



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

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

Title: **Liverpool Central School District and United Liverpool Faculty Association (2006)**

Employer Name: **Liverpool Central School District**

Union: **United Liverpool Faculty Association**

Local:

Effective Date: **07/01/2006**

Expiration Date: **06/30/2009**

PERB ID Number: **5482**

Unit Size:

Number of Pages: **80**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA | 5482

**Collective Bargaining Agreement**

by and between the

**Superintendent of Schools**

**Liverpool Central School District**

and the

**United Liverpool Faculty Association**

**July 1, 2006 - June 30, 2009**

## TABLE OF CONTENTS

<b>ARTICLES</b>		<b>PAGE</b>
ARTICLE I	Agreement/Recognition and Fair Practice	1
ARTICLE II	Definitions	1
ARTICLE III	Compensation	2
ARTICLE IV	Paid Leave of Absence	3
ARTICLE V	Sabbatical Leave	7
ARTICLE VI	Professional Development Grants	8
ARTICLE VII	Leave of Absence Without Pay	9
ARTICLE VIII	Grievance Procedure	12
ARTICLE IX	Supervision	16
ARTICLE X	Working Conditions	22
ARTICLE XI	Curriculum Development	28
ARTICLE XII	Association Rights	29
ARTICLE XIII	Medical Examination	30
ARTICLE XIV	Insurance	30
ARTICLE XV	District Retirement Plan - Teachers	33
ARTICLE XVI	District Retirement Plan-School Nurses/Therapists	34
ARTICLE XVII	District Retirement Incentive Plan	34
ARTICLE XVIII	Academic Focus Program	36
ARTICLE XIX	Miscellaneous	37
	• Matters Not Covered	37
	• Mileage Allowance	37
	• Reimbursements	37
	• Labor-Management Committee	38
	• Non-Resident Tuition Waiver	38
	• Payroll Deductions	38
ARTICLE XX	Term	39
ARTICLE XXI	Entire Agreement	39
 <b>APPENDICES</b>		
APPENDIX I	Teachers' Salary Schedules	40
APPENDIX II	School Psychologists' Salary Schedules	45
APPENDIX III	School Nurses' Salary Schedule	47
APPENDIX IV	Guidance Counselors' Schedule	48
APPENDIX V	Coaches' Salary Schedule	49
APPENDIX VI	Academic Transition Program	52
APPENDIX VII	Clubs & Organizations Advisors	52
APPENDIX VIII	Summer School Teachers' Salary Schedule	55
APPENDIX IX	Department Chairpersons	56
APPENDIX X	Certified Athletic Trainer	57
APPENDIX XI	Non-Elective Employer Contribution	58

---

<b><u>EXHIBITS</u></b>		<b><u>PAGE</u></b>
EXHIBIT A	Joint Code of	60
EXHIBIT B	Work Year	61
EXHIBIT C	Attendance Transmittal Form	63
EXHIBIT D	Grievance	64
EXHIBIT E	Classroom Observation	65
EXHIBIT F	Supervisory Report	67
EXHIBIT G	Self-Directed Professional Plan	68
EXHIBIT H	Staff Development Plan	70
EXHIBIT I	Mentor Program Form	71
EXHIBIT J	Performance Appraisal - Non-Instructional	72
EXHIBIT K	Notice of Election to Retire	74

# AGREEMENT

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

## ARTICLE I

### RECOGNITION AND FAIR PRACTICE

- §1.1 This Association is the exclusive bargaining agent for all New York State certified Teachers employed by the District and generally known as Classroom Teachers, ("Classroom" including regular classrooms, laboratories, gymnasiums, auditoriums, studios, libraries, special classrooms, etc.) and, in addition, School Psychologists and Guidance Counselors employed by the District ("Teachers"), School Nurses, all Regular Substitute Teachers hired for 21 or more consecutive work days in one authorized position and all Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants ("Therapists"). All other personnel employed by the District are excluded.
- §1.2 This Association and the District agree to be guided by the Joint Code of Ethics of the New York State Teachers Association and the New York State School Boards Association attached hereto as Exhibit A.

## ARTICLE II

### DEFINITIONS

- §2.1 **Administration** shall include all supervisory employees of the District. (The term "Immediate Supervisor" when used in the Agreement, shall refer to a member of the Administration).
- §2.2 **Board** shall mean the Board of Education of the District.
- §2.3 **Superintendent** shall mean the Superintendent of Schools or his designated representative.
- §2.4 **Full-Time Teacher** shall be any Teacher who is regularly scheduled to be employed on not less than a thirty-five hour per week basis.
- §2.5 **Regular Substitute Teacher** shall be a substitute teacher hired for 21 or more consecutive work days in one authorized position.
- §2.6 **School Nurse** shall be a School Nurse who is regularly employed on not less than a forty (40) hour per week basis.
- §2.7 **Building Representative** shall mean the official representative of the Association in each building.
- §2.8 **Fiscal Year** shall be the period July 1 through June 30.
- §2.9 **School Year** shall be the period September 1 through June 30.
- §2.10 **Teacher and School Nurse Work Year** shall be that set forth in Exhibit B attached hereto.

## ARTICLE III

### COMPENSATION

- §3.1 Compensation of Teachers, Regular Substitute Teachers and School Nurses shall be in accordance with the schedules attached hereto and made part of this Agreement as Appendices I-XI.
- §3.2 The District shall have the right to pay a Teacher, Regular Substitute Teacher or School Nurse at a rate higher than set forth in said Schedules.
- §3.3 Teachers and Regular Substitute Teachers employed from outside the District shall begin at a step consistent with their prior service in accordance with the following:
- 3.3.1 Step for step credit will be granted for each year of prior teaching experience up to a maximum of ten years. For such outside-District service in excess of ten years, one additional year of credit will be given for each two years, with a maximum aggregate allowance under this sub-section of 14 years.
- 3.3.2 Step credit shall be granted for military service on a basis of one year's step credit for each year of military service up to two years of such service. Any step credit beyond the said two years shall be granted solely at the discretion of the Administration. This section shall not apply to Teachers or Regular Substitute Teachers appointed subsequent to November 1, 1979.
- 3.3.3 A Teacher or Regular Substitute Teacher hired on or after July 1, 1975, who does not have either thirty (30) graduate hours of academic preparation beyond the Bachelor's degree or a Master's degree or a Permanent Certificate in the area of the major duty assignment will be limited to movement on the Bachelor's schedule (Column A) to a maximum of five (5) steps beyond the step on which the Teacher or Regular Substitute Teacher was hired. Thereafter, the Teacher or Regular Substitute Teacher will no longer receive step movement until completion of thirty (30) graduate hours beyond the Bachelor's degree or the acquisition of a Master's degree. Once the additional graduate preparation is completed, the Teacher or Regular Substitute Teacher will resume step movement from the point movement ceased.
- §3.4 Upon appointment, step-for-step salary credit will be granted to School Nurses for each year of prior school nurse experience.
- §3.5 For the of 2006-09 agreement, Therapists shall be awarded annual salary increases equal to the total percentage increase awarded to Teachers, Regular Substitute Teachers and School Nurses.
- 3.5.1 For the 2006-09 agreement, Therapists and Certified Occupational Therapy Assistants (COTA's) with seven (7) or more years continuous service in the District shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.
- |                 |                 |                 |
|-----------------|-----------------|-----------------|
| 2006-07 - \$500 | 2007-08 - \$520 | 2008-09 - \$548 |
|-----------------|-----------------|-----------------|
- 3.5.2 For the 2006-09 agreement, Therapists and Certified Occupational Therapy Assistants (COTA's) with fourteen (14) or more years continuous service in the District shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.
- |                 |                 |                 |
|-----------------|-----------------|-----------------|
| 2006-07 - \$650 | 2007-08 - \$676 | 2008-09 - \$702 |
|-----------------|-----------------|-----------------|

3.5.3 For the 2006-09 agreement, Therapists and Certified Occupational Therapy Assistants (COTA's) with twenty-one (21) or more years continuous service in the District shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2006-07 - \$800

2007-08 - \$832

2008-09 - \$865

§3.6 The District shall give first opportunity to qualified Teachers in the Teachers bargaining unit for such additional employment as may be made available by the District in the areas covered by this Agreement which are normal extensions of the teaching process. The determination as to qualification shall be made by the District.

§ 3.7 A bargaining unit member who held a position covered by Appendix V (Coaching) in the athletic season for a particular sport immediately preceding the effective date of retirement shall be considered a qualified Teacher and allowed to continue in that coaching position for a period of up to three (3) years following retirement.

**§3.8 Direct Deposit**

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

## ARTICLE IV

### PAID LEAVE OF ABSENCE

**§4.1 Sick Leave**

4.1.1 Sick leave shall be considered leave due to illness and/or quarantine of a Teacher, Regular Substitute Teacher, School Nurse or Therapist for illness of a person in the Teacher, Regular Substitute Teacher, School Nurse, Therapist's immediate family requiring the presence of the Teacher, Regular Substitute Teacher, School Nurse or Therapist; or death in the Teacher, Regular Substitute Teacher, School Nurse or Therapist's immediate family or household.

4.1.2 Full-time Teachers, Regular Substitute Teachers, School Nurses and Therapists will earn one and one-half days of sick leave for each month of employment without loss of pay (total days per year not to exceed 15 for 10-month employees, 16-1/2 for 11-month employees, and 18 for 12-month employees).

4.1.3 On the effective date of employment, each Teacher, Regular Substitute Teacher, School Nurse and Therapist will be credited with the equivalent of one and one-half days sick leave for each month of anticipated active employment during the first year in the District. Thereafter, the equivalent of one and one-half days sick leave per month of anticipated employment will be granted to each Teacher, Regular Substitute Teacher, School Nurse and Therapist at the beginning of the School Year.

4.1.4 Unused sick leave in any given year shall accrue to a Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's credit up to a maximum of 220 such days. Where there is a break in service in excess of one calendar year between Regular Substitute Teacher appointments, there will be no restoration of accumulated sick leave.

- 4.1.5 The District reserves the right to request a physician's certificate to justify use of the sick leave privilege. The certificate will be requested before the sick leave terminates. It will normally be provided by the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's own physician; however, if the District requires an examination by a school-designated physician, the provisions of Article XIII, Medical Examination, would become applicable.
- 4.1.6 A Teacher, Regular Substitute Teacher, School Nurse and Therapist who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned in accordance with §4.1 will have the difference (based on a per diem rate of annual salary) deducted from final pay.
- 4.1.7 A Teacher, Regular Substitute Teacher, School Nurse or Therapist who is unable to perform duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in Article IV of this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave if so entitled.
- 4.1.8 Ten days of accumulated sick leave may be used each year for death or illness in the immediate family or household.

#### §4.2 **Sick Leave Bank**

A sick leave bank (the "Bank") is established to provide additional sick leave pay to Teachers, Regular Substitute Teachers, School Nurses and Therapists whose personal sick leave accumulation becomes exhausted.

- 4.2.1 **Committee:** A Committee to consist of three persons appointed by the President of the United Liverpool Faculty Association and two persons appointed by the Superintendent of Schools (the "Committee") will oversee the Bank including approval of requests for use of sick leave bank credits. The vote of a majority of the entire Committee is required to conduct Committee business. Where a conflict of interest is perceived, the ULFA President or the Superintendent of Schools will, on an ad hoc basis, replace a challenged Committee member at the request of the other.
- 4.2.2 **Enrollment:** Teachers, Regular Substitute Teachers, School Nurses and Therapists will be offered an opportunity to enroll in the Bank by executing an enrollment application and authorizing the contribution of a day of their sick leave accumulation to the Bank. Thereafter, membership in the Bank shall be continuous until affirmatively rescinded in writing. Contributions to the Bank will be automatic at the determination of the Committee when the Bank balance falls to 50 days. Teachers, Regular Substitute Teachers, School Nurses and Therapists who choose to discontinue their participation in the Bank will not be eligible for restoration of the contributions they have made to the Bank.
- 4.2.3 **Entitlement:** Teachers, Regular Substitute Teachers, School Nurses and Therapists who are enrolled in the Bank prior to the onset of disability leave and whose personal sick leave accumulation becomes exhausted may petition the Committee at the ULFA office for Bank credits. The Committee will review the request and, at the discretion of the Committee, will review a statement from the applicant's physician verifying disability. Further verification of disability may be required by the District at the District's expense. There may be a 5-day delay between exhaustion of personal sick leave and the onset of Bank entitlement. Commencing the sixth day exclusive of Saturday and Sundays following depletion of the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's personal sick leave accumulation the Committee shall award sufficient Bank credits to maintain the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's regular salary rate for the period of anticipated disability not to exceed the conclusion of the current school year or the maximums stipulated below. Should the disability persist longer than originally anticipated, 20-day renewals of sick Bank credit may be awarded by the Committee.



- 4.2.4 **Maximum Entitlement:** The maximum Bank credit to which a Teacher, Regular Substitute Teacher, School Nurse or Therapist shall be entitled is 90 days in any school year, not to exceed a career maximum of 360.
- 4.2.5 **Waiver of 5-day Delay:** Where a Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's actual sick leave accumulation at the onset of disability is 75% or more of the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's maximum possible accumulation the five day delay would be waived. For example: a Teacher, Regular Substitute Teacher, School Nurse or Therapist in the tenth year of service has been credited with 150 days sick leave. The 75% threshold represents 112.5 days. If such a Teacher, Regular Substitute Teacher, School Nurse or Therapist had 112.5 days or more at the onset of disability and exhausted the entire accumulation the five day delay would be waived. Where there are recurrences of a condition leading to a disability, whether the five day delay was originally imposed or waived, the delay would be waived.
- 4.2.6 **Unused Credits:** Upon return to service, unused Bank credits are returned to the Bank. Teachers, Regular Substitute Teachers, School Nurses or Therapists with no sick leave accumulation will be awarded paid sick leave of one and one-half days per month for the duration of the current year from the Bank. This award is non-cumulative. Where the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's annual maximum of 90 days or career maximum of 360 days Bank credit has been exhausted, the District will advance sick leave credit in accordance with current policy GCBDA Sick Leave Extension.
- 4.2.7 **Appeals:** In the event an applicant for sick leave credit challenges the decision of the Committee, an appeal will be heard by a tripartite panel consisting of one person selected by the applicant, one person selected by the United Liverpool Faculty Association and one person selected by the District. The decision of a majority of the panel shall be binding.

#### §4.3 **Professional Conference Attendance**

- 4.3.1 A Teacher, Regular Substitute Teacher, Therapist or School Nurse may, with the prior approval of the appropriate administrative official, attend workshops, seminars, conferences, or other professional improvement sessions. The Board of Education encourages such attendance and will pay the registration fees and substitute teacher costs, to a maximum of \$250 per person, per year, incurred by Teachers, Regular Sub Teachers and School Nurses. Mileage, lodging and meals are excluded. Effective July 1, 2007, the maximum reimbursement will be \$350 per person.
- 4.3.2 A Teacher, Regular Substitute Teacher, Therapist or School Nurse may, with the approval as stated above, attend such professional improvement sessions at his/her own expense.
- 4.3.3 The District will pay each Teacher's, Regular Substitute Teacher's, Therapist's or School Nurse's salary while absent in connection with attendance at such sessions and will also pay all substitutes' salaries necessitated.
- 4.3.4 Effective with the 2003-04 Fiscal Year, the District will provide a total of one hundred and twenty five thousand dollars (\$125,000) to fund Teachers', Regular Substitute Teachers', and School Nurses' attendance at workshops, seminars, conferences, or other professional improvement sessions. This funding will be in addition to any grant funds that may become available to the District. Effective July 1, 2007, the amount will increase to \$175,000.
- 4.3.5 The President of the United Liverpool Faculty Association and the Superintendent of Schools, or their designees, shall establish procedures under which Teachers, Regular Substitute Teachers, Therapists and School Nurses may have access to the funding provided under 4.3.4.

4.3.6 The conference money will be distributed to the buildings for use by the unit members and those requesting approval for the funds will be considered on a first come first served basis. No person shall be granted more than one allotment of building conference money until all building members have had the chance to apply for a portion of this money. If by March 1 the building has conference funds available, then unit members who have already attended a conference in that school year may apply for and receive additional funds.

#### **§4.4 Jury Duty**

4.4.1 A Teacher, Regular Substitute Teacher, School Nurse or Therapist required to serve on jury duty on a regular school day shall receive for each day thereof his/her regular salary less any compensation received for such jury service.

4.4.2 Expense allowances received in connection with jury service shall not be construed as compensation.

#### **§4.5 Emergency or Personal Business Leave**

4.5.1 Full-time Teachers, Regular Substitute Teachers, School Nurses or Therapist shall be given 5 working days per school year with pay for emergency or personal reasons as set forth on the Attendance Transmittal form attached hereto as Exhibit C.

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

4.5.3 Any unused portion of the leave granted by this section shall accumulate to the Teacher's, Regular Substitute Teacher's School Nurse's or Therapist's sick leave credit at the end of any School Year in accordance with §4.1.4.

4.5.4 The Attendance Transmittal Form shall be completed whenever possible prior to each of the five (5) personal days.

4.5.5 Effective with the 1992-93 school year, if personal leave is necessary beyond the five (5) working days given per year for illness or death in the immediate family, Teachers, Regular Substitute Teachers, School Nurses and Therapists will be allowed three additional paid days per year from their available sick leave upon approval of the Superintendent.

4.5.6 Should any differences arise between the Teacher, Regular Substitute Teacher, School Nurse or Therapist and his/her Immediate Supervisor regarding the correct interpretation of this section, either party may consult the Director of Human Resources

#### **§4.6 Visiting Days**

Visiting days may be permitted with the consent of the Principal during the School Year if within the approved budget allocations.

#### **§4.7 Other Absences**

Absences for reasons other than those stated above will result in loss of pay unless otherwise determined by action of the Board upon written request to both the Building Principal and the Superintendent.

## ARTICLE V

### SABBATICAL LEAVE

#### §5.1 Purpose

The purpose of a sabbatical leave shall be to improve the competency of a Teacher covered by this Agreement for service to the District.

#### §5.2 Application

Request for sabbatical leave shall be submitted in writing by the Teacher to his/her Building Principal on or before April 1 of the School Year preceding the school year in which the leave will be taken. The request should explain fully the specific purpose of the leave.

#### §5.3 Qualifications

5.3.1 **Service:** The Teacher must have completed by the time the leave commences at least seven (7) years service in the District.

5.3.2 **Academic:** The Teacher must possess at least permanent certification.

#### 5.3.3 **Suitability of Projects or Programs and Minimal Requirements:**

- (i) Projects or programs pursued under sponsorship of a recognized bonafide foundation or agency will be considered as suitable subject to §5.1 above and approval of the Superintendent. If such projects or programs are pursued at a recognized college or university there will normally be an expectation, subject to reduction at the discretion of the Superintendent of Schools, of a minimum of twelve (12) credit hours.
- (ii) Decision as to suitability of projects and programs not sponsored as above set forth shall rest solely with the administration and shall be on the basis of consultation with the Teacher concerned, and institution, if any, where the work is to be carried on, and other qualified authorities in the proper field.
- (iii) Academic study for the purpose of completion of advanced degree work at a recognized college or university shall be deemed suitable. There will normally be an expectation, subject to reduction at the discretion of the Superintendent of Schools, of the equivalent of twelve (12) graduate credit hours, including appropriate credit hour consideration for completion of masters or doctoral thesis papers or projects at a recognized college or university.
- (iv) Travel approved by the Superintendent shall be deemed suitable. Applications for sabbaticals based primarily on travel will include a detailed itinerary of travel plans during the sabbatical period with an accompanying discussion of how visitations, collection of materials, interviews, and experiences will relate to the Teacher's regular assignment.
- (v) At the completion of a sabbatical granted under this provision, the Teacher will submit either a written report or an oral report to the Board of Education detailing the purposes of the sabbatical, the goals that were achieved, and the way in which the sabbatical experience can be used in carrying out the Teacher's regular assignment along with a transcript or grade report of any credit earned.

§5.4 **Limitations**

5.4.1 No sabbatical leave shall be granted within 5 years of the completion of any previous sabbatical leave granted to the Teacher.

5.4.2 **Number of Leaves**

Effective for the 2001-2002 School Year the number of sabbatical leaves granted annually to qualified Teachers shall be a total of eight (8), seven (7) typical and one (1) for the ULFA President. Effective for the 2007-08 school year, the number of sabbatical leaves granted annually to qualified Teachers shall be a total of six (6); five (5) typical and one (1) for the ULFA President.

5.4.3 Teachers who request sabbatical leave for the first time shall be given preference over those who have previously exercised this right.

5.4.4 If a sabbatical leave award is to be determined on criteria other than seniority, a committee consisting of three persons appointed by the Superintendent of Schools and three persons appointed by the President of the United Liverpool Faculty Association shall be convened. The awarding of such a sabbatical leave must be approved by a vote of at least four of the members of the Committee.

§5.5 **Stipend**

Sabbatical leave may be granted for either a half year or a full year. A Teacher on sabbatical leave shall receive one-half his/her regular annual compensation, whether the leave is for a half year or a full year. Compensation will be in accordance with normal pay procedure.

§5.6 **Guarantee of Continued Services**

5.6.1 The recipient of a sabbatical leave must agree to remain in the employ of the District for at least one School Year following his/her return from leave. Effective with the 2007-08 School Year, the recipient of a sabbatical leave must agree to remain in the employ of the District for at least two (2) School Years following his/her return from leave.

5.6.2 The recipient of a leave must agree, as a condition of accepting leave, that voluntary resignation prior to the expiration of the period carries with it the obligation of repayment of a prorated portion of the stipend as follows:

- (i) Immediately following leave - 100%
- (ii) Less than one School Year - a prorated portion thereof.

§5.7 **Service**

A period of sabbatical leave shall be counted as time worked for the purpose of determining a Teacher's placement on the appropriate step of the basic schedule.

**ARTICLE VI**

**PROFESSIONAL DEVELOPMENT GRANTS**

Effective July 1, 1995, the District will provide a total of fifty thousand dollars (\$50,000) annually to fund the Professional Development Grant program.

**§6.1 Purpose**

The purpose of the Professional Development Grant program shall be to help provide professional development opportunities during the summer recess to enrich Teachers in their certified fields of work.

**§6.2 Eligibility**

To be eligible to receive funds through the Professional Development Grant program, Teachers must be tenured in the Liverpool Central Schools.

**§6.3 Funding of Grant Proposals**

Grants to fund proposals for professional development activities shall be awarded by the Professional Development Grant Program Committee in an amount not to exceed two thousand five hundred dollars (\$2,500) for any individual grant request.

**§6.4 Professional Development Grant Program Committee**

6.4.1 A Committee to consist of two persons appointed by the Superintendent of Schools and three persons appointed by the President of the United Liverpool Faculty Association shall meet by October 1, 1994, to develop the operational details of the Professional Development Grant Program, including the basic rules and procedures governing the approval and funding of grant proposals.

6.4.2 The Committee shall publish the basic rules and procedures governing the operation of the Professional Development Grant Program to all eligible Teachers by January 1, 1995, including the deadlines and procedures for application and the method under which requests for funding will be considered for approval.

**ARTICLE VII**

**LEAVE OF ABSENCE WITHOUT PAY**

**§7.1 Parental Leave - Teachers and Therapists**

7.1.1 A leave of absence without pay shall be granted by the District to a Teacher or Therapist for the purpose of childbearing and/or child rearing for a period not to exceed two (2) years.

7.1.2 A Teacher or Therapist shall give thirty (30) days advance notice to the District in writing for such a leave unless emergency conditions warrant otherwise. In cases of adoption, such leave shall commence upon adoption.

7.1.3 The effective date for a Teacher's or Therapist's return from such a leave of absence shall be at the beginning of the semester unless the District, Teacher or Therapist and the Association mutually agree otherwise. The Association shall not have the power to veto such an agreement.

7.1.4 A Teacher, Regular Substitute Teacher or Therapist who is pregnant may continue in active employment as late into pregnancy as is desired.

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

**§7.2 Parental Leave - School Nurses**

- 7.2.1 A leave of absence without pay shall be granted by the District to a School Nurse for the purpose of childbearing and/or child rearing for a period not to exceed two (2) years.
- 7.2.2 A School Nurse shall give thirty (30) days advance notice to the District in writing for such a leave unless emergency conditions warrant otherwise. In case of adoption, such leave shall commence upon adoption.
- 7.2.3 A School Nurse who is pregnant may continue in active employment as late into pregnancy as is desired.
- 7.2.4 A School Nurse who is unable to perform duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in §4.1 of this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave.

**§7.3 Peace Corps, Vista, Job Corps, Teacher Corps**

- 7.3.1 Leave of absence without pay shall include teaching in such public organizations as the above with a 2-year limit, with the stipulation that such leave of absence be granted only to a Teacher on tenure.
- 7.3.2 A Teacher granted such a leave shall return at not less than the Salary Step he would have reached had he stayed in the District.

**§7.4 Exchange Teaching**

Any Teacher may apply for participation in the teacher exchange program such as the Educational Exchange Program of the United States Department of Health, Education and Welfare or the United States Office of Education. The determination of how many and which Teachers shall participate in such programs shall rest with the Superintendent. A Teacher's tenure, when participating in such a program, shall operate as it does when a Teacher takes Military Leave.

**§7.5 Academic Leave**

- 7.5.1 Academic leave shall be leave without pay for purposes identical with those governing Sabbatical Leave (Article V).
- 7.5.2 Preliminary requests for Academic Leave shall be submitted by April 1 with final requests due by May 1.
- 7.5.3 Academic leave may be recommended by the Superintendent, regardless of the term of previous service by the applicant, and is subject to approval of the Board of Education.

**§7.6 Other Leave Without pay- School Nurse, Therapist**

- 7.6.1 A leave of absence without pay, not to exceed one year, may be granted to a School Nurse or Therapist by the Board of Education upon the recommendation of the Superintendent of Schools.
- 7.6.2 A School Nurse or Therapist shall give reasonable written notice to the District that such a leave is requested.
- 7.6.3 In the event the length of leave of absence needs to be altered, the date of return will be mutually agreed upon between the Superintendent of Schools and the School Nurse or Therapist.

- 7.6.4 Leaves of Absence Without Pay for thirty (30) days or less may be granted upon the approval of the immediate administrator/supervisor and the Superintendent of Schools. Longer leaves of absence must be approved by the Board of Education.
- 7.6.5 Fringe benefits will not be available during any leaves of absence without pay. Upon return from such leave of absence, salary and fringe benefits shall be restored.
- 7.6.6 School Nurses or Therapists will continue to gain service credit for salary, seniority, sick leave and personal leave purposes for any one leave of absence which is approved for thirty (30) days or less.
- 7.6.7 Service credit for salary, seniority, sick leave and personal leave purposes will not accrue for employees on leave of absence which exceed thirty (30) days. The length of leave will be measured from its effective date of commencement.

**§7.7 Special Two-Year Leave of Absence**

Upon written application from a Teacher, a maximum of a two-year leave of absence shall be granted under the rules and procedures listed below to Teachers who are within two years of retirement. The Teacher must be eligible to retire before the end of the second year of the leave of absence (the Teacher is vested in the NYSTRS and will be 55 by the end of or during the second year of the leave of absence).

- 7.7.1 Unless otherwise approved by the Superintendent of Schools, leaves of this kind will begin with the start of the fall school semester and will end on the day the Teacher becomes 55 years old.
- 7.7.2 The District will initially grant a one-year leave of absence without pay. During this leave, the District will continue its share of health insurance benefits in the same way they would for any Teacher on a one-year unpaid leave of absence.
- 7.7.3 By May 1 of the one-year unpaid leave of absence, when Teachers on regular leave of absence have to notify the District of their intent to return to their positions, the Teacher on this special leave of absence will, upon request, be granted a second consecutive unpaid leave of absence upon submission of an irrevocable letter of intent to retire when he/she reaches the age of 55. This 55<sup>th</sup> birthday must be on or before June 30 of the school year in which the second consecutive unpaid leave of absence takes place. This second consecutive unpaid leave of absence will end on the day the Teacher becomes 55 years old. At this May 1 notification date, the Teacher may alternatively notify the District that he/she will return to teaching in the District in the upcoming school year.
- 7.7.4 For the duration of the second consecutive unpaid leave of absence, the Teacher on leave will pay the full amount of health/dental insurance premiums in accordance with procedures in operation in the school district.
- 7.7.5 Upon retirement at age 55, the Teacher will retire with the same retiree health insurance benefits and premium costs he/she would have been granted if he/she had, in fact, worked for the final two years rather than been on unpaid leave of absence. This is assuming that the Teacher meets the Retiree Insurance "service requirement" stipulated in §14.5 of the collective bargaining agreement prior to the beginning of the first year's leave of absence. Time spent on this special unpaid leave of absence will not count toward the service requirement stipulated in §14.5.

7.7.6 Upon retirement at age 55, the Teacher will be eligible for the available contract provisions if the Teacher otherwise meets the eligibility requirements for these provisions as defined in the Collective Bargaining Agreement. In the case of the retirement incentive option, the final salary to be used in computation will be the final annual salary in effect for that Teacher in the school year the first year's leave of absence commences or, in the case of a leave of absence beginning on or before September 1, the incentive will be computed on the annual salary in effect for that Teacher in the school year immediately prior to the beginning of the first year of this special unpaid leave of absence.

7.7.7 Teachers on this special unpaid leave of absence will be barred from accepting a paid position in either a public or private school system during the leave of absence.

**§7.8 Salary Schedule Placement Upon Return**

A Teacher, School Nurse or Therapist returning from an unpaid leave, who has worked a semester or more in the School Year the leave began, shall be entitled to movement to the next step on the Salary Schedule. If return is in the same School Year, no such movement will take place that year.

**§7.9 Maximum Unpaid Leave Entitlement**

A Teacher shall not be entitled to aggregate more than four School Years of unpaid leave of absence in any period of ten consecutive School Years.

7.9.1 Teachers last employed prior to July 1, 1978 shall begin their ten consecutive year periods on July 1, 1978.

7.9.2 Teachers on unpaid leave of absence prior to September 1, 1978 shall begin their ten consecutive year periods on the date of their return to active service.

7.9.3 Teachers employed subsequent to July 1, 1978 shall begin their ten consecutive year periods on their effective date of employment.

**§7.10 Notice of Intent to Return**

Teachers, School Nurses and Therapists on leave of absence without pay will notify the District two (2) months prior to the expiration of the leave of their intent to return, or not return, to duty except where said leave terminates during July or August. In such cases, Teachers and School Nurses and Therapists will notify the District of their intent not later than the preceding May 1.

## **A R T I C L E V I I I**

### **G R I E V A N C E P R O C E D U R E**

**§8.1 Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its Teachers, Regular Substitute Teachers, School Nurses and Therapists is essential to the operation of the schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of Teachers, Regular Substitute Teachers, School Nurses and Therapists through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its Teachers, Regular Substitute Teachers, School Nurses and Therapists are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.



## §8.2 Definitions

- 8.2.1 **Grievance** shall mean any claimed violation, misinterpretation, misapplication, or improper application of the terms and conditions of this Agreement.
- 8.2.2 **Supervisor** shall mean any Principal, Associate Principal, Assistant Principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged Grievance arises except for the chief executive officer.
- 8.2.3 **Superintendent** shall mean the Superintendent of Schools or other person appointed to act on his behalf.
- 8.2.4 **Grievant** shall mean any person or group of persons in the negotiating unit filing a Grievance.
- 8.2.5 **Party in Interest** shall mean the Grievance Committee of the Association and any party named in a Grievance who is not the Grievant.
- 8.2.6 **Grievance Committee** is the committee created and constituted by the United Liverpool Faculty Association.
- 8.2.7 **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on Grievances hereunder.

## §8.3 Procedures

- 8.3.1 All Grievances shall include the name and position of the Grievant, the identity of the provision of law, this Agreement, policies, etc., involved in the said Grievance, the time when and the place where the alleged events or conditions constituting the Grievance existed, the identity of the party responsible for causing the said events or conditions if known to the Grievant and a general statement of the nature of the Grievance and the redress sought by the aggrieved party.
- 8.3.2 Except for informal decisions at Stage 1 (i), all decisions shall be rendered in writing at each step of the Grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the Grievant and the Association.
- 8.3.3 If a Grievance affects a group of Grievants and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 8.3.4 The preparation and processing of Grievances, insofar as practicable, shall be conducted during the hours of employment, avoiding interruption of classroom activity and avoiding involvement of students in any phase of the grievance procedure.
- 8.3.5 The District and the Association agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications and records concerning the Grievance.
- 8.3.6 Except as otherwise provided in §8.5.1 (i) and §8.5.1 (ii) a Grievant and any Party In Interest shall have the right at all stages of a Grievance to confront and cross-examine all witnesses on his own behalf.
- 8.3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by either party or any other participant in the grievance procedure or any other person by reason of such Grievance or participation therein.

- 8.3.8 The form for filing Grievances is annexed to this Agreement as Exhibit D. Forms for serving notices, taking appeals and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 8.3.9 All documents, communications and records dealing with the processing of a Grievance shall be filed separately from the personnel files of Grievant. No documents, communications or records dealing with the processing of a Grievance shall be filed in the personnel files of any participant.
- 8.3.10 Nothing contained herein will be construed as limiting the right of any Grievant having a Grievance to discuss the matter informally with any appropriate member of the Administration and having the Grievance informally adjusted without intervention of the Association. In the event that any Grievance is adjusted without formal determination pursuant to this provision, while such adjustment shall be binding upon the Grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 8.3.11 If any provision of this grievance procedure or any application thereof to any Grievant or group of Grievants in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 8.3.12 The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written Grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (i) and all written decisions at all stages. Official minutes, if requested by either party, shall be kept of all proceedings at Stage 4 with expenses thereof shared by Board and Association. A copy of such minutes shall be made available to the parties promptly after the conclusion of hearings at Stage 4. The official Grievance Record shall be available for inspection and/or copying by the Grievant, the Grievance Committee and the Board, but shall not be deemed a public record.
- 8.3.13 The existence of the procedure hereby established shall not be deemed to require any Teacher, Regular Substitute Teacher or School Nurse or Therapist to pursue the remedies here provided and shall not in any manner impair or limit the right of any Grievant to pursue any other remedies available in any other form provided, however, that should a Grievant choose to submit a Grievance to arbitration, that Grievant shall be precluded thereafter from initiating an alternative course of action with the New York State Public Employee Relations Board or the Commissioner of Education if the matter is the same as that submitted to arbitration.

#### **§8.4 Time Limits**

- 8.4.1 Since it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 8.4.2 No written Grievance will be entertained as described below, §8.5.1 (ii), and such Grievance will be deemed waived unless written Grievance is forwarded at the first available stage within thirty (30) school days after the Grievant knew of the act or condition on which the Grievance is based.
- 8.4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the Grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

- 8.4.4 Failure, at any stage of the grievance procedure to communicate a decision to the Grievant, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 8.4.5 In the event a Grievance is filed on or after June 1, every effort shall be made to settle the Grievance by June 30.

## §8.5 **Stages**

### 8.5.1 **Stage 1 - Supervisor**

- (i) A Grievant having a Grievance will discuss it with his/her Supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all Parties In Interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such Party In Interest with whom consultation has been had without the Grievant or his/her representative present.
- (ii) If the Grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) school days after the written Grievance is presented to him/her, the Supervisor shall, without any further consultation with the Grievant or any Party In Interest, render a decision therein, in writing, and present it to the Grievant, his/her representative, and the Association.

### 8.5.2 **Stage 2 - Superintendent**

- (i) If the Grievant initiating the Grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the Grievant shall within five school days present the Grievance to the Association's Grievance Committee for its consideration, and the Association shall notify the District.
- (ii) If the Grievance Committee determines that the Grievant has a meritorious Grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within ten (10) school days after the Grievant has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (iii) Within five (5) school days after receipt of the appeal, the Superintendent shall either hold a hearing with the Grievant and the Grievance Committee or its representatives and all other Parties In Interest or notify the Grievant and the Grievance Committee in writing that he elects not to hold such hearing. If the Superintendent so elects not to hold the hearing, his notification to that effect shall constitute a decision denying the Grievance.
- (iv) If a hearing on the matter is held, the Superintendent shall render a decision in writing to the Grievant, the Grievance Committee and its representative, within five (5) school days after the conclusion of the hearing.

### 8.5.3 **Stage 3 - Board of Education**

- (i) If the Grievant and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board within ten (10) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Superintendent shall be available for the use of the Board.

- (ii) Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the Grievance. The hearing shall be conducted in executive session.
- (iii) Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision in writing on the Grievance.

#### 8.5.4 **Stage 4 - Arbitration**

(i) After such hearing, if the Grievant and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the Grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the Grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage 3. Arbitration hereunder shall be pursuant to the Voluntary Arbitration Rules and the American Arbitration Association.

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

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

- (iii) The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- (iv) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement.
- (v) The decision of the arbitrator shall be final and binding upon all parties.
- (vi) The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

## ARTICLE IX

### SUPERVISION

#### §9.1 **Personnel File**

9.1.1 The official personnel file for each Teacher, Regular Substitute Teacher, School Nurse and Therapist shall be maintained by the District Human Resources Office. A duplicate of this file shall be retained by the Immediate Supervisor.

9.1.2 Said personnel file shall contain records, reports, recommendations, and correspondence between the Teacher, Regular Substitute Teacher, School Nurse or Therapist and the District subsequent to employment. One copy of said records, reports, recommendations and correspondence shall be distributed to each of the following: (1) Teacher, Regular Substitute Teacher, School Nurse; or Therapist (2) Supervisor; (3) District Human Resources Office.

- 9.1.3 A Teacher, Regular Substitute Teacher, School Nurse or Therapist may inspect such personnel file upon request and make copies of any material found therein at a cost not to exceed \$.10 a page.
- 9.1.4 Pre-employment and confidential information shall not be considered part of such personnel file.
- 9.1.5 No complaint shall be placed in the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's file without his/her knowledge and an opportunity to make a written statement of explanation to be attached.

## §9.2 **Evaluation**

- 9.2.1 The purpose of having Teacher, Regular Substitute Teacher, School Nurse and Therapist Evaluation is to help them improve their skills and to compile adequate information to validate decisions concerning continuation or termination of employment in the District.
- 9.2.2 Every Teacher, Regular Substitute Teacher, School Nurse and Therapist upon employment or upon change of assignment shall be furnished with a list of Duties and Responsibilities.
- 9.2.3 Reports pertaining to Teachers and Regular Substitute Teachers shall be of three types:
  - (i) **Classroom Observation Report** - This shall be written, yet informal in nature, and used primarily as a basis for counseling with Teachers and Regular Substitute Teachers and in the development of Supervisory Reports.
    - a. Each of the two classroom observations required for the Supervisory Reports for Probationary Teachers shall be preceded by pre-observation conferences. The purpose of the pre-observation conferences shall be for the Teacher and the Supervisor to discuss issues related to the Teacher's class(es).
    - b. Observation reports shall include issues discussed at the pre-observation conferences.
    - c. A post-observation conference for Probationary Teachers will be held at the time the observation report is submitted to the Teacher for the purpose of reviewing the lesson, the observation report, and the issues discussed at the pre-observation conference.
    - d. Nothing herein shall be construed to prohibit additional unannounced classroom observations of Probationary Teachers which will not require pre-observation or post-observation conferences.
  - (ii) **Supervisory Reports** - These are reasonably comprehensive in nature and are based on first-hand classroom observations as well as the Teacher's or Regular Substitute Teacher's general performance in carrying out his duties and responsibilities. Statements contained in these reports shall point out strengths and weaknesses, if any, and if necessary, offer suggestions for improvement. These reports shall be based on not less than two (2) first-hand classroom observations which shall cover a major portion of a lesson being observed.

- a. The Supervisory Report shall be submitted to the Teacher or Regular Substitute Teacher and at that time a meeting will be scheduled to discuss the Report. The Teacher or Regular Substitute Teacher shall then initial the report to indicate that it has been read. The Teacher or Regular Substitute Teacher will then have the right to submit a written personal statement relative to the contents of the report.
- b. Supervisory reports shall be submitted by the Immediate Supervisor to the Superintendent and to the Teacher or Regular Substitute Teacher on the following schedule:

**Regular Substitute Teacher** - Where a Regular Substitute Teacher is appointed to serve for one (1) semester or more, such Regular Substitute Teacher shall receive a Supervisory Report on or before January 15th or May 1st.

**Probationary Teachers** - on or before December 15th and April 15th. (At these times, the Teacher will be informed if his/her performance is not satisfactory for continued employment.)

**Tenure Teachers** - no less often than one classroom observation each year on or before May 1 and no fewer than one Supervisory report issued every two years on or before May 15.

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

- (iii) **Tenure Recommendation Reports** - These are confidential in nature. The statements contained in them shall reflect the overall performance of the Teacher. Unless there are extenuating circumstances, the statements should be consistent with those contained in Classroom Observation Reports and Supervisory Reports.

9.2.4 The School Nurse or Therapist Supervisory/Evaluation Report shall be comprehensive in nature and based on first-hand observations as well as the School Nurse's and Therapist's general performance in carrying out assigned duties and responsibilities. Statements contained in these reports shall point out strengths and weaknesses, if any, and if necessary offer suggestions for improvement. The Report shall be discussed with the School Nurse or Therapist. The School Nurse or Therapist shall then initial the Report to indicate that it has been read. The School Nurse or Therapist will then have the right to submit a written personal statement relative to the contents of the Report. The Report shall be written and submitted to the School Nurse or Therapist on or before March 15th of each school year.

9.2.5 Each School Nurse or Therapist who is to be terminated for any reason shall be provided with at least two (2) weeks notice of such termination. No permanent School Nurse or Therapist (one who has completed the probationary period) shall be dismissed from employment with the District except for "Just Cause".

9.2.6 Suggestions, with reference to changes of the form and content of supervisory and evaluation reports as well as the procedure by which they will be administered, will be solicited from the Association Executive Committee. Copies of the Classroom Observation Report forms are attached hereto as Exhibits E and F, respectively.

9.2.7 All monitoring or observation of the performance of a Teacher, Regular Substitute Teacher, School Nurse or Therapist shall be conducted openly. No electronic devices will be used for the purpose of evaluation without the express written consent of the Teacher, Regular Substitute Teacher, School Nurse or Therapist and the Building Representative. The Building Representative shall not have the power to veto a consent given by the Teacher, Regular Substitute Teacher, School Nurse or Therapist.

9.2.8 Each of the two observations required for the Supervisory Report under sub-section 9.2.3 (ii) of this Article shall be followed within ten school days by a personal conference between the observer and Teacher or Regular Substitute Teacher for the purpose of reviewing the written report.

9.2.9 Any Classroom Observation Report or Supervisory Report which indicates that a Teacher or Regular Substitute Teacher has a need to improve skills will be accompanied by written suggestions intended to assist the Teacher or Regular Substitute Teacher in improvement of performance.

### §9.3 Professional Development Options for Tenured Teachers

9.3.1 Tenured Teachers may opt on an annual basis to waive their right under 9.2.3 to a Classroom Observation Report and to a Supervisory Report by selecting, with the approval of their Immediate Supervisor, one of the following Professional Development options.

#### **Option 1: Self-Directed Professional Development Plan**

- (i) Under this option, a tenured Teacher will develop a plan for individual professional growth and will work independently or in collaboration with others in achieving the goals of the plan. The plan may focus on improved instruction, mentoring, planning, classroom management, or curriculum/ course development in direct support of personal, grade level, department, school, or district goals.
- (ii) By October 1 of each school year, a tenured Teacher who wishes to exercise this option will submit an Option I Proposal Form (Exhibit G) to his or her Supervisor which will include:
  - the specific goal(s) of the self-directed plan
  - the action plan the Teacher intends to implement in working toward the stated goal(s)
  - the personal, grade level, department, school, or district goal(s) the plan addresses
  - the anticipated outcomes
  - the expected completion date
- (iii) By October 15, the Supervisor will determine if the proposal will be approved and will return the approved proposal to the tenured Teacher or will schedule a meeting with the Teacher to discuss the reasons for non-approval.
- (iv) After approval, the Teacher will work independently or in collaboration with others to implement the Professional Development Plan.
- (v) On or before May 1 of the plan year, the Teacher will complete the summary portion of the Professional Development Form (Exhibit G) which will include:
  - a summary of actions taken to implement the plan
  - reflection on the project or plan
- (vi) On or before June 1 of the plan year, the Teacher and Immediate Supervisor will meet to discuss the self-directed professional experience.
- (vii) The completed Option I Proposal Form will be placed in the Teacher's permanent personnel file as a record of that year's Professional Development Plan.

### **Option II: Staff Development Plan**

- (i) Under this option, a tenured Teacher will participate in a staff development plan by selecting and attending three two-hour workshops from a list of offerings to be held within the school year. Attendance at the three two-hour workshops in fulfillment of this option shall be without compensation.
- (ii) At the beginning of each school year, the LCS Office of Human Resources will make available the list of in-service courses and workshops to be offered that school year. Such a list shall include the title and the date and time each will be offered.
- (iii) By October 1, a tenured Teacher who wishes to exercise this option will submit an Option II Proposal Form (Exhibit H) to his or her Supervisor which will include the titles, dates, and times of the three workshops the Teacher will attend. At this time, the Supervisor will determine whether or not the Teacher can exercise this option.
- (iv) By October 5, the Supervisor will return the approved staff development proposal to the tenured Teacher or will schedule a meeting with the Teacher to discuss the reasons for non-approval. A copy of the approval proposal will be immediately forwarded by the Supervisor to the Staff Development Coordinator so that workshop placements can be made in a timely fashion.
- (v) On or before May 15 of the plan year, the Teacher will complete the summary portion of the Staff Development Form (Exhibit H) which will include:
  - a listing of workshops/in-service courses attended
  - reflection on the staff development experience
- (vi) On or before June 1 of the plan year, the Teacher and Immediate Supervisor will meet to discuss the staff development experience.
- (vii) The completed Option II Proposal Form will be placed in the Teacher's permanent personnel file as a record of that year's Staff Development Plan.

### **Option III: Mentor Program**

- (i) Under this option, a tenured Teacher with five or more years of teaching experience can elect to participate in the Mentor Program
- (ii) By June 1 of the School Year preceding that in which the mentorship is to occur, the tenured Teacher will submit the Mentor Program Form (Exhibit I) to his or her Supervisor.
- (iii) By June 10, the Supervisor will determine if the mentorship will be approved and will return the approved form to the tenured Teacher or will schedule a meeting with the Teacher to discuss the reasons for non-approval.
- (iv) Approved Mentors agree to serve as a Mentor for one School Year. In the event that an approved Mentor is not matched with a Mentee, they agree to serve for the School Year as a resource to Mentees within their building/department, sharing or demonstrating best practices in teaching.
- (v) Approved Mentors agree to attend a two day paid training program in late August. Future training requirements for the Mentor Program will be determined annually by the Mentor Program Steering Committee.



- (vi) On or before June 1 of the mentorship year, approved Mentors will complete the Reflection of Experience portion of the Mentor Program Form, Exhibit I.
- (vii) The completed Exhibit I will be placed in the Teacher's permanent personnel file as a record of that year's Professional Development Plan.
- (viii) As part of the commitment to Mentees, Mentors will also be entitled to the substitute costs for two release days during the school year. These days may be used at the discretion of Mentors and are intended to allow time for Mentors to perform his/her own professional responsibilities outside of the mentoring role, including visitations, conferences, classroom planning, etc.

9.3.2 Tenured Teachers' participation in Professional Development Options under 9.3 shall be voluntary and at the initiative of the Teacher on an annual basis. If agreement cannot be reached between both the Teacher and the Supervisor on the details of the Professional Development Option proposal, the Teacher will be observed and evaluated under 9.2.3 of this section.

9.3.3 Where a Teacher is working on an approved Professional Development Option in a given year, the Teacher will not receive a Classroom Observation Report or a Supervisory Report for that year.

#### 9.4 **Probationary Teachers**

9.4.1 Each Probationary Teacher who is not to be reemployed for the following School Year must be so notified by May 1st of the current year.

Such notification shall not be required in situations involving an abolition of positions covered by Section 2510 of the Educational Law.

Further, both parties recognize the importance of and will work towards prompt notification of those Teachers whose positions have been formally abolished by the Board of Education. Towards this end, the parties, through their designated representatives, will meet to establish appropriate parameters.

9.4.2 No later than four (4) months before the end of the probationary period, the District shall notify the Teacher in writing if said Teacher is not to be recommended for tenure appointment.

#### §9.5 **Decision for Continued Employment**

The decision for continued employment of Teachers, Regular Substitute Teachers, School Nurses and Therapists will be consistent with the facts.

#### §9.6 **Performance of Duties**

If a Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's performance of duties is unsatisfactory but correctable, the District shall, prior to taking disciplinary action, inform the Teacher, Regular Substitute Teacher, School Nurse or Therapist in writing, of the nature of the dissatisfaction and the suggested corrective action.

#### §9.7 **Final Interview**

9.7.1 Any Teacher, Regular Substitute Teacher, School Nurse or Therapist whose employment is terminated, for any reason, by the Teacher, Regular Substitute Teacher, School Nurse or Therapist or the District may, upon request, obtain a final interview with the Building Administrator and/or the Superintendent.

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

**§9.8 School Nurse and Therapist Layoff and Recall**

9.8.1 School Nurses and Therapists will be laid off in accordance with their seniority as a School Nurse or Therapist with the least senior School Nurse or Therapist to be laid off first. The order of layoff shall be in accordance with the following employment status:

Temporary	First
Probationary	
Permanent	Last

9.8.2 Seniority shall be defined as the length of continuous, uninterrupted employment as a School Nurse and/or Therapist measured from the effective date of employment as a School Nurse and/or Therapist. Unpaid leave will not be considered interrupted employment. However, time spent on unpaid leave of absence shall not be credited to seniority. Part-time employment shall be credited on a prorated basis of full-time employment.

9.8.3 A School Nurse or Therapist who is laid off will be placed on a preferred eligible list and entitled to recall to a permanent part-time, full-time or temporary vacancy in order of seniority with the most senior School Nurse or Therapist to be recalled first. Preferred list status shall expire four years from the effective date of layoff. School Nurses or Therapists who decline to accept a recall to a permanent full-time vacancy will lose their preferred eligible list rights and such declination will be deemed a resignation of employment effective the date of declination.

**ARTICLE X**

**WORKING CONDITIONS**

**§10.1 Emergency School Closing**

10.1.1 The District will use its best effort to give notice of emergency school closings to the Syracuse radio stations by 6:30 a.m.

10.1.2 On days when school is closed for emergency reasons, Teachers, Regular Substitute Teachers. School Nurses or Therapists will not be expected to report for work except on a voluntary basis. However, if conditions under which schools were closed improve, they are encouraged to report to their respective buildings and carry on such activities as planning, record keeping, organizing materials and housekeeping chores.

10.1.3 Where excessive snow days or other emergency closings cause a reduction in pupil days below the State required 180, it is understood that Teachers, Regular Substitutes and School Nurses will work the necessary number of extra days scheduled for pupils during vacation periods without additional compensation. The question as to which days shall be "made up" shall be determined by the District after notice to the staff. The Association shall have the right to consult with the District on the rescheduling of the days.

**§10.2 Class Size**

The District will endeavor to achieve an average class size of approximately 25 pupils.

### **§10.3 Promotional Positions and Voluntary Lateral Transfers**

- 10.3.1 All permanent openings for teaching and school nurse and therapist positions within the District and for administrative and supervisory positions shall be posted in conspicuous locations in each school, the Administrative Office and the Educational Communications Center for ten (10) days prior to the filling by the Board of Education of such opening(s) on a permanent basis. All qualified Teachers, Regular Substitute Teachers and School Nurses and Therapists shall be given an adequate opportunity to make application for such positions. An endeavor will be made to extend the courtesy of an interview to them.
- 10.3.2 Where less than 30 days notice of vacancy is received by the District, the requirement to post the notice of vacancy is waived.
- 10.3.3 Incumbent Regular Substitute Teachers who hold the appropriate certificate and who make proper application will be considered for teaching vacancies. The District retains the unfettered discretion to make hiring determinations.

### **§10.4 Teacher's School Day**

- 10.4.1 The Teacher's and Regular Substitute Teacher's school day shall normally begin 30 minutes before the children's school day and extend 15 minutes beyond the children's dismissal time. The Teacher's and Regular Substitute Teacher's normal day shall be 7-1/4 hours inclusive except as otherwise scheduled at the reasonable discretion of the Administration.
- 10.4.2 Effective July 1, 1993, the elementary Teacher's day shall include within the 7-1/4 hour school day a 35 minute meeting period free of instructional or supervisory duties prior to the arrival of the children in the morning. This meeting period shall be in addition to the "uninterrupted daily preparation period" cited in Section 10.9.1 of this agreement.
- 10.4.3 This 35 minute meeting time will normally be used for grade level team planning meetings, cross grade level planning meetings, meetings with special area teachers and special education teachers, child study team meetings, meetings with school or district counselors, social workers, or psychologists, building council meetings, meetings with helping teachers, meetings with other school or district personnel, and other meetings deemed necessary by the teacher.

### **§10.5 School Nurse's Work Day**

The School Nurse work day shall normally be 8 hours, inclusive of a 30-minute daily lunch period. Attendance at building staff meetings related to student health services, departmental meetings, and kindergarten registration nights, when requested, is considered to be part of the normal work day of School Nurses and is not subject to additional compensation.

Work beyond the Nurses' normal work day shall be compensated at the Nurses' straight hourly wage based on the following formula:

$$\text{Hourly Rate} = \frac{\text{Nurse's Annual Salary Rate}}{1600 \text{ Hours}}$$

### **§10.6 Therapist Work Day**

The Therapist work day shall normally be 7.25 hours, inclusive of a 30-minute lunch period.

### **§10.7 Teacher, Regular Substitute Teacher, School Nurse and Therapist Facilities**

The Board shall make available in each school one room which shall be used as a faculty lounge.

§10.8 **Teacher Assignment, Transfer and Reduction of Staff**

- 10.8.1 Teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- 10.8.2 Any Teacher who will be affected by change of grade level assignment in the elementary schools or change of subject area in the secondary grades will be notified and consulted by the Principal as soon as practicable and under normal circumstances before the end of the School Year. Such changes will be voluntary as far as possible.
- 10.8.3 In the event that within the system it becomes necessary to transfer Teachers from one building to another, or from one tenure area to another within the building, the following procedure will be followed:
- (i) The District shall seek volunteers for such transfers from within the building affected.
    - a. An affected building is one in which Teacher transfers are necessary because a need to reduce staffing cannot be accommodated by normal staff attrition.
    - b. A volunteer can only be a Teacher in an affected building.
      - 1) For the purposes of implementing the language of this section, all Teachers assigned to a building to be closed shall be referred to as volunteers with the understanding that said Teachers are being involuntarily transferred.
      - 2) Any volunteer can withdraw his/her volunteer status and elect to remain in his/her current building.
  - (ii) Those Teachers who request transfer will be given first preference for the open position.
    - a. **Open Position**
      - 1) Any new position(s) in the building(s) that did not exist at that grade level in that building(s) during the prior school year and any additional position(s) in a building that did not exist in that building(s) during the prior school year.
      - 2) Any vacancy in a building that is not an "affected" building caused by retirement, death, resignation, termination, abandonment of a position, or layoff (excessing) that occurs in the last three (3) months of the school year or during the summer prior to the implementation of the selection procedure and that will be filled by a permanent appointment in the following school year.

If a "vacancy", as defined, occurs in an "affected" building, that vacancy shall be utilized to reduce the number of least senior Teachers and/or volunteers eligible to be transferred.
      - 3) An open position is not a position that is encumbered by a Teacher who is on an approved leave of absence.

- 4) Before any positions are declared to be open positions, the District, by June 1st, shall determine its staffing requirements for each building based upon the requirements to fill the positions presently in each building in each grade level and project the requirements within the same grade levels for the forthcoming school year.
- a) If there are fewer K-6 positions within an elementary building with no corresponding reduction in staff, then the provisions of 10.8.3 of the collective bargaining agreement shall apply.
  - b) If there are fewer subject area positions in a middle school with no corresponding reduction in staff, then the provisions of 10.8.3 of the collective bargaining agreement shall apply.
  - c) If there are fewer subject area positions in the high school houses with no corresponding reduction in staff, then the provisions of 10.8.3 of the collective bargaining agreement shall apply.
  - d) If there are the same number of K-6 positions in an elementary building, albeit at different grade levels, the building principal shall make adjustments with existing building staff in accordance with 10.8.2 of the collective bargaining agreement and the respective tenure rights of Teachers.
  - e) If there is the same number of positions in each subject area in the middle school, the building principal shall make adjustments with existing building staff in accordance with 10.8.2 of the collective bargaining agreement and the respective tenure rights of Teachers.
  - f) If the same number of positions exist in each subject area in the high school houses, the executive principal of the high school shall make adjustments with existing building staff in accordance with 10.8.2 of the collective bargaining agreement and the respective tenure rights of Teachers.
  - g) If there are more K-6 positions within an elementary school, then:
    - 1) If it is necessary to transfer Teachers from one building to another, the provisions of 10.8.3 of the collective bargaining agreement as set forth herein will apply; or
    - 2) If it is not necessary to transfer Teachers from one building to another, then the provisions of §10.3 of the collective bargaining agreement shall apply.
  - h) If there are more subject area positions at the middle school, the provisions of §10.3 of the collective bargaining agreement as set forth herein shall apply.
  - i) If there are more subject area positions in the high school houses, then:

- 1) If it is necessary to transfer Teachers from one building to another, the provisions of 10.8.3 of the collective bargaining agreement shall apply; or
- 2) If it is not necessary to transfer Teachers from one building to another, the provisions of §10.3 shall apply.

b. **Teachers Who Request Transfer**

- 1) If there are new teaching positions assigned to a building and there are Teacher(s) in the existing buildings who would have to be involuntarily transferred due to a more senior Teacher on a previously approved leave of absence, such new position transferred into the building shall be designated as "encumbered" by a person on a leave of absence and the Teachers who would have been placed involuntarily in the pool shall be permitted to remain in his/her building.
- (iii) If there are more requests for transfer than there are open positions, those Teachers with the greatest seniority within the system will be given first preference.
- a. Seniority within the system shall mean the total continuous District service in a position covered by this collective bargaining agreement, as shown by the Board of Education minutes. Such service shall include all Regular Substitute Teaching Service.
    - 1) Unpaid leaves of absences shall not be included in the computation of such service, but such unpaid leaves of absences shall not constitute a "break" in continuous service.
    - 2) Paid leaves of absence, including sabbatical leaves, shall be included in the computation of total continuous District service, at full credit, and shall not constitute a "break" in service.
    - 3) Service rendered for the District in any position not covered by this collective bargaining agreement, even if rendered while on an approved or "de facto" leave of absence from a permanent teaching position, shall be treated as an unpaid leave of absence.
- (iv) If there are not enough requests for transfer to meet the District's needs, the Teacher with the least seniority in the tenure area(s) at the elementary level or the Teacher with the least seniority in the subject area at the secondary level in the building affected will be the one transferred.
- a. Tenure area at the elementary level shall be:
    - 1) all K-6 Teachers whose actual employment began prior to June 30, 1966, and
    - 2) all K-5 Teachers whose actual employment began after September 1, 1966, and
    - 3) all K-6 Teachers whose actual appointment date by the Board of Education was on or after May 13, 1975, and
    - 4) special subject tenure areas, and
    - 5) middle school tenured Teachers assigned to 6th level positions.

- b. Least seniority in the tenure area at the elementary level shall be determined as follows:
    - 1) for teaching positions requiring elementary certification, the appropriate tenure area from which such determination shall be made shall be those set forth in (iv) a.1), a.2), a.3), and a.5) above.
    - 2) for teaching positions in the special subject areas, the tenure areas shall be the appropriate special subject tenure area.
  - c. Seniority in the tenure area at the elementary level shall be defined as the total amount of system-wide seniority (as defined above) less any service in another tenure area in the District. For purposes of determining the least senior Teacher in the elementary tenure area, Teacher(s) who were on an approved leave shall be considered as a part of that building and shall, if necessary, have their seniority entered into the selection procedure accordingly.
  - d. At the Secondary level, the "affected buildings" as defined in 10.8.3.(i)a. above shall be the particular middle school, the Grade 10-12 high school, or the Grade 9 high school.
  - e. Subject area shall be the appropriate academic area (mathematics, science, English, social studies, foreign language) or the appropriate special subject area as outlined in §30.8 of the Rules of the Board of Regents in which the Teacher spends the majority of his/her time.
  - f. Seniority in the subject area at the secondary level shall be defined as the total amount of system-wide seniority (as defined above) less any service in another subject area in this District, provided, however, that such definition does not violate a Teacher's tenure rights. For purposes of determining the least senior Teacher in a subject area in a secondary school, Teacher(s) who were on an approved leave shall be considered as part of that building and/or subject area and shall, if necessary, have their seniority entered into the selection procedure accordingly.
  - g. The number of Teachers who will be subject to involuntary transfer shall be ascertained by first determining the number of affected Teaching positions in the affected building (or the subject area in the affected building) and subtracting therefrom the number of Teachers who voluntarily elect to transfer.
- (v) **Building Closing.** In the event of a building closing, all Teachers being involuntarily transferred, whether assigned to the building to be closed or another, shall be permitted to make their selection of an open position based upon their system-wide service as defined above.
- (vi) Special subject area Teachers are also entitled to all of the rights, benefits and privileges provided above.

10.8.4 Probationary and tenured Teachers excessed pursuant to Section 2510 of the Education Law, shall, in addition to any and all rights provided by that Section, be entitled to be placed upon a preferred eligible list of candidates for appointments to a Regular Substitute Teaching position that then exists or that may thereafter occur without reduction in salary or increment. The persons on such preferred list shall be appointed to such Regular Substitute Teaching positions in the order of their length of service in the system at any time within six years from the date of abolition or consolidation of their permanent Teaching positions. Furthermore, the District shall not seek to deny any unemployment compensation benefits to which such excessed probationary and tenured Teachers may be entitled.

10.8.5 In the event a Teacher, either voluntarily or involuntarily, transfers to a different tenure area and the Teacher's position in such tenure area is thereafter abolished, such Teacher shall be entitled to return to a position in his or her previous tenure area(s) should a vacancy exist. Such right shall exist for seven (7) years. It is understood that the return to such position will require the commencement of a new probationary appointment which shall also be the commencement of such Teacher's seniority within the tenure area.

This provision shall not be construed to limit an individual Teacher's right to challenge the District's failure to grant tenure and/or seniority credit for prior service within a tenure area in which such Teacher previously served.

#### **§10.9 Teaching Load**

10.9.1 The District will endeavor to arrange the daily class schedule so that each Teacher and Regular Substitute Teacher will usually have an uninterrupted daily preparation period of not less than 30 minutes free of teaching duty.

10.9.2 Teachers, Regular Substitute Teachers and Therapists will be provided a half hour period free of all duty at or near the school lunch time.

#### **§10.10 Individual Education Plans**

Each Special Education Teacher shall be provided one (1) teaching day of paid released time for the purpose of writing Individual Education Plans (IEPs). The day shall normally take place within 30 days prior to scheduled annual review dates.

## **ARTICLE XI**

### **CURRICULUM DEVELOPMENT**

§11.1 It is recognized that the Board has the legal responsibility for, and the ultimate control over the curriculum used in District schools, however, the Association shares with the District concern for curriculum improvement and they will cooperatively endeavor to meet the needs of our growing and changing school populace.

§11.2 Suggestions for curriculum revision may be initiated by Teachers and/or Administrators and are subject to Board approval. Budgeting for and structuring desired curriculum revision remains an integral duty of administration, while responsibility for implementing the revisions in a classroom are the normal responsibility of the Teacher, just as implementation within a building is the normal responsibility of the Administrator.

§11.3 Within budget allocations, the District may establish curriculum area committees (number of members to be determined by Administration) and these committees shall have opportunity to work on curriculum development and major revision during the summer months of each calendar year.



## ARTICLE XII

### ASSOCIATION RIGHTS

- §12.1 The District will provide the Association annually with copies of the current ST-3 financial form within one (1) week of the time each is available at a cost not to exceed ten (10) cents per page.
- §12.2 The District will provide the Association with current updates to the Board policies at no charge to the Association.
- §12.3 The District will provide the Association with an updated list of all employees within the bargaining unit as of October 1st of each year and a current update of that list indicating all changes (additions, deletions, leaves, etc.) that have taken place. This update shall be accomplished through regularly furnishing the Association with copies of Board minutes. The District will also provide the Association with an updated "scattergram" relating to salary schedule placement, etc. as of March 1st of each year.
- §12.4 Six representatives of the bargaining unit selected by the Association shall each be entitled to be released from teaching duties without loss of pay for two School Days per School Year for the purpose of attending NYSUT's annual meeting. A representative selected to attend such meeting shall notify the appropriate Immediate Supervisor not later than one week in advance of the said meeting.
- §12.5 The District agrees to make available, at Association expense, a telephone accessible to the President of the Association or his/her designee at all times during the hours when the school switchboard is open.
- §12.6 All existing Board policies and procedures and practices pertaining to the Association will remain in full force except as modified by this Agreement.
- §12.7 **Association Release Time**
- 12.7.1 The Association President shall be granted annually one (1) of the sabbatical leaves provided in the collective bargaining agreement for Association activities.
- 12.7.2 The Association First Vice-President for Bargaining and Grievances shall be granted annually a sabbatical leave above and beyond those provided in the collective bargaining agreement for Association activities.
- 12.7.3 ULFA will reimburse the District for the salary cost of such release time by paying to the District one-half of the amount provided by appendix I, column A at the step on which the First Vice-President is situated not to exceed step 16. The District shall be responsible for all fringe benefit costs such as retirement, social security, health and dental insurance, etc. that would normally be provided a full-time Teacher.
- 12.7.4 The instructional duties and responsibilities of the Association President and First Vice-President shall consist of one-half of the duties and responsibilities of a regular full time employee in the same instructional position. Specific duties and responsibilities schedules shall be developed annually by the Superintendent of Schools in consultation with the Association President.

## §12.8 **Agency Fee**

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge which shall be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. Agency fee deductions shall not be deducted from non-bargaining unit members who perform "additional employment as may be made available by the District in the areas covered by this Agreement which are normal extensions of the teaching process." (Section 3.6 of the Agreement.)

## **ARTICLE XIII**

### **MEDICAL EXAMINATION**

- §13.1 To safeguard the health of pupils and to determine the physical and mental capacity to perform required duties, the District may require a Teacher, Regular Substitute Teacher, School Nurse or Therapist to submit to a prescribed medical examination at any time.
- §13.2 Where the medical examination is performed by the District-designated physician, the District shall pay the entire expense of such an examination. A Teacher, Regular Substitute Teacher, School Nurse or Therapist who chooses to designate the examining physician shall pay the entire cost of the examination.
- §13.3 In the event that the District is not satisfied with the personal physician's report, it may request an examination by its designated physician. If the physicians do not agree on the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's ability or disability to work, the two physicians shall agree upon a third physician. The decision of any two (2) of these shall be binding on both parties.

## **ARTICLE XIV**

### **INSURANCE**

#### **§14.1 Health and Medical Insurance**

- 14.1.1 The District shall continue in effect its presently carried health, major medical and life insurance plans. Effective September 1, 2006, prescription drug co-pays are \$5 for generic drugs and \$10 for brand name drugs. Mail order drugs (90-day supply) are \$10 for generic drugs and \$20 for brand name drugs. Effective December 1, 2006, the co-payments for mail order drugs (90-day supply) are \$5 for generic drugs and \$10 for brand name drugs.
- 14.1.2 The District shall contribute 95% of the premium for each participating Teacher's, Regular Substitute Teacher's, School Nurse's and Therapist's coverage and 90% of the premium for a participant's dependent's coverage. For each participating Teacher, Regular Substitute Teacher, Therapist and School Nurse appointed on or after July 1, 2007, the District shall contribute 85% of the premium for dependent's coverage. The health plan carries a \$100/\$300 deductible.
- 14.1.3 **HMO Premiums.** The District's contribution to Health Maintenance Organization (HMO) premiums shall not exceed the dollar contributions which the District contributes to the basic health and major medical plans.

- 14.1.4 **Pre-admission Testing.** The parties agree that bargaining unit members undergoing surgery at a hospital shall make every effort to have any necessary tests performed prior to the day of surgery on an out-patient basis except where the surgery is emergency in nature or where the physician recommends otherwise.

#### §14.2 **Dental Insurance**

- 14.2.1 For each participating Teacher, Regular Substitute Teacher, School Nurse and Therapist, the District shall contribute 90% of the premium for a participant's coverage in a dental insurance program substantially equal in benefits to the Upstate Administrative Services Reasonable and Customary Plan A (100% Class I, 80% II, 50% Class III) with a maximum payment per calendar year per individual of \$1,500.
- 14.2.2 For each participating Teacher, Regular Substitute Teacher, School Nurse and Therapist, the District shall contribute 80% of the premium for a participant's dependents' coverage in a dental insurance program substantially equal in benefits to the Upstate Administrative Services Reasonable and Customary Plan A (100% Class I, 80% Class II, 50% Class III) with a maximum payment per calendar year per individual of \$1,500.
- 14.2.3 Orthodontia benefits substantially equal in benefits to the Class IV Upstate Administrative Services orthodontia program, shall be added to the dental insurance program for both the employees and dependents at a 60% reimbursement rate, a \$2,000 lifetime maximum per individual, and a \$50 deductible. This maximum shall be over and above the \$1,500 annual maximum for other dental expenses.

#### §14.3 **Leave of Absence Without Pay**

- 14.3.1 Effective July 1, 1983, the District's obligation to contribute to group health and dental insurance premiums for Teachers, Regular Substitute Teachers, School Nurses and Therapists on leave of absence without pay is limited to 12 months of premium costs in any consecutive 24 month period.
- 14.3.2 Effective July 1, 1985, in the case of a bargaining unit member on leave of absence without pay who becomes a full-time employee where he is offered an opportunity to participate in a group health insurance plan, the District shall not be required to pay any part of the member's health insurance during the duration of his/her full-time employment. Such member shall have the right to participate in the District's group health insurance plan, but this participation shall be totally at the member's expense.

#### §14.4 **Interrupted Coverage**

Teachers, Regular Substitute Teachers, School Nurses and Therapists who discontinue individual and/or dependent group health and dental insurance coverage during a period of leave of absence without pay, may have coverage reinstated in accordance with the following:

- 14.4.1 Should a Teacher, Regular Substitute Teacher, School Nurse or Therapist whose coverage has been canceled for failure to remit payments while on leave of absence without pay wish to have coverage reinstated while still on leave of absence, coverage may be reinstated as of the first day of the month coincident with or following the date of receipt of the re-enrollment application.

- 14.4.2 If coverage is canceled for non-payment and not reinstated while the Teacher, Regular Substitute Teacher, School Nurse or Therapist is on leave of absence without pay, coverage may be reinstated upon return to payroll (1) if the Teacher, Regular Substitute Teacher, School Nurse or Therapist's request for reinstatement of coverage is received before the expiration of leave of absence without pay, coverage may be reinstated effective the first day of the month coincident with or next following the date of return to payroll or (2) if the Teacher, Regular Substitute Teacher, School Nurse or Therapist's request for reinstatement of coverage is received on the day of return to payroll or within one month thereafter, coverage may be reinstated as of the first day of the month coincident with or next following the date of request or (3) if the Teacher, Regular Substitute Teacher, School Nurse or Therapist's request for reinstatement of coverage is received more than one month following return to payroll, coverage may be reinstated under the conditions provided for late enrollment.

#### **§14.5 Retiree Insurance**

- 14.5.1 Upon retirement after ten (10) years service to the school district, a Bargaining Unit Member with an effective date of employment prior to January 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.
- 14.5.2 Upon retirement after fifteen (15) years service to the school district, a Bargaining Unit Member with an effective date of employment subsequent to January 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.

#### **§14.6 Flexible Benefit Spending Plan**

Effective September 1, 2006, the District will offer a Section 125 Flexible Benefit Spending Plan for category I, II, III and IV (payroll deduction insurance premium contributions, unreimbursed medical expenses, dependent care and non-payroll deduction insurance premiums). Teachers, Regular Substitute Teachers, Therapists, and School Nurses will participate in all categories of the plan with no annual fee.

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

#### **§14.7 Continued Health Insurance for Surviving Spouses**

- 14.7.1 Surviving spouses and/or dependents of active or retired employees are eligible for twelve (12) months of continued dependent health insurance coverage equal to that which was in force on the date of the death of the employee or retiree.
- 14.7.2 During said 12-month period, the surviving spouse and/or dependent(s) shall pay the employee premium contribution rate in accordance with the terms of the appropriate bargaining agreement.
- 14.7.3 Upon expiration of the 12-month period, the surviving spouse and/or dependent(s) will be eligible for continued health insurance benefits through COBRA.

## ARTICLE XV

### DISTRICT RETIREMENT PLAN - TEACHERS

The District shall offer a retirement pay plan ("District Retirement Plan") having the features set forth hereafter, subject to said Plan's meeting the legal requirements of the Education Law and requirements of the New York State Teacher Retirement Board.

#### §15.1 Eligibility

To be eligible under the District Retirement Plan a Teacher shall be eligible for full benefit under the State plan and shall submit an Irrevocable Letter of Retirement in the form attached hereto as Exhibit H to become effective on the Effective Date.

#### §15.2 Computation of Entitlement

15.2.1 The Eligible Teacher's accumulated and unused Sick Leave Days as of August 31 preceding the Effective Date of Retirement or the end of the month preceding the month in which the Irrevocable Letter of Retirement is received, whichever is less, ("Accumulated Days") shall be multiplied by \$50. The maximum amount of Accumulated Sick Leave Days to be applied for the benefits contained in this Article shall be 200.

15.2.2 Where said Irrevocable Letter of Retirement is received by the District 120 days or more preceding the Effective Date the Teacher shall receive 100% of the Maximum Entitlement. Where 119-90 days notice is received, the Entitlement shall be 10% of the maximum. With less than 90 days notice, there shall be no Entitlement.

15.2.3 A Teacher's Accumulated Days shall be reduced by the number of days consumed in the computation of the Entitlement.

15.2.4 The date of receipt of the Irrevocable Letter of Retirement shall be the date such letter is actually received by the District or three days after the date of postmark, whichever first occurs.

#### §15.3 Payment

Payment shall be in the form of an Employer Non-elective Contribution to the 403(b) account of each covered Bargaining Unit Member eligible for the entitlement herein and in accordance with Appendix XI of this agreement. The Employer shall deposit the contribution no later than fifteen (15) business days following the employee's severance date:

#### §15.4 Restoration of Paid Sick Leave

In the event a Teacher, during his/her final year of service, exhausts his/her final year's paid Sick Leave allocation, he/she may reclaim sick leave days from those used to compute the Entitlement by reducing the Entitlement by the appropriate amount for each day so reclaimed.

#### §15.5 Examples

15.5.1	Effective Date	July 1
	Date of Notice	March 1 (120 days prior to effective date)
	Accumulated Days	200
	Entitlement	$200 \times \$50 \times 100\% = \$10,000$
15.5.2	Effective Date	July 1
	Date of Notice	March 15 (105 days prior to effective date)
	Accumulated Days	75
	Entitlement	$75 \times \$50 \times 10\% = \$375$

## ARTICLE XVI

### DISTRICT RETIREMENT PLAN - SCHOOL NURSES AND THERAPISTS

- §16.1 School Nurses and Therapists shall be afforded benefits in accordance with Section 75i of the New York State Employees Retirement System.
- §16.2 Upon retirement in accordance with the terms of the New York State Employee's Retirement System after ten (10) years of continuous active service in the District since the last date of appointment, School Nurses and Therapists shall be entitled to receive a separation stipend based on the School Nurse's and Therapist's earned and unused sick leave days as of the end of the month preceding the effective date of retirement multiplied by \$50. Effective July 1, 2002 unused sick leave day as of the end of the month preceding the effective date of retirement shall be multiplied by \$100. The maximum amount of Accumulated Sick Leave Days to be applied for benefits contained in this Article shall be 200.
- §16.3 **Payment**
- Payment shall be in the form of an Employer Non-elective Contribution to the 403(b) account of each covered Bargaining Unit Member eligible for the entitlement herein and in accordance with Appendix XI of this agreement. The Employer shall deposit the contribution no later than fifteen (15) business days following the employee's severance date:

## ARTICLE XVII

### DISTRICT RETIREMENT INCENTIVE PLAN

A Retirement Incentive Plan (Incentive Plan) shall be available to all Bargaining Unit Members who reach age 55 while in the employ of the District or who otherwise become eligible for retirement under the rules of their respective Retirement Systems (e.g. Disability Retirement). The incentive plan is forty percent (40%) of the bargaining unit member's final annual salary.

§17.1 **Eligibility Limitations**

- 17.1.1 By December 1 of each Fiscal Year, the District will give written notification to each Bargaining Unit Member who according to District records has attained or will attain age 54 or older during that Fiscal Year and will, therefore, be potentially eligible for this Incentive in the upcoming Fiscal Year.
- 17.1.2 Prior to the end of the Fiscal Year (June 30) during which the Bargaining Unit Member receives such notification, the Member will meet with the District to establish the year of "Full Eligibility" (as defined in 17.2 below) which will be the year of final eligibility for the Incentive Plan. Determination of a Bargaining Unit Member's "Full Eligibility" and year of final eligibility shall be based on the Member's annual statement from his or her retirement system and on the definitions of "Full Eligibility" provided below in 17.2. It is each Member's individual responsibility to verify the District information regarding final year of eligibility for this Incentive. The Member shall contact both the District and the ULFA in writing if there are any disputes regarding "Full Eligibility."
- 17.1.3 Once a Bargaining Unit Member becomes "Fully Eligible" to retire as defined in 17.2, that Member must retire during the Fiscal Year in which he or she becomes "Fully Eligible" or otherwise the Member forfeits the right to this Retirement Incentive. Once this Retirement Incentive is forfeited, the Member will no longer be notified as outlined in 17.1.1 above.

**§17.2 Full Eligibility**

**17.2.1 New York State Teachers Retirement System**

For purposes of this Agreement, "Full Eligibility" shall be considered:

Tier I	Age 55 or older	20 years or more of credited service with the New York State Teachers Retirement System
Tiers II, III, IV	Age 55 or older	30 years or more of credited service with the New York State Teachers Retirement System
Tiers II, III,	Age 62 or older	20 years or more of credited service with the New York State Teachers Retirement System
Tier IV	Age 62 or older	20 years or more of credited service with the New York State Teachers Retirement System

**17.2.2 New York State Employees Retirement System**

For purposes of this Agreement, "Full Eligibility", which shall be the year of final eligibility, shall be that year when the member can retire from the NYSERS without incurring penalty for early retirement.

For example:

Tier I	Age 55 or older	20 years or more of credited service with the New York State Employees Retirement System
--------	-----------------	--

Members of the NYSERS should contact the LCSD Office of Human Resources for specific information on full eligibility and final year of eligibility for the Retirement Incentive Plan.

**§17.3 Notification of Intent to Retire**

17.3.1 Bargaining Unit Members who will retire at the completion of the school year (up to and including July 1) must notify the District of their intent to retire by submitting an Irrevocable Letter of Retirement 120 days or more preceding the Effective Date of Retirement or the Bargaining Unit Member will forfeit his or her right to participate in the District Retirement Incentive Plan.

17.3.2 Bargaining Unit Members who will retire other than at the completion of the school year as referenced in 17.3.1 must notify the District of their intent to retire by submitting an Irrevocable Letter of Retirement 120 days or more preceding the Effective Date of Retirement or the Bargaining Unit Member will forfeit his or her right to participate in the District Retirement Incentive Plan.

17.3.3 Examples:

(i)	Effective Date of Retirement	July 1
	Required Date of Notice	March 1 (or earlier): 120 days
(ii)	Effective Date of Retirement	August 15
	Required Date of Notice	April 15 (or earlier): 120 days
(iii)	Effective Date of Retirement	February 1
	Required Date of Notice	October 1 (or earlier): 120 days

17.3.4 Forfeiture of a Bargaining Unit Member's right to participate in the District Retirement Incentive Plan shall not affect the Member's eligibility for full compensation for accumulated and unused sick leave under the rules governing Articles XV and XVI (Compensation for Accumulated and Unused Sick Leave).

#### **§17.4 Computation of Entitlement**

17.4.1 Under the District Retirement Incentive Plan, an eligible Bargaining Unit Member shall receive a sum equal to forty percent (40%) of the Member's final annual salary paid in the form of an Employer Non-elective Contribution to their 403(b) account in accordance with Appendix XI of this agreement. The employer shall deposit the contribution no later than 15 business days following the employee's severance date.

17.4.2 For the purposes of the Incentive entitlement, compensation earned under Appendix 1.2 ("Additional Supplemental Compensation") or compensation earned under Appendix V ("Coaching"), Appendix VII ("Clubs and Organizations"), Appendix VIII ("Summer School"), or Appendix IX ("Department Chairpersons") shall be excluded. All other compensation shall be included in the computation of final annual salary.

17.4.3 Bargaining Unit Members who elect to participate in and who receive entitlement from the District Retirement Incentive Plan shall not be eligible for compensation under Articles XV and XVI (Compensation for Accumulated and Unused Sick Leave).

## **ARTICLE XVIII**

### **ACADEMIC FOCUS PROGRAM**

#### **§18.1 Compensation**

The annual compensation rate for Academic Focus Program Teachers shall be calculated on the basis of 1/10 of the Teacher's ten (10) month base salary for each Academic Focus Program class taught. A class is equivalent to 2 sessions per week for the School Year. A session shall be 1-1/2 hours in length. An AFP Teacher is expected to arrive ten (10) minutes before the start of his/her first instructional period and remain five (5) minutes after the end of his/her final instructional period. In the event instruction is for less than the time specified for a class, the fractional rate of compensation shall be pro-rated accordingly. (e.g., if a particular class of instruction is one session per week for the school year, the fractional rate will be 1/20.)

#### **§18.2 Salary Earning and Payment**

Salary shall be paid on essentially a biweekly basis. For Teachers who do not complete a full year's assignment, salary earned will be calculated in accordance with Commissioner's Regulation No. 8031 except that 1/80 shall be substituted for 1/200 in each instance mentioned in the Regulation for each session not taught. The rationale for the 1/80 per session rate is that one Academic Focus Program session equals 2-1/2 regular school day periods. Therefore, the ratio on one Academic Focus Program session to the total number of school days (by Period used in the Commissioner's Regulation) equals 200 divided by 2-1/2 or 80.

#### **§18.3 Academic Focus Program Calendar**

Academic Focus Program instruction shall begin the first full week of regular day school and shall end the day preceding the commencement of school examinations. Academic Focus Program semesters shall coincide with the regular school day semesters.



**§18.4 Paid Leave of Absence**

Four (4) sick and/or personal leave days (except for the "no reason need be given" personal day) will be available per semester to Academic Focus Program Teachers. In the event a Teacher is absent for an Academic Focus Program assignment beyond the leave credits available, the day(s) absent will be deducted from the Teacher's biweekly compensation in accordance with Commissioner's Regulation No. 8031. Paid leave credits will be non-cumulative.

**§18.5 Appointment**

Academic Focus Program Teachers will be appointed in the manner prescribed for regular Teachers. The appointment will indicate the annual salary rate and the effective date of employment. In addition, for internal administrative purposes, the days of the week to be worked will need to be reported.

**ARTICLE XIX**

**MISCELLANEOUS**

**§19.1 Matters Not Covered**

The parties agree to meet periodically during the term of this Agreement to discuss matters of mutual concern and the District will bring to the attention of the Association at such meetings any contemplated changes which are of mutual interest and concern.

**§19.2 Mileage Allowance**

Teachers, Regular Substitute Teachers, School Nurses and Therapists shall be reimbursed at the highest rate per mile paid by the District for the use of their personal cars on official school business.

**§19.3 Reimbursements**

19.3.1 Teachers, Regular Substitute Teachers, School Nurses and Therapists shall be reimbursed for any medical costs and for costs of replacing or repairing dentures, eye glasses, hearing aides or any similar bodily appurtenances which are damaged, destroyed or lost while they are acting in the legal discharge of duties within the scope of employment. Claims shall be filed by them pursuant to Workers' Compensation Law and for any insurance carried by the District prior to making application for reimbursement from the District. Such reimbursement shall not exceed 100% of the loss sustained.

19.3.2 In order to be eligible for such reimbursement, the Teacher, Regular Substitute Teacher, School Nurse or Therapist must report the incident, in writing, to the Superintendent of Schools. The report should be filed as soon as practicable and, except in unusual circumstances, should be filed within five (5) school days of the incident.

**§19.4 Labor Management Committee**

A Labor Management Committee shall be established as follows:

19.4.1 The Superintendent of Schools shall be the Management Co-Chairman.

19.4.2 The President of the Association shall be the Labor Co-Chairman.

- 19.4.3 The Committee shall have no more than five members on either side (some permanent, some rotating).
- 19.4.4 Meetings shall be held monthly during the school year.
- 19.4.5 Minutes shall be taken and published in a timely manner and distributed to all unit employees.
- 19.4.6 During the 2006-07 school year, the Committee will review/update forms for supervision for all ULFA units. Any agreed upon revisions will be incorporated into memorandums of agreement.
- 19.4.7 Beginning in the 2007-08 school year, the Committee will begin an exploratory review of health care options. Any agreed upon revisions will be incorporated into memorandums of agreement.

**§19.5 Non-Resident Tuition Waiver**

- 19.5.1 A waiver of non-resident tuition will be granted to twelve (12) Teachers who were last hired before January 1, 1982 and who were not residents of the District as of the effective date of appointment. Teachers who were district residents on January 1, 1982 and subsequently moved out of the District shall not be entitled to the tuition waiver.
- 19.5.2 The tuition waiver is limited to tuition only and shall not be construed to compel or permit the District to provide pupil transportation, extraordinary supervision or any other service not ordinarily included within the basic educational program.
- 19.5.3 The waiver of tuition shall cease on the first day of the month following the Teacher's separation from employment.

**§19.6 Payroll Deductions**

Payroll deductions shall be made when duly authorized by a Teacher, Regular Substitute Teacher, School Nurse or Therapist or when required by law. (Examples of typical deductions which require employee authorization are U.S. savings bond purchases, Association dues, NYSUT Benefit Trust, NYSUT VOTE-COPE, credit union, health insurance and tax-sheltered annuities.) The Association shall provide acceptable authorization forms to be executed by the Teacher, Regular Substitute Teacher, School Nurse or Therapist authorizing any deduction.

**ARTICLE XX**

**TERM**

This Agreement shall become effective and retroactive, except as stipulated to the contrary herein, to July 1, 2006, and shall continue in full force and effect through June 30, 2009. Negotiations for a subsequent term shall commence on written request by either party to the other given not prior to January 2, 2009.

**ARTICLE XXI**

**ENTIRE AGREEMENT**

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

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

**LIVERPOOL CENTRAL SCHOOL DISTRICT**

DATE: 11/6/06

BY: Janice H. Matousek  
Janice H. Matousek  
Superintendent

**ASSOCIATION**

**UNITED LIVERPOOL FACULTY**

DATE: November 6, 2006

BY: Sara Daggett  
Sara Daggett  
President, ULFA

**APPENDIX I**  
**TEACHERS/REGULAR SUBSTITUTE TEACHERS' SALARY SCHEDULE**  
**2006-2009**  
**BACHELORS DEGREE**

<u>STEP</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
6	\$40,419	\$41,535	\$42,697
7	40,919	42,035	43,196
8	41,439	42,556	43,716
9	41,979	43,097	44,258
10	42,538	43,658	44,821
11	43,177	44,240	45,404
12	43,841	44,904	46,010
13	44,530	45,595	46,700
14	45,246	46,311	47,419
15	45,991	47,056	48,163
16	46,765	47,831	48,938
17	47,568	48,636	49,744
18	48,395	49,471	50,581
19	49,262	50,331	51,450
20	50,169	51,232	52,344
21	51,120	52,176	53,281
22	52,108	53,165	54,263
23	53,144	54,192	55,292
24	54,221	55,270	56,360
25	55,352	56,390	57,481
26	56,424	57,566	58,646
27	57,503	58,681	59,869
28	58,680	59,803	61,028
29	59,978	61,027	62,195
30	61,108	62,377	63,468
31	62,432	63,552	64,872
32	64,093	64,929	66,094
33	65,823	66,657	67,526
34	67,422	68,456	69,323
35	69,004	70,119	71,194
Tenure	\$2,661	\$2,767	2,878
Masters Degree	2,076	2,159	2,245
Cert. Advan. Studies	1,325	1,378	1,433
Doctorate	2,528	2,630	2,735
Graduate Credit (per hour)	127	132	137
Longevity (§1.1.6)	1,119	1,164	1,211
Longevity Step 21 & above	751	781	812
Longevity Step 16 & above	594	618	643

Hiring in step shall be step 6. Teachers and Regular Substitute Teachers with 0, 1, 2, 3, 4, or 5 years of prior service shall be placed on step 6. Such advanced placement on the salary schedule shall not be construed as teaching/military service credit unless actual teaching/military service was performed.

§1.1 **Supplemental Salary Data:**

1.1.1 **Annual Step Increment**

Annual step increments in Appendix I shall be granted automatically in accordance with a Teacher's or Regular Substitute Teacher's service in the District. Each Teacher and Regular Substitute Teacher who was not at the maximum step during a School Year, and who was employed as a Teacher or Regular Substitute Teacher for not less than a full semester during that Year, shall be advanced to the next higher step on the Salary schedule in the next School Year.

1.1.2 **Additional Educational Credit**

For additional education credit accomplished between the listed columnar stages, a Teacher or Regular Substitute Teacher shall receive annually the amount indicated below for up to a maximum of 90 such credit hours.

2006-2007	\$ 127
2007-2008	132
2008-2009	137

To be eligible for payment, courses must be:

- (1) a graduate course or an acceptable course as part of a graduate degree program (differentiated from a graduate "level" course).
- (2) from an accredited college/university
- (3) related to the Teacher's or Regular Substitute Teacher's regular assignment or possible assignment, part of a new certification area or part of a program to earn administrative certification
- (4) approved in advance by the Director of Human Resources

1.1.3 **Advanced Degree Credit**

For having earned the post graduate degrees set forth below, a Teacher or Regular Substitute Teacher shall receive annually the applicable sum:

	<b>CAS</b>	<b>Doctorate</b>
2006-2007	\$ 1,325	\$ 2,527
2007-2008	1,378	2,628
2008-2009	1,433	2,733

Any bargaining unit member earning both a CAS and a Ph.D. or an Ed.D. after July 1, 1985 shall be entitled only to compensation for the Ph.D. or Ed.D. and not for the CAS.

1.1.4 **Salary Payment**

Salaries shall be paid essentially on a biweekly basis.

**1.1.5 Non-Automatic Increments**

The District and the Association, in an attempt to maintain a high quality level of education through minimum standards of competence, have developed the following:

All increments up to and including Step 11 on the Teacher Salary Schedule shall be automatic. A Teacher performing work in a satisfactory (or better) manner shall progress automatically through all steps contained in the salary schedule. However, a Teacher who fails to perform in a satisfactory manner (or better) as adjudged by a committee hereinafter named shall be subject to retention on any step above step 11 and shall so continue until said committee determines otherwise.

The composition of the committee adjudging a Teacher's competency shall consist of the Teacher's Principal, the Superintendent of Schools, and two teachers named by the U.L.F.A. one of whom shall be from the building in which the Teacher is assigned and the second from the District at large. If the Teacher requests it, the Principal selected by the District shall be one other than said Teacher's Building Principal. Decisions arrived at shall be based on Supervisory Reports and other evidences provided and shall be by a majority vote. The Teacher in question shall have the right to be heard by the committee.

**1.1.6 Twenty-Five Year Longevity Stipend**

Teachers and Regular Substitute Teachers with 25 or more years of credited teaching service and with the last 15 of those 25 years in continuous service in the District, shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2006-2007	\$1,119
2007-2008	1,164
2008-2009	1,211

**1.1.7 Off-Step Teachers**

Teachers who are off schedule or who go off schedule (beyond step 35) will receive the following base salary increases plus the add-ons at the bottom of Appendix I to which they are entitled:

2006-2007	3.5%
2007-2008	3.5%
2008-2009	3.5%

**1.1.8 403(b) Matching Contributions**

The District shall make a matching contribution into each eligible employee's 403(b) account in an amount equal to 100% of the employee's contribution up to a maximum of 1.75% for 2006-07, 1.75% for 2007-08 and 1.75% for 2008-09 of the employee's base and "add on" salary. The employer shall deposit the matching contribution biannually no later than the last day of January and no later than 15 business days following June 30<sup>th</sup> of each year. The district will distribute to each contributor, a receipt of District contributions once per year.

**§1.2 Additional Supplemental Compensation**

**1.2.1 Home Instruction**

Home Instruction Teachers shall be compensated at the rate of \$23.90 per hour for 2006-07 and 2007-08. Effective July 1, 2008, said rate shall be \$24.85 per hour.

**1.2.2 Curriculum Development and In-service Education**

Eligible participants who complete an approved curriculum development or in-service education course or activity shall be compensated at the rate of \$19.00 per approved hour for 2006-07 and 2007-08. Effective July 1, 2008, said rate shall be \$19.76 per approved hour.

**1.2.3 SAT Instructors and Proctors**

Teachers assigned to the SAT preparation program at Liverpool High School as instructors shall be compensated at the rate of \$50.48 per approved hour for 2006-07, \$50.48 for 2007-08 and \$52.50 for 2008-09.

SAT Proctors shall be compensated at the rate of \$25.58 per approved hour for 2006-07, \$25.58 for 2007-08 and \$26.60 for 2008-09.

**1.2.4 Saturday Morning Suspension**

Teachers assigned to the Saturday morning suspension/detention program at Liverpool High School shall be compensated at the rate of \$25.58 per approved hour for 2006-07 and 2007-08. Effective July 1, 2008, Teachers assigned to the SAT morning suspension/detention program shall be compensated at the rate of \$26.60 per approved hour.

**1.2.5 Committee on Special Education**

(a) Bargaining Unit Members who serve on the Committee on Special Education during vacation periods shall be compensated at the following rates:

2006-2007	\$34.42 per hour
2007-2008	\$34.42 per hour
2008-2009	\$35.79 per hour

(b) Bargaining Unit Members who are asked by the District to attend a Committee on Special Education meeting during a vacation period for the purpose of presenting a case before the Committee shall be compensated at an hourly rate computed by dividing the member's regular annual salary by 1450 hours.

**1.2.6 Building CST Chair**

Unit members serving as building CST Chair shall receive a \$600 stipend per school year in 2006-07 and 2007-08. Effective July 1, 2008 the stipend will be increased to \$700. All buildings shall have one Chairperson position except the High School which shall have two (2) Chairperson positions.

**1.2.7 National Board Certification**

Upon proof of acceptance to the National Board Certification program and during the ensuing process, a Teacher is entitled to three release days for the purpose of collaborative activities. Upon receipt of the certificate for National Board Certification, a teacher will receive an annual \$2,000 stipend for the term of the certificate.

**§1.3 Mentoring Program**

1.3.1 Attendance by Mentors at any full day designated training sessions that are held outside of the Teacher Work Year will be paid at the rate of \$128.96 per day for 2006-07 and 2007-08. Effective July 1, 2008 the rate will be increased to \$134.12 per day. Any partial days of training will be paid on a pro-rated basis.

- 1.3.2 Attendance by Mentees at any full day designated training sessions that are held outside of the Teacher Work Year will be paid at the rate of \$96.72 per day for 2006-07 and 2007-08. Effective July 1, 2008, the rate will be increased to \$100.59 per day. Any partial days of training will be paid on a pro-rated basis.



## APPENDIX II

### SCHOOL PSYCHOLOGISTS' SALARY SCHEDULE BACHELORS DEGREE

<u>STEP</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
1	\$41,751	\$42,921	\$44,138
2	42,251	43,421	44,638
3	42,771	43,941	45,158
4	43,310	44,482	45,699
5	43,870	45,042	46,261
6	44,508	45,625	46,844
7	45,172	46,288	47,450
8	45,862	46,979	48,140
9	46,577	47,696	48,858
10	47,322	48,440	49,604
11	48,096	49,215	50,378
12	48,899	50,020	51,184
13	49,726	50,855	52,021
14	50,594	51,715	52,889
15	51,502	52,618	53,784
16	52,452	53,562	54,723
17	53,441	54,550	55,704
18	54,473	55,579	56,732
19	55,556	56,652	57,802
20	56,682	57,778	58,918
21	57,804	58,949	60,089
22	58,671	60,116	61,307
23	59,609	61,018	62,521
24	60,629	61,993	63,459
25	61,675	63,054	64,473
26	62,884	64,142	65,576
27	64,179	65,399	66,708
28	65,607	66,746	68,015
29	67,027	68,231	69,416
30	68,458	69,708	70,960
31	69,885	71,196	72,496
32	70,716	72,680	74,044
33	72,272	73,545	75,587
34	73,877	75,163	76,487
Tenure	\$2,661	\$2,767	\$2,878
Masters Degree	2,076	2,159	2,245
Cert. Advan. Studies	1,325	1,378	1,433
Doctorate	2,528	2,630	2,735
Graduate Credit (per hour)	127	132	137
Longevity (§1.1.6)	1,119	1,164	1,211
Longevity Step 21 & above	751	781	812
Longevity Step 16 & above	594	618	643

**Supplemental Data:**

**§2.1 Eleven Month Work Year**

Where Work Year is 11 months, the eleventh month will be paid for at 10% of the Salary Schedule rate including hourly increments. Where the District finds it necessary to have a School Psychologist work extra time during vacation periods because of work loads, the stipend rate shall be 0.5% (1/200) of the School Psychologist's Regular Annual Salary for each additional day worked during vacation periods.

**§2.2 Off-Schedule School Psychologists**

Psychologists who are off schedule or who go off schedule (beyond step 34) will receive the following base salary increases plus the add-ons at the bottom of Appendix II to which they are entitled:

2006-07	3.5%
2007-08	3.5%
2008-09	3.5%

**§2.3 School Psychologists Salary Schedule Placement**

Effective September 1, 1996, newly hired School Psychologists will be compensated in accordance with Appendix I. Their placement on Appendix I will be in accord with rules regarding newly hired Teachers' placement on Appendix I as per Article III, "Compensation".

**§2.4 403(b) Matching Contributions**

The District shall make a matching contribution into each eligible employee's 403(b) account in an amount equal to 100% of the employee's contribution up to a maximum of 1.75% for 2006-07, 1.75% for 2007-08 and 1.75% for 2008-09 of the employee's base and "add on" salary. The employer shall deposit the matching contribution biannually no later than the last day of January and no later than 15 business days following June 30<sup>th</sup> of each year.

**APPENDIX III  
SCHOOL NURSES' SALARY SCHEDULE**

<u>STEP</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
3	\$ 33,591	\$ 34,436	\$ 35,312
4	34,091	34,936	35,812
5	34,611	35,455	36,333
6	35,151	35,995	36,873
7	35,710	36,557	37,435
8	36,175	37,138	38,019
9	36,658	37,622	38,624
10	37,159	38,124	39,127
11	37,716	38,645	39,649
12	38,293	39,225	40,191
13	38,893	39,825	40,794
14	39,516	40,449	41,418
15	40,158	41,097	42,067
16	40,830	41,764	42,741
17	41,533	42,463	43,435
18	42,273	43,194	44,162
19	43,038	43,964	44,922
20	43,839	44,760	45,723
21	44,677	45,593	46,550
22	45,553	46,464	47,417
23	46,517	47,375	48,323
24	47,381	48,378	49,270
25	48,273	49,276	50,313
26	49,265	50,204	51,247
27	50,317	51,236	52,212
Longevity (§3.3)	\$ 750	\$ 780	\$ 811
Longevity Step 16 & above	594	618	643
Longevity Step 21 & above	750	780	811
3 Year Service Stipend (§3.4)	1,321	1,374	1,429

**Supplemental Data:**

**§3.1 Dual Assignment Stipend**

Where School Nurse staffing at the High School does not exceed two (2) and where such staffing at the Morgan Road Complex, Soule Road Complex or the Chestnut Hill Middle/Elementary Schools does not exceed (1), each School Nurse so assigned shall receive an annual stipend of five (5) percent of her annual salary.

**§3.2 Annual Step Increment**

Annual step increments in Appendix III shall be granted automatically in accordance with a School Nurse's service in the District. Each School Nurse who was not at the maximum step during a School Year, and who was employed as a School Nurse for not less than a full semester during that Year, shall be advanced to the next higher step on the Salary schedule in the next School Year.

**§3.3 Twenty Year Longevity Stipend**

School Nurses with 20 or more years of credited service and with the last 10 of those 20 years in the District, shall receive a stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall be counted as credited service. Continuous service in the in the District, shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2006-07	\$750
2007-08	780
2008-09	811

**§3.4 Three (3) Year Service Stipend**

Upon completion of three years of continuous service in the District, School Nurses shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not add to service credit. All paid leaves of absence shall be counted as credited service.

2006-07	\$1,321
2007-08	1,374
2008-09	1,429

**§3.5 403(b) Matching Contributions**

The District shall make a matching contribution into each eligible employee's 403(b) account in an amount equal to 100% of the employee's contribution up to a maximum of 1.75% for 2006-07, 1.75% for 2007-08 and 1.75% for 2008-09 of the employee's base and "add on" salary. The employer shall deposit the matching contribution biannually no later than the last day of January and no later than 15 business days following June 30<sup>th</sup> of each year.

**A P P E N D I X   I V**

**GUIDANCE COUNSELORS' SCHEDULE**

Compensation for Guidance Counselors shall be based on the Teacher's Salary Schedule (Appendix I). They shall be paid in addition to the schedule as follows:

- §4.1 10% of the Teacher Salary Schedule rate in consideration for the eleventh month. The eleventh month shall be considered as twenty (20) work days. If the Fourth of July falls during the work period of a Counselor, it will be counted as one of the twenty work days.
- §4.2 5% of the Teacher Salary Schedule rate in consideration for the extra time worked prior to and subsequent to the Teacher's regular school year. The extra work time is ten (10) work days above that of the normal Teacher, five of these to be prior to the first student day in the fall and five days immediately after the last day of school for students.

## APPENDIX V

### COACHES' SALARY SCHEDULE

#### §5.1 Basic Schedule

<u>STEP</u>	<u>2006-2008</u>	<u>2008-09</u>
3	\$ 3,467	\$ 3,571
4	3,848	3,964
5	4,217	4,344
6	4,591	4,729
7	4,966	5,115
8	5,338	5,498
9	5,713	5,884
10	6,085	6,268
11	6,459	6,653
12	6,837	7,042
13	7,184	7,400
14	7,532	7,758
15	7,877	8,113
16	8,226	8,473
17	8,675	8,935

#### Supplemental Data

- 5.1.1 Salary schedule will increase 3% in year 1 and 3.
- 5.1.2 Off-step coach's salaries will increase by same percentage in the same years.

#### §5.2 Position Classification Schedule

##### BOYS ACTIVITIES

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Baseball	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Basketball	Head Coach	Varsity	100%
	Asst Coach	Junior Varsity	80%
Bowling	Head Coach	High School	40%
Crew	Head Coach	High School	90%
Cross Country	Head Coach	High School	70%
Football	Head Coach	Varsity	100%
	Asst Coach	Varsity	80%
	Asst Coach	Junior Varsity	80%
Golf	Head Coach	High School	60%

### BOYS ACTIVITIES (continued)

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Gymnastics	Head Coach	Varsity	80%
Ice Hockey	Head Coach	Varsity	90%
	Asst Coach	Varsity	70%
Indoor Track	Head Coach	Varsity	70%
	Asst Coach	Junior Varsity	35%
Lacrosse	Head Coach	Varsity	90%
	Asst Coach	Varsity	70%
	Asst Coach	Junior Varsity	70%
Soccer	Head Coach	Varsity	80%
	Asst Coach	Junior Varsity	60%
Swimming	Head Coach	Varsity	100%
	Asst Coach	Varsity	35%
	Asst Coach	Diving	70%
Tennis	Head Coach	High School	70%
Track	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Volleyball	Head Coach	High School	80%
	Head Coach	Junior Varsity	60%
Wrestling	Head Coach	Varsity	100%
	Asst Coach	Varsity	80%
	Asst Coach	Junior Varsity	80%

### GIRLS ACTIVITIES

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Basketball	Head Coach	Varsity	100%
	Asst Coach	Junior Varsity	80%
Bowling	Head Coach	High School	40%
Cheerleading	Head Coach	High School	70%
	Head Coach	Junior Varsity	70%
Crew	Head Coach	High School	90%
Cross Country	Head Coach	High School	70%
Field Hockey	Head Coach	Varsity	80%
	Asst Coach	Junior Varsity	60%
Golf	Head Coach	High School	60%

**GIRLS ACTIVITIES** (continued)

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Gymnastics	Head Coach	Varsity	80%
Indoor Track	Head Coach	High School	70%
	Asst Coach		35%
Lacrosse	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Soccer	Head Coach	Varsity	80%
	Asst Coach	Junior Varsity	60%
Softball	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Synchronized Swim	Head Coach	High School	40%
Swimming	Head Coach	Varsity	80%
	Asst Coach	Varsity	30%
	Asst Coach	Varsity Diving	70%
Tennis	Head Coach	Varsity	70%
	Asst Coach	Junior Varsity	50%
Track	Head Coach	Varsity	90%
Volleyball	Head Coach	Varsity	100%
	Asst Coach	Junior Varsity	80%

**7-8-9 COACHING SCHEDULE (Modified)**

<u>Weeks in Activity</u>	<u>% of Basic Schedule</u>
10 weeks	60%
9 weeks	55%
8 weeks	50%
7-7.5 weeks	45%
6 weeks	40%

**§5.3 Middle School Intramurals**

All hours involved in conducting approved middle school intramurals shall be compensated at the rates established and set forth below:

2006-2007	\$ 15.50
2007-2008	15.50
2008-2009	15.96

## APPENDIX VI

### ACADEMIC TRANSITION PROGRAM

- §6.1 Unit members who teach in the Academic Transition Program shall be appointed to probationary positions and shall be compensated according to the Teacher's Salary Schedule and shall be entitled to all of the benefits of the Teacher's Collective Bargaining Agreement.
- §6.2 In the event of vacancies in the Academic Transition Program, the district shall grant an interview to currently employed teachers.

## APPENDIX VII

### CLUBS AND ORGANIZATIONS ADVISORS

- §7.1 Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1st Year	\$ 615	\$ 615	\$ 633
2nd Year	768	768	791
3rd Year	924	924	952

  

All-district band - asst. dir. All-district chorus - asst. dir. All-district orchestra - asst. dir. All-district asst. band dir. - ms Computer club advisor French club advisor Gay/Straight Alliance Junior NHS advisor	Literary club advisor Math League - hs Math League - ms Musical - hs - lighting manager Ski club advisor Spanish club advisor Student council advisor - ms
---	--

- §7.2 Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1st Year	\$ 1,025	\$ 1,025	\$ 1,056
2nd Year	1,280	1,280	1,318
3rd Year	1,536	1,536	1,582

  

AFS advisor AIASA advisor All-district band director All-district band director - ms All-district chorus director All-district orchestra director Athletic association advisor Color guard director - ms Craftsman club advisor Dance Club Freshman Class advisor Jazz ensemble director - hs Jazz ensemble director - ms	Junior Class advisor Key club advisor Mock trial club advisor Model U.N. club Musical - hs - costume designer Musical - hs - pit orchestra director Musical - hs - technical director Musical - ms - technical director Newspaper - hs NHS advisor Orchestra equipment manager Stage band director Yearbook advisor - ms Youth Environmental Action advisor
---	--



§7.3 Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1st Year	\$ 1,231	\$ 1,231	\$ 1,268
2nd Year	1,536	1,536	1,582
3rd Year	1,845	1,845	1,900
Casting Hall - hs - director			Musical - hs - producer
Casting Hall - hs- technical director			Musical - ms -drama director
DECA advisor			Science fair advisor
FAME - advisor			

§7.4 Advisors to the student activities listed below shall be compensated as follows:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Academic decathlon advisor	\$ 1,717	\$ 1,717	\$ 1,769
Auditorium Coordinator	\$ 2,561	\$ 2,561	\$ 2,638
Auditorium Stage Manager	2,561	2,561	2,638
Director: Student Activities	3,377	3,377	3,478
Athletic Equipment Manager	5,308	5,308	5,467
Music Equipment Manager	2,590	2,590	2,668
Pool Director	6,860	6,860	7,066
Robotics Advisor	3,977	3,977	4,096
School Store Advisor	1,109	1,109	1,142
Science Olympiad Advisor	2,163	2,163	2,228
Senior Class Advisor	2,784	2,784	2,868
Spring Musical - hs - drama dir.	3,337	3,337	3,437
- hs - vocal music	1,822	1,822	1,877
- hs - choreographer	1,822	1,822	1,877
- ms - music director	2,967	2,967	3,056
Student Council Advisors - hs	3,704	3,704	3,815
Technical Production Advisor-District	2,561	2,561	2,638
UMOJA	1,109	1,109	1,142
Yearbook - high school	3,289	3,289	3,388

§7.5 **Elementary Coaching/Student Activities**

The hours per school of approved coaching and/or student activity supervision listed below will be compensated at the rates reflected below. The decision regarding distribution of the hours shall be made by the principal after consultation with the ULFA Building Representative.

2006-2007	250 hours	\$16.44
2007-2008	275 hours	16.44
2008-2009	300 hours	16.93

§7.6 **Music Program Activities**

Music teachers who are assigned to assist with music program activities shall be compensated at the rates indicated below:

2006-2007	\$ 15.50
2007-2008	15.50
2008-2009	15.96

§7.7 **Middle School Parade Band Program**

Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1st Year	\$361	\$361	\$372
2nd Year	399	399	411
3rd Year	437	437	450

Parade Band Wind Arranger/Director - ms  
 Parade Band Percussion Arranger/Director - ms  
 Parade Band Assistant Director - ms

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1st Year	\$481	\$481	\$495
2nd Year	595	595	613
3rd Year	711	711	732

Parade Band Director - ms

§7.8 **Marching Band Program**

Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Marching Band Director	\$5,500	\$5,500	\$5,720
Marching Band Asst Director	3,000	3,000	3,120
Marching Band Caption Head	2,200	2,200	2,288
Marching Band Program Director	3,000	3,000	3,120
Marching Band Drill Instructor	2,000	2,000	2,080
Marching Band Music Instructor	2,000	2,000	2,080
Winterguard Director	2,100	2,100	2,184
Winterguard Asst Director	1,000	1,000	1,040
JV Winterguard Director	1,800	1,800	1,872
JV Winterguard Asst Director	1,000	1,000	1,040
Winterguard Percussion Director	2,000	2,000	2,080

## APPENDIX VIII

### SUMMER SCHOOL TEACHERS' SALARY SCHEDULE

§8.1 For services during the normal thirty (31) day summer session, if scheduled by the District summer school teachers shall be paid in accordance with the following:

<u>STEP</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1	\$4,346	\$4,520	\$4,701
2	5,073	5,276	5,487
3	6,158	6,404	6,660

8.1.1 For Services during the 20-day elementary summer session, if scheduled by the District, summer school teachers shall be paid in accordance with the following:

<u>STEP</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1	\$1,900	\$1,976	\$2,055
2	2,217	2,306	2,398
3	2,693	2,800	2,912

Salary for the Elementary Summer School program is based on a total of three hours and thirty minutes (210 minutes). The Elementary Summer School day shall begin 30 minutes before the start of the instructional period and end 30 minutes after the instructional period.

Appointments to the Elementary Summer School shall be for the term specified in the Board of Education resolution for a given summer session and will not imply an expectation of employment for a subsequent summer session.

8.1.2 A summer school teacher shall be placed on one of the above step increments based on his/her current placement on the Teacher Salary Schedule (Appendix I) as follows:

<u>Summer</u>	<u>Basic</u>
1	6 - 8
2	9 - 13
3	14 and above

8.1.3 Five hours and ten minutes (310 minutes), three 90-minute classes, shall constitute full salary (100%) per various steps noted in §8.1 above. The secondary summer school teacher day shall begin 15 minutes prior to the start of the first instructional period and end 15 minutes after the final instructional period in accordance with §8.2 below.

8.1.4 Three hours and thirty-five minutes (215 minutes), two 90-minute classes, shall constitute 2/3rds salary (66.66%) per the various steps noted in §8.1 above.

8.1.5 Two hours (120 minutes), one 90-minute class, shall constitute 1/3rd salary (33.33%) per the various steps noted in §8.1 above.

8.1.6 Six hours and forty-five minutes (405 minutes), the full LEEP Summer School day, shall constitute 140% of full salary per the various steps noted in §8.1. The LEEP Summer School day shall begin 15 minutes before the first instructional session and shall end 30 minutes after the final instructional session. The LEEP summer school is a 30-day session.

8.1.7 Six hours and forty-five minutes (405 minutes), the full Special Education Summer School Day, shall constitute 140% of full salary per the various steps noted in §8.1 above. The Special Education Summer School Day shall begin 15 minutes before the first instructional session and shall end 30 minutes after the final instructional session. The Special Education Summer Program is a 30-day program.

Appointments to the special Education Summer School shall be for a term specified in the Board of Education resolution for a given summer session and will not imply an expectation of employment for a subsequent summer session.

§8.2 The secondary summer school teacher day shall begin 15 minutes prior to the start of the first instructional period and end 15 minutes after the final instructional period. This time before and after instruction shall be for teacher preparation and shall not otherwise be assigned by administration on a routine basis.

§8.3 In selecting summer school teachers for summer sessions, the District agrees that it will give preference to then currently employed Teachers who meet the Administrator's qualifications as to preparation and experience before hiring "outside" teachers.

§8.4 To the extent that specific programs are scheduled by that date, the Administration will endeavor to notify Teachers by June 1 of each school year of the schedule, the number of Summer School Teachers to be employed, and the applicable rate of compensation, if the compensation rate has been agreed upon for that particular summer.

§8.5 A Summer School Teacher shall be entitled to 1 and 1/2 days sick leave for each 20 Summer School teaching days, plus 1/2 day for assignments beyond 20 days, at his applicable summer compensation rate. This special summer sick leave shall not be cumulative; no summer sick leave shall be allowed to accrue to a Teacher's credit.

## APPENDIX IX

### DEPARTMENT CHAIRPERSONS

#### §9.1 **Definition**

A department chairperson shall be defined as a teacher within a given department, or combination of departments (grades 9-12), who shall have added responsibilities for the operation of the particular subject area department or departments. Persons appointed as Department Chairpersons shall facilitate the instructional/operational needs of their department in a manner consistent with the requirements of the department and the administration and to the extent which time permits.

#### §9.2 **Positions and Remuneration**

The following departments and department combinations will have a department chairperson:

- English (English and reading)
- Fine Arts (art and music)
- Foreign Language
- Guidance
- Mathematics
- Physical Education/Health
- Science
- Social Studies
- Special Education
- Technology, Information, Technology Management Studies and Family and Consumer Science

In addition, the chairperson may elect to have no duty assignment or a stipend of \$2,350 2006-07, \$2,350 for 2007-08 or \$2,450 for 2008-09.

§9.3 A Department Chair and Curriculum Advisor for physical education, adaptive physical education and health education K-8 shall be established for the school years commencing July 1, 2006 and ending June 30, 2009. The stipend for such assignment shall be \$3,650 for 2006-07, \$3,650 for 2007-08 and \$3,796 for 2008-09.

## APPENDIX X

### CERTIFIED ATHLETIC TRAINER

§10.1 The position of Certified Athletic Trainer shall be compensated, per season, at the rates listed below. The definition of "season" shall be that as identified by the New York State Public High School Athletic Association. The Certified Athletic Trainer will also receive an annual allotment, as listed below towards recertification by National Athletic Trainers Association.

<u>Rates:</u>	<u>Season Compensation</u>	<u>Recertification Allotment</u>
2006-07	\$7,878	\$530
2007-08	\$7,878	\$530
2008-09	\$8,114	\$530

## APPENDIX XI

### NON-ELECTIVE EMPLOYER CONTRIBUTIONS

- §11.1 **No Cash Option** – No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- §11.2 **Contribution Limitations** – In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code, and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fourth taxable year following the taxable year in which that employee terminated employment.
- §11.3 In the event that the calculation of the Employer Non-elective contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:
- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971<sup>1</sup>, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee receive the excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and
  - B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Non-elective Employer Contribution exceed the Contribution Limit, such excess shall be reallocated to the Employee the following year as a Non-elective Employer Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Non-elective Employer contribution is fully deposited into the Employee's 403(b) account. In no case shall the Non-elective Employer Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
- §11.4 **403(b) Accounts** – Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall inform by certified mail of his/her contribution status.

---

<sup>1</sup> **Explanation for TRS Categories:** Under *Education Law* §501(11)(a), the calculation of a TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Non-elective employer contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of Non-Tier I members of the TRS may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Non-elective employer Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous to the Non-Tier I TRS member.

- §11.5 **Tier I Adjustments** – Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- §11.6 This Appendix shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- §11.7 The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

## EXHIBIT A

### JOINT CODE OF ETHICS

The New York State School Boards Association and the New York State Teachers Association have jointly issued the following statements as common beliefs.

1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and the prerogative of the board to determine final policy.
2. The teacher is obligated to adhere to the school board policy; the school board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
3. The teacher and the school board transact all official business through proper channels and hold inviolate and confidential information.
4. The teacher and the school board recognize their obligation to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
5. The teacher and the school board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.
6. The teacher and the school board avoid disparagement of fellow workers and predecessors.
7. The teacher and the school board are impartial in all relationships with the pupils.
8. The teacher and the school board encourage able and promising students to enter the teaching profession.
9. The teacher receives from the administrator candid appraisal of his work, and help with his problems; the school board requires such supervisory assistance.
10. The teacher actively participates in the work of local, state and national professional educational associations; the school board actively participates in the work of township, county, district, state, and national school boards associations.
11. The teacher uses ethical procedures in securing positions and in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
12. The teacher accepts no compensation from firms commercially interested in the school; no member of the school board accepts such compensation.
13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.
14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides healthful teaching environment.
15. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the school board stimulates and encourages professional growth of the teacher.
16. The teacher is proud of his/her profession; the school board is proud of its teachers.



## EXHIBIT B

### WORK YEAR

#### §1 **Teachers, School Nurses and Therapists**

- 1.1 The 2006-2007 Teacher work year, not to exceed 186 work days, shall begin the Tuesday following Labor Day and continue through the last student day in June, 2007, except for the normal holiday and vacation periods identified below. The first day after Labor Day shall not be a student day.

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Recess  
Christmas Recess  
New Years' Day  
Dr. Martin Luther King, Jr. Day  
Winter Recess  
Good Friday  
Spring Recess  
Memorial Day

- 1.2 The 2007-2008 Teacher work year, not to exceed 186 work days, shall begin the Tuesday following Labor Day and continue through the last student day in June, 2008, except for the normal holiday and vacation periods identified above. The first two (2) days after Labor Day shall not be student days. Normal holiday and vacation periods are listed above
- 1.3 The 2008-2009 Teacher work year, not to exceed 186 work days, shall begin the Tuesday following Labor Day and continue through the last student day in June, except for the normal holiday and vacation periods identified above. The first two (2) days after Labor Day shall not be student days. Normal holiday and vacation periods are listed above.

#### §2 **Nurses and Therapists**

- 2.1 The 2006-2007 work year for Nurses and Therapists, not to exceed 186 work days, shall begin the Tuesday following Labor Day and continue through the last student day in June, 2007, except for the normal holiday and vacation periods identified below.

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Recess  
Christmas Recess  
New Years' Day  
Dr. Martin Luther King, Jr. Day  
Winter Recess  
Good Friday  
Spring Recess  
Memorial Day

- 2.2 The 2007-2008 Nurses and Therapists work year, not to exceed 186 work days, shall begin the Tuesday following Labor Day and continue through the last student day in June, 2008, except for the normal holiday and vacation periods identified above. Normal holiday and vacation periods are listed above
- 2.3 The 2008-2009 Teacher work year, not to exceed 186 work days, shall begin the Tuesday following Labor Day and continue through the last student day in June, except for the normal holiday and vacation periods identified above. Normal holiday and vacation periods are listed above.

**EXHIBIT C**  
**LIVERPOOL CENTRAL SCHOOL DISTRICT**  
**ATTENDANCE TRANSMITTAL FORM**

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Date(s) of Absence	No. of Days Requested	
_____	_____	<b><u>Sick Days</u></b>
_____	_____	<b>S</b> - Sick Day
_____	_____	<b>FS</b> - Family Sick (10 days max. per year may be used by bargaining groups represented by <b>ULFA</b> and <b>LAMM</b> only.)
_____	_____	<b>SP</b> - Sick/Personal (Bargaining groups represented by <b>Unite-HERE</b> [cafeteria] only.)
_____	_____	<b><u>Personal Days</u></b>
_____	_____	<b>P</b> - Personal Day
_____	_____	<b>Check Applicable Box</b>
_____	_____	<input type="checkbox"/> <b>Emergency Obligation</b> (Examples: Birth/adoption in immediate family; death/serious illness in immediate family or close friend.)
_____	_____	<input type="checkbox"/> <b>Legal Business</b> (Examples: Sale/purchase of a residence; litigation.)
_____	_____	<input type="checkbox"/> <b>Parental/Personal Responsibility</b> (Examples: Transportation of child to/from college, graduation, medical/dental appointment for employee or member of family, moving of household.)
_____	_____	<input type="checkbox"/> <b>Religious holiday</b> (As listed on Commissioner of Education list.)
_____	_____	<input type="checkbox"/> <b>Household emergency</b>
_____	_____	<input type="checkbox"/> <b>Marriage in immediate family</b> (Max. 1 day to be used for employee's own marriage.)
_____	_____	<input type="checkbox"/> <b>Emergencies</b> (Deemed legitimate/ necessary by the Superintendent.)
_____	_____	<b>NR</b> - No Reason Need Be Given (Max. 1 day per fiscal year - available to groups represented by <b>ULFA</b> and <b>LAA</b> only.)
_____	_____	<b><u>Floating Holiday</u></b>
_____	_____	<b>F</b> - Floating Holiday (If applicable)
_____	_____	<b><u>Vacation</u></b>
_____	_____	<b>V</b> - Vacation Day (If applicable)
_____	_____	<b><u>Professional</u></b>
_____	_____	<b>PR</b> - Professional Attendance (Conference, workshop, in-service, contractual, recruitment, field trip, visitation, etc.)
_____	_____	<b><u>Jury Duty</u></b>
_____	_____	<b>JD</b> - Jury Duty
_____	_____	<b><u>Leave Without Pay</u></b>
_____	_____	<b>WO</b> - Leave Without Pay (All employees requesting time off without pay must <b>also</b> fill out a leave of absence without pay form, have it approved by their immediate supervisor, and then have it sent to the Director of Resources for approval.)

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT D**  
**LIVERPOOL CENTRAL SCHOOL DISTRICT**  
**GRIEVANCE FORM**

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_ Position: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Settlement Desired: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Employee For the Association

District Reply: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

Fill out in quadruplicate, distribute to:

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

**EXHIBIT E**

**LIVERPOOL CENTRAL SCHOOL DISTRICT  
CLASSROOM OBSERVATION FORM**

Teacher: \_\_\_\_\_ Building: \_\_\_\_\_  
Grade/Subject: \_\_\_\_\_ Date: \_\_\_\_\_  
Time/Period: \_\_\_\_\_ Observer: \_\_\_\_\_

---

---

**Lesson Objective(s):**

---

---

**Sequence of Teaching Activities:**

---

---

**Teaching Materials and Resources:**

- Quality of teaching materials
  - Appropriateness of materials
- 
- 

**Instruction:**

- Evidence of lesson planning
  - Appropriate instructional objective(s)
  - Teaching strategies observed
  - Communicates expectations clearly
  - Students engaged in learning
- 
-

**EXHIBIT E**  
**(Page 2)**

TEACHER: \_\_\_\_\_ OBSERVER: \_\_\_\_\_ DATE: \_\_\_\_\_

---

---

**Monitoring Student Understanding:** (describe techniques used)

---

---

**Classroom Management**

- Management of student behavior
- Effective use of time
- Classroom focus on learning task
- Teacher/student interaction
- Management of classroom routines

---

---

**Additional Comments:** (i.e. strong points of lesson; suggestions for improvement, and/or questions for discussion)

---

---

Observer's Initials \_\_\_\_\_ Date \_\_\_\_\_ Teacher's Initials \_\_\_\_\_ Date \_\_\_\_\_

Asst Supt of Elementary/Secondary Education Initials \_\_\_\_\_ Date \_\_\_\_\_

---

---

**EXHIBIT F**  
**LIVERPOOL CENTRAL SCHOOL DISTRICT**  
**Supervisory Report**

Teacher: \_\_\_\_\_ Probationary: \_\_\_\_\_ Tenure: \_\_\_\_\_

Grade or Subject: \_\_\_\_\_ Building: \_\_\_\_\_

Number of Years in Teaching: In Liverpool: \_\_\_\_\_ Total Years Teaching: \_\_\_\_\_

---

Statements contained in this report shall point out strengths and weaknesses, if any, and if necessary, offer suggestions for improvement.

---

Teacher's  
Initials\* \_\_\_\_\_

Principal's/Supervisor's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\*Indicates only that teacher has seen report.

---

Distribution: Teacher      A.O.      Principal      Supervisor

---

**EXHIBIT G  
LIVERPOOL CENTRAL SCHOOL DISTRICT  
Self-Directed Professional Plan  
(To Be Completed by Teacher)**

Teacher: \_\_\_\_\_ Building: \_\_\_\_\_  
 Teaching Assignment: \_\_\_\_\_ Date: \_\_\_\_\_  
 Evaluating Supervisor: \_\_\_\_\_

	<u>Date</u>	<u>Teacher's Initials</u>	<u>Supervisor's Initials</u>
<u>Submission and Approval of Plan (by October 15)</u>	_____	_____	_____
<u>Mid-Plan Conference with Supervisor</u>	_____	_____	_____
<u>Summary and Reflection of Plan (by May 1)</u>	_____	_____	_____
<u>Concluding Meeting (by June 1)</u>	_____	_____	_____

Subject of Professional Development Plan:  
Goal(s):

Action Plan (Implementation Plan - Indicate if plan will be completed in collaboration with other staff)

<u>Intended</u>	<u>Completed</u>

Identify personal, department, grade level, school, or district goal(s) plan addresses:

Expected Completion Date: \_\_\_\_\_

Anticipated Outcomes:



**EXHIBIT G  
(Page 2)**

**Summary of Professional Development Plan (to be completed by Teacher at conclusion of plan and submit to Supervisor no later than May 1).**

**Summary of actions taken to complete plan:**

**Reflection of project/plan: Staff member's thoughts about how this Professional Development Plan increased teacher's effectiveness and/or student's success:**

---

**Asst Supt of Elementary Education/Secondary Education    Initials: \_\_\_\_\_    Date \_\_\_\_\_**

---

**EXHIBIT H  
LIVERPOOL CENTRAL SCHOOL DISTRICT  
Staff Development Plan**

Teacher: \_\_\_\_\_ Building: \_\_\_\_\_

Teaching Assignment: \_\_\_\_\_ Date: \_\_\_\_\_

Submission no later than October 1.

Supervisor's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

---

Please indicate workshop title and dates of three required sessions.

Workshop Title

\_\_\_\_\_

Date of Three Sessions:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Reflection of plan:** Staff member's thoughts about how this Staff Development Plan increased teacher's effectiveness and/or student's success (to be completed after attending the workshop):

Return completed and initialed form to Supervisor by May 1.

---

Asst Supt of Elementary Education/Secondary Education Initials: \_\_\_\_\_ Date \_\_\_\_\_

---

**EXHIBIT I**  
**LIVERPOOL CENTRAL SCHOOL DISTRICT**  
**Mentor Program Form**  
**(To Be Completed by Teacher)**

Teacher: \_\_\_\_\_ Building: \_\_\_\_\_

Teaching Assignment: \_\_\_\_\_ Date: \_\_\_\_\_

Years of Teaching Experience \_\_\_\_\_ Evaluating Supervisor: \_\_\_\_\_

Supervisor's	Date	Teacher's	
		<u>Initials</u>	<u>Initials</u>
Submission of Form (by June 1)	_____	_____	_____
Approval of Form (by June 10)	_____	_____	_____
Reflection of Experience (by June 1 of Mentorship Year)	_____	_____	_____

I understand that I agree to serve a Mentor during the \_\_\_\_\_ School Year. If I am not matched with a Mentee during this School Year I agree to serve as a resource for Mentees within my building/ department by sharing or demonstrating models of best practice.

\_\_\_\_\_  
Signature Date

Reflection of Experience: Staff members' thoughts about the Mentorship experience.

Asst Supt of Elementary Education/Secondary Education Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT J

## LIVERPOOL CENTRAL SCHOOL DISTRICT PERFORMANCE APPRAISAL NON-INSTRUCTIONAL

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_ TYPE OF REVIEW: ANNUAL \_\_\_\_\_ RE-REVIEW \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

ATTENDANCE RECORD DURING THE REVIEW PERIOD: TARDY (# of times) \_\_\_\_\_ LEAVE OF ABSENCE (w/o pay) \_\_\_\_\_

PERSONAL DAYS \_\_\_\_\_ SICK DAYS \_\_\_\_\_

RATING KEY: P = Poor F = Fair S = Satisfactory G = Good E = Excellent

<b>FACTORS FOR REVIEW</b>	<b>P</b>	<b>F</b>	<b>S</b>	<b>G</b>	<b>E</b>	<b>SUPPORTING COMMENTS</b>
<b>SKILL AND KNOWLEDGE</b> Extent of theoretical knowledge, practical know-how and demonstrated skill as related to job requirements.						
<b>PRODUCTIVITY</b> Quantity of acceptable work produced.  Quality of acceptable work produced.						
<b>DEPENDABILITY</b> Observance to rules, absence of time wasting activities, attendance record, ability to follow directions, success in meeting deadlines, required supervision						
<b>INITIATIVE AND WORK EFFORT</b> Involvement and resourcefulness in seeking and accomplishing necessary work, skill in overcoming material and equipment defects, performs additional duties.						
<b>JUDGMENT</b> Reasoning and thought exercised in carrying out work assignments, ability to interpret directions, effective organization of work, self-control, action in emergencies.						
<b>RESPONSIBILITY</b> Care exercised in the use of materials, tools, and equipment, willing to assume or accept responsibility.						
<b>COOPERATION</b> Works effectively with others, accepts assignments, lends a hand.						
<b>SAFETY AND HOUSEKEEPING</b> Practice of safe work habits.						

**OVERALL REVIEW**

**P F S G E**

RE-REVIEW DATE \_\_\_\_\_

Per Form F#1 p1  
Retyped 9/7/94

**EXHIBIT J**

A. STRENGTHS:

B. WEAKNESSES:

C. AREAS IMPROVED SINCE LAST APPRAISAL:

D. AREAS OF IMPROVEMENT THE APPRAISEE WILL BE CONCENTRATING ON PRIOR TO THE NEXT EVALUATION PERIOD:

APPRAISAL PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPRAISAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPRAISAL REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT K**

**NOTICE OF ELECTION TO RETIRE**

TO: The Board of Education  
Liverpool Central School District

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

The undersigned hereby certifies:

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

DATE: \_\_\_\_\_  
Signature

ACCEPTED  
BOARD OF EDUCATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## ULFA INDEX

<u>ITEM</u>	<u>PAGE</u>	<u>ITEM</u>	<u>PAGE</u>
Academic Focus Program	36	Health Insurance	30
Academic Leave	10	HMO's	30
Academic Transition Program	52	IEP's/Individual Educational Plans	28
Additional Employment	3	Insurance, Health, Medical	30
Affected Building	24	Insurance, Interrupted Coverage	31
Agency Fee	30	Insurance, On Leave Without Pay	31
Agreement, Entire	39	Insurance, Retirees/Surviving Spouses	32
Agreement, Term	39	Interview, Final	21
Association Release Time	29	Job Corps Leave	10
Association Rights	29	Jury Duty	6
Attendance Transmittal Form	63	Labor Management Committee	38
Board Minutes	29	Layoff & Recall, School Nurse/Therapist	21
Board Policies	29	Leave With Pay	3
Budget Reports	29	Leave Without Pay	9
Building Closings	27	Leave Without Pay, Intent to Return	12
Child Bearing Leave	9	Leave Without Pay, Maximum	12
Class Size	22	Leave, Academic	10
Classroom Observation Report	17	Leave, Disability	3
Classroom Observation Report Form	65	Leave, Emergency	6
Coaching Classification Schedule	49	Leave, Exchange Teaching	10
Coaching Following Retirement	3	Leave, Job Corps, Peace Corps	10
Code of Ethics	60	Leave, Other	10
Compensation (see salary)		Leave, Parental, Nurses/Therapists	9
Compensation	2	Leave, Teachers	9
Conference Attendance	5	Leave, Personal Business	6
Continued Employment Decision	21	Leave, Sabbatical	7
Covert Monitoring	17	Leave, Sick	3
Curriculum Development	28	Leave, Special 2-Year	11
Decision for Continued Employment	21	Leave, Teacher Corps	10
Definitions	1	Matters Not Covered	37
Dental Insurance	31	Medical Examination	30
Department Chairpersons	56	Mentoring Program	43
Direct Deposit, Payroll	3	Mentoring Program Form	71
Disability Leave	3	Mileage Allowance	37
Duties, Performance of	21	Military Service Credit	2
Duty Free Period	28	Non-Elective Employer Contribution	58
Emergency Closings	22	Non-Resident Tuition Waiver	38
Emergency Leave	6	NYSUT Annual Meeting	29
Ethics, Code	60	Other Leave	6
Evaluation	18	Parental Leave	9
Exchange Teaching Leave	10	Payroll Deductions	38
Faculty Room	23	Payroll, Direct Deposit	3
Fair Practice	1	Peace Corps Leave	10
Final Interview	21	Performance Appraisal, Non-Instructional	72
Financial Reports	29	Performance, Correctable	21
Fiscal Year	1	Personal Business Leave	6
Flexible Benefit Spending Plan	32	Personnel File	16
Full-Time Teacher	1	Planning Period	29
Grievance Form	64	Policies	29
Grievance Procedure	12	Prior Service Salary credit	2
Grievance Procedure, Arbitration	16	Probationary Teachers	18
Grievance Procedure, Procedures	13	Professional Development Grants	19
Grievance Procedure, Stages, Time Limits	14	Professional Development-Teachers	19

## ULFA INDEX

<u>ITEM</u>	<u>PAGE</u>	<u>ITEM</u>	<u>PAGE</u>
Promotion	23	Supervision, Nurses/Therapists	17
Recognition & Fair Practice	1	Supervision, Teachers	16
Reduction in force, Teachers	24	Supervisory report	17
Regular Substitute Teacher	1	Supervisory Report Form/Instructional	67
Reimbursement, Personal Losses	37	Supervisory report Form/Non-Instructional	72
Retiree Insurance	32	Supplemental Employment	3
Retirement, District Incentive	34	Teacher Assignment	23
Retirement, Nurses/Therapists	34	Teacher Corps Leave	10
Retirement, Teachers	33	Teacher Salary Schedule	40
Retirement, Notice of Intent	74	Teachers' Room	23
Sabbatical Leave	7	Teaching Load	28
Salary, Advanced Degree, Teachers	41	Tenure Recommendation/Appointment	18
Salary, Advanced Degree, Psychologist	45	Termination, School Nurse/Therapist	21
Salary, Annual Increment (non-automatic)	41	Transfer, Voluntary/Involuntary	24
Salary, Annual Increment, Teachers	41	Tuition Waiver, Non-Resident	38
Salary, Athletic Trainer	57	Visiting Days	6
Salary, CST Chair	43	Work Day	23
Salary, CSE/Vacation Periods	43	Work Year	61
Salary, Curriculum Development	43	Working Conditions	22
Salary, Department Chairpersons	56		
Salary, Guidance Counselor Schedule	48		
Salary, Home Instruction	42		
Salary, In-Service Education	43		
Salary, Longevity Stipend, Nurses	47		
Salary, Longevity Stipend, Psychologists	45		
Salary, Longevity Stipend, Teachers	42		
Salary, National board Certification	43		
Salary, Off-Step, Psychologists	46		
Salary, Off-Step, Teachers	42		
Salary, Prior Service Credit	2		
Salary, Psychologist, 11-month	46		
Salary, Psychologist, New Hires	46		
Salary, SAT Preparation	43		
Salary, Saturday Morning Suspension	43		
Salary Schedule, Clubs/Organizations	52		
Salary Schedule, Coaches	49		
Salary Schedule, Nurses	47		
Salary Schedule, Psychologists	45		
Salary Schedule, Teachers	40		
Salary, Summer School teachers	55		
School Closings	22		
School Day, Teacher	23		
School Nurse	1		
School Nurse Salary Schedule	47		
School Psychologist Salary Schedule	45		
School Year	1		
Self-Directed Professional Plan	68		
Sick Leave	3		
Sick Leave Bank	4		
Staff Development Plan	70		
Staff List	29		
Step for Step Credit	2		
Suggestions for Improvement	19		



