

**NEGOTIATED AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
OF  
LAKE PLACID CENTRAL  
SCHOOL DISTRICT**

**And**

**LAKE PLACID EDUCATION  
ASSOCIATION  
NYSUT, AFT, AFL-CIO**

**July 1, 2017 – June 30, 2020**

Approved by the Board of Education 12-5-2017

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**ARTICLE I - RECOGNITION AND RESPONSIBILITIES**

The Lake Placid School District, having determined by payroll deduction that the Lake Placid Education Association is supported by a majority of the teachers, teaching assistants, Certified Therapists (PT and OT), Certified/Registered Therapy Assistants (COTA and RPTA), and Sign Language Interpreters in the unit consisting of all of the teaching personnel except the Superintendent, Building Principals, Assistant Principal, and the School Business Administrator/Treasurer, hereby recognizes the Lake Placid Education Association as the exclusive negotiating agent for the teachers and teaching assistants in such unit. The period of unchallenged representation status shall extend until seven months prior to the expiration of this Agreement, subject to the limitations of Section 208 of ARTICLE XIV of the Civil Service Law.

The Lake Placid School District shall not discriminate in any way against any bargaining unit member by reason of his or her membership in or participation in the activities of the unified Lake Placid Education Association or any other professional educational organization or in his or her exercise of rights granted under this Agreement .

For purposes of this Agreement:

FACULTY and FACULTY MEMBER shall be defined as all members of the bargaining unit.

TEACHER shall refer to those members of the bargaining unit whose employment and certification classification is that of a teacher.

TEACHING ASSISTANT shall refer to those members of the bargaining unit whose employment and certification classification is that of teaching assistant.

THERAPIST shall refer to those members of the bargaining unit whose employment and certification/license is that of a Physical Therapist or Occupational Therapist. Certified Therapy Assistant, Sign Language Interpreter and Certified Occupational Therapy Assistant refers to those members of the bargaining unit who hold said licenses and certifications. Therapists are specifically named for provisions in this contract that relate to their working conditions.

BUILDING PRINCIPAL shall refer to the Administrator, not in the bargaining unit, to whom the faculty member is directly responsible.

SUPERINTENDENT shall refer to the Chief School Officer .

**ARTICLE II - NEGOTIATION PROCEDURE**

- A. Upon written request of either party for a meeting to open negotiations for a successor agreement, a mutually acceptable meeting date shall be set not more than 15 days following such a request. In any given year, such request shall be made on or before January 5th. All initial issues proposed for discussion shall be submitted in writing by the party requesting reopening of negotiations. The second party shall submit, in writing to the representative of the first party, all additional issues upon which it wishes to negotiate no later than ten (10) days after the request to re-open has been made. All initial issues may be written in conceptual form. The parties shall exchange any additional proposed modifications, changes or new

proposals at the initial meeting. After this exchange, no new proposals may be added without the expressed consent of the other party. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties. Meetings shall not exceed four hours unless mutually agreed by the parties.

The designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. The parties agree that their representatives will have the authority to negotiate in good faith and to reach tentative agreements in the course of negotiations.

In the event of impasse, either party may request the Public Employment Relations Board to appoint a mediator and/or fact finder. Such mediation and fact finding will be governed by the provisions of Section 207 of the Civil Service Law.

- B. Neither party in negotiations shall have any control over the selection of the negotiating representatives of such other party and each party may select its representatives from within or outside the School District.
- C. Either party may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be born by the party requesting them.
- D. The parties agree that, under normal circumstances and prior to reaching an agreement to be submitted to the Board and the Association for ratification, or prior to the publication of a fact finder's report, the proceedings of the negotiations shall not be released to the public media unless such an issuance has the prior approval of both parties.
- E. When agreement is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a Memorandum of Understanding and submitted to the Association and the Board of Education for ratification. Following ratification by the parties, the terms of this Agreement shall become binding except that

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 III - GRIEVANCE PROCEDURE**

- A. Declaration of Policy:

In order to establish a more harmonious and cooperative relationship between faculty, administration and members of the Board of Education which will enhance the education program of the Lake Placid Central School, 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 faculty 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. Teachers shall mean any member of the bargaining unit.
2. Superintendent shall mean the Chief Administrator.
3. Immediate Supervisor shall mean the administrator, not in the bargaining unit, to whom the teacher is directly responsible (e.g. elementary school principal, high school principal or superintendent).
4. Representatives shall mean the person or persons designated by the aggrieved teacher as his or her counsel or to act on his or her behalf.
5. Days shall mean school days unless otherwise specified in the contract.
6. There shall be two types of grievance:

Type I Grievance shall mean any alleged violation, misinterpretation or inequitable applications of any existing laws, rules, regulations or policies which relate to or involve the teacher in the exercise of his or her duties. Such grievances are not arbitrable.

Type II Grievance shall mean any alleged violation, misinterpretation or inequitable application of the terms of this Agreement. Such grievances may be submitted to arbitration in accordance with Section D of this Article.

Grievance must be initiated within thirty five (35) days of the incident complained of in the grievance.

C. Basic Principles:

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. The teachers shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, recrimination or reprisal.
3. A teacher shall have the right to be represented in any stage of the procedures by a person or persons of his or her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such cases.
5. All hearings shall be confidential.

6. It shall be the responsibility of the Superintendent of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him or her and make a determination within the authority delegated to him or her within the terms specified in these procedures.
7. 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 or her assignment. They are not designed to be used for changing such rules or establishing new ones.
8. In the event a grievance is filed on or after June 1<sup>st</sup>, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced to limits mutually satisfactory so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.
9. The parties expressly agree that a unit member shall be precluded from utilizing the grievance procedure of this Collective Bargaining Agreement for any dispute relating to an individual's APPR score. Any dispute and/or disagreement related to an individual's APPR score shall be expressly limited to the appeals procedure as outlined in the APPR MOA (Appendix B) Nothing in this section will be interpreted as preventing the Association from filing a grievance on a mandatory topic of negotiation.

D. Procedures:

1. Informal Stage:

The aggrieved teacher shall orally present his or her potential grievance to his or her immediate supervisor who shall orally and informally discuss the matter with the aggrieved teacher. The teacher must state that this may be a grievance either at the time of the informal meeting or at some time prior to written filing.

2. Formal Stage:

- a. If the aggrieved party is not satisfied with the determination at the informal stage, he or she may submit it in writing, within sixty (60) school days from receipt of the administrative response to the informal grievance, to his or her immediate supervisor who shall respond in writing within five days.
- b. Within five days after a determination has been made at the preceding stage, the aggrieved teacher may make a written request to the Superintendent or the Superintendent's designee for review and determination. If the Superintendent designates a person to act in his or her behalf, he or she shall also delegate full authority to render a determination in his or her behalf.

- c. The Superintendent or the Superintendent's designee shall within five days notify the aggrieved teacher, immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to the Superintendent within five days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- d. At request of either party, the Superintendent or the Superintendent's designee shall notify all parties concerned of the case, of the time and place when a hearing shall be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within five days of receipt of the written statements pursuant to paragraph b.
- e. The Superintendent or the Superintendent's designee shall render his or her written determination within ten days after the written statements pursuant to paragraph c have been presented to him or her.

3. Board Stage:

The aggrieved teacher may, within five days of the final determination by the Chief Administrator, make a written request of the Board of Education for review and determination. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education will render a decision within twenty (20) days after receiving the request for review.

4. Request for Arbitration:

- a.. Within twenty (20) days of receipt of the Board's decision, the Association or the aggrieved teacher(s) may, by notice, request that the matter be submitted to arbitration.
- b. The Association may request that the American Arbitration Association submit a list of seven arbitrators. A copy of this request will be submitted to the chief administrator. The arbitrator will be selected by alternate striking of names from the list by the parties until one is designated as arbitrator.
- c. The arbitrator will limit his or her decision strictly to the application or interpretation of the provisions of this Agreement and he or she will be without power or authority to modify or amend it or to make a decision contrary to law. If the aggrieved is upheld and is found to have been improperly deprived of any professional advantage, the same shall be restored to him or her or its equivalent in money shall be paid to him or her. The arbitrator will render his or her decision in writing and set forth his or her findings and conclusions on the issues submitted.



The decision of the arbitrator, if made in accordance with his or her jurisdiction and authority, as defined herein, will be accepted as final by the parties to the dispute and both will abide by it.

- d. The cost of any arbitration under this Article will be divided equally between the Board and the Association.
- e. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- f. Nothing herein contained shall be deemed to prevent the Board from taking proceedings to dismiss a teacher under the provisions of the Education Law, provided however, that the Association will be given written notice of any such proceedings and the charges placed against the teacher.
- g. The time in which to render a determination or decision in any step or level herein may be extended for a period not to exceed five days on the written request of the person authorized to make such a decision or determination and further extension may be made by mutual agreement of the parties.
- h. Failure to appeal at any step or level within the times specified above shall be deemed an acceptance of the decision rendered at that step.

#### **ARTICLE IV - SCHOOL CALENDAR**

School days in excess of 182, not used for emergency closing, will be added to school vacations. Any days in excess of 182 will first be applied to the spring vacation period to insure a minimum of two (2) consecutive weeks and the balance of any such days may be utilized during the Memorial Day vacation schedule.

#### **ARTICLE V - TEACHER ASSIGNMENTS**

Faculty will be notified of their tentative programs for the coming year, the grades and/or subjects that they will teach and any special or unusual classes they will have under ordinary circumstances not later than June 15th. Faculty will also be notified of changes in proposed budget requisitions at this time. It is recognized that changes may be necessitated after that date as a result of emergencies or unforeseen circumstances. If such changes are necessitated, the administration will make every reasonable effort to notify faculty within ten days after the decision has been finalized.

In order to assure that pupils are taught by faculty working within their areas of competence, faculty will not be assigned, except temporarily, and for good cause, outside the scope of their teaching certificates and/or their major or minor fields, within the provisions of New York Education Law.

Faculty assignments will be made without regard to race, creed, color, religion, nationality, sex or marital status unless based upon bona fide occupational or educational requirements.

Any faculty whose position is to be terminated will be given written notice on or before June 30th.

#### **ARTICLE VI - ORIENTATION OF FACULTY**

- A. The first day of school shall be designated as Superintendent's Day for the entire faculty. Teachers will be provided with the opportunity to prepare for the opening of school. The Association will assist the administration in the organization of this Superintendent's Day.
- B. The district will make a good faith effort to refrain from assigning non-teaching duties to newly employed teachers during their first semester of employment.
- C. Each new probationary teacher in the Lake Placid School System, with two years or less teaching experience, will be assigned to an experienced mentor teacher for a minimum of their first year of service.
  - 1. The mentor will be selected by the Administration and the President of the Education Association.
  - 2. The mentor will act as a guide for the new faculty member during the first year of teaching and shall have the responsibilities detailed in the Lake Placid Central School Mentorship Program Plan. The Association and District will have joint responsibility for revising the Mentorship Program Plan.
  - 3. Teachers serving in the capacity of mentor will receive a stipend as reflected on the coordinators, sponsors, directors, and other extra service schedule.
- D. Each new teacher or teaching assistant in the Lake Placid School System, that does not qualify for the mentorship program, will be assigned to an experienced sponsor member.
  - 1. The sponsor will be selected by the Administration and the President of the Education Association.
  - 2. The sponsor will act as a guide for the new faculty member during the first year of teaching and shall have the following responsibilities:
    - a. Review school policy and procedure with the assigned faculty member.
    - b. Introduce the assigned faculty member to other staff members and help the assigned faculty member to become acquainted with the building.
    - c. Assist the assigned faculty member to acquaint him/her with the students assigned.

## **ARTICLE VII - FACILITIES AND NEW EDUCATIONAL PROGRAMS**

### **A. Facilities:**

The school shall have the following facilities, except where physically impossible. When the facilities become available, these conditions will be rectified.

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials will be maintained.
3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge.
4. A serviceable desk and chair at each teaching station for the use of teachers assigned there.
5. Each teacher will have at least one filing cabinet of three or more drawers or the equivalent.
6. For each teacher regularly assigned, a desk or other equivalent equipment for his or her personal use shall be provided as close to his or her teaching station as practicable; provided, however, that such desk or equivalent equipment may be temporarily used by the teacher using that particular teaching station for the purpose specified in sub-division 4.
7. Well lighted, clean restrooms for teachers with assurance of privacy.
8. Adequate parking for teachers.
9. Access to a phone where a private conversation may take place.
10. Free access to all equipment, including a serviceable, heavy-duty copier necessary for faculty members to carry on the teaching process in a timely and efficient manner.

### **B. New Educational Programs:**

1. In an effort to develop quality education, the Board of Education and administration will consult with the association before embarking on any new programs or methods. Nothing contained herein, however, shall be construed to restrict in any way the Board of Education from pursuing new and different educational concepts.
2. In the event that the District develops a Distance Learning program, the District will consult with the Association to develop and implement contract language related to this new educational opportunity before initiating the program.

- a. Effective July 1, 2014, the District may use a variety of Credit Recovery programs, including Distance Learning, which comply with the Commissioner's regulations for the purpose of summer school during the months of July and August.
- b. Effective July 1, 2014, the District may implement Distance Learning programs, including online and blended courses, that comply with the Commissioner's regulations. Faculty participating in Distance Learning programs will be on a voluntary basis. Distance Learning programs shall not be the reason for eliminating a staff member or for the reduction of a staff member from full –time employee to part-time employee, provided nothing herein shall limit the district from making cuts or program changes that result in layoffs because of other fiscal constraints.

**ARTICLE VIII - PERFORMANCE APPRAISAL**

Performance appraisals will adhere to mutually established and approved APPR agreements appended to this contract and reviewed annually.

To assure the employer maximum efficiency in faculty competency, each faculty member will be formally observed by the administrative staff.

A. Method of Observation:

- 1. Each formal observation will be followed by a performance appraisal and a conference between the observer and the faculty member being observed.
- 2. The written report of the formal observation is to be signed by both the administrator and the faculty member. The faculty member's signature will not indicate agreement or disagreement with the formal written observation. It only indicates that a conference was held and the faculty member has received a copy of the formal observation.

Example: "I have read the total document and have indicated any areas of agreement or disagreement."

- 3. All formal observations will take a full period or the major part of a period.
- 4. The Lake Placid Education Association will study various evaluation procedures designed for the improvement of instruction.
- 5. The instruments for evaluation are subject to review and development by a committee representing the LPEA and Administration, said committee to consist of two members of the LPEA and two Administrators. New evaluation procedures shall be ratified by the LPEA and Board of Education prior to being put in use.
- 6. All observations will be completed by the end of May. Each faculty member will have the opportunity to request additional observations.

B. Frequency of Observation of Teachers:

1. A probationary teacher will be formally observed and a Performance Appraisal completed a minimum of two (2) times during the school year. One (1) of these formal observations and appraisal will take place first semester, prior to Thanksgiving, and the other second semester, prior to May 1. In addition, a minimum of one (1) informal observation will take place during the school year.
  2. A tenured teacher will be formally observed and a Performance Appraisal completed a minimum of one (1) time during the school year. This formal observation and appraisal must occur no later than May 1.
- C. Frequency of Observation of Teaching Assistants:
1. A probationary teaching assistant will be formally observed and a Performance Appraisal completed a minimum of two (2) times during the school year. One (1) of these formal observations and appraisals will take place first semester, prior to Thanksgiving, and the other second semester, prior to May 1. In addition, a minimum of one (1) informal observation will take place during the school year.
  2. A tenured teaching assistant will be formally observed a minimum of one (1) time during the school year. This formal observation and appraisal must occur no later than May 1.

**ARTICLE IX - APPOINTMENT, DISMISSAL AND PROFESSIONAL STANDARDS**

- A. Any member of the teaching staff who is on probationary status and/or eligible for tenure appointment shall receive written notification of intent to recommend or not to recommend for continued appointment or tenure by at least twenty-two (22) working days prior to such recommendations and eligibility. Copies of these notifications will be forwarded to members of the Board of Education. Nothing herein shall be construed to mean that the District is relinquishing its right to terminate probationary appointment.
- B. Teachers employed on probation by the School District, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least thirty days prior to the Board meeting at which each recommendation is to be considered, be notified of such intent and of the date of the Board meeting at which it is to be considered. Such Board meeting shall be scheduled during the regular school year, not during the summer recess.
- C. Such teacher may, not later than twenty one days prior to such meeting, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished.
- D. Such teacher may file a written response to such statement with the District Clerk not later than seven days prior to the date of the Board meeting.

- E. No teacher will be reprimanded, disciplined, reduced in rank or denied consideration for any professional advantage without having full recourse to the Grievance Procedure.

#### **ARTICLE X - PERSONNEL FILES**

- A. A teacher shall have the right to review the contents of his or her personnel file during the normal school day.
- B. A teacher shall have the right to allow counsel or an association representative to accompany him or her at the time of reviewing personnel file contents.
- C. A teacher shall be allowed to make copies of any material in his or her personnel file.
- D. A teacher shall have the right to submit a written response or rebuttal to any or all materials placed in his or her personnel file. Normally, this response or rebuttal would be addressed to the Superintendent.

#### **ARTICLE XI - TEACHERS' ASSOCIATION**

- A. Dues Deduction:

The School District agrees to deduct from the salaries of faculty member's dues or agency fees for the Lake Placid Education Association, New York State United Teachers, and the American Federation of Teachers, and to transmit the monies after each deduction to the treasurer of the Association. The Association will be responsible for refunding the difference between the amount deducted for dues and the agency fee as determined by independent auditors.

The Lake Placid Education Association will certify to the Business Administration in writing, the current rate of its membership dues. If there is a change in the rate of its membership dues, the Association will give the School District thirty (30) days written notice prior to the effective date of such change.

Deductions referred to above will be made in nineteen (19) nearly equal bi-weekly installments starting with the first payroll in October.

Failure of the Association to properly notify the School District in accordance with the procedures outlined above prior to October 1st of the contractual year will relieve the School District of the responsibility for the dues deduction during the contractual year.

- B. Association Meetings:

The third Thursday of the month is reserved for the professional association meetings. Special meetings may be called at times approved by the Superintendent.

- C. Use of School Facilities:

The Association will have the right to use the school building without cost to the Association, at reasonable times and at no reduction in instructional time, upon approval of the Superintendent.

D. Association Leave:

. The Association will be granted up to five (5) days a school year for union business. Meetings called by the District or negotiations shall not count towards the five (5) days, Days will be decided by the Association.

**ARTICLE XII - PROFESSIONAL MEETINGS:**

Faculty are required to attend one professional meeting per month. Notice of these meetings will be given in advance and they will be held during an activity period if possible. Emergency meetings may be called from time to time at the discretion of the Principal and/or Superintendent and will not exceed one hour.

These monthly meetings may be general or building level meetings (elementary, middle, or high school) as scheduled by the administration. Faculty are expected to attend the building level meetings which are most appropriate to their instructional duties.

Committee meetings, group meetings, department meetings and grade level meetings of groups of teachers called by the administrative staff may take place at any time within the working hours of teachers.

**ARTICLE XIII - CURRICULUM, LESSON PLANS, SUPPLIES AND KEYS**

- A. Curriculum: It is the responsibility of the Board of Education to determine matters of curriculum. The Association and the Board of Education will cooperate in the development of school curriculum and in determining priorities in the area of curriculum needs and program development.
- B. Lesson Plans: Written Lesson Plans are expected of all teachers and are to be considered an integral part of the teachers' planning process. Teachers should be prepared to provide lesson plans, within two (2) days, upon the request of their building principal or superintendent. Whenever appropriate, the building principal or superintendent shall provide teachers feedback regarding their submitted lesson plans. Should the administrator's assessment suggest that additional evaluation or support is needed, the administrator and teacher will agree on a date for a walk-through evaluation to include written feedback on the lesson and/or lesson plan within five (5) days of the walk-through.
- C. The school district will provide adequate teaching supplies based on predetermined per pupil cost as developed by the school administration within sound budgetary procedures. The suitability of teaching supplies will be the responsibility of the school administration after conferring with the immediate supervisor in the area involved. A complete supply inventory will be submitted by each teacher to the Principal or his or her designees at the end of the school year. Requisitions should be submitted to their principal no later than the second week of June. Teachers will be notified of any changes in their requisitions as soon as possible.

- D. All teachers will receive a set of keys for their classroom and other classroom related areas. Teachers will be responsible at all times for keys in their possession.

**ARTICLE XIV - CLASS SIZE, TEACHING HOURS AND PARENT CONFERENCES, VACANCIES, REASSIGNMENTS AND TRANSFERS**

- A. 1. Class Size:

A class size for kindergarten shall not exceed 20 pupils per class, with a minimum of one full time teaching assistant for every two kindergarten classrooms; for Grade 1 the class size shall not exceed 25 pupils per class. Effective fall 2004, if the average class size for Grade 1 reaches 22, a minimum of one full time teaching assistant will be assigned for the grade level; for Grade 2 the class size shall not exceed 25 pupils per class; for Grades 3-5 the class size shall not exceed 28 pupils per class; class size for Grades 6-8 shall not exceed 28 pupils per class; class size for Grades 9-12 shall not exceed 28 pupils per class.

When class size reaches within one (1) student of the maximum enrollment stipulated above, a meeting will be scheduled with the teachers involved, and representatives from the Association and Administration, to consider possible options to address the situation.

If the situation arises where the Board of Education feels that the strict adherence to the above limits will inflict extreme hardship on the school district, a meeting will be called between the Board of Education and the Association so that the Superintendent may explain the situation and request a temporary waiver of the above limit. Example: changes in enrollment that take place during the school year and/or budget cycle.

2. At the secondary level (Grades 6-12), the District shall have the right to assign teachers to a sixth period provided the following shall apply:
- a. The assigned teacher shall have two planning periods, one of which may be a daily grade level team plan period, and no supervisory duty in addition to a 30 minute duty free lunch; and
  - b. The sixth period shall be within the teacher's certification area. Effective July 1, 2012, the right of the District to assign teachers a sixth period shall not result in layoffs provided nothing herein shall limit the District from making cuts or program changes that result in lay-offs because of other fiscal constraints.
3. Whenever twenty-five percent (25%) or more students that have been identified by the Committee on Special Education as a student with an IEP or 504 Plan are assigned to a class that exceeds twelve (12) students, consideration will be given to the assignment of a teaching assistant. A meeting will be scheduled with the teachers involved, and representatives from the Association and Administration to consider possible options to address the situation.



4. At the primary level (Grades K-3) the District will make every effort to allocate teaching assistants to ensure most reading and math groups will not exceed six (6) students.

B. Teaching Hours:

1. The Board of Education and the Association recognize that the teaching process requires time for planning, evaluating and accounting, in addition to the required time actually spent with students. It is also recognized that professional staff members whose responsibilities are completed, may leave following notification to the administrative staff. Those of the professional staff are to report fifteen minutes prior to their assignments.
2. Teachers shall work 37 hours and 05 minutes per five day work week as designated by the building and district administration; this time shall include the approved designated lunch period of at least thirty (30) minutes.
3. The District will make every attempt to not begin the normal school day for students at any building in the District prior to 7:35 a.m. The District will make every attempt to not end the normal school day for students at any building in the District after 3:25 p.m. including activity/tutorial period.

C. Parent Conferences:

The faculty accepts as a professional responsibility the necessity for parent conferences and open houses in order to give and gain knowledge concerning students under their charge.

As a result of this responsibility, faculty can be required to attend up to three (3) evening sessions per year to be used as parent conferences and/or open house.

For these three (3) required after-school functions faculty will be compensated with an equal amount of time off during a regularly scheduled school day. The District will notify the Association of the date(s) of the compensatory time by October 30<sup>th</sup>.

D. Other Required Functions

Faculty may be required to attend up to two (2) additional after-school functions per year.

For these two (2) required after-school functions faculty will be compensated with an equal amount of time off during a regularly scheduled school day.

E. 1. Vacancies - Permanent

- a. When the District determines a permanent vacancy exists in a position, a posting of the vacancy shall be made in each building. Faculty members interested in such a vacancy must indicate, in writing, their desire to become a candidate.

- b. Any qualified faculty member may submit a written request to become a candidate for a future vacancy. The Superintendent or the Superintendent's designee shall notify a faculty member who has requested, in writing, notice of such vacancy. The faculty member must indicate, in writing, their continued desire to remain a candidate.

2. Vacancies - Temporary/Tutoring

The District shall maintain a list of faculty members having indicated an interest in tutoring positions available throughout the school year. When tutoring positions that will take place outside of the normal school day become available, the District shall contact faculty members on the list prior to contacting outside sources for tutoring.

3. Vacancies During the Summer

The Superintendent or the Superintendent's designee shall notify a faculty member, who has requested notice, of any vacancy which shall occur during the summer. Faculty members desiring such notice must provide the Superintendent with an address to which the notice shall be mailed. It shall be the responsibility of the employee to keep the District informed as to any change of address during the summer.

4. Requests for Reassignment or Transfer

- a. Faculty members who desire a reassignment, change in grade level and/or subject assignment, or desire to transfer to another building, shall submit a written statement of such desire with the Superintendent or the Superintendent's designee.
- b. No assignment of new employees to a position shall be made until a decision is made on all pending transfers or reassignments.
- c. Employees who have requested a transfer or a reassignment shall be given written notification of the approval or denial regarding the request.

**ARTICLE XV - PROFESSIONAL COMPENSATION**

A. Teacher's Salary:

- 1. For the term of the contract, July 1, 2017– June 30, 2020, all returning teachers will add one step to their previous step annually.
- 2. Educational levels will be distinguished by a minimum achievement of each whole credit approved by the District to a maximum of sixty (60) credits.
  - a. Compensation for approved credits shall be calculated according to the schedule:

2014-2017 \$60.00/credit  
 2017-2019 \$65.00/credit  
 2019-2020 \$70.00/credit

- b. To qualify for additional hours, a teacher shall present a certified transcript of fulfillment to the Superintendent by November 1st.
  - c. Teachers with a Masters Degree will receive an additional \$675.00 for the degree.
3. The positions of School Psychologist and School Counselor will qualify for additional educational levels distinguished by each whole credit approved by the district to a maximum of ninety (90) credits.
  4. Salaries for part-time teachers will be computed on prorated basis as per Article XXIV.
  5. Credit for previous experience may be given to new teachers at the discretion of the Board of Education.
  6. School Psychologist will receive an additional 5% of the scheduled salary for that position.
  7. The Chairperson for the Committee on Special Education will be compensated an additional stipend of \$7,655 for the 2017-2018 school year, \$7,923 for the 2018-2019 school year and \$8,200 for the 2019-2020 school year.
  8. Therapists will be compensated at 100% of the appropriate step and educational level according to the teacher's salary schedule. The Superintendent of Schools shall have the authority to grant additional credit beyond initial professional licensure toward the educational increment. For hours earned after July 1, 2014, therapists can earn one (1) educational increment credit for every fifteen (15) contact hours of approved continuing education or approved fifteen (15) continuing competency hours when these hours are earned outside of the regular work day. Compensation for educational increments will be the same as it is for teachers.
  9. Interpreters will be compensated at the rate of 74% of the appropriate step and educational level of the teacher's salary schedule.
  10. Salaries for teachers are based on a 7.4 hour workday for 182 days. Where the teacher's hourly rate is required it will be calculated as contract salary divided by 182 days divided by 7.4 hours.

Example	Contract Salary	= \$45,000.00
	Divided by 182 days	= \$247.25
	Divided by 7.4 hours	= \$33.41 per hour

11. Faculty members in the Lake Placid system are paid for ten months employment. Faculty have two options to distribute their annual salary. The first payment of the year will be distributed no later than the second Friday after the beginning of school.
  - Option 1: Faculty may receive their annual salary in 21 equal bi-weekly payments.
  - Option 2: Faculty may receive their annual salary in 21 payments based upon dividing their salary by 25 .
  
12. Summer Compensation
  - a. Summer compensation will be calculated on a 1/182<sup>nd</sup> basis.
  - b. Summer compensation for summer school instructors will be calculated by dividing annual salary by 182. Hourly rate of pay will be calculated by dividing daily rate by 7.4 hours. Summer compensation will begin at Step 1 BA and be capped at Step 10 Masters. This cap does not apply to Extended School Year Special Education Programs.
  
13. Effective July 1, 2014, all new employees will be paid through direct deposits to accounts identified by the employee.
  
14. The Superintendent of Schools shall have the authority to grant in-service credit to faculty members. In-Service credit must be pre-approved. Each credit will equate with one graduate hour completed providing that each credit will be equivalent to 15 hours of classroom instruction.

**Teacher Schedule 2017-18**

Masters Degree = \$675.00  
 Educational Increment=\$65.00

Step	BA	MASTERS
1	42500	43175
2	42992	43667
3	43555	44230
4	44143	44818
5	44803	45478
6	45409	46084
7	46015	46690
8	46630	47305
9	47252	47927
10	48055	48730
11	48757	49432
12	49578	50253
13	50461	51136
14	51480	52155
15	52533	53208
16	53581	54256
17	54898	55573
18	56202	56877
19	57529	58204
20	58868	59543
21	60181	60856
22	61501	62176
23	62811	63486
24	64221	64896
25	65707	66382
26 & up	Offstep	Offstep

Offstep will be calculated at the following rate:  
 Previous year's base salary plus 3.4%, plus educational increments where appropriate.

**Teacher Schedule 2018-19**

Masters Degree = \$675.00  
 Educational Increment=\$65.00

Step	BA	MASTERS
1	43176	43851
2	43826	44501
3	44517	45192
4	45099	45774
5	45708	46383
6	46391	47066
7	47017	47692
8	47644	48319
9	48282	48957
10	48925	49600
11	49756	50431
12	50482	51157
13	51332	52007
14	52245	52920
15	53300	53975
16	54390	55065
17	55474	56149
18	56837	57512
19	58186	58861
20	59560	60235
21	60946	61621
22	62305	62980
23	63670	64345
24	65024	65699
25	66483	67158
26 & up	Offstep	Offstep

Offstep will be calculated at the following rate:  
 Previous year's base salary plus 3.4 %, plus educational increments where appropriate.

**Teacher Schedule 2019-20**

Masters Degree = \$675.00  
 Educational Increment=\$70.00

Step	BA	MASTERS
1	44014	44689
2	44709	45384
3	45380	46055
4	46094	46769
5	46698	47373
6	47328	48003
7	48035	48710
8	48684	49359
9	49333	50008
10	49992	50667
11	50658	51333
12	51518	52193
13	52269	52944
14	53148	53823
15	54094	54769
16	55186	55861
17	56313	56988
18	57435	58110
19	58846	59521
20	60242	60917
21	61664	62339
22	63098	63773
23	64504	65179
24	65909	66584
25	67318	67993
26 & up	Offstep	Offstep

Offstep will be calculated at the following rate:  
 Previous year's base salary plus 3.4 %, plus educational increments where appropriate.

**B. Teacher Assistant Salaries:**

1. A teaching assistant must serve under the general supervision of a certified teacher.

Duties are as follows:





Teaching Assistant Salary Schedule 2017-18

Step	Base	1 (+60)	2 (+90)	3 (+BA/BS)
1	23390	23903	24416	24929
2	23565	24078	24591	25104
3	23873	24386	24899	25412
4	24218	24731	25244	25757
5	24576	25089	25602	26115
6	24941	25454	25967	26480
7	25308	25821	26334	26847
8	25671	26184	26697	27210
9	26079	26592	27105	27618
10	26491	27004	27517	28030
11	26911	27424	27937	28450
12	27335	27848	28361	28874
13	27768	28281	28794	29307
14	28213	28726	29239	29752
15	28690	29203	29716	30229
16	29150	29663	30176	30689
17	29614	30127	30640	31153
18	30078	30591	31104	31617
19	30544	31057	31570	32083
20	31036	31549	32062	32575
21	Offstep			

Offstep Calculation: Previous year's base + 3.6% + educational increments where appropriate  
 Educational Increment =  
 \$513

Teaching Assistant Salary Schedule 2018-19

Step	Base	1 (+60)	2 (+90)	3 (+BA/BS)
1	24155	24668	25181	25694
2	24207	24720	25233	25746
3	24489	25002	25515	26028
4	24814	25327	25840	26353
5	25179	25692	26205	26718
6	25556	26069	26582	27095
7	25923	26436	26949	27462
8	26273	26786	27299	27812
9	26692	27205	27718	28231
10	27112	27625	28138	28651
11	27563	28076	28589	29102
12	27995	28508	29021	29534
13	28432	28945	29458	29971
14	28862	29375	29888	30401
15	29374	29887	30400	30913
16	29827	30340	30853	31366
17	30309	30822	31335	31848
18	30788	31301	31814	32327
19	31266	31779	32292	32805
20	31746	32259	32772	33285
21	Offstep			

Offstep Calculation: Previous year's base +3.7 % + educational increments where appropriate  
 Educational Increment =  
 \$513

Teaching Assistant Salary Schedule 2019-20

Step	Base	1 (+60)	2 (+90)	3 (+BA/BS)
1	24661	25174	25687	26200
2	24898	25411	25924	26437
3	25150	25663	26176	26689
4	25447	25960	26473	26986
5	25803	26316	26829	27342
6	26183	26696	27209	27722
7	26581	27094	27607	28120
8	26955	27468	27981	28494
9	27341	27854	28367	28880
10	27744	28257	28770	29283
11	28234	28747	29260	29773
12	28675	29188	29701	30214
13	29136	29649	30162	30675
14	29601	30114	30627	31140
15	30013	30526	31039	31552
16	30502	31015	31528	32041
17	31011	31524	32037	32550
18	31534	32047	32560	33073
19	32017	32530	33043	33556
20	32506	33019	33532	34045
21	Offstep			

Offstep Calculation: Previous year's base +3.75 % + educational increments where appropriate  
 Educational Increment =  
 \$513

C. Extra Service Compensation:

1. Yearly Activities - Salaries for extra service are based upon the following schedule:

- a. Coaching Salaries –

SALARIES FOR EXTRA SERVICE ARE BASED UPON THE FOLLOWING SCHEDULE:

1. COACHING SALARIES	Positions	2017-18	2018-19	2019-20
SOCCER (VARSITY)	2	4539	4698	4863
SOCCER (JV)	2	3876	4011	4152
SOCCER (MODIFIED)	2	3213	3326	3442
CROSS COUNTRY RUNNING (COED)	1	4539	4698	4863
VOLLEYBALL(VARSITY)	1	4539	4698	4863
VOLLEYBALL(JV)	1	3876	4011	4152
VOLLEYBALL(MODIFIED)	1	3213	3326	3442
BASKETBALL(VARSITY)	2	5550	5744	5945
BASKETBALL(JV)	2	4735	4900	5072
BASKETBALL(MODIFIED)	2	3985	4124	4268
HOCKEY(VARSITY)	2	5550	5744	5945
HOCKEY(ASSIST.)	2	3758	3889	4026
NORDIC SKIING (COED)	1	5550	5744	5945
ALPINE SKIING (COED)	1	5550	5744	5945
BASEBALL/SOFTBALL(VARSITY)	2	4539	4698	4863
BASEBALL/SOFTBALL(JV)	2	3876	4011	4152
BASEBALL/SOFTBALL(MODIFIED)	2	3213	3326	3442
TRACK	2	4539	4698	4863
TENNIS	2	4539	4698	4863
GOLF (COED)	1	4539	4698	4863

b. Coordinators, sponsors, directors, and other extra service.

EXTRA SERVICE COMPENSATION	Positions	2017-18	2018-19	2019-20
ATHLETIC DIRECTOR	1	7830	8104	8388
EQUIPMENT MANAGER	1	5550	5744	5945
COUNSELOR	3	1017	1053	1090
ACADEMIC LEAVE COORDINATOR	1	3908	4045	4187
COMMUNITY SERVICE COORDINATOR	1	3908	4045	4187
JOB COACH	1	2013	2084	2156
MENTORS		1017	1053	1090
CLASS ADVISORS:		0	0	0
SENIOR CLASS	1	1674	1733	1793
JUNIOR CLASS	1	1421	1471	1523
SOPHOMORE CLASS	1	1270	1314	1360
FRESHMAN CLASS	1	1129	1169	1210
8TH GRADE	1	1017	1053	1090
7TH GRADE	1	1017	1053	1090
6TH GRADE	1	1017	1053	1090
MUSIC THEATRE-DIRECTOR	1	2701	2796	2894
MUSIC THEATRE ASST.DIRECTOR	1	1421	1471	1523
MUSIC THEATRE ACCOMPANIST	1	1186	1227	1270
MUSIC THEATRE CHOREOGRAPHER	1	1298	1343	1390
MUSIC THEATRE COSTUMER	1	1298	1343	1390
THEATRICAL PRODUCTIONS	2	1382	1430	1481
MURDER MYSTERY	1	1129	1169	1210
YEARBOOK ADVISOR	1	4554	4713	4878
MEMORY BOOK MS	1	1887	1953	2022
ELEMENTARY YEARBOOK	1	1887	1953	2022
NEWSPAPER MS/HS	1	3532	3656	3784
INTERNATIONAL PROGRAM COORDINATOR	1	3532	3656	3784
ELEMENTARY NEWSPAPER	1	3532	3656	3784
ELEMENTARY SCHOOL STORE	1	1017	1053	1090
MUSIC-VOCAL MS/HS	1	2460	2546	2635
MUSIC-INSTRUMENTAL MS/HS	1	2460	2546	2635
MUSIC-VOCAL ES	1	1017	1053	1090
MUSIC-INSTRUMENTAL ES	1	1017	1053	1090

- c. Upon request, payment for extra service will be made at the conclusion of the activity. Full year positions will be paid at the end of each semester.

2. Hourly Rate Activities

- a. An hourly rate of \$18.00 per hour will be paid for the following clubs and activities. This rate will only apply to the accountable duty time beyond the school day. Activity advisors are responsible for turning in vouchers requesting payment for their services to the business office. These vouchers must be authorized by the appropriate building principal. Payments will be made on a timely basis after the vouchers are turned in. Total hourly pay for any of these activities shall not exceed \$1050.00 in any school year.

MS/HS Student Council  
Elementary Drama Club  
Key Club (High School)  
Builders Club (Middle School)  
Science Olympiad  
Environmental Club  
American Field Service  
Language Club  
National Honor Society  
Lambda Pi  
Odyssey of the Mind  
Chaperoning Athletic Events  
Elementary Art  
Elementary Science  
Elementary Mentoring  
Elementary Knitting  
Elementary Computer  
Chess/Scrabble Club  
Family Math  
Bicycle Club  
Intramurals  
Running Club  
Leadership Club  
Lego Club  
Writing Club

- b. Additions to the roster of extra-curricular clubs and activities will be determined by the Board of Education or their representative and the Lake Placid Education Association.
- c. Faculty who chaperone overnight trips shall have room, board, and transportation expenses paid according to district guidelines.

D. Bus Chaperoning

1. Faculty who chaperone spectator buses should be paid at the rate of \$10.00 per hour while traveling to and from the activity. Faculty will also be reimbursed for all out of pocket expenses incurred.
2. In the event that the present rules and regulations for bus chaperoning need major modifications, a review committee shall be formed at the request of the Association to review said rules and regulations and make recommendations to the Board of Education.

The committee shall consist of:

- a. A member of the Board of Education or his or her designee.
- b. The Superintendent or the Superintendent's designee.
- c. The President of the Teachers' Association or his or her delegate.
- d. Two faculty members appointed by the Association.

E. Faculty Tuition. Effective with the 2007-2008 school year, a faculty member, whose children are accepted on a tuition basis will pay twenty percent (20%) of the yearly tuition fee for the appropriate grade level.

F. Tutoring: The rate for tutoring by a faculty member will be paid according to the employee's hourly wage, from a minimum of \$21.50 per hour up to a maximum of \$35.00 per hour.

G. If during the term of this contract the property tax cap drops to 1% or less, the parties agree to reopen negotiations on the salary and/or insurance provisions of the contract. This clause shall be in effect for the duration of the 2014-2017 contract only.

## **ARTICLE XVI - STAFF DEVELOPMENT**

Funds available for staff development may be as identified through the curriculum development process and should not be less than \$15,000 per year. Collaboration of a committee of two (2) teachers and two (2) administrators with equal voice will be an integral part of this process in determining expenditures at the building level.

## **ARTICLE XVII – EMPLOYER NON-ELECTIVE CONTRIBUTION**

A. 403(b) Employer Contribution

1. For all employees employed on June 30, 2014, the 403(b) employer contribution will be based on a maximum of 200 accumulated sick days.
  - A. For all employees hired on or after July 1, 2014, the 403(b) employer contribution will be based on a maximum of 150 accumulated sick days.

2. A. The faculty member must have ten years of service in the district.
- B. The faculty member must give notice by January 30<sup>th</sup>, at least five (5) months prior to the date of his/her retirement.
3. Upon qualifying for the 403(b) employer contribution, a faculty member shall receive, as a deposit to their 403(b) account, an employer non-elective contribution in an amount based on the schedule:

Teachers      403(b) Employer Contribution  
Yrs. Of Svc.    For Accumulated Sick Leave

10-15	\$85.00 /day
16-20	\$115.00/day
21-above	\$135.00/day

Teaching Asst. 403(b) Employer Contribution  
Yrs. Of Svc.    For Accumulated Sick Leave

10-15	\$60.00/day
16-20	\$80.00/day
21-above	\$90.00/day

- B. Employer 403(b) Non-Elective Contributions shall be contributed in accordance with, and subject to the following conditions:

1. Employer 403(b) Non-Elective Contributions shall be contributed within thirty (30) days of the effective date of retirement.
2. No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the Lake Placid Central School's Non-Elective Contribution(s) described herein.
3. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) 1 of the Code, as adjusted for cost-of-living increases. For employer Non-Elective Contributions made post-employment to former employees' 403(b) account, the contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Lake Placid Central School Non-Elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Lake Placid Central School as follows:



- For all members in the New York State Teacher's Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
  - For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employee's Retirement System regardless of their membership date, the Lake Placid Central School shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-Elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-Elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
4. 403(b) Accounts Lake Placid Central School contributions shall be deposited into the 403(b) account selected by the employee to receive the Lake Placid Central School's contributions, provided such account will accept Employer Non-Elective Contributions. If the employee does not designate a 403(b) account to receive Lake Placid Central School's contributions, or if the account designated will not accept Employer's Non-Elective Contributions for any reason, then Lake Placid Central School will deposit contributions, in the name of the employee, into the *mutually agreed upon* endorsed 403(b) program.
  5. Tier I Adjustments Tier I members with memberships dated prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as no-regular compensation to the New York State Teacher's Retirement System.
  6. This provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Lake Placid Education Association and Lake Placid Central School shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

7. This provision shall be subject to the approval of the 403(b) Provider, which shall review the Memorandum solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of Internal Revenue Code. Upon request, the endorsed program agrees to provide the Lake Placid Central School with a standard hold harmless agreement where the Employer has selected the endorsed provider as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.
8. The Lake Placid Central School is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Lake Placid Central School to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.
9. Explanation for the TRS Categories: Under Education Law 501(11)(a), the calculation of pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-Elective Contribution, which is excess of the maximum Contribution Limits of the IRC 415.

The final average salary of all members of the TRS (i.e. all TRS members with membership on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-Elective Contribution, which is in the excess of the maximum Contribution Limits of the IRC 415, is more advantageous for those members.

- C. In order to continue in the group health, dental or other insurance plans provided by the Lake Placid Central Schools, a faculty member must retire from the District.
- D. Once a faculty member retires from the District and is dropped from the group health, dental or other insurance plans, they shall not be reinstated.

## **ARTICLE XVIII – SEVERANCE**

1. Severance Benefit will be based on a maximum of 200 accumulated sick days.
2.
  - A. The faculty member must have ten years of service in the district.
  - B. The faculty member must give notice sixty (60) days prior to the date of leaving the district. This notification deadline does not apply in the event of an emergency.

3. Upon qualifying for severance benefit, a faculty member will receive an amount of pay based on the following schedule.

Teachers      403(b) Employer Contribution  
Yrs. Of Svc.   For Accumulated Sick Leave

10-15	\$24.50/day
16-20	\$29.50/day
21-above	\$39.50/day

Teaching Asst. 403(b) Employer Contribution  
Yrs. Of Svc.   For Accumulated Sick Leave

10-15	\$20.50/day
16-20	\$25.50/day
21-above	\$31.50/day

4. Distribution Option:

A lump sum paid when the faculty member leaves the district.

**ARTICLE XIX - LEAVE POLICIES**

A. General Rules Covering Leaves

1. A faculty member on leave may continue membership in any group insurance program provided by the Board during the leave period.
2. A faculty member shall have the option to remain an active participant in the State's Teacher Retirement System.
3. A faculty member shall have the option to remain an active participant in the fringe benefit program by contributing thereto the amount normally required and the district shall contribute the amount that it would have been required to contribute for a period not to exceed twenty (20) weeks. Beyond twenty (20) weeks, if the faculty member is still on leave, the faculty member shall be responsible for the entire cost of fringe benefit(s). This provision does not apply to C, F or G-3-a of the leave policies.
4. Upon returning from leave, all benefits and professional advantages to which the faculty member was entitled, at the time the leave commenced, will be restored.
5. Staff will receive all applicable rights granted to them under the provisions of the Family Leave Act.

B. Maternity Leave

1. Continuing Employment During Pregnancy

Any faculty member who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the following:

2. Requesting for and Duration of Maternity Leave

Any faculty member who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and two years following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of the School District in which she teaches at least 30 days before the date on which she desires to start her leave.

3. Certification of Pregnancy or Birth of the Child

She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

4. Emergency Situations

In case of a medical emergency caused by pregnancy, the faculty member shall be granted a leave, as otherwise provided herein, immediately upon her request and certification of the emergency from an attending physician.

5. Sick Leave Utilization

All or part of a leave taken by a faculty member because of temporary disability may be charged, at her discretion, to her available illness leave days. However, the faculty member may not use more than 30 accumulated illness leave days, if available, once the faculty member's physician certifies that the faculty member is capable of performing the faculty member's regular teaching duties. The faculty member is entitled to complete the remaining leave without pay.

6. Execution of a Regular Contract While on Leave

The faculty member and the school district shall execute a regular faculty member's contract for each school year in which any part of the faculty member's leave is granted, and the faculty member shall have the right to return to the same position for which the faculty member left or, if that position is no longer in existence, to a substantially equivalent position that the faculty member is qualified for.

7. Altering Original Approved Leave

Maternity leave shall be granted for a definite stated period of time. Should extenuating circumstances cause the faculty member to alter her original plans for leave, she shall submit such request to the Superintendent for consideration by the Board. A faculty member may return to work at anytime during the first eight weeks after termination of pregnancy or adoption of the child. All notification of requests shall be made in writing by the faculty member.

8. Commencing and Terminating the Leave

Faculty members are encouraged to commence and terminate such leaves to coincide with the end of the grading period unless it is determined by the faculty member and her physician it is necessary to make other arrangements.

9. Resignation

At any time when the faculty member determines that she does not desire to resume teaching duties, the faculty member shall notify the Superintendent accordingly.

10. Rights Granted by Statute for Maternity Leave

All rights under state or federal statutes which apply to public employees shall be granted to faculty members who are on maternity leave.

C. Military Leave

1. Military leave shall be granted to any faculty member who is called to military service in any branch of the Armed Forces of the United States or Reserves. Military leave and the rights of the faculty member taking this leave shall be governed by applicable federal and state statutes. In addition, regular salary and benefits would continue for the first thirty (30) calendar days or twenty two (22) working days, whichever is greater, of the military leave.

2. Execution of a Regular Contract While on Leave:

The faculty member and the school district shall execute a regular faculty member's contract for each school year in which any part of the faculty member's leave is granted, and the faculty member shall have the right to return to the same position for which the faculty member left, or if that position is no longer in existence, to a substantially equivalent position for which the faculty member is qualified.

D. Adoptive Leave

A leave absence of up to two years shall be granted by the Board for adoptive purposes. A maximum of thirty (30) consecutive days, with pay, shall be provided for such leave. These days shall be denoted as family illness day and deducted from the faculty member's personal/family leave accumulation. The remainder of the leave shall be taken without pay.

E. Non-maternal Parental Leave

1. When a child is born to the wife or domestic partner of a faculty member, after the birth of a child, a leave of absence of up to two years shall be granted by the Board for Non-maternal Parental Leave purposes. A maximum to thirty (30) consecutive days, with pay, shall be provided for such leave. These days shall be denoted as family illness days and deducted from the faculty member's personal/family leave accumulation. The remainder of the leave shall be taken without pay.
2. The faculty member shall notify in writing the Superintendent of the School District in which he or she teaches at least 30 days before the date on which he or she desires to start his or her leave.
3. The faculty member shall also notify the Superintendent of the expected length of this leave, including with this notice a statement from the attending physician certifying the pregnancy and the expected date of delivery.

F. Sabbatical Leave:

1. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Board will grant sabbatical leaves in accordance with the following provisions:
  - a. In a given year, one member of the faculty shall be guaranteed sabbatical leave. No more than one faculty member may be absent on sabbatical leave at any one time.
  - b. Only those faculty members who have completed seven full years of professional service in the school system shall be eligible for sabbatical leave, and no faculty member having been on sabbatical leave shall again be eligible until he/she has completed seven additional years of professional service in the district after return from such leave.
  - c. Any faculty member who desires to apply for Sabbatical Leave shall submit such by January 15th (or September 15th in case of an application for a spring semester leave) of the year preceding the leave to the Superintendent, in writing on such forms as the Superintendent may require. Such application shall indicate a program to be followed by the faculty member during the period of leave.
  - d. In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research or study to the school system, and relationship to professional growth of applicant and urgency of proposed research or study and availability of a competent and qualified substitute.

- e. The Superintendent shall make his or her recommendations to the Board which shall act thereon not later than May 15th (or November 15th in the case of an application for a spring semester leave) following the submission of the application. In the case of a half-year sabbatical leave, final authorization will depend upon the District's ability to engage a well-qualified substitute.
2. Any faculty member accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event the faculty member resigns from District service before the completion of three (3) years of service after expiration of the sabbatical leave, he/she shall reimburse the District for that prorated amount of money the unfulfilled three (3) year period bears to the full amount of salary granted to the faculty member during such leave.
  3. When the sabbatical leave has been completed, the faculty member shall submit a report of his or her research or study to the Board.
  4. Faculty members on leave shall be considered as in the employ of the Board of Education of Lake Placid Central School and the time thus spent shall count as regular service toward retirement, health insurance and salary increases. Such absences shall be without prejudice to the faculty member's tenure rights. The Board will inform any faculty member on sabbatical leave of opportunities for advancement and promotion and such faculty member shall be considered for advancement or promotion in the same manner as those who are presently in service.
  5. Each faculty member granted a sabbatical leave shall have the right to return to a position substantially equivalent to his or her former position, or to the same position if it is available.
  6. While on sabbatical, a faculty member shall receive one half annual salary for a full year or one quarter of annual salary for a half year.

G. Personal and Professional Leave:

1.
  - a. A faculty member attending school observations or visitations, workshop programs, educational meetings, religious holiday observations, or court appearances (including jury duty) shall be granted leave by the Superintendent and the Board of Education without loss of salary or loss of sick leave time.
  - b. A faculty member on jury duty will be paid the difference between regular salary and the amount paid jurors by the County, excluding mileage and meal costs.
2.
  - a. Each faculty member will be entitled to three days leave with pay for the conduct of matters which cannot be conducted at times other than the working day. Notification will be given to the Principal at least one day prior to the absence. Reasons need not be stated.

- b. Any use of such leave with less than 24 hours notice or which would extend a vacation or holiday period will require that the reason for the request be submitted in writing by the faculty member subject to approval by the Superintendent.
  - c. Any unused personal days will automatically be added to the accumulated personal illness days upon the end of the school year.
- 3.
- a. A leave of absence without pay of up to one year may be granted by the Board of Education for personal reasons. Upon return from unpaid leave all benefits to which a faculty member was entitled at the time the unpaid leave of absence commenced, including accumulated sick leave, will be restored. Such faculty member will be assigned to the same position which was held at the time the leave of absence began, if available or, if not, to a position in the same tenure area.
  - b. A leave of absence without pay must be requested at least sixty (60) days before the leave is to commence. Consideration will be given to the suspension of this sixty day rule in case of emergency.
  - c. If a faculty member receives a leave of less than one year, any salary increase negotiated that year for the following year will be prorated on the number of days taught.

H. Personal/Family Illness:

- 1. A faculty member shall be granted fifteen illness days at the beginning of each school year.
- 2. A faculty member may use illness days for personal or family illness, including health care appointments without loss of salary.
- 3. Any of the personal/family illness days not used shall be cumulative to a total of, and not to exceed, 250 days. Special cases will receive consideration from the Superintendent and the Board of Education.
- 4.. Faculty members will receive notification of their number of accumulated personal/family illness days at the beginning of each school year.
- 5.. The term "day" as used in these provisions shall be understood to mean "teaching day" or "school day", or any day the professional staff is required to give professional services throughout the school calendar year.
- 6,.. A faculty member may be required by school authorities to submit a written statement by his or her doctor after being absent from work for three or more days.

I. Sick Leave Bank:



1. Purpose: The Sick Leave Bank is to be used by the faculty for any injury, prolonged illness, physical or mental condition requiring inpatient care in a medical facility or continuing treatment by a health care provider, or where extenuating circumstances exist, and whose sick and personal leave accumulation has been exhausted.
2. Membership: Any member of the bargaining unit may voluntarily join the Sick Leave Bank. He or she may do so by signing an authorization form requesting the Board of Education to deduct a maximum of two (2) days from his or her accumulated sick time. A member may elect to enroll in this bank during the month of September or February of each school year. During any one school year, if the total number of days available at any one time in the bank falls below 130 days, each bank member will be assessed one (1) additional day. Once an employee becomes a member of the bank, they will not be dropped from the bank unless the employee submits such a request in writing to the Sick Bank Committee.
3. Utilization: Requests to utilize the Sick Leave Bank will be made to the Association's Executive Committee. A request to utilize days will require:
  - a. A doctor's statement indicating the nature of the illness or injury.
  - b. A statement from the district that the faculty member has exhausted his or her accumulated sick and personal leave days.
  - c. A statement from the faculty member indicating the approximate number of days requested.
  - d. An individual may borrow a maximum of sixty\_(60) days during a single school year.
  - e. A member returning from a leave during an academic year in which his or her sick and personal days have been exhausted may be granted additional days from the sick bank committee.
  - f. If the individual does not use the total number of sick days requested, the balance of such days shall be returned to the sick bank.
4. The Association has the responsibility for developing and implementing the guidelines for use of Sick Leave Bank. The decision of the Association in either granting or denying the use of Sick Leave Bank days shall be final and binding and not subject to the grievance procedure.

J. Bereavement Leave

1. The immediate family is defined as spouse, child, parent, guardian or custodian, grandparents, grandchild, brother, sister and each similar

relationship established by marriage and any other legal dependent or domestic partners.

2. Each faculty member shall be granted up to five (5) consecutive days, with full pay, for each death in the immediate family for the purpose of attending the last rites and attending to other personal matters of the immediate family member, providing, however, that said rites occur while said staff member is performing duties as assigned by the Board under a valid teacher's contract.

A faculty member shall be allowed one (1) day of bereavement leave, with full compensation, to attend the last rites of an uncle, aunt, niece or nephew, and each similar relationship established by marriage.

One (1) day of bereavement leave with full compensation shall be granted to a faculty member in the case of the death of a friend or who is directly involved in the funeral service, i.e. pallbearer, organist, etc. of someone not listed above.

K. On the Job Injuries:

Absence due to injury incurred, including injury resulting from battery in the course of performing duties as assigned by the Lake Placid Central Schools, under a valid teacher's contract shall not be charged against the teacher's accumulated sick leave days. The Board of Education shall pay to such faculty member the difference between his or her salary and the salary benefits received under Worker's Compensation for the duration of such absence.

L. Inclement Weather:

Any faculty member who makes a reasonable attempt to report to work and is unable to do so as a result of inclement weather, will not suffer loss of pay for the day, but will be deducted from personal leave.

## **ARTICLE XX - NON TEACHING DUTIES**

- A. Because the Board of Education and the Association recognize that the teaching process requires time for instruction, planning, evaluating, accounting, additional work with students, and non-teaching duties, teachers will be given:
  1. A lunch period of at least one-half hour as designated by New York State Law.
  2. A planning time to prepare for instruction and other non-teaching duties shall not interfere with the above.
  3. All secondary teachers will receive a minimum of one full planning period per day.
  4. Special teachers will be scheduled to provide elementary teachers with at least, but no more than, one preparation period per day.

- B. Non-teaching duties shall be distributed fairly and equitably.
- C. Teachers that come to school up to fifteen (15) minutes earlier than the start of the school day, on mornings that they are scheduled for supervision, may leave up to fifteen (15) minutes early at the end of the school day. Teachers who leave before the end of the school day will notify the administration.
- D. Non-teaching duties, with the exception of full period assignments, will not exceed 25 minutes per week.

**ARTICLE XXI - INSURANCE PROTECTION**

A. School Health Insurance Plan:

Faculty members whose employment commences on or before June 30, 2018 may choose to participate in either the Franklin Essex-Hamilton Health Benefits Consortium Classic Blue Plan or the Franklin Essex-Hamilton Health Benefits Consortium PPOJ plan. Faculty members whose employment commences on or after July 1, 2018, may participate in the PPOJ option only.

The faculty members of the school district may participate in the Franklin Essex-Hamilton Health Benefits Consortium Classic Blue Plan, terms of which are outlined in the attached appendix 1, with the employee contribution as follows:

2014-2015	11% of the premium
2015-2016	12% of the premium
2016-2017	13% of the premium
2017-2020	13% of the premium

For faculty members retired prior to July 1, 1997 the Board of Education will continue to assume 95% of the cost of individual and family plans until age 65. At which time, the Board of Education will assume 100% of the cost of individual and family plans.

For faculty members retiring on or after July 1, 1997 but prior to July 1, 2015, the Board of Education will assume 95% of the cost of individual and family plans. For faculty members retiring on or after July 1, 2015 the Board of Education will assume 90% of the cost of individual and family plans.

B. For faculty members of the school district who participate in the Franklin Essex-Hamilton Health Benefits Consortium PPOJ plan, the employee contribution will be as follows:

2014-2015	5.5% of the premium
2015-2016	6% of the premium
2016-2017	6.5% of the premium
2017-2020	6.5% of the premium

A faculty member who works for the school district for the entire normal school year is entitled to the health insurance plan during the months of July and August immediately following the completion of the academic year.

In the event a faculty member resigns at the end of the school year, or during the months of July or August, the faculty member will be billed for his or her portion of the monthly premium. In the event a faculty member resigns prior to the end of the school year effective June 30<sup>th</sup>, and given sufficient time to adjust payroll, the faculty member may elect to have full payment of his or her portion of the monthly premiums deducted from the faculty member's final pay check.

C. Dental Insurance:

Dental Insurance Plan will reflect the Dental Blue Classic Program and the District will pay 85% of the premium cost. The Board of Education will continue to pay 85% of the premium costs for retirees.

D. Vision Insurance:

The Board of Education will provide a single plan vision insurance program for active employees. The Board agrees to pay 100% of the single vision plan. The vision plan will include a \$20.00 co-pay for exam, glasses or contacts. Employees have the option of choosing family coverage. If the employee chooses family coverage, the employee will pay the difference between the cost of the single plan and the cost of the family plan.

## **ARTICLE XXII - SPECIAL PAYROLL DEDUCTIONS**

A. 403(b) Accounts

1. The 403B plan administrator will be designated by the Association.
2. 403(b) may be cancelled by the employee at any time.
3. Faculty members may change their carrier designation twice based on the regulations of the Plan Administrator

B. The Board of Education will forward, on a timely basis, payroll deductions for 457 accounts, 403(b) accounts, NYSUT Member Benefit Program accounts, NYSUT Vote Cope and faculty tuition payments.

## **ARTICLE XXIII - SUBSTITUTES**

A. Provision of Substitutes:

Substitutes will be provided for any absent faculty Grades K-12. It is intended that when available, preference will be given to certified substitutes.

- B. Faculty members as substitutes:
1. If teaching assistants act as substitutes for teachers, they shall receive 85% of the substitute pay. In the event the student of a 1-to-1 teaching assistant is absent, the 1-to-1 teaching assistant may be reassigned as a teaching assistant without a change in financial status.
  2. If planning periods in the Elementary School are cancelled due to lack of a substitute, the teacher shall be compensated \$30.00 per period.
  3. If a middle or high school teacher acts as a substitute beyond the regular assignment he or she will be compensated \$30.00 per period.
- C. Substitutes applying within the Lake Placid Central School District will be reimbursed the expense of fingerprinting and background check once an individual has substituted for the Lake Placid Central School for a period of ten (10) days and has paid for the expense of fingerprinting and background check.
- D. Leave Replacements: A teacher or teaching assistant hired on a temporary contract as a leave replacement holds the equivalent position, responsibilities and privileges as the teacher they are replacing.
1. All teachers and teaching assistants hired on a temporary contract as a leave replacement for a period of ten (10) weeks or longer shall be entitled to a step placement contract, be entitled to all LPEA benefits, and contribute LPEA dues.
  2. When the teacher or teaching assistant is placed on a step with a temporary contract as a leave replacement, the temporary contract may or may not reflect the step on which they may be placed if hired permanently by the Lake Placid Central School.

## **ARTICLE XXIV - PART TIME FACULTY**

- A. Definition of Full Time Employment
1. The workload for elementary teachers will be based upon the length of a full workday. Ex. A half time faculty would work fifty percent of a regular, full time workday.
  2. The workload for secondary teachers will be based upon the workload of a full time teacher. Ex. A half time faculty would teach three (3) classes and be entitled to one (1) preparation period.
  3. The workload for a full time teaching assistant will be based upon a six-hour day.
- B. Salary for part-time faculty will be prorated in accordance with the compensation for regular full time faculty. All part-time teachers are entitled to one (1) preparation period per day included in this proration.

- C. Salary increases for part time faculty will be in accordance with Article XV Professional Compensation.
- D. If full time vacancies occur within the district, part time faculty members will be considered first in the filling of such vacancies.
- E. All part time faculty will have the option of receiving full benefits.

#### **ARTICLE XXV - DURATION OF AGREEMENT**

The parties recognize that this Agreement has been entered into pursuant to the Public Employee's Fair Employment Act. If any provision of this Agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

#### **ARTICLE XXVI - WORKING CONDITIONS**

The District recognizes employee's rights and working conditions. The District under these working conditions will, effective July 1, 1994, make all buildings smoke free.

All teachers and teaching assistants have the right to work in a safe environment, free from physical harm, as outlined in the Safe Schools Against Violence in Education Act (SAVE).

The effective date of this agreement is July 1, 2017. The provisions of this agreement shall remain in full force and effect until the last day of June, 2020.

LAKE PLACID EDUCATION ASSOCIATION

LAKE PLACID CENTRAL SCHOOL DISTRICT

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BRENDEN GOTHAM,  
PRESIDENT  
DATED:

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ROGER CATANIA,  
SUPERINTENDENT  
DATED:

APPROVED BY ACTION OF THE BOARD OF EDUCATION ON

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MARY DIETRICH, PRES. BOARD OF ED.

APPENDIX A

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

Districts

Franklin-Essex-Hamilton BOCES  
Brushton-Moira Central  
Chateaugay Central  
Lake Placid Central  
Malone Central

St. Regis Falls Central  
Salmon River Central  
Saranac Lake Central  
Tupper Lake Central

Unions

Teachers:

F-E-H BOCES Teachers' Association  
Brushton-Moira Teachers' Association  
Chateaugay Chapter, NYSUT  
Lake Placid Education Association, NYSUT  
Malone Federation of Teachers  
St. Regis Falls United Teachers Association  
Salmon River Teachers Association  
Saranac Lake Teachers Association  
Tupper Lake United Teachers

Non-Instructional:

F-E-H BOCES CSEA  
Brushton-Moira Non-Teaching Association  
Chateaugay Central CSEA  
Lake Placid Central CSEA  
Malone Central School Unit of CSEA  
St. Regis Falls Non-Instructional Association  
Salmon River Central Unit of CSEA  
Saranac Lake Central CSEA  
Tupper Lake Central CSEA

Administrators:

F-E-H BOCES Administrators' Association  
Malone Central Administrators' Association  
Salmon River Central Administrators & Supervisors Association  
Saranac Lake Supervisory Unit



1. The parties shall establish a governance structure which provide joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:

A. Reserves – equal to 25% of Projected Annual Claims.

B. Unencumbered Surplus – 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; (see item 12E).

Single Coverage	-	\$2,280
Family Coverage	-	\$6,012
Single over 65	-	\$ 444
Family over 65	-	\$ 852

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for North Eastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (Preferred Choice Plan, Effective January 1, 1997)

Amounts

\$3.00	-	Generic
\$5.00	-	Brand name if doctor indicates “dispense as written” (DAW)
\$0.00**	-	Mail order

- \*1 If a generic equivalent does not exist, the generic co-pay will apply.
- \*2 At the employee's option, if the doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.
- \*\* All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (Effective January 1, 1997)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.
8. Any "other" agreement entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration

Association for expedited adjudication of the dispute. The power of arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend or delete any of the terms of this Memorandum and/or joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.

12. Dual Coverage

- A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
- B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.
- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.
- The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.
- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1<sup>st</sup> each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
- Billed rates for 98-99 will reflect 100% of the impact of the new premiums.

E. The billed rates for the 98-99 form the basis upon which the analysis of the plan performance and the projection for the 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.
14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.
15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.