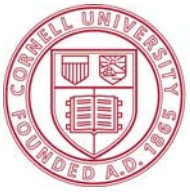

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TAS \ 5485

Collective Bargaining Agreement

by and between the

Superintendent of Schools

Liverpool Central School District

and the

United Liverpool Faculty Association

on behalf of

Teaching Assistants

July 1, 2012 - June 30, 2015

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ARTICLE I

AGREEMENT

Between LIVERPOOL CENTRAL SCHOOL DISTRICT ("District") and UNITED LIVERPOOL FACULTY ASSOCIATION ("Association") to govern the wages and terms and conditions of employment of Teaching Assistants and the administration of grievances arising thereunder.

ARTICLE II

RECOGNITION

§2.1 **Included**

2.1.1 The Association is the exclusive bargaining agent for all persons employed (full and part-time) by the District as Teaching Assistants who hold a valid temporary or continuing Teaching Assistant certificate or who have made appropriate application and are awaiting receipt of such certificate and are appointed by the Board of Education to serve on a regular basis.

2.1.2 The Association is the exclusive bargaining agent for all persons employed (full and part-time) by the District as Interpreters and are appointed by the Board of Education to serve on a regular basis.

§2.2 **Excluded**

Itinerant daily substitute Teaching Assistants and all other employees of the District are excluded.

§2.3 **Agency Fee**

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a bi-weekly fee as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular bi-weekly dues. However, agency fee-paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE III

PAYROLL DEDUCTIONS

§3.1 For Teaching Assistants who properly execute and file an appropriate annual authorization certificate with the School District Treasurer, the District will deduct from biweekly wages a stipulated amount and transmit said amount to the agency designated on the authorization certificate on not less than a monthly basis. Deductions which require the authorization of a Teaching Assistant include: United States Savings Bond purchases, Association dues, NYSUT VOTE-COPE, credit union and tax sheltered annuity contributions.

§3.2 Deductions shall commence with the payroll period first following receipt of an authorization certificate.

§3.3 Deductions shall conclude at such time as the entire stipulated amount has been deducted or at the end of the current school year or upon receipt of notice to discontinue deductions given by a Teaching Assistant to the School District Treasurer.

§3.4 Deduction authorization certificates acceptable to the School District Treasurer will be provided by the Association.

§3.5 No deductions will be made if earnings are not sufficient to cover all deductions.

§3.6 The District will provide direct deposit through payroll deduction to bargaining unit members.

ARTICLE IV

GRIEVANCE PROCEDURE

§4.1 Definitions

4.1.1 Grievance shall mean any claimed violation [misinterpretation, misapplication, or improper application] of the terms and conditions of this Agreement.

4.1.2 Grievant shall mean any individual Liverpool Teaching Assistant, group of Teaching Assistants and/or the United Liverpool Faculty Association.

§4.2 Grievance Procedure

4.2.1 A grievant who believes that the terms of this collective bargaining agreement have been breached is encouraged to initiate informal resolution, either directly or through a representative, by discussing the situation with the principal of the building involved or with any other appropriate member of the Administration. Determinations reached at this stage of this grievance procedure shall not be deemed to be precedent setting or binding on either party in future proceedings.

4.2.2 Should such discussion fail to resolve the matter, the grievant, within twenty (20) school days of the time that the grievant knew or should have known of the matter shall reduce the matter to writing and submit it to the Director of Human Resources for resolution. The form for filing a grievance is attached hereto as Exhibit A.

4.2.3 The Director of Human Resources shall review the Grievance and render a written decision to the Grievant not later than ten (10) school days from the date of receipt.

4.2.4 Where a Grievant is not satisfied with the decision of the Director of Human Resources, said Grievant may, within fifteen (15) school days of receipt of said decision, initiate an appeal in writing to the Superintendent of Schools who shall review the matter, conduct a hearing if deemed appropriate and render a written decision to the Grievant not later than ten (10) school days from date of receipt.

§4.3 Arbitration

4.3.1 If the grievance is denied at the above stage, the Association must, within ten (10) school days of receipt of the decision, notify the Superintendent of Schools that it wishes to have arbitration on the issue by an arbitrator agreed to by the parties.

4.3.2 Within ten (10) school days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator competent in the area of the Grievance, and will obtain a commitment from said arbitrator to serve.

4.3.3 If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may request appointment of an Arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

4.3.4 The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

4.3.5 The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement.

4.3.6 The decision of the Arbitrator shall be final and binding upon all parties.

4.3.7 The costs of the services of the Arbitrator, including expenses, if any, will be borne equally by the District and the Association.

ARTICLE V

WAGES

§5.1 Schedules

Salary schedule placement for Teaching Assistants shall be established at the effective date of employment and re-examined and adjusted if appropriate at the start of each semester by the Director of Human Resources.

5.1.1 Schedule A - An individual, hired on or before February 2, 2004, eligible for or possessing temporary certification as a Teaching Assistant; and Teaching Assistants at level I in accordance with the Commissioner's Regulations for Teaching Assistant License Requirements for those hired on or after February 2, 2004, will be paid according to Schedule A

5.1.2 Schedule B - An individual, hired on or before February 2, 2004, who has completed one year's service as a Teaching Assistant, but who has not completed the academic requirements for the continuing certification; and Teaching Assistants at Level II in accordance with the Commissioner's Regulations for Teaching Assistant License Requirements on or after February 2, 2004 will be paid according to Schedule B.

5.1.3 **Schedule C** - An individual, hired on or before February 2, 2004, who meets the pre-2004 requirements for the continuing Teaching Assistant Certificate or who possesses a valid teaching certificate; and Teaching Assistants at Level III in accordance with the Commissioner's Regulations for Teaching Assistant License Requirements on or after February 2, 2004, will be paid according to Schedule C

5.1.4 **Schedule D** - Effective February 2, 2004, and thereafter, Teaching Assistants employed by the District who possess a valid teaching certificate; and Teaching Assistants at level IV, "Pre-Professional" in accordance with the Commissioner's Regulations for Teaching Assistant license Requirements on or after February 2, 2004 will be paid according to Schedule D.

§5.2 Hourly Rates

5.2.1 Teaching Assistants

	Schedule A	Schedule B	Schedule C	Schedule D
2012-13	$ 20.70/hr.	$ 21.79/hr.	$ 22.96/hr.	$ 24.25/hr.
2013-14	$ 21.17/hr.	$ 22.28/hr.	$ 23.48/hr.	$ 24.80/hr.
2014-15	$ 21.70/hr.	$ 22.84/hr.	$ 24.07/hr.	$ 25.42/hr.

5.2.2 Teaching Assistants with Technology Specialization

	Schedule A	Schedule B	Schedule C	Schedule D
2012-13	$ 22.15/hr.	$ 23.21/hr.	$ 24.38/hr.	$ 25.70/hr.
2013-14	$ 22.65/hr.	$ 23.73/hr.	$ 24.93/hr.	$ 26.28/hr.
2014-15	$ 23.22/hr.	$ 24.32/hr.	$ 25.55/hr.	$ 26.94/hr.

5.2.3 Interpreters

2012-13	$ 38.66/hr.
2013-14	$ 39.53/hr.
2014-15	$ 40.52/hr.

§5.3 Longevity

5.3.1 Teaching Assistants and Interpreters with five (5) or more years continuous Teaching Assistant service in the District since the latest date of hire shall receive the following addition to their hourly rate (§5.2 above):

2012-13 $ .93 2013-14 $ .95 2014-15 $ .97

5.3.2 Teaching Assistants and Interpreters with ten (10) or more years continuous Teaching Assistant service in the District since the latest date of hire shall receive the following addition to their hourly rate (§5.2 above):

2012-13	$ 1.10	2013-14	$ 1.12	2014-15	$ 1.15

5.3.3 Teaching Assistants and Interpreters with fifteen (15) or more years continuous Teaching Assistant service in the District since the latest date of hire shall receive the following addition to their hourly rate (§5.2 above).

2012-13	$ .54	2013-14	$ .55	2014-15	$ .56

5.3.4 Teaching Assistants and Interpreters with twenty (20) or more years continuous Teaching Assistant service in the District since the latest date of hire shall receive the following addition to their hourly rate (§5.2 above).

2012-13	$ .55	2013-14	$ .56	2014-15	$ .57

5.3.5 For purposes of this Article, Teaching Assistants and Interpreters who commenced employment at or prior to the mid-point of the work year shall be credited with a year of service for that year. Approved leaves of absence without pay do not interrupt continuous service but shall not add to service credit. All paid leaves of absence shall be counted as credited service.

ARTICLE VI

PAID LEAVE OF ABSENCE

§6.1 Sick Leave

6.1.1 Teaching Assistants will earn one and one-half (1.5) days of paid sick leave credit for each month of employment cumulative to 200 days. Effective July 1, 1993, sick leave shall be considered leave due to illness and/or quarantine of the Employee, or illness of a person in the Employee's immediate family requiring the presence of the Employee; or death in the Employee's immediate family or household. Ten (10) days of accumulated leave may be used each year for such purposes. When a unit member accumulates the maximum number of unused sick days, he/she shall have use of a new 15 sick days each year before any of the maximum accumulated days are consumed.

6.1.2 On the effective date of employment, each Teaching Assistant will be credited with the equivalent of one and one-half (1.5) days of sick leave for each month of anticipated active employment during the first year in the District. Thereafter, the equivalent of one and one-half (1.5) days paid sick leave credit per month of anticipated employment will be granted to each Teaching Assistant at the beginning of the school year. For purposes of this article, the regular work year for Teaching Assistants assigned to compensatory programs (Title I) shall be the basic ten (10) months, September-June, school year.

6.1.3 The District reserves the right to request a physician's certificate to justify use of the sick leave privilege. The certificate will be requested before the sick leave terminates. It will normally be provided by the Teaching Assistant's own physician; however, if the District requires an examination by a school designated physician, the expense of such an examination would be borne by the District.

6.1.4 A Teaching Assistant who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned in accordance with paragraph 5.1.1 and 5.1.2 above, will have the difference (based on current hourly rate and regular daily hours) deducted from final pay.

6.1.5 A Teaching Assistant who is unable to perform duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave if so entitled.

6.1.6 Teaching Assistants assigned to summer programs will be credited with 2 days paid sick leave for the summer session. Said leave is non-cumulative.

§6.2 Sick Leave Bank

A sick leave bank (the "Bank") is established to provide additional sick leave pay to Employees whose personal sick leave accumulation becomes exhausted.

6.2.1 Committee: A committee to consist of two persons appointed by the Association and one person appointed by the Superintendent of Schools (the "Committee") will oversee the Bank including approval of requests for use of sick leave bank credits. The vote of a majority of the entire Committee is required to conduct Committee business. Where a conflict of interest is perceived, the Association President or Superintendent of Schools will, on an ad hoc basis, replace a challenged Committee member at the request of the other.

6.2.2 Enrollment: New Employees will be offered an opportunity to enroll in the Bank by executing an enrollment application and authorizing the contribution of a day of their sick leave accumulation to the Bank. Thereafter, membership in the Bank shall be continuous until affirmatively rescinded in writing. Contributions to the Bank will be automatic at the determination of the Committee when the Bank balance falls to 30 days. Members will receive notification of the automatic deduction. Employees who choose to discontinue their participation in the Bank will not be eligible for restoration of the contributions they have made to the Bank.

6.2.3 Entitlement: Employees who are enrolled in the Bank prior to the onset of disability leave and whose personal and sick leave becomes exhausted may petition the Committee through the ULFA President for Bank credits. The Committee will review the request and, at the discretion of the Committee, will review a statement from the applicant's physician verifying disability. Further verification of disability may be required by the District at the District's expense. There may be a 5-day delay between exhaustion of personal and sick leave and the onset of Bank entitlement. Commencing the sixth day, exclusive of Saturdays and Sundays, following depletion of the Employee's personal and sick leave, the Committee shall award sufficient Bank credits to maintain the Employee's regular salary rate for the period of anticipated disability not to exceed the conclusion of the current school year or the maximums stipulated below.

Should the disability persist longer than originally anticipated, 20-day renewals of sick leave Bank credit may be awarded by the Committee.

6.2.4 Maximum Entitlement: The maximum Bank credit to which an Employee shall be entitled is 30 days in any school year, not to exceed a career maximum of 90.

6.2.5 Waiver of 5-Day Delay: Where an Employee's actual sick leave accumulation at the onset of disability is 75% or more of the Employee's maximum possible accumulation, the 5-day delay would be waived. For example: an Employee in the tenth year of service has been credited with 150 days sick leave. The 75% threshold represents 112.5 days. If the Employee had 112.5 days or more at the onset of disability and exhausted the entire accumulation, the 5-day delay would be waived. Where there are recurrences of a condition leading to a disability, whether the 5-day delay was originally imposed or waived, the delay would be waived.

6.2.6 Unused Credits: Upon return to service, unused Bank credits are returned to the Bank. Employees with no sick leave accumulation will be awarded paid sick leave of one and one-half days per month for the duration of the current year from the Bank. This award is non-cumulative. Where the Employee's annual maximum of 30 days or career maximum of 90 days Bank credit has been exhausted, the District will advance sick leave credit in accordance with policy GCBDA Sick Leave Extension.

6.2.7 Appeals: In the event an applicant for sick leave bank credit challenges the decision of the Committee, an appeal will be heard by a tri-party panel consisting of one person selected by the applicant, one person selected by the Association and one person selected by the District. The decision of a majority of the panel shall be binding.

§6.3 Emergency or Personal Business Leave

6.3.1 Teaching Assistants who are regularly employed for 22.5 hours per week or more shall be given five (5) working days per school year with pay for emergency or personal reasons as set forth on the Attendance Transmittal Form attached hereto as Exhibit B.

6.3.2 Teaching Assistants who are regularly employed for less than 22.5 hours per week shall be given three (3) working days per school year with pay for emergency or personal reasons as set forth on the Attendance Transmittal Form attached hereto as Exhibit B.

6.3.3 It is the specific intent of the parties that the leaves provided in this section are not granted for the purpose of a "day off" or a holiday or to supplement a legal holiday or vacation. Moreover, it must be the case that such emergency or personal business obligation needs the personal attention of the Teaching Assistant and cannot be attended to at other than normal working hours. Abuse of this privilege shall be cause for appropriate disciplinary action.

6.3.4 Any unused portion of the leave granted by this section shall accumulate to the Teaching Assistant's sick leave credit at the end of any school year.

6.3.5 The Attendance Transmittal Form shall be completed whenever possible prior to each of the personal days.

§6.4 Jury Duty Leave

6.4.1 A Teaching Assistant required to be absent to serve on jury duty on a regular work day shall receive for each day thereof his/her regular salary. Jury duty pay will be remitted to the School District Treasurer promptly upon receipt.

6.4.2 Expense allowances received in connection with jury service shall not be considered jury duty pay.

A R T I C L E VII

LEAVE OF ABSENCE WITHOUT PAY

§7.1 Short Term Leave of Absence Without Pay

Leave of absence without pay not to exceed thirty (30) days may be granted to a Teaching Assistant upon written application to the building principal and program director and the approval of the Superintendent of Schools.

§7.2 Long Term Leave of Absence Without Pay

7.2.1 Requests for leave of absence without pay for periods in excess of thirty (30) days and not more than two years for purposes of child bearing/child rearing shall be granted.

7.2.2 Requests for leave of absence without pay for periods in excess of thirty (30) days for reasons other than parental may be granted by the Board of Education upon the affirmative recommendation of the Superintendent of Schools.

§7.3 Child Rearing/Family or Personal Medical

7.3.1 The District's obligation to contribute to group health and prescription insurance premiums for employees on a leave of absence without pay is limited to 12 months of premium costs.

7.3.2 **Academic** - For an employee on an academic leave of absence without pay for the purpose of educational advancement related to Pre-K through 12 education, the District's obligation to contribute to group health and prescription insurance premiums is limited to 5 months of premium costs.

A R T I C L E VIII

STAFF DEVELOPMENT

§8.1 Teaching Assistant In-service Education

8.1.1 Teaching Assistants are eligible to participate in the District's in-service education program. Teaching Assistants who satisfactorily complete in-service education activities which are conducted or sponsored by the District's in-service education committee shall be compensated at the rate of $13 per hour.

8.1.2 Teaching Assistants who teach in-service education courses shall be paid at the same rates as members of the Teachers' bargaining unit.

§8.2 Professional Conference Attendance

8.2.1 Upon written application, Teaching Assistants may be permitted to attend conferences, seminars, workshops and other professional improvement sessions. Such attendance may be on paid or unpaid status, with or without expense reimbursement and shall be presumed to be without salary or expense reimbursement except to the extent that the payment of salary and/or reimbursement of expenses is expressly authorized in advance.

8.2.2 Teaching Assistants who are assigned to compensatory education programs shall secure necessary authorization from the Supervisor of Compensatory Programs and shall notify building principals and teachers with whom they work.

8.2.3 Teaching Assistants who are assigned to other programs shall secure necessary authorization from building principals and shall notify program supervisors where appropriate and teachers with whom they work.

8.2.4 Where Teaching Assistants are required by the District to attend such sessions, they will be paid their normal wages and necessary expenses will be reimbursed.

§8.3 Visiting Days

8.3.1 Upon written application, visiting days may be permitted for Teaching Assistants on a paid or unpaid status with or without expense reimbursement. Such days shall be presumed to be without salary and expense reimbursement except to the extent that the payment of salary and reimbursement of expenses is authorized in advance.

8.3.2 Teaching Assistants who are assigned to compensatory education programs shall secure necessary authorization from the Supervisor of Compensatory Programs and shall notify building principals and teachers with whom they work.

8.3.3 Teaching Assistants who are assigned to other programs shall secure necessary authorization from building principals and shall notify program supervisors where appropriate and teachers with whom they work.

8.3.4 Where Teaching Assistants are required by the District to attend such sessions, they will be paid their normal wages and necessary expenses will be reimbursed.

ARTICLE IX

WORK YEAR/WORK DAY

§9.1 Basic Work Year

The work year for Teaching Assistants other than those in compensatory programs shall be the same as the student year plus the Tuesday and Wednesday following Labor Day. However, Superintendent's Conference Days shall be regular, paid workdays.

§9.2 Compensatory Programs

Teaching Assistants in Compensatory Programs shall have a work year of at least 150 days. Should the District be unable to provide 150 days of employment for Teaching Assistants in Compensatory Programs, the District shall:

9.2.1 Notify all such Teaching Assistants and the Association at least thirty (30) days in advance of the beginning of the regular school year.

9.2.2 Provide all such Teaching Assistants and the Association with a detailed written explanation of the reason(s) for the proposed deviation.

9.2.3 Afford the Association an opportunity to meet and confer with District staff regarding proposed deviation. Such an opportunity shall not be considered "negotiations".

§9.3 Emergency Closings

In the event that schools are closed or opened late or dismissed early due to inclement weather conditions or other emergency situations, Teaching Assistants shall be compensated at their regular rate for their regular hours. Where excessive snow days or other emergency closings cause a reduction in pupil attendance days below the State required 180, Teaching Assistants will work the necessary number of extra days scheduled for pupils during vacation periods without additional compensation if so requested by the District. The Association shall have the right to consult with the District on the rescheduling of the days.

§9.4 Full-time Work Day - Paid Lunch

Full-time (7-1/4 hours per day) Teaching Assistants shall be granted a 30-minute duty-free paid lunch period within the normal school day.

§9.5 Duty Free Periods

9.5.1 Teaching Assistants working thirty (30) hours per week or more shall be entitled to two (2) daily duty-free periods of fifteen (15) minutes each. Teaching Assistants may use these two duty free periods consecutively at or near the school lunch time where there is no conflict with assigned duties.

9.5.2 Teaching Assistants working fifteen (15) to twenty-nine (29) hours per week shall be entitled to one (1) daily duty-free period of fifteen (15) minutes.

§9.6 Student Absenteeism

Teaching Assistants whose work responsibilities involve as few as one student will not be denied payment in the event the student with whom they are assigned is not in attendance. The District may make an offer of alternative appropriate duties. The District is not obligated to make payment where the Teaching Assistant has not accepted the alternate assignment. In cases of extended student absenteeism or removal of the student from District schools, staffing patterns and work schedules may be adjusted by the District.

§9.7 **Training**

Within the scope of approved budget appropriations, the District will provide Teaching Assistants new to their assignments with appropriate training experiences within a reasonable period of time.

ARTICLE X

HOLIDAYS

The following shall be the schedule of paid holidays for all Teaching Assistants covered by this Agreement where such holidays fall within the work year. Holidays identified below which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on Sunday shall be observed on the following Monday:

Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	President's Birthday
Friday after Thanksgiving	Good Friday
Christmas Day	Memorial Day

ARTICLE XI

PERSONNEL FILES

§11.1 The official personnel file for Teaching Assistants shall be maintained by the District's personnel office. A duplicate of this file may be retained by the immediate supervisor. The personnel file shall contain records, reports, recommendations and correspondence between the Teaching Assistant and the District subsequent to employment. Copies of said documents shall be distributed to the Teaching Assistant. Teaching Assistants may inspect personnel files upon request and make copies of material found therein at a cost not to exceed $.10 a page. Pre-employment and confidential information shall not be considered part of the personnel file.

§11.2 No complaint shall be placed in a Teaching Assistant's file without his/her knowledge and an opportunity to make a written statement of explanation to be attached.

ARTICLE XII

NOTICE OF VACANCY

§12.1 Notice of vacant Teaching Assistant positions shall be posted in conspicuous locations in each school, the Administrative Office and the Educational Communications Center for ten (10) days prior to the filling by the Board of Education for such position. Where there is less than thirty (30) days notice of vacancy, the requirement to post such a notice of vacancy is waived. The applications of Teaching Assistants who hold appropriate certifications and who make proper application in a timely fashion will be reviewed by the District.

§12.2 The District will review applications from incumbent Teaching Assistants who hold the appropriate teacher certification and who make proper application for teaching vacancies.

ARTICLE XIII

LAYOFF/RECALL

§13.1 Full Time Teaching Assistants

Full-time Teaching Assistants shall be provided all of the layoff and recall rights provided by law.

§13.2 Thirty Hours Per Week, or More

The names of Teaching Assistants working thirty (30) hours or more per week but less than full-time shall be placed on a second seniority list (in addition to the seniority list provided full-time Teaching Assistants). In cases of reduction in force involving such Teaching Assistant assignments, the Teaching Assistant with the least seniority shall be the first to be laid off. Recall to thirty (30) hours or more positions shall be on a seniority basis with those laid off Teaching Assistants with most seniority being recalled first. Recall rights shall remain in effect for four (4) years. These provisions are intended only to protect the more senior Teaching Assistants from layoff. It is not intended that "bumping rights" to certain positions are created. Assignment and reassignment of positions is left to the discretion of the District.

§13.3 Title I, Less Than Thirty Hours Per Week

The names of compensatory education (Title I) Teaching Assistants working fewer than thirty (30) hours per week shall be placed on a third seniority list. In cases of reduction in force involving such teaching assistant assignments the Teaching Assistant with the least seniority shall be the first to be laid off. Recall to fewer than thirty (30) hour positions shall be on a seniority basis with those laid off Teaching Assistants with most seniority being recalled first. Recall rights shall remain in effect for four (4) years. These provisions are intended only to protect the more senior Teaching Assistants from layoff. It is not intended that "bumping rights" to certain positions are created. Assignment and reassignment of positions is left to the discretion of the District.

§13.4 Seniority Lists

Copies of said seniority lists shall be provided to the United Liverpool Faculty Association upon reasonable request.

§13.5 Restoration of Hours

As additional Teaching Assistant hours are authorized in a particular location, the District will make a good faith effort to restore the hours of Teaching Assistants at that location whose regular hours have been reduced involuntarily from those enjoyed earlier in the current year or in either of the two preceding years before other Assistants' hours are increased or new personnel are employed. Such good faith effort shall not extend to disrupting the regular hours of employment or assigned duties of other Assistants without their consent.

ARTICLE XIV

PROFESSIONAL LIABILITY

§14.1 Teaching Assistants shall be provided the liability protections afforded by Law for as long as the Law provides such protections.

§14.2 Teaching Assistants shall be reimbursed for any medical costs and for costs of replacing or repairing dentures, eye glasses, hearing aids or any similar bodily appurtenances which are damaged, destroyed or lost while the Teaching Assistant is acting in the legal discharge of assigned duties involving students within the scope of employment. Claims shall be filed by the Teaching Assistant pursuant to Workers' Compensation Law and for any insurance carried by the District prior to making application for reimbursement from the District. Such reimbursement shall not exceed 100% of the loss sustained.

§14.3 In order to be eligible for such reimbursement, the Teaching Assistant must report the incident to the Superintendent of Schools. The report should be filed as soon as practicable and, except in unusual circumstances, should be filed within five (5) school days of the incident.

ARTICLE XV

RETIREMENT AND LOCAL SEPARATION STIPEND

§15.1 Retirement System Membership

Teaching Assistants are entitled to become members of the New York State Teachers Retirement System as provided by law. Upon initial employment, all Teaching Assistants will be presented with information regarding membership in the NYSTRS and offered opportunity to join the System as provided by law. Additional information regarding NYSTRS membership is available upon request from the District, the Association and the System.

§15.2 Local Separation Stipend

15.2.1 Upon separation from employment, including retirement in accordance with the terms of the New York State Teachers Retirement System, after ten (10) years of continuous active service in the District since the last date of appointment, Teaching Assistants shall be entitled to receive a stipend based on the Teaching Assistant's earned and unused sick leave days as of the end of the month preceding the effective date of separation from employment multiplied by $25.

15.2.2 The local separation stipend shall not be available in situations where a disciplinary proceeding has been initiated and has not been resolved.

§15.3 District Retirement Incentive

A retirement incentive of $3,000 shall be awarded to each Teaching Assistant who retires within the first fiscal year of achieving full eligibility for retirement without penalty in accordance with the following:

15.3.1 **Full eligibility is defined as follows:**

Age 55 or older and eligible for benefits without penalty under the New York State Teachers' Retirement System ("NYSTRS").

O R

Age 55 or older with ten (10) or more years of employment in the District.

15.3.2 This incentive shall be in addition to the local separation stipend to which a Teaching Assistant may be entitled under §15.2 above.

15.3.3 Not later than December 1 of each fiscal year the District will give written notice to each Teaching Assistant who will achieve 54 years of age during the current fiscal year that the Teaching Assistant might become eligible for the retirement incentive during the next fiscal year.

15.3.4 Determination of a Teaching Assistant's eligibility for the incentive will be based upon the credited service reported on the Teaching Assistant's current annual statement from the NYSTRS or the last date of effective employment in the District, whichever is applicable.

15.3.5 Teaching Assistants will submit an irrevocable letter of intent to retire from the District to the personnel office not less than ninety (90) days prior to the effective date of retirement.

15.3.6 Payment of the incentive will be made within sixty (60) days of the effective date of retirement.

15.3.7 Acceptance by a Teaching Assistant of any State retirement incentive which might become available will constitute a waiver of entitlement to the District incentive.

15.3.8 The District's fiscal year is the period July 1 through June 30.

A R T I C L E XVI

JOB DUTIES AND FUNCTIONS

§16.1 Pupil Lifting

The District and the United Liverpool Faculty Association recognize that special education pupils who are in the care of a Teaching Assistant have special needs. Some of these students require physical assistance, such as lifting. There are certain prerequisites that must be acknowledged:

16.1.1 The lifting of a student should be supervised by two persons unless circumstances dictate otherwise.

16.1.2 The Teaching Assistant must be properly trained and physically capable of lifting a particular student.

16.1.3 The District and the United Liverpool Faculty Association also recognize that if a pupil is unable to be lifted by two persons, other alternatives for lifting must be sought.

§16.2 Teaching Assistants in Special Education - Pupil Lifting

16.2.1 The Executive Director of Special Education will identify Special Education Teaching Assistants who are employed in situations where pupils require "lifting". These Teaching Assistants identified will be provided training in lifting techniques by the 30th of September of each school year by appropriately certified/licensed staff.

16.2.2 All newly appointed Special Education Teaching Assistants employed in job situations which require lifting will receive training in lifting techniques within the first month of employment, by appropriately certified/licensed staff.

16.2.3 The building principal or his/her designee will maintain a list of the special education pupils needing physical assistance. This list will also include Teaching Assistants trained in lifting techniques and other designated persons who are trained to perform lifting responsibilities in that building.

16.2.4 There will be an annual review by the Executive Director of Special Education of the placement of special education pupils who need lifting. If a pupil requiring such assistance is moving from one class to another, the Executive Director of Special Education will make sure that a trained Teaching Assistant is in place at the receiving classroom.

16.2.5 Any problems that arise regarding a specific Teaching Assistant will be dealt with on an individual basis. The Executive Director of Special Education, the Assistant Superintendent for Human Resources and the United Liverpool Faculty Association will jointly concur regarding such cases.

§16.3 Pupils With Special Needs

Within the scope of approved budget appropriations, the District will provide Teaching Assistants who work with pupils with special needs with appropriate training experiences within a reasonable period of time.

ARTICLE XVII

MILEAGE ALLOWANCE

Teaching Assistants who are required to travel between units or buildings or who are required to travel on official school business during the normal work day shall be reimbursed at the highest rate per mile paid by the District for the necessary use of their personal cars.

ARTICLE XVIII

TENURE

Full-time Teaching Assistants shall be eligible for tenure appointment and, upon such appointment, granted the rights conferred by tenure. Any Teaching Assistants hired on a full-time basis subsequent to July 1, 1986 shall also be provided with tenure and attendant rights.

ARTICLE XIX

GROUP INSURANCE

§19.1 Health, Major Medical, Prescription

19.1.1 Full-time Teaching Assistants (Article XIX) may participate in the District's health, major medical, life and prescription insurance plans on the same basis as Teachers.

19.1.2 Teaching Assistants who are regularly employed for 22.5 hours or more per week may participate in the District's health, major medical, life and prescription insurance plans on the same basis as Teachers. In addition, those Teaching Assistants who have worked twenty-two and one-half (22.5) hours per week or more for one (1) school year and who are involuntarily reduced to fewer than twenty-two and one-half (22.5) hours per week shall also receive the same insurance benefits as outlined in this paragraph.

19.1.3 Teaching Assistants who are regularly employed for fewer than twenty-two and one-half (22.5) hours per week may participate in the District's health, major medical, life and prescription insurance plans by pre-paying in accordance with established District billing practices the entire quarterly premium for the insurance coverage selected.

19.1.4 Effective January 1, 2010, the District will carry the Excellus Classic Blue Region Wide insurance plan unless otherwise agreed upon by the parties. The District shall continue in effect the benefit levels in accordance with those described in the Excellus Classic Blue Region Wide health insurance contracts in effect on January 1, 2010. Effective September 1, 2013, the prescription drug benefit shall be amended to provide the following: a 30-day supply retail shall cost the participant a $5 co-pay for tier one prescriptions; a $15 co-pay for tier two prescriptions; and a $30 co-pay for tier three prescriptions. A 90-day mail order supply shall cost the participant a $10 co-pay for tier one prescriptions; a $30 co-pay for tier two prescriptions; and a $60 copay for tier three prescriptions. All other features of the plan effective August 31, 2013 shall remain in place. The District shall continue in effect the prescription drug benefit levels in accordance with those in effect September 1, 2013 unless otherwise agreed upon by the parties. Information describing the prescription drug formulary (listing of prescription drugs and their corresponding tiers) shall be made available to the participant upon request.

19.1.5 The District shall contribute 95% of the premium for each participating Teaching Assistant's coverage and 90% of the premium for a participant's dependent coverage. For Teaching Assistant's appointed on or after July 1, 2007, the District shall contribute 85% of the premium for participation in the group health insurance premium for a dependent's coverage.

19.1.6 Effective September 1, 2013, the District shall make available to all unit members an Employee Assistance Program (EAP).

19.1.7 Effective September 1, 2013, where both spouses are active employees of the District and coverage for dependent children is desired, a family coverage must be elected. Neither spouse will be permitted to elect an individual coverage in addition to the family coverage.

Where one spouse is an active employee of the District and the other spouse is a retiree of the District and coverage for eligible dependents is desired, a family coverage must be elected. Neither spouse will be permitted to elect an individual coverage in addition to the family coverage. If one of the spouses dies, the surviving spouse will be permitted to continue coverage under the District's plan and shall be entitled to elect the applicable coverage (individual or family) by request within 30 days (or within the timeframe specified in the insurance carrier's guidelines, whichever is later) of notification of the death of his/her spouse.

Where both spouses are retirees of the District and coverage for eligible dependents is desired, a family coverage must be elected. Neither spouse will be permitted to elect an individual coverage in addition to the family coverage. If one of the spouses dies, the surviving spouse will be permitted to continue coverage under the District's plan and shall be entitled to elect the applicable coverage (individual or family) by request within 30 days (or within the timeframe specified in the insurance carrier's guidelines, whichever is later) of notification of the death of his/her spouse.

§19.2 Dental

19.2.1 Full-time Teaching Assistants (Article XIX) may participate in the District's dental insurance plan on the same basis as Teachers.

19.2.2 Teaching Assistants who are regularly employed on a less than full-time basis may participate in the District's dental insurance plan by pre-paying in accordance with established District billing practices the entire quarterly premium for the insurance coverage selected.

§19.3 HMO Premiums

The District's contribution to Health Maintenance Organization (HMO) premiums shall not exceed the dollar contributions which the District contributes to the basic health and major medical plans.

§19.4 Retiree Insurance

19.4.1 Upon retirement after ten (10) years of service to the school district, a Bargaining Unit Member with an effective date of employment prior to July 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.

19.4.2 Upon retirement after fifteen (15) years service to the school district, a Bargaining Unit Member with an effective date of employment subsequent to July 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.

§19.5 Parity

Any improvement in the District's group insurance program which is put into effect by the District during the term of this agreement for any of its employees covered by collective bargaining agreements, shall automatically become applicable to full-time Teaching Assistants (Article XIX).

§19.6 Flexible Benefit Spending Plan

Effective July 1, 2006, the District will offer a Section 125 Flexible Benefit Spending Plan for Category I, II, III and IV (payroll deduction insurance premium contributions, unreimbursed medical expenses, dependent care and non-payroll deduction insurance premiums). Teacher Assistants who elect to enroll in the flexible benefit spending plan will participate in all categories of the plan with no annual fee.

Employees who elect to participate in Categories II, III or IV of the Flex Benefit Spending Plan must submit a signed Enrollment application one month prior to the start of the Plan Year.

§19.7 Continued Health Insurance for Surviving Spouses:

19.7.1 Surviving spouses and/or dependents of active or retired employees are eligible for twelve (12) months of continued dependent health insurance coverage equal to that which was in force on the date of death of the employee or retiree.

19.7.2 During said 12-month period, the surviving spouse and/or dependent(s) shall pay the employee premium contribution rate in accordance with the terms of the appropriate bargaining agreement.

19.7.3 Upon expiration of the 12-month period, the surviving spouse and/or dependent(s) will be eligible for continued health insurance benefits through COBRA.

ARTICLE XX

FULL-TIME TEACHING ASSISTANTS

The phrase Full-time Teaching Assistant as used throughout this agreement shall refer to the persons named below for so long as they remain in continuous service as Teaching Assistants:

Sanderson, Karen Karle, Laura

ARTICLE XXI

LABOR MANAGEMENT COMMITTEE

Representatives of the District and the bargaining unit will meet as necessary to discuss matters of joint concern and attempt to achieve mutually satisfactory solutions.

ARTICLE XXII

TRANSFERS

When it becomes necessary to transfer Teaching Assistants from one building to another, the District shall first seek volunteers for transfer from within the building(s) affected. If there are not enough volunteers to meet the District's needs, the District shall then make the necessary transfers on a seniority basis. Seniority shall be defined as total service to the District as a Teaching Assistant. However, the transfers shall be effected utilizing four (4) categories of Teaching Assistants. The four (4) categories are:

1. Special Education
2. Compensatory Education (Title I)
3. Computer Laboratories
4. General Classroom/Departmental

ARTICLE XXIII

SUPERVISION AND EVALUATION

§23.1 The purpose of having Teaching Assistant Evaluation is to help them improve their skills and to compile adequate information to validate decisions concerning continuation or termination of employment in the District.

§23.2 Every Teaching Assistant, upon employment or upon change of assignment, shall be furnished with a list of duties and responsibilities.

§23.3 Every Teaching Assistant shall be evaluated using the attached Evaluation Form. This evaluation shall be done no later than March 1 of each school year. These evaluations shall be completed by the building principal or another designated administrator.

§23.4 This evaluation shall be reasonably comprehensive in nature and based on first-hand classroom observations as well as the Teaching Assistant's general performance in carrying out his/her duties and responsibilities. Statements contained in section III of this report shall point out strengths and weaknesses, if any, and if necessary, offer suggestions for improvement.

§23.5 The evaluation shall be discussed with the Teaching Assistant within ten (10) school days of the receipt of the evaluation. The Teaching Assistant shall then initial the evaluation to indicate that it has been read. The Teaching Assistant will then have the right to submit a written personal statement relative to the contents of the evaluation.

§23.6 Nothing herein shall be construed to preclude such additional supervisory and evaluative activity as is deemed to be necessary or appropriate by the Administration.

§23.7 Suggestions with reference to changes of the form and content of supervisory and evaluation reports as well as the procedure by which they will be administered will be solicited from the Association Executive Committee. A copy of the evaluation form is attached hereto as Exhibit C.

§23.8 All monitoring or observation of the performance of a Teaching Assistant shall be conducted openly. No electronic devices will be used for the purpose of evaluation without the express written consent of the Teaching Assistant and the Building Representative. The Building Representative shall not have the power to veto a consent given by the Teaching Assistant.

§23.9 Any evaluation which indicates that a Teaching Assistant has a need to improve skills will be accompanied by written suggestions intended to assist the Teaching Assistant in improvement of performance.

§23.10 A good faith effort shall be made to notify, by May 1, each Teaching Assistant who is not re-employed for the following school year.

§23.11 **Decision for Continued Employment**
The decision for continued employment of Teaching Assistants will be consistent with the facts. No Teaching Assistant shall be subject to disciplinary action or discharge without just cause.

§23.12 **Performance of Duties**
If a Teaching Assistant's performance of duties is unsatisfactory but correctable, the District shall, prior to taking disciplinary action, inform the Teaching Assistant in writing of the nature of the dissatisfaction and the suggested corrective action.

§23.13 **Final Interview**

23.13.1 Any Teaching Assistant whose employment is terminated for any reason may obtain a final exit interview with the building administrator and/or the Superintendent.

23.13.2 All forms and information available to the District applicable to termination of employment will be available during said final interview.

A R T I C L E XXIV

TUITION REIMBURSEMENT

§24.1 Teaching Assistants with one year or more of regular employment are eligible to participate in a tuition reimbursement program.

§24.2 To be eligible for tuition reimbursement, courses must be taken at a recognized agency or institution competent to offer appropriate instruction.

§24.3 Courses must be functionally related to a Teaching Assistant's duties.

§24.4 Approval of courses for reimbursement shall rest with the Assistant Superintendent for Human Resources. Such approval shall be sought before a commitment to participate is made.

§24.5 Upon satisfactory completion, a tuition reimbursement request shall be completed by the Teaching Assistant and forwarded to the Assistant Superintendent for Human Resources with evidence of satisfactory completion.

§24.6 Tuition reimbursement shall be permitted in an amount not to exceed $150 per year per participating Teaching Assistant, to a unit maximum of $2,500 on a first come, first served basis.

ARTICLE XXV

STUDENT CLUBS AND ORGANIZATIONS

Teaching Assistant applicants who are qualified shall be considered for appointment to coaching or student organization advisory assignments before persons who are not Teachers in the school district. Upon appointment to such positions, Teaching Assistants shall be compensated at the rates provided in the Teachers' collective bargaining agreement. The decision as to whether an applicant is qualified shall rest with the District.

ARTICLE XXVI

TERM

This Agreement shall become effective and retroactive, except as may be stipulated to the contrary herein, to July 1, 2012, and shall continue in full force and effect through June 30, 2015. Negotiations for a subsequent term shall commence on written request by either party to the other given subsequent to January 2, 2015.

ARTICLE XXVII

ENTIRE AGREEMENT

This Agreement contains the entire formal Agreement between the parties on the subject matters set forth herein and may be modified or amended only by written agreement of the parties.

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.

LIVERPOOL CENTRAL SCHOOL DISTRICT

DATE: 12/20/13 BY: _____

Mark F. Potter
Superintendent

UNITED LIVERPOOL FACULTY ASSOCIATION

DATE: 12/20/13 BY: _____

Richard J. Funnell
President

APPENDIX I

JOB COACHES

Appendix I contains all of the terms and conditions of employment for Job Coaches who receive from the Liverpool Central School District an assurance of continuing employment in conformance with Civil Service Law §201.7(d) for the duration of the period covered by such assurance.

§1.1 Compensation

	2012-13	2013-14	2014-15
No degree (1st year)	$17.19	$17.58	$18.02
With Degree (1st year)	$19.45	$19.89	$20.39
No Degree (2nd year +)	$19.45	$19.89	$20.39
With Degree (2nd year +)	$21.69	$22.18	$22.73

§1.2 Agency Fee

The District shall deduct from the salary of each Job Coach who is not a member of the United Liverpool Faculty Association a service fee as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge which shall be payable and forwarded to the Association will be deducted in accordance with current dues deduction procedures and shall be an amount equal to the Association's regular dues for Job Coaches. Agency fee paying members are entitled, upon written request, to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

§1.3 Paid Leave of Absence

§1.3.1 Sick Leave

(i) Job Coaches will earn one-half (.5) day of paid sick leave credit for each month of employment cumulative to 30 days.

(ii) On the effective date of employment, Job Coaches will be credited with the equivalent of one-half (.5) day of sick leave for each month of anticipated active employment during the first year in the District. Effective July 1, 2001 and thereafter, the equivalent of one-half (.5) day paid sick leave credit per month of anticipated employment will be granted to each Job Coach at the beginning of the school year.

(iii) The District reserves the right to request a physician's certificate to justify use of the sick leave privilege. The certificate will be requested before the sick leave terminates; it will normally be provided by the Job Coach's own physician; however, if the District requires an examination by a school designated physician, the expense of such an examination would be born by the District.

(iv) A Job Coach who is unable to perform duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave if so entitled.

§1.3.2 Emergency or Personal Business Leave

(i) Effective July 1, 2000 Job Coaches who are regularly employed for 22.5 hours per week or more shall be given two (2) working days per school year with pay for emergency or personal reasons as set forth on the Attendance Transmittal Form attached hereto as Exhibit B.

(ii) It is the specific intent of the parties that the leaves provided in this section are not granted for the purpose of a "day off" or a holiday or to supplement a legal holiday or vacation. Moreover, it must be the case that such emergency or personal business obligation needs the personal attention of the Job Coach and cannot be attended to at other than normal working hours. Abuse of this privilege shall be cause for appropriate disciplinary action.

(iii) Any unused portion of the leave granted by this section shall accumulate to the Job Coach's sick leave credit at the end of any school year.

(iv) The Attendance Transmittal Form shall be completed wherever possible prior to each of the personal days.

§1.3.3 Jury Duty Leave

A Job Coach who is called to jury duty will seek reassignment to a time period which does not conflict with their work year. Where this is not possible, leave of absence with pay will be awarded.

§1.3.4 Excess Use

A Job Coach who, upon termination of employment, has taken paid leave in excess of the number of paid leave days earned in accordance with this provision, will have the difference (based on current hourly rate and regular daily hours) deducted from final pay.

§1.3.5 Differing Interpretations

Should any differences arise between the Job Coach and Immediate Supervisor regarding the correct interpretation of this provision, either party may consult the Director of Human Resources.

§1.4 Payroll Deductions

§1.4.1 For Job Coaches who properly execute and file an appropriate annual authorization certificate with the School District Treasurer, the District will deduct from the daily wages for each day worked a stipulated amount and transmit said amount to the agency designated on the authorization certificate on not less than a monthly basis. Examples of deductions which require the authorization of a Job Coach include: United States Savings Bond purchases, association dues, credit union and tax sheltered annuities.

§1.4.2 Deductions shall commence with the payroll period first following receipt of the authorization certificate.

§1.4.3 Deductions shall conclude at such time as the entire stipulated amount has been deducted, or at the end of the current school year, or upon receipt of notice to discontinue deductions given by a Job Coach to the School District Treasurer.

§1.4.4 Deduction authorization certificates acceptable to the School District Treasurer will be provided .

§1.4.5 No deductions will be made if earnings are not sufficient to cover all deductions.

§1.5 Conference Attendance

§1.5.1 The District will compensate Job Coaches for attendance at Superintendent's Conference Day programs where attendance at such programs is at the written direction of the Director of Human Resources and a clear offer of payment is made.

§1.5.2 Job Coaches may attend Superintendent's Conference Day programs without compensation.

§1.6 Staff Development

§1.6.1 Job Coaches are eligible to participate, on a space-available basis, in programs, courses, activities, etc. which are sponsored by the District's Staff Development Office. Such participation shall be without compensation unless expressly authorized by the Superintendent of Schools.

§1.7 Paid Lunch

§1.7.1 Job Coaches who are employed for twenty-two and one-half (22.5) hours or more per week or who work five (5) hours a day shall be entitled to a thirty (30) minute paid lunch period.

§1.8 Health, Major Medical, Prescription

§1.8.1 Individual

Job Coaches with an employment date prior to July 1, 2000 as a Job Coach may enroll, during an open enrollment period, in the school district's group health and dental insurance programs by pre-paying in accordance with established District billing practices the entire quarterly premium for the insurance coverage selected. Job Coaches with an employment date after July 1, 2000 and with three (3) months of experience as a Job Coach may enroll in the school district's group health and dental insurance programs under the same conditions as those outlined above.

§1.8.2 Dependents

Eligible Job Coaches are permitted to enroll dependents under the same terms as individual participation as outlined above.

§1.8.3 Retirement

All rights, privileges and benefits of membership within the District's insurance group cease upon retirement.

§1.9 Grievance Procedure

The grievance procedure for Job Coaches shall be the same as that contained in Article III of the 2000-2003 Collective Bargaining Agreement between the Superintendent of Schools for the Liverpool School District and the United Liverpool Faculty Association on behalf of the Teaching Assistants.

§1.10 Supervision and Evaluations

Job Coaches shall be evaluated annually using the attached Job Coach Evaluation form (Exhibit D). This evaluation shall be done no later than May 1, of each school year. The purpose of this evaluation is to help Job Coaches improve their skills and to compile adequate information to validate decisions concerning continuation or termination of employment in the District.

EXHIBIT A

LIVERPOOL CENTRAL SCHOOL DISTRICT
GRIEVANCE FORM

Employee's Name: _____ Date: _____

Building: _____ Position: _____

Nature of Grievance: _____

_____

_____

_____

_____

_____

Settlement Desired: _____

_____

_____

_____

_____

Signed: _____ Signed: _____
Employee For the Association

District Reply: _____

_____

_____

Date: _____ Signed: _____

Fill out in quadruplicate, distribute to:

1. Immediate Supervisor
2. Building representative, if any
3. Grievance Committee
4. Employee

EXHIBIT B

LIVERPOOL CENTRAL SCHOOL DISTRICT
ATTENDANCE TRANSMITTAL FORM

Name: _____

Position: _____ Date of Request: _____

Date(s) of Absence	No. of Days Requested	
		Sick Days
_____	_____	**S - Sick Day**
_____	_____	**FS - Family Sick** (10 days max. per year may be used by bargaining groups represented by **ULFA** and **LAMM** only.)
_____	_____	**SP - Sick/Personal** (Bargaining groups represented by **Unite-HERE** [cafeteria] only .)
		Personal Days
_____	_____	**P - Personal Day**
		Check Applicable Box
		❑ **Emergency Obligation** (Examples: Birth/adoption in immediate family; death/serious illness in immediate family or close friend.)
		❑ **Legal Business** (Examples: Sale/purchase of a residence; litigation.)
		❑ **Parental/Personal Responsibility** (Examples: Transportation of child to/from college, graduation, medical/dental appointment for employee or member of family, moving of household.)
		❑ **Religious holiday** (As listed on Commissioner of Education list.)
		❑ **Household emergency**
		❑ **Marriage in immediate family** (**Max.** 1 day to be used for employee's own marriage.)
		❑ **Emergencies** (Deemed legitimate/ necessary by the Superintendent.)
_____	_____	**NR - No Reason Need Be Given** (**Max.** 1 day per fiscal year – available to groups represented by **ULFA** and **LAA** only.)
		Floating Holiday (LAA and SEIU may only use these days when school is not in session)
_____	_____	**F - Floating Holiday**(If applicable))
		Vacation
_____	_____	**V - Vacation Day** (If applicable)
		Professional
_____	_____	**PR - Professional Attendance** (Conference, workshop, in-service,contractual, recruitment, field trip, visitation, etc.) (**Max**. 10 days/fiscal yr.)
		Jury Duty
_____	_____	**JD - Jury Duty**
		Leave Without Pay
_____	_____	**WQ - Leave Without Pay** (All employees requesting time off without pay must **also** fill out a leave of absence without pay form, have it approved by their immediate supervisor, and then have it sent to the Director of Human Resources for approval.)

Signature of Employee: _____ **Date**: _____

Supervisor's Signature: _____ **Date**: _____

9/1/09

EXHIBIT C

Liverpool Central School District
Teaching Assistant Performance Review

Employee: **Review Date:**

Performance Criteria	Exceeds Expectations	Meets Expectations	Below Expectations	N/A
Attendance Punctuality Dependable, present at work and on time. Absences are properly scheduled and reported.				
Job Knowledge Demonstrates the knowledge and skill necessary to perform the job effectively				
Understands the expectations of the job and stays current with new methods and processes in area of responsibility				
Work Habits: Demonstrates commitment, dedication, cooperation and positive behavior.				
Adaptability: Ability to adjust to changing situations, willing to learn and accept new and different tasks, and responds appropriately to suggestions for work improvement.				
Interpersonal Skills: Maintains a positive working relationship with administrators, teachers and co-workers. Helps to create hospitable and inclusive environment.				
Interactions with students, are friendly and Demonstrate warmth, caring and respect.				
Exhibits confidence, inspires respect and trust. Motivates students and reacts well under pressure.				
Initiative/Problem Solving: Performs with minimal teacher supervision and seeks solutions to resolve unexpected problems that may arise..				

Comment on overall employee performance:

Recommendations to enhance employee performance:

Employee comments:

Supervisor's Signature:_____ **Date:**_____

Employee Signature:_____ **Date:**_____

EXHIBIT D

LIVERPOOL CENTRAL SCHOOL DISTRICT
EVALUATION FORM FOR JOB COACHES

To be completed annually by Community Development Liaison

I A. Name: _____

B. Period Covered: From: _____ To: _____

C. Number of Hours Per Week _____

D. Date of Initial Employment _____

II. Please Check the Following:

	Excellent	Very Good	Good	Fair	Poor
A. Dependability	( )	( )	( )	( )	( )
B. Organization of Work	( )	( )	( )	( )	( )
C. Communication: Project HELP Office	( )	( )	( )	( )	( )
School	( )	( )	( )	( )	( )
Parents	( )	( )	( )	( )	( )
Students	( )	( )	( )	( )	( )
D. Creativity	( )	( )	( )	( )	( )
E. Resourcefulness and Initiative	( )	( )	( )	( )	( )
F. Written Reports: Timelines	( )	( )	( )	( )	( )
Clear, Well Written	( )	( )	( )	( )	( )
G. Interest in Learning	( )	( )	( )	( )	( )
H. Public Relations	( )	( )	( )	( )	( )
I. Ability to Work Under Supervision	( )	( )	( )	( )	( )
J. Relationship with Those Served	( )	( )	( )	( )	( )
K. Capacity for Further Development	( )	( )	( )	( )	( )
L. Ability to Follow Directions	( )	( )	( )	( )	( )
M. Ability to Treat Students in an Age-appropriate Manner	( )	( )	( )	( )	( )
N. Analysis of Job Tasks to Assure Seq Presentations	( )	( )	( )	( )	( )
O. Ability to Evaluate Student Strengths/Weaknesses	( )	( )	( )	( )	( )
P. Uses Varied Instructional Strategies	( )	( )	( )	( )	( )
Q. Deals Professionally With Confidential Information	( )	( )	( )	( )	( )
R. Problem Solving Skills	( )	( )	( )	( )	( )

III. Additional Comments, Observations and Suggestions for Improvement:

_____

_____

Signature of Evaluator: _____ Date: _____

Signature of Evaluatee ** _____ Date: _____

** Indicates that individual has seen report

White Copy - Individual; Canary Copy - Building Principal; Pink - Personnel File

EXHIBIT E

NOTICE OF ELECTION TO RETIRE

TO: The Board of Education
Liverpool Central School District

You are hereby notified in accordance with the District Retirement Plan as described in the current Collective Bargaining Agreement between the Liverpool Central School District and the United Liverpool Faculty Association that the undersigned hereby irrevocably elects to terminate employment with the District effective _____.
("Effective Date")

The undersigned hereby certifies:

1. That he/she is, as of the Effective Date, eligible for full retirement benefits under the New York State Teachers' Retirement System; and

2. That as of said Effective Date his/her age is _____.

TEACHING ASSISTANT

DATE: _____ _____

ACCEPTED
BOARD OF EDUCATION

BY: _____

DATE: _____