY TRANSFERS, REASSIGNMENTS**

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

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

**ARTICLE VII**  
**TEACHERS' RIGHTS AND PROTECTION**

- A. Teachers shall not transport students except in the event of extenuating circumstances and authorized by the Administration. In the event that a teacher does transport a student within the above conditions, the Board will provide the teacher with liability insurance coverage with maximum limits as heretofore purchased by the Board.
- B. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities. The Association agrees that there shall be no discrimination by the Association or its members against any person represented for refraining in union activity.
- C. The Board shall provide legal counsel for all teachers in accordance with New York State Law.
- D. The District shall reimburse any teacher for damage or destruction of personal property owned by the teacher and not otherwise covered by insurance provided:
  - 1. The damage or destruction occurs as a result of and within the performance of the teacher's duties; and
  - 2. The District's total reimbursement to any one teacher shall not exceed \$850.00 for each occurrence.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

- A. Sabbatical Leave
  - 1. A teacher, after serving seven (7) years in the New Lebanon Central School District, will be eligible for a sabbatical leave of up to one (1) year at not less than one-half pay, and a teacher having served fourteen (14) years in the District will be eligible for a sabbatical leave of one (1) year at 75% of full pay. Only one (1) teacher will be granted sabbatical leave each year, provided that the Superintendent and the Board of Education approve the purpose of the leave.
  - 2. Sabbatical Leave may be granted for the following purposes:
    - a. study
    - b. travel or
    - c. research or
    - d. writingprovided that, in the opinion of the Board of Education, such a course of activity would be mutually beneficial to the teacher and the school.
  - 3. Teachers shall be given credit toward salary increment while on sabbatical leave.
  - 4. Applications must be submitted in writing to the Superintendent no later than December 1 of the school year preceding the school year the sabbatical leave would commence. Permission, if granted, must be given in writing no later than February 1 prior to the date the leave would

commence and the teacher must notify the Superintendent of his/her decision no later than April 1.

5. Salary payments will coincide with regular faculty pay periods during the sabbatical year.
6. A teacher who is granted a sabbatical leave will return to teach in the District for a period at least twice the length of the sabbatical leave granted to him/her or refund the stipend paid to him/her during this leave.
7. A teacher on sabbatical leave shall not be entitled to use accumulated sick leave, nor shall the District pay group health or dental insurance premiums for such teacher. However, the teacher shall be allowed to participate in the District's group health and group dental insurance plans at his/her or her own expense.
8. The decision of the Board of Education to grant or deny the request for sabbatical leave of absence shall be final and binding on all parties.

B. Personal Leave

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

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

Personal leave will be granted upon request for the following:

- a. Legal Matters: house closing, income tax hearing, court appearances, probate proceedings, obtaining licenses.
- b. Funerals: attendance at funeral service of a person, the nature of whose prior relationship to the employee warrants such attendance.
- c. Ceremonies: graduation of a spouse or child, day of wedding, participation in religious ceremonies, honors and award ceremonies involving the employee or immediate family.
- d. Education: required educational examinations, attending educational meetings, required parental visits by parents to college, professional advancement.
- e. Medical Appointments: when such appointments cannot be made outside the school day.

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

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

4. Bereavement: due to the death of a member of the immediate family defined as spouse, children, step children, mother, step mother, father, step father, mother-in-law, father-in-law, brothers, step brothers, sisters, step sisters, brothers-in-law, sisters-in-law, grandmother, grandfather, step grandmother, step grandfather, grandchildren and step grandchildren. Up to three (3) days of non-cumulative bereavement leave shall be granted upon request. An extension beyond the three (3) days may be granted by the Superintendent should a unique circumstance be involved, such as distance. Such extension days shall be deducted from the individual's sick leave accumulation.

C. Sick Leave

1. Each teacher shall have ten (10) sick leave days per year for personal or family sickness or medical appointments. The ten (10) days shall be cumulative to a maximum of 220 days.
2. A sick leave bank shall be created through individual teacher contribution as set forth below:

General

- a. Teachers electing to participate in such sick leave bank shall contribute two (2) days of their individual sick leave. Those employed less than full time will withdraw according to their full time equivalency. All teachers, excluding substitute teachers, shall be eligible to participate, but those teachers not electing to contribute shall not be eligible to draw from the bank.
- b. The bank shall be administered by a committee of four (4) persons; two (2) chosen by the Association, the requesting teacher's building principal, and one (1) person appointed by the Superintendent.
  - (1) The decision of the committee shall be final and binding upon the teacher and the District.
  - (2) In the case of a tie vote of the committee, the final decision will be made by the Board of Education and the board's decision shall be final and binding upon the teacher and the District.
- c. Withdrawals of days from the sick leave bank shall be limited to members whose personal health condition requires absence beyond their accumulated sick leave time.
  - (1) No such sick leave bank use shall be made for the following:
    - (a) cosmetic surgery unrelated to an illness or accident
  - (2) Approved withdrawals will be retroactive to the day that the teacher's own sick leave has been completely used.
- d. The number of sick leave days which may accumulate in the sick leave bank shall be unlimited. Once a teacher has accumulated the maximum number of days allowed pursuant to Article VIII(c)(1), (s)he may voluntarily elect to contribute any or all of his/her days which remain unused at the end of each school year to the sick leave bank.
- e. No participating teacher may withdraw more than fifty (50) days from the sick leave bank in any one school year, unless, by unanimous vote of the committee, the maximum is increased due to the nature of the illness.
- f. The bank shall be replenished when the number of accumulated days has been depleted to 250 days, but not more than once per school year.
- g. The Association shall submit to the business manager a list of teachers and the number of days each will contribute to the replenishment of the sick leave bank.

Procedure To Join the Sick Leave Bank

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

Information on Withdrawals from the Sick Leave Bank

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

Termination of Membership

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

Effective July 1, 2011 and thereafter:

31 – 50 days accumulation	\$25/day
51 – 120 days accumulation	\$25/day
121 – 220 days accumulation	\$40/day

The maximum payment based on the above schedule shall be: \$6250.

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

D. Parental Leave of Absence

- 1. An unpaid leave of absence shall be granted a teacher for the purpose of child rearing as follows:
  - a. A teacher shall be entitled, upon request, to a one (1) year leave for the birth of a child or, after taking custody for adoption purposes, of an child who is less than five (5) years old. Said teacher shall notify the Chief School Officer in writing of intent to take such leave,

and, except in case of emergency shall give such notice at least thirty (30) days prior to the date on which said leave is to begin. The District will grant an additional one (1) year leave if the request is made by the teacher in writing to the Chief School Officer no later than sixty (60) days before the expiration of the initial one (1) year leave.

- b. An individual shall be limited to a maximum of two (2) consecutive years. To be eligible for a subsequent parental leave, the teacher must return to employment for a minimum of one (1) semester.
- E. No person on any leave of absence shall be entitled to use accumulated sick leave, nor shall the District pay group health insurance premiums for such teacher, but the teacher shall be allowed to participate in the District's group health insurance plan at his or her own expense.
- F. Jury Duty  
All teaching employees shall be granted a paid leave when required to report to jury duty provided they show evidence of such duty.
- G. The New Lebanon Teachers' Association President or his/her designee shall be granted a maximum of three (3) days paid leave per year to participate in regional or state union business. Additional time may be granted by the building principal or superintendent at the NLTA president's request.
- H.
  1. Upon the expiration of any leave, a teacher shall be returned to a position within his/her own tenure area, unless staff reductions have been made and the teacher lacks the seniority to return. Said return shall be at the beginning of a semester unless by mutual agreement.
  2. A teacher on a leave who is employed for more than ninety (90) instructional days during the period September 1 to June 30 in the school year of his/her leave, shall receive one full school year of credit for purpose of salary advancement and sick leave accumulation.
  3. The Board has the exclusive discretion to grant an unpaid professional growth leave of absence to any faculty member for the purpose of enhancing and expanding the member's knowledge and experience in the areas of curriculum and instruction. Such leaves may be granted for a full year and may be renewable for an additional year upon Board approval. An employee who is granted this leave will continue to accrue seniority in his/her respective tenure area during the period of leave.

## **ARTICLE IX** **STUDENT DISCIPLINE**

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

**ARTICLE X**  
**TEACHER EMPLOYMENT**

- A. Upon initial employment, a teacher's previous service or experience in public schools, private schools or Teach for America shall be credited, on a one-year for one-year basis, for purposes of placement on the salary schedule. Active military or Peace Corps service shall be credited up to two years for purposes of placement on the salary schedule.

**ARTICLE XI**  
**COMPENSATION**

- A. 1. The parties agree to the following salary package:
- |           |   |
|-----------|---|
| 2015-2016 | 3.77% inclusive of experience increment |
| 2016-2017 | 3.74% inclusive of experience increment |
| 2017-2018 | 3.95% inclusive of experience increment |
| 2018-2019 | 3.92% inclusive of experience increment |
2. Teachers shall be compensated in accordance with the attached schedules for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Allocations and establishment of new salary schedule will be the mutual responsibility of the Association and the District.
- B. For teachers appointed on or after June 1, 1998, Article X (A) alone shall govern his/her placement on the salary schedule.
- C. Teachers shall be compensated for graduate and/or in-service hours completed after employment in the manner below. Fifteen (15) in-service hours will constitute 1 credit hour.
1. A salary adjustment will be made upon successful completion (C grade or better) of each credit for courses commenced and completed after September 1965 which fulfill the following requirements.
- a. credit in courses leading directly to a graduate degree in the teacher's subject field or
  - b. credit in courses leading to permanent certification, or
  - c. credit for in-service courses; and credit for courses which reasonably broaden the intellectual document of individual teachers, provided such courses have been approved in advance by the Superintendent.
2. The salary adjustment will be made upon completion of a credit bearing course or in-service course as of September of the school year succeeding completion of these courses at the following rates:
- a. courses completed prior to June 30, 1977 - \$16 per credit hour
  - b. courses completed after July 1, 1977 - \$18 per credit hour
  - c. courses completed after July 1, 1978 - \$20 per credit hour
  - d. courses completed after July 1, 1990 - \$35 per credit hour

- e. courses completed after July 1, 1998 - \$50 per credit hour
  - f. courses completed after July 1, 2000 - \$55 per credit hour
  - g. courses completed after July 1, 2009 \$60 per credit hour
- D. Teachers shall not be compensated for graduate and/or in-service hours completed prior to the first day of employment. Such hours shall be counted without pay, toward meeting salary schedule requirements above the Bachelor's Degree.
- E. The District shall bear the cost of in-service education for courses taken after July 1, 2001. Course attendance shall receive prior approval by the Superintendent. Participants will receive no compensation for in-service course attendance when the course is paid for by the District or the time used to attend the course is district time.
- F. Longevity increments will be \$750.00 at the end of 20 years and subsequent years through the 24<sup>th</sup> year and \$1500 at the end of 25 years through the end of employment.
- G. The District will reimburse teachers required to travel between buildings at the IRS approved rate per mile for the year in which travel occurred, provided that no District owned vehicle is available for use.
- H. Curriculum Development: Curriculum development work that occurs outside the contractual work day shall be compensated at an hourly rate based upon 2/3 of 1/200 divided by 6 of step 14.

Example:

<u>For work in the year of 2015</u>	
2015-2016 Salary	\$60,103.00
1/200 <sup>th</sup>	\$ 300.52 (daily rate)
2/3 <sup>rds</sup>	\$ 200.34 (summer daily rate)
1/6 <sup>th</sup>	\$ 33.39 (hourly rate)

- I. 1. In the year a unit member has or will have a minimum of 15 years of district service at the time of retirement; and is or will be a minimum of 55 years old; and in the first year in which the member is eligible to retire without penalty, (unless a member elects to retire early with penalty), he/she may tender an irrevocable letter of resignation for the purpose of retirement. Such letter shall be submitted no later than ninety (90) days prior to the effective date of retirement. The unit member will receive a bonus equal to fifty percent (50%) of his/her last full year's contract salary. The member will have the option of receiving the bonus as a lump sum or divided into three consecutive yearly payments payable on the first pay period of July following their date of retirement.
2. Members meeting the above criteria between July 1 and September 1 may submit their retirement letter effective the day following when they first become eligible with the first payment being the first pay period in October.
- J. The District will compensate a teacher for teaching an in-service course that is provided for District staff and is approved by the Superintendent and is conducted outside the contractual school day hours at a rate of \$40.00 per hour. Any preparation that is required is included in this rate and is not additionally reimbursable. If the in-service is offered during the school day, the

preparation time will be compensated at the following rate: For 1-3 hour in-service: \$40 and for 3-6 hour in-service \$80.

- K. Upon successful completion of the National Certification Program, a staff member will be paid an annual payment of \$850. The first payment will be made the school year after certification is received. Payment will continue as long as National Board Certification is maintained and the teacher is employed by the District.

**ARTICLE XII**  
**EXTRA-CURRICULAR DUTIES AND ASSIGNMENTS**

- A. Whenever possible, extra-curricular duties will be assigned in such a way to distribute these duties evenly among members of the faculty.
- B. Extra-curricular activities (clubs/intramurals) are considered a valuable part of the program of the school and will be compensated in the following manner, when offered:

<b>Category</b>	<b>Hours</b>	<b>Stipend</b>
I	25-50	\$600
II	51-75	\$950
III	76-100	\$1200
IV	101-125	\$1500
V	126-150	\$1800
VI	150+	\$2100

A new extra-curricular activity, or an activity that was not in viable operation within the past two years, needs to be successfully operated for a school year, following appointment by the Board of Education, before the teacher is eligible for a stipend. The stipend will be determined by the Superintendent, after consultation with the President of the NLTA and the club advisor. The compensation category will be selected after comparison with existing clubs' compensation, taking into account the following factors: number of fundraising events, number of student participants, number of meetings per month, percentage of evening/weekend meetings, and travel or performance responsibilities. The advisor of the new extra-curricular activity will provide information on these factors to the Superintendent for his or her review. The same process would be employed if an advisor or administration felt that the stipend for an existing club no longer reflected these criteria.

B1. Club's advisors are appointed on an annual basis and have been compensated in the following manner:

<b><u>Club examples</u></b>	<b><u>Stipend Category</u></b>
Choir (JSHS)	V
Yearbook	IV
Travel Club (Fundraising)	IV
Future Cities	IV
Continuing Ed. Coordinator	IV
Band (JSHS)	IV
Spirit Club	III
Drama, on stage	III
Appetites Anonymous	III

Travel Club (Activities)	II
Technology Club JSHS	II
Drama, backstage	II
Cheerleading	II
Technology WBH	I
Student Council (JSHS)	I
Spanish Club	I
SADD	I
National Honor Society	I
Game Club WBH	I
Environmental Club	I

B2. Class Advisors will be appointed on an annual basis and will be compensated in the following manner:

<u>Class Advisor</u>	<u>2015-2019</u>
6	\$610
7	\$637
8	\$637
9	\$731
10	\$731
11	\$822
12	\$1,008

B3. Athletic Coaches will be appointed on an annual basis and will be compensated in the following manner:

<u>Coach</u>	<u>2015-2019</u>
Modified	\$2,000
JV	\$2,100
Varsity	\$2,500

Should the District combine Junior High and Junior Varsity teams to form a Modified team, the coach will be paid in accordance with the Junior Varsity compensation.

B4. Curriculum Coordinators are appointed on an annual basis and will be compensated in the following manner:

<u>2015-2019</u>
\$1,000

B5. Teachers appointed to mentor a new teacher will receive the following compensation per protégé(e):

<u>2015-2019</u>
\$1,150

C. Compensation for other activities or duties not set forth above may be paid by the District as it deems advisable after consultation with the President of the NLTA.

D. A qualified member of the bargaining unit shall be given a preference should (s)he apply for one of the foregoing position listed in this Article. The District shall determine whether a given applicant is qualified and meets the District standards. Where the District determines that a member of the bargaining

unit who applies for such a position is not qualified or if no bargaining unit members apply, the District may appoint a person who is not a member of the bargaining unit. Each appointment to one of the foregoing positions shall expire on June 30 of each year. Once appointed to one of the foregoing positions listed in the Article, the appointee, whether (s)he be a bargaining unit member or a non-bargaining unit member, shall have a preference over all other applicants.

### **ARTICLE XIII** **TEACHING FACILITIES**

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

### **ARTICLE XIV** **TEACHER AIDES**

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

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

### **ARTICLE XV** **TEACHER LOAD**

- A. The Secondary Day
  - 1. Rotating Schedule
    - a. The school day shall have eight (8) rotating sets, six (6) of the eight (8) sets meeting each day.
    - b. Each teacher shall have a minimum of six (6) preparation periods within the four (4) day cycle, with the exception of physical education teachers who will have a minimum of one (1) preparation period per day. No teacher shall be assigned more than six (6) sets in the eight (8) set cycle without a teacher's consent.

- c. Duties assigned during an extra assignment set shall be equitably distributed among all teachers.
- d. If a teacher agrees to accept or is assigned a seventh assignment set, that teacher shall be compensated at the rate of an additional one-sixth of his/her annual salary.
- e. A teacher shall not have more than three (3) teaching preparations except in cases of extenuating circumstances. Any teacher with more than three (3) teaching preparations will be assigned as few extra duties as possible.
- f. Each teacher shall have one (1) duty free lunch period as long as the students' lunch period but not less than 30 minutes in length.

2. Traditional Schedule

- a. The school day shall have eight (8) sets, each set no less than forty (40) minutes.
- b. Each teacher shall have a minimum of two (2) planning sets per day, with the exception of physical education teachers who will have a minimum of one (1) planning period per day. No teacher shall be assigned more than six (6) sets per day without the teacher's consent.
- c. Duties assigned during an extra assignment set shall be equitably distributed among all teachers.
- d. If a teacher agrees to accept or is assigned a seventh assignment set, that teacher shall be compensated at the rate of an additional one-sixth of his or her annual salary.
- e. A teacher shall not have more than three (3) teaching preparations except in cases of extenuating circumstances. Any teacher with more than three (3) teaching preparations will be assigned as few extra duties as possible.
- f. Each teacher shall have one (1) duty free lunch period as long as the students' lunch period but not less than 30 minutes in length.
- g. A change, from a rotating schedule to a traditional schedule or from a traditional schedule to a rotating schedule, shall not be made by the principal without consultation with the entire faculty.

B. Elementary School Day

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

- C. Class Size
  - 1. Insofar as is practicable, students will not be assigned to any classroom in excess of the student facilities or teaching stations available. Room assignments will be made with regard to safety, health and physical comfort of students.
- D. Effective July 1, 2001, teachers may be assigned bus duty within the school day. Such assignments will be made on an equitable basis and approved by the Principal based upon a schedule developed in consultation with an Association representative.

**ARTICLE XVI**  
**TEACHER-ADMINISTRATION LIAISON**

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

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

Such meetings may be canceled or adjourned by mutual consent.

**ARTICLE XVII**  
**WORK YEAR, SCHOOL DAY AND SCHOOL CALENDAR**

- A. The Association president(s) will receive a copy of the draft calendar at least one week prior to its placement on the agenda for adoption by the Board of Education. The association may submit recommendations concerning the following year's school calendar to the Superintendent.
- B. The teacher work year shall consist of no more than 185 work days between September 1 and June 30 of each school year, as assigned by the District. No more than 180 of such days shall be student contact days, unless a greater number of student contact days is required by external law, rule or regulation. No more than five (5) days shall be Superintendent Conference days.
- C. The regular teachers' work day shall be no longer than 7 hours in duration, as determined by the District, inclusive of a duty free lunch period. No teacher shall leave the school building to which (s)he is assigned at the end of the work day until all the regular school buses have left school grounds or with principal permission.
- D. All unit members are expected to be available during the school day. The work day will be no longer than 7 consecutive hours in duration. The school day hours for each building will be set by the Board of Education at the July reorganization meeting and may begin no earlier than 7:20 and end no later than 3:35. Members will be notified in writing of the proposed school day item on the July reorganization meeting school board agenda prior to the end of the school year. Final notification of the school day will be provided to members by district email and U.S. mail by the end of the week of the reorganization meeting. If, in order to provide a unique course or meet unique student needs, an individual teacher's schedule must be adjusted, that teacher's day may begin no earlier than 7:20 and end no later than 3:35. That teacher will be notified of the proposed adjusted schedule prior to the end of the school year. Final notification will occur in writing through email and U.S. mail.

**ARTICLE XVIII**  
**REQUISITIONS**

Notice of the requisitions that will be submitted shall be provided to teachers by the principal before the end of the school year.

**ARTICLE XIX**  
**HEALTH AND DENTAL INSURANCE**

A. Health and Dental Insurance:

1. The District shall provide bargaining unit members whose Full Time Equivalency (FTE) is .5 or more with health insurance coverage which is equal to or better than the coverage which was in effect on June 30, 2004. The District shall select the health insurance plan by which the coverage is to be provided. This District selected health insurance plan shall be known as the “principle health plan.”
  - a. Effective July 1, 2015, all active employees will be covered under the District’s principle health plan. The District shall provide health insurance coverage and attendant benefits through Blue Shield of Northeastern New York PPO-815. This plan shall provide benefits equal to or better than the NLCSD Participating Provider Organization (PPO) and prescription plan in effect as of June 30, 2004.
  - b. Effective September 1, 2004, except for the specific employees previously identified by the parties and listed in a separate memorandum of agreement, all active employees will be covered under the new principal health plan. This plan shall provide benefits equal to or better than the NLCSD Participating Provider Organization (PPO) in effect as of June 30, 2004
  - c. Members of the bargaining unit who are married to each other shall be eligible for one two-person or one family plan. Each spouse may elect to hold an individual plan in which case they would not be eligible for any other plan or the cash benefit payment.
  - d. Prescription Drugs: As of July 1, 2011, all active employees will be responsible for the following:
    - Employed prior to September 1, 2004:
      - PPO 815(\$25 co pay) with ESI Prescriptions (\$5/\$20/\$35 Retail: \$0 Mail)
    - Employed on or after September 1, 2004:
      - PPO 815 (\$25 co pay) with ESI Prescriptions (\$5/\$20/\$35 Retail: 2 co pay by Mail for a 90-day supply.)
2. The District shall provide bargaining unit members whose Full Time Equivalency (FTE) is .5 or more with dental insurance coverage which is equal to or better than the coverage which was in effect on June 30, 1991. The District shall select the dental insurance plan by which the coverage is to be provided. This District selected dental insurance plan shall be known as the “principle dental plan.”
3. Effective July 1, 2015 through June 30, 2019, for bargaining unit members eligible for health and dental insurance coverage as provided above, the District shall pay 86% of the cost of premiums for either an individual, two person or family health and/or dental plan (as appropriate to the bargaining unit member’s family situation).

4. If one or more other insurance plans are offered in addition to the principal plans, the District will not be obligated to make a greater premium contribution on behalf of any bargaining unit member electing coverage under such other plan than it would on behalf of such bargaining unit member had that bargaining unit member elected the principal plan. Each employee who elects to participate in such other insurance plan shall pay that part of the premium cost of such plan not contributed by the District.
5. The District shall establish a flexible premium plan pursuant to the IRS Section 125 regulations. Such plan shall be administered by a third party mutually selected and its operating procedures shall be jointly determined by the parties. This “cafeteria” plan may be utilized for insurance premium payments and contributions for dependent care, and unreimbursed medical expenses.
6. Dental insurance benefits shall be limited to the terms of the policy and shall be governed by the insurance carrier in accordance with the benefits contained within the policy.

B. Retirees

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

C. Health Insurance Buy-Out

1. Any member of the bargaining unit may elect to receive a “cash benefit” instead of health insurance coverage provided for in this Article. The member must elect the cash benefit in writing, which must be submitted to the Superintendent on or before May 15 of each school year for the election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election no later than September 1. No election of the cash benefit will be valid unless accompanied by proof of non-District health insurance coverage.

2. The amount of the “cash benefit” to be paid by the District to a bargaining unit member who elects the benefit shall be as follows:

Number of Members Electing Buyout	Single	Family
0-9	\$700	\$1400
10-13	\$1500	\$3000
14-up	\$2500	\$5000

The cash benefit, once determined, shall be prorated over the remaining number of pay periods for the appropriate school year.

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

**ARTICLE XX**  
**PART-TIME AND SUBSTITUTE TEACHERS**

A. Part-Time Teachers

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

1. Ten (10) days sick leave per year. The length of a sick day is equivalent to the length of that part-time teacher’s work day.
2. Personal leave in accordance with Article VIII(B). The length of a personal day is equivalent to the length of that part-time teacher’s work day.
3. Salary readjustment per year in proportion to their teaching schedule.

B. Substitute Teachers

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

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

## ARTICLE XXI TEACHER EVALUATIONS

### A. Teacher Evaluation

- The approved evaluation rubric for teachers is Marzano’s Casual Teacher Evaluation Model. The existing 2009 evaluation tools will remain in place for the following personnel: pre-kindergarten teachers, pupil personnel services including school psychologist and school counselor, and for long term substitute teachers.
- For the most part formal observations/evaluations are unannounced events that are in excess of twenty minutes in duration.
- All formal observations shall be reduced to writing.
- A minimum of fifteen school days must elapse before additional observations by the same administrator can occur.
- No more than two observations to occur within a ten (10) school day period may be counted towards the summative evaluation.
- Informal observations may vary in duration from 3-20 minutes.
- If a teacher receives a rating of either developing or beginning, then the evaluator shall have the responsibility to explain the reasoning for the rating and /or make specific recommendations in writing to improve the teacher’s performance. The teacher and observer will discuss the observation or evaluation and will work cooperatively towards performance improvements in areas indicated in compliance with the NY Commissioner’s Regulation 100.26 (o), Annual Professional Performance Review (APPR).
- Nothing contained herein shall preclude the District from conducting additional classroom observations of any given teacher (i.e. more than six for probationary or more than two for tenured teacher).
- If a teacher is concerned in February that their overall rating may be less than effective, the teacher may request additional formal observations by the end of February. The administrator will conduct at least one (1) additional formal observation.
- Prior to June 15<sup>th</sup> of each year, each teacher shall receive a written summative evaluation based on the key areas outlined in the APPR. The rating for the 60 point category must be provided to the educator by June 15. The rating for the 20 points for the local assessment must be provided to the educator by the end of the school year (June 30). The summative evaluation incorporating the growth assessment rating must be completed by September 1 of the school year. By no later than the last day of school in June, the teacher and administrator will meet for a follow-up conference.

### Tenured Teachers

- A minimum of two observation/evaluations prior to June 1<sup>st</sup> (one formal, one informal).
- Observations for tenured teachers will constitute 31 out of 60 points.

- For tenured teachers, the evaluator shall be required to produce and share a draft of the written evaluation on iObservation or in writing within five (5) school days of the observation.
- The teacher or administrator shall have the right to a follow-up conference to be held within ten (10) school days of the observation, but after the observation has been shared.
- The draft may be finalized at any point past fifteen (15) days following the observation.
- The draft may be finalized at any point following the post observation conference in agreed to by both the teacher and the evaluator.
- iObservation is software that will be used to facilitate the communication between the teacher and observer.

#### Probationary/Non-Tenured Teachers

- A minimum of six observations/evaluations prior to May 1<sup>st</sup>. In the last year of probation, the six (6) observations/evaluations will be prior to April 1<sup>st</sup>. (3 formal, 3 informal)
- Observations for probationary teachers will constitute 50 out of 60 points.
- In the case of non-tenured teachers, one of the three required formal observations/evaluations is announced and requires a pre-observation conference.
- For probationary teachers, the evaluator shall be required to produce and share a draft of the written reevaluation on iObservation or in writing within five (5) school days of the observation.
- Probationary teachers and the evaluator shall be required to meet for a post observation conference within ten (10) days of the observation.
- The post observation conference will occur after the draft has been shared with the teacher.
- The draft may be finalized at any point past fifteen (15) days following the observation.
- The draft may be finalized at any point following the post observation conference if agreed to by both the teacher and the evaluator.

#### Activities towards the 60 points

- Probationary teacher:
  - 50 out of 60 points from observations (Domain 1)
  - 10 out of 60 points other activities (Domains 2,3,4)
- Tenured teacher:
  - 31 out of 60 points from observations (Domain 1)
  - 29 out of 60 points other activities (Domains 2,3,4)
- The other points are achieved through a variety of means and are connected to Domain 2,3,4 of the evaluation rubric.
- The following is a list of possible activities. Certain activities can be rated multiple times throughout the school year if there are multiple occurrences.
  - Course work above master and relevant to what you teach.
  - National Board Certification work or other national certificates (working towards or recertification).
  - Portfolio-teacher artifacts- in tenure year only.
  - Professional development (outside school day)
  - Teacher project (theme, has an end product)
  - Committee work/Curriculum Coordinator
  - Peer observation (credit for both observer and observed)
  - Mentoring
  - Book study or Professional Learning Community activity

- Professional reading (reading needs to be identified with an outcome), depends on quantity and complexity of outcome/evidence/product (i.e.CEU's, written reflection, staff presentation).
- Class advisors and Club advisors
- Coaching

B. Teacher Personnel Files

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

B. Suspension of Teacher Shall Follow This Procedure:

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

**ARTICLE XXII**  
**POSTING OF VACANCIES**

A. Notice of and Application for Vacancies

1. From time to time during each school year, and as they become known, there shall be posted on all faculty bulletin boards in all school buildings a list of new positions and vacancies, including but not limited to teaching, promotional, extra pay and extra-curricular positions. A description of and the qualifications for the position, including the term of duty, other duties and salary shall be available at the office of the District Clerk.
2. In the case of vacancies occurring during the summer vacation, the notice thereof shall be posted in the administration offices of the New Lebanon Central School District and a copy thereof shall be sent to the Association.
3. Any teachers who desire to apply for any such vacancy shall submit their applications in writing to the Chief School Officer within the time limit specified.
4. Unsuccessful applicants shall, upon request, be furnished with a written explanation as to why they did not receive the appointment.

B. New Positions

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

**ARTICLE XXIII**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the District which shall be deemed contrary to or inconsistent with its terms. The District agrees to take whatever action is necessary to establish the terms of this Agreement as policies of the School District. The District agrees to maintain its past policies which establish terms and conditions of employment, but which policies are not set forth in this Agreement, at the same level as they presently exist. The District shall, however, except as herein stated, have the right without prior consultation or approval from the Association, to establish, modify or repeal policies, regulations or Bylaws not expressly and specifically set forth herein, provided, however, that such establishment, modification or repeal does not alter terms and conditions of employment.
- C. Any individual arrangement, agreement or contract between the District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties, except as otherwise authorized in this Agreement.
- D. Non-resident children of full-time unit members may attend the District schools without payment of tuition. However, the child may be admitted to the K-12 program if and only if, in the judgment of the Superintendent of Schools:
- There is sufficient space to accommodate the student;
  - No increase in the size of faculty or staff will be necessary to accommodate the child;
  - The student seeks and is appropriate for placement within a currently provided district-based program.
- E. 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 valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- F. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board.

**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

This contract shall be effective as of July 1, 2015 and shall remain in effect through June 30, 2019.

FOR THE DISTRICT

FOR THE ASSOCIATION

\_\_\_\_\_  
Timothy Lambert  
New Lebanon Board of Education President

\_\_\_\_\_  
David Knudsen  
NLTA Co-President

\_\_\_\_\_  
Leslie Whitcomb  
Superintendent of School

\_\_\_\_\_  
Glenn Giumarra  
NLTA Chief Negotiator

Dated this \_\_\_\_\_ day of \_\_\_\_\_

## Salary Schedule

STEP	2015-16	2016-17	2017-18	2018-19
1	\$45,294	\$45,795	\$46,645	\$47,345
2	\$45,837	\$46,487	\$47,237	\$48,087
3	\$46,488	\$47,138	\$47,988	\$48,838
4	\$47,056	\$47,956	\$48,806	\$49,656
5	\$47,900	\$48,650	\$49,650	\$50,500
6	\$48,878	\$49,678	\$50,628	\$51,430
7	\$50,447	\$50,949	\$51,698	\$52,500
8	\$52,013	\$52,514	\$53,263	\$53,865
9	\$53,324	\$54,074	\$54,824	\$55,524
10	\$54,626	\$55,426	\$56,226	\$56,976
11	\$55,887	\$56,637	\$57,537	\$58,287
12	\$57,159	\$57,909	\$58,809	\$59,611
13	\$58,431	\$59,231	\$60,131	\$60,933
14	\$60,103	\$60,953	\$61,703	\$62,403
15	\$62,137	\$62,837	\$63,587	\$64,287
16	\$64,013	\$64,813	\$65,562	\$66,262
17	\$65,605	\$66,505	\$67,405	\$68,305
18	\$67,108	\$68,008	\$69,108	\$70,108
19	\$68,986	\$69,736	\$70,686	\$71,686
20	\$71,624	\$71,986	\$72,735	\$73,730

<b>Off Step Increase</b>	<b>\$2,700</b>	<b>\$2,675</b>	<b>\$3,200</b>	<b>\$3,200</b>
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A Physicians statement has been received

Request Denied: \_\_\_\_\_

District Representative

NLTA Representative

Reason for denied request:

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\_\_\_ copy to NLTA sick bank coordinator (K. Bove)

\_\_\_ copy to NLTA president (B. Vaillancourt)

\_\_\_ copy to respective NLTA building representative

\_\_\_ copy to district Payroll representative

\_\_\_ copy to requesting member

NEW LEBANON CENTRAL SCHOOL  
DISTRICT OFFICE  
14665 STATE ROUTE 22  
NEW LEBANON, NY 12125

SICK LEAVE BANK WAIVER FORM

To The Board of Education:

I hereby authorize you, according to the Sick Bank provision contained in the current contract, to deduct from my individual sick leave account two (2) days, to be credited to my name to the Sick Leave Bank.

I hereby waive all right and claim to said sick leave. This waiver allows my participation in the Sick Leave Bank according to the current contract between the New Lebanon Teachers' Association and the New Lebanon Board of Education.

This waiver shall be in full force until I leave the District or until withdrawn by notice to the Sick Leave Bank Committee. I fully understand that the sick days that I have contributed to the bank will remain in the bank until used by its members.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_

PLEASE USE ONE FORM FOR  
EACH COURSE REQUIRING  
APPROVAL

**REQUEST FOR PRIOR APPROVAL OF UNDERGRADUATE, GRADUATE AND IN-SERVICE CREDIT**

Unit members seeking remuneration for undergraduate, graduate courses or in-service credit courses should refer to their teacher employment agreement. Timely compensation for completed credit work requires that the Business Office receive transcripts for course work completed by September 30. In order to receive credit for salary purposes, in-service courses and the assignment of credits must receive prior approval of the Superintendent of Schools.

If, for any reason, the costs of such undergraduate, graduate, or in-service courses are reimbursed by the district from whatever funding source, the teacher will not receive in-service credit.

**REQUEST FOR PRIOR APPROVAL OF IN-SERVICE AND UNDERGRADUATE OR GRADUATE COURSES:**

Dates of Course/In-service: \_\_\_\_\_

In-Service/Course Title: \_\_\_\_\_

In-Service Provider/College: \_\_\_\_\_

Brief Description of Course: \_\_\_\_\_

Connection to your teaching responsibilities: \_\_\_\_\_

No. of college credit hours: \_\_\_\_\_ No. of in-service credit hours: \_\_\_\_\_

Reason if request was not submitted on time: \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

Approved by: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

November 4, 2008