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#### Contract Database Metadata Elements

Title: **Lancaster Central School District and Lancaster Central Teachers Association (2009) (MOA)**

Employer Name: **Lancaster Central School District**

Union: **Lancaster Central Teachers Association**

Local: **N/A**

Effective Date: **09/01/2009**

Expiration Date: **08/31/2014**

PERB ID Number: **5439**

Unit Size:

Number of Pages: **92**

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# **AGREEMENT**

*BETWEEN*

**THE SUPERINTENDENT**

*OF THE*

**LANCASTER CENTRAL SCHOOL DISTRICT**

*AND THE*

**LANCASTER CENTRAL TEACHERS ASSOCIATION, INC.**

---

**Begins: September 1, 2009**

**Ends: August 31, 2014**

*This Agreement is the successor to the 2006-2009 Agreement.*

## **NEGOTIATION TEAMS**

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## **PREAMBLE**

This Agreement is between the Superintendent of the Lancaster Central School District (“District”) and the Lancaster Central Teachers Association, Inc. (“Association”).

## **ARTICLE 1**

### **CONCERNING THIS AGREEMENT**

#### **1.1 Definitions, Duration, Copies**

1.1.1 As used in this Agreement:

- (1) “Agreement” means this Agreement, any amendments made to this Agreement during its term as set forth in paragraph 1.1.2, and any Appendix attached to this Agreement.
- (2) “District” means the Lancaster Central School District.
- (3) “Association” means the Lancaster Central Teachers Association, Inc.
- (4) “Board” means the Board of Education of the District.
- (5) “Superintendent” means the District’s Superintendent of Schools.
- (6) “Teacher” means any person in the negotiating unit defined in paragraph 2.1.1.
- (7) “Administration” means all personnel eligible to be represented by the Administrative Negotiating Unit.

1.1.2 This Agreement shall be effective as of September 1, 2009 and shall continue in effect through August 31, 2014.

1.1.3 Copies of this Agreement shall be prepared at the expense of the District and given to all teachers now employed and hereafter employed, within a reasonable period of time after the close of negotiations and before the opening of school. Official signed copies of this Agreement are on file with:

- (1) President, Board of Education.
- (2) President, Lancaster Central School Teachers Association, Inc.
- (3) Superintendent of Schools

## **1.2 Legal Effect**

- 1.2.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
- 1.2.2 If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 1.2.3 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 1.2.4 The District shall take no action in violation of, or inconsistent with, any provisions of this Agreement.
- 1.2.5 Existing Board policies, instructions, or handbooks shall in no way limit the rights granted teachers in this Agreement. Any portion of the existing documents that are inconsistent with this Agreement shall be ineffective unless modified to correct the inconsistency.
- 1.2.6 Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which is covered by the terms of this Agreement and which has been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.
- 1.2.7 In this Agreement, a term used in one gender also includes the other gender.
- 1.2.8 This Agreement constitutes the entire and complete record of the binding commitments between the Association and the District. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is in writing and has been signed by duly authorized representatives of the Association and the District on or after the execution date of this Agreement.

## **1.3 Amendments, Negotiations**

- 1.3.1 This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written

amendment to this Agreement signed on or after the execution date of this agreement.

- 1.3.2 The District and the Association each waive the right to insist on negotiation of any matter whether contained in this Agreement or not, during the term of this Agreement, but this shall not be construed to prohibit negotiations with respect to a successor to this Agreement in accordance with the succeeding paragraphs of this section 1.3.
- 1.3.3 If either party desires to negotiate a new agreement to succeed this Agreement after the end of its term, it shall give written notice to the other party not later than the day of the first regularly scheduled Board meeting in January of the final school year of this Agreement.
- 1.3.4 Not later than March 1st of the final school year of this Agreement, the parties shall simultaneously exchange their respective written proposals for a successor agreement which shall be in the form of additions to, deletions from, or other specific modifications of the provisions set forth in this Agreement. At the same time, the parties shall exchange the names of their respective negotiations representatives and the addresses and telephone numbers of their respective chief spokesmen. After such exchange of proposals, neither party shall have the right to insist upon the negotiation of any new item, but the parties may mutually agree to negotiate a new item.
- 1.3.5 Not later than April 1st of the final school year of this Agreement, the parties shall hold the first negotiations meeting unless the parties agree on a later date. Before adjourning the first negotiations meeting and as the first order of business at each succeeding meeting, the parties shall agree upon the date, time and place of one or more further meetings, but this shall not preclude the parties from mutually agreeing to alter such meeting schedule nor preclude either party from canceling a meeting.
- 1.3.6 As tentative agreement is reached on particular items, such agreement shall be reduced to writing, marked "agreed", dated and initialed by the chief spokesmen of the parties as evidence of such tentative agreement.
- 1.3.7 Upon reasonable notice from the Association's chief spokesman to the District's chief spokesman, the District shall furnish to the Association all available District information pertinent to the issue(s) under consideration.



## ARTICLE 2

### DISTRICT-ASSOCIATION RELATIONS

#### **2.1 Recognition**

2.1.1 The Board has recognized the Association as the exclusive representative, for purposes of collective negotiations and the administration of grievances arising under this Agreement, of all certified, probationary and tenured, professional employees, interim subs, teacher assistants and those teachers on a preferred eligibility list of the District except the Superintendent of Schools, all assistant superintendents, principals, assistant principals, directors, curriculum coordinators, administrative assistants, and all employees represented by LASP.

2.1.2 Such recognition is hereby extended for the maximum period permitted by law.

#### **2.2 Information**

2.2.1 The parties shall make available to each other, upon request, any information, statistics and records which are needed for negotiations or the proper administration or enforcement of this Agreement. Reasonable time shall be allowed for the preparation of this information.

2.2.2 The District shall deliver to the President of the Association a copy of the agenda of each meeting of the Board of Education and a copy of the Board packet, exclusive of confidential information, in advance of the day of the meeting.

2.2.3 The Association shall receive copies of all negotiated agreements with employees negotiated by the District.

#### **2.3 Facilities**

2.3.1 The Association and its representatives shall have the privilege, upon request, to use school buildings at reasonable hours for meetings.

2.3.2 The Association shall have the privilege to use school facilities and equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

(a) The Association shall have the privilege to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association shall furnish one copy of each notice to be posted (i) in particular buildings only, to the principal of each such building, and (ii) in all buildings, to the principal of each building and to the Superintendent.

- (b) The Association may use the pony mail service and teacher mail boxes for communications to teachers. The Association shall furnish one copy of each item to be sent through the pony mail service and/or teacher mailboxes (i) to a teacher or teachers in particular buildings only, to the principal of each such building, and (ii) to all teachers, to the principal of each building and to the Superintendent.
- (c) Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of the meetings.
- (d) No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the association, either on or off school premises.

2.3.3 When space is available, a work area for the Association President will be provided in his building. An extension telephone will be installed at Association expense in this work space.

## 2.4 Meetings

- 2.4.1 The principal and if desired his associates, (such as assistant principals, curriculum staff, pupil personnel services, etc.) of each school shall meet at least once a month by mutual consent with the Association Building Committee to discuss school operations and questions relating to the implementation of this Agreement. These meetings shall not interfere with classroom instruction time and shall be conducted, wherever possible, during the regular school day. Unless mutually agreed upon, the meeting shall not result in the loss of the teacher members' preparation periods. The Association Building Committee shall consist of the elected Building Representatives from that building. Proposed changes in existing policies and procedures and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings, it being understood that such policies adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.
- 2.4.2 The Superintendent shall meet at a mutually agreed upon time with representatives of the Association upon request of either party to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.
- 2.4.3 Whenever members of the negotiating unit, including Association Representatives, are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss in pay or leave.
- 2.4.4 The Association shall be given a seat at all Board meetings and shall receive an agenda of the meeting at the same time as it is received by the Board members.

Upon request, the Association shall be given a place on the agenda of all regular meetings of the Board for reports and announcements. The District shall receive an agenda of all Association Representative Council meetings at the same time the agenda is received by members of that body and shall also receive an agenda, if any, for meetings of the Association's Executive Committee and general membership at the same time as such is received by members of those bodies.

2.4.5 Upon request, the Association shall be given a place on the agenda of building faculty meetings for reports and announcements.

2.4.6 The Association shall be given upon request, a place on the agenda of the Orientation Program for new teachers.

## **2.5 Dues Deductions**

2.5.1 The District agrees to deduct from the salaries of its employees dues for the Association and its affiliated organizations, provided said employees individually and voluntarily authorize the District to make such deductions. Dues deduction authorization shall be made on a form provided by the New York State United Teachers. The District further agrees to promptly transmit the monies to the Association.

2.5.2 Dues deductions will continue in effect unless revoked in writing, delivered or mailed to the Business Office of the District, with a copy to the Association. Membership in the Association and New York State United Teachers shall be a prerequisite to dues deduction for any other organization. It is understood that all membership dues deductions shall appear as a single item on the check stub.

2.5.3 Deductions referred to above shall be made in the following manner: The total annual membership dues shall be deducted in 10 equal installments beginning with the first pay period in October. No later than 10 working days prior to the first scheduled paychecks in October, the Association shall provide the District with a list and the original signed payroll deduction authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.

2.5.4 Additional authorizations submitted at least ten (10) working days prior to any regularly scheduled pay date shall be honored. These deductions shall be made according to a schedule agreed upon by the Assistant Superintendent for Business and the Association Treasurer.

2.5.5 Effective immediately, the District agrees to deduct from the salaries of members of the negotiating unit who are not members of the Association, agency fees equivalent to the dues levied by the Association and shall transmit such fees promptly to the Association following the same procedures as apply to dues deduction. The Association shall give the District a written list of the

names of the non-members at least five (5) working days prior to the first deduction of such fees.

- 2.5.6 The District agrees to deduct from the salaries of those teachers who choose, a voluntary contribution to VOTE/COPE.
- 2.5.7 Any adjustments due teachers or the affiliated organizations shall be the responsibility of the Association. Any further administrative details pertaining to this section 2.5 will be determined by the Association Treasurer and the Assistant Superintendent for Business. The Association shall transmit amounts to each organization for which deductions have been made.
- 2.5.8 The Association shall hold the District harmless against all claims, demands and liabilities arising out of the operation of the provisions of this section 2.5 except for claims, demands and liabilities for monies not yet transmitted to the Association.

## **2.6 Other Matters**

- 2.6.1 The Board will create teacher committees, councils, and other teacher groups cooperatively with the Association.
- 2.6.2 Duly authorized representatives of the Association shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.
- 2.6.3 The District shall permit the President of the Association or his designated representative five (5) paid teaching days of his choice per year to carry out business. This may be extended at the discretion of the Superintendent. The President of the Association shall be allowed to visit schools, to investigate working conditions, teacher complaints or problems, or for other purposes related to Association affairs when such visits do not interfere with normal instruction in the school. Upon the President's arrival, he will make his presence known to the Principal or in his absence the acting administrator.
- 2.6.4 The President of the Teachers Association will have one duty-free period or approximate time per day to conduct Association business. This may be waived at the discretion of the President of the Association. Whenever the Association President is assigned to the Middle School or to the High School, said President will be relieved of homeroom duty.

## **ARTICLE 3**

### **GRIEVANCES**

- 3.1.1 WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its teachers 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 through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its teachers 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.
- 3.1.2 A grievance is: a claim by any teacher or group of teachers in the negotiating unit based on any event or condition affecting their welfare which has direct bearing upon the terms and conditions of employment covered by this Agreement, or any claimed violation, misinterpretation, misapplication or inequitable application of law or rules and regulations having the force of law.
- 3.1.3 The term Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
- 3.1.4 Aggrieved party shall mean any teacher or group of teachers filing a grievance.
- 3.1.5 Party in interest shall mean the Grievance Committee of the Association. The Grievance Committee is the committee created and constituted by the Association.

### **3.2 General Rules**

- 3.2.1 A written grievance must be submitted and answered on the form set forth in Appendix A of this Agreement. The Superintendent shall have grievance forms printed and distributed so as to facilitate the operation of the grievance procedure. A copy of the grievance form is attached to the Agreement as Appendix A.
- 3.2.2 Except for informal decisions at Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the teacher and the Association.
- 3.2.3 If a grievance affects a group of teachers and appears to be associated with system wide policies, it may be submitted by the Association directly at stage 2.

- 3.2.4 The preparation and processing of grievances, insofar as practicable, shall not be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.2.5 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 alleged grievance. Information from the personnel file of the aggrieved party may be released only upon receipt of written permission of said person.
- 3.2.6 An aggrieved party may be represented at his own expense by outside counsel approved by the Association at all steps of the grievance procedure except Stage 1 and shall also have the right to call witnesses on his own behalf and cross-examine all witnesses called against him.
- 3.2.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reasons of such grievance or participation therein.
- 3.2.8 Nothing contained herein will be construed as limiting the right of any teacher 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, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party 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. A written statement of the adjustment or decision shall be signed by the District and the grievant.
- 3.2.9 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers 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.
- 3.2.10 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher or the Association to pursue any legal remedies available in any other form.

3.2.11 (a) Nothing regarding the APPR language or APPR/TIP Appeal Procedure set forth in Appendix F, negotiated pursuant to Chapter 103 of the Laws of 2010 and any amendments thereto and regulations promulgated thereunder, or any classroom observations set forth in section 6.6.3, shall be grievable under this Article 3, (but the parties retain the past practice of teachers being able to submit rebuttals to formal observation reports conducted pursuant to section 6.6.3 if they so choose). The LCTA and District intend and agree that any and all matters pertaining to the APPR/TIP process and formal observation report in section 6.6.3 shall not be subject to the contractual grievance/arbitration procedure.

(b) The only thing that is not grievable under section 6.6 is the contents of the observation report; everything else in section 6.6.3 is grievable.

### **3.3 Time Limits**

3.3.1 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. Such time limits shall be extended in cases of normal sickness and official absence in accordance with present practice. In any case, neither party shall unreasonably withhold consent to a request for an extension.

3.3.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within fifteen (15) school days after the teacher knows or should have known of the act or condition on which the grievance is based.

3.3.3 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.

3.3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his 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.

3.3.5 This grievance procedure is to be in effect for the entire length of this Agreement. During a summer recess, "school days" shall mean (for the purpose of this grievance procedure) any day except a Saturday, Sunday, Independence Day or Labor Day.

### **3.4 Procedure**

#### **3.4.1 Stage 1: Supervisor**

- (a) A teacher having a grievance will discuss it with his supervisor directly and may have an Association observer at this step in the proceedings and at every other to follow. The teacher may waive this requirement at his discretion. The supervisor may also have an observer present. The teacher may also act through a representative with the object of resolving the matter informally. It is understood that all material and statements pertaining to the decision at this stage will have been brought out as part of the complete record. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor not earlier than the day after the conference with the supervisor. Within two (2) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his representative and the Association.

3.4.2 **Stage 2: Superintendent**

- (a) If the teacher 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 teacher shall, within five (5) school days of receiving the written decision, present the grievance to the Association's Grievance Committee for its consideration.
- (b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) calendar days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal to all persons concerned.
- (c) Within five (5) school days after receipt of the appeal, the superintendent or his duly authorized representative, shall hold a hearing with the teacher and any other representatives the teacher or Superintendent find desirable to appear with them and the Grievance Committee.
- (d) The Superintendent shall render a decision in writing to the teacher, the Grievance Committee and its representatives within three (3) school days after the conclusion of the hearing.



3.4.3 **Stage 3: Board**

- (a) If the teacher 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 five (5) 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.
- (b) Within fifteen (15) calendar days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Executive session means that Board members and those persons who are part of or witnesses to the grievance in question shall be present.
- (c) Within three (3) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

3.4.4 **Stage 4: Arbitration**

- (a) If the teacher and the 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 delivered to the Clerk of the Board not later than the tenth calendar day after the day on which the teacher received the decision at stage 3.
- (b) To initiate arbitration, the Association shall send a written demand to the American Arbitration Association (“AAA”) which specifically identifies the grievance and requests the AAA to send to each party a list of fifteen names of arbitrators. Each party shall return its copy of the list to the AAA in the time and manner required by the AAA Rules. The AAA shall name the arbitrator most preferred by the parties, but if the AAA determines that no mutual selection has been made from the list, it shall send a second list of fifteen names to each party and the same procedure will be followed. If the AAA determines that no mutual selection has been made from the second list, it shall name the arbitrator.
- (c) The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that such Rules do not conflict with the provisions of this Agreement.
- (d) The arbitrator’s decision shall be final and binding on the parties and the teachers.

- (e) The fees and expenses of the arbitrator shall be divided equally between the District and the Association. All other costs shall be borne by the party which incurred them.

## ARTICLE 4

### SCHEDULES AND ASSIGNMENTS

#### 4.1 General

- 4.1.1 Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall be assigned, except temporarily and for good cause, within the scope of their teaching certification. Before the master schedule is prepared, teachers shall have the opportunity to express a desire for the subject area or grade level as they wish to teach. It shall not be a violation of this paragraph to assign a teacher outside his area of certification when the assignment results from the abolition of positions pursuant to the Education Law.
- 4.1.2 Under normal circumstances, all teachers shall be given written notice of their anticipated teaching responsibilities for the forthcoming year no later than the last day of school. It is understood that teachers will be notified of any changes in their teaching responsibilities as set forth in that written notice within a reasonable period of time after the change becomes known.
  - (a) Elementary Teachers: notification to include grade level and reading levels. It is understood that all elementary school teachers be notified, prior to requisition deadlines, of any then known changes in their teaching responsibilities.
  - (b) Middle School Teachers: notification to include subject, grade level and team.
  - (c) High School Teachers: notification to include subject and level.
- 4.1.3 Whenever possible, the number of different levels or preparations shall be limited to two (2) unless waived by written permission of the teacher.
- 4.1.4 Split classes shall be eliminated whenever possible.
- 4.1.5 The Association recognizes its responsibility to work with the administration in the promotion of good citizenship among pupils. The Association accepts the responsibility of supervision of pupils. The District recognizes the responsibility of the administration to support the teachers in the supervision of pupils.

- 4.1.6 Teachers shall in no way be penalized for refusing to consent to extra classroom duties (except study halls, homeroom, corridor duty, and cafeteria at the secondary level).
- 4.1.7 Teachers recognize the educational value of student participation in assembly programs. In September, a committee consisting of the principal and at least four (4) teachers elected by the teachers of the building from among volunteers will meet to schedule a series of voluntary programs. These programs will provide elementary students opportunities to participate. The committee will be co-chaired by the principal and a teacher elected by the committee members. Teacher participation in assembly programs will be on a voluntary basis.
- 4.1.8 In the event of the absence of a teacher, it is the responsibility of the administration to see that a substitute is provided. Classes shall not be divided or reassigned to teachers with regularly assigned duties except when no substitute can be secured.
- 4.1.9 A current master schedule for each school shall be posted or shall otherwise be made available to all teachers.

## **4.2 Secondary**

- 4.2.1 The weekly teaching load for secondary teachers shall be twenty-five (25) teaching periods of no more than forty-five (45) minutes in the regular schedule and five (5) supervisory periods. The limitation of twenty-five teaching periods may be waived by written permission of the teacher. Supervisory assignments other than normal extra-classroom duties may consist of study halls, homeroom, corridor duty and cafeteria. Teachers shall not be assigned to any other supervision of students without their written consent.
- 4.2.2 Upon request of the District, up to two (2) teachers in each department may accept in writing an additional five (5) teaching periods per week for which the teacher will be paid a stipend equal to Level VII of Schedule D for each semester.
- 4.2.3 Student assistance is a professional responsibility of all teachers. Toward fulfillment of that responsibility at the secondary level, the District may designate a time for student assistance in accordance with the following requirements: (a) The time shall be not less than twenty (20) minutes and shall be within the teacher workday but before or after the regular instructional schedule. (b) This time shall be primarily for work with students other than regular teaching and may include, but is not limited to, clinic time, individual or small group help for students, and low intensity academic intervention services as defined in the District's 2001-02 (Updated October 2002) Academic Intervention Services Plan (with the frequency of service not to exceed once per week for each student). Teachers also may be assigned to supervise students

during this time. This time will also be used for meetings and conferences scheduled and/or approved by the administration. (c) Students with whom teachers will work during this time may be assigned to the teacher, may come at the request of the teacher or may come to the teacher on their own; provided that the assignment of students to teachers during this time shall be rotated or spread amongst the teachers in a content area in a manner consistent with the educational objective of the assignment. (d) During this time, each secondary teacher shall be present in a designated location unless the teacher is involved in a meeting or conference scheduled and/or approved by the administration.

### **4.3 Elementary**

- 4.3.1 Each elementary school teacher, whether he is a classroom teacher or a specialist, will be provided with a minimum of thirty (30) minutes during the instructional day as an unassigned period (but not less than 265 minutes per week) in addition to a duty-free lunch period. This unassigned period shall be free from instructional and/or supervisory duty.
- 4.3.2 At the elementary level assignments other than classroom duties shall be on a voluntary basis. Teachers shall not be assigned to those duties without their written consent. Cafeteria duty shall not be part of this assignment.

### **4.4 Special**

- 4.4.1 K-12 department chairman and the combined Middle School and High School chairman: weekly work load shall not exceed twenty (20) assigned periods of teaching. Building chairman (Middle School and High School): work load shall not exceed twenty-five (25) assigned periods of teaching. (The twenty-five (25) assigned periods for High School Chairman and/or Middle School Chairman shall revert to twenty (20) periods if the District changes back to an 8-period day at the High School and/or the Middle School.)
- 4.4.2 The chairman of guidance shall have a reduced counseling load.
- 4.4.3 The parties agree that there cannot be fixed staffing ratios for support positions such as speech therapists and psychologists. However, the District will make a reasonable, good faith effort to maintain ratios consistent with State recommendations, unless the District determines that doing so is inconsistent with its available financial resources and/or a change in the manner in which these services are to be delivered.
- 4.4.4 The class schedules for special teachers at the elementary level (music, art, physical education, etc.) shall be established by the administration after consultation with the special teachers. Special teachers' tentative schedules shall be available for inspection not later than August 15th.

- 4.4.5 Each special education teacher will be provided two days of released time from students in which the teacher is required to prepare individualized education plans (IEPs) for his students. This time is to be used to prepare the IEPs and/or to hold IEP conferences with the parents of the students involved. The days scheduled for released time shall be established by mutual agreement of the special education teacher and Director of Special Education in consultation with the appropriate building principal.

## **ARTICLE 5**

### **WORK DAY AND YEAR**

#### **5.1 Work Day**

- 5.1.1 It is understood that all teachers will accept their professional responsibilities at all times. This professional responsibility is defined as faculty meetings, department meetings, grade level meetings, parent conferences, student conferences and when otherwise requested for emergency situations. Three (3) calendar days advance notice will be given of all faculty, department and grade level meetings except when an emergency prevents the giving of such notice. There will be no faculty meetings on Reorganization Day.
- 5.1.2 The teacher work day shall be seven hours and twenty-five minutes long. The teacher work day can be extended for one hour on seven days during the school year, so long as other teacher work days are shortened by an equal amount of time. All such extended days shall be used for in-service workshops arranged by the administration. Teachers shall be given reasonable notice of all such extended days.
- 5.1.3 There shall be no infringement on the one-half hour duty-free lunch period.
- 5.1.4 As part of their professional responsibilities, teachers may be asked to attend a reasonable number of evening meetings related to the instructional program which cannot effectively be held during or immediately after regular instructional hours. Scheduling of such meetings should be in cooperation with the faculty and upon sufficient advance notice. Such meetings may include Graduation, Open House(s) and other instructionally related activities that cannot be handled during the school day.
- (a) K-3 Elementary Buildings: On the day of Open House at the K-3 elementary buildings, students will be dismissed as early as possible (but not to exceed one-half day) as will still permit the day to be counted for state aid. Early dismissal will be subject to express approval being obtained by the District from the Commissioner of Education.

- (b) William Street School: The district may schedule up to three open houses. Teachers assigned to William Street School shall not be required to attend more than one open house per school year. In order to allow teachers time for open house preparation, William Street School students will be dismissed as early as possible on a single school day (but not to exceed one-half day) on or before the earliest scheduled open house date as will still permit the day to be counted for state aid. Early dismissal will be subject to express approval being obtained by the District from the Commissioner of Education. The scheduled early dismissal day will be on a yearly rotation between grades 4, 5 and 6.
- (c) Teachers who choose to attend more than one open house shall be paid based upon the hourly rate on Schedule D. Attendance at more than one open house shall require advance approval by the superintendent.

5.1.5 The starting time of a library media specialist's workday may be advanced so that the library media specialist is to report no more than 50 minutes before the scheduled start time for the assigned building. Priority for the advanced school assignment shall be given to the teacher(s) having longer service to the district when other qualifications are similar. The end of the library media specialist's workday shall be advanced by the same amount of time.

5.1.6 Double Session: The teachers' workday for double sessions shall be 7:00 A.M. to 1:00 P.M. including a half hour lunch period from 12:30 P.M. to 1:00 P.M. for the morning session and 11:45 A.M. to 5:45 P.M. including a half hour lunch period from 11:45 A.M. to 12:15 P.M. for the second session. It is understood that the lunch period for either session, with prior notice, will be used for professional meetings. The library media specialists' and other special teachers' work day shall be the same as the teachers' work day. No teacher shall be assigned to both sessions and/or portion thereof without his written consent. The teachers' day shall consist of no more than seven consecutive periods. No teacher shall be assigned more than five (5) teaching periods per day and/or twenty-five (25) teaching periods per week. Where possible, the work day for a teacher with a split schedule will be no longer than the teacher on the regular shortened session. Class loads and preparations shall be as per this Agreement. Double sessions shall in no way infringe upon, alter or modify any other existing provisions in this Agreement.

## **5.2 Work Year**

5.2.1 The regular work year of teachers will be no longer than 200 days. Teachers required to return after the 200 days shall be paid 1/200th of the current salary step per day.

- 5.2.2 The number of required teacher attendance days shall not exceed 188, at least 5 of which shall be used for conferences, in-service or other activities without students. The teacher calendar for each school year will be set by the District no later than the preceding May 1, after a meeting between designated representatives of the District and the Association. The calendar shall be distributed to all teachers. There shall be no deviation from or change in the teacher calendar except by mutual agreement of the District and the Association.
- 5.2.3 The Wednesday of the last week of school in June shall be a half-day of attendance for elementary pupils and the Thursday of that week shall not be an attendance day for elementary pupils. Nevertheless, elementary teachers shall be in attendance the entire day on both such days and shall use such half-day and day free from students for the purpose of student record-keeping. Notwithstanding the foregoing, the District may require elementary students to attend a full day on either or both of such days if that is required in order to ensure that the District does not fall below the minimum number of aidable days of student attendance required to maintain its eligibility for maximum state aid.

## ARTICLE 6

### PERSONNEL MATTERS

#### 6.1 Hiring Practices

- 6.1.1 The District and the Association have agreed that, whenever possible:
- (a) Only professionally qualified candidates shall be considered for hiring. For regular full-time academic classes as defined in the Commissioner's Regulations, the District agrees to appoint only professionally qualified candidates as defined in the Commissioner's Regulations and applicable law.
  - (b) The District should follow the guidelines set by the Commissioner in regard to teachers with initial/provisional certificates. Each teacher shall hold an initial/provisional New York State Certificate in the area in which he will function. If the certificate is initial/provisional, the teacher must meet professional/permanent certificate requirements within the period stipulated by the New York State Education Department. The District will enforce the Commissioner's Regulations which require that non-certified personnel shall successfully complete not less than six (6) semester hours of approved and appropriate course work each year in order to be eligible for continued employment.

- (c) The Association shall receive, in writing, first notification of all vacancies and new openings. It is the responsibility of the administration to see that such notices shall be posted in every school.
- (d) Notifications of vacancies and openings in areas which are in short supply shall be sent to appropriate colleges and universities.
- (e) No vacancy or opening shall be filled until at least five applicants have been screened. Only professionally qualified candidates shall be considered. In the event less than 5 applicants are received, the said vacancy or opening shall not be filled until after the deadline for the receipt of applications.

6.1.2 Both the District and the Association recognize the desirability of active participation of the Association in the interviewing of candidates for appointment to professional, administrative, and supervisory positions. The President of the Association or his designee will be a member of the committee interviewing all screened candidates. The Principal and Superintendent shall have the final decision in recommending a candidate to the Board for any position. With respect to interviews within the District:

(1) Elementary Schools:

- (a) One posting will be announced for all elementary vacancies which are expected to occur before October 1.
- (b) The building principals shall screen and rate the initial applications.
- (c) Those applicants who are successfully screened will be interviewed by the elementary principals and the Director of Elementary Education. Those persons selected by the interviewers will create a pool of candidates from which the building level interview teams will choose candidates.
- (d) Building level interview teams shall include two teachers during the school year and at least one during the summer, selected by the LCTA, and such other persons as designated by the Building principal. The candidate(s) recommended by the interview team shall be submitted to the Superintendent for his review and/or his recommendation to the Board of Education.
- (e) As vacancies occur during the school year, candidates may be selected from the initial applications and/or a new posting may take place and the procedure outlined above will be followed.



(2) Secondary Schools:

- (a) One posting will be announced for all secondary vacancies that are expected to occur prior to October 1.
- (b) The department chairperson, the building principal and/or the Director of Secondary Education shall screen the initial applications.
- (c) Those applicants who are successfully screened will be interviewed by an interview team. That interview team shall include two teachers during the school year and at least one during the summer, selected by the LCTA from the team and/or department in which the vacancy exists, and such other persons as designated by the building principal.
- (d) The candidate(s) recommended by the interview team shall be submitted to the Superintendent for his review and/or his recommendation to the Board of Education.
- (e) As vacancies occur during the school year, candidates may be selected from the initial applications and/or a new posting may take place and the procedure outlined above will be followed.

6.1.3 No regular vacancy will be filled until the District has reviewed the qualifications of each interim substitute who is in the same tenure area and certification area as the vacancy and has interviewed and has given serious consideration to each such interim substitute who requests an interview.

6.1.4 The District will hire as substitute teachers only those who hold a Bachelor's Degree or are certified to teach in New York State.

6.1.5 An applicant should visit the classroom and the school to which he is assigned before signing his contract.

6.1.6 Other personnel hiring practices shall be determined by the Superintendent.

**6.2 Filling Promotional Vacancies**

6.2.1 Promotional positions are defined as follows: positions not on the basic salary schedule for teachers and/or positions on the administrator supervisory level, including but not limited to: positions as supervisor, director, principal, assistant principal, department head, counselor, coordinator, and head coach.

6.2.2 All appointments to the aforesaid vacancies and openings shall be based on qualifications. They shall be made without regard to age, race, creed, color,

religion, nationality, marital status, or ancestry. However, prior service in the district will be taken into consideration.

- 6.2.3 It is the responsibility of the administration to see that all vacancies in promotional positions shall be posted in every school, clearly setting forth a description of and the qualifications for the position, including the duties and salary. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designated administrator within the time limit specified in the notice.
- 6.2.4 The fifteen (15) day waiting period for the posting of new vacancies is waived during the summer recess. During the summer recess a notice of vacancies shall be sent to all teachers having notified the Superintendent prior to the last day of school of their intent of such a position. The President of the Association will receive notice of all certified personnel vacancies. Teachers who desire to apply for a promotional position for which they meet requirements and which may be filled during the summer vacation period shall submit their names to the Superintendent together with the position or positions they desire to apply for and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and such notification shall set forth a description of and the qualifications for the position including the duties and the salary. Such notice shall be sent as far in advance as practicable, ordinarily twenty-one (21) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the administration office and shall send such list of positions to the Association.
- 6.2.5 Positions of department head shall be filled by teachers qualified in that subject area. These appointments will be annually. Each department will hold a secret ballot election for the purpose of choosing a department and/or building chairman. The two persons receiving the highest number of total votes cast will be submitted to the Superintendent who will select one of the two names submitted. If two names cannot be submitted, no names will be submitted and the Superintendent will be free to select any department member he wishes. If two names cannot be submitted, the superintendent will be so notified. The names of the two and/or the fact that no names are submitted will be forwarded to the Superintendent by May 15.

### **6.3 Filling Other Vacancies**

- 6.3.1 As vacancies occur, the Superintendent shall cause a list of known vacancies which will exist at the start of the following school year to be posted in all school buildings. No later than April 30, teachers may file applications for grade and/or subject assignment or building transfer for vacancies listed on the aforementioned list.
- 6.3.2 The following principles shall be applied in the reassignment or transfer of teachers:
1. Instructional requirements
  2. Individual qualifications
  3. The convenience and wishes of the teacher applicant
  4. Staff availability
  5. Best interest of children
  6. Approval of the principal of the building to which the teacher is to be transferred, or reassigned
- 6.3.3 A teacher declared in excess in one school shall be given preference in filling a comparable position in another school (paragraph herein, notwithstanding).
- 6.3.4 In filling vacancies or openings prior to posting, current district teachers shall be given an opportunity before non-district applicants to apply for vacancies in the same discipline in which they are teaching at the time they apply for said vacancy. When a district teacher applies for a vacancy within his discipline, no interview needs to be conducted unless the principal determines interviews are needed to comply with the evaluation and comparison of qualifications under Paragraph 6.3.2. In the event the transfer becomes a matter of grievance, such transfer shall or shall not be made as the case may be, if the grievance be found meritorious.
- 6.3.5 In filling vacancies or openings, preference shall be given to those teachers requesting a transfer. If more than one teacher applies for such a transfer, priority shall be given to the teacher(s) having longer service to the District when other qualifications are similar. In the event the transfer becomes a matter of grievance, such transfer shall or shall not be made as the case may be, if the grievance be found meritorious.
- 6.3.6 A perfect switch is a voluntary agreement between two teachers in the same building to exchange positions. A perfect switch requires the approval of the building principal. Before a perfect switch can be made, any involuntary transfer(s) pursuant to paragraph 6.3.5 within the same building must be completed. Once that is done, perfect switches may be made. After any perfect

switches have been made, involuntary transfer(s) pursuant to paragraph 6.3.5 of teachers from other buildings will be made.

- 6.3.7 When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the District will be considered, together with instructional requirements and staff availability, in determining which teacher is to be transferred. Whenever such criteria, other than length of service, are equal, the teacher with the least seniority shall be transferred. In the event that a teacher objects to the transfer, the Association will be notified by the teacher and the Superintendent will meet with the representatives of the Association to discuss the proposed transfer. No teacher who is involuntarily transferred shall, by reason thereof, lose his tenure status or be deprived of any other professional advantage.

The following process shall be used for involuntary transfers in the elementary tenure area:

If a section of a grade level is eliminated in a building, then teachers at that grade level will be offered the option of becoming the involuntary transfer according to District seniority. If none of those teachers elects the option, the least senior of those teachers becomes the involuntary transfer. The involuntary transfer will first be offered an opening within the teacher's building. If there are no openings in other elementary buildings, the teacher must accept the opening within his building. If there are one or more openings in one or more other elementary buildings, the teacher has a choice of accepting the opening in his own building or an opening in another elementary building. If there are no openings in the teacher's building, the teacher can elect to (a) assume the assignment of the least senior teacher in his building, causing that teacher to accept an opening in another elementary building, or (b) accept an opening in another elementary building. After involuntary transfers within a building have been made, perfect switches pursuant to paragraph 6.3.4(c) may occur. If an elementary building has an opening which is not filled by the above procedure, the opening will then be offered to teachers in other buildings who are subject to an involuntary transfer. After that process, voluntary transfer requests will be considered pursuant to paragraphs 6.3.2 and 6.3.4, and then new teachers can be hired.

- 6.3.8 If after May 1st a teacher is to be transferred to a new subject, grade or level, the transfer shall be made in writing after a conference with the teacher.

- 6.3.9 Teachers teaching the same grade level or subject shall retain their tenure status in the event of reorganization as provided by State Education Law.

6.3.10 The District will maintain a seniority list and will update it on an annual basis no later than February 1<sup>st</sup>. The seniority tie-breaker for teaching staff is as follows in descending order:

1. Earlier effective date of appointment.
2. Earlier Board appointment date.
3. Prior permanent District service credit not counted toward current seniority.
4. District service credit as an interim substitute teacher not counted toward seniority.
5. District service credit as per diem substitute teacher.
6. Coin toss by the LCTA president.

#### **6.4 Summer School and Evening Positions**

6.4.1 All openings for summer school positions will be adequately publicized in each school building by June 1st and teachers who have applied for such positions will be notified of the action taken regarding the applications as early as possible.

6.4.2 The summer school program is an integral and essential part of the curriculum and educational process of the District. Positions in the summer school program shall, to the extent feasible with due regard for the interests of the school program, be filled by regularly appointed teachers in the District. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the District and frequency of prior application for a summer position. If a summer school class is discontinued once begun, the teacher will be afforded summer employment at a comparable salary for the remainder of the summer session.

6.4.3 All openings for evening school positions will be adequately publicized in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

#### **6.5 Curriculum Related Activity and Athletic Positions**

6.5.1 The Board will consider requests for the establishment of new sports and activities during the budget development process of each school year. Requests to change levels of positions specified on Schedule D shall be submitted in writing to the Assistant Superintendent for Business on or before December 15 of each school year.

- 6.5.2 (a) A committee shall be established annually consisting of 4 members appointed by the District and 4 members appointed by the Association. The purpose of the committee shall be to evaluate requests for level increases or decreases and to determine appropriate level placement for new sports and activities. The committee's recommendations shall be forwarded to the Superintendent and the Association President for approval.
- (b) When a position on Schedule D becomes vacant, the Superintendent may recommend to the Board that the person hired to fill that vacancy be paid a salary one or two levels below that designated in the contract. As long as that person continues in the same position, his salary will automatically increase one level each year until it reaches the contractually designated level.
- 6.5.3 For each school year the District will determine which coaching and advisor positions will be filled and will make annual appointments to those positions. All positions to be filled will be posted, and applications will be available to all teachers (with the explicit understanding that non-teachers also may apply for and hold these positions). The building principal or athletic director (or designee in either case) shall determine for each position whether or not applicants shall be interviewed.
- 6.5.4 The following should be considered in hiring coaches:
- (a) When a teacher applies for a coaching position in another school in the District, the applicant should obtain the recommendation or approval of his principal.
- (b) The head coach shall be consulted as to an applicant's qualifications for an assistant coaching position in that sport in the secondary schools.
- (c) Members of the coaching staff shall be consulted on changes that affect an existing athletic position before recommendations for such changes are made. A changed position must be posted for 15 days before it is filled.
- 6.5.5 Within 45 days of the end of a sport or activity, the coach or advisor shall state in writing whether or not he desires to continue in his position. The coach's or advisor's statement of desire to continue or not continue is not binding on the District with respect to the following year's appointment. If a coach or advisor is not appointed to a position which he held in the previous school year and in which he stated he wished to continue, the teacher may request a meeting with the Athletic Director or Principal, as appropriate, to discuss the reason(s) for that decision.

- 6.5.6 Within 30 days after the conclusion of an activity, the advisor will receive a written evaluation of said activity. After receipt of the evaluation, the advisor shall, within 15 days, indicate his desire to continue or not in his position.
- 6.5.7 The Lancaster Central School District and the Lancaster Central Teachers Association agree that a mentoring program will be conducted for new teachers. "New teachers" are those who hold first-year probationary appointments to K-12 classroom or special area assignments.
- 6.5.8 Mentor Program Steering Committee. The committee members for the duration of this contract will be five administrators representing both district level and elementary and secondary building level; and six teachers, with a minimum of two at elementary level and two at secondary level. The role of the committee will be ongoing for the purpose of program evaluation. Committee members who are represented by the LCTA will receive the hourly contract stipend for attendance at three two-hour meetings and any other meetings that are called due to situations that arise. Each meeting will have a sign-in sheet to verify member attendance.
- 6.5.9 Coordination of the mentoring program. The mentor program will be administered by the Directors of Elementary and Secondary Education who will coordinate the program in conjunction with an Elementary Teacher Coordinator and a Secondary Teacher Coordinator. Both Elementary and Secondary Teacher Coordinators will be recommended to the superintendent for appointment by a vote of the Mentor Steering Committee. The positions shall be posted annually following which appointments will be made. The Mentor Steering Committee will hold a secret ballot election for the purpose of choosing each of these positions. The two persons receiving the highest number of total votes cast for each coordinator position will be submitted to the Superintendent who will select one of the two names submitted. If two names for each coordinator position cannot be submitted, no names will be submitted and the Superintendent will be free to select any LCTA member he wishes. If two names cannot be submitted for each coordinator position, the superintendent will be so notified. The names of the two candidates for each coordinator position and/or the fact that no names are submitted will be forwarded to the Superintendent by May 15. Each of the teacher coordinators will receive \$750 one time for participating in mentor training. Teacher coordinators will meet monthly with the district coordinators. Teacher coordinators will be paid in accordance to Appendix E for the following program-related meetings and activities during the duration of this contract.
1. Meet monthly with the district coordinators to plan and organize workshops, meeting agendas and other necessary activities.
  2. Attend all mentee workshops, including picnic.
  3. Attend all mentor-only meetings.

4. Attend all steering committee meetings.
  5. Attend selection committee meeting.
  6. Be available for consultation with mentors/mentees.
- 6.5.10 Application process for potential mentors. Application will be solicited from the membership of the Lancaster Central Teachers Association. The applications shall be submitted by March 31 and will be screened by a subcommittee of the Mentor Program Steering Committee. A predetermined set of criteria from the steering committee will be used to select new mentors.
- 6.5.11 Training program for mentors. For a total of 30 hours, mentors will receive instruction in a foundational program i.e. one example but not limited to would be Charlotte Danielson's Framework for Teaching. The foundational program will provide the structure for mentoring responsibilities. For this training, each mentor will receive a stipend of \$750.
- 6.5.12 Schedule of mentoring meetings. The mentor and new teacher will meet September through June for twenty (20) hours (approximately two one-hour meetings per month). All mentors and new teachers will attend six hours of prescribed professional development meetings together which have been planned jointly between coordinators and administration; in addition, four additional one-hour mentor-only meetings will be held. For this 30-hour commitment, each mentor will be paid a stipend of \$850. A mentor may accept a second new teacher and be paid an additional stipend of \$850. The mentor will maintain a log of meetings to be submitted for compensation. Logs will be submitted quarterly to the administrative coordinators. Non-attendance at required meetings will result in a reduction of the stipend.
- 6.5.13 Release time for both the mentor and the new teacher. Each will be granted one half-day per quarter for visitation purposes. At least one visitation will take place per semester, the first before the first professional development meeting in the fall. The mentor would visit the new teacher to observe instruction and consult. The new teacher shall visit and observe the mentor or other willing and experienced teachers mutually agreed upon by the mentor, new teacher and building administrators. Mentors and new teachers may make such visitations together.
- 6.5.14 Confidentiality. Confidentiality must be maintained between the mentor and new teacher. Certified administrators and department chairs (evaluators) will address concerns with the new teacher's mentor; however, the mentor may not approach the evaluators about such concerns.
- 6.5.15 In-service credit for new teachers. The new teacher will receive two in-service credits for 30 clock hours of mentoring meetings and new teacher orientation.



They will also receive one in-service credit for the 15-hour Framework training. They will be notified in writing by the Director of Elementary and the Director of Secondary Education about the mentoring program and of their obligation to attend these meetings. The new teacher will maintain a log and reflective journal documenting the dates and content of mentoring meetings and visitations.

## **6.6 Evaluation**

- 6.6.1 The District and the teachers recognize that any program of teacher evaluation is primarily for the improvement of instruction and as such must be constructive in nature. Evaluations are intended to reflect cooperative action between the certified administrator and the staff members being evaluated. Staff members are evaluated, and evaluate themselves. Staff members will be fully apprised of and have the opportunity to discuss any evaluations.
- 6.6.2 All monitoring or observation of the work a teacher does shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- 6.6.3 (a) Not more than 7 school days following any formal observation, the post-observation conference shall be held with the teacher for the purpose of discussing the classroom observation report. The teacher shall be given a copy of the report of the observer's assessment of the observation. No such report shall be submitted to central administration, placed in a teacher's file or otherwise acted upon without a prior conference with the teacher. If, for any reason, a change is to be made in any such report, the teacher will be shown the proposed change.
- (b) All teachers shall have the right to attach to the evaluation a written, dated response to the observation documents or to the Annual Professional Performance Review documents which shall be filed in the teacher's personnel file.
- (c) It is understood by the Association and District that observation documents set forth in section 6.6.3(b) do not have an appeals process and are not grievable under the grievance and arbitration in Article 3, but the parties retain the past practice of teachers being able to submit rebuttals if they so choose.
- 6.6.4 Since teacher evaluation records are reports to the Board and Superintendent, and are used as a basis for making references to other positions of employment, they shall be at all times available to individual teachers and, as of July 1, 1969, shall not contain any new item used in evaluation which has not been signed by

the teacher. This signature does not indicate approval of the contents, but does indicate that the teacher is aware of the presence in the folder.

- 6.6.5 In the event that a teacher is found to be rendering unsatisfactory service, he shall be notified at the time of the finding, but normally no later than April 15. Before a probationary teacher is released from employment, he may appeal to the appropriate Director of Curriculum and Instruction and thereafter to the Superintendent respectively for review.
- 6.6.6 No evaluation or observation shall unduly interfere with the instructional process.
- 6.6.7 All teachers and evaluators shall be briefed in the techniques, criteria, and forms to be used in the Observation and Annual Professional Performance Review process. For an initial implementation of this process or in association with a subsequent change in documents, this will include all staff. After the initial briefing, review and discussion of the process shall apply to new staff.
- 6.6.8 There shall be no formal evaluation of teachers by students or community groups not approved by the Association and Board for the life of this Agreement.
- 6.6.9 Written evaluation/assessment shall be consistent with the process mutually established between the District and the Association. (Appendix F – Observation and Annual Professional Performance Review process)

## **6.7 Discipline, Dismissal**

- 6.7.1 A teacher shall be entitled to have representation of the Association present when he is being formally charged with any infraction of rules or delinquency in professional performance. When a request for such representation is made, no formal action shall be taken with respect to the teacher until such representation of the Association is present.
- 6.7.2 No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in compensation or advantage, including adverse evaluation of teacher performance asserted by the District or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.
- 6.7.3 No teacher, on tenure, shall be relieved of his teaching position without just cause. Any such teacher, upon notification of his dismissal, shall have the right to appeal such action to a fair and impartial hearing, to Association and legal representation, and if he deems necessary, to the final phase of the grievance procedure herein set forth. Final dismissal of such teacher will not become

effective prior to the due process as established herein. The District holds the right to suspend such teacher without pay pending the outcome of the case and agrees to make full restitution of position, pay, and benefits due the teacher if the final disposition of the case rules in his favor.

- 6.7.4 If a teacher is to be disciplined or reprimanded by the District or its agents, a teacher shall be given prior notice if a written record of the proceedings is to be maintained.
- 6.7.5 No action against a teacher shall be taken on the basis of an unsubstantiated complaint by a parent or student, nor any notice thereof shall be included in the teacher's personnel file.

**6.8 Other Personnel Matters**

- 6.8.1 Each teacher's personnel file shall be kept by the District Personnel Office. By appointment, a teacher may review the contents of his own file except pre-employment material. The teacher may be accompanied at his request by an Association representative. The teacher (and his representative, if any) shall date and sign a log indicating that he (they) has (have) reviewed the file contents. The review shall take place in the presence of an administrator. The teacher may submit a written, dated and signed response to any document in his file and such response shall be attached to the document. No document shall be used against a teacher in any dismissal or disciplinary proceeding unless the teacher has seen the document.
- 6.8.2 All communications written by a teacher in the course of his professional duties and marked by the teacher to be of a confidential nature shall not, without his written consent, be disclosed to anyone unless the said disclosure is required by law.

**ARTICLE 7**

**COMPENSATION**

**7.1 Annual Salary**

- 7.1.1 The Teachers' Salary Schedule set forth in Appendix B thereof applies to every teacher covered by this Agreement and specifies his pay for his work year. Every teacher employed in the District as of the effective date of this Agreement shall be placed on the Salary Schedule at the step appropriate for his degree status and creditable years of experience (taking into account all prior salary schedule compression).

- 7.1.2 Upon employment in the District subsequent to the effective date of this Agreement, every teacher shall be placed on the salary schedule at the step appropriate for his:
- (a) degree status, and
  - (b) years of teaching or other acceptable experience. Teachers with experience who are hired for positions in the school system may be allowed full credit for teaching experience up to (8) steps on his educational level, e.g., MA plus 60. Recommendations for placement above the eighth (8th) step shall be at the discretion of the Superintendent. The Superintendent may grant credit up to one-half the number of years of non-teaching employment in a field related to the teaching assignment.
- 7.1.3 Except as otherwise provided in Article 8, in paragraphs 7.1.4, 7.3.10 and 7.3.12 of this Agreement, to qualify for advancement from one step to the next higher step, if any, of the Teacher's Salary Schedule, a teacher must have received salary from the District for at least 100 days in the preceding school year.
- 7.1.4 Military credit of one (1) year shall be granted for twelve (12) months of military service, two (2) years for twenty-one (21) months or more of military service. The maximum credit applicable shall be two (2) years. No partial credits are applicable. Such credit will be granted for service ending on or before October 1, 1975. The Board may grant credit for other periods of military service at Board discretion.
- 7.1.5 The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects. Any teacher who enrolls in a graduate course at an accredited college or university shall receive upon successful completion of such course compensation therefore from the District in accordance with the Salary Schedule. Undergraduate courses must have prior approval of the Superintendent before credit may be granted.
- 7.1.6 In-service credit for pay purposes shall be granted as is paid for graduate college credits. This would be allowed for certain in-service activities and assignments which are considered as valuable as college courses. No credit will be given where extra pay for the activity is granted. Credit will be granted for:
- (a) Every local and area workshop shall be approved by Director of Elementary and Secondary Education. Teachers shall be granted one (1) in-service credit for every fifteen (15) hours at a workshop. Workshops of

fewer than 15 hours may be combined for credit (but the hours for a course may not be split).

15 hrs. - 1 credit

30 hrs. - 2 credits

45 hrs. - 3 credits

(b) Service of one year on any standing committee approved by the Superintendent (e.g., EDC, Study Committees, Student Support Team). Teachers shall receive one credit. Annually, the Superintendent will advise the Association in writing of all Standing Committees approved in advance of the start of the Committee's work.

(c) Such other activities which may develop from time to time and are recommended by the Superintendent and approved by the Board.

7.1.7 Graduate and in-service credit shall be based on the following:

(a) For teachers whose professional certification requires meeting the 175-hour professional development requirement, graduate and in-service credit completed during a fiscal year must be submitted prior to June 1<sup>st</sup> in order for the district to submit mandated reports to NYSED by the June 30<sup>th</sup> deadline for submission.

(b) For teachers whose professional certification does not require meeting the 175-hour professional development requirement, graduate and in-service credit completed during a fiscal year must be submitted prior to July 1<sup>st</sup>.

(c) Graduate and in-service credit payment will begin on the first pay date in November retroactive to September. This will be the only graduate and in-service pay adjustment during the school year except when Masters Degrees are conferred at mid-year. Evidence of such a degree must be submitted by February 15<sup>th</sup> and pay will be retroactive from February 1<sup>st</sup>.

(d) Teachers who earn their Masters Degree prior to a new school year may submit the transcript and receive salary on the Masters schedule retroactive to the beginning of that school year.

(e) Payment shall be at the rate of \$48.00 per credit hour for credits earned on or before June 30, 2011. Payment for graduate and in-service credits earned on or after July 1, 2011 shall be at the rate of \$60.00 per credit hour.

7.1.8 Any teacher who has served at least 15 years continuously in the District, and who intends to retire in the next fiscal year, may elect to have his salary

adjusted for that fiscal year by the addition of an increment of \$1,000. The increment shall be prorated according to the length of employment during that fiscal year. The teacher shall give written notice of his desired retirement date to the Superintendent by March 1st of the fiscal year preceding the year of retirement. The increment will be spread equally over the pay periods for the entire fiscal year and is part of the teacher's normal salary.

**7.2 Differentials**

7.2.1 Annual salary differentials for department and building chairpersons are:

- (a) K-12 Department Chairpersons shall be paid in accordance with Appendix E.
- (b) 7-12 Department Chairpersons shall be paid in accordance with Appendix E.
- (c) Building Chairpersons 7-8, 9-12, in the Science, Social Studies, Math and English Departments shall paid in accordance with Appendix E.

Level I	Level IV
Department Chairs (11 or more)	CITW Teacher Leaders
	7-12 Data Coaches
	Director of Hospitality & Tourism Academy

Level II	Level V
Department Chairs (10 or fewer)	District Science Mentors K-6 Data Coaches
Director of Finance Academy	
Director of Leadership Academy	
Level III	Level VI
Mentor Program Co-Directors	Building Science Mentors
Directors (2) of Visual & Performing Arts Academy	Building Computer Mentors
Director of Health Academy	

- 7.2.2 The number of days worked in the summer by school counselors and psychologists shall be approved in advance by the Superintendent of Schools. Upon the approval by the Superintendent, the summer work schedules for School counselors shall be determined by the Principal and the Counselor on an individual basis and the summer work schedules for the psychologists shall be determined by the Director of Pupil Personnel and the psychologists on an individual basis. Days worked in the summer by school counselors and psychologists shall be paid at the rate of 1/200 of their annual salary. The day shall be equal in length to a regular school day.
- 7.2.3 Advisors of curriculum-related activities shall be paid in accordance with Appendix D. Supervision of after school functions requiring compensation shall be paid in accordance with Appendix D. When admission is charged for the function and receipts are not turned into the general fund, the teacher shall be paid from the receipts.
- 7.2.4 Coaches shall be paid in accordance with Appendix D.
- 7.2.5 Director of Athletics shall be paid in accordance with Appendix D.
- 7.2.6 Assigned extra duties shall be paid at the Per Hour rate in accordance with Appendix D for each hour or teaching period, whichever applies. This rate shall apply when a regular teacher, during an unassigned period, is directed to substitute for an absent teacher.

- 7.2.7 Teachers involved in curriculum writing and revision shall be paid at the Per Hour rate in accordance with Appendix D.
- 7.2.8 Any teacher involved in the presentation, preparation, and/or leadership of programs for teacher in-service will be paid in accordance with Appendix D.
- 7.2.9 Salary Schedule for Summer School:
- (a) Secondary Classroom Teachers - Per hour rate specified in Appendix D maximum of 72 hours per class.
  - (b) Driver Education - \$672 per class.
  - (c) Study Hall Teachers - \$564.
  - (d) Elementary Classroom Teachers - Per hour rate specified in Appendix D maximum of 81.5 hours per session.
- 7.2.10 The detention supervisors at secondary schools shall be paid in accordance with Appendix D. Detention supervisors at each of the elementary buildings shall be paid at the Per Hour rate in accordance with Appendix D.
- 7.2.11 The District shall implement the following method of salary payment:
- (a) The first paycheck shall represent payment for the number of days each teacher worked in the first week of school at the teacher's daily rate (1/200<sup>th</sup> of annual salary) and shall be paid on the last teacher work day of the first week of teacher attendance.
  - (b) Pay dates will be negotiated between the Association and the District annually to comply with the agreed upon calendar and to provide two payment schedules (bi-weekly or deferred bi-weekly), (in addition to the check called for in subparagraph (a) above and (d) below) paid every other week commencing the date that coincides with the approved District's payroll schedule when two full weeks of work are completed.
  - (c) Optional Plan:
    - (1) The deferred salaries shall be dated and received on the last teacher day and paid in accordance with the pay schedule in Section 7.2.11(b).
    - (2) The following stipulations shall apply:
      - (i) Present teachers and newly hired teachers are to elect either plan and notify the District before June 30 of each year.



- (ii) Teachers hired between July 1 and August 15 will make their choice at the time they are hired.
  - (iii) Any teacher appointed in the system after August 15 shall be paid under the terms of plan (a) only, for that year.
  - (iv) An option once taken may not be revoked after August 15, until the following year.
- (d) Depending on the District calendar and payroll schedule, one additional check representing one week's work may be paid before the first regular bi-weekly check is issued.

7.2.12 Payments for extra-curricular positions as listed in Appendix D for which a staff member receives a salary notice will be made in accordance with the following procedure:

- (1) The salaries will be paid on seven "separate" payrolls, with the dates to coincide with the last payroll in the months listed below:

	<u>Athletic Coaching</u>	<u>Co-Curricular Activities</u>
Fall	September and November	.....
Winter	December and March	January
Spring	April and June	June

- (2) One payment for the attendance bonus, based on paragraph 7.3.17 will be scheduled on the separate payroll date in June. Only the required deductions will be taken: Federal/State withholdings, social security, and contributions to the Teachers' Retirement System.
- (3) The withholding taxes will be based on the "bi-weekly" tax tables, with consideration given to single/married status and number of exemptions claimed on the W-4.
- (4) No deviations or other options will be made on the above separate salary payrolls.
- (5) Salaries for continuing education instructors, home teaching positions, or other extra supervisory positions will not be included for payment on the separate payrolls; but the option to have the 20% federal and 5% state straight tax base will continue.

- 7.2.13 The building science mentors and computer mentors shall be paid in accordance with Appendix D. The District-wide elementary science mentor shall be paid in accordance with Appendix D.
- 7.2.14 Teachers providing home instruction shall be paid at the Per Hour rate in accordance with Appendix D.
- 7.2.15 A teacher with 27 years or more of service to the Lancaster School District will receive an annual longevity stipend of \$1,300.
- 7.2.16 Beginning in the 2012-2013 school year, a teacher employed by the Lancaster Central School District during the 2010-2011 school year (July 1, 2010-June 30, 2011) and still employed by the district shall receive the following:
- (a) Teachers who are on steps 1 through 9 between July 1, 2010-June 30, 2011 shall receive a one time payment of \$500 in the year they reach step 10 of the MA Salary Schedule and an additional one time payment of \$500 in the year they reach step 19 of the MA Salary Schedule.
  - (b) Teachers who are on steps 10 through 18 between July 1, 2010-June 30, 2011 shall receive a one time payment of \$1,000 in the year they reach step 19 of the MA Salary Schedule.
  - (c) Teachers who are on steps 19 or above between July 1, 2010-June 30, 2011 are not eligible for this payment.
  - (d) This clause will cease when all employees meeting the above criteria have been compensated.
- 7.2.17 Staff members shall be required to utilize direct deposit for all forms of compensation. Teachers will be issued a hard copy pay stub for each pay period.

### **7.3 Benefits**

- 7.3.1 (a) As of September 1, 2009, the District shall offer self-funded health insurance coverage for eligible and participating unit members. It will retain the Independent Health Corporation or an affiliated company as the third party administrator of its self-funded health insurance program. The District shall offer the same level of health insurance coverage, services and benefits as set forth in the plan summaries for the Independent Health Encompass B1, Encompass D3 and Flexfit plans that are appended hereto.
- (b) The District will self-insure the in-hospital deductible payment for all participants in the plans described in Section 7.3.1(a). Payments

to eligible employees will be made through the Section 105(h) plan.

- (c) If the self-funded plan offered by the District ceases to operate, the District will return to the Independent Health Encompass B1, Encompass D3 and Flexfit plans or to the Independent Health plans in existence that offer comparable benefits. If a coverage provider changes or discontinues any coverage or any part of any coverage described in this paragraph 7.3.1, the District shall then offer the most comparable form of coverage available, which shall be determined upon consultation with the Association.
- (d) District Premium Equivalent Contribution. For each employee who participates in the District’s health benefits plan and elects coverage under section 7.3.1(a), the District shall contribute to the monthly premium equivalent an amount equal to specified percentage of the monthly premium equivalent for the employee’s coverage, single or family as the case may be, for the periods specified below:

2009-10	2010-11	2011-12	2012-13	2013-14
92%	91%(no retro)	Teachers will pay 9% of 2010-11 premium	90%	89%

The employee shall pay the amount of the monthly premium equivalent contribution in excess of the District’s contribution by payroll deduction, for which the District will make available the Section 125 Plan, to the extent allowed by law and the Plan Document.

7.3.2 Section 105(h) Plan. (a) The District shall maintain a medical reimbursement plan as defined in Section 105(h) of the Internal Revenue Code (the “105(h) Plan”), the purpose of which shall be to reimburse an eligible member for health care expenses, including those of any spouse or dependents he may have, that are not covered by health insurance or HMO coverage. Participation in this program shall be limited to eligible members, who are defined for the purposes of this provision as those employees who elect to change their health coverage to one of the lower cost HMO coverage options described in paragraph 7.3.1(b), above, and those members who receive a payment for an in-hospital deductible under paragraph 7.3.1(c), above.

- (b) Each year, there shall be credited to an account under the 105(h) Plan for each eligible member electing one of the lower cost HMO coverage options under paragraph 7.3.1(b), above, an amount equal to one-half of the net savings realized after administrative

expenses. This amount, if any, shall be determined by the difference between the annual District contribution toward the premiums for the HMO coverage option elected by the member for that year and the average annual District contribution toward the premiums for the HMO plans offered under 7.3.1(a), above, for that year, and the amount of administrative expenses shall be deducted before the calculation is made. The determination of the average annual District contribution toward the premiums for coverage under the HMO plans and HMO coverage options for any period shall be based on the annual premium rates in effect on the first day of that period. The methodology utilized to compute the credits will be the same as that used in the Revised Medical Insurance Analysis of June 12, 2000 prepared by P&A Administrative Services, except that the District's contribution toward the premiums, as set forth in 7.3.2(a) above, shall be utilized in place of the total amount of the premiums for the three HMOs offered under 7.3.1(a), above. The amount of benefits available to an eligible member at any time shall be the amount then credited to his account. The amount credited shall not exceed \$1,000 in any single year, except as provided in (c), below. Any amount that is credited to an eligible member's account for a period shall not be forfeited but shall continue to be credited to the eligible member's account for subsequent periods until used to reimburse the member for eligible expenses, or until the employee ceases employment.

- (c) The payment of an in-hospital deductible benefit, as described in paragraph 7.3.1(c), above, for any member, covered spouse or dependent shall be made by a payment into the 105(h) plan, but shall not reduce the account balance of the employee's 105(h) plan.
- (d) P&A Administrative Services, Inc. ("P&A") shall provide to the District a Section 105(h) Plan document, the provisions of which shall be consistent in all respects with this Section 7.3, and a summary of the plan document for distribution to eligible members. P&A also shall serve as the Claims Administrator and record-keeper for the Section 105(h) Plan.

7.3.3 Cash Buyout. The District will reimburse employees who do not opt to participate in any health coverage with the District as follows: a payment of \$1,500 annually if the member is currently eligible for family coverage and a payment of \$500 annually if the member is currently eligible for member-only coverage. These individuals must disclose and prove that they have other coverage. Cash buyouts will be paid semi-annually, one-half in January and one-half in June and will be pro-rated for part-time employees and those hired

after the beginning of the school year, with the employee receiving 1/12 of the payment for each complete month for which he does not have coverage. The disclosure form must be completed/changed by November 15. Employees may be reinstated in the health insurance program provided by the District at times and under conditions described by the insurance carrier. Should this occur during a school year, the reimbursement will be adjusted on a pro-rated basis. No employee, spouse or dependent may elect to receive or be covered by the District's health benefits plan if that person is covered by any other health benefits coverage, or by District coverage through another employee or through a person not in the Association's bargaining unit. If an employee is precluded by the preceding sentence from receiving coverage under the District's health benefits plan, and otherwise would be eligible for family coverage, the employee shall receive the \$1,500 buy-out.

- 7.3.4 All employees eligible for District health benefits coverage will receive, at District expense, vision benefits in accordance with the schedule of benefits in effect on January 1, 2003, administered by Pro Benefits Administrators.
- 7.3.5 All employees eligible for District health benefits coverage will receive, at District expense, dental benefits in accordance with the schedule of benefits in effect on January 1, 2003, administered by Pro Benefits Administrators.
- 7.3.6 If a teacher is eligible for and does retire pursuant to the New York State Teachers' Retirement System and such teacher meets the following requirements:
- (1) has notified the District in writing of his intent to retire not less than 240 days in advance of his retirement date.
  - (2) has completed at least 10 years of actual service to the District as a teacher as of such retirement date,
  - (3) has accumulated at least 100 days of unused sick leave as of such retirement date, and
  - (4) has given the District a written agreement that he and his heirs have no claim for compensation for such sick leave except in the form of contributions to health insurance coverage as hereinafter provided; then after such teacher retires the District will continue to make the same contributions toward all insurance coverage (as provided in Section 7.3 of this Agreement) as it is making at the time of the teacher's retirement for active teachers until the District has contributed a total sum equal to the product of the number of unused sick leave days the teacher had accumulated as of his retirement date times one hundred forty-six dollars (\$146), provided that if a teacher has at least 10 but fewer than 20 years of actual service to the District as a teacher, the amount shall be pro-rated by

a factor whose numerator is the teacher's complete years of actual service to the District as a teacher and the denominator is 20. So much of such total sum as will be necessary each year to pay for such contributions shall be held by the District in escrow for that purpose under the teacher's name. Upon the death of a retired teacher who was receiving health insurance benefits under this provision, the payments shall be continued to provide insurance for any dependent(s) who was covered under the health insurance pursuant to this provision at the time of the retiree's death, provided that any such dependent(s) is not eligible to be covered under another insurance plan. Should a retiree relocate, the retiree may instead elect to request that the District make the contributions for health insurance premiums to an insurance carrier other than those providing health insurance to the District at that time, until the retiree has exhausted the reserve calculated in accordance with this paragraph.

- (5) The District will allow a retired employee, who has exhausted his or her reserve calculated in accordance with this section, to continue as a member of the group health insurance plan in which they were enrolled at the time their reserve was exhausted; however, the retiree shall be responsible for 100% of all costs of such coverage.
- (6) For a teacher who is not enrolled in a district health insurance plan specified in §7.3 as of the date of retirement, the reserve fund shall be held to the retired teacher's credit until a later date so long as the teacher remains enrolled in either the dental coverage under §7.3.5 and/or vision coverage under §7.3.6. At such time as the retired teacher notifies the District in writing, the reserve fund may be used by the retired teacher or an eligible dependent to contribute towards the retired teacher's or eligible dependent's health insurance premiums until the reserve is exhausted.

7.3.7 A program of tax sheltered annuity shall be instituted for professional employees to secure the tax advantage of Section 403(b) of the Internal Revenue Code.

7.3.8 If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the District will provide legal counsel and render all necessary assistance to the teacher in his defense.

7.3.9 Any case of assault or legal action upon a teacher while acting within the scope of his duties shall be promptly reported to the administration and the District shall assume responsibility for the assault. The Board and administration shall render all reasonable assistance to the teacher in connection with the incident, including the provision of legal counsel, if necessary. Time for appearances before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated sick leave.

- 7.3.10 The District will reimburse teachers for:
- (a) any clothing or other personal property damaged, destroyed or stolen in the course of his employment unless such loss is due to the carelessness of the teacher. The employee shall first submit the claim to his/her personal insurance (automobile, homeowners and/or comprehensive policies). Damage to clothing or personal property suffered during the performance of duties and not reimbursed by the employee's personal insurance coverage will be reimbursed up to a maximum of \$500 per occurrence. Report of such loss must be submitted in writing to the Assistant Superintendent for Business within 48 hours of the occurrence. Stolen items must be reported to the police to be reimbursable.
  - (b) The cost of medical, surgical or hospital services (less the amount of any workmen's compensation award made) for injury sustained in the course of his employment.
- 7.3.11 Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his employment, he will be paid his full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for the period of such absence (but not to exceed 3 calendar years from the first day of absence resulting from such injury), and no part of such absence will be charged to his annual or accumulated sick leave or personal leave.
- 7.3.12 Mileage shall be paid to all traveling teachers (including teachers of the homebound) at the highest rate allowed by the Internal Revenue Service for business deductions. The mileage rate will be adjusted whenever the Internal Revenue Service adjusts that deduction rate.
- 7.3.13 All teachers shall be entitled to attend, free of charge, all school activities including athletic events.
- 7.3.14 All medical examinations and tests related to application requirements for new teachers shall be paid for by the District if examined by a school physician. Standard immunization given to children shall be provided free for all teachers by the District. These provisions shall also apply to teachers seeking a change of position within the system. Teachers who wish to be examined by a physician of their choice shall bear full cost of such examinations.
- 7.3.15 For the first twelve months while a probationary or tenured teacher is on a preferred eligible list awaiting recall to active employment by the District, the District will continue the teacher under all insurance coverage provided in Section 7.3 of this Agreement to the extent the teacher elects and the regulations of the carriers permit. The District will continue to make the same

contributions thereto during that twelve months as it was making toward the teacher's coverage as of the last day the teacher was on the District's active payroll prior to his moving to the preferred eligible list.

- 7.3.16 If during a fiscal year (i.e., July 1st to June 30th, both dates inclusive) a teacher uses no sick days or personal leave days, the teacher will be paid \$200 by the succeeding August 1st. If during a fiscal year (i.e. July 1st to June 30th, both dates inclusive) a teacher uses only one such day (i.e. one sick day or one personal leave day, but not one of each), the teacher will be paid \$100 by the succeeding August 1st. If a teacher begins work after the start of the school year, but before January 1, and uses no sick or personal leave days for the remainder of the fiscal year, the teacher will be paid \$20 for each month that he works. In addition, said teacher will be paid \$20 for the first month that is worked providing a majority of the days were worked in that month. If a teacher is hired after the start of the school year, but before January 1, and uses only one (1) such day (i.e. one sick day or one personal day, but not one of each) during the remainder of the fiscal year, that teacher will be paid \$10 for each month that he works. In addition, said teacher will be paid \$10 for the first month that is worked providing a majority of the days were worked in that month. Teachers on other than a full-time basis, having qualified for the attendance bonus, will have their bonus prorated according to their pay status (i.e. 50%, 40%, 20% of full time).
- 7.3.17 Upon the death, in-service, of any covered employee who has accumulated at least 100 sick days, the District shall continue to make the same contributions towards all insurance coverage provided in Section 7.3 of this Agreement as it is making at the time of death to the surviving spouse, provided said spouse is not eligible to be covered under another insurance plan. Coverage will continue until the District has contributed a total sum equal to the product of the number of unused sick leave days the teacher had accumulated as of the date of death times \$146.
- 7.3.18 Payments for the NYSUT Benefit Trust shall be deducted from the salaries of each employee who has submitted a signed authorization to the payroll office. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the payroll office. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish to the Trust a list of all employees from whose salaries such deductions have been made. The Association shall hold the District harmless against any and all suits, claims, demands, and liabilities arising out of any action of the District in connection with this provision.
- 7.3.19 The District shall implement a Cafeteria Benefits Plan pursuant to Section 125 of the Internal Revenue Code by September 1, 1994. Participation in the plan shall be available to all as soon thereafter as the parties have agreed to the terms of the plan pursuant to the applicable side letter of agreement.



- 7.3.20 Effective September 1, 2003, the District will provide to all teachers coverage under the New York State Child and Family Services Employee Assistance Plan. The furnishing of services by the New York State Child and Family Services Employee Assistance Plan shall in all respects be governed by the rules and regulations established by the Plan.

## ARTICLE 8

### LEAVES OF ABSENCE

#### 8.1 Leaves for Health Reasons

- 8.1.1 Absences due to personal illness:
- (a) Each teacher will be credited 13 sick days at the beginning of each year. If an individual does not use any of his allotted days of sick leave during the school year, he will be given a bonus that year of two (2) days to accumulate on his sick leave.
  - (b) Cumulative maximum allowed - 245.
  - (c) If the District suspects that there may be, or may have been, improper use of sick leave, it shall have the right to require the employee to provide an explanation and/or verification (which may include a written statement from a doctor) of the validity of the medical basis of the leave and the inability of the teacher to work. Failure of the employee to provide such explanation and/or verification shall result in the forfeiture of the entitlement to sick leave for the day(s) in question.
  - (d) When an extended illness or leave occurs in the counseling office, every effort shall be made to hire a replacement.
- 8.1.2 The Board of Education agrees to consider to extend sick leave in individual cases upon the recommendation of the Superintendent through the building principal or upon request of the Association through the Superintendent.
- 8.1.3 In the case of illness in the immediate family (father, mother, brother, sister, son, daughter, wife, husband, grandparent, or other persons with whom the teacher resides) a teacher shall be allowed absence with full pay. Such absence shall be deducted from the personal sick leave allowance and shall be limited to fifty (50) days per illness. If such absence exceeds 15 school days, as a condition of such leave the teacher may be required, where possible, to obtain a statement from the family member's attending physician stating the need for the teacher to attend to the ill family member.

- 8.1.4 Any teacher on tenure whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for up to two (2) calendar years after the period compensated. A teacher on such extended leave may continue in the group medical insurance(s) with the District continuing its regular contribution for up to six months and thereafter at the teacher's own expense. Upon return, a teacher will be assigned to the same position, if available, or, if not, to a substantially equivalent position.
- 8.1.5 A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family.
- 8.1.6 A Sick Leave Bank will be established to aid teachers who suffer prolonged illness and who have exhausted their current and accumulated sick leave. Each teacher may contribute two days per year to the Bank, but at no time shall the total number of days in the Bank exceed 750. Each contribution shall be made not later than October 1st of the school year. A teacher (except as noted below) who has exhausted his current and accumulated sick leave as a result of a prolonged illness may apply in writing to the Association Sick Leave Bank Committee for the use of up to 180 days from the Bank. A teacher with 20 years of continuous service in the District, who has accumulated at least 100 days, in the case of prolonged illness, may apply to the sick bank as soon as his accumulated sick leave has been depleted to 100 days. Medical reports may be required by the Committee, but they will be kept confidential. The Committee shall promptly report in writing the names and number of days contributed by teachers and granted to teachers.

## **8.2 Other Extended Leaves**

- 8.2.1 A leave of absence without pay of up to two years will be granted to teachers who join the Peace Corps, VISTA, or Teachers Corps, as exchange teachers and are full-time participants in any of such programs and who have completed three years in the District. Upon return, the teacher shall be placed on the next successive salary level for his experience.
- 8.2.2 A leave of absence without pay will be granted teachers for participation in elected political offices, e.g., mayor, legislator, court, etc. At the beginning of the last year of their term, notification will be given of dates to return to the District no later than March 15. Upon return, the teacher shall be placed on the salary step to which he would have been entitled at the time of taking leave, e.g., a teacher leaves on step 8, on leave for 3 years, he returns on step 9.
- 8.2.3 Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States provided such induction or enlistment is not the result of any punitive action for any default of military obligations. Upon return, a teacher will be placed on the salary level which he

would have achieved had he remained actively employed in the system during the period of his absence, up to a maximum of two years.

- 8.2.4
- (a) If a teacher qualifies, he may apply for a leave for child-rearing purposes under the Family and Medical Leave Act before applying for a leave under this paragraph.
  - (b) Upon application, child-rearing leave will be granted without pay until June 30<sup>th</sup> of the following school year for the purpose of allowing the teacher to care for the teacher's child who is under 12 months old at the time the leave begins. Upon written application, an extension of such leave may be granted not to exceed two years. The total absence will not exceed twenty-four months, unless adjusted by the Superintendent as provided below.
  - (c) A teacher on such leave who may desire to return to service prior to normal expiration of the leave may submit a written request for the consideration of the Superintendent requesting such an earlier termination date. In any case, where such leave has been granted, the teacher shall notify the Superintendent in writing by March 1<sup>st</sup> of the year the leave expires of the teacher's intention to return or resign. The Superintendent is authorized to adjust the date of return from such leave to coincide with the beginning of a school term, after consultation with the teacher and consideration of the particular subject area, the status of the instructional program, and the grade level, or with the best interests of the pupils and the teacher at the time.
  - (d) Where need for such leave subsequently arises before the expiration of the original leave in order to care for another child of the teacher who is under twelve months old, the teacher may apply for a new child-rearing leave without pay as provided in these regulations. Except in unusual cases, such privilege shall be limited to one such additional application.
  - (e) If a teacher returns from a child-rearing leave at the start of the school year immediately following the school year in which the teacher began the child-rearing leave, the teacher shall be entitled to return to the position he held prior to the leave. Otherwise, the teacher shall not be entitled to return to the same position he held prior to the leave but shall be entitled to a position within his tenure area.
- 8.2.5 Any teacher who intends to adopt a child shall notify the Superintendent of such intention upon acceptance as an adoptive parent. When such teacher

obtains custody of said child, application may be made forthwith for a leave of absence without pay for a period not to exceed two years.

- 8.2.6 The District agrees that one teacher designated by the Association will upon request be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities. Upon return from such leave, the teacher will be considered as if he were actively employed by the District during the leave and will be placed on the salary schedule at the level he would have achieved had he not been absent with all accumulated benefits which had accrued to him prior to such leave.
- 8.2.7 A leave of absence without pay will be granted tenured teachers for any internship program approved by a college or university, for a period of not more than one year. Upon return, the teacher will be assigned to the same position if available or, if not, to a substantially equivalent position, and be placed on the salary schedule he would have attained if he remained actively employed in the system during the period of his leave.
- 8.2.8 All requests for extended leaves will be filed with the board in writing, and a copy to the appropriate building administrator or when appropriate to the Director of Pupil Personnel Services, normally by April 1<sup>st</sup> and shall be confirmed in writing within 15 days thereafter.
- 8.2.9 When a teacher returns from a leave of absence, he will have all benefits which are accumulated on a time basis (e.g., sick leave) restored to him to the extent he had accumulated them as of his last day of work prior to the leave. Upon his return, the teacher will be entitled to the same position which he filled prior to his leave if it has not been abolished or filled by another probationary or tenured teacher or, failing that, to another open position in his tenure area.
- 8.2.10 In cases where a teacher's leave of absence exceeds 30 days and does not terminate at the conclusion of the school year, the teacher is to notify the Superintendent in writing of his intention to return, resign, or extend his leave of absence at least thirty (30) days prior to the expiration of his approved leave of absence. If the leave of absence is granted prior to March 1 and terminates at the conclusion of the school year, the teacher is to notify the Superintendent in writing of his intention to return, resign, or extend his leave of absence by March 1<sup>st</sup> of the year the leave expires.

### **8.3 Short Term Leaves**

- 8.3.1 In case of death in the immediate family as defined in paragraph 8.1.3, a teacher shall be allowed five (5) days with full pay and for other relatives the teacher shall be allowed up to three (3) school days with full pay. Such absences shall not be deducted from the personal illness allowances or personal business day.

- 8.3.2 At the Board's discretion, funds will be provided for teachers who desire to attend select professional conferences. Applications must be made to the Office of the Superintendent. All travel expenses, meals, lodging and registration fees shall be deemed appropriate expenses of the District as well as the cost of the substitute teacher needed to relieve the participant. Tax exempt forms must be used for all taxable expenses chargeable to the District. Receipts for tolls, hotel and registration fees must be submitted.
- 8.3.3 Military training leave shall be granted in accordance with the provisions of the New York State Military Law.
- 8.3.4 All full-time teachers shall be granted two (2) days leave (non-cumulative) for personal reasons during each calendar year without loss of pay or deduction from sick leave. Personal leave is defined as any business that cannot be conducted after school hours or as an emergency over which he has no control which requires immediate attention. Personal leave may not be used consecutively with a holiday, recess or any absence from school unless the principal has approved such use in writing before the day in question. Unused personal leave shall be converted to accumulated sick leave at the end of each school year. Notice of such leave shall be given as far in advance as possible, or immediately upon return if the leave was for an emergency. The applicant shall not be required to give any explanation or reason for such leave except by indicating "personal" on the absence report. It is to be understood that where it is established that a day claimed as personal leave is used for job interviews, recreation or personal financial gain, this will result in loss of pay and become grounds for disciplinary action. Additional leave without pay may be granted only under necessary circumstances, provided that decisions on such requests shall be based upon whether the reason for the requested day falls within the accepted reasons for a personal day under this paragraph.
- 8.3.5 A temporary leave of absence will be granted with full pay for appearances in any legal proceeding connected with the teacher's employment or with the school system, or for the performance of jury duty, or because he has been subpoenaed in a legal matter in which he is not personally involved.

## **ARTICLE 9**

### **FACILITIES FOR TEACHERS**

- 9.1.1 The District will provide:
- (a) A desk and file cabinet for each regular daytime teacher when requested.
  - (b) Suitable space for teachers to store coats, overshoes, and personal items.

- (c) Adequate chalk/dry erase board and bulletin board space in every classroom.
- (d) Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
- (e) A dictionary in every classroom upon request.
- (f) Adequate storage space in each classroom for instructional materials.
- (g) Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
- (h) Keys to all classrooms utilized by all teachers during the day.
- (i) An individual mail box.
- (j) Teachers will work with department chairmen, principals, and where appropriate, A-V specialists in planning audio-visual requests. The New York State Communications Association Guidelines shall be the standard used to furnish each building with A-V equipment.
- (k) Workrooms shall be made available in the Lancaster Middle School and the Senior High School and, where space is available in the elementary schools for each teacher's use. Adequate computers and copy machines will be available to teachers.
- (l) Each school nurse shall have available equipment for audiometric and visual testing.

9.1.2 Upon request of the teachers, the Association Building Committee may arrange for the installation of vending machines. The installation, operation, control and maintenance of the machines shall be the responsibility of the teachers in that building. All proceeds from these machines shall be used in such manner as the teachers in that building shall determine.

9.1.3 Insofar as possible, free adequate, off-street parking facilities shall be made available by the District to teachers. Reserved parking shall be assigned only when necessary.

9.1.4 The District shall provide adequate supplies and textbooks and coordinate the ordering of supplies and materials with curriculum changes. Teachers shall not be required to transport an unreasonable number of books and supplies to or from classrooms and storage areas.

- 9.1.5 Teachers shall have safe and healthful conditions under which to carry out their professional duties.
- 9.1.6 The District agrees that it is desirable that there be available in each school:
- (a) At least one room, appropriately furnished and ventilated, which shall be reserved for use as a faculty lounge. Whenever possible, this should not be the faculty dining area. Schools that have over fifty teachers shall have at least two lounges for the exclusive use of teachers.
  - (b) Adequate “men’s” and “ladies” restroom facilities available for the exclusive use of the faculty.
  - (c) Office space shall be provided for each department.
- 9.1.7 Outside telephones shall be made available to the teachers free of charge for official business. When a teacher wishes to discuss private or confidential matters concerned with his official teaching duties, the principal shall provide a telephone in a location which ensures privacy of conversation. Pay telephones shall be made available for the personal use of the teachers. The Association will assist in determining the location of the pay phones in each building.
- 9.1.8 Repairs on equipment used by teachers such as business machines, audio visual equipment, copy machines, computers, shop and lab equipment, etc., shall be made promptly.
- 9.1.9 Facilities suitable for individual evaluation of students should be provided.
- 9.1.10 Whenever possible, the District shall provide suitable physical facilities for the counseling staff. The counseling staff should be consulted on all physical changes to counseling offices in present and future facilities.
- 9.1.11 The Board shall provide adequately equipped rooms for speech facilities.
- 9.1.12 No change in teaching conditions covered by this Agreement shall occur within a building unless the change is agreed upon by the Association.

## **ARTICLE 10**

### **OTHER MATTERS**

#### **10.1 Staff**

- 10.1.1 Every attempt shall be made to provide an adequate number of special teachers (i.e., reading, speech) and an adequate pupil personnel staff for all grade levels

and services. Request for these services shall be given prompt and appropriate action.

- 10.1.2 An adequate number of school nurses shall be provided to serve each school building.
- 10.1.3 The District shall employ a teacher to function as Director of Athletics for the District when a budgeted program of extra-curricular sports exists or when deemed necessary by the Board. If a full program exists, the teaching load shall be four periods with no extra duties.
- 10.1.4 Audio Visual Teacher - part-time: The District shall employ two teachers, one at each building, to perform audio visual services for the teaching staff at Lancaster Middle School and the High School. The teacher at the High School will be compensated at Level IV of Appendix D and the teacher at the Middle School will be compensated at Level IV of Appendix D.
- 10.1.5 The District will employ a teacher to coordinate the District anthology. This teacher will be compensated at Level IV of Appendix D.
- 10.1.6 Every effort will be made to provide adequate certified library media specialists to serve all schools. In each library there shall be assigned a clerk to assist the library media specialist. If available, a qualified library media specialist substitute will be obtained in the event of the absence of the library media specialist. If available, a substitute clerk will be retained in the event of the absence of the clerk.
- 10.1.7 Every attempt shall be made to provide adequate secretarial assistance at the Elementary, Middle School and High School levels for such areas as test scoring, grade recording, typing of semester exams and other materials. The Board will allocate funds for this program yearly, with the details to be resolved with the Superintendent, Building Principals, and representatives of the Association. Teachers who do not meet the submission deadlines will be held responsible for the final preparation of materials.
- 10.1.8 Adequate secretarial assistance shall be provided for School Counselors.
- 10.1.9 The District agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be expected to call a designated number to notify the District of their unavailability for work and the type of leave to be utilized. Such notification should be made as soon as the necessity for the absence is known but at least 1½ hours prior to the scheduled time for reporting. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. When a teacher calls in to report that he is ill or otherwise unavailable for work, he shall also state how many days he expects to be absent. If that estimate changes before the close of school, he shall call in and so advise the Building Principal or clerk so they can



make appropriate plans for substitutes. Teachers on a preferred eligible list for the District pursuant to Section 2510 of the New York State Education Law will be given preference for per diem substitute work for the District which is in such a teacher's certification area provided that the teacher has informed the District that he desires to be contacted for such work.

## **10.2 Duties**

- 10.2.1 Teachers of each department and grade level shall have the opportunity to be involved in the preparation of the budget for their areas. When changes in budget amounts at the building level have to be made, each grade level and department will be responsible for making recommendations to the principal for specific items to be cut.
- 10.2.2 To the extent possible and within budgetary limitations, activities not related to teaching will be eliminated.
- 10.2.3 Teachers shall not be required to collect money or handle other items which do not have a direct bearing on the learning experience of the child.
- 10.2.4 No teacher shall be required to transport a pupil.
- 10.2.5 Teachers shall have the opportunity to participate in evaluating the curricula they teach. Recommendations for suitable texts shall be made by committees elected by each department or grade level. The decision of the committee shall be approved by the majority of the teachers of that committee before such recommendation is submitted. It is understood that in an ungraded elementary program, a great deal of flexibility is both educationally sound and necessary for the fullest implementation of the program. Therefore, a wider range of basal texts and supplementary materials will be provided for these programs.
- 10.2.6 All teachers in each department or grade level shall have the opportunity to be involved in all changes in curriculum. Teachers in the department or grade level may make recommendations concerning these changes before they are put into practice.
- 10.2.7 Changes in the duties of the department chairman (whenever deemed necessary) will be established jointly by administration and the Association and be sent to the Superintendent for appropriate recommendations.

## **10.3 Class Size**

- 10.3.1 Learning occurs within individuals. School instruction proceeds in groups. What size instructional group will best facilitate learning? No research evidence suggests an optimum class size. The nature of what is to be learned significantly affects the relationship of group size and learning outcome. If our concern is the mastery of a body of substantive knowledge as contrasted with

learning to suspend judgment, the group size is a significant variable affecting the learning outcome. Much research evidence attests to this.

10.3.2 Important variables, affecting class size and teaching load, considered in rank order of importance are:

- (1) The objective of instruction.
- (2) The ability, adjustment, and age of the learners.
- (3) The course relationship to the total school program.
- (4) The grade relationship to the total school program.
- (5) The availability of appropriate instructional materials.
- (6) The availability of space.

10.3.3 Class sizes and teaching loads cannot be fixed numbers, either minima or maxima, but are to be consistent with educational outcomes desired and the evidences indicating maximum likelihood of the attainment of those objectives. Sufficient flexibility to ensure accommodation of diversity must be balanced by reasonable uniformity to ensure equality while both must produce effective instructional and reasonable distribution of teaching load. The definition of effective instruction and reasonable distribution are the responsibility of the professional staff.

#### **10.4 Academic Freedom**

10.4.1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

10.4.2 Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to accepted standards of professional educational responsibility.

10.4.3 Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

10.4.4 In furtherance of their responsibilities as educators, teachers may request, but not require, students to use supplementary materials. When major supplementary materials are used, the teacher shall notify the chairman and/or building principal of the use of such materials. Supplementary materials are defined as anything other than departmentally designated materials and shall

not include basic textbooks. Major as used in this paragraph means cost items requiring approval of the Superintendent.

- 10.4.5 The Association acknowledges the powers and duties of the Board of Education and the administration under the Education Law, and in that connection specifically affirms the responsibilities of the teachers to follow the educational program and curriculum established by the District.

## **10.5 Student Discipline**

- 10.5.1 The District recognizes the responsibility of the Superintendent and administrators to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take steps (consistent with statutes, regulations and decisions concerning students with handicapping conditions) to assist the teacher with respect to such pupil. The Board will support such action.
- 10.5.2 Every teacher is expected to be vigilant with regard to student violations of building or other District rules. Teachers shall be responsible for reporting promptly any actions by pupils which may be the basis for suspension from class or school or other disciplinary action.
- 10.5.3 If a student is referred to the administration for disciplinary action, teachers will submit a note indicating a student's violation of school rules. The teacher reporting may be called upon to meet with parents of disciplined students at mutually agreed upon times.
- 10.5.4 The process for a teacher's removal of a pupil from class shall be as set forth in the District's Code of Conduct.
- 10.5.5 Individual records will be maintained on student discipline by the administration and will be available to teachers as an aid for determining disciplinary recommendations concerning particular pupils.
- 10.5.6 The transmittal of a notification of violation form will result in appropriate disciplinary action to the extent permitted by law. Teachers and administration will cooperate closely in the discipline procedure emphasizing reciprocal loyalty and support.
- 10.5.7 Recommendations for school rules shall be mutually developed by the teachers and administration, with the input of others as appropriate. Ultimate determination of school and District rules is the responsibility of the Board.
- 10.5.8 Assignments for the day(s) suspended will be provided by the teachers. Special areas will be assigned to the suspended pupils for the entire day. No non-

suspended pupils shall be assigned to such areas. These areas may be supervised by anybody designated by the administration.

## **10.6 Teacher Assistants**

- 10.6.1 Teacher assistants will be hired on a one-year basis based on the District's determination of its needs.
- 10.6.2 Persons hired as teacher assistants shall meet legal requirements to hold the position and any other qualification which may be required by the District. The District affirms that its general preference is to hire certified teachers to serve in the position of teacher assistant.
- 10.6.3 Teacher assistants shall be paid in accordance with Appendix C.
- 10.6.4 All provisions of this Agreement shall be applicable to teacher assistants with the exception of the following provisions: 4.1.1; 4.1.2; 4.1.8; Section 4.2; 4.3.2; 4.4.5; 6.1.1; 6.1.4; Section 6.2; Section 6.3; 6.6.3; 6.6.5; 6.7.2; 6.7.3; Section 7.1; 7.2.1; 7.2.2; 7.2.10; 7.2.14; 7.3.7; 7.3.18; 8.2.1; 8.2.2; 8.2.6; 8.2.7; 9.1.1 (a) and (h); 10.2.2 - 10.2.7; Section 10.4.
- 10.6.5 A reading specialist who supervises one or more teacher assistants in the elementary reading program will be provided with thirty (30) additional minutes per week of collaboration time for each such teacher assistant for whom he is responsible.

## **10.7 Miscellany**

- 10.7.1 To permit teachers to work with pupils at the elementary level after school, the District shall provide late bus service, so long as the Board has approved funding for such service.
- 10.7.2 Classroom interruptions shall be kept to a minimum.
- 10.7.3 Whenever possible, custodians, cleaners and all supportive personnel shall arrange their work schedules so as not to interfere with classroom instruction.
- 10.7.4 Institutional membership in American Library Association for all levels should be obtained by the District.
- 10.7.5 In the event that the District anticipates cooperating with any competency based intern program, the Association will be so informed and involved in the development of the guidelines for such program. No intern shall be assigned to a teacher who has less than 3 complete years of teaching experience.

10.7.6 The counselor has an obligation to ensure that evaluative information about such persons as clients shall be shared only with those persons who will use such information for professional purposes.

**SUBSCRIPTION**

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have signed their names below on the day 11<sup>th</sup> of April, 2011.

FOR THE DISTRICT

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President


APPENDIX A

The Lancaster Central School District and the Lancaster Central Teachers Association agree that the following grievance form shall be used by unit members.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

Date: 4-11-11

**LANCASTER CENTRAL SCHOOL DISTRICT  
LANCASTER, NEW YORK**

**Stage 1A is talking to the principal and you must inform the principal that it is stage 1A.**

**GRIEVANCE FORM - (Stage 1b)**

(The Building Representative writes the grievance with the employee and distributes a copy to the principal and the Grievance Chair.)

Date \_\_\_\_\_

Employee's Name \_\_\_\_\_

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

**Nature of Grievance** (include date, place and party responsible for events or conditions which gave rise to the grievance) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Supervisor's Reply**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The Grievance Chair, after consulting with the Grievance Committee, completes five copies and distributes them to:

1. Superintendent
2. Supervisor
3. Building Representative
4. Grievance Committee
5. Employee



## APPENDIX B

### SALARY SCHEDULES FOR 2009-10, 2010-11, 2011-12, 2012-13, 2013-14

MA	2009-10	2010-11	2011-12	2012-13	2013-14
1	\$38,000	\$38,500	\$39,250	\$41,000	\$42,000
2	\$38,000	\$38,500	\$39,250	\$41,000	\$42,000
3	\$38,750	\$39,000	\$39,750	\$41,000	\$42,000
4	\$39,520	\$40,000	\$40,750	\$41,250	\$42,000
5	\$40,700	\$41,000	\$41,750	\$42,250	\$42,500
6	\$42,300	\$42,750	\$43,500	\$43,750	\$44,250
7	\$43,750	\$44,300	\$45,050	\$45,250	\$46,000
8	\$45,250	\$45,750	\$46,500	\$47,000	\$47,300
9	\$47,100	\$47,400	\$48,150	\$48,750	\$49,100
10	\$48,750	\$49,250	\$50,000	\$50,500	\$51,000
11	\$51,100	\$51,400	\$52,150	\$52,400	\$52,800
12	\$53,000	\$53,300	\$54,050	\$54,550	\$54,900
13	\$54,900	\$55,500	\$56,250	\$56,750	\$57,000
14	\$56,950	\$57,250	\$58,000	\$58,700	\$59,250
15	\$59,050	\$59,350	\$60,100	\$60,700	\$61,200
16	\$61,200	\$61,750	\$62,500	\$63,000	\$63,300
17	\$63,500	\$64,000	\$64,750	\$65,250	\$65,900
18	\$68,500	\$69,000	\$69,750	\$69,900	\$70,300
19	\$73,500	\$74,000	\$74,750	\$75,250	\$75,600
20	\$78,500	\$79,000	\$79,750	\$80,750	\$82,000
21	\$82,250	\$85,050	\$85,800	\$88,500	\$90,500

**APPENDIX B**

**(cont.)**

<b>BA</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
1	\$33,133	\$33,133	\$33,133	\$33,133	\$33,133
2	\$33,651	\$33,651	\$33,651	\$33,651	\$33,651
3	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
4	\$34,309	\$34,309	\$34,309	\$34,309	\$34,309
5	\$35,545	\$35,545	\$35,545	\$35,545	\$35,545
6	\$37,091	\$37,091	\$37,091	\$37,091	\$37,091
7	\$38,636	\$38,636	\$38,636	\$38,636	\$38,636
8	\$40,182	\$40,182	\$40,182	\$40,182	\$40,182
9	\$41,830	\$41,830	\$41,830	\$41,830	\$41,830
10	\$43,479	\$43,479	\$43,479	\$43,479	\$43,479
11	\$45,230	\$45,230	\$45,230	\$45,230	\$45,230
12	\$47,136	\$47,136	\$47,136	\$47,136	\$47,136
13	\$48,630	\$48,630	\$48,630	\$48,630	\$48,630
14	\$50,794	\$50,794	\$50,794	\$50,794	\$50,794
15	\$53,061	\$53,061	\$53,061	\$53,061	\$53,061
16	\$54,491	\$54,491	\$54,491	\$54,491	\$54,491
17	\$57,182	\$57,182	\$57,182	\$57,182	\$57,182
18	\$59,448	\$59,448	\$59,448	\$59,448	\$59,448
19	\$61,509	\$61,509	\$61,509	\$61,509	\$61,509
20	62,915	\$62,915	\$62,915	\$62,915	\$62,915
21	\$63,592	\$63,592	\$63,592	\$63,592	\$63,592
22	\$72,866	\$75,667	\$75,667	\$75,667	\$75,667

**APPENDIX C**

**TEACHER ASSISTANT SALARY SCHEDULE**

**2009-10   2010-11   2011-12   2012-13   2013-14**

**\$20,953   \$21,919   \$22,193   \$23,236   \$24,314**

## APPENDIX D

### EXTRA-CURRICULAR SALARY SCHEDULE

Level	2009-10	2010-11	2011-12	2012-13	2013-14
I	7427	7650	7650	7803	7959
II	5840	6015	6015	6136	6258
III	4634	4773	4773	4868	4966
IV	3720	3832	3832	3908	3986
V	3275	3373	3373	3441	3510
VI	2685	2766	2766	2821	2877
VII	1897	1954	1954	1993	2033
VIII	1448	1491	1491	1521	1552
IX	467	481	481	491	500
<b>INTRAMURALS</b>					
High School	4796	4940	4940	5039	5139
Middle School	6198	6384	6384	6512	6642
Elementary Schools	6653	6853	6853	6990	7129
<b>PER HOUR RATE</b>					
Per Hour	22.55	23.23	23.23	23.69	24.16

**APPENDIX D**  
**(cont.)**

**JOB CLASSIFICATIONS**  
**FOR EXTRA PAY ACTIVITIES**

<b>Level 1</b>	<b>Level 3</b>
Director of Athletics	Asst. Marching Band Director/HS
Performing Arts Director	Musical Director/LMS
	Musical Vocal Director/HS
	Senior Class Advisor/HS
	Stage Manager/HS
	Student Council/LMS
	Swing Choir/HS
	Yearbook Business Manager/HS
	Asst. Varsity Football (2)
	Athletic Trainer (3 – 1 per season)
	JV Basketball (Boys)
	JV Basketball (Girls)
	JV Football
	JV Swimming (Boys)
	JV Wrestling
	Varsity Baseball
	Varsity Field Hockey
	Varsity Gymnastics
	Varsity Ice Hockey (Boys)
	Varsity Ice Hockey (Girls)
	Varsity Indoor Track (Boys)
	Varsity Indoor Track (Girls)
	Varsity Lacrosse (Boys)
	Varsity Lacrosse (Girls)
	Varsity Rifle
	Varsity Soccer (Boys)
	Varsity Soccer (Girls)
	Varsity Softball
	Varsity Swimming (Girls)
	Varsity Track (Boys)
	Varsity Track (Girls)
	Varsity Volleyball (Boys)
	Varsity Volleyball (Girls)
	Weight Training (2)

**APPENDIX D**  
(cont.)

**Level 4**

Asst. Musical Director/LMS  
Audio Visual/HS  
Audio Visual/LMS  
Audio Visual/WS  
Choreographer/HS  
Marching Band Director/LMS  
Musical Orchestra Director/HS  
Musical Vocal Director/LMS

Asst. Gymnastics  
Asst. JV Football  
Asst. Varsity Ice Hockey (Boys)  
Asst. Varsity Ice Hockey (Girls)  
Asst. Varsity Swimming (Girls)  
Freshman Football  
JV Baseball  
JV Field Hockey  
JV Lacrosse (Boys)  
JV Lacrosse (Girls)  
JV Soccer (Boys)  
JV Soccer (Girls)  
JV Softball  
JV Volleyball (Girls)  
Modified Basketball (Boys -Gr. 9)/HS  
Modified Football (Gr. 7&8)/LMS  
Varsity Bowling (Boys)  
Varsity Bowling (Girls)  
Varsity Cheerleading (2)  
Varsity Cross Country (Boys)  
Varsity Cross Country (Girls)  
Varsity Tennis (Boys)  
Varsity Tennis (Girls)

**Level 5**

Asst. Marching Band Director (2) /LMS  
Choreographer/LMS  
Honor Society/HS  
Junior Class Advisor/HS  
Masterminds/Varsity/HS  
Musical Orchestra Director/LMS  
S.A.D.D./HS  
Secondary Detention Supervisor (2)/LHS  
Stage Manager/LMS  
Yearbook Proofreader/HS

Asst. Freshman Football  
Asst. Indoor Track (2) /HS  
Asst. Modified Football (3)  
Asst. Outdoor Track (B/G)/HS  
JV Cheerleading (2)  
JV Tennis (Boys)  
JV Tennis (Girls)  
JV Volleyball (Boys)  
Modified Baseball (Gr. 9)/HS  
Modified Baseball (Gr. 7&8)/LMS  
Modified Basketball (Boys Gr. 7&8)/LMS  
Modified Basketball (Girls – Gr. 9)/HS  
Modified Basketball (Girls – Gr. 7&8)/LMS  
Modified Field Hockey (Girls – Gr. 7&8)/LMS  
Modified Lacrosse (Boys)/LMS  
Modified Lacrosse (Girls)/LMS  
Modified Outdoor Track (Boys)/HS  
Modified Outdoor Track (Girls)/HS  
Modified “A” Soccer (Boys – Gr. 7&8)/LMS  
Modified “A” Soccer (Girls – Gr. 7&8)/LMS  
Modified “B” Soccer (Boys – Gr. 7&8)/LMS  
Modified “B” Soccer (Girls – Gr. 7&8)/LMS  
Modified Softball/LMS  
Modified Swimming (B/G -Gr. 7&8)  
Modified Volleyball (Boys)/LMS  
Modified Volleyball (Girls)/LMS  
Modified Wrestling (Gr. 9)/HS  
Modified Wrestling (Gr. 7&8)/LMS  
Varsity Golf (Boys)  
Varsity Golf (Girls)

**APPENDIX D**  
(cont.)

**Level 6**

Bookstore Supervisor/HS  
Bookstore Supervisor/LMS  
Bookstore Supervisor/WS  
Jazz Ensemble/HS  
Jazz Ensemble/LMS  
Marching Corps Asst. (2)/HS  
Marching Corps Asst./LMS  
Masterminds/JV/HS  
Model United Nations Club  
National JR Honor Society/LMS  
Newspaper/LMS  
Scenery Design Advisor/HS  
Secondary Detention Supervisor/LMS  
  
JV Cross Country (B/G)/LHS  
Modified Cheerleading/LHS  
Modified Cross Country (B/G)/LHS

**Level 7**

Full Orchestra (after school only)/WS  
Jazz Ensemble/WS  
Marching Corps Asst/HS  
Marching Corps Acct.(2)/LMS  
Math Honor Society/HS  
Science Olympiad/HS  
Science Olympiad/LMS  
Ski Club/WS  
Student Technology Team/WS  
Winterguard Director/HS  
Yearbook/Memory Book/WS

**Level 8**

Air Rifle Club/LMS  
Allegro Club/WS  
American Field Service /HS  
Art Club/HS  
Art Club/LMS  
Art Honor Society/HS  
Block L/HS  
Broadcast Club/HS  
Business Club/LMS  
Chess Club/LMS  
Chess Team/HS  
Computer Club/LMS  
Cross Country Ski Club/HS  
Design Club/HS  
Digital Media Club/MS  
Diversity Club/MS  
Downhill Ski Club/HS  
Downhill Ski Club/LMS  
English Honor Society/HS  
Foreign Language Club (3)/HS  
Foreign Language Club/LMS  
Freshman Class Advisor/HS  
Handbell Choir/LMS  
Interact Club/HS  
Journalism Club/HS  
Krazee Kraft Club/HS  
Lanc. Island Teen Grid Club/MS  
Leo Club/HS  
Marching Band Associate Director/HS  
Memory Album (2)/LMS  
Odyssey of the Mind/WS  
Peer Mediation/HS  
Peer Mediation/LMS  
Quill –A Literacy Anthology/HS  
Right On/LMS  
SADD Chapter/LMS  
Science Honor Society/HS  
Select Chorus/MS  
Select Chorus/WS  
Set Design & Construction/LMS  
Sophomore Class Advisor/HS  
Students for a Better World/HS  
Web Club  
Winterguard Assistant Director (2)/HS

**APPENDIX D**  
(cont.)

**Level 8 cont.**

Writer's Café/LMS  
Zonta Club/HS

**Level 9**

Vol. Income Tax Asst. Prog./HS

**Double Level 9**

Program Assistants

Eyes on Deck/Swimming (Boys)  
Eyes on Deck/Swimming (Girls)  
Eyes on Deck/Swimming (Modified)  
Football  
Indoor Track [Boys and Girls (1)]  
Modified Basketball (Girls)  
Modified Field Hockey  
Modified Football (2)  
Modified Lacrosse (Boys)  
Modified Swimming  
Outdoor Track [Boys and Girls (1)]  
Varsity Baseball (Boys)  
Varsity and JV Basketball (Girls)  
Varsity Basketball (Boys)  
Varsity & Modified Cross Country  
Varsity Field Hockey  
Varsity Gymnastics  
Varsity Ice Hockey [Boys (2)]  
Varsity Ice Hockey [Girls (2)]  
Varsity & JV Lacrosse (Boys)  
Varsity Lacrosse (Girls)  
Varsity Soccer (Boys)  
Varsity Soccer (Girls)  
Varsity Softball (Girls)  
Wrestling (Boys)



**APPENDIX E**

**SCHEDULE E**

	2011-12	2012-13	2013-14
1	4634	4727	4821
2	2685	2739	2793
3	1897	1935	1974
4	1448	1477	1506
5	934	953	972
6	467	476	486

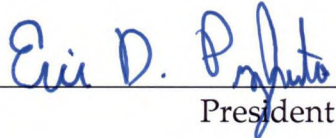
APPENDIX F

The Lancaster Central School District and the Lancaster Central Teachers Association agree that the following states the Observation & APPR process for unit members.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

Date: 4-11-11

# LANCASTER CENTRAL SCHOOL DISTRICT

## Observation & APPR Process

The Lancaster Central School District Observation & APPR process is dependent upon the tenure status of the teacher. Each is described below:

### TENURED TEACHERS

Tenured teachers will participate in the full APPR process based on a three (3) year cycle with two (2) plans: a *Traditional Plan* and a *Self-Directed Plan*.<sup>1</sup> At least one (1) of the years of the three (3) year cycle must be a **Self-Directed Plan**, but tenured teachers have the option to do the Self-Directed Plan all three years pending building principal approval. Each of these cycles is described below. However, ALL teachers shall receive an Annual Professional Performance Review.

*Traditional Cycle (May be selected 2 out of three years or not at all pending building principal approval.)*

- One (1) formal observation<sup>2</sup> conducted by a certified administrator utilizing a supervision process; i.e., a pre-conference form, formal observation, and a post-observation conference.<sup>3</sup> The observation shall be mutually scheduled within five (5) days of certified administrator's request.

(OR)

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<sup>1</sup> All tenured teachers shall choose a method of assessment by October 1<sup>st</sup> of each school year.

<sup>2</sup> Unless a Teacher Improvement Plan specifies otherwise.

<sup>3</sup> A classroom observation shall consist of one full period or one lesson. All items contained on the classroom observation report shall be consistent with the domains of the observation document as they relate to the lesson observed.

***Self-Directed Cycle (Must be selected at least 1 year out of the 3 year cycle or all three years pending building principal approval.)***

- Subject to the approval of the building administrator, a Self-Directed plan may be developed by the teacher and created through one of these avenues:
  1. An Individual or Collegial Inquiry
  2. A Goal Setting Option

**(AND)**

Receive an APPR, participate in an Annual Professional Performance Review Conference, and complete and submit an APPR Teacher Reflection Form. The teacher will complete and submit to the building principal an APPR Teacher Reflection form focusing on strengths and areas of possible improvement at the time of the Professional Performance Review Conference. The conference/dialog will center around the 9 APPR domains and each teacher may bring evidence that he has demonstrated continued growth and development in each of the APPR categories.

**NON-TENURED TEACHERS WILL:**

- Have no more than three (3) formal observations<sup>4</sup> conducted through a supervision process (i.e. pre-conference, formal observation, and post-observation conference) by a certified administrator. At least one (1) shall be completed by the building principal. At the secondary level and in K-12 departments, the department chair shall complete 2 additional observations using the same supervision process. These observations shall be scheduled with at least 5 days advance notice. A maximum of one (1) formal observation by a certified administrator may be unannounced. No pre-observation form or conference shall be required for an unannounced observation.

**AND**

- Receive an APPR, participate in an Annual Professional Performance Review Conference, and complete and submit an APPR Teacher Reflection Form. The teacher will complete and submit to the building principal an APPR Teacher Reflection form focusing on strengths and areas of possible improvement at the time of the Professional Performance Review Conference. The conference/dialog will center around the 9 APPR

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<sup>4</sup> Unless a Teacher Improvement Plan specifies otherwise.

domains and each teacher may bring evidence that he has demonstrated continued growth and development in each of the APPR categories.

**AND**

- Complete the requirements of the Non-Tenured Sample Collection Review. This review must be turned into their building principal 5 months into the year that they are eligible for tenure. This will provide ample time for it to be reviewed by principal and district level administration and added to the tenure review.

**Other Staff:**

1. Non-Tenured Traveling Teachers (and staff such as psychologists, social workers, counselors, speech teachers, etc) shall have no more than five (5) observations in any one year. Building administrators shall pro-rate the number of observations consistent with the amount of time in a given week that the teacher is assigned to a particular building. Each building administrator shall give at least one (1) observation. A maximum of one (1) formal observation by a certified administrator may be unannounced. No pre-observation form or conference shall be required for an unannounced observation. The other observations shall be by department chairman and/or certified administrator. The APPR shall be given by the building administrator of the building in which the teacher spends most of his assigned schedule. If time is equally divided among two (2) or more buildings, building in which paycheck is received will be determining factor.
2. Tenured traveling teachers, whether they be classroom teachers or non-classroom teachers, shall be assessed by the building administrator (or a certified administrator designated by the building administrator) of the building in which the teacher spends most of his assigned schedule. If time is equally divided among two (2) or more buildings, the building in which paycheck is received will be the determining factor.
3. Part Time Teachers shall be evaluated at least once but no more than three (3) times per year. At least one (1) evaluation will be done by the building administrator in each building the teacher is assigned if the teacher travels and one (1) may be done by a department chair or certified administrator. Non-Traveling teachers will have one (1) evaluation done by the building administrator and the other may be by the department chairman or certified administrator. Forms and procedures will be cited as above except for the APPR.

## **Annual Professional Performance Review Conference**

During the second semester of the school year, each teacher will meet with the building administrator for the purposes of an Annual Professional Performance Review conference.

At the time of the conference, the administrator will present the APPR and the teacher will turn in the completed APPR reflection form. The context of the conference is a dialogue between the teacher and administrator during which teacher strengths and areas of improvement will be identified, discussed, and reflected upon. The conference is designed to help draw out a holistic view of strengths and areas of improvement for the teacher based on the 9 APPR categories listed below:

Content knowledge  
Preparation  
Instructional delivery  
Classroom management  
Student development  
Student assessment  
Collaboration  
Reflective and responsive practice  
Growing and Developing Professionally

### Teacher Improvement Plan

As per New York State Part 100 Regulations of the Commissioner: Part 100.2(4) if a teacher's performance is evaluated as unsatisfactory, the district (principal) in consultation with such teacher will develop a teacher improvement plan.

### Committee Review Process

A committee shall be established to review the Observation and APPR documents to be used in the observation and APPR process. The committee will consist of four (4) certified administrators and four (4) staff members. The four (4) staff members shall be appointed by the Association. The committee will meet annually and changes shall be made by consensus.

### Appeals Procedure to Challenge APPR and/or Teacher Improvement Plan

1. A teacher may challenge his/her APPR and/or TIP pursuant to Chapter 103 of the Laws of 2010 (hereinafter referred to as an "APPR/TIP Appeal"), but such APPR/TIP Appeal may only include (a) the substance of the teacher's APPR if and only if the teacher receives a Developing or Ineffective rating (teachers receiving a "Highly Effective" or "Effective" rating may not appeal the substance

of their APPR); (b) the District's adherence to the standards and methodologies for the APPR pursuant to Education Law §3012 (c), adherence to the regulations of the Commissioner of Education and compliance with this Appendix F; (c) the District's adherence to the Commissioner's regulations and compliance with the negotiated APPR procedures herein' or (d) the District's issuance of a TIP or implementation of the terms of the TIP.

2. The APPR/TIP Appeal shall not be grievable under Article 3 of the Collective Bargaining Agreement between the District and the LCTA.
3. The APPR/TIP Appeal shall, at the teacher's choice, be conducted either by (1) a Panel of two (2) teachers chosen by the LCTA President and two (2) administrators chosen by the Superintendent (neither of whom can be the administrator responsible for the APPR/TIP) or (2) a written appeal (with no hearing) submitted directly to, and decided by, the Superintendent. If the APPR/TIP Appeal is submitted to a Panel, the Panel shall submit its nonbinding recommendations to the Superintendent. The decision of the Superintendent in all cases shall be final and binding, and there shall be no further appeal to any other authority, including, but not limited to, the Commissioner of Education, State or Federal courts, the Public Employment Relations Board ("PERB") or the contractual grievance/arbitration procedure set forth with the Collective Bargaining Agreement between the District and LCTA.

The process for such appeals shall include:

- a. APPR/TIP Appeals shall be submitted by the teacher and must specify all the grounds upon which the appeal is being made and must be from that area which was stated in the teacher's APPR/TIP. Under no circumstance shall a teacher be permitted to submit more than one APPR/TIP Appeal relating to the same APPR/TIP. Any ground not included in the teacher's original APPR/TIP Appeal shall be deemed waived and unappealable.
- b. In all APPR/TIP Appeals, the teacher shall have the burden of sustaining the ground(s) upon which the appeal is based and provide all supporting documentation upon which the teacher relies in support of the appeal.
- c. All APPR/TIP Appeals shall, without exception, be submitted in writing by the teacher and include all supporting documentation and evidence within ten (10) calendar days. The date the APPR/TIP was reviewed with the teacher by the administrator shall be deemed the date the ten (10) day period commences the teacher's time to submit an APPR/TIP Appeal. An APPR/TIP Appeal along with all supporting documentation in support of the Appeal and the teacher's notification of

whether the teacher is requesting a Panel or written Superintendent review must be personally delivered by the teacher or the teacher's LCTA representative to the Superintendent's office and date stamped upon delivery. Any APPR/TIP Appeal not submitted within this timeframe shall be deemed waived and not subject to review in any other forum.

- d. If a Panel is chosen by the teacher, the teacher has the choice to present his Appeal or submit the Appeal in writing. The panel shall meet to review the Appeal within ten (10) calendar days of the Superintendent's receipt of the Appeal and all the teacher's supporting documentation of such Appeal. Each panel member shall draft their own written recommendations and deliver those recommendations, along with all other Appeal documents to the Superintendent, within five (5) calendar days after the teacher's Appeal if heard by the Panel.
- e. The Superintendent shall render a final written decision on the APPR/TIP Appeal within ten (10) calendar days after the APPR/TIP Appeal is received either directly from the teacher (in cases where the teacher elects not to utilize a Panel) or from when the recommendations from each of the Panel members are received. This decision will be delivered to the teacher and the teacher's supervisor and the decision, the APPR/TIP Appeal with all supporting documentation, and Panel recommendations, shall be attached to the APPR/TIP, whichever is applicable, and placed in the teacher's personnel file.

In the event there is a conflict between the above and any other section of the Collective Bargaining Agreement between the District and LCTA, the terms of this Appeal Procedure shall apply.





## LANCASTER CENTRAL SCHOOL DISTRICT

# Teacher Improvement Plan

### Identification of Area of Improvement

*NOTE: In this section, the building principal will identify each area that needs to be improved. Area or areas should come from either the LCSD Classroom Observation Document and/or the Annual Professional Performance Review (APPR).*

### Manner in Which Improvement is Assessed

*NOTE: In this section, the building principal will articulate the manner in which the improvement will be assessed and differentiate assessment depending on the Area of Improvement.*

### Regular Communication & Timeline for Achieving Improvement

*NOTE: In this section, the building principal will articulate the meetings that will take place to discuss the Teacher Improvement Plan and provide a timeline for achieving improvement.*

### Other Recommendations

Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

LCTA Representative (Optional) \_\_\_\_\_ Date \_\_\_\_\_

*Acknowledgment: The above supervisor provided me a copy of this Teacher Improvement Plan and afforded me the opportunity to discuss it.*

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

*NOTE: Teacher may appeal this TIP only through a negotiated APPR Appeal process in Appendix F of the collective bargaining agreement.*

Memorandum of Agreement  
Completion of Draft Observation/APPR Documents for the 2006-07 school year

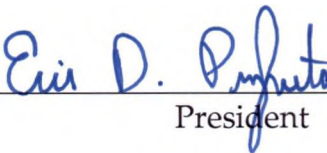
The Lancaster Central School District and the Lancaster Central Teachers Association agree to continue with a committee comprised of the LCTA President and 2 Association members selected by the President plus the District's Directors of Secondary Education and Elementary Education. This committee is charged with the completion of the draft Observation/APPR documents by July 21<sup>st</sup>, 2006. . The parties agree that in order to facilitate successful implementation of the new Observation & APPR process much planning, training, and communication must be done before the start of school in September 2006.

In the event that all Observation and APPR documents are not completed by July 21st, 2006, the District will finalize the documents after this date in a timely fashion prior to the start of school. The District will provide training to all staff members and administrators involved in the process before its implementation during the 2006-07 school year. These Observation & APPR documents will be utilized during the 2006-07 school year. For years subsequent to the 2006-07 school year, the Observation/APPR process and documents shall be subject to the committee process as outlined in the LCSD Observation & APPR process that is attached as Appendix E to the collective bargaining agreement.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

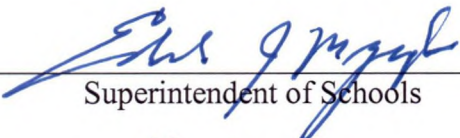
Date: 4-11-11

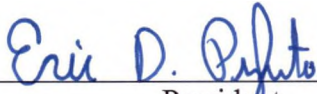
**SIDE LETTER 1**

The Lancaster Central School District and the Lancaster Central Teachers Association agree that the terms of the Memorandum of Agreement regarding Class Size Decisions dated June 30, 1989, shall be continued in effect during the term of the 2009-2014 Collective Negotiations Agreement, with the change in the date in paragraph 11 to August 31, 2009.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

Date: 4-11-11

**SIDE LETTER 2**


The District commits to explore avenues of increasing elementary planning time in District elementary buildings, with meetings held in each building during the development of the schedule and with Association representatives involved in the meetings.

The terms of this side letter shall run concurrent with the 2009-2014 Collective Negotiations Agreement.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

Date: 4-11-11

**SIDE LETTER 3**

The Association and the District agree that, for the life of this Agreement, Paragraph 4.2.1 of this Agreement may be modified to a system of equivalent “minutes” rather than “periods”, or otherwise modified but maintaining current time, through the following procedure:


A) If the Building Planning team, as that committee is currently constituted in the District’s Compact Plan, desires an alternative schedule that would require such a modification in Paragraph 4.2.1 in order to implement the schedule, it will present its plan to the teachers in the building exhibiting the need for such modification, and identifying the time period for which the modification is needed.

B) An election on the modification, conducted by the LCTA Building Committee, will be held in the building. In the event that 3/4 of the teachers who work in the building approve the modification, notice will be sent by the committee to the LCTA President and the Superintendent.

C) Upon receipt of the election results pursuant to paragraph (B) above, the Association and the District commit to negotiate the parameters of such modification.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

Date: 4-11-11

**SIDE LETTER 4**

The Lancaster Central School District and the Lancaster Central Teachers Association agree that each school year, elementary teachers who are administratively directed to correct local assessments (as opposed to State assessments) shall be provided with release time and/or shall be paid at the per hour rate of Schedule D for up to seven (7) hours of time actually spent in the correction of such assessments, with the release time or pay provided in blocks of one day or one half day, at the election of the District. The provisions of this side letter are limited to the following local assessments and/or examinations:

- Mathematics 1<sup>st</sup> Grade Year end assessment
- Mathematics 2<sup>nd</sup> Grade Year end assessment
- Mathematics 3<sup>rd</sup> Grade Year end assessment
- Mathematics 4<sup>th</sup> Grade Year end assessment
- Mathematics 5<sup>th</sup> Grade Year end assessment
- Mathematics 6<sup>th</sup> Grade Year end assessment
- Science 1<sup>st</sup> Grade Year end assessment
- Science 2<sup>nd</sup> Grade Year end assessment
- Science 3<sup>rd</sup> Grade year end assessment
- Science 5<sup>th</sup> Grade Year end assessment
- Science 6<sup>th</sup> Grade year end assessment
- Social Studies 1<sup>st</sup> Grade Year end assessment
- Social Studies 2<sup>nd</sup> Grade Year end assessment
- Social Studies 3<sup>rd</sup> Grade Year end assessment
- Social Studies 4<sup>th</sup> Grade Year end assessment
- Social Studies 6<sup>th</sup> Grade Year end assessment

FOR THE DISTRICT:

  
\_\_\_\_\_  
Superintendent of Schools

Date: 4-11-11

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
President


Date: 4-11-11

**SIDE LETTER 5**

A school counselor who was appointed by the District on or before August 31, 2002 shall receive a \$540 differential in addition to the salary appropriate to him in the salary schedule, and shall receive his salary in twenty-six (26) equal payments. A psychologist who was appointed by the District on or before August 31, 2002 and whose first day of work for the District fell after August 31, 1979 shall be paid a \$500 differential in addition to the salary appropriate to him on the salary schedule.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11


Date: 4-11-11

**SIDE LETTER 6**

The Lancaster Central School District and the Lancaster Central Teachers Association agree that the additional teaching periods under paragraph 4.2.2 are in addition to a teacher's regular assignment under paragraph 4.2.1. Therefore, paragraph 4.2.2 does not apply to situations where a teacher voluntarily, with the District's approval, teaches for an extended period rather than having a supervisory assignment. The District's request for additional teaching periods under paragraph 4.2.2 will be communicated to the department chair, who will notify the teachers in the department.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

Date: 4-11-11



**SIDE LETTER 7**

The Lancaster Central School District and the Lancaster Central Teachers Association agree that “A district-wide Health Insurance Committee shall be established, with representatives appointed by the District and each of the bargaining units in the District, including the LCTA. The Health Insurance Committee shall meet two times per year (January/June) to review and analyze quarterly statements as provided by the health insurance provider.”

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11


Date: 4-11-11

**SIDE LETTER 8**

For the 2010-2011 school year all teachers will submit verification for all credits earned prior to July 1, 2011. Carry over hours will be limited to less than one full credit (i.e. less than 15 hours) and be awarded the new pay rate of \$60.00 per credit hour for the 2011-2012 school year. Any in-service credit hours completed prior to July 1<sup>st</sup> that is not entered into My Learning Plan, submitted by July 1<sup>st</sup> and verified will not be compensated. If verification is delayed through no fault of the teacher after the first pay period in November the teacher will not lose this compensation.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11


Date: 4-11-11

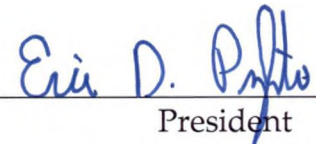
**SIDE LETTER 9**

The parties will continue to meet to discuss observations, evaluations and teacher improvement plan procedures that are required to be negotiated by Education Law Section 3012(c) and the regulations promulgated thereunder. The resolution of these issues discussed by the parties shall be in writing, be placed within the appropriate paragraphs of the collective bargaining agreement, and this writing shall constitute compliance with the requirements of Education Law Section 3012(c).

FOR THE DISTRICT:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President

Date: 4-11-11

Date: 4-11-11

**SIDE LETTER 10**

In addition to modifying section 5.1.4 as set forth above, the LCTA agrees to withdraw, with prejudice, all of the pending grievances relating to the William Street Open Houses (AAA Case No. 15-390-00806-10 02 VEED-C), with each side to pay its own attorney fees.



FOR THE DISTRICT:



FOR THE ASSOCIATION:

Superintendent of Schools

President

Date: 4-11-11

Date: 4-11-11

**LANCASTER CENTRAL SCHOOL DISTRICT  
Lancaster, New York**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

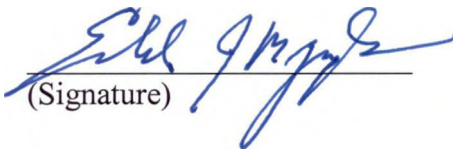
**LANCASTER CENTRAL SCHOOL DISTRICT**

**AND THE**

**LANCASTER CENTRAL TEACHERS ASSOCIATION**

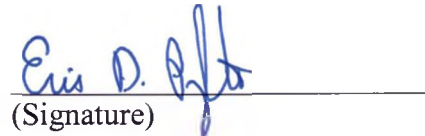
It is agreed that the candidate selected to fill in for a personal illness for which sick bank will be allotted after a forty-five day waiting period shall be considered a daily substitute teacher for twenty (20) days, as per the Agreement between the Lancaster Central School District and the Lancaster Association of Substitute Teachers. On the twenty-first (21) day the teacher shall be given a per diem assignment through the conclusion of the assignment for the teacher receiving pay through the sick bank.

FOR THE DISTRICT:

  
(Signature)

4-11-11  
(Date)

FOR THE ASSOCIATION:

  
(Signature)

4-11-11  
(Date)