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TA 15491

LOCKPORT, NEW YORK

**PROFESSIONAL
NEGOTIATION
AGREEMENT**

between

THE
LOCKPORT EDUCATION ASSOCIATION

and

THE SUPERINTENDENT OF SCHOOLS
OF THE CITY SCHOOL DISTRICT OF LOCKPORT

7/1 6/30
RECEIVED 2008-2011
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 26 2009

ADMINISTRATION

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RECOGNITION

The Board hereby recognizes the Lockport Education Association (LEA) as the exclusive negotiating representative for a unit composed of all professional personnel, including regular substitutes, certified occupational therapy assistants (COTAs) and Teaching Assistants (TAs) but excluding all per diem substitutes, administrators, and those positions in the non-teaching unit or units.

NEGOTIATIONS PROCEDURES

A. It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

B. In order to formalize and facilitate matters of common concern between the Superintendent and the Lockport Education Association, representatives of both sides will meet to negotiate.

C. Discussions may be initiated at the written request of the Superintendent of Schools or the President of the LEA. The request shall specify the subject matter to be discussed. Upon mutual agreement the Superintendent and the President of the LEA or their representatives shall meet. Negotiations shall take place outside of school hours unless mutually agreed upon by both parties.

D. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to ultimate approval.

PROVISIONS/DURATION OF AGREEMENT

A. This contract incorporates the entire understanding of both parties on all subjects, as well as the subject matter of prior memoranda of understandings.

Therefore, unless a prior memorandum of understanding is incorporated in this contract it is no longer binding on either party. Both parties agree that negotiations will not be reopened on any item, which had been discussed during these negotiations, whether contained herein or not, during the life of this contract unless the parties mutually agreed to do so.

B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The Superintendent and the Association shall carry out the commitments contained herein and give them full force and effect.

C. If any provision of this Agreement or any application of the Agreement to any unit member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and in force except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. There shall not be any individual arrangement, agreement, or contract between the Board and an individual unit member inconsistent with the terms and conditions of this Agreement.

E. For the purpose of this Agreement, the term unit member shall include any individual or group of individuals covered under the terms of this Agreement. The term teacher and/or teaching staff shall not include registered professional nurses and whenever such term is used it is expressly intended to exclude registered professional nurses.

F. Regular Substitute

1. A teacher employed to replace a regular teacher for at least one full semester but not more than one school year at a time shall be appointed as a regular substitute and shall be on the same salary schedule and have the same rights and benefits as a regular teacher under this Agreement. However, said regular substitute shall not progress vertically on the proper salary schedule if there is a break in consecutive years of service with the Lockport City School District.

2. A teacher who is employed on a day-to-day basis who works at the same position for 93 consecutive school days, exclusive of sick days and other authorized leave, shall be appointed as a regular substitute retroactive to the first day of such employment for salary purposes until such time as the original teacher returns or a permanent qualified teacher is located to fill the position. Fringe benefits shall become effective on the day of conversion.

G. The Superintendent and the Association shall make mutually available, upon request and within reason, information, statistics, and records necessary for the proper administration of this Agreement and future negotiations.

H. The Provisions of this Agreement shall be effective as of July 1, 2008, and shall continue in full force and effect until June 30, 2011.

In the event either party wishes to amend this master Agreement, such notice shall be given by March 1. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of the Negotiations Procedures of this Agreement.

Amendments resulting from such negotiations shall, unless mutually agreeable to both parties, take effect beginning the following July 1.

GAIL A. NIPARTS
Lockport Education Association
March 17, 2009

TERRY A. CARBONE
Superintendent of Schools
March 17, 2009

ARTICLE I

Unit Member Rights

A. Pursuant to Article 14 (200-212) of the Civil Service Law (Public Employees' Fair Employment Act), the Superintendent hereby agrees that every unit member employed by the Board shall have the right freely to join and support the LEA for the purpose of engaging in collective bargaining or negotiation and other lawful activities. The Superintendent undertakes and agrees that he/she will not directly discourage or deprive or coerce any unit member in the enjoyment of any rights conferred by Article 14, or other laws of New York or the Constitutions of New York and the United States.

B. All of the rights and privileges of the Association set forth in this agreement shall be granted exclusively to the duly elected Association as the representatives of the unit member and to no other organization.

C. Teachers serving on any Superintendent-Association Special Joint Committee or joint committee specifically labeled as such in the agreement shall be designated by the Association. Continuing joint committees shall not be considered special. The Association may also, from time to time, bring to the attention of the Superintendent the names of teachers interested in serving on the committees, as may the Superintendent to the Association.

D. Labor/Management Committee, consisting of representatives of the LEA and the District, shall be formed and shall meet at least quarterly during each school year.

Issues to be initially discussed by the Labor Management committee will include, but not necessarily be limited to:

- Pre-K teacher issues
- Special education issues including relieving teachers for IEPs
- Nurses' issues
- Class size
- School calendar

E. Board By-Laws and Rules and Regulations

1. The Association will be provided with two (2) copies of the Board's By-Laws and Rules and Regulations and any changes in or amendments thereto, as of August 1.
2. It shall be the responsibility of building principals to inform the members of the bargaining unit of those Board By-Laws and Rules and Regulations that have been amended in the past year.

F. Thirteen (13) copies of the approved Board of Education minutes shall be made available to the President of the LEA.

G. Copies of the Agreement

1. The Association and the District shall share in the cost of printing copies of this Agreement in booklet form.
2. There shall be one copy printed for each member of the bargaining unit, an additional fifty copies for Association use, an additional fifty copies for District use, and additional copies of an adequate number to provide copies for any new members of the bargaining unit during the terms of this agreement.

H. The unit member shall have the right to request a meeting with an administrator or supervisor and the right to have union representation at such meeting. The administrator will honor the request. The meeting time and date will be mutually agreed upon, but shall be scheduled within two (2) school days.

I. New Teacher Orientation

The Association shall be granted the time of eleven (11) o'clock A.M. to one (1) o'clock P.M. on the day of the new teacher orientation program for the purpose of holding a new teacher luncheon and orienting the new teachers to the role of the Association as the representative of the bargaining unit. If the orientation day and the first day of school are one and the same, 11 A.M. to 1 P.M. shall be kept open for Association business.

J. Nurse Orientation

Nurses may participate in a mentoring program for newly appointed nurses or substitutes as follows:

1. Permanently appointed nurses may be designated by the Superintendent to mentor or provide orientation for newly appointed probationary nurses or substitute nurses.
2. The designated nurse-mentor shall receive three days per year of extra-duty pay (per the extra duty salary schedule) per school year in each of two school years to work with an appointed probationary or substitute nurse.

3. The nurse-mentor shall meet with the probationary or substitute nurse on his/her own time if necessary.
 4. In addition, upon request of the superintendent or his/her designee, the nurse-mentor shall be provided with one day of release time to orient a new substitute nurse.
 5. The nurse-mentor shall work with probationary and/or substitute nurses to assist them in demonstrating proficiency in the twenty-six areas listed on the substitute nurse orientation form.
- K. Privileges Afforded the LEA President
1. The President of the Association should work with the building principal in order to be allowed a reasonable amount of time to carry out the responsibilities of this office.
 2. The assignment for an Association President working at the secondary level shall consist of no more than three (3) periods of instructional responsibility per day. The Association President will have no other supervisory duties assigned. Every effort shall be made to assign periods consecutively in the morning. The foregoing shall not apply when the Association President is an elementary level teacher and his/her arrangements shall be made by mutual agreement with the Superintendent.
 3. A meeting between the Superintendent and the President of the Association shall be held on a monthly basis to discuss mutual concerns. Additional meetings may be scheduled by mutual agreement.
- L. Any formal complaints in writing that are directed toward a unit member shall be called to a unit member's attention within five (5) school days and the unit member shall be afforded an opportunity to reply to same within five (5) school days. Any oral complaints brought by members of the community of a serious nature which are to be considered formal are to be reduced to writing by the complainant and brought to the attention of the unit member as above. No records shall be kept of any other complaints by members of the community, nor shall they be used in evaluating a unit member.

ARTICLE II
Board of Education Rights

Except as modified by the expressed terms of this Agreement, there is reserved to the Board of Education all responsibilities, powers, rights and authority expressly or inherently vested in it by the Rules and Regulations of the Commissioner of Education, Laws of the State of New York and the United States of America.

If any provision of this Agreement shall be finally determined by a court of competent jurisdiction to be definitely prohibited by an applicable constitution or statute, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE III
Class Size/Teaching Loads/Assignments

- A. Whenever practical, as determined by the Board, the maximum number of pupils per teacher –
 - 1. Secondary Schools – The maximum class count per teacher shall not exceed 125 students per day (except in typing, physical education and study hall) unless otherwise required by law.
 - 2. Elementary Schools –
 - a. Kindergarten: 20-22 students per section
 - b. Pre-First: 15
 - c. First and Second 25
 - d. Third through Sixth: 28
 - e. Special Education as defined by Commissioner's regulations.
 - 3. The Association and District will work in a partnership to develop procedural guidelines to be used by the District to address instances when an elementary class exceeds contractual guidelines.
 - 4. The Association agrees to participate in an elementary-level configuration study.
- B. When a regular staff member is absent from duty, the Board shall provide a substitute for all personnel, if available, including librarians, teachers of physical education, music, art, and special education, registered professional nurses and Teaching Assistants. Unit members shall not be required to assume additional responsibilities, in addition to his/her own except in extreme emergency:
 - 1. For Secondary Schools
 - a. In the event that a substitute is not assigned for a teacher who is absent, the amount of \$20.00 is to be provided for each period covered by a teacher.
 - b. In such event that no substitute is available, uncovered periods will be assigned in the following order and manner.
 - i. Volunteers from list. Teachers may indicate their availability but coverage can only be provided during the teacher's planning or lunch period.

- ii. Involuntary assignment of Teaching Assistants. The amount of \$15.00 is to be provided for each period covered.
 - iii. District has the discretion to assign non-bargaining unit staff, with the understanding that such assignments do not compromise the Association's exclusivity to teaching duties.
 - iv. Involuntary rotation using teachers by inverse seniority. No teacher shall be required to cover a period under these circumstances more than twice per school year, and coverage can only be provided during the teacher's planning period.
 - c. In the event that no substitute is available at LOP and the options above have been exhausted, teachers may be asked to take additional students into their classrooms. When such is the case, the teacher receiving additional students shall be compensated at the rate of \$20 per period, for each period containing additional students.
 - d. Special Education Teachers, Consultant Teachers, Special Education Teaching Assistants and Special Education Teacher Aides cannot be assigned to uncovered periods caused by substitute shortages. Said titles may volunteer for such assignments only during their planning or lunch period.
- 2. For Elementary Schools
 - a. The District will make every effort to have their substitute service fill absent positions in elementary schools first.
 - b. In the event that a substitute is not assigned for a teacher who is absent, uncovered classes will be assigned in the following order and manner:
 - i. Voluntary rotation of classroom teachers. The amount of \$50.00 per day is to be paid to each teacher covering with the uncovered class being split into two respective classes. No teacher shall be required to cover a class under these circumstances more than five times per school year. Whenever possible, the District will attempt only to split classes within the primary category (K-2) and within the intermediate category (3-5). Teachers volunteering within a category will be used first according to district seniority.
 - ii. Teaching Assistants (except Teaching Assistants assigned to a library, unless practical in the judgment of the principal) will be assigned and paid \$50 above their normal rate for a full day's coverage and \$25 above their normal rate for a half day's coverage. No learning center Teaching Assistant shall be required to cover a class under these circumstances more than 5 times per school year.
 - iii. In the event that a class is still uncovered, learning center teachers may volunteer coverage for a full class and will be paid \$50 above their normal daily rate for a full day's coverage of a full class. Teachers providing coverage under this item shall be limited to five (5) days of voluntary coverage in each school year.

- iv. Teacher Aides (if a certified teacher) will be assigned to the uncovered class and paid \$50 in addition to their normal daily rate for a full day's coverage and \$25 above their normal daily rate for a half day's coverage.
- v. Involuntary rotation using teachers by inverse seniority. The amount of \$50.00 per day is to be paid to each teacher covering with the uncovered class being split into their two respective classes. Should a situation require that a full class be assigned to a teacher, the teacher would be compensated at double the rate for split class coverage. Whenever possible, the District will attempt only to split classes within the primary category (K-2) and within the intermediate category (3-5). No teacher shall be required to cover a class under these circumstances more than twice per school year.
- c. Classroom teachers may volunteer to cover a special area class during their lunch or planning periods and, when assigned under these conditions, shall be compensated at the rate of \$20.00 for each full lunch period or full planning period in which coverage is provided.
- d. Special Area Teachers (Art, Physical Education, Music and Library) may volunteer and will receive the amount of \$20.00 per class whenever gaining additional students when a class is split per Article III, B, Section 2 of this Agreement.
- e. Special Area Teachers (Art, Physical Education, Music and Library) will be assigned and will receive the amount of \$20.00 per class whenever gaining additional students when a class is split per Article III, B, Section 2 of this Agreement.
- f. Special Education Teachers cannot be assigned to uncovered classes caused by substitute shortages. Special Education teachers may volunteer for such assignment only during their lunch or planning period.

C. As soon as is practicable, and under normal circumstances not later than June 15, each teacher shall be notified in writing of his or her tentative schedule for the ensuing year including the school or schools to which assigned, the grades and/or subjects he or she will teach and any special or unusual classes or assignments that he or she will have, provided that in the event of change in circumstances or conditions during the month of May through September (e.g. death, resignation, leave of absence, unanticipated change in enrollment, etc.) such assignments may be changed as required to meet the situation.

D. The elementary building principals shall develop final special subject schedules only after each special subject teacher has had an opportunity to make comments and recommendations on his/her tentative schedule. The district administrator responsible for scheduling of special subjects at the elementary level shall work with a committee of four (4) teachers who will have an opportunity to make comments and recommendations to better assure satisfactory teacher schedules which properly afford appropriate class

intervals and teacher travel time. The committee of four (4) teachers shall be appointed by the President of the Association.

E. Teachers in special subject areas in elementary schools will not be assigned combined K-5 classes or combined special education classes. Special education students will be mainstreamed into regular classes as required by state and federal laws, and as indicated by the Committee on Special Education as practiced in the past.

F. Special subject area teachers at the elementary level shall not be assigned supervisory duty beyond that which the classroom teacher would be expected to conduct. Special subject area teachers assigned to more than one building will have their schedules coordinated between schools.

G. Elementary classroom teachers should from time to time observe the techniques of the special subject teacher utilized in their class, but shall be free to use the majority of this time as a relief period from the classroom.

H. At the secondary level the Board shall continue movement toward implementation of the State recommended twenty-five (25) teaching periods a week. The teaching load shall not exceed thirty (30) teaching periods, one daily period of which may be a pupil supervisory assignment.

I. No secondary teachers shall have more than three (3) preparations a day in the field of English, Social Studies, Mathematics or Science unless by mutual understanding between teacher, building representative and principal. Each Accelerated, Regents and Non-Regents class requiring different preparations shall be considered a single preparation.

J. Every effort shall be made by the building administrator to schedule more than one (1) teacher in a study hall when the number of students exceeds fifty (50).

K. Lunch duty supervision shall continue to be assigned teachers at the secondary level on a rotating basis. The District will make every effort to guarantee every teacher will be used in the rotation sequence once before a teacher is used a second time. Teachers who volunteer for such duty will not be part of the rotating system for lunch duty. Those teachers who serve as lunch period supervisors for less than a full year shall be placed on the rotation system on a pro-rated basis.

L. Extra-Curricular Activities

1. Participation in extra-curricular activities shall be on a voluntary basis when there is a teacher volunteer.
2. When no teacher volunteers for an activity, the Superintendent may assign the activity to a member of the bargaining unit.

3. The assignment of teachers to extra-curricular activities in accordance with section 2 above shall be on a rotating basis and no member of the teaching staff shall be assigned to a second activity until all teachers have been assigned to an extra-curricular activity.

M. Secondary Bus Supervision

1. It is agreed that teachers at all three secondary schools have as a supervisory duty, bus supervision.
2. Teachers who have been assigned supervisory bus duty in accordance with this memorandum shall perform such duty on Fridays and days preceding a vacation period.
3. Bus Supervision shall be carried out in the following manner in each building:
 - a. Lockport High School – No more than four (4) teachers shall be assigned to this duty at all times. These teachers shall come from a rotating schedule made up by the principal. A teacher shall be scheduled for this duty one (1) week or its equivalent each semester.
 - b. Emmet Belknap Middle School – No more than two (2) teachers shall be assigned to this duty at all times. These teachers shall come from a rotating schedule made up by the principal. A teacher shall be scheduled for this duty one (1) week or its equivalent each semester.
 - c. North Park Middle School – No more than three (3) teachers shall be assigned to this duty at all times. These teachers shall come from a rotating schedule made up by the principal. A teacher shall be scheduled for this duty one (1) week or its equivalent each semester.

N. Teaching loads and assignments of Middle School teachers will be the same as in Article III except as modified below:

Workday – Team Teachers/Special Area Teachers

5 Teaching Periods

1 Lunch Period

2 Planning Periods (one which is *team planning)

1 Activity/Supervisory Period (5/week)

*Team planning is designated twice per week. The team may meet more frequently if agreed to by the team. The team will consist of team teachers, the team leader and the building principal.

Special area teachers will meet twice per week for planning. Special area teachers may be asked to meet with individual teams if the need arises.

O. Physical Education teachers, while teaching in the Middle School, may be assigned to teach six (6) periods per day in exchange for being exempt from any other duty assignment. In the event not all physical education teachers are assigned by the District

to teach six (6) periods per day, the teachers with most seniority in the District will be accommodated first. The reason for accepting the sixth teaching period is to schedule assigned students in a more equitable way so as to even out class sizes.

P. Since the middle School Experimental Program will deal with three (3), four (4) and five (5) teacher teams and, therefore, will not necessarily be structured to exact class sizes of a numerical nature, it is understood that whenever practical, no three (3) member team will be assigned more than seventy-five (75) students, no four (4) member team will be assigned more than one hundred ten (110) students and no five (5) member team will be assigned more than one hundred twenty-five (125) students.

Two (2) member teams may also be utilized in the Middle School Experimental Program only when mutually agreed by the Superintendent and Association President.

Q. Middle School Lunch Duty

1. There will be three (3) lunch periods with approximately one-third of the students eating lunch during each period.
2. During each lunch period, one-half of the students shall be assigned to the cafeteria for lunch. There will be a teacher assigned to cafeteria duty.
3. When not eating, students will be in one (1) of three (3) locations:
 - a. Library
 - b. Classroom for a study hall
 - c. Gym or other suitable location for a large group of students
4. There shall be a minimum of three (3) monitors assigned to lunch duty. Two (2) shall assist in the cafeteria and one (1) will be assigned to the large group area.
5. The teacher assigned to the classroom study hall and the teacher assigned to cafeteria duty shall be part of the rotation system as defined in Article III, Section K of the agreement.
Fifty percent (50%) of each teacher's time shall be spent supervising students in the classroom study hall.
6. Those teachers assigned to lunch duty in the Middle School will have no detention or bus duty during that school year.
7. In the event that the building administrator, LEA building representative(s) and/or staff determine a more appropriate arrangement for lunch duty as specified above, all or part of Sections 1-6 can be revised by mutual consent of all parties after discussion with the Superintendent of Schools and the President of the LEA.

ARTICLE IV
Work Day/Working Conditions

A. The school day shall not exceed seven (7) hours per day. Any radical change in starting or ending times of more than one (1) hour in duration will be negotiated. The following schedule reflects the understanding arrived at during negotiations between the LEA Negotiations Team and the District effective September 2000. It will remain in effect until altered by mutual agreement in writing between the parties.

High School	
7:25 a.m.	Unit member in building
7:30 a.m.	At place of duty
7:35 a.m.	Students to classroom
7:45 a.m.	Teaching session begins
2:15 p.m.	Close of school
2:25 p.m.	Conclusion of unit member day

Middle Schools	
7:45 a.m.	Unit member in building
7:57 a.m.	At place of duty
7:57 a.m.	Students to classroom
8:04 a.m.	Teaching session begins
2:40 p.m.	Close of school
2:45 p.m.	Conclusion of unit member day

Elementary Schools	
8:35 a.m.	Unit member in building
9:00 a.m.	At place of duty
9:00 a.m.	Students to classroom
9:10 a.m.	Teaching session begins
3:25 p.m.	Close of school
3:35 p.m.	Conclusion of unit member day

B. Teachers will continue help periods for pupils during or after school hours when the request is reasonable.

C. Any unit member may request arrangements with his/her immediate supervisor to leave earlier than the time set forth in this Article.

D. All teachers and Teaching Assistants in the secondary schools shall have, as a minimum, one (1) daily unassigned preparation period, equal in length to instructional periods, within the instructional day. Lunch periods for the Senior High and Middle School teachers and Teaching Assistants shall be no longer than the length of a normal teaching class period.

E. A half-time teaching assignment at the secondary level shall consist of no more than fifteen (15) periods of instruction or duty assignments per week or any combination thereof. Salary and benefits shall be pro-rated accordingly except for Medical and Dental Insurance which will be accorded as if the teacher is full time. One (1) full year of one-half time services shall earn one (1) year of credit on the salary schedule.

F. All unit members shall be allowed to leave the school premises during their regularly scheduled lunch period.

G. All unit members shall be entitled to a duty-free uninterrupted lunch period equivalent to at least a thirty (30) minute period.

H. All unit members in the Elementary School shall have a duty-free, full forty-five (45) minute lunch period.

I. All teachers in the Elementary School shall have one hundred eighty (180) minutes per week for preparation time within the instructional day. The District will make every effort to schedule a minimum of thirty-five (35) minutes per day with a guarantee of at least thirty (30) minutes per day for preparation time within the instructional day.

J. Every effort shall be made by the building administrator to schedule a five (5) minute interval between each special subject class in Elementary School. Special subject teachers assigned to more than one (1) building during the school day shall have as a minimum, fifteen (15) minutes travel time in their schedules, in addition to their lunch period and their preparation period.

K. Teachers taking one-half day leave in a nine (9) period day shall follow the following schedule:

P.M. Leave Teachers will work their assigned classes for periods 1, 2, 3, and 4.

A.M. Leave Teachers will work their assigned classes for periods 6, 7, 8, and 9.

L. Central Office Personnel

1. The work hours for all personnel assigned to the Central Office will be from 8:30 a.m. until 4:00 p.m. and shall include a one (1) hour lunch period. This shall not preclude the necessity for meetings after these hours with parents or the Committee on Special Education as practiced in the past.

2. The work hours for speech correction teachers will be the same as the hours for teachers in the building in which the speech correction teacher begins his/her day.

3. The work hours for half-time psychologist(s) and social worker(s) will be from 8:30 a.m. until 11:45 a.m. or 12:45 p.m. until 4:00 p.m. or an equivalent time period as agreed upon by the parties and the supervisor.
4. The work hours for half-time speech correction teachers will be for a three (3) hour period of time in either the morning or afternoon session.

M. Unit members will be excused at the end of the instructional day on Fridays and days preceding vacations.

N. Working Conditions

1. Secretarial service, office machines, and audio-visual equipment and materials in the school buildings shall be available to all teachers for school purposes, on a basis agreed upon between the building principal and staff.
2. There shall be provided in each school an adequate dining area, together with restroom and lavatory facilities in close proximity, exclusively for unit member use during school hours and, further, at least one (1) room of habitable nature, appropriately furnished, which shall be reserved for use as a staff lounge. It shall be the duty of executive committee members to bring to the attention of the principal any inadequacies.

O. COTA Work Day and Breaks

1. The length of the work day of the COTAs shall be the same length of work day as that of Lockport City School District teachers.
2. Hours of work will be assigned annually.
3. A full-time COTA's work day includes forty-five (45) minutes or a class period for lunch in the elementary or secondary buildings, respectively.
4. The work day of COTAs shall include two (2) breaks per day, each fifteen (15) minutes in length, preferably one in the morning and one in the afternoon.
5. Salary and length of day of part-time COTAs will be pro-rated to reflect the part-time status.

ARTICLE V
Work Year

A. The opening of school date, vacation periods, legal paid holidays, number of pupil membership days, parent/teacher conference days and teacher record days shall be determined by the Board.

B. Prior to the final adoption, the calendar shall be reviewed by the LEA Executive Committee and any suggestions concerning changes forwarded to the Superintendent.

C. The work year of all unit members (other than new personnel or personnel transferring to new positions who may be required to attend additional orientation sessions) shall occur between September 1 and June 30 and shall not be longer than one hundred eighty-seven (187) days.

D. The work year of the teacher shall include the following, with the understanding that the designation of a half-day of student attendance in Sections 1, 2, 3, 5, and 6 shall be defined as no more than two and a half hours in duration (as in the past) unless mutually agreed upon by the Superintendent and the President of the LEA:

1. Superintendent's Conference Days
 - a. On the opening day of school in September
 - b. Four (4) half-days will be scheduled at the Superintendent's discretion.
2. Parent-Teacher Conference Days
 - a. Three (3) half-days for parent-teacher conferences in the Elementary School
 - b. Four (4) half-days for parent-teacher conferences for Kindergarten
3. Report Card Marking Days
 - a. Elementary school teachers shall have three (3) half-days, without students, for report card preparation
 - b. These half-days will be scheduled during the months of October, January and April prior to report card distribution.
4. Floating Staff Development Day
Unit members must complete seven (7) hours outside of the school day between July 1 and June 30 in professional development activities. Such activities must:
 - a. meet the requirements described by a joint committee
 - b. be submitted to building principal for prior approval
5. First Student Attendance Day in September
 - a. Student attendance in Elementary Schools will be for one-half ($\frac{1}{2}$) day on the first day of school
 - b. Kindergarten attendance shall be for one (1) hour on that day
6. Last Three (3) Student Attendance Days in June
 - a. Student attendance in Elementary Schools will be for one-half ($\frac{1}{2}$) day on the last three (3) days of school
 - b. Kindergarten attendance shall be for one (1) hour on those days

7. Emergency Days
 - a. The District may re-schedule days lost for emergency reasons in order to meet the Commissioner's minimum requirement
 - b. One (1) unused emergency day shall be used to extend the Memorial Day observance

8. January Examination Days at the High School
 - a. Such days will be unit member workdays
 - b. Students will attend only during the time of their scheduled State and/or local examinations
 - c. During this time, teachers may be scheduled for supervisory proctoring assignments of State and/or local examinations
 - d. In the event teachers are scheduled for more than two (2) supervisory proctoring assignments, the District shall demonstrate the need if requested by the Association President
 - e. No teacher assigned for more than two (2) proctoring assignments shall be so assigned in two (2) consecutive years

ARTICLE VI
Student Discipline/Protection of Unit Members

A. No unit member shall use corporal punishment against a pupil. As used in this section, corporal punishment means any act of physical force upon a pupil for the purpose of punishing that pupil, except as otherwise provided below.

In situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be employed, nothing contained in this section shall be construed to prohibit the use of reasonable force for the following purposes:

1. to protect oneself from physical injury;
2. to protect another pupil or teacher or any person from physical injury;
3. to protect the property of the school or others;
4. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

B. Extremely disruptive type pupils who have a record of being a severe disciplinary problem shall be brought to the attention of secondary teachers by the counselors. At the elementary level, the principals shall bring such problems to the attention of the teacher.

C. A teacher may order removed from the class and referred to the office, upon notification to the office, any pupil whose conduct is detrimental to the learning process in the class or whose conduct is contrary to the accepted standards of good behavior. As soon as possible, after a conference between the teacher and principal, the teacher initiating the removal shall present to the principal a written report of the incident. The principal shall inform the teacher of the disposition of the incident as soon as possible.

D. Teachers have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the principal involved, teachers may request parental attendance at a parent-teacher conference to be held during or after school hours at the school. Teacher conferences are not to be scheduled so as to interrupt classroom instruction time.

E. A unit member may recommend the immediate suspension of any student who engages in the following misconduct:

1. throwing of objects or articles
2. use of obscene or abusive language
3. use of force or a blow
4. threat of bodily injury or property damage

F. The principal will suspend (after which charges may be placed by the unit member), for a period of time permitted by law, any student who strikes or threatens a unit member, if the action was not initiated by the unit member; thereafter, a hearing with the principal may be requested by the unit member before reinstatement.

G. It is agreed that no salary to a unit member shall be lost due to any injury suffered when it is directly attributable to a pupil-unit member school-related incident. Each unit member will be allowed non-deducted sick days to recover from the injury that was directly attributable to the pupil-unit member related incident. A doctor's statement is to be submitted by the unit member every fifteen (15) working days to verify the fact that he/she is unable to resume his/her duties.

H. If an adult requests to see a unit member, the adult will be requested to remain in the office until the unit member can report to the office to meet with the adult. After one (1) warning, Chapter 519, Section 722B of the Penal Law shall be enforced if a problem is suspected.

ARTICLE VII
School Improvement

The Association and the District mutually agree that the purpose of school improvement is increased achievement for all students. Using the District Plan for school-based management and shared decision making, the Association and the District will work in a partnership to pursue means to expand learning opportunities and experiences that will be offered to students effective with the 1996-97 school year.

ARTICLE VIII
Curriculum/Department Chairs/Team Leaders

A. This agreement recognizes the duties, responsibilities and interest of the LEA to be consulted and to participate in the development of the broad subject of curriculum. The Superintendent and the LEA agree that teaching staff is, and should continue to be, a major source of development and innovation for improving the educational programs carried on in the Lockport Public Schools. However, both recognition and final determination with respect to curriculum is the responsibility of the school administration subject to the policies of the Board of Education.

B. Teachers shall be allowed to apply for grants for innovative educational programs to be developed by District staff. Grants will be awarded by a committee consisting of three (3) administrators appointed by the Superintendent and three (3) teachers appointed yearly by the Association President. Applications must be submitted by May 1 for use in the following school year.

C. In-service work (curriculum writing) shall be offered within the school day before the actual institution of a new program, whenever possible.

D. The Superintendent shall decide each year when and if a summer curriculum of study shall be utilized and the length of the session or sessions. The Superintendent shall decide who is to be involved, and it is expected that the teachers involved shall agree to participate.

E. Department Chairs

1. The Department Chair is responsible for providing educational leadership and direction for the department and for the maintenance and development of effective instructional programs and efficient support services.
2. Teacher Performance Evaluation shall not be a function of this position.
3. The Department Chair is responsible to support or coordinate the curriculum assessments and staff development of classroom support employees and teachers (especially mentors and interns) by:

- a. Participating in regular curriculum review
 - b. Maintaining and sharing current developments in the curricula and disciplines within the department reviewing program standards, course syllabi and curriculum elements, facilitating faculty participation in development and recommending changes as needed
 - c. Maintaining and providing a current file of all program standards or course syllabi
 - d. Serving as a lead teacher with members of his/her department and developing a schedule for classroom visitations
 - e. Facilitating the design and implementation of current assessment strategies
 - f. Facilitating formative professional development for staff as needed
 - g. Ensure articulation between all grade levels by working with Department Chairs of the same disciplines at the Elementary, Middle School and High School levels
 - h. Representing the department as an Ad Hoc member of the District School Improvement/ Restructuring Committee with responsibility for reporting when necessary.
4. Additionally K-5, K-8 and K-12 Department Chairs are responsible to:
- a. Maintain and share current developments in the curricula and disciplines across the grades
 - b. Provide core curriculum orientation for mentors, interns and new support staff within the department
 - c. Ensure curriculum articulation among the various grade levels of the department
 - d. Ensure articulation among all grade levels by working with Department Chairs from other grade levels
 - e. Participate as a member of the building Shared Decision Making Team.
5. Additionally, Department Chairs at the Middle Schools and at the High School are expected to:
- a. Assist in the development of master schedules and teaching assignments consistent with student needs
 - b. Assist in the search process for employment of faculty and staff within the department
 - c. Provide continued orientation for new faculty and staff within the department
 - d. Provide student enrollment information as needed
 - e. Assist in the development of the building budget
 - f. Monitor department expenditures within authorized levels
 - g. Represent the core subject areas on the building School Improvement Team

- h. Encourage participation of department members on the School Improvement Team
6. It is stipulated that no one may hold the positions of Middle School Team Leader and Department Chair simultaneously, unless by mutual agreement of the Superintendent and Association President.
 7. Qualifications for a Department Chair include:
 - a. Valid NYS Teaching Certificate
 - b. An Earned Masters degree (preferred)
 - c. Minimum of five (5) years of teaching experience (required)
 - d. Tenured status in the Lockport City School District (preferred)
 - e. Demonstrated educational expertise in the department subject area
 - f. Ability to work well with a variety of personalities and as a member of a team
 - g. Knowledge of new initiatives in education and familiarity with a variety of instructional techniques and materials
 - h. Personal commitment to strive for excellence and continuing professional development
 8. Recruitment and selection of K-5 Department Chairs will include the following:
 - a. The Assistant Superintendent for Personnel will post the vacancy
 - b. Interested teachers submit a completed application and three letters of support, one of which must be from their building administrator and two of which must be from their peers
 - c. The Superintendent's designee interviews applicants
 - d. The Superintendent's designee meets with candidate for the purpose of reviewing qualifications and position responsibilities
 - e. The Superintendent's designee forwards name of successful candidate to the Superintendent of Schools
 - f. Superintendent of Schools recommends candidate for appointment by the Board of Education
 9. Recruitment and selection of K-8, K-12 and 6-12 Department Chairs will include the following:
 - a. Superintendent's designee will announce vacancy to the department
 - b. Utilizing a process of its choosing, the department selects a candidate
 - c. Department submits, in writing, its recommendation to the Superintendent's designee
 - d. Superintendent's designee meets with candidate for the purpose of reviewing qualifications and position responsibilities
 - e. Superintendent's designee forwards name of successful candidate to the Superintendent of Schools

- f. Superintendent of Schools recommends candidate for appointment by the Board of Education.
10. Recruitment and selection of 6-8 and 9-12 Department Chairs will include the following:
 - a. The respective Principals announce in writing that they are accepting recommendations for Department Chair
 - b. Utilizing a process of its choosing, the department selects a candidate
 - c. Department submits, in writing, its recommendation to the respective Principal
 - d. Superintendent's designee meets with candidate for the purpose of reviewing qualifications and position responsibilities
 - e. Superintendent's designee forwards name of successful candidate to the Superintendent of Schools
 - f. Superintendent of Schools recommends candidate for appointment by the Board of Education
 11. Annually, by June 1, the Superintendent's designee, to whom the Department Chair is directly responsible, will provide each Department Chair a written evaluation of his/her performance as a Department Chair. The evaluation will be narrative in form and minimally will respond to the Chair's performance of each of the responsibilities noted above.
 12. In addition to a stipend, as noted in the following section, Department Chairs will be assigned:
 - a. Days of release time, as noted, for the purpose of classroom visitations
 - b. Additional days of release time, as scheduled by the Director of Elementary Education or the Director of Secondary Education, for the purpose of curriculum development and staff development
 - c. Preferred scheduling (i.e.: beginning and/or end of day planning period)
 - d. Teaching loads at the High School, which shall not exceed twenty-five (25) periods a week, one (1) daily period of which may be a pupil supervisory assignment
 - e. No administrative assignments, if applicable.
 13. Department Chairs will be appointed in the following areas:

K-5	\$1,000.00
English/Language Arts	10 days
Math	release
Library Media Specialists	time
Science	
Social Studies	
Special Education	

6-8 E. Belknap	6-8 North Park	\$1,500.00
English/Language Arts	English/Language Arts	3 days
Math	Math	release
Science	Science	time
Social Studies	Social Studies	
Special Education	Special Education	

9-12		\$2,500.00
English/Language Arts		5 days
Math		release
Science		time
Social Studies		
Special Education		

K-12	<u>No. Teachers</u>	<u>Salary</u>
Learning Centers	1-3	\$500
Music	4-8	\$900

K-8	<u>No. Teachers</u>	<u>Salary</u>
Art	9-12	\$1200
Physical Education	13(+)	\$1500

9-12	2 days release time
Art	
Business	
Physical Education	

6-12	
Foreign Language	
Guidance*	(*) Guidance Chair will receive
Health	13+ level salary
Home & Careers	
Library Media Specialists	
Technology	

F. Middle School Team Leaders

Team Leaders will be selected annually by the teachers assigned to each team. Team Leaders shall be paid a stipend of \$1,750 per year. Because of additional responsibilities, Team Leaders may be required to work beyond contractual times to carry out their responsibilities. Said additional time shall be determined by each individual Team Leader and the principal.

The job description for this position shall include:

1. Orientation
 - provides for orientation of new team members
2. Classroom Assistance
 - liaison with Department Chairperson, Principal, Guidance and other staff
 - provides assistance for substitute teachers
3. Team Responsibilities
 - distributes correspondence
 - organizes and presides over team meetings from a prepared agenda
 - prepares minutes for all team members
 - facilitates smooth team operation and resolves conflicts when necessary
 - arranges for parent conferences when needed or required
 - involves special area teachers on a regular basis
 - facilitates the development and evaluation of team goals
 - coordinates the involvement of resource personnel (psychologist, speech teacher, nurse, lab teacher, ERSS Counselor)
 - coordinates special events/team activities
 - meets with building principal on a regular basis
 - facilitates the development and scheduling of mid-term and final examinations
4. Budget
 - coordinates the team budgetary procedure

ARTICLE IX

Seniority/Transfer/Vacancies

- A. Seniority
 1. Seniority shall be defined as the length of time a unit member has been employed by the district, determined from the effective date used in the Board resolution of his or her appointment.
 2. In cases of equal seniority based on length of service, the date of the Board resolution shall be the next determining factor. If equal length of service based on Board resolution is the case, then the amount of credited service granted at the time of first employment will be the next determining factor. If equal seniority is still the case, then the determination shall be made by the administration.
 3. A unit member's seniority shall also be classified as (1) system-wide, (2) system-wide applied within a building, (3) by tenure area and/or job

classification as stipulated by the law and shall be applied in accordance with the other provisions of this Agreement.

4. Time served as a regular substitute is counted toward seniority as long as it is continuous service immediately preceding and in the same tenure area as the teacher's probationary appointment. For teachers appointed to probationary appointments after June 30, 1986, such regular substitute seniority must be for a duration of at least (1) semester or twenty (20) weeks.
5. Probationary or tenured teachers who are on the preferred eligibility list shall be given long-term substitute positions in the order of their seniority, most senior first, when these positions become available.
6. When LEA members are assigned to a remedial lab assignment in their tenure area as their teaching assignment, those individuals will continue to accrue seniority within their tenure area (i.e. secondary math, English, social studies, etc.).

B. Transfer

1. Transfer shall be defined as a change of assignment from one building to another but does not include teachers regularly assigned to more than one (1) school nor changes in unit member assignments within a building which is at the discretion of the building principal.
2. Voluntary transfers
 - a. A unit member who desires a change in grade and/or subject assignment shall give a written statement of such desire to his/her principal.
 - b. A unit member who desires a transfer to another building shall file a written statement of such desire with his/her principal and/or the Superintendent. Such statement shall include the grade and/or the schools (in order of preference if the unit member has a preference) to which he/she desires to be transferred.
3. Involuntary transfers shall be based on system-wide seniority applied within the building and staying within the boundaries of tenure area and/or job classification.

C. Job Abolishment

1. If the Board of Education abolishes an office or position and creates another office or position for the performance of duties similar to those performed in the office or position abolished, the person filling such office or position at the time of its abolishment shall be appointed to the office or position thus created without reduction in salary or increment, provided the record of such person

has been one of faithful, competent service in the office or position he/she has filled.

2. Whenever a Board of Education abolishes a position under this chapter, services of the unit member having the least seniority in the system within the tenure of position abolished shall be discontinued.
3. If an office or position is abolished or if it is consolidated with another position without creating a new position, the person filling such position at the time of its abolishment or consolidation shall be placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in an office or position similar to the one which such person filled without reduction in salary or increment, provided the record of such person has been one of faithful, competent service in the office or position he has filled.

The persons on such preferred list shall be reinstated or appointed to such vacancies in such corresponding or similar positions in the order of their length of service in the school system at any time within seven (7) years from the date of the abolition or consolidation of such office or position. (If the law is changed, the wording above will be altered to coincide with the change.)

4. A position cannot be abolished merely by a change in title of a position, or as a means of removing a unit member without a hearing.
5. Job Abolishment for nurses shall be in accordance with Section 80 of the Civil Service Law of the State of New York.

D. Vacancies

1. Regular School Year
 - a. Unit member vacancies occurring for September of the coming school year will not be filled for at least thirty (30) days after the Board resolution which makes the vacancy official with the exception of vacancies occurring after July 1.
 - b. Unit member vacancies, other than regular substitute positions, shall be registered with the LEA President fourteen (14) days prior to the final application submission date. [The fourteen (14) day period may be waived by mutual agreement between the Association President and Superintendent]. The notice shall stipulate school, grade and/or subjects, and final application submission date.
 - c. In the event of change in circumstances or conditions during the month of May through September (e.g. death, resignation, leave of absence, unanticipated change in enrollment, etc.) teachers' assignments may be changed as required to meet the situation. At the same time, a list of vacancies existing at the time shall be included. If a change in assignment

does occur, the teacher affected shall be sent immediate notice when the change is made.

- d. Teachers who desire to apply for a teaching or coaching vacancy which may be created during the summer vacation period shall submit their names to the Superintendent prior to June 15 together with the position or positions they desire to apply for, and an address and phone number where they can be reached during the summer vacation period. The Superintendent's office shall notify such teachers of any vacancies in a position for which they have indicated an interest.
- e. In addition, the Superintendent shall, after each official Board meeting during the months of July and August, post a list of new vacancies that have been created by Board resolution on the bulletin board in the Administration Building, and send a copy to the Association President or his or her designee.
- f. Coaching positions
 - i. Appointments shall be made on an annual basis.
 - ii. Appointments for seasonal positions shall be made no later than one hundred twenty (120) days after the end of the previous season, and, if a vacancy occurs, it shall be posted at least thirty (30) days prior to the appointment date. Those situations where it is not possible to meet the thirty (30) day posting requirement because of the lack of reasonable time existing prior to the beginning of the season, the vacancy will be posted for as long as possible prior to the filling of the position.
 - iii. No vacancies shall be considered to exist unless an unsatisfactory evaluation is given or the person holding the position submits written notification to the Director of Physical Education and/or the Superintendent that he/she is not interested in re-appointment, or he/she is leaving the system.
- g. In filling any vacancy, the Superintendent agrees to give due weight to the professional background and attainments of all applicants. If all other factors of one or more applicants are equal in the judgment of the Superintendent and one or more applicants have seniority, then system-wide seniority shall be utilized as the basis for filling the position. In addition, a less senior employee may be transferred to an existing vacancy if it is part of the development of that employee's Teacher Improvement Plan as per the State regulation on annual professional performance review [Commissioner's Regulation 100.2 (o)].

2. Summer School

- a. All known openings for summer school positions will be adequately publicized as early as possible. First consideration shall be given to persons who presently are on the Lockport City School District staff and who have applied for the position.

b. Appointments shall be made on an annual basis.

E. Leaves

When leaves in this contract consider seniority, they shall be granted to applying teachers on the basis of system-wide seniority. However, if a teacher has been granted the same type of leave within the past five (5) years and he/she and another teacher apply, he/she shall not be deemed eligible.

F. Promotions

It is the intent of the Board to continue its policy of promotion from within its professional staff whenever possible.

ARTICLE X

Mentoring/Observation/Evaluation/Dismissal

A. Mentoring

The parties agree to establish an LEA/District committee for the purpose of developing a new mentoring program. It is the intent of the parties that the mentoring program be developed and implemented on or about January 1, 2006.

Representatives of the LEA on this Committee shall be the LEA President, and three others appointed by the LEA President from each of the three levels represented by the Association. Four District representatives shall be selected by the Superintendent.

The LEA/District Committee shall make recommendations regarding aspects of the new mentoring program such as responsibilities, compensation and release time. In the event that changes are made as a result of this process to the rate of compensation for teachers performing mentoring duties, the parties agree that those rates shall be retroactively applied to payment for duties performed after September 1, 2005.

B. All observation and evaluation of job performance shall be conducted openly with full knowledge of the unit member and the evaluation shall be in writing.

C. All observations for the purpose of evaluation shall be reduced to writing. Within five (5) school days after such an observation, the observer shall discuss the observation with the unit member and may, at that time, present the unit member with the written observation report. Within ten (10) school days following the observation, the unit member will have received the written observation. In both cases, the time period may be extended if mutually agreed upon. No such written report shall be submitted to the central administration, placed in the unit member's personnel file or otherwise acted upon by central administration without affording the opportunity within five (5) days of receipt of the written observation for a second conference called by the unit member.

D. The observed unit member shall acknowledge that he/she has had the opportunity to review such written observation by affixing his/her signature to the copy to be filed at the conference, with the express understanding that such signature in no way indicates agreement with the contents thereof. If the unit member so desires, he/she may add his/her comments to the report.

E. Professional Development Performance Review Process

Probationary unit members are required to participate in the Traditional Process as outlined below. Staff members tenured after September 1, 1995 must participate in the Collaborative Process. Staff members tenured prior to September 1, 1995 may utilize either the Collaborative or Traditional Process as outlined below.

1. Collaborative Process

A unit member's Professional Development Performance Review will be a collaborative process and will consist of a Professional Performance Development Plan cycle which is not to exceed three (3) years in length; a specific Performance Goal; activities supporting attainment of the Performance Goal; timelines; indicators of success (measurable and tangible); and an observation schedule which must include a minimum of one annual observation, preferably related to the Performance Goal. Documentation of completion of listed activities will be made using the Professional Performance Development Plan form. Continuous conferencing and the evaluation of achievement of the Performance Goal will be carried out during the Professional Performance Development Plan cycle. The unit member shall acknowledge that he/she has had the opportunity to review the Professional Performance Development Plan forms by affixing his/her signature to the document, with the express understanding that such signature in no way indicates agreement with the contents thereof. If the unit member so desires, he/she may add his/her comments to the report.

2. Traditional Process

For probationary unit members, Professional Performance Reviews including the evaluation conference, may be carried out at any time during the year, but must be completed no later than two weeks prior to the anniversary date of employment, unless extended by mutual consent of both parties. Written observations of probationary teachers shall be made at least three (3) times during the school year. If a teacher desires an additional observation or observations, he/she may request the administrator to hold one (1) or two (2) such observations. For tenured unit members, the year-end Professional Performance Review, including the evaluation conference, may be carried out at any time during the year, but must be completed no later than the last day of the thirty-eighth (38th) week, unless extended by mutual consent of both parties. A conference with the supervisor shall be scheduled to discuss the Review. Unit members will receive a copy of their annual Professional Development Performance Review at least one day prior to the scheduled

conference. The evaluated unit member shall acknowledge that he/she has had the opportunity to review such written Review by affixing his/her signature to the copy to be filed at the conference with the express understanding that such signature in no way indicates agreement with the contents thereof. If the unit member so desires, he/she may add his/her comments to the report.

F. Request for assistance by a probationary unit member shall not be used as the basis for adverse criticism on the evaluation form of said member unless accompanied by a statement of the specific practical help rendered and the results of such help in respect to the performance of the unit member.

G. The Superintendent of Schools may require a teacher to take in-service work when he/she deems his/her teaching ability needs improvement. In the event the teacher is required to take in-service work outside the District and/or after the school day, any cost and mileage attendant thereto shall be paid by the District. The location of the in-service work shall be within Niagara and northern Erie counties, and shall not be scheduled during vacation, summer or weekends.

H. Each unit member shall have the right upon his/her request, and within a reasonable time period, after the request, to review and have duplicated once copies of any materials in his/her personnel file with the exception of confidential pre-employment records. The unit member shall be given a copy of any additional materials to be added to the personnel file and will sign file copy to acknowledge that he/she has seen it. Any material used in the overall evaluation of the teacher shall be kept in this file.

I. Unit members shall have the right to review any file kept by an administrator which could have effect on the unit member's employment status.

J. Written evaluations shall be made by the school nurse's principal(s) on an annual basis.

K. When unit members work in more than one building, there will be coordinated effort by the administration to distribute observations equitably.

L. The Association shall be permitted representation on the Professional Staff Performance Review Committee.

M. Fair Dismissal Procedure for Full-time Non-Tenured Teacher

1. Second-year Teacher

a. If a second-year teacher is not satisfied with the Superintendent's decision, the teacher may, within five (5) working days of receipt of the Superintendent's decision, request and be granted an opportunity to be present at an executive session of the Board of Education prior to the

Board's action on the Superintendent's recommendation. An Association representative may accompany the teacher if the teacher so desires.

- b. Within five (5) working days of such meeting, the Board will render its decision in writing to the teacher. This decision shall be final and not subject to the grievance procedure.

2. Third-year Teacher

- a. A third-year teacher who is not satisfied with the decision of the Superintendent may request in writing, within five (5) working days of receipt of the Superintendent's decision, and be granted a formal hearing before the Board of Education. This hearing shall be within ten (10) working days of such request.
- b. The teacher has the right to be represented by a representative of the Association.
- c. The teacher or his/her representative shall have the right to hear all charges brought against him/her, to bring witnesses to the hearing, introduce evidence, examine and cross-examine witnesses, and rebut all evidence brought against him/her.
- d. Formal Board action will be completed within five (5) working days of the close of the hearing and the Board shall render its decision to the teacher, which decision shall be final and not subject to the grievance procedure.

N. Discipline Procedure – Registered Professional Nurse

Disciplinary action shall be taken in accordance with the procedures established under Section 75 of the Civil Service Law of the State of New York.

O. The Probationary period for COTAs will be twenty-six (26) weeks.

P. The probationary period for Teaching Assistants will be three (3) years.

**ARTICLE XI
Leaves of Absence**

A. Paid Days of Absence for Teaching Assistants

General Information:

- 1. Effective July 1, 2005, all provisionally and permanently appointed Teaching Assistants shall be granted twelve (12) days of paid sick leave per year with full pay. Effective July 1, 2006, all Teaching Assistants shall be granted thirteen (13) days of paid sick leave per year with full pay.
- 2. Such days will be credited to each Teaching Assistant at the beginning of each year of service for a total of not more than 50 days. For Teaching Assistants working less than full time, this benefit will be pro-rated, based on full time equivalent (FTE).

3. Deductions from such allotment will be made under the following conditions:
 - a. Personal Illness

An employee who has advanced knowledge of a probable need to use more than ten (10) consecutive sick days (e.g. scheduled surgery, pregnancy), shall notify the Superintendent sixty (60) calendar days in advance of the first anticipated day of use. Where the need to use sick leave is such that the 60-day requirement cannot be accommodated, the employee will provide as much advance notice as possible to provide time for the district to find a qualified substitute if necessary. The notice shall include the anticipated dates to be used and a Doctor's statement of the need for use of the sick leave. Doctor's verification of the ability of the employee to resume full-time duties shall be provided at the end of the sick leave.
 - b. Family Illness

Five (5) days shall be allowed each year for serious illness of a member of the family, including husband, wife, son, daughter, father, mother, brother or sister, or anyone who has acted in such capacity, or corresponding in-laws or a more distant relative if a member of the employee's household. Use of accumulated sick leave for family illness beyond ten (10) days per year shall only be permitted with the approval of the Superintendent.
 - c. Personal Days

Employees shall be allowed three (3) days per year non-accumulative, for leave of a personal nature that cannot be conducted at any time other than during the employee's work hours. Such leave may be for legal matters, religious, marriage or educational pursuits. Such leave is to be charged against the total maximum of twelve (12) days allowable in any school year, or thirteen (13) as of July 1, 2006. Personal leave will not be approved without at least 24 hours advance notice by the employee to his/her immediate supervisor, unless an emergency prevents giving such 24-hour notice. Personal days may only be taken before or after a holiday with prior approval by the Superintendent.
 - d. Bereavement
 - i. Five (5) days leave with full pay shall be granted to any unit member following a death in the immediate family or of father, mother, brother, sister, or corresponding in-laws, or of a more distant relative if a member of the unit member's household.
 - ii. Up to four (4) days leave with full pay shall be granted to any unit member following the death of a grandparent, grandchild, aunt or uncle.
 - iii. Any additional days shall be deducted from sick leave upon approval of the Superintendent.

4. Claims for sick leave pay for allowable absence must be made on forms supplied by the Business Office or by the Building Principal and must be completed immediately following the employee's return to duty.
5. Sick leave will not apply for injuries occurring in other employment.
6. Any Teaching Assistant called for jury duty and who reports to serve on a jury shall be allowed full pay for the time of such service.

B. Paid Days of Absence for COTAs

General Information:

1. Effective July 1, 2005, paid days of absence will consist of an allotment of ten (10) days per year with full pay. Effective July 1, 2006, paid days of absence will consist of an allotment of thirteen (13) days of paid sick leave per year.
2. Such days will be credited to each COTA at the beginning of each year of service for a cumulative total of not more than forty (40) days.
3. Deductions from such allotment will be made under the following conditions: Employee Illness, Family Illness (up to two days per year), Personal Days (up to two days per year). Three (3) days leave with full pay shall be granted to any COTA following a death in the immediate family or of father, mother, brother, sister, or corresponding in-laws, grandparent, grandchild, aunt or uncle, or of a more distant relative if a member of the unit member's household. Such bereavement days will not be deducted from accrued leave days.
4. Additional days may be permitted with the approval of the Superintendent.
5. For COTAs working less than full time, this benefit will be pro-rated, based on full time equivalent (FTE).

C. Paid Days of Absence for Unit Members other than Teaching Assistants and COTAs

1. Sick Leave

Normal Sick leave shall consist of fifteen (15) days per year with full pay which shall be credited to each member of the professional staff at the beginning of each year's service up to one hundred eighty (180) days maximum. A member who has reached the one hundred eighty (180) days maximum is also entitled to utilize the fifteen (15) days annual allotment. Those regularly hired employees whose service begins after the opening of the school year shall be immediately credited with a pro-rated number of days. Days unused in any year shall accumulate to the credit of the unit member.

Restoration of accumulated sick leave up to forty-five (45) days shall be allowed for unit members who have completed three (3) years of employment and rejoin the school system within three (3) years.

Each unit member shall be given a personal copy of the Sick Leave Statement (Appendix D) at the first faculty meeting of the school year in September.

Claims for sick leave pay in cases of allowable absence must be made on forms supplied by the Business Office or by the building principals and must be filed immediately following the claimant's return to duty. The staff absence report shall be in the form set forth in Appendix C.

Unit members (other than COTAs and TA's) who have accumulated the maximum amount of sick leave under Article XI, Section C(1) may, in their final year of employment, deduct up to five (5) days from their previous year's allotment that were unused but did not accumulate, for absences in that final year.

This benefit applies only to eligible unit members (other than COTAs and TAs) who have otherwise properly notified the District of their retirement from the District and from the New York State Teachers' Retirement System or the New York State and Local Employees' Retirement System (ERS), as applicable.

Unit members who have exhausted their sick leave may make application to the sick leave bank as outlined in Article XI, Section C(2).

- a. Absences which will be deducted from credited sick leave:
 - i. Personal Illness
 - ii. Family Illness – serious illness of a member of the family, including husband, wife, father, mother, son, daughter, brother, sister or anyone who has acted in such capacity, or corresponding in-laws or a more distant relative if a member of the employee's household. Use of accumulated sick leave for family illness beyond ten (10) days per year shall only be permitted with the approval of the Superintendent. However, such approval shall not be unreasonably withheld.
 - iii. Quarantine – limited to requirements set forth by the New York State Department of Health.
 - iv. Paternity – limited to three (3) days in any one (1) instance.
 - v. Maternity – A unit member may elect to utilize her unused paid sick leave during her period of physical disability caused by pregnancy or childbirth and shall notify the Superintendent, in writing, no later than the fourth (4th) month of pregnancy of the anticipated disability period. Sick leave will be paid only during the time period in which her physician has certified, in writing, that she is physically disabled, and only to the extent of the paid sick leave for which she is eligible.

- vi. Personal Days – Unit members shall be allowed three (3) days per year for leave of a personal nature. The purpose of such leave shall be to transact or attend to legal business or family matters that would normally be conducted during the workday. These days are to be charged against the total maximum of fifteen (15) days allowable in any school year. Personal days will not be granted the day immediately preceding or immediately following any scheduled vacations involving three (3) or more calendar days without the approval of the Superintendent.
- b. Absences which will not be deducted from credited sick leave:
 - i. Bereavement
 - (A) Death in the Family
Five (5) days leave with full pay shall be granted to any unit member following a death in the immediate family or of father, mother, brother, sister, or corresponding in-laws, or of a more distant relative if a member of the unit member's household.
 - (B) Up to four (4) days leave with full pay shall be granted to any unit member following the death of a grandparent, grandchild, aunt or uncle.
 - (C) Any additional days shall be deducted from sick leave upon the approval of the Superintendent.
 - ii. Jury Duty – Any employee called for jury duty and/or reports to serve on a jury shall be allowed full pay for the time of such service.
 - iii. Military Service – Military leave will be granted to any unit member as provided by military law.
 - iv. Professional Service – Absence from duty without loss of salary shall be recognized in certain instances where such absence benefits the profession itself or advances the professional competency of the individuals. Such absences must be approved in advance by the Superintendent or by someone delegated by him/her to review the request. The following reasons shall be recognized for this purpose:
 - (A) Association Business
There shall be a total of eighteen (18) days leave for Association business. Additionally, any member of the LEA who is elected as a member of the Board of Directors of NYSUT, and/or of its National Affiliate shall be granted up to five (5) days leave with pay per year to carry out the duties of his/her organizational office.
 - (B) Professional Teacher Conferences
Attendance at annual conferences or organizations dealing with specialized professional teaching fields.
 - (C) Visiting Days and Conferences

Visiting days for teachers shall be assigned to each school on the basis of one-half day per teacher on full time duty in the school. For purposes of calculating visiting days, all kindergarten teachers may be considered full time. Each principal will be responsible for assigning the use of these days and the amount of time allotted any one (1) person. Visiting days may be used by a teacher to visit another school or grade in or out of the city. Where a visit is contemplated to another school in order to observe teaching, the principal shall be sure that the school visited is willing to accept a visitor, and that our teacher's time will be profitably used. It is recommended that at least seventy-five percent (75%) of the visiting days available be reserved for observation of teaching.

- v. Exchange Teaching - The Board may authorize one (1) professional staff member per year to serve as an Exchange Teacher under the U.S. Office of Education Exchange Teacher program, providing the teacher has seven (7) or more years of local service in the Lockport City School District.

2. Sick Leave Bank

The District and the Association shall administer a Sick Leave Bank to be used when a unit member has incurred a prolonged illness or injury and whose sick leave accumulation has been exhausted. A committee consisting of an administrator appointed by the Superintendent and two (2) teachers appointed by the Association shall review all Sick Bank requests. The granting of requests shall be contingent upon the approval of at least two (2) of the committee members. After receiving a request for Sick Bank utilization and all necessary supporting documentation requested by the Sick Bank Committee, the committee shall have ten (10) calendar days to act upon the request. The decision of the committee will be final and binding on all parties and shall not be subject to the grievance procedure under Article XV. The Sick Bank Committee shall be empowered to establish procedures and reasonable criteria for the purpose of administering the leave benefits of this provision. These procedures and criteria shall be set forth in writing and submitted to the Superintendent of Schools and the Association President for their mutual approval prior to any implementation.

- a. Membership in the Sick Leave Bank is voluntary on the part of the unit member; however, a unit member shall be given only one (1) opportunity to join the Bank. This shall occur each September, the exact date to be agreed upon by the District and the Association. The Sick Bank Membership form appears in Appendix F. An individual who withdraws membership will not be permitted to rejoin.

- b. A unit member who elects to join the Bank must contribute up to two (2) days from his/her sick leave accumulation each school year until the maximum is reached as stated in (c.), except that a member who is eligible for sick leave conversion benefits pursuant to Article XII, H or medical insurance conversion benefits pursuant to Article XIII, G of this Agreement shall not be required to contribute in his/her final year of employment.
 - c. Contributions will be made to the Bank on an annual basis until the maximum reaches one thousand (1000) days in the Bank.
 - d. The number of days granted in any one (1) year shall not exceed the total accumulation in the Bank.
 - e. A maximum of one hundred eighty (180) days may be drawn by any one (1) unit member from the Bank for any incident of illness or reoccurrence of the same. A member of the Bank shall be required to return to active employment for a period of not less than thirty (30) working days before becoming eligible to utilize sick leave benefits again unless the succeeding absence is due to a continuation or reoccurrence of a previously covered illness in which case the remainder of one's one hundred eighty (180) day allotment may be used.
 - f. The first thirty (30) working days of illness or disability will not be covered by the Bank, but must be covered by the employee's own accumulated sick leave or absence without pay.
 - g. All requests for days from the Bank must be in writing and addressed to the President of the Lockport Education Association with a copy being sent to the Superintendent of Schools.
 - h. Medical reports may be requested by the District and/or the Association.
 - i. Upon termination of employment or withdrawal of membership from the Bank, the participating employee will not be permitted to withdraw his/her contributed days.
3. Extended Sick Leave with Partial Pay
- Unit members who have completed three (3) years of continuous employment and who have exhausted all accumulated sick leave with full pay, and if applicable, sick bank privileges, and whose current absence has been continuous for at least thirty (30) calendar days, may, by application to and approval of the Board, be granted extended sick leave with partial pay during prolonged illness or physical disability as follows:
- a. The school physician, in consultation with the unit member's doctor, shall determine and certify the teacher's inability to return to duty because of illness. The teacher's condition may be reviewed at any time in the same manner at the request of the Superintendent.
 - b. Half-pay shall be granted for a period equivalent to ten (10) days for each full year of continuous service in the Lockport schools. Unused days in

this category shall accumulate to the credit of the unit member to a maximum of ninety (90) days.

D. Leaves of Absence Without Pay (applies to Unit Members except TAs and COTAs)

A unit member on leave who plans to return to active duty for the second semester shall notify the Superintendent of Schools of his/her intent by December 1; those planning to return by September, shall notify the Superintendent of Schools of their intent by May 1. Employees on leaves of absence (as found in this Article) shall also be permitted to continue in the District's Health Insurance Programs at their own expense.

1. Child Rearing Leave

- a. If the unit member takes a child rearing leave, it will begin at the time the disability associated with pregnancy ends and will terminate at the end of one (1) of the semesters in the following two (2) school years as the teacher determines. The unit member must notify the Superintendent in writing of the desire to return by December 1 if he/she plans to return at the end of the fall semester and by May 1 if he/she plans to return in September. In addition, if he/she plans to request an extension of his/her leave, such request must be submitted to the Superintendent by December 1 if he/she is scheduled to return at the end of the fall semester, and by May 1 if he/she is scheduled to return by September. Child rearing leave shall be without pay or any other benefits; however, a unit member on such leave may continue his/her coverage of the District Health Insurance through the school district group plan at the expense of the unit member.
- b. The semester or semesters the unit member was on child rearing leave will not be counted as service for salary credits, sick leave, or other benefits based on length of service.
- c. A unit member wishing to terminate a leave previously requested for child rearing purposes shall be entitled to do so within thirty (30) days after termination of pregnancy. The unit member will then be expected to return at the beginning of the next semester.
- d. If the unit member returns to work as soon as her condition permits her to perform her full duties:
 - i. She shall be entitled to return to the equivalent of her former position in terms of tenure level and/or job classification
 - ii. There will be no interruption in her continuous service for purposes of salary credit, sick leave accumulation, or other benefits based on length of service.
- e. If the unit member takes a leave for child-rearing purposes, he/she shall be entitled to return to the equivalent of his/her former position in terms of tenure level and/or job classification unless it has been abolished, in which case he/she will be entitled to return to any vacant position for which he/she is fully qualified.

- f. Leave for Adoption
Any unit member who intends to adopt a child shall notify the Superintendent of Schools of such intention upon notification of acceptance as an adoptive parent, and shall give thirty (30) days notice of date at which custody is to take place, if possible. Leave for this purpose shall be governed under Section a-e (above).
 - g. Maximum child rearing leave under this provision shall be limited to no more than four (4) semesters in a five (5) year period.
2. Health or Family or Unusual Conditions
- A unit member confronted with a problem of personal health, family conditions or unusual conditions necessitating his/her absence from duty must file written application with the Superintendent of Schools for a leave of absence.
- a. Personal Health
When personal health is the cause of the leave of absence, a doctor's certificate must be submitted with the unit member's letter of application. The doctor's certificate should indicate the nature of the illness and must state the degree of urgency for the leave of absence from teaching duties. Where the state of personal health has resulted in acute illness or the need for an operation and involves immediate or planned confinement to the home or hospital, a leave of absence is not necessary. A prolonged period of convalescence, however, should be covered by a leave of absence granted under this procedure. Salary will be allowed under the provisions of the sick leave plan.
 - b. Family Conditions
A leave of absence for unusual family conditions shall be considered. The letter of application should set forth the circumstances necessitating the leave. When the leave of absence is granted under these conditions, it shall be without pay. If an earlier return is contemplated, thirty (30) days notice will be given. The earlier return date will be at the discretion of the Superintendent.
 - c. Unusual Condition Leave
Unit members may request an unpaid leave of absence for a period of one (1) school year. The request must be submitted to the Superintendent no later than May 1 of the school year preceding the requested leave date. The number of leaves granted under this provision shall not exceed two percent (2%) of the bargaining unit at any one time, and an individual teacher may be granted such leave only once in any six (6) year period. The decision as to which individual applicants shall be granted such leaves shall be at the discretion of the Superintendent of Schools. Approval or denial shall be in writing with reasons given. During the period of such leave, the unit member shall not accept employment in the field of education. The leave cannot be used to extend other leaves of absence the member may be currently exercising.

3. Employment During Leave of Absence
 - a. The Board of Education may grant, with a sixty (60) day notice, a leave of absence without pay or increment to any staff member to campaign for or serve in a public office, provided a suitable replacement is available.
 - i. One (1) semester shall be the minimum leave time, five (5) consecutive semesters, the maximum leave time.
 - ii. The unit member will be placed on a preferred substitute list if he/she desires to return prior to the stated time of the end of his/her leave.
 - b. The Board of Education may grant a leave of absence without pay or increment up to two (2) years for a full-time participation in the Peace Corps, VISTA, New York State Education and affiliated teacher organizations, provided a suitable replacement is available.
 - i. Two (2) consecutive semesters shall be the minimum leave time, five (5) consecutive semesters, the maximum leave time.
 - ii. The unit member will be placed on a preferred substitute list if he/she desires to return prior to the stated time of the end of his/her leave.
 - iii. The Board of Education may credit each full year of this service, up to two (2), as a step on the salary schedule and one (1) year, up to two (2), toward longevity increment, if a review of the teacher's service during leave has been directly related to his/her staff assignment or has provided valuable background for his/her teaching.
 - c. All the benefits to which a unit member was entitled at the time his/her leave of absence began, including unused sick leave, will be restored to him/her on his/her return to full-time duty.
 - d. Upon his/her return to full-time duty, he/she will be assigned to his/her position which he/she held when his/her leave began, if available. If not, he/she will be assigned to a similar position.

Article XII
Compensation/Sick Leave Conversions

- A. Appendices A and B include the salary schedules and are attached to and incorporated into this agreement.
- B. In the event that E.I.T. monies are available to the District, the District shall make application and monies received shall be divided in equal or pro-rated shares and added to the unit member's appropriate step and column to produce the total salary. This additional salary shall be paid in a separate check on the last day of attendance in June.
- C. Conditions and Provisions applying to the Teacher Salary Schedule:
 1. Placement on steps and columns of the teacher salary schedule shall be determined in the following manner:

- a. Teachers appointed by the District after July 1, 2002 shall be placed on the appropriate step of the salary schedule, commensurate with years of service credited by the District.
 - b. After June 30, 2002, there will no longer be an "Internship Level Salary"; all teachers will continue to be placed and advanced at the appropriate steps and columns of the salary schedule.
2. Transfer from one column to a higher column in the salary schedule is subject to these rules:
- a. Transfer to columns C and D or the increment for an earned Master's Degree will become effective in September of the school year immediately following the receipt of transcripts of course(s) which establish eligibility.
 - b. Graduate courses not directly related to a teacher's major teaching assignment and not leading toward a degree or toward certification that are to be applicable for advancement on the salary schedule must have prior approval before the work is undertaken. All hours that are directly related to the teacher's major teaching assignment or hours leading to a degree and/or certificate in the general field of education do not need prior approval.
 - c. After thirty (30) hours and permanent certification is attained, up to six (6) hours of elective courses out of the next thirty (30) hours shall be accepted towards advanced placement on the salary schedule.
 - d. In-service training, courses not creditable toward a college or university degree for which salary credit may be earned, are those sponsored and/or approved by the Lockport Board of Education. Teachers attending and completing such courses shall receive one (1) credit for every fifteen (15) hours of class time. A maximum of six (6) hours of credit may be accumulated in this manner for salary purposes. All in-service courses will be voluntary and shall not entail work beyond the regular class time in the course.
 - e. In-service course enrollment shall be fair and open. Priority will be given by the administration to those teachers who would gain the greatest amount in terms of their teaching assignment.

D. Conditions and Provisions Applying to the Registered Professional Nurse Salary Schedule:

1. Registered professional nurses will be assigned to the schedule on the step equal to the sum of their years of local service, plus credited prior service as determined at the time of employment. Registered professional nurses entering the district shall accept such evaluation on the basis that no later claims are to be made because of experience prior to entering the district.
2. Thereafter, all registered professional nurses will advance one (1) step on the schedule for each succeeding year of service.

E. A unit member not completing a full year but working five (5) months or more who continues in our system shall be considered to have completed a full year of employment for salary step purposes.

F. Staff members covered by this Agreement who, in pursuance of regularly assigned school duties, are required to travel during school hours and for whom a car is not supplied, shall be reimbursed at the Internal Revenue Service rate.

G. Curriculum pay rate will be as follows:

Effective July 1, 2006	\$17.50 per hour
Effective July 1, 2007	\$20.00 per hour

H. Accumulated Sick Leave Conversion

Unit members retiring from the Lockport City School District are eligible to convert accumulated, unused sick leave as outlined below.

1. The District agrees to make a non-elective employer contribution subject to the contribution limits as outlined in Internal Revenue Code, Section 415C, in an amount determined according to the formula $N \times 1/400^{\text{th}}$ of the final year's annual salary.
 - a. N = number of days of unused sick leave limited to a maximum of one hundred ninety-five (195) days.
 - b. Accumulated unused sick leave will not be reduced in the event of a sixty (60) consecutive calendar day illness occurring within the final three (3) years of eligibility.
2. The non-elective employer contribution is available to all unit members (except COTAs and Teaching Assistants) who submit an irrevocable letter of resignation for the purposes of retirement pursuant to the New York State Teachers' Retirement System or the New York State and Local Employees' Retirement System (ERS), as applicable, and who meet the requirements of Article XII H (3). Said letter shall be submitted to the Superintendent no later than March 1 preceding the school year in which the employee's retirement is effective.
3. To receive this benefit, the unit member must have a minimum of ten (10) consecutive years of service in the Lockport City School District immediately preceding the time of retirement from the Lockport City School District. The service must be as a full-time regular employee, excluding those positions which are filled by year-to-year appointments and those positions which require less than a full-time employee. To attain this benefit, the unit member must be eligible to retire with or without a reduction in benefits and must actually retire pursuant to the New York State Teachers' Retirement System (NYSTRS) or the New York State and Local Employees' Retirement System (ERS), as

applicable. For purposes of the preceding sentence, unit members shall be allowed to use the benefit enhancement provided by Article 19 of the New York State Retirement and Social Security Law, Section 902(a) in effect as of January 8, 2004.

4. Payment is limited to the non-elective employer contribution payment.
5. Within 10 business days of the date of the employee's final paycheck, the non-elective employer contribution will be remitted to any of the designated 403b plans used in the district by the LEA, for the benefit of the employee, except as provided in Article XII H (7) below.
6. Should the District be unable to fund the entire terminal leave amount in the current year due to IRC section 415 limits, the District will remit the maximum allowable in the current year and the remainder will be remitted by January 31 of the following year in accordance with Section 415 of the Internal Revenue Code concerning up to "5 years of post-retirement employer contributions."
7. For purposes of Tier I members of the New York State Teachers' Retirement System (NYSTRS) with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System. In the event that the employee's terminal leave amount exceeds acceptable Internal Revenue Code contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

Article XIII

Medical Insurance/Conversion/Flexible Spending Account

A. Health Insurance

Except as noted in L. of this section, the District will provide to unit members their choice of one of the following health insurance and prescription plan options, through Orleans/Niagara Health Consortium.

1. Traditional Blue Plan

- a. The District will provide to unit members hired on or before December 17, 2003 the option of health insurance coverage known as Traditional Blue Plan 998 (currently with Caremark prescription coverage) or its equivalent to eligible unit members in accordance with this section. However, those eligible unit members hired on or before December 17, 2003 who choose to continue receiving this coverage will contribute the following towards the premium costs on an annual basis, through payroll deduction:

Single coverage	\$300
Two person coverage	\$425
Family coverage	\$550

Unit members hired after December 17, 2003 will continue to have the option of enrolling in the Traditional Blue Plan (paying all premium costs for such coverage in excess of the least expensive POS premium cost) or enrolling in an available POS or PPO plan (paying the applicable employee contribution; see below). Upon completion of five (5) years of employment with the District, the employee will have the option of continuing in the Traditional Blue Plan (paying the above \$300/\$425/\$550 contribution).

Unit members will have the opportunity to pay such contributions on a pre-tax basis through a Section 125 Plan.

- b. Reimbursement. Effective July 1, 2005, the District will reimburse unit members who are enrolled in the Traditional Blue Plan as follows:
- All deductible costs above \$125 for single coverage or
 - All deductible costs above \$250 for family coverage and
 - All co-insurance costs for covered services

Effective July 1, 2006, the District will reimburse unit members who are enrolled in the Traditional Blue Plan as follows:

- All deductible costs above \$175 for single coverage or
- All deductible costs above \$350 for family coverage and
- All co-insurance costs for covered services

Effective July 1, 2007, the District will reimburse unit members who are enrolled in the Traditional Blue Plan as follows:

- All deductible costs above \$200 for single coverage or
- All deductible costs above \$400 for family coverage and
- All co-insurance costs for covered services

- c. Prescription Insurance. Effective July 1, 2005, unit members electing the Traditional Blue Plan shall be afforded the three-tier coverage plan, currently administered by Caremark, with co-payments as follows:
- | | |
|----------------------|---------|
| Tier I drug co-pay | \$ 5.00 |
| Tier II drug co-pay | \$10.00 |
| Tier III drug co-pay | \$20.00 |

In the event a Traditional Blue Plan 998 with prescription coverage administered by Blue Cross Blue Shield becomes available through the consortium, the LEA will immediately enter into negotiations with the District regarding this issue.

2. Point of Service 298 (POS) or POS 298 Plus (POS Plus) Health Insurance Plan with Blue Cross Prescription Coverage

- a. Effective January 1, 2006, the District will provide to unit members the option of the POS or POS Plus Health Insurance Plan in combination with Blue Cross Prescription Coverage. Eligible unit members enrolled in this plan shall contribute the following towards the premium costs on an annual basis, through payroll deduction:

Single coverage	\$250
Two person coverage	\$375
Family coverage	\$500

Unit members will have the opportunity to pay such contributions on a pre-tax basis through a Section 125 Plan.

- b. Prescription Insurance. Effective January 1, 2006, the District will offer prescription coverage currently administered by Blue Cross in conjunction with the POS or POS Plus medical plan, co-pays as follows:

\$3.00 for prescriptions written by "in-network" providers

\$3.00 for prescriptions written by "out-of-network" providers

The District will also make available a POS 298 health insurance plan with Blue Cross Blue Shield (\$5,\$10,\$25) prescription coverage as an additional option to the POS 298 with Blue Cross Blue Shield (\$3,\$3) combination currently available.

- c. 105 (h) Contribution. The District will provide those eligible unit members, who elect the above POS or POS Plus Health Insurance Plan, with Blue Cross prescription coverage, an annual contribution to a 105(h) plan in the following amounts:

Single coverage	\$300
Two person coverage	\$500
Family coverage	\$750

For those eligible unit members who elect this optional prescription coverage for the period from January 1, 2006 through June 30, 2006, the District will provide one-half of the above amounts, as applicable, to a 105(h) plan for that period.

3. Preferred Provider Organization Plan 813 OTO1 (PPO)

- a. Effective January 1, 2006, the District will provide to unit members the option of health insurance coverage through a PPO plan offered by the Orleans/Niagara Health Consortium which shall include Blue Cross prescription coverage. Eligible unit members enrolled in this plan shall contribute the following towards the premium costs on an annual basis, through payroll deduction:

Single coverage	\$250
Two person coverage	\$375

Family coverage \$500

Unit members will have the opportunity to pay such contributions on a pre-tax basis through a Section 125 Plan.

- b. Prescription Insurance. Unit members electing the PPO plan shall be afforded the prescription plan currently administered by Blue Cross with co-payments as follows:

Tier I drug co-pay	\$ 5.00
Tier II drug co-pay	\$10.00
Tier III drug co-pay	\$25.00

- c. 105(h) Contribution. The District will provide those eligible unit members, who elect the above PPO health insurance plan with Blue Cross prescription coverage, an annual contribution to a 105(h) plan in the following amounts:

Single coverage	\$150
2 person coverage	\$300
Family Coverage	\$450

For eligible unit members who elect this optional prescription coverage for the period from January 1, 2006 through June 30, 2006, the District will provide one-half of the above amounts, as applicable, to a 105(h) plan for that period.

B. The District is not required to provide health insurance coverage for any unit member whose spouse has identical or better coverage.

C. Should the spouse's coverage be terminated for any reason, the unit member may immediately receive full coverage to which he/she is entitled as a unit member.

D. Unit members will complete and return an acknowledgement form provided by the District at the first faculty meeting in September.

E. In the event of the death of a unit member who is enrolled in any District-provided medical insurance coverage, the district will continue to make premium payments for coverage on behalf of family members covered at the date of the member's death through the end of the fiscal year in which the member dies or for six (6) months, whichever is less. Thereafter, such coverage may continue to be provided under a District policy, but the cost shall be borne by the member's surviving dependents.

F. Retired members, at their expense, may continue to participate in health insurance programs offered to active unit members.

G. The Medical Insurance Conversion. Unit members retiring from the Lockport City School District (except COTAs and Teaching Assistants) are eligible to convert

accumulated unused sick leave to medical insurance as outlined below. It is understood that a member may choose to put this provision into effect up to five (5) years after retirement. However, if a member chooses to put the provision into effect at a later date than his/her retirement date, then said member must give the Board notice at least one (1) year prior to the date he/she wants the provision to go into effect.

1. The District will provide a designated sum of monies, to be used to cover medical insurance until the money is expended, according to the formula $N \times 1/800^{\text{th}}$ of final year's annual salary.
 - a. N = number of days of unused sick leave limited to a maximum of one hundred ninety-five (195) days, effective July 1, 1992.
 - b. Accumulated unused sick leave will not be reduced in the event of a sixty (60) consecutive calendar day illness occurring within the final three (3) years of eligibility.
2. To attain this benefit, the unit member must be eligible to retire with or without a reduction in benefits and must actually retire pursuant to the New York State Teachers' Retirement System (NYSTRS) or the New York State and Local Employees' Retirement System (ERS), as applicable. For purposes of the preceding sentence, unit members shall be allowed to use the benefit enhancement provided by Article 19 of the New York State Retirement and Social Security Law, Section 902(a) in effect as of January 8, 2004.
3. In the event that a retired unit member dies prior to exhaustion of the sum of monies available pursuant to Article XIII, G. 1. a, the amount then remaining shall be credited to the member's surviving spouse or surviving dependents under age twenty-three (23) to be used for the purchase of health insurance.

H. Dental Insurance. The District will provide to unit members, except Teaching Assistants and COTAs, benefits equal to or greater than those of the Blue Cross and Blue Shield Dental coverage, previously referred to as the Blue Shield Dental III Plan, including riders, A, B, C, D and #8. Teaching Assistants and COTAs shall be provided GHI Spectrum 2000 dental coverage.

Any professional employee who is the beneficiary of fully paid dental coverage at least equivalent to that provided by the District is expected not to participate in the District-provided plan.

I. If any of the above mentioned plans cease, except by mutually negotiated agreement between the District and the Association, another plan of equal benefits shall be mutually agreed by the parties.

J. Unit members on unpaid leave of absence, other than Family Medical Leaves of Absence, may continue in health, prescription, and/or dental insurance programs if

payments are made to the Business Office by the fifth (5th) of the month. Unit members not getting their payments in on time shall be dropped from the program.

K. Waiver of Health/Prescription Insurance. Employees, including COTAs and Teaching Assistants, eligible for health and prescription insurance coverage (as outlined in Article XIII) will be allowed to discontinue such coverage in exchange for a stipend as follows:

\$1000 (one thousand dollars) for waiver of a single coverage plan

\$2000 (two thousand dollars) for waiver of a family coverage plan

\$1000 (one thousand dollars) to the husband or wife where both are employed by the District and both are covered by one (1) family plan.

1. The stipend shall be paid for each fiscal year the employee chooses not to receive the District sponsored health/prescription insurance.
2. Any individuals who wish to participate in this "opt-out" provision must file a signed letter of intent with the Business Office prior to July 1 (that is, the beginning) of the fiscal year in which coverage will not be in effect, or at the onset of employment.
3. The "opt-out" applies only to the Orleans-Niagara School Health Plan Consortium-administered health and prescription insurance plans (as in Article XIII, A. 1-4 above). Dental is not involved in this provision.
4. The stipend will be paid to the employee in equal installments in each paycheck from the first paycheck in October through the last paycheck in June.
5. Individuals who discontinue their health/prescription insurance coverage may not re-enter the program until the following July 1 unless alternative coverage has become inaccessible (through divorce, termination of spouse's employment, etc).

For the period January 1, 2006 – June 30, 2006, COTAs eligible for this waiver shall receive 50% of the benefit outlined in Article XIII, K.

L. Part time COTAs may participate in health, prescription, and/or dental plans as outlined above, at the expense of the individual.

M. Flexible Spending Account Plan

The District will establish a mutually acceptable Flexible Spending Account Plan (FSA). Each unit member may elect to contribute a portion of his/her salary to FSA to the extent allowed by law and the District's FSA Plan. All administrative costs for establishing the plan will be shared equally by the District and the Association. All administrative fees for each member's FSA will be paid by the individual unit member. As determined by current law, funds contributed to the FSA must be used as specified in

the District FSA Plan and funds remaining in the account at the end of the fiscal year, that is, June 30 will revert back to and become property of the District.

**Article XIV
Payroll**

A. The Board of Education of the Lockport City School District agrees to deduct from the salaries of its employees for the Lockport Education Association when a staff member voluntarily authorizes the Business Office to deduct and transmit the dues of the Lockport Education Association.

B. Employees dues Deduction Authorization shall be on the following form:

BOARD OF EDUCATION
LOCKPORT CITY SCHOOL DISTRICT

Payroll Deduction and Continuing Membership Authorization

Print _____
Last Name First Name Middle Initial

I hereby authorize that my membership in the United Teaching Profession be considered as continuing for this and future years unless and until written notification and dissolution of this agreement is given by me between September 1 and September 15 of any membership year, or upon such date as may be mutually agreed to between the Lockport Education Association and the Board of Education.

I further authorize that any increase in dues, or any other dues for organizations that may from time to time occur, be automatically applied to my payroll deduction payments as agreed to between the Lockport Education Association and the Board of Education of this District.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. It is recognized that there will be no withdrawals during the school year once deductions have been authorized.

Member Signature _____

School _____

Date _____

C. The Lockport City School District agrees to deduct from the salaries of members of the bargaining unit who are not members of the LEA the amount equivalent to the dues levied by the Association and shall transmit such monies to the LEA following the same procedure as applicable under the dues deduction provision.

D. The Lockport Education Association shall certify to the Assistant Superintendent for Finance and Management Services, in writing, the current rate of membership dues and shall give the Business Office thirty (30) days written notice prior to the effective date of any changes in membership dues, which shall be on a yearly basis.

E. Deduction cards and withdrawal cards will be supplied by the District and will be given to the President of the Association who shall have the responsibility for providing them to the members of the bargaining unit.

F. The Lockport Education Association shall provide the Business Office, no later than two (2) weeks prior to the third (3rd) payroll of the school year, a list of the original signed authorized payment deduction cards, accompanied by the cards for the Association named in B above. At the same time, a list will be provided which lists non-members of the Association covered by agency fee. Authorization cards turned in after the third (3rd) payroll will be put into effect three (3) weeks after receipt of the card.

G. Equal monetary deductions shall be made in the following manner:

1. Regular membership for eighteen (18) consecutive payroll periods beginning with the third (3rd) payroll period of the school year.
2. Partial membership for eighteen (18) consecutive payroll periods beginning with the third (3rd) payroll period of the school year.
3. The last payroll period (18th) may be used for adjustment purposes, if needed.

H. Upon written request of the unit member, deductions shall be made from the unit member's paycheck for Credit Union, United Fund, U.S. Government Savings Bonds, Vote/Cope, NYSUT Benefit Trust and District approved tax sheltered annuity companies.

I. Any dues deduction authorization forms currently on file with the District will remain in effect subject to the withdrawal procedure contained therein.

J. Unit members on leave who have been on payroll deduction shall be allowed to return to payroll deduction when returning to service during the school year.

K. Salary and Other Payments

1. All payments to unit members, including but not limited to salaries, shall be by electronic direct deposit only. Electronic transfers of salaries shall be issued

on an administration approved payroll schedule beginning with two (2) checks in September and thereafter, bi-weekly within a two (2) week period.

2. Any unit member leaving during the school year agrees to have the last check/electronic transfer held for final adjustment purposes for no longer than one (1) pay period. The Association shall have no legal responsibility regarding the implication of this item.
3. Effective July 1, 2005, unit members shall be paid in twenty-one (21) installments during the ten (10) month period. Effective July 1, 2006, unit members shall also have the option to receive their regular salary in 26 pay periods, with the final 5 pay periods to be paid as a lump sum on June 30. Unit members who elect this option for a particular school year must notify the Business Office in writing on or before June 30 of the previous year. Once begun, the 26 pay period option will automatically continue for each subsequent school year unless the unit member notifies the Business Office in writing on or before June 30 that he/she wishes to revert to the 21 pay period option for the next school year.

ARTICLE XV

Grievance Procedure

A. Basic Principles

1. It is the intent of these procedures to provide for the orderly and prompt settlement of differences in a fair and equitable manner.
2. The Board of Education or the LEA shall have the right to be represented at any stage of the procedure by a person of their own choice.
3. Specified time limits may be extended by mutual agreement in writing by both parties involved.
4. Failure at any step to communicate a decision within the specified time limit shall permit the grievance to proceed to the next step, except as provided in A.3. above. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step, except as provided in A.3. above.
5. Any grievance from a unit member who is not on duty, or whose immediate supervisor is not on duty because school has recessed for the summer, will be expedited within the framework of this Grievance Procedure at the direction of the President of the Board of Education.
6. If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the President of the LEA directly to Step 2 described below.
7. Grievance records shall be filed separate from personnel files.
8. If a grievance is appealed to arbitration pursuant to this Agreement, such appeal shall constitute a waiver by the grievant and the Association of all rights he/she or they have to bring the subject matter of the grievance before any administration agency (including the Commissioner of Education) or court for decision other than to move to stay, vacate, or confirm an arbitration.

B. Definitions

1. "Grievance" shall mean any claimed violation, misinterpretation, or unlawful application of any of the provisions of this agreement.
2. The term "unit member" includes any individual or group of individuals covered under the terms of this agreement.
3. The "Grievance Committee" is the committee created and constituted by the LEA. No member of the Grievance Committee shall function as such until the Superintendent of Schools has been advised of his or her selection in writing by the President of the LEA.

C. Grievance Steps

1. Step One – Presentation of Grievance
 - a. A unit member having a grievance will first discuss it with his/her Supervisor within ten (10) school days of the incident which gave rise to the grievance, either directly or through the LEA representative, with the objective of resolving the matter informally. The immediate supervisor shall, to the extent he/she may deem appropriate, consult with others including his/her superiors and give an oral answer within five (5) school days. All efforts shall be made to solve the grievance at this stage. When solved at this stage, no record shall be kept unless known to both parties.
 - b. If the grievance is not resolved, it shall be reduced to writing and presented to the immediate supervisor by the unit member involved, or a representative of the LEA, within five (5) school days after receiving the oral answer of the supervisor. The prescribed form is available from any principal or the Secretary to the Superintendent of Schools. Within two (2) school days after the written grievance is presented to him/her, the supervisor shall render a decision in writing and present it to the unit member.
2. Step Two – Appeal to the Superintendent
 - a. If the written grievance is not resolved by the action of the immediate supervisor within five (5) school days of its receipt, it may be appealed to the Superintendent of Schools.
 - b. The Superintendent of Schools, within ten (10) school days of receipt of the grievance at this step, will schedule an informal hearing at which the interested parties will have an opportunity to be heard. If a grievance is not resolved by the action of the Superintendent of Schools, within ten (10) school days of the hearing at this step, it may be appealed to arbitration.
3. Step Three – Appeal to Arbitration
 - a. Should the Association disagree with the Superintendent's decision, then the Association, within five (5) working days, shall notify the Superintendent in writing of its intention to submit the grievance to arbitration.

- b. No grievance may be submitted to arbitration without the consent of representation by the Association.
- c. Within ten (10) working days of such written notification, the Superintendent and the LEA President shall attempt to mutually select a person to act as an arbitrator.
- d. If the parties cannot agree on an arbitrator within ten (10) working days, a demand for arbitration shall be made by the LEA. The parties will then be bound by the rules and regulations of the American Arbitration Association.
- e. The arbitrator shall render his/her decision in writing within thirty (30) days after the close of the hearing, and such decision shall be final and binding upon all parties.
- f. The fees and expense of the arbitrator shall be shared equally by the Board of Education and the LEA.
- g. Grievance Form – See Appendix E.

**ARTICLE XVI
No Strike Pledge**

The LEA agrees that it does not have the right to strike or to engage in any work stoppage against the Board, and therefore, it shall not cause, instigate, encourage or condone such action on the part of any of its members.

**ARTICLE XVII
Taylor Law**

Agreements between public employers and employee organizations.

A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

“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 School Board has given approval.”

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such submission, and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**APPENDIX A
Salary Schedules**

A. Teacher Salary Schedules 2008-2009

2008-2009	BS	BS+30	BS+30/MS	BS+60	BS+60/MS
1	\$33,522	\$35,970	\$37,701	\$40,400	\$42,131
2	\$34,339	\$37,000	\$38,732	\$41,408	\$43,138
3	\$35,308	\$38,012	\$39,744	\$42,408	\$44,138
4	\$36,287	\$38,994	\$40,723	\$43,394	\$45,125
5	\$37,483	\$40,188	\$41,919	\$44,558	\$46,289
6	\$38,781	\$41,759	\$43,490	\$45,908	\$47,637
7	\$40,225	\$43,238	\$44,969	\$47,388	\$49,118
8	\$41,600	\$44,938	\$46,667	\$48,679	\$50,410
9	\$42,972	\$46,512	\$48,243	\$50,069	\$51,799
10	\$44,710	\$48,270	\$50,005	\$51,770	\$53,504
11	\$46,376	\$49,943	\$51,677	\$53,693	\$55,426
12	\$47,911	\$51,674	\$53,407	\$55,486	\$57,219
13	\$49,448	\$53,348	\$55,081	\$57,411	\$59,145
14	\$50,988	\$55,017	\$56,751	\$59,080	\$60,815
15	\$52,982	\$57,145	\$58,879	\$61,209	\$62,941
16	\$56,090	\$60,517	\$62,251	\$64,455	\$66,191
17	\$70,244	\$76,200	\$78,099	\$80,982	\$82,882

Career Credit Stipend – See Section F.

B. Teacher Salary Schedules 2009—2010

2009-2010	BS	BS+30	BS+30/MS	BS+60	BS+60/MS
1	\$33,844	\$36,315	\$38,063	\$40,788	\$42,536
2	\$34,669	\$37,356	\$39,104	\$41,805	\$43,552
3	\$35,647	\$38,377	\$40,125	\$42,815	\$44,562
4	\$36,636	\$39,368	\$41,114	\$43,810	\$45,558
5	\$37,843	\$40,574	\$42,321	\$44,986	\$46,734
6	\$39,153	\$42,160	\$43,907	\$46,348	\$48,094
7	\$40,611	\$43,653	\$45,401	\$47,843	\$49,590
8	\$41,999	\$45,369	\$47,115	\$49,146	\$50,894
9	\$43,385	\$46,958	\$48,706	\$50,549	\$52,296
10	\$45,157	\$48,753	\$50,505	\$52,288	\$54,039
11	\$46,840	\$50,443	\$52,194	\$54,230	\$55,980
12	\$48,390	\$52,190	\$53,941	\$56,041	\$57,792
13	\$49,943	\$53,881	\$55,632	\$57,985	\$59,737
14	\$51,497	\$55,568	\$57,318	\$59,670	\$61,423
15	\$53,512	\$57,716	\$59,468	\$61,821	\$63,571
16	\$56,651	\$61,122	\$62,874	\$65,100	\$66,853
17	\$71,649	\$77,724	\$79,661	\$82,602	\$84,540

Career Credit Stipend – See Section F.

C. Teacher Salary Schedules 2010-2011

2010-2011	BS	BS+30	BS+30/MS	BS+60	BS+60/MS
1	\$34,182	\$36,679	\$38,444	\$41,196	\$42,961
2	\$35,015	\$37,729	\$39,495	\$42,224	\$43,988
3	\$36,003	\$38,761	\$40,526	\$43,243	\$45,007
4	\$37,002	\$39,762	\$41,525	\$44,248	\$46,014
5	\$38,221	\$40,979	\$42,745	\$45,436	\$47,201
6	\$39,545	\$42,582	\$44,346	\$46,812	\$48,575
7	\$41,018	\$44,090	\$45,855	\$48,322	\$50,086
8	\$42,419	\$45,823	\$47,586	\$49,638	\$51,403
9	\$43,819	\$47,428	\$49,193	\$51,055	\$52,819
10	\$45,654	\$36,715	\$51,061	\$52,863	\$54,634
11	\$47,355	\$37,766	\$52,768	\$54,826	\$56,596
12	\$48,923	\$38,799	\$54,535	\$56,657	\$58,427
13	\$50,492	\$39,801	\$56,244	\$58,623	\$60,394
14	\$52,064	\$41,020	\$57,949	\$60,327	\$62,099
15	\$54,101	\$42,624	\$60,122	\$62,501	\$64,270
16	\$57,274	\$44,133	\$63,565	\$65,816	\$67,588
17	\$73,082	\$79,279	\$81,255	\$84,254	\$86,231

Career Credit Stipend – See Section F.

D. Registered Professional Nurse Salary Schedules 2008 – 2011

Step	2008-09	2009-10	2010-11
1	20,296	20,397	20,499
2	21,167	21,273	21,380
3	22,036	22,146	22,257
4	22,909	23,024	23,139
5	23,772	23,891	24,011
6	24,645	24,768	24,892
7	25,515	25,643	25,771
8	26,383	26,515	26,648
9	27,255	27,391	27,528
10	28,121	28,262	28,403
11	28,990	29,135	29,281
12	29,864	30,013	30,163
13	30,730	30,884	31,038
14	31,604	31,762	31,921
15	36,138	36,319	36,500
16	40,000	40,200	40,401
17	42,000	42,210	42,421

*Longevity Payment will be added to the listed salary for those to whom it applies beginning in 2008-2009.

For nurses working less than full-time, the longevity payment will be pro-rated based on full-time equivalent.

Longevity stipends will be paid on an annual basis in a lump sum on the June 30 next following the anniversary date.

5 Full Years Completed	\$400
10 Full Years Completed	\$650
15 Full Years Completed	\$900

E. COTA and TA Salary Schedule 2008-2011

	2008-09	2009-10	2010-11
COTA	\$32,569	\$33,872	\$35,227

TA:

Level	Level	Level	Pre-	Certified
1	2	3/Continuing	Professional	Teachers
22,500	22,750	23,000	23,250	23,500

Effective July 1, 2008, TA's currently employed by the District will be placed on the above schedule according to the level of NYSED certificate held as of that date. New hires will be placed on the above schedule as appropriate according to level of NYSED certificate as of date of hire.

Once placed on the above schedule, increases for TA's will be as follows:

Effective July 1, 2009	4.00%
Effective July 1, 2010	4.00%

*Longevity Payment will be added to the listed salary for those to whom it applies beginning in 2006-2007.

Longevity Payments: (Will be effective July 1, 2006 for full-time COTAs and Teaching Assistants.)

For COTAs and TAs working less than full-time, the longevity payment will be pro-rated based on full-time equivalent.

Longevity Stipends will be paid on an annual basis in a lump sum on the June 30 next following their anniversary date.

	COTAs	TAs
5 Full Years Completed	\$700	\$450
10 Full Years Completed	\$1,000	\$700
15 Full Years Completed	\$1,300	\$950

F. Career Credit Stipend

Unit members who complete ten (10) clock hours of high quality career training/development per year, occurring beyond the school day before June 1, of each school year, will receive one thousand dollars (\$1,000). Career credit payments shall be

made by electronic direct deposit within the next available payroll period following the unit member's completion of career training/development and submission of all applicable paperwork to the District. In addition to the usual and customary payroll deductions, each unit member will have an employee registration fee in an amount not to exceed seventy dollars (\$70) deducted from the career credit payment. The deductions from career credit payments shall be used to sustain the entire cost of operation of the career training/development program. The District shall not be obligated to subsidize the cost of operation of the career training/development program.

**Appendix B
Special Services Salary Schedules**

A. Coaching Salary Schedules:

No person shall be paid less than he/she is presently paid if continuing in the same sport area.

When a coach advances to any position on the schedule within the same sports area, the coach will be placed on the schedule at a step at least as high as the one he/she would have been on the upcoming year at the old position.

In addition to his/her scheduled salary, each coach who has ten (10) years or more service to the district in his/her sport or who totals ten (10) years or more service including salary credited service from other districts will receive a service stipend of three hundred dollars (\$300).

Coaching salaries will be paid by separate, bi-weekly checks to be issued during the sport season the salary was earned. These checks will have a minimum amount withheld allowed by law.

Coaching Salary Schedule 2008-2011

	1	2	3	4	5	6
Football						
Head Var	3,849	4,271	4,504	4,696	4,927	5,118
Head JV	3,464	3,843	4,053	4,226	4,433	4,606
Asst	3,079	3,416	3,602	3,756	3,940	4,094
Asst	3,079	3,416	3,602	3,756	3,940	4,094
Asst	3,079	3,416	3,602	3,756	3,940	4,094
Asst	3,079	3,416	3,602	3,756	3,940	4,094
Asst	3,079	3,416	3,602	3,756	3,940	4,094
Basketball						
Head Var	3,849	4,271	4,504	4,696	4,927	5,118
Head JV	3,079	3,416	3,602	3,756	3,940	4,094
Frosh	2,155	2,393	2,521	2,631	2,759	2,866
Indoor Track-Boys						
Head Var	3,849	4,271	4,504	4,696	4,927	5,118

Swim-Boys						
Head Var	3,849	4,271	4,504	4,696	4,927	5,118
Head JV	3,079	3,416	3,602	3,756	3,940	4,094
Wrestling						
Head Var	3,849	4,271	4,504	4,696	4,927	5,118
Head JV	3,079	3,416	3,602	3,756	3,940	4,094
FAC Mgr	3,079	3,416	3,602	3,756	3,940	4,094
Baseball						
Head Var	3,079	3,416	3,602	3,756	3,940	4,094
Head JV	2,463	2,735	2,881	3,005	3,153	3,276
Lacrosse-Boys						
Head Var	3,079	3,416	3,602	3,756	3,940	4,094
Head JV	2,463	2,735	2,881	3,005	3,153	3,276
Tennis-Boys						
Head Var	3,079	3,416	3,602	3,756	3,940	4,094
Track						
Head Var	3,079	3,416	3,602	3,756	3,940	4,094
Asst	2,463	2,735	2,881	3,005	3,153	3,276
Asst	2,463	2,735	2,881	3,005	3,153	3,276
Asst	2,463	2,735	2,881	3,005	3,153	3,276
Soccer-Boys						
Head Var	2,693	2,989	3,151	3,285	3,448	3,583
Head JV	2,155	2,393	2,521	2,631	2,759	2,866
Cross Country						
Head Var	2,693	2,989	3,151	3,285	3,448	3,583
Head JV	2,155	2,393	2,521	2,631	2,759	2,866
Golf						
Head Var	2,117	2,350	2,477	2,583	2,709	2,815

Bowling							
Head Var	3,849	4,271	4,504	4,696	4,927	5,118	
Volleyball							
Head Var	2,693	2,989	3,151	3,285	3,448	3,583	
Head JV	2,155	2,393	2,521	2,631	2,759	2,866	
Basketball-Girls							
Head Var	3,849	4,271	4,504	4,696	4,927	5,118	
Head JV	3,079	3,416	3,602	3,756	3,940	4,094	
Indoor Track-Girls							
Head Var	3,849	4,271	4,504	4,696	4,927	5,118	
Lacrosse-Girls							
Head Var	3,079	3,416	3,602	3,756	3,940	4,094	
Head JV	2,463	2,735	2,881	3,005	3,153	3,276	
Softball-Girls							
Head Var	3,079	3,416	3,602	3,756	3,940	4,094	
Head JV	2,463	2,735	2,881	3,005	3,153	3,276	
Soccer-Girls							
Head Var	2,693	2,989	3,151	3,285	3,448	3,583	
Head JV	2,155	2,393	2,521	2,631	2,759	2,866	
Swimming-Girls							
Head Var	3,079	3,416	3,602	3,756	3,940	4,094	
Head JV	2,463	2,735	2,881	3,005	3,153	3,276	
Tennis-Girls							
Head Var	2,693	2,989	3,151	3,285	3,448	3,583	
Volleyball-Girls							
Head Var	2,693	2,989	3,151	3,285	3,448	3,583	
Head JV	2,155	2,393	2,521	2,631	2,759	2,866	

Cheerleading						
Football	1,271	1,410	1,486	1,550	1,627	1,691
Basketball	1,616	1,793	1,892	1,972	2,069	2,150

B. Coaching Salary Schedule – Modified Sports*

Step	2008-2011
1	1,358
2	1,443
3	1,528

* Includes the following modified sports: Baseball, basketball, cross-country, football, soccer, softball, swimming, tennis, track, volleyball, and wrestling.

C. Extra Duty Salary Schedules:

No item shall be reimbursed for less than is presently being paid. If activity is not held, there will not be reimbursement. No Co-Advisor shall be assigned to duties on this schedule unless paid.

Whereas the extra duty schedule is negotiated through the Lockport Education Association, these salary duties are to be assigned to Lockport teachers where physically possible.

All unit members being paid on the extra duty schedule will receive their compensation in separate checks in two (2) installments, one (1) in December and one (1) in June. Withholdings from these checks will be the minimum amount.

New clubs, activities or functions may be started at the secondary or elementary level during an existing contract. If said clubs, activities or functions are started, with the approval of the District, it will be paid at the lowest rate found in Appendix B until the expiration date of the contract and then become part of the negotiation process. Said clubs, activities or functions may be started at a higher rate of pay because of unusual circumstances with the approval of the District and the Association.

Extra Duty Salary Schedule 2008-2011

Duty	High	Middle	Elem.
Academic Decathlon	552	---	---
Activity Period Coordinator	---	520	---
African American Studies Club	618	---	---
Amnesty International	520	---	---

Art Assistance Resource	906	640	---
Artworks	618	---	---
Audio Visual	Rel.Time	Rel.Time	427
Brainbowl	---	586	---
Cable TV	---	618	---
CLASS ADVISORS:	---	---	---
For Grades 6-8	---	982	---
Freshman Class	1,000	---	---
Sophomore Class	1,000	---	---
Junior Class	1,000	---	---
Senior Class	1,818	---	---
Computer Club	618	618	618
Dramatics Club Advisor	1,493	1,439	---
Dramatics Club Art Advisor	1,493	618	---
Dramatics Club Choreographer	411	411	---
Education Fair Chair	---	181	---
Foreign Exch. Student Advisor	906	---	---
Foreign Language Club(s)	---	711	---
French	618	---	---
Latin	618	---	---
Spanish	618	---	---
Graduation Coordinator	520	---	---
Graduation Decorations	181	---	---
Health Education Fair Coordinator	---	232	---
Holly Hop Chair	411	---	---
Honor Society	696	427	---
INTRAMURALS:	---	---	---
Fall (7 weeks)	---	640	---
Winter (10 weeks)	---	853	---
Spring (7 weeks)	---	640	---
Key Club	711	---	---
Kindergarten Registration Coordinator	---	---	618
Literary Magazine Co-Editor	520	520	---
Magazine Campaign Advisor	1,000	---	---
Moving Up Day Advisor (2 per Middle School)	---	200	---
MUSIC:	---	---	---
Musical Director	1,246	---	---

Musical Instrument Director	1,246	427	---
Instrumental Activities	1,009	1,009	---
Vocal Activities Advisor	1,009	1,009	---
Odyssey of the Mind	586	586	586
Open House Coordinator	520	---	---
Parents as Reading Partners	---	---	520
Photography Advisor	552	696	---
Printing Advisor	---	600	---
Recycling Coordinator	464	348	232
SADD	711	---	---
Safety Patrol	---	---	1,045
School Newspaper Advisor	959	1,173	---
School Newspaper Typist Advisor	586	---	---
School Publications	618	618	---
Senior Awards Coordinator	520	---	---
Sports Promotion Advisor	1,818	---	---
Stage Crew Coordinator	1,547	---	---
Start Now	---	520	---
Student Council Advisor	1,225	1,183	1,045
Technology Support	427	427	427
*Ticket Sales Manager	372	---	---
TV Production Advisor	618	618	618
Volunteers Coordinator	---	---	411
Wilderness Club	411	---	---
WLVL Academic Team	586	---	---
Yearbook Business Manager	959	---	---
Yearbook Editorial Advisor	1,547	959	---
Yearbook Layout/Photo Advisor	2,400	---	---

*Indicates the position also receives a per event amount as shown below.

In the event that no one accepts the assignment of an activity listed above, or if the duty is not being performed, the position will not be funded.

Extra Event Schedule 2008-2011

Responsibilities for out-of-school activities (non-curricular, dances, field trips, athletic contests, education fairs, elementary art, band, vocal performances, paper drives and storytelling contest judging held every other year) -- sixty-three dollars (\$63) per event, per person

Unit members, required by the District to attend more than one (1) open house, will receive this stipend for the second and all succeeding open houses -- sixty-three dollars (\$63) per event, per person.

Any school or summer hours for physical examinations or other requested nurse-related duties shall be reimbursed at the rate of fifteen dollars and fifty-five cents (\$15.55) per hour.

Any child study team meetings held before or after the normal work day will be compensated at the rate of eighteen dollars and ninety-three cents (\$18.93) per hour per person.

APPENDIX C
Staff Absence Report Forms
LOCKPORT CITY SCHOOL DISTRICT
Staff Absence Report

Lockport Education Association – Except COTAs and Teaching Assistants

This form is to be completed by the LEA unit member immediately following days of absence from the workplace as described in the negotiated LEA contract. Please print all information clearly.

Name _____ School _____

Date(s) of Absence _____

A. No deduction from credited sick leave shall be made for the following (please check):

- _____ Professional Service (prior approval of the Superintendent required)
 - _____ Professional Conference
 - _____ Curriculum Development
 - _____ Visiting Days
 - _____ Association Business
- _____ Jury Duty
- _____ Military Service
- _____ Bereavement: *Up to 5 days allowed for death of an immediate family member, father, mother, brother, sister, corresponding in-laws, or of a more distant relative if a member of the unit member's household.
 *Up to 4 days allowed for death of a grandparent, grandchild, aunt or uncle. (Any additional bereavement days shall be deducted from sick leave – section B below - upon prior approval of the Superintendent.)
- _____ Other (Specify reason e.g. CSE meeting, grade level planning, kindergarten screening)

B. Deduction from credited sick leave shall be made for the following (please check):

- _____ Employee Illness
- _____ Family Illness (Serious illness of a member of the family including husband, wife, son, daughter, father, mother, brother, sister, or anyone who has acted in such capacity, or corresponding in-laws, or a more distant relative if a member

of the employee's household.) Use of accumulated sick leave for family illness beyond ten days per year shall only be permitted with the approval of the Superintendent.

_____ Personal Days (Three per year are allowed and shall be used to transact or attend to legal, business or family matters that would normally be conducted during the workday.)

_____ Paternity

_____ Maternity Disability (Physician's certification required)

_____ Quarantine

_____ Supplemental Bereavement (Days needed in addition to those outlined in Section A above – prior approval of the Superintendent is required)

C. Departure time if you left during the school day: _____

This report must be filed with the LEA member's supervisor immediately upon returning to duty, or sooner, if absence is foreseeable.

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

APPROVE

DISAPPROVE

Original: Personnel

Copies: Employee
Building

LOCKPORT CITY SCHOOL DISTRICT
Staff Absence Report

Certified Occupational Therapy Assistant (COTA)

This form is to be completed by the COTA immediately following days of absence from the workplace as described in the negotiated Memorandum of Agreement. Please print all information clearly.

Name _____ School _____

Date(s) of Absence _____

A. No deduction from credited sick leave shall be made for the following (please check):

- _____ **Jury Duty**
_____ **Professional Conference**

B. Deduction from credited sick leave shall be made for the following (please check):

- _____ **Employee Illness** (If the period of absence will probably exceed ten consecutive days, the employee shall notify the Superintendent sixty days in advance of the first anticipated date of absence, or as soon as possible.)
_____ **Family Illness** (Includes illness of husband, wife, son, daughter, father, mother, brother, sister, or anyone who has acted in such capacity, or corresponding in-laws, or a more distant relative if a member of the employee's household.) Maximum use is two days per year.
_____ **Personal Days** (May be used for leave of a personal nature that cannot be conducted at any time other than during the employee's work hours.) Such leave may be used for legal matters, religious, marriage or educational pursuits and will not be approved without 24 hours advance notice to the employee's immediate supervisor, except in emergency. Personal days may only be taken before or after a holiday with prior approval of the Superintendent.
_____ **Bereavement** Up to two days per year is allowed for death of immediate family, father, mother, brother, sister, corresponding in-laws, or of a more distant relative if a member of the unit member's household, grandparent, grandchild, aunt or uncle.

C. Departure time (if you left during the school day): _____

This report must be filed with the principal or supervisor immediately upon returning to duty, or sooner, if absence is foreseeable.

Employee's Signature _____ Date _____

Principal's/Supervisor's Signature _____ Date _____
 APPROVE DISAPPROVE

Original: Personnel
Copies: Employee
Building

LOCKPORT CITY SCHOOL DISTRICT
Staff Absence Report

Teaching Assistant

This form is to be completed by the Teaching Assistant immediately following absence from the workplace. Please print all information clearly.

Name _____ School _____

Date(s) of Absence _____

A. No deduction from credited sick leave shall be made for the following (please check):

_____ **Jury Duty**

_____ **Bereavement** *Up to 5 days allowed for death of immediate family, father, mother, brother, sister, corresponding in-laws, or of a more distant relative if a member of the unit member's household.
*Up to 4 days allowed for death of a grandparent, grandchild, aunt or uncle. (Any additional days shall be deducted from sick leave – section A above - upon prior approval of the Superintendent)

_____ **Professional Conference**

B. Deduction from credited sick leave shall be made for the following (please check):

_____ **Employee Illness** (If the period of absence will probably exceed ten consecutive days, the employee shall notify the Superintendent sixty days in advance of the first anticipated date of absence, or as soon as possible.)

_____ **Family Illness** (Includes illness of husband, wife, son, daughter, father, mother, brother, sister, or anyone who has acted in such capacity, or corresponding in-laws, or a more distant relative if a member of the employee's household.) Use of accumulated sick leave for family illness beyond ten (10) days per year shall only be permitted with the approval of the Superintendent.

_____ **Personal Days** (To be used for leave of a personal nature that cannot be conducted at any time other than during the employee's work hours.) Such leave may be used for legal matters, religious, marriage or educational pursuits and will not be approved without 24 hours advance notice to the employee's immediate supervisor, except in emergency. Personal days may only be taken before or after a holiday with prior approval of the Superintendent.

_____ **Supplemental Bereavement** (Additional days – prior approval of the Superintendent required)

C. Departure time (if you left during the school day): _____

This report must be filed with the principal or supervisor immediately upon returning to duty, or sooner, if the absence is foreseeable.

Employee's Signature _____ Date _____

Principal's/Supervisor's Signature _____ Date _____

APPROVE

DISAPPROVE

Original: Personnel

Copies: Employee

Building

APPENDIX D
Sick Leave Statement

The District will furnish each unit member along with the first paycheck each school year a tabulation of the following:

- (1) Closing balance of sick days from the previous school year
- (2) Sick bank deduction (if applicable)
- (3) Days absent during 20_____ through 20_____
- (4) Annual allotment of sick days
- (5) Opening balance for current school year

APPENDIX E
Employee Grievance Form

Directions: To be completed by the Grievant and the LEA Building Representative

Distribution: Immediate Supervisor
Employee
LEA Grievance Chair

Nature of Grievance (Step 1b) (Additional sheets may be attached if needed).

Date Submitted _____
Employee(s) Signature _____
Employee(s) Position _____

DISPOSITION BY IMMEDIATE SUPERVISOR
(Step 1b)

Date Submitted _____
Supervisor's Signature _____
Supervisor's Position _____
Grievance Settled: _____ (Initials) Date _____
Referred to Next Step: _____ (Initials) Date _____
Complete Form in Duplicate (Additional sheets may be attached if needed).
Distribution: Original – Immediate Supervisor
Copy – Employee

APPEAL TO SUPERINTENDENT
(Step 2a)

Date Submitted _____
Employee(s) Signature _____
Employee(s) Position _____

DISPOSITION BY SUPERINTENDENT OF SCHOOLS
(Step 2b)

Date Submitted _____
Superintendent's Signature _____
Grievance Settled: _____ (Initials) Date _____
Referred to Next Step: _____ (Initials) Date _____

DISPOSITION BY ARBITRATOR
(Step 3)

Date Submitted _____
Signature _____
Position _____

APPENDIX F
Sick Bank Membership Form

I, _____,
wish to become a member of the Sick Leave Bank and hereby authorize the District to deduct sick leave days from my personal accumulation and credit them to the Bank in accordance with Article XI, Section C(2).

Signature

Date

APPENDIX G
Memoranda of Agreement

All MOAs that have not expired because of circumstance or date shall be placed in the contract. Said MOAs shall be agreed to by the Superintendent of Schools and the Lockport Education Association President.

APPENDIX H
MEMORANDUM OF AGREEMENT
Middle School Schedule Committee

The parties acknowledge that Article III, (Q) of the 1995-1998 Agreement requires modification to effectively utilize the available facilities. A committee shall be appointed (not to exceed 12 members) by the Superintendent and the LEA President. Fifty percent of the committee membership shall be chosen to represent each middle school. The Superintendent and the LEA President shall each select three members to represent each middle school.

The committee shall make recommendations to the Superintendent and the LEA President and may include different recommendations for each middle school.

The Superintendent and the LEA President shall thereafter negotiate in good faith to reach agreement that will be reduced to writing and executed by the parties.

Ida R. Quade
President
Lockport Education Association
Dated: January 26, 2000

Christine A. Neal
Superintendent
Lockport City School District
Dated: January 26, 2000