

2016-2021

AGREEMENT

Between

**Frontier Central School District
Hamburg Eden, District 4**

and

**Frontier Central Teachers' Association
Local 2663 – NYSUT – AFT – NEA – AFL/CIO**

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THIS AGREEMENT IS MADE EFFECTIVE THE **1ST DAY OF JULY, 2016**, UP TO AND INCLUDING **JUNE 30, 2021**, BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS OF FRONTIER CENTRAL SCHOOL DISTRICT – HAMBURG TOWNSHIP (hereinafter referred to as the “District”) AND THE FRONTIER CENTRAL TEACHERS’ ASSOCIATION (hereinafter referred to as the “Association”).

1.00 RECOGNITION

- 1.01 Majority Designation:** The Association has been designated by a majority of the District’s employees, as hereinafter defined, as their sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment.

- 1.02 Unit Description:** The District recognizes the Association as the exclusive representative and bargaining agent for all certified personnel employed by the District (hereinafter called “employees”), except the Superintendent, members of the central staff, building principals, assistant building principals, and casual and temporary employees, whether or not they shall be actually engaged in classroom instruction. The terms of this Agreement shall apply to regular substitutes employed by the District except for any provision hereof, which conflicts with or is inconsistent with the temporary nature of their employment as such.

2.00 ASSOCIATION DUES

- 2.01 Certification Date:** The Association shall certify to the Superintendent, in writing, the current rate of its membership dues on or before August 22nd.

- 2.02 Authorization:** On or before the second Friday of school in September, the Association shall provide the Superintendent with a list of, and the original, executed dues deduction authorization cards. The form of such cards shall be approved by the District and Association.

- 2.03 Deduction Schedule:** The total annual membership dues for the Association shall be deducted from the wages due the employees who have voluntarily signed the dues deduction authorizations cards in twenty (20) equal installments commencing the first pay period of each contract year. Authorizations for employees submitted after the beginning of the school year will be honored and the deduction made in the remaining pay periods during which deductions are to be taken, commencing thirty (30) calendar days after receipt of such authorization by the District. Association dues deducted shall be promptly remitted to the Association following each payroll period when such deductions were made.

- 2.04 Length of Authorization:** Dues deduction authorizations will remain in effect until cancelled by an employee or until an employee terminates services. Any employee may withdraw his authorization for dues deduction at any time by written notice to

the District Business Office and Association Membership Chairman at least two weeks prior to the pay period in which such deduction shall be made.

- 2.05 **List of Deductees:** Along with the first transmittal of dues monies each year, the District shall supply the Association with a list of all employees on payroll dues deductions as of that date. With each of the following dues transmittals, the District will notify the Association of any additions, deletions, or changes from the original list.
- 2.06 **Agency Fee:** The District agrees to deduct from the salaries of members of the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit such monies promptly to the Association following the same procedures as applicable under the dues deduction sections of this Article.
- 2.07 **Save Harmless:** The Association shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the District to comply with the terms of this Article 2.00 or in reliance on a certification issued by the Association.

3.00 SCOPE OF THE AGREEMENT

- 3.01 **Supersedes:** This Agreement shall supersede any rules, regulations, or practices of the District, which are specifically contrary to or inconsistent with the terms hereof.
- 3.02 **District Retained Rights:** All rights or prerogatives heretofore exercised by the District with respect to all matters not specifically covered in this Agreement shall remain the rights and prerogatives of the District.
- 3.03 **No Strike Clause:** During the life of this Agreement, the Association, its officers, agents, and bargaining unit employees shall not engage in any strike or work stoppage, nor shall they or any of them prevent or interfere with the right of any person to gain access to the District buildings or property.
- 3.04 **Gender Use:** Wherever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the masculine gender.

4.00 ASSOCIATION RIGHTS

- 4.01 **Use of Courier Service:** The Association shall have the right to have minutes of its meetings and notices of meetings delivered through the school courier services in bulk to each school district building where such shall be delivered to the employees by representatives of the Association. At the same time as the minutes or notice are

delivered to the employees, a copy thereof shall be delivered to the building principal. The following shall have the right to deliver to one another, through the school courier service or through E-Mail, Association business correspondence of a confidential personal nature: Association officers, building representatives, and designated committee chairpersons. Subject to the prior approval of the Superintendent, which approval will not be unreasonably withheld, the Association shall have the right to publish and distribute upon school property, information, notices, statements of policy and publicity releases, and such other materials as desired by the Association.

- 4.02 **Use of Meeting Facilities:** School facilities shall be available for Association business meetings after written application by the Association, prior written approval of the Superintendent, which approval shall not be unreasonably withheld.
- 4.03 **Use of Telephones:** School telephones may be used for Association business meetings after written application by the Association, prior written approval of the Superintendent, which approval shall not be unreasonably withheld.
- 4.04 **Union Organization Promotion:** Use of District meeting space, bulletin boards, telephones, mail service and mail boxes for purpose of union organization promotion shall be limited to the recognized bargaining agent only.
- 4.05 **Board Meetings and Agenda:** Representatives of the Association shall have the right to attend all public meetings of the Board of Education notwithstanding residency. The Association President shall be promptly furnished a copy of the Board's agenda and approved minutes of each meeting.
- 4.06 **New Teacher Meeting:** The Superintendent shall notify the Association of the date, or dates, of orientation for new teachers. The Association President, or his designee, shall be entitled to a place on the agenda during these orientation meetings. Other representatives of the Association may have a place on the agenda with the prior approval of the Superintendent.
- 4.07 **Meetings at District Level:** The Board of Education, Superintendent, or their representatives of the Association shall meet as necessary to discuss matters of mutual concern.
- 4.08 **Meetings at Building Level:** The Principal of each school building and/or his representatives shall meet by mutual consent with the Association Building Committee to discuss matters of mutual concern.
- 4.09 **Faculty Lounge:** Each faculty lounge may be equipped with leased coffee and soft drink dispensers by the Association, subject to the prior approval of the Superintendent, provided the District incurs no expense for installation, operation, maintenance and repair of such equipment.

- 4.10 **Association Officers and Representatives:** The Association will provide the Superintendent and building principals a list of names of all Association officers and respective building representatives of the Association by the 13th day of September each year.
- 4.11 **Association Days:** The District will allow up to a total of ten (10) days leave of absence in a school year, without loss of pay or deduction from any other leave, for use by Association officers or designees on Association business. The District will allow up to an additional fifteen (15) days leave of absence in a school year without loss of pay or deductions from any other leave, except the Association shall pay the District for the cost of employing substitutes on any or all such fifteen (15) days. The Association President or his designee shall be allowed up to five (5) days leave for these purposes, without loss of pay and without deduction from any other leave, provided the Association shall pay the District for the cost of employing substitutes on any or all such five (5) days. In all cases of leave under this Section 4.11, the Association President shall give the Superintendent written notice of the beginning and ending dates of such leave and the names of the teachers involved at least two (2) school days prior to the first day of leave.
- 4.12 **Association Release Time:** The President of the Association and its Grievance Chairman will be entitled to use their daily conference period and one supervisory period for the conduct of Association business provided that conferences with students or parents shall not be superseded or delayed thereby. The foregoing will also be applied to the Association's Vice Presidents (2), Secretary, Treasurer and head building representatives in each building. If any of the foregoing officials has to leave his assigned building for such a conference, he must notify the building principal of his whereabouts.
- Furthermore, the President of the Association and its Grievance Chairman will be entitled to 5 total additional release days.
- The Association shall pay the District one-half (1/2) of the cost for employing substitutes on these days.
- 4.13 **Printing and Distribution of Agreement:** The present practice respecting the printing and distribution of this Agreement shall be continued.
- 4.14 **Bulletin Board:** The Association shall have the right to place a bulletin board for its exclusive use in each faculty room. The Association shall supply the boards, which must be of a reasonable size acceptable to the District. The District will hang the boards at a reasonable spot in each faculty room, which is acceptable to the Association.

5.00 EMPLOYEES' RIGHTS

- 5.01 Disciplining of Employees:** Disciplining of an employee shall normally take place in the privacy of his immediate supervisor's office and shall not take place in front of students, unless immediate or emergency corrective action is reasonably required.
- 5.02 Tentative Assignment:** Employees will be notified by June 15th of their tentative grade or subject assignment, room assignment, and tentative building assignment. Notifications of tentative schedules for the ensuing year shall be done by July 31st
- 5.03 Leave After Student Dismissal:** Employees, after notification to the building principals, may leave the school after the students in the building have been dismissed, without having to make up the time, to: (1) attend District-approved meetings of the Association or its committees, concerning employee's business; (2) attend grade level or department meetings called by the District; (3) attend graduate school class and/or workshops convening at or prior to 4:30 p.m.; (4) attend District-approved school or community functions convening at or prior to 4:30 p.m.
- 5.04 Charge for Co-Curricular Events:** The District shall make co-curricular events available to all employees without charge. Spouses and other members of the employee's family shall pay the regular charges for admissions and participation.
- 5.05 Staff Entering Classrooms:** Classrooms shall not be entered while in session by the custodial and janitorial staff, except in emergencies, or upon the teacher's request when janitorial staff is available.
- 5.06 Dismissal of Probationary Teacher:** When the Superintendent recommends dismissal of a probationary teacher during the probationary period (excluding recommendations not to grant tenure), the Superintendent will give the teacher thirty (30) calendar days advance notice of the intended recommendation and the date of the board meeting when said recommendation will be considered by the Board of Education. Not later than twenty-one (21) days prior to such a meeting, the teacher may request a written statement of the reasons for such a recommendation, which will be furnished within seven (7) days after receipt of the request. If the Board votes to dismiss the probationary teacher, it will furnish written notice of dismissal to the teacher thirty (30) calendar days before the effective date of dismissal.
- 5.07 Association Representative at Disciplining of Employees:** If requested by an employee or an administrator, an Association representative will be entitled to be in attendance at a meeting called by any District supervisor for the purpose of (1) advising that employee of disciplinary action to be taken against the employee; (2) issuing a written reprimand; (3) advising that employee of a supervisor's recommendation to suspend or discharge the employee; or (4) reviewing disciplinary action taken or to be taken against that

employee. This paragraph shall not be applicable to observation and evaluation processes and does not effect the supervisor's right to issue disciplinary action.

5.08 Discrimination Because of Association: No employees shall be discriminated against due to membership or non-membership in the Association, or participation or non-participation in lawful Association activities.

5.09 Personnel File:

- a. Upon request to the appropriate administrator, arrangements will be made in advance so that teachers may review the contents of their own personnel file located in the District's Central Office and in the building principal's office. All pre-employment information of a confidential nature will not be made available for inspection by teachers.
- b. No undated and/or unsigned materials will be placed in the teachers' files.
- c. The teacher may request and shall receive a copy of documents in the teacher's own personnel file, except pre-employment information of a confidential nature, at no expense to the District. The teacher's cost will not exceed 10 cents per page.
- d. The teacher shall be entitled to submit for inclusion in the personnel file his own signed and dated response to any material in the file.
- e. File materials, which are proven to be erroneous, shall then be expunged and removed from the file.
- f. These personnel files are those maintained by the District as the repository of permanent employment records.

5.10 Mileage Reimbursement: The District will reimburse teachers for mileage when their regular assignments are in two (2) or more buildings during a single day only when the travel is in the teacher's personal vehicle. Effective each July 1st the Board of Education shall set the mileage reimbursement rate at the maximum allowed by the Internal Revenue Service for business deductions. Those positions that have mileage incorporated as an element of the total salary are not eligible for further mileage reimbursement under this section. A voucher for mileage reimbursement shall be for at least fifty (50) accumulated miles, except for the final annual claim. Further reimbursement regulations are included in Section 5.11. Any mileage other than set forth in Section 5.11 for which teachers are required to use their automobiles for school business must have prior reimbursement approval.

5.11 Approved Mileage Distances: When a staff member is required to use his/her personal automobile to attend to "school business", the individual may request reimbursement from the School District as follows:

- a. Travel must be in the staff member's personal vehicle.

- b. The mileage reimbursement rate approved by the Board Of Education shall apply for the entire fiscal year.
- c. The mileage figures appearing below represent the established/approved distances between various Frontier School Facilities using the shortest route available. These figures also include the distance required to park your vehicle in a centrally located area in each building's parking lot.
- d. In most cases the "one-way" distance should be doubled for a "round-trip" travel.
- e. In the event that the actual mileage traveled differs from the distance figure appearing below, a written explanation must be provided (attached to a mileage claim form) to receive additional mileage reimbursement.
- f. If your school approved travel requires that you use a "toll" road/parking (i.e. NYS Thruway, Grand Island Bridge, parking fee) a signed (you must sign) payment receipt must be affixed to your mileage claim form.
- g. You must sign and date ALL mileage claim forms (including all toll receipts). Claim forms must be forwarded to your immediate supervisor for approval (sign, date and assign budget code) and then forwarded to the Business Office for processing/payment. Your immediate supervisor will be responsible to prepare a purchase order for your mileage payment. If it is anticipated that you will be submitting multiple mileage claim forms throughout the year, then one (1) "all inclusive" purchase order should be established at the start of the school/fiscal year.
- h. Mileage Reimbursement Claim Forms should be submitted when the dollar amount of the reimbursement exceeds \$25.00 or no later than June 25th of a given fiscal year.

From	To	Approved Distance
Big Tree School	High School/Bus Garage	.1
	Middle School	4.9
	Blasdell School	2.6
	Cloverbank School	4.9
	Pinehurst School	7.6
	FEC	5.0
Blasdell School	FCLC	.9
	High School/Bus Garage	2.7
	Middle School	6.7
	Cloverbank School	5.9
	Pinehurst School	8.9
	FEC	6.0
Cloverbank School	FCLC	2.6
	High School/Bus Garage	4.5
	Middle School	1.5
	Pinehurst School	3.5
	FEC	.5
Pinehurst School	FCLC	4.4
	High School/Bus Garage	7.5

	Middle School	3.6
	FEC	3.2
	FCLC	7.8
High School/Bus Garage	Middle School	5.0
	FEC	4.9
	FCLC	1.0
Middle School	FEC	1.0
	FCLC	4.2
FEC	FCLC	5.0

6.00 TEACHERS' FACILITIES AND EQUIPMENT

6.01 **Faculty Rooms, Lunchrooms, and Lavatories:** Employees shall have the following facilities to the extent that they are presently existing and in all new classroom buildings:

- a. There shall be at least one (1) faculty room in a building with less than forty (40) teachers and at least two (2) faculty rooms in a building with forty-one (41) or more teachers. The rooms shall be adequate in size to accommodate this number of employees and provide access to resources necessary to perform their professional responsibilities.
- b. Rooms for lunch facilities separate from students will be made available to employees.
- c. Rooms for lavatory facilities separate from students will be made available to employees.

6.02 **Classroom Facilities:** The District shall provide where not now provided:

- a. A separate desk with lockable drawer or lockable space for every employee. Space for every employee to store coats and personal items.
- b. Presentation display space in every classroom.
- c. Copies of the basic text and teacher manual in each of the courses he/she is to teach for the exclusive use of the employee.
- d. Instructional supplies and resources necessary to perform daily teaching responsibilities.
- e. Storage space for instructional materials.
- f. Testing regulations and scoring information as needed and applicable as provided by New York State Department of Education or other regulatory agency in a timely manner.

6.03 **Student Registration Forms:** All initial student registration forms shall have the biographical information completed by the office clerk by the time of registration.

7.00 TRANSFERS AND VACANCIES

7.01 **Transfer Outside Certification:** Employees shall not be transferred out of their area of certification unless in an emergency and with prior approval of the involved employee.

7.02 **Posting of Vacancies:** All vacancies, which are to be filled, including pending vacancies and newly created positions (i.e. TOSA's) in the bargaining unit, will be posted on the bulletin board in the office of each District school building when the vacancy occurs. Applicants for newly created positions in the unit must file written application with the Personnel Office within five (5) business days of the posting. The application time for posted vacancies will be a minimum of five (5) days (Saturday and Sundays excluded) from the date of the posting whenever practicable. All other vacancies in the unit will be filled as per section 7.03.

7.03 **Voluntary Transfers:** When positions become available for the upcoming school year, the Personnel Office will post the position via district email and place it on the bulletin board in the office of each District School Building. Teachers who want a change for the upcoming school year in position, grade level, subject assigned or transfer to another building will file a written notice with the Assistant Superintendent for Personnel within 5 business days of the posting. Vacancies occurring during the school year will become available for transfer effective on September 1 of the subsequent school year.

(Example: Mrs. Jones resigns her 4th grade teaching position at Blasdell effective November 15, 2006. Mr. Newby is hired for a probationary appointment to replace Mrs. Jones; Mr. Newby's assignment is 4th grade at Blasdell for the remainder of the 2006-2007 school year. Mr. Newby will be displaced at the end of the 2006-2007 school year and will have to transfer to an open assignment. Mrs. Jones 4th grade assignment will be posted with other vacancies at the end of the 2006-2007 school year.)

All FCTA members who applied will be identified and the Association will receive a list of all applicants.

The primary factor in filling vacancies by voluntary transfer will be selection of the best qualified person. If other factors are equal between two or more applicants for a voluntary transfer, Tenure Area seniority in the area they are applying for will govern. For the purposes of transfer, the seniority of individuals serving as a regular substitute will not be considered until the individual has a permanent or probationary appointment.

The district will notify the successful candidate of his/her pending transfer via telephone. Successful candidates will have 24 hours to accept or decline an approved transfer. Once a teacher accepts one of his choices, he/she no longer has any further opportunity to move, unless agreeable between the teacher and administration. When a vacancy is filled via transfer, an email will be sent to all teachers notifying them of the filled position.

In the event such appointment results in a change of tenure area, such appointment shall be pending Superintendent recommendation and Board of Education appointment. Voluntary transfers will become effective at the beginning of the school year.

7.04 Involuntary Transfers:

1. Teachers whose positions are to be eliminated or are to be reassigned shall be notified in advance of that possibility when administration considers it to be a serious possibility. Transfers or reassignments shall be made only after a meeting with the teacher and administration with the advice of the principals involved.
2. A meeting with the employee, building principals involved, and the appropriate supervisor, acting as the designee of the Superintendent, will be held as early as possible prior to transfer or reassignment to review the need for transfer, new job responsibilities, and alternatives, if any.
3. The teacher will be given an opportunity to express preferences. Those preferences as well as qualifications and seniority will be given serious consideration in making the final assignment. Positions will be filled in this order: first by those FCTA applicants applying in January, next by displaced teachers, finally positions will be filled from the new-hire candidate pool.
4. Voluntary rather than involuntary transfers will be encouraged. The District will prefer for assignment or transfer to a vacancy, teachers who would otherwise be involuntarily transferred from their positions.
5. If the teacher must be involuntarily transferred, the teacher with the least seniority in that grade level or subject area in that building will be the one to be transferred or reassigned after written notice has been given. In the event an involuntary transfer is necessary from one building to another, the teacher with the least seniority in that building, in the affected tenure area, shall be transferred after written notice has been given. For this section, seniority shall be defined as continuous service in the affected tenure area in the District. The vacancy created by such involuntary transfer need not be posted under the job posting provisions of section 7.02.
6. To whatever extent the parties may mutually agree, additional guidelines may be prepared to implement the foregoing.

7. In the event there is a teacher retirement and a simultaneous reduction of sections, in the same grade level and building, the least senior teacher in the affected tenure area will be displaced. The resulting vacancy created by the retirement shall be posted. The displaced teacher referenced above may then apply for the vacancy in accordance with section 7.03 above.

7.05 **Applicant Consideration:** Vacancies shall be filled from applicants within or without the District. Considerations provided in the Agreement will be given to certified employees of the District who apply for such vacancies.

7.06 **Layoff and Recall:** The teachers who are laid off due to a reduction in the teacher staff will be those with the least tenure area seniority within the tenure area affected. The employee shall be notified in writing. "Tenure area seniority" shall mean continuous service in the tenure area since the employee's most recent date of appointment by the Board, less periods of unpaid leaves of absence. Upon layoff, the teacher's name must be placed on a preferred eligibility list for purposes of recall within seven (7) years after layoff to any vacant positions, as required by law. Upon recall to employment, the reinstated teacher shall again be credited with those benefits which the teacher had accrued up to and as of the date of layoff from District employment.

8.00 EMPLOYEES' ADDITIONAL DUTIES & RESPONSIBILITIES

8.01 **No Prejudice or Bias:** Employees shall teach all students assigned to them in a professional and competent manner and also conduct all of their in-school activities in a nonpartisan manner without prejudice or bias as to social standing, income, race, creed, or national origin.

8.02 **Extra Help for Students:** Employees shall provide instruction and assistance within the teacher's day beyond that considered regular or normal for a particular age, grade or subject taught by such employee for all students requiring or requesting such instruction. All written assignments submitted by students to an employee shall be reviewed and returned, when directed by the employee's respective building principal, within ten (10) working days from the receipt of the paper from the student. In the case of term papers, a longer period of time will be allowed.

8.03 **Conferences:** It is a teacher's professional obligation to be available for conferences with building principals, parents, and/or department chairmen who may request such conferences at a reasonable hour and for reasonable duration. Whenever feasible, conferences shall be scheduled during the normal teacher working day and shall not exceed one (1) hour in length. In each building in which there is at least one office or classroom not being used as such, at least one such office or classroom shall be made available to teachers in that building for use during parent teacher conferences.

- 8.04 **Lesson Plans:** a) **Teachers** - Weekly lesson plans shall be prepared on a regular basis so as to have one (1) week's plans available at all times at least one (1) week prior to the day that such materials will be taught. Upon request, lesson plans shall be submitted to the building principal, his designated representative, or the department chairperson. Such lesson plan shall be made available to the substitute teacher at the start of the teacher day or, in case a teacher is absent for only part of the day, beginning with the first class hour that the regular employee is absent and a substitute provided.
- b) **Teacher Assistants** - Copies of lesson plans may be supplied by the classroom teacher; teacher assistants will not be required to create lesson plans. Teacher assistants will be required to implement supplied lesson plans.
- 8.05 **Use Proper Channels:** Employees shall use the proper channels for the conduct of official school business.
- 8.06 **Prohibited Communications to Students:** Employees shall not use District buildings, classrooms, or other facilities to promote with students personal views on religion, race, or partisan politics. Teachers shall not address or otherwise directly communicate with students about local teacher District contract negotiations.
- 8.07 **Faculty Meetings – Building Principal:** Building principals, in their discretion, may call a faculty meeting not more frequently than once a month during the school year for a period not in excess of one (1) hour. Each building principal may call ten (10) additional faculty meetings during the school year as needed. All teachers shall be required to attend unless excused by the building principal.
- 8.08 **Faculty Meetings – Supervisor:** The Assistant Superintendent for Instruction, Director of H.P.E.R., Director of Pupil Personnel Services and building principal may call mandatory grade level and/or department meetings not more frequently than once per month during the school year for a period not in excess of one (1) hour. The Assistant Superintendent for Instruction, Director of H.P.E.R., and Director of Pupil Personnel Services and building principal may call ten (10) additional grade level and/or department meetings during the school year as needed.
- 8.09 **Faculty Meetings – Number and Notice:** No employee will be expected to attend a total of more than twenty (20) faculty, grade level and/or department meetings during the school year. Attendance at faculty, grade level and/or department meetings in excess of twenty (20) will be on a voluntary basis. Whenever practicable, teachers will be given at least five working days in advance notice of all such meetings which are expected to last more than fifteen minutes beyond the regular teacher day.

- 8.10 **Supervising Activities:** All employees (as defined in 8.10(a) and (b)) shall attend in a supervisory capacity three supervisory activities: 8.10 (a) and (b) as assigned by the District. Before an administrative assignment is made, teachers will be given an opportunity to volunteer for a supervisory activity of their choice. Teachers who are required to attend such events will be excused from school on that day after the students in the building have been dismissed, without having to make up the time, in order to attend such events. By mutual agreement an evening of elementary parent conferences may be substituted for a supervisory assignment.
- a) Elementary schools: Parent Information Night, Open House, as assigned by the administration, and one other supervisory activity.
 - b) Middle and High School: Supervisory activities may include Open House, parent conference evenings, and/or other supervisory activities as assigned by administration.
- 8.11 **Detention:** Detention is reserved for serious, although not suspendable, offenses. Students will be assigned to detention by the principal or assistant principal. It shall be the individual teacher's responsibility to issue and supervise his own detention situations for lesser offenses. Detention hall supervision shall be assigned by the building principal to teachers who volunteer, but if there are no volunteers or an insufficient number of volunteers, the building principal may assign non-volunteers on a rotational basis. Detention hall supervisors shall be paid the rate set forth in Appendix C-1 and C-2 per session (each session being about one (1) hour in duration).
- 8.12 **Student Supervision:** Employees shall be responsible for and supervise students at all times, including arrival and dismissal times, and shall supervise bus loading and unloading, lavatories, cafeteria and playground. In making final assignments, the building principal will first consider volunteers and he will fairly distribute assignments among available staff as far as is practicable. All employees shall have an obligation to supervise the corridors outside their respective classrooms during the work day.
- 8.13 **Emergency Supervision:** An adequate number of employees necessary for the supervision of students remaining in each building shall stay beyond the normal day during emergencies.
- 8.14 **Home Instruction:** Home instruction assignments will be offered first to the teacher to whom the absent student is normally assigned for the grade or subject in question.
- 8.15 **Admission to Building:** By prearrangement with the building principal and/or building custodian, teachers shall be entitled to be admitted for school business purposes to the school buildings in which they work at any hour when a custodian is on duty in the building to which the teacher seeks admission.

8.16 **SUPPLEMENTAL ACADEMIC INTERVENTION SERVICE (SAIS):** This program shall be referred to as Supplemental Academic Intervention Service (SAIS), for the purpose of developing a remediation program to help students' better meet the New York State Learning Standards. These services are part of the District's larger AIS plan to remediate students during the contract day. The term "Supplemental" refers to compensated services outside of the FCTA contract day. Academic Intervention Services must remain consistent with the services provided students during the contract day prior to this agreement. Retroactive compensation shall be paid to FCTA members in accordance with a previous Memorandum of Agreement between the Association and the District.

Need Assessment: SAIS will be approved by the Building Principal and coordinated with the teacher selected for such service. Teachers who desire to be placed on the approved list must apply through their Building Principal. Building Principal recommendations are to be forwarded to the Personnel Office for Board of Education Approval for the school year in which the teacher is recommended. SAIS services will generally be offered to teachers within the building the services are requested. If no teachers are interested in providing the service, the opportunity will be posted via the Wide Area Network with adherence to the timelines established in section 7.02 of the collective bargaining agreement.

Selection of Personnel: Although it is generally most practical to have the teacher most knowledgeable with students provide SAIS, the primary factor in filling Supplemental Academic Intervention Service positions will be the selection of the best qualified person. If other factors are equal between two or more applicants, District seniority will govern. If there are no responses to the opportunity within a building and no FCTA members respond to the opportunity advertised via the WAN, per section 7.02 of the collective bargaining agreement, the position will be open to members outside the bargaining unit. The length of a teacher's eligibility shall be one school year and building principals are to recommend teachers to provide services annually. Service in the SAIS shall be distinct and separate from the regular school program. Specifically, a teacher working in the SAIS program shall acquire no additional rights to seniority.

Compensation and Group Size: Compensation shall be set forth in Appendix C. Unless mutually agreed upon, group size shall not exceed ten (10) students.

Session Scheduling and Duration: SAIS should not begin after 7:30 p.m. Monday-Friday; after 3:00 p.m. on Saturday; and not at all on Sunday. Exceptions to these general guidelines may be considered through mutual agreement between the teacher and the Building Principal. Where opinions differ, scheduled times which serve the maximum number of students shall be

the deciding factor. Where two teachers are providing the same level of remediation, and enrollment diminishes to a small number of students, the Building Principal will retain the right to combine groups and stagger the teachers' service.

Location: This current agreement provides for SAIS for students enrolled exclusively at Pinehurst, Cloverbank, Big Tree, Blasdell, Frontier Middle, Frontier High School, and Frontier Community Education, and must take place in those facilities unless otherwise agreed upon. Community Education courses qualifying for SAIS is limited to remediation of a specific course offered as part of the Frontier K-12 curriculum. Courses such as SAT prep and Computers do not qualify for SAIS services.

Duration of this Agreement: Provided the District continues the practice of delivering Academic Intervention Services outside the contract day, the provisions of this SAIS Agreement shall remain in effect. The District is in no way obligated to continue to provide SAIS outside the contract day. Either party may contact the other in writing in the spring of each year if there is a need to review the provisions herein.

9.00 ABSENCES

9.01 Notification of Absence:

a) Unless otherwise provided, an employee who is to be absent from his scheduled assignment shall notify his immediate supervisor in sufficient time relative to such absence so that other personnel may be assigned, and he shall notify his immediate supervisor as to the time of his return in sufficient time to permit the proper scheduling of such return. If the immediate supervisor expects to be unavailable to receive such notification, the supervisor shall leave word as to an alternate number to call.

b) In positions requiring replacement or reassignment of other employees, the time for reporting absences will be set by the building principal, and a notice shall be posted in the faculty room(s). Before posting this notice, the building principal will confer with the Association building representative for suggestions and comments. In cases not covered by the posted notice, "sufficient time" shall mean two (2) hours.

c) Failure of the employee to report his absence, or his return, in "sufficient time," if such notification is not otherwise waived, will result in full or partial deduction of his salary for each such occasion.

9.02 **Absence Reports:** All employees shall file an absence report for each absence on forms provided by the District the same day they return to work. If the absence exceeds five (5) working days, the absence shall be reported by the employee, or his representative, directly to the Central Office within the prescribed time.

9.03 **Illness or Disability Absences:** When an absence, whether paid or unpaid, is due to the employee's illness or disability and the absence exceeds four consecutive working days, or a total of ten working days in a school year, the District may require either or both of the following:

1. If notice of the need is given to the employee while the employee is still absent, a certificate from the employee's attending physician, nurse practitioner or physician assistant which verifies that the absence was because of illness or disability and, if the absence has been for five consecutive weeks or more, that the employee is fit to return to work.
2. A medical examination by a physician designated and paid by the District. This shall not require action by the Board of Education.

10.00 SICK LEAVE

10.01 **Definition:** Sick leave is leave with full compensation. Sick leave shall be for inability to work because of disability resulting from sickness or injury.

10.02 **Credit:** Sick leave credit, above that mandated by State law, shall not be earned for any month during which the employee is absent for the entire month. An employee shall not earn sick leave credit above that mandated by State law while absent on sick leave, Workers' Compensation, or any other type of leave. These deductions will be taken into account in crediting available sick leave the following school year.

10.03 **Explanation and Notice of Absence:** Each absentee shall, within five (5) days after the beginning of such absence, give, in detail, the reason for the absence and the probable date of return. When an employee knows in advance that he will be absent because of illness or injury (e.g., scheduled surgery or treatment, pregnancy), the employee shall notify the District of the anticipated need to be absent as soon as practicable after he becomes aware of the need.

10.04 **Amount of Leave Earned:**

- a. Beginning July 1, 2017, all ten (10) month employees of the District shall receive a yearly sick leave allowance according to the following table:

Year 1-17 – 13 days
Year 18 -25 – 16 days
Year 26+ - 20 days

Employees with eleven (11) and twelve (12) month assignments shall earn 1 extra day per month worked above 10 months (pro-rated for half month worked).

As of July 1, 2016, any member already earning 20 sick days is grandfathered at that amount.

- b. Sick leave earned during the fiscal year shall be credited to the employee at the beginning of the year. Those employed after the beginning of a fiscal year shall be credited with sick leave proportionate to the length of service to be rendered. Sick leave not used shall be accumulative up to a maximum of two hundred eighty () (280) days.
- c. When transferring from the FCEA unit a Teacher Assistant may bring their accumulated sick days with them into the FCTA unit. In addition, if a Teacher Assistant is promoted to a Teaching position they may bring their accumulated sick days with them into the new position.

10.05 Family Illness & Adoption:

- a. Each school year eight (8) days deductible from sick leave will be available for illness in the employee's immediate family, which requires the presence, and care of the employee. "Immediate family" means parent, spouse, brother, sister, son or daughter, parent-in-law, one who served as a legal guardian or foster parent in the employee's youth, not residing in the employee's household. The benefit will be ten (10) days for members of the employee's immediate family residing in the employee's household or other resident of that household.
- b. Adoption: In order to qualify for utilization of sick time toward the adoption of a child, the employee must have a minimum of 20 accrued sick days. The employee can use 10 of their accrued sick days toward the adoption process.

10.06 Sick Leave Bank: Regularly scheduled, full-time teachers will be automatically enrolled in the bank, if, on September 1 of the school year, they have:

- A. Eligibility
 - 1. Twenty (20) or more days of accumulated sick leave; or have three (3) or more years of service in the District. FCTA members hired after July 1, 2017 are eligible to join the sick bank after 4 years of service and an accumulation of 25 sick days and must contribute 4 days on the first day of eligibility.
 - 2. During his/her service with the District, a teacher shall have only one opportunity to become a member of the Sick Leave Bank.
 - 3. Upon first eligibility the District will notify each employee that he/she will be automatically enrolled in the Sick Bank.

4. In the event that the employee wishes to decline enrollment in the Sick Bank, they will have 60 calendar days to inform the District, in writing, of their intent.

B. Administration

The bank will be administered by the Superintendent or his appointee under the following regulations:

1. A participant must exhaust all but 5 (five) sick/personal leave days before using the sick leave bank.
2. Beginning September 1, 2017, an employee must contribute additional days to the sick bank each July 1 for each sick bank day he/she uses on a 1 for 2 basis (50% of days used from sick bank) up to 5 per year until paid off or until retirement whichever comes first.
3. Beginning July 1, 2017, for each day or half day that an FCTA member who requires a sub is absent for a full day or half day and no sub is provided and coverage is provided by an FCTA member, that day or half day will be added to a pool of days. If on September 1st of the following year, the sick bank is less than 500 days the District will contribute the days in the pool up to a maximum of 250 days. After this determination is made, the pool will be reset to zero. Additional days will be added by members as per 10.06B4 if the bank is still below 500 days.
4. Each participating employee will contribute one (1) day of accumulated personal sick leave on an irrevocable basis in September of each year unless the total days in the bank is five hundred (500) or more on September 1, in which case current members may remain in the Bank without contribution and new members may join by contributing a day of accumulated personal sick leave. If the sick bank falls below 100 days during any year, each participating employee shall be required to contribute one additional day at that time.
5. For a person who has exhausted his sick leave, use of leave days in the Bank shall be permitted, as provided below, for a member suffering disabling injury or illness. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician or nurse practitioner. A physician or nurse practitioners statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted with application. The teacher's physician or nurse practitioner must commit to in writing the fact that the disability is such that the teacher cannot perform his or her essential job duties as a teacher. Essential job duties are

understood to mean planning and execution of the teaching function. The applicant will see the District's physician when requested by the district. In the event of a dispute over the employee's ability to work, a third party medical opinion will be retained to resolve the dispute.

6. A member of the Bank may apply for up to thirty (30) days of leave. Should the disability or illness continue, a second application for up to an additional thirty (30) days may be submitted, to be paid. In the event that the disability or illness continues beyond the date of the second leave, two extensions may be granted for up to fifteen (15) days each.

7. Beginning July 1, 2017, if a member needs to use sick bank for any additional disabling injury or illness in the same school year then the member must first use a five day unpaid leave without loss of health insurance.

10.07 Attendance Improvement Plan: Effective July 1, 2016, attendance improvement plan is only available to teachers who choose not to avail themselves of the Sick Day Buy Back as described in Section 10.08. A teacher with seventeen years of service with the District and a minimum accumulated sick leave of 175 days who resigns for purposes of retirement will be entitled to reimbursement for unused accumulated sick leave during the six years prior to the separation of services as follows:

Years Prior to Separation	Maximum Reimbursable # days	11-12 and thereafter	Maximum Annual Allowance
1	20	\$105	\$2100
2	20	\$100	\$2000
3	20	\$95	\$1900
4	20	\$90	\$1800
5	20	\$85	\$1700
6	20	\$80	\$1600

10.08 Sick Day Buy Back: Effective July 1, 2016, Sick Day Buy Back is available to employees that meet all of the following criteria:

- A. Must not have availed themselves of the Longevity Recognition Payment in accordance with Section 31.00;
- B. Submit an irrevocable letter of resignation to the superintendent, for the purpose of retirement, by February 15, 2017, or by December 15th of subsequent years;

- C. Retire from employment as of the following July 1st pursuant to the rules of NYS Teachers' Retirement System;
- D. Be in a full-time position during the school year in which the letter of resignation is submitted; and
- E. Have completed at least seventeen (17) years of service with the District as of the effective date of retirement.

The employee meeting all of the above criteria will be entitled to reimbursement for unused accumulated sick leave as follows:

Years Prior to Separation	Maximum Reimbursable # days	Amount per Day	Maximum Annual Allowance
1-5	100	\$130	\$13,000
Balance rolled to 5 th Year prior to separation minus 100 days	180	\$100	\$18,000
Total Maximum Payment			\$31,000

If an employee earns more or less than 20 days in any of the last five years, the annual allowance will be calculated as maximum annual allowance, from the table above, reduced by days used times the amount per day. For example, if you earn 95 days and use 25 days in the last five years prior to retirement, you would earn \$9,750 for those years calculated as \$13,000 – (25 x \$130).

Days donated to sick bank are taken from accumulated balance so they will be deducted from the balance rolled into the fifth last year as described in item (3) below, unless there is no balance. If there is no balance rolled into the fifth last year, the donated sick days will be counted as a day used in the last five years preceding retirement.

The sick day balance that is rolled into the fifth year preceding retirement will be reduced by all of the following before calculating payment:

1. 100 days;
2. Any days used in excess of days earned for any of the last five (5) years prior to retirement; and
3. Any days donated to sick bank in the five years preceding retirement.

10.09 Attendance Improvement Plan or Sick Day Buy Back – Payment:

Effective for the 2016-2017 school year, employees covered by the District health insurance plan on the date of their retirement, such reimbursement will be placed in a fund and used until expended to pay the premium for continued enrollment in the health insurance or dental plan by the teacher after separation.

For employees not covered by the District health insurance plan during 2016-2017 and all employees retiring after July 1, 2017, the District agrees to make a non-elective employer

contribution in the amount of the individual unit member's sick leave conversion computed as specified herein. Such non-elective employer contribution shall be remitted to the 403(b) plan of the employee's choice, for the benefit of the employee. The incentive shall be deposited as a non-elective employer contribution into an Internal Revenue Code Section 403(b) Plan account, as set forth in the document which establishes the procedures of the District for such contributions, in the amount of One Thousand Dollars (\$1,000) each month until the total amount of the teacher's incentive is exhausted.

The non-elective employer contribution (also known as severance or retirement benefit) is available to all employees who meet the requirements of Section 10.07 or 10.08.

Including the provisions of Section 31.03, the maximum non-elective employer contribution into an Internal Revenue Code Section 403(b) Plan account to which the employee is entitled under either or both contract sections shall be \$1,000.00 per month.

11.00 PERSONAL LEAVE

11.01 Definition: The purpose of personal leave is to allow an employee to be absent without loss of pay to meet non-recreational needs, which are of such a nature that the teacher cannot reasonably be expected to fulfill those needs outside of working hours. Some examples of such needs are house closings, emergency repairs on the employee's residence, scheduled (non-emergency) appointments with legal services providers, and appearances in courts, but the acceptable reasons for personal leave are not limited to the preceding examples.

11.02 Compensation, Limits: This leave provides full compensation for such absence if proper approval is received. Approval of personal leave requests shall not be unreasonably withheld. The District may place reasonable limits on the number of teachers on personal leave at any one time on a District-wide, building, department, or grade level basis.

11.03 Requests: Requests for personal leave shall be submitted on District-provided format. By July 30, 2017, the district shall have a digital process in place for approving/disapproving/and notification thereof of such requests. Except when the employee is prevented from doing so by circumstances beyond the employee's control, the request for personal leave must be submitted not later than the fifth working day immediately preceding the first day of the requested leave. If the teacher is so prevented, the request shall be submitted as soon as those circumstances reasonably permit. If the request is to be denied, the District shall so notify the employee not later than the third consecutive school day after the day on which the request was submitted.

11.04 Amount and Reasons: An employee may be granted up to three days unrestricted personal leave each fiscal year. Such days shall not be charged to sick leave. The

absence of a stated reason shall not be a reasonable basis for withholding approval of the request.

11.05 Restrictions: Personal leave normally will not be granted for any working day which is consecutive with a holiday or recess period or for any working day which is consecutive with a paid day of absence that is in turn consecutive with a holiday or recess. Personal leave normally will not be granted for the first or last days of the school year. Personal leave will not normally be granted on consecutive school days. However, when the employee can demonstrate that extenuating circumstances justify an exception to the general rule stated above, the Superintendent will grant personal leave on any of the days referred to in this paragraph if the other conditions of this Article 11 have been met.

11.06 Accumulation to Sick Leave: Unused personal leave will be credited to accumulated sick leave at the end of the fiscal year to the extent, if any, that this does not cause the maximum set forth in 10.04 (b) of this Agreement to be exceeded.

12.00 UNPAID LEAVES OF ABSENCE

12.01 Discretionary Leaves:

- a. Such leave is granted without compensation and other benefits and shall be granted only at the discretion of the District. Applications shall be written and filed with the Central Office.
- b. Any unpaid leave of absence may be approved for as long as two (2) semesters, subject to extension for one or two additional semesters if the reason or purpose for the leave is stated and is not covered under other leave policies already in effect. The length of the leave shall be determined by the starting date of each semester involved. If the District grants a leave of absence to a teacher for the sole purpose of seeking alternative employment after July 1, 1994, such leave will not be subject to the extension provision of this paragraph.
- c. Requests for such a leave for a period of less than ten consecutive weeks shall be considered on a case-by-case basis and the granting of any particular leave shall not be regarded as a precedent which has any bearing on the granting of any other leave. However, such a leave shall not be denied arbitrarily or capriciously.
- d. Actual application for the leave shall be submitted to the Superintendent at least sixty (60) calendar days in advance of the first day of leave whenever possible and in no case later than the fifth actual day of absence if immediate leave had to be taken without notice because of circumstances beyond the teacher's control. Leaves of absence as described above will not be posted for internal transfer and the assignment will be held for the

absent employee. The district is not required to post the position to fill the absence with a substitute.

12.02 Rules Applicable to All Unpaid Leaves:

- a. Any employee who returns to work from an unpaid leave of absence will be entitled to displace the regular substitute who was hired as the regular employee's replacement.
- b. Notwithstanding any other term of this Agreement, advance notice shall be given at the times listed below before return to work following any unpaid leave of absence.
By November 15th for return to work the second semester.
By May 1 for return to work the following (1st) semester.
Sixty (60) calendar days in all other situations.
- c. No person shall be in any way penalized for employment while on an unpaid leave of absence.

13.00 CHILD-REARING LEAVE

- 13.01 Purpose:** Subject to the conditions set forth in this Article 13.00, child-rearing leave shall be granted to any teacher, who desires to resume active employment, for the purpose of caring for a child who is a resident in the teacher's own home during the period of the leave and who will not have passed its fifth birthday on or before the first day of the requested leave.
- 13.02 Notice of Need:** Where the need for the leave can be reasonably anticipated in advance, as in the case of pregnancy, pending adoption, child's return from the hospital, and the like, the teacher shall give the Superintendent written notice of the impending need for the leave and as close an approximation as possible of the date when the teacher requests the leave to begin.
- 13.03 Application Deadline:** Actual application for the leave shall be submitted to the Superintendent at least sixty (60) calendar days in advance of the first day of leave whenever possible and in no case later than the fifth actual day of absence if immediate leave had to be taken without notice because of circumstances beyond the teacher's control. Leaves of absence as described above will not be posted for internal transfer and the assignment will be held for the absent employee. The District is not required to post the position to fill the absence with a substitute.
- 13.04 Length:** The period of the leave shall be for the balance of the semester in which the leave begins and, to the extent requested by the teacher, four (4) additional semesters if the age of the child on the day the leave begins is five years or less; however the leave shall not be longer than five (5) semesters in any five year period.

- 13.05 **No Pay or Benefits:** Child-rearing leave is without pay or benefits of any kind.
- 13.06 **Salary Credit:** A teacher will be granted a full year of salary credit for the year in which the leave began if the teacher completed twenty or more weeks of active service in that year; otherwise no salary credit will be granted for that year. Such credit will be granted only upon the teacher's return to active employment. Salary credit shall not be given for any year in which a teacher is on child-rearing leave except as previously provided in this Section 13.06.
- 13.07 **Probationary Service Credit:** Probationary service credit will not be granted for any period of time spent on child-rearing leave.
- 13.08 **Return Dates:** A teacher must return from child-rearing leave on the first day of the first semester succeeding the last semester of leave. A teacher on leave of one full semester or more shall confirm to the Superintendent in writing his intent to return on the required day and such writing shall be delivered to the Superintendent not later than the date required by Section 12.02(b) of this Agreement. If the teacher fails to file an extension application or fails to resume active employment on time, that shall be deemed to be a voluntary resignation by the teacher which the Board of Education is entitled to accept effective as of the last day of the leave.
- 13.09 **Re-crediting Benefits:** When a teacher returns from a child-rearing leave, he shall be re-credited with all time-accumulated benefits, which he had accumulated as of the day prior to the first day of his leave.

14.00 MILITARY LEAVE AND JURY DUTY

- 14.01 **Definition of Military Leave:** Military leave shall only be granted in accordance with State regulations and, when granted, shall be without compensation. Military leave shall not affect the employee's eligibility for, annual increments or service steps. The Board shall approve an employee's leave for ordinary military duty in accordance with Section 242 of the Military Law or other such regulations as may apply.
- 14.02 **Registration and Medical Examinations:** When teachers are called for registration or medical examinations, payment will be made in full for not more than three (3) days.
- 14.03 **Jury Duty:** Teachers called for jury duty who actually report for and perform jury service, will receive their regular salary for each day of absence from work due to such jury service. Per diem and mileage allowance granted by the court for jury service shall be retained by the teacher for any school day when the teacher did not perform his regular duties because he was required and did serve as a juror. On any school day when the teacher is not required for jury service, he shall report for work and perform his duties as an employee of the District.

15.00 BEREAVEMENT LEAVE

- 15.01 **Death of a Relative:** Each teacher may have one (1) day leave with full compensation in the event of the death of a relative; however, such time is available only between the time of death and the funeral or memorial service.
- 15.02 **Death in Immediate Family or Household:** Where the death is in the employee's household or the employee's immediate family (spouse, child, grandchild, brother, sister, parent, parent-in-law, grandparent or former legal guardian), such leave shall not exceed five consecutive work days which must encompass the day of the funeral or memorial service but which cannot extend over a recess, excluding Thanksgiving Recess.
- 15.03 In the event of an extenuating circumstance, such as but not limited to death of a stepparent, the employee may appeal to the Superintendent of Schools for bereavement time allotted in 15.01 and 15.02. The result of this appeal will not set precedent for future decisions. The Superintendent may request evidence in order to facilitate the appeal process.

16.00 ABSENCE FOR GRADUATION

- 16.01 **Definition:** Faculty members will be permitted to participate in their own graduation exercise without loss of pay providing such request is made in writing to the Superintendent at least ten (10) days prior to such graduation.

17.00 SABBATICAL LEAVE

- 17.01 **Qualifications and Application Deadline:** All teachers, fully certified by the Education Department of the State of New York, having at least seven (7) years of consecutive service in the District's school system are eligible to apply for sabbatical leave. Application shall be made in writing on forms as directed by the Superintendent and submitted to his office no later than February 1 preceding the school year for which such leave is requested.
- 17.02 **Decision Process:** The Association shall appoint a certified member to serve on the Sabbatical Leave Committee. The Superintendent or his designee shall also select one (1) from his staff. These two shall select a third member. The Superintendent shall immediately file all applications with this Committee for its study and recommendation. The Committee shall report its findings and recommendations to the Superintendent. He shall review these recommendations and present the report with his recommendations to the Board of Education for its consideration. The Board shall have complete and full discretionary power to grant or deny sabbatical leave.
- 17.03 **Criteria:** The Committee and the Superintendent and the Board shall consider of primary importance the possible benefits, which may accrue to students of the District. All things being equal, the Board shall strive to achieve a balance of leaves among

elementary and secondary personnel. The selection shall be made through a review of the applications, personal interviews with the candidates, evaluations of their statement of purpose, and other such data as deemed necessary.

- 17.04 **Continuation of Service:** Each candidate shall agree in his application to continue in the employ of the District for a period of two (2) years subsequent to the expiration of his leave of absence. On default of completing such service, he shall refund to the District an amount equal to the money paid him by the District while on sabbatical leave, unless such default was due to circumstances beyond his control.
- 17.05 **Program Alteration and Reports:** During the period of leave, the teacher cannot basically alter the program initially approved without the written approval of the Superintendent. Periodical as well as terminal reports shall be filed with the Superintendent as requested.
- 17.06 **Purpose, Employment, Default:** Such leave is to be granted for graduate study, approved travel and/or research relating to the area of public education. Persons while on sabbatical leave are not to accept full-time positions with another employer. Part-time employment is acceptable when reported and approved by the Superintendent. Leave, which ceases to serve the purpose for which it was granted, or the conditions of which may fall into default, may at the discretion of the Board be terminated and payments withheld.
- 17.07 **Assignment on Return:** The employee shall not be eligible to return to his position until the expiration of leave except with approval of the Superintendent. On returning from leave, an employee will be guaranteed his former position if it has not been abolished and has not been encumbered by a more senior teacher as a result of a staff reduction.
- 17.08 **Duration:** When such leave is granted, it shall be for a minimum term of one (1) semester to a maximum of ten (10) months. The program shall cover the entire term of the leave. Such leave, when granted, shall constitute sabbatical leave, regardless of the length of the leave.
- 17.09 **Number on Leave:** Annually, the Board shall appropriate sufficient funds to provide for three (3) members of the faculty to be absent at the same time on sabbatical leave for the total school year of ten (10) months. This would provide for three (3) yearly sabbaticals or six (6) semester sabbaticals, or a combination thereof.
- 17.10 **Salary:** For the duration of the sabbatical leave, the teacher's salary shall be one-half (1/2) of his gross regular salary, subject to the same regulations relative to deductions as if he were not on leave. The employee shall be entitled to the same increments and retain the same rights for salary schedule advancement as if he had continued in his regular assignment.

17.11 **Pay and Attendance Reports:** The employee on a sabbatical leave shall receive his pay on the same dates as other employees, providing that for each pay period he files at least seven (7) days prior to the pay day his attendance for the pay period on the forms provided in the Central Office.

17.12 **Benefits:** Other benefits shall be continued during the leave. Costs for health insurance provided pursuant to Article 26.00 of this Agreement shall be assumed by the District to be the same amount as if the employee had continued in his regular assignment in the school system.

18.00 PAYMENTS AND DEDUCTIONS

18.01 Pay Periods:

a. Annually, the Board will determine and adopt a bi-weekly pay period schedule. All paychecks, including recess periods, will be issued by the building principal, or other persons designated by the Superintendent as soon as checks are available in the buildings. Changes in the day, time, or method of distribution will be announced by the Superintendent.

b. Not later than June 30th, each ten month teacher shall have the option of choosing to have their annual salary distributed over 22 or 26 pay periods. The first pay date will be the first Friday of school in September. The first pay in September shall reflect 1/44th or 1/52nd of the employee's salary depending upon whether the teacher selects 22 or 26 pays. The remaining balance of the employee's salary will be distributed in equal payments over the remaining 21 or 25 dates.

c. Ten and one-half month employees and eleven month employees shall be paid for their days of work between the end of the teacher work year and the start of the next teacher work year on a per diem basis. They shall elect to receive their salary for the school year over 22 or 26 pay periods as in b, above.

d. Where an employee leaves the employ of the School District during the course of the year before the full amount of the advance is made up, an adjustment will be made for the difference preferably by withholding the excess from the employee's last paycheck.

e. All checks shall be cashed within thirty (30) days from the date of issuance. Checks held for a longer period will not be accepted at the bank designated as the school depository. Thus, checks cashed at other banks after the expiration date will be returned to the employee.

f. When a payday falls on a holiday or during a recess, paychecks will be available for employee pickup by 9:00 a.m. on that day, or the employee may have the District mail the check by so notifying the Business Office at least three (3) working days prior to the holiday or the first day of the recess in question.

g. When a payday falls on a day for which school has been closed for emergency reasons, paychecks will be issued by the Business Office between 1:00 p.m. and 3:00 p.m. changes in the day, time, or method of distribution will be announced by the Superintendent.

18.02 Pay Deductions:

a. Deductions for each day of inexcusable or unpaid absence shall be at the rate of $1/200^{\text{th}}$ of the employee's annual salary.

b. No payment will be made for a pay period where the deductions equal or exceed the specified bi-weekly payments. Furthermore, in those instances where the deductions exceed the specified payment, the differences will be deducted from the payment for the following pay period.

c. Income taxes withheld from stipends and other salary payments other than annual salary, shall be at the minimum allowable rate (currently 20% for Federal withholding and 8.375% for State withholding) or any withholding exemptions claimed on the employee's W-4 at the teacher's option.

d. A written explanation of the payroll deductions shall be furnished to teachers in September each year. All deductions shall be made in equal installments over the period appropriate to that deduction.

18.03 Absence and Voluntary Deductions: The District shall have the right to make salary deductions from an employee's wages, in full or in part day increments, for unexcused absences or non-fulfillment of service only for just cause. Deductions will be made for

dues, tax-sheltered annuities, fringe benefit contributions, United Way, VOTE/COPE, NYSUT Benefit Trust, and the Credit Union. Deductions may be changed not more than once per month, except the month of September in which case Tax Sheltered Annuities and Credit Union withholdings may be changed twice. Employee costs for health and dental insurance shall be withheld over twenty (20) pay periods beginning with the second pay in September, the first full pay, and in each of the next nineteen (19) paychecks thereafter. Other voluntary deductions such as association dues, VOTE/COPE, NYSUT Benefit Trust, United Way, and Southtowns Teachers' Center may also be withheld during this twenty (20) pay period. Employees may continue to have voluntary deductions withheld from each paycheck (22 or 26) for Tax Sheltered Annuities, Credit Union, Health Care Reimbursement (HCR), and Dependent Care Reimbursement (DCR).

18.04 Withholding Pay: The Board, or its agents, reserves the right to withhold the total pay, or any portions thereof, in those instances where the data available does not support each payment.

18.05 Half-Day Deductions: Building policies respecting pay deductions of one-half (1/2) day or less should be uniformly applied.

18.06 Direct Deposit: A teacher who desires to have his/her entire "net" bi-weekly earnings placed into his/her "bank account" through "direct deposit" may do so under the following guidelines:

- 1) The teacher shall select up to five banking institutions that are part of the ACH system of his/her choice in which his/her bi-weekly paycheck will be deposited. These five deposits may be to a single institution or up to five different institutions.
- 2) In the event the teacher elects multiple accounts for deposit, the employee will designate, in writing, what percentage will be allocated to each account.
- 3) The entire "net" bi-weekly paycheck will be deposited.
- 4) "Direct Deposit" monies shall be placed and available in the teacher's "bank account(s)" on the pay date (i.e. the date printed on the paycheck).
- 5) A teacher who enrolls in a "direct deposit" plan and later desires to discontinue his/her "direct deposit," must advise the District in writing. No

changes will be initiated by the District's payroll department without proper written notification.

6) A teacher who selects "direct deposit" shall have each of his/her bi-weekly paychecks "direct deposited." Teachers selecting twenty-six (26) bi-weekly paychecks shall have all twenty-six (26) bi-weekly paychecks "direct deposited."

i. The District agrees to make available to each teacher all necessary "direct deposit" forms as required by M&T Bank.

ii. The District agrees to assume all "bank" charges associated with "direct deposit."

19.00 OTHER REGULATIONS RELATIVE TO FACULTY MEMBERS

19.01 School Year

- a) The school year for teachers shall be the period between September 1 and the following June 30, of not more than two hundred (200) days, including holidays. Such school year shall include both the teaching and the non-teaching days, on which members of the faculty are required to report as provided in the annual calendar adopted by the Board, which shall include no more than 190 days of required teacher attendance. If due to emergency school closings student instructional days need to be rescheduled to meet minimum State requirements for State aid, teachers will work the rescheduled days without additional compensation provided the total days actually worked does not exceed 190 days. The additional days will be scheduled between Labor Day and June 30th. Where necessary, the additional days will be scheduled into the evenings. Teachers may have, at their discretion, the option of participating in District scheduled teacher training during the summer rather than participating in evening sessions during the year. No additional days will be scheduled on or during traditional recesses and legal holidays excluding the summer recess. If the spring recess is divided into separate weeks, each week will be a full week vacation. An exception may be made in the event of an excess number of storm related days after the allotted days set aside for that purpose in the calendar have been used.
- b)¹ The number of days on which teachers are required to report shall be 190; however, a teacher may be excused from up to two days of attendance at year end staff development or at two flexible staff development days designated by the Superintendent in lieu of the year end staff development by successful completion of the following activities:

¹ Section 19.01(b) shall not apply to guidance counselors or school psychologists.

- A teacher will be excused from two days of attendance at year end or flexible staff development if the teacher completes 12 hours of pre-approved self directed staff development during the period from July 1 to June 15 of any year.
 - A teacher will be excused from one day of attendance at year end staff or flexible staff development if the teacher completes 6 hours of pre-approved self directed staff development during the period from July 1 to June 15 of any year.
 - A teacher will be excused from two days of attendance at year end or flexible staff development if the teacher completes 12 hours of pre-approved classroom setup or job related responsibilities acceptable to the superintendent/designee performed on school district property during the period starting August 15 and ending on August 31 of that school year.
 - A teacher will be excused from one day of attendance at year end or flexible staff development if the teacher completes 6 hours of pre-approved classroom setup or job related responsibilities acceptable to the superintendent/designee performed on school district property during the period starting August 15 and ending on August 31 of that school year.
 - Teachers who complete a combination of pre-approved self directed staff development, classroom setup or job related responsibilities acceptable to the superintendent/designee will qualify as specified above.
 - Teachers who complete a minimum of 6 hours but less than 12 hours pre-approved self directed staff development, classroom setup or job related responsibilities acceptable to the superintendent/designee performed on school district property shall be required to attend 1 day of staff development at the end of the school year.
- c) Self directed staff development activities, classroom setup or job related responsibilities shall be approved in advance by the Superintendent or his/her designee. Staff development activities shall not be approved unless the proposed activity will enhance the teacher's personal professional growth in the teacher's area of responsibility. Self directed staff development activities shall not be approved for activities during the teacher workday. Self-directed staff development activities must take place on campus and shall not include book studies unless off-campus or book study activities are expressly approved in writing by the Superintendent or his/her designee. Any cost of participation in pre-approved self directed staff development activities shall be borne by the teacher. The pre-approved self directed staff development activities cannot be used for professional growth, graduate credits or any other salary credits. Teachers shall submit requests for approval of proposed activities at least 10 business days in advance of the date of the proposed activity. The earliest a teacher may enter the District's computerized professional development planning portal to obtain approval/denial for self directed staff development will be June 23rd for the following school year. A response approving or denying

the proposal shall be submitted to the teacher within 5 business days after submission.

19.02 Schedule for 11-Month Employees: An employee's eleven month schedule will be the same as for ten month employees, with additional assignments from the close of school in June to July 15 inclusive, and from August 16 to the opening of school in September, with Independence Day and Labor Day as holidays. In order to better accommodate parent/student conferences, the starting and quitting times of particular guidance counselors, school psychologists, and work study coordinators may be changed by the administration. If such changes require the employee to work more than seven hours and fifteen minutes in a school day, the employee shall be granted an equivalent amount of time off on another work day mutually agreeable to the employee and the employee's supervisor. For Guidance Counselors and Psychologists hired after September 1992, a 10.5 month schedule will apply with assignment from the close of school in June to July 8, inclusive, and from August 23 to the opening of school in September, with applicable holidays.

19.03 School Days – All Employees: The minimum length for the school day for all employees will be seven hours and fifteen minutes (7 hr. 15 min), including one-half (1/2) hour duty-free lunch period, which shall be provided each employee. Every attempt will be made to make administrative adjustments in order to provide each elementary school (PreK-5) teachers with 270 minutes, and each middle school (6-8) and high school (9-12) teacher with 200 minutes of preparation/conference time in the course of one week as possible.

19.04 School Day – Middle/High School:

a. The number of daily periods of classroom instruction for secondary employees should not exceed five (5) except that a teacher may be given a sixth (6th) assignment by the principal. The principal will ask for volunteers before making a 6th assignment; however, if the volunteer's schedule and/or the master schedule and/or the needs of the student does not accommodate the 6th assignment, the principal may assign an alternate teachers. In this case, there will be a meeting between the impacted teachers and their building administrator within 10 school days to explain the decision regarding the assignment.

A 6th assignment may be for AIS, remediation, laboratory instruction, enrichment or an additional course necessitated by student course selection. All 6th assignment AIS and remediation will not be considered an additional preparation when it aligns with the teacher's current assignment. The students' needs and materials will be identified and provided for the teachers.

The Association president, vice presidents (2), grievance chair, secretary, treasurer, head building representative in the secondary buildings and department chairs at the secondary level shall not be given a 6th assignment. A sixth instructional period will be in the teacher's area of certification and will have a maximum enrollment of 14 students (maximum enrollment of 18 students for laboratory instruction) unless the teacher agrees to accept additional students. The sixth assignment shall be in lieu of the daily supervisory period (i.e. Study hall, ISS, Cafeteria duty).

No teacher shall be given a 6th assignment to reduce another teacher in the same tenure area or if student enrollment necessitates an additional .4 FTE or greater within each building & tenure area (this does not include science laboratory instruction). If the Association believes that one or more 6th assignments were made or are proposed in order to reduce another teacher in the same tenure area, it may initiate an appeal to the Sixth Assignment Appeals Committee. The only issue before the Sixth Assignment Appeals Committee shall be whether or not one or more 6th assignments were made or are proposed for the purpose of reducing another teacher in the same tenure area.

The Sixth Assignment Appeals Committee will be comprised of a minimum of five members - two members representing the Superintendent and two members representing the Association. The fifth member shall be appointed by the mutual agreement of the Superintendent and the Association President. Any cost or expenses arising from the participation of the 5th member on the Committee shall be shared equally between the District and the Association. An appeal shall be determined by a majority vote of the Sixth Assignment Appeals Committee. The Committee may only sustain or deny an appeal and shall have no authority to determine any other remedy. If an appeal is sustained, the 6th assignment shall be rescinded. Decisions of the Sixth Assignment Appeals Committee are not grievable or subject to any other review in any other forum.

b. Middle School (6-8) teachers and high school (9-12) teachers will not be expected to teach in more than two (2) academic subject areas. (Example: all science related subjects shall constitute an academic area). Where more than three (3) preparations are required of an employee, a consultation between the building principal and the

employee will be held prior to such assignment. No such employee should have five (5) preparations without the consent of the employee. A preparation at the secondary level shall be considered each subject and ability level grouping. In those cases where more than three (3) preparations are assigned to any employee, said employee will be relieved of all homeroom duties. Example: five (5) classes of English 7 constitutes one (1) preparation, (English 7A, 7B, and 7C would require one preparation each. Social 10R, 10NR and 10G would require one preparation each).

c. Teachers who are not administering examinations in January shall be used to proctor January examinations in preference to teachers who are administering such examinations.

19.05 School Day – Elementary/Middle School:

a. Elementary school classroom teachers should not be required to remain in the classroom while a special teacher is instructing. The number of hours of classroom instruction per day per teacher should not exceed five (5). Each teacher should have one (1) preparation/conference period each day. Such preparation/conference period will have the duration of one (1) instructional period.

Elementary school (PreK-5) teachers shall be provided one-half day free of students before the end of the first and second marking periods, and two full days free of students shall be provided at the end of the second semester. Middle school (6-8) teachers shall be provided one-half day free of students at the end of the first semester and two full days free of students at the end of the second semester. The last two (2) days of student attendance days at the end of the school year will be half days of student attendance for the Elementary buildings and the Middle School. These days described in 19.05(b) shall be teacher work days with the provided time used by the individual teachers to complete classroom responsibilities associated with their class. It is understood that the days free of students at the end of the second semester required by this paragraph 19.05(b) may have student attendance scheduled if there is a need to increase student attendance days to receive maximum state aid.

b. To provide time for parent conferences, teachers in grades Pre-K through 5 shall be provided the equivalent of three (3) half days free of

students but shall not be scheduled by the administration prior to the first assessment. The three (3) half days provided in this paragraph are the same three (3) half days already provided by practice.

c. Teachers in grades Pre-K through 5 shall be required to complete formal, written assessment of student achievement three (3) times a year. This assessment will be completed in December, March, and June, or at such time as recommended by a shared decision making committee organized to study this issue.

19.06 IEP Preparation Time:

1) Special Education teachers, including, integrated co-teachers, resource, self-contained consultant teachers, and related service providers shall be given days free of students during the school year for the purpose of developing IEPs according to the schedule below.

If the employee's student case load as defined by New York State and as verified by the Director of Pupil Personnel Services is:

Below 60% - 1 ½ days

60% - 99% - 2 days

100% - 2 ½ days

* Additional half or full days may be granted at the approval of the Director of Pupil Personnel Services.

2) Regular education PreK-6 teachers shall be given one-half day free of students during the school year for the purpose of collaborating with the special education teacher in the development of the IEPs.

19.07 Travel Time: Travel time for teachers assigned to more than one building shall not infringe on the teacher's preparation/conference time or lunch time.

20.00 District Leader, Standards Leader, Leader, Team Leader

20.01 Annual Appointment: Such appointment shall be made annually by the Board of Education upon the recommendation of the Superintendent. Such appointment shall be separate and apart from his appointment as a member of the faculty and shall terminate as of June 30th of each school year. In the event that a K-12 District Leader teaches in the Middle or High School – they will assume the duties of the Team Leader for that building with no additional stipend and the corresponding Team Leader position will not be filled.

- 20.02 **Criteria:** In making the selection of a District Leader, Standards Leader, Leader and Team Leader, his/her training, experience, and ability as an educational leader shall be taken into consideration. His extracurricular load and his additional "out of school" responsibilities shall be reviewed. A person who does not have sufficient time cannot render his best service as a Leader regardless of his/her ability, attitude, or training. Any department staff member who wishes to make a written recommendation of a person to be considered for a Leader position should furnish such recommendation prior to appointment to the appropriate administrator. These recommendations will be considered by the District.
- 20.03 **Duties:** Duties of the Leaders shall be determined by the District. They shall not include duties normally performed by the District administrative staff including, but not limited to, teacher observation and evaluation, recommendations on teacher retention, teacher supervision, etc. Leaders shall function only through the authority of the building principal and other appropriate administrator.
- 20.04 **Stipend:** Leaders shall receive an annual stipend as set forth in Appendix C-4 in addition to their annual Appendix B salary. Persons serving less than a full year shall receive reimbursement proportionate to the service rendered. A full year shall be defined as a regular school year of ten (10) months, not including July and August.
- 20.05 **Time:** Each Standards Leader or District Leader who teaches in an elementary building will receive a minimum of five (5) days release time in a school year as approved by the building principal and shall be free of supervisory assignments at the end of the day. Standards Leaders and District Leaders who teach in a secondary building will be allotted at least five periods per week for the performance of duties. The Superintendent of Schools may ask standards leaders to meet for up to three (3) full days during the regular school year for the purpose of collaborating with other leaders.
- 20.06 **Summer Work:** Each leader may be required to work up to 7 additional days between the last recorded teacher attendance day of the school year and the first such day of the next school year. For each day worked during this period the teacher shall be paid 1/200th of the teacher's salary including the leader stipend from the previous year.

21.00 WORKERS' COMPENSATION

- 21.01 **Definition:** Any absence from work due to illness or injury covered by Workers' Compensation Insurance shall be considered sick leave for all but per diem employees. Per diem employees shall be entitled to only those benefits provided by Workers' Compensation Insurance.
- 21.02 **Length of Coverage:** At the commencement of the absence, the salary equivalent of the teacher's accumulated sick leave days will be determined based on the teacher's then current per diem rate. From that sick pay account, the District will pay the difference

between the employee's salary and the Workers' Compensation coverage benefits until the teacher's sick pay is exhausted up to a maximum of eleven (11) months of absence from work.

- 21.03 **Benefit Payments:** Workers' Compensation benefits earned by the employee for such absence shall be paid by the insurer directly to the District. The insurer shall be so directed at the time the claim is filed. The amount paid to the District, however, shall not exceed the amount paid to the employee by the District.
- 21.04 **Compensation Claim Due Date:** As a condition precedent to continuation of salary benefit payments by the District, the employee shall be obligated to file a Workers' Compensation claim within the first thirty (30) calendar days of absence.
- 21.05 **Hearings:** When an employee is absent from work because he has been requested by the District, the insurer, the "Compensation Board," or their agents to report for hearings or examinations necessary because of illness or injury to him covered by the Workers' Compensation Insurance carried by the District, sick leave pay shall apply to said absence.
- 21.06 **Sick Leave Conversion:** When sick leave is used during a compensable absence under Workers' Compensation Laws of New York, upon return to work, the employee's accumulated sick leave balance will be credited with the additional full or half days determined by dividing the total Workers' Compensation payments to the District by the teacher's per diem salary rate "per diem salary rate" means the teacher's annual salary, when absence began, multiplied by 1/200th.

22.00 FACULTY EVALUATION

- 22.01 **Procedure:** The evaluation of the work of all employees is the responsibility of the District. A probationary employee will be observed by the building principal or his designees, and/or members of the Central Office staff, at least two (2) times during the year. After an employee is observed, a conference will be scheduled as soon as possible between the teacher and the observer. At such conference, the observer shall review the observation report with the teacher and inform his/her of apparent strengths and/or deficiencies disclosed by the observation, which are in need of improvement. Whenever possible, the observer shall suggest means by which areas in need of improvement may be so improved. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the employee. The teacher shall receive a copy of the observation report and shall have an opportunity to respond to the report in writing, if so desired. The report shall be signed and dated by the observer and teacher, at the conference, but the teacher's signature indicates only that he/she has seen and received a copy.

- 22.02 **Probationary Teacher Conference:** There will be at least one (1) private conference each year between the employee and the building principal to apprise the employee of his/her probationary status.
- 22.03 **Probationary Teacher Annual Evaluation:** Each non-tenure teacher will receive a yearly evaluation report of his/her performance after the completion of each year's service. Thereafter, the teacher shall have an opportunity to submit his written comments to the yearly evaluation report and to file them with the report in the teacher's personnel file.
- 22.04 **Tenured Teachers:** If an observation and/or evaluation of tenured teachers occur, they should be conducted as outlined in Section 22.01 above except that the requirement of at least two observations per year shall apply to tenured teachers only if a year-end evaluation report is to be issued in which case the second sentence of 22.03 above shall also apply and the teacher shall receive a copy of the report.
- 22.05 **First and Last Weeks:** If a teacher is observed for the purpose of evaluation during the first week of the school year, a second observation will be made by the end of the first semester of that school year if the teacher so requests within two weeks after the conference at which the first observation is reviewed with the teacher. A teacher will not be observed for the purpose of evaluation during the last week of the school year unless the teacher has already had at least one such observation during that school year.

23.00 GRIEVANCE PROCEDURE

- 23.01 **Purpose:** It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, and to assure equitable and proper treatment of employees pursuant to the terms of this grievance procedure.
- 23.02 **Definitions:**
- a. "Employee" shall mean any member of the bargaining unit.
 - b. "Immediate Supervisor" shall mean the building principal or other administrator designated by the Superintendent to hear grievances at Steps 1 and 2.
 - c. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of the terms and provisions of this Agreement. The denial of tenure is in no way to be grievable under this Agreement.
 - d. "Days" shall mean consecutive calendar days, excluding the six legal holidays, Saturdays, Sundays, scheduled recess periods, and other days of emergency closing between September 1 and June 30.

23.03 Basic Standards and Principles:

- a. The resolution of a grievance at the lowest procedural step will be encouraged. In the event a grievance arises from a decision made or action taken at a District level above the building administrator, the grievance may be initiated directly at Step 3 below.
- b. An employee shall have the right to present grievances in accordance with these procedures without fear of reprisal.
- c. An employee, having filed a grievance, shall have the right to be represented at any step of this procedure by a duly authorized representative of the Association.
- d. Confidential information exchanged during grievance meetings will be treated accordingly.
- e. Each administrator shall have the responsibility to consider each grievance presented and make a determination within the authority delegated to him, within the time specified in these procedures.
- f. No written grievance will be entertained and such grievance shall be deemed waived, unless a written grievance is presented at Step 2 within thirty (30) days after the teacher knew or should have known of the act or condition on which the grievance is based.
- g. If a decision at one step is not appealed to the next step 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.
- h. Failure at any step of the grievance procedure to communicate a decision or grievance answer to the aggrieved party and his representative, if used, within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.
- i. The time within which an appeal may be filed at a higher step in this procedure shall be measured from the date of receipt of the grievance answer. The time permitted for either party may be extended by mutual agreement.
- j. A group of employees having a common grievance may present such grievance as a group in accordance with this procedure, providing only one of its members is given authority by the group to act in its behalf.

k. The Association Grievance Chairman shall be given a copy of all District responses to grievances at the same time as they are given to the grievant.

23.04 Grievance Procedure:

A. Step 1 – Informal Step: Within no more than ten (10) days of the complained event or action, the employee will orally present a grievance to his immediate supervisor for informal discussion and recommendation. The immediate supervisor shall have five (5) days within which to resolve the matter.

B. Step 2 – Formal Step/Immediate Supervisor: If the grievance is not satisfactorily resolved at Step 1, the employee will submit the grievance, in writing on the form shown in Appendix A, to the immediate supervisor not later than five (5) days after the Step 1 determination is received or, if no determination is received, then not later than the fifth day after the expiration of the five-day period provided in Step 1. The immediate supervisor shall give the employee his decision in writing within five (5) days after the submission of the written grievance.

C. Step 3 – Superintendent:

1. If the grievance is not satisfactorily resolved at Step 2, the employee will submit to the Superintendent, not later than seven (7) days after the Step 2 determination is received, a written request for review of the grievance. The request for review shall specify the particular Agreement provisions remaining at issue in the grievance.

2. The Superintendent or his designee will conduct whatever additional inquiry is necessary and will convene a grievance conference with persons directly involved and their representatives within ten (10) days after the receipt of the employee's written request for review. Within five (5) days after the conclusion of the presentations and discussions, the Superintendent or his designee will issue his written determination to the employee. The Superintendent's consideration and determination need cover only those particular Agreement provisions specified in the request for review at Step 3.

D. Step 4 – Arbitration:

1. If a grievance involves violation, misinterpretation or misapplication of an express provision of this Agreement, and it is not satisfactorily settled with receipt of the Superintendent's decision, the Association shall have the right to submit the grievance to binding arbitration. A demand for arbitration, specifying the specific provisions of the Agreement at issue, shall be filed with

the American Arbitration Association. If a written demand for arbitration is presented, a request for a panel of arbitrators shall be filed with the American Arbitration Association within no more than thirty (30) days after receipt of the Superintendent's decision. In that event, the parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The District and Association may, by mutual agreement, meet at any time prior to the arbitration hearing, for the purpose of informally clarifying the issues and additional attempts to resolve the grievance.

3. Arbitrators shall have no power or authority to render an award, which is explicitly or impliedly contrary to, inconsistent with, or which adds to, detracts from, or modifies any express term of this Agreement. The award of the arbitrator shall be final and binding on the District, the Association, and all parties in interest.

4. The costs of the arbitrator's services, including his per diem expenses and his actual and necessary travel and subsistence expenses, will be shared equally by the District and the Association.

24.00 SALARY SCHEDULES

24.01 Basic Schedules: The Basic Salary Schedule set forth in Appendix B-1 shall be in effect for all employees with a Master's Degree on Step 8 and above as of June 30, 2016 Any employee on Step 18 of the Bachelor's Schedule will be paid \$74,712 in 2016-2017 and in future years will be considered off-step and will receive off step increases as outlined below.

The Basic Salary Schedule set forth in Appendix B-2 shall be in effect for all other employees. Employees who have not received their Master's Degree and are on Step 1 – 7 will be placed on Appendix B-2 with \$6,500 deducted from the applicable step until evidence of their Master's Degree is received as defined in Section 25.01.

Effective July 1, 2016, a teacher continuing from one school year to another shall be entitled to move to the next higher step, if any. Beginning July 1, 2016, after 1 year on step 19 of Appendix B-1 or step 21 of Appendix B-2 employees will move off-step and receive percentage increases in future years as follows:

School Year 2017 – 2018	1% over base
School Year 2018 – 2019	1% over base
School Year 2019 – 2020	1.25% over base
School Year 2020 – 2021	1.5% over base

* Base is the teacher's prior year salary entitlement exclusive of credit for additional education or responsibility factor.

24.02 Extra Pay Schedule: The Extra Pay Schedule set forth in Appendix C shall be maintained in effect during the term of this Agreement. An interim payment of one-half (1/2) the annual stipend payable to the Standards Leader, District Leader, Leader and Team Leader, , Cheerleader Advisors, and the Group I Advisors will be distributed in February. Final payments will be distributed on the pay day within three (3) weeks after completion of duties.

A teacher appointed by the Board of Education to a "coaching" position identified within Appendix C-3 of this Agreement shall have the option to select how said compensation for said "coaching" assignment shall be paid. The two (2) options available to a teacher include:

1. Six (6) equal payments as outlined on the individual's salary agreement. The final paycheck for said "coaching" duties shall not include the coach's stipend until authorization is granted by the District's Athletic Director.
2. A single (1) payment paid upon completion of said "coaching" duties as authorized by the District's Athletic Director.

All paychecks shall have all appropriate withholdings made as required by applicable State and Federal Laws.

Compensation for "coaching" duties shall be added to a teacher's regular bi-weekly earnings.

24.03 Interscholastic Coaches: Interscholastic coaches' and assistants' salaries as set forth in Appendix C of this Agreement were arrived at in the following manner which shall also be used to arrive at such salaries for future school years:

1. Head coaches' positions in each sport are evaluated annually by the Athletic Director who shall make recommendation to the Superintendent and Board of Education for point values to be assigned hereto.
2. Points shall be awarded for the three factors listed below according to the indicated scale:

Length of Season

- 1 = 1 month or less
- 2 = more than one month up to 2
- 3 = more than two months up to 3
- 4 = more than three months up to 4
- 5 = more than four months

Number of Games

- 1 = one to three games
- 2 = four to seven games
- 3 = eight to eleven games
- 4 = twelve to seventeen games
- 5 = eighteen or more games

Equipment

- 1 = minimal
- 2 = less than average
- 3 = average
- 4 = above average
- 5 = well above average

The points awarded for 2016-2021 are shown in Appendix D. Final points awarded shall be set by the Board of Education on recommendation of the Superintendent in accordance with factors described above.

3. The salary shall be determined by multiplying the total number of points awarded by:

2016 - 2021 \$485.10

4. The salaries of all other coaches (e.g. junior varsity, modified, assistant) shall be seventy percent (70%) of the salary for the head coach in the same sport rounded off to the nearest dollar.

5. Per sport, varsity coaches shall be compensated an additional \$175.00 per week, with a total not to exceed \$500.00, for preparation and play for regional and state competition beyond Section VI play.

6. Per sport, all other coaches (assistants, junior varsity) shall be compensated at seventy percent (70%) of the varsity rate, with a total not to exceed \$300.00, for preparation and play for regional and state competition beyond Section VI play.

24.04 **Supervision Assignments:** Assignment of supervision opportunities pursuant to Appendix C (except for scorekeepers, timers and ticket sellers) shall be made on a rotating basis among volunteers approved to be on a list by the building principal so that each person shall have as nearly equal as possible the same number of opportunities to supervise. An opportunity rejected by a volunteer will be the same as an opportunity accepted on the rotation list.

24.05 **Performing Arts:** Performing Arts directors' and assistants' salaries as set forth in Appendix C of this Agreement for 1993-94 and 1994-95 were arrived at in the following manner which shall also be used to arrive at such salaries for future school years.

1. Each position will be evaluated annually by the building principal who shall make recommendations to the Superintendent and Board of Education for point values to be assigned thereto.

2. Points shall be awarded for six factors listed below according to the indicated scale:

A	B	C
Budget Number of performances	Equipment Care	Rehearsal Time
1 = 1	1 = well below average	1 = 1 – 10 hours
2 = 2	2 = less than average	2 = 11 – 20 hours
3 = 3	3 = average	3 = 21 – 30 hours
4 = 4	4 = above average	4 = 31 – 40 hours
5 = 5	5 = well above average	5 = 41 – 50 hours
m = m		m = (10m-9) – 10m hours

D	E	F
Preparation Time	Faculty Supervision	Student Supervision
1 = 1 – 5 hours	1 = 1 assistant	1 = 1 – 25 students
2 = 6 – 10 hours	2 = 2 assistants	2 = 26 – 50 students
3 = 11 – 15 hours	3 = 3 assistants	3 = 51 – 75 students
4 = 16 – 20 hours	4 = 4 assistants	4 = 76 – 100 students
5 = 21 – 25 hours	5 = 5 assistants	5 = 101 – 125 students
m = (5m-4) – 5m		m = (25m-24) – 25m

NOTES:

A. "A" above covers performance approved by K – 12 Music District Leader and included in budget for a given school year (10 months). Includes only performances outside the normal teacher work day. For approved performances added during the year, the Music District Leader with the approval of the Superintendent, will have access to a District unallocated performing arts budget.

B. "C" above covers rehearsals, which occur outside the normal student attendance day (exception: for purpose of this computation, academic assistance period is not considered to be part of the normal student day). Set building is considered to be rehearsal time. Make-up and

other pre and post performance preparation are considered to be rehearsal time.

C. "D" above covers the professional act of lesson preparation: arranging music, play reading (for selection), music perusal (for selection), and preparing marching chart.

D. Once the number of points is assigned for criterion "F", they shall not be lowered during the life of this Agreement.

3. The salary shall be determined by multiplying the total number of points awarded by:

2016 - 2017	\$83.70
2017 - 2019	\$85.37
2019 - 2021	\$87.08

24.06 Salary Agreement - Teacher Assistant

Teacher Assistant salaries for the school years are:

	2016-2021
1	\$21,403
2	\$21,652
3	\$22,325
4	\$22,649

24.07 Extra & Co-Curricular Pay:

Beginning July 1, 2017, Appendices C1 & C2 will increase 2% in the 2017 - 2018 school year and an additional 2% in the 2019-2020 school year.

Beginning July 1, 2017, FCTA members approved for the assignments listed under Appendix C-3 will receive a 5% increase over their contractual stipend after completion

of 5 consecutive years of appointment in that specific sport (regardless of gender or level) and another 5% over their contractual stipend after 10 consecutive years. In addition, the FCTA member will notify the Assistant Superintendent of Personnel via email of their eligibility for a pay increase over their base amount within 60 days of their notice of appointment by the Superintendent of Schools.

24.08 Professional Growth Improvement:

A. A claim for remuneration for each 15-clock hour block of participation in the Professional Growth Improvement Plan will be evaluated using the following criteria:

- a. The credited portion of the activity must take place outside school work hours.
- b. There must be no cost to the District for the activity.
- c. The activity must enhance personal, professional growth in the teacher's area of responsibility.
- d. The activity must be a quality learning experience.
- e. The activity must enhance student outcomes of the District (i.e. Teacher Center course, approved curriculum project, approved development project, etc.)
- f. The 15-hour block must be completed within the fiscal year.

B. With respect to the procedure for approval of an application for professional growth credit, the teacher shall initially submit the application for approval to the building principal or program director, whichever is appropriate. If the application is rejected, specific reasons will be provided, and the teacher may appeal to the Professional Growth Appeals Committee. Failure to overturn the initial determination shall be accompanied by a written statement of reason(s) with copies being submitted to the Labor-Management Committee. Teachers who submit a request at least four (4) weeks in advance of the start of the 15-clock hour block are entitled to prior notification of approval or rejection of a request (including completion of the appeal process). Requests submitted less than four weeks in advance shall be handled as expeditiously as possible.

C. The Professional Growth Appeals Committee will be comprised of a minimum of four members - two members representing the administration and two members representing the teachers. Committee appointments must be approved by the Labor-Management Committee. Approval of appeals will require a majority vote of the Professional Growth Appeals Committee. Approvals and denials by the Professional Growth Appeals Committee are not grievable or otherwise subject to review.

D. Payment may be claimed by one of the following methods:

- a. Payment will be dispersed twice per year as per the graduate hour schedule of payment:

First disbursement – all documents must be submitted to the Personnel Office not later than October 15th.

Second disbursement – all documents must be submitted to the Personnel Office not later than May 15th.

b. Employee notifies the District of completion of a 15-clock hour block consistent with the system already in existence.

c. Teacher can earn a maximum of three awards per school year.

E. Upon a teacher's request, the District will offer at least two methods of fulfilling the criteria for the award in a particular year, (this ensures that every teacher willing to avail him/herself of this provision will have access to at least two methods that will gain approval).

F. Teacher Assistants Payment shall be in the amount of:
\$310

G. Teachers –Payment shall be in the amount of
\$410

24.09 Summer Curriculum & Staff Development: Hourly rates for Summer Curriculum and Staff Development will be 1/15 of the current Professional Growth stipend. Any claims must be pre-approved at the discretion of the immediate supervisor and Assistant Superintendent for Curriculum. These hours are voluntary and in addition to the provisions provided in Section 24.08. Payment will be via time sheet submitted with corresponding payroll date.

24.10 Calculation of Annual Contract Salary: For the positions of Guidance Counselor, Psychologist and Distributive Education Teachers, the annual contract salaries shall be determined per the following procedure:

a) Determine the employee's Base Salary for ten (10) month assignment. This shall include the salary per salary schedule or off-step base (Appendix B) and graduate credit.

b) For a 10.5 and 11-month teachers add 1/200th of the Base Salary to Step for each day scheduled to work in July and August, as per section 19.02.

c) Add step, 1/200th of the Base Salary for each day scheduled to work beyond those scheduled for all 10-month teachers between September 1st and June 30th (both days inclusive).

d) For 2016 – 2017 the following mileage allowances Psychologist \$100; Distributive Education Teacher \$150 will be paid by stipend. All future mileage allowance will be reimbursed upon submission of mileage request form.

e) Total the amounts in Steps a, b, and c

f) Add to the sum calculated per step (e) the employee's Responsibility Factor. (The Responsibility Factors for incumbent teachers are listed below). The total amount will be the teacher's annual contract salary. Mileage allowance will be paid where applicable.

Cannan	\$899	Millace	\$2,068	Pecoraro	\$927
Glavey	\$785	Morrisey	\$827	Rindfleisch	\$763
Makowski	\$775	O'Meara	\$774	Schoeffield	\$708

g) This stipend will continue to be enjoyed by all incumbent staff so eligible until separation from the District. The provision of the benefit will no longer be offered for those teachers beginning employment on or after July 1, 2002.

25.00 CREDIT FOR ADDITIONAL EDUCATION

25.01 **Application Procedure for First Semester:** An employee who believes himself eligible for additional credit for graduate hours or upon earning a Masters or Doctors Degree shall submit to the Assistant Superintendent for Personnel, the appropriate form, showing that he has completed the necessary requirements, together with a copy of a request for a transcript to the college, university, or other institution. These documents must be submitted not later than October 15th if credit for the completed courses and/or Masters or Doctors Degree is to be honored for the current school year.

25.02 **Limitations:** Salary credit shall not be granted for correspondence courses. Online courses offered only through a New York State accredited college or university and NYSUT sponsored online courses offered through a NYS institution of higher learning that meet the criteria of 25.05 shall be acceptable for graduate credit. Salary credit for graduate hours and for Masters or Doctors Degree shall be granted only if the institution at which the hours were taken or the degree was granted is located in New York State or, if the institution is located outside New York State, the hours would be acceptable to that institution for a degree program and acceptable to the state in which the institution is located for certification and these facts are attested to by the chief executive officer of the institution. The Superintendent may allow exceptions to any or all of the foregoing, but the exercise or non-exercise of such discretion shall not be grievable. This paragraph takes effect for courses begun after January 1, 1984.

25.03 **Application Procedure for Second Semester:** If the graduate courses referred to in paragraph 25.01 above were completed during the first semester, they, along with courses previously completed, may be considered upon filing a written request and a copy of the request for transcript to the college, university, or other institution. These documents must be filed with the Personnel Office not later than February 15th if credit for the completed courses is to be honored for the second semester.

- 25.04 **Transcript:** It shall be the responsibility of the employee to have the college, university, or other institution where such courses were completed submit transcripts of such completed work directly to the Personnel Office. These transcripts shall become part of the permanent record of the Personnel Office and shall not be made available for any other use.
- 25.05 **Maximum Credits:** Effective July 1, 1975, graduate credit payments will be granted for up to 90 hours after the Bachelors Degree and up to 60 hours after the Masters Degree.

A. Bachelors Degree:

1. Salary credit shall be granted up to thirty (30) graduate hours earned after the Bachelors Degree. These courses must be directed toward a Masters Degree or required to obtain professional or permanent certification.
2. Teachers who do not have a Masters Degree will receive salary credit beyond the Bachelors Degree +30 only for courses taken in an advanced degree program, in the teacher's field, or with the prior approval of the Superintendent.

B. Masters Degree:

1. Salary credit shall be granted up to thirty (30) graduate hours earned after the Masters Degree. The graduate work must be directed toward a specific program and must be generally related to the field in which the teacher is then teaching or approved by the Superintendent. Effective July 1, 1989; in the event a particular Masters Program requires graduate hour work in excess of thirty hours, once the program is completed, the first thirty hours will be considered "Masters" and the excess above thirty will be considered graduate hours earned after the Masters Degree for the purpose of salary credit.
2. Salary credit will be granted up to thirty (30) additional graduate hours earned after the Masters Degree +30 hours. Additional hours earned after the Masters Degree +30 hours must have the prior approval of the Superintendent and the courses are limited to graduate courses directly related to the secondary or elementary field in which the teacher is then teaching.
3. Teacher assistants will be granted salary credit for up to forty-five (45) undergraduate hours earned. Undergraduate hours in blocks of three (3) hours will be credited at the rate of \$100 per block. All courses

must be related to the field of education and pre-approved by the Superintendent or his Designee.

25.06 Payment Rate:

Graduate hours in blocks of three (3) hours will be credited at the rate of \$190 per block. Effective 7/1/14 school year, the District will agree to increase payment for newly earned graduate hours from \$190 to \$195 for a block of 3.

25.07 Doctorate: A single doctorate per teacher will be credited at the rate of \$1,000.00.

25.08 National Teacher Certification:

- Teachers who successfully attain National Teaching Certification from the National Board of Professional Teaching Standards shall be credited \$500.00 per year.
- Speech-Language Pathologists who successfully attain National Certification with a Certificate of Clinical Competence (CCC) from the American Speech-Language hearing Association (ASHA) shall be credited \$500.00 per year.
- Psychologists who successfully attain the Nationally Certified School Psychologist Certification from the National Association of School Psychologists shall be credited \$500.00 per year.
- Social Workers who successfully attain National Certification, as a Certified School Social Work Specialist (C-SSWS) from the National Association of Social Workers (NASW) shall be credited \$500.00 per year.

26.00 HEALTH INSURANCE

26.01 Plan Options: For the 2016- 2017 Year employees will contribute 10% toward their current POS plan or contribute to the PPO plan as defined below – 26.01b(ii). Beginning July 1, 2017, the following provision shall be in effect:

Employees will contribute to annual premium costs depending on the Health Insurance Option they select below:

- POS Plan – 10%
- PPO Plan – see section 26.01b(ii)
- First Choice Plan – 8%
- High Deductible Plan – 5%

- a. The District shall make available to the employees' health benefits coverage under the Independent Health Association POS. Employees may also choose coverage under the Independent Health Association PPO plan which the District and the Association agree shall be made available to the employees, as evidenced by a written agreement

signed by both parties. Effective July 1, 2017, the District will also make available an Independent Health First Choice Plan as well as a High Deductible Plan. The High Deductible Plan includes an HSA contribution of \$750 for a single plan and \$1,500 for family plan – pro-rated for part time employees. The parties may also, by a written agreement signed by both parties, change the health benefits program(s) offered under this provision.

- b. (i) The District's maximum contribution to the monthly premium for an employee's coverage will be ninety- percent (90%) of the monthly premium for the Independent Health POS (single or family as the case may be).
(ii) For employees enrolled in the PPO plan (or another plan for which the monthly premium is greater than the District's maximum monthly contribution), the employee will pay the additional premium cost in excess of the premium contribution for the Independent Health POS through payroll deduction.
- c. Effective July 1, 2016, prescription copayments will remain \$7/25/40. Office visit copayments for specialists will remain \$30.
- d. Part-time employees and employees who work less than the full school year are entitled to health benefits coverage as described in Section 26.01(a), and the District's contribution to the monthly premium will be pro-rated in accordance with their FTE (full-time equivalent).

26.02 Who May Enroll:

- a. In accordance with the annexed Memorandum entitled "Double Coverage Memorandum," an employee shall not be entitled to enroll in the District's health benefits program if the employee is otherwise covered by any group health benefits plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health benefits as provided in its plan. The employee shall have the option to select enrollment in the District's group in July of any year for the balance of that year, providing the employee has rejected coverage under the other group health benefits plan.
- b. No employee shall be entitled to cover a dependent or spouse by the District's group health plan if said dependent or spouse is otherwise enrolled in another group health benefits plan.
- c. As a condition of eligibility for coverage under the District-provided health benefits program, all employees desiring health benefits coverage must file an affidavit with the Central Office listing all group health benefits plans which cover them and any other persons enrolled in the District-provided health benefits program. Such information shall include the type of coverage, name of

carrier, and, if applicable, the name of the employer who sponsors or supplies such group health benefits. Deliberate falsification of the above statement will be grounds for dismissal.

d. For individuals that do not take health insurance as provided in 26.01, the District will provide a contribution to the FCTA Benefit Trust Fund as per the following for 2008-2011:

For each plan year that an employee waives health and hospitalization insurance coverage from the District, the District shall pay to the Frontier Central Teachers' Association Benefit Trust Fund (the "Benefit Fund") according to the schedule below with the first payment to be paid on or about January 15th of such plan year, and the second on or about June 15th of such plan year.

The Trustees of the Benefit Fund agree to use such contributions to establish and administer a health reimbursement arrangement for such employee, as defined in IRS Notice 2002-45 (June 27, 2002).

The parties agree that the timely payment by the District to the Benefit Fund of the amounts required under this Article will fully discharge the District's obligation to provide a health reimbursement arrangement for the benefit of employees who have waived health and hospitalization coverage from the District.

i. If by July 15, 85-99 full-time employees have notified the District in writing that they decline coverage under section 26.01 for the period of July 1 through December 31, the district will contribute \$500 per individual.

ii. If by July 15, 100 or more full-time employees have notified the District in writing that they decline coverage under section 26.01 for the period of July 1 through December 31, the District will contribute \$750 per individual.

iii. If by January 1, 85-99 full-time employees have notified the District in writing that they decline coverage under section 26.01 for the period of January 1 through June 30, the District will contribute \$500 per individual.

iv. If by January 1, 100 or more full-time employees have notified the District in writing that they decline coverage under section 26.01 for the period of January 1 through June 30, the District will contribute \$750 per individual.

v. Notification as identified in i-iv above will be in the form of a notarized declination.

vi. District contributions identified in i-iv above will be made within two weeks of the conclusion of the time period. (January 15 and June 15.)

vii. If the minimum number of 85-99 people is met in two of the three years, the payment will become permanent at that rate in future years without regard to the number of employees who decline coverage.

viii. If the maximum number of 100 or more people is met in two of the three years, the payment will become permanent at that rate in future years without regard to the number of employees who decline coverage.

e. The terms of this Section apply only to the health benefits program provided under Section 26.01.

26.03 Benefit Trust Fund: The Association and the District agree to continue the Benefit Trust to provide additional benefits, which may legally be provided to the employees on a tax-free basis. The Association shall have the sole authority and responsibility for administration of the Trust including selection of the benefits to be offered and the payment of benefits to the employees, subject to compliance with this provision and all applicable laws.

Except for contributions to the Trust made pursuant to section 26.02(d), the District's annual contribution to the Trust will be \$335,053 in 2015-16, 2016-2017 and on. The schedule for payment for each fiscal year of this Agreement will be as follows: twenty-eight percent (28%) of the contribution on July 1; twenty-two percent (22%) of the contribution on September 15 and the remainder of the contribution for that fiscal year on November 1.

The Association will administer the Benefit Trust and will establish a group of trustees selected by the Association to operate the Benefit Trust. Any investment of the Trust's assets will comply with the District Policy 5220 (or any successor thereto). The District will be allowed to review the Benefit Trust's business records to ensure that the public monies contributed to the Benefit Trust have been expended in a manner consistent with the stated purpose of the Benefit Trust.

26.04 125 Plan: The Association and the District agree that the District will continue to offer a Section 125 Plan which includes at least unreimbursed medical expenses and dependent care cost, but will not allow teachers to roll-over unexpended contributions to the next plan year. The District and the Association will negotiate additional content of the plan and agree on the administrator. The parties will share equally in the cost of implementing the plan. The District will pay the administrative costs of the plan after implementation. The District will provide an annual report to the Association for each year of the plan after implementation indicating the employee contributions made during the prior plan year and the unexpended contributions.

26.05 **Continuation in Plans:** Retired teachers, teachers on layoff, teachers on unpaid leave of absence, and the surviving spouse of any teacher covered under Article 26.00 of this Agreement may continue in the health plans provided in this Article 26.00 so long as they deliver the full monthly premium for the desired coverage to the Personnel Office on or before the first business day of each month. Failure to so deliver the premium can result in cancellation of the teacher's and dependent's coverage. Once a retired employee and/or any other person covered by this provision become eligible for Medicare, the person must elect a Medicare supplemental coverage plan.

26.06 **125 "Flex" Plan – Unreimbursed Medical Expenses:** All association members will be afforded access to a 125 Plan according to the following:

1. The maximum amount that an association member may have withheld from his/her earnings per fiscal year to "deposit" into the Flexible Benefit Fund for Unreimbursed Medical Expenses is \$5,000.
2. In the event a participating unit member terminates his/her employment with the District and that individual has received medical "reimbursements" that exceeds the amount withheld from the employee's pay, the District shall be responsible for \$2,500 per fiscal year per occurrence.
3. The excess cost above and beyond the first \$2,500 shall be shared equally between the District and Association. The District and Association will split the remaining balance of monies reimbursed, but not collected through payroll deduction, beyond the first \$2,500.

For example, an employee identifies his/her intentions to have the maximum unreimbursed medical amount of \$5,000 withheld from his/her pay for the 7/1/08-6/30/09 plan year. That individual has paid in (has had withheld) \$1,820 from his/her paychecks during the period of 9/1/08-12/31/08. The individual has made application and has been reimbursed for \$5,000 prior to December 31, 2008. That individual then retires on January 1, 2009 prior to repaying the \$3,180 balance of monies owed.

<i>Amount deducted from pay</i>	<i>\$1,820</i>
<i>Amount reimbursed</i>	<i>\$5,000</i>
<i>Overage not collected</i>	<i>\$3,180</i>
<i>District's Initial Obligation</i>	<i>\$2,500</i>
<i>Amount of Overage to be split</i>	<i>\$ 680</i>
<i>FCTA Obligation</i>	<i>\$ 340</i>
<i>District Additional Obligation</i>	<i>\$ 340</i>

4. Should the situation exemplified above occur, the District would provide the Association with an invoice for the Association's share of the overage along with

documentation to support the request. The Association agrees to reimburse the District within thirty (30) days of receipt of said documentation.

5. The District and Association will annually review and agree upon the maximum amount of the unreimbursable medical limits.

26.07 Health Coverage Advisory Committee: The District and the Association agree to establish a health coverage advisory committee by March 31, 2012. The committee shall consist of no less than 3 and no more than 5 members each from the District and the Association. The purpose of the committee will be to carefully review the two self-funding proposals received by the District and to investigate other ways that health costs can be lowered or contained. The Committee will meet within 30 days after contract ratification and will meet at least every 90 days thereafter and will forward recommendations (if any) to the Superintendent and the Association president. Either party may demand to negotiate for changes to Article 26 of the CBA upon receipt of the recommendations from the Committee. The committee shall be continued under the terms of the new collective bargaining agreement.

27.00 LEGISLATIVE ACTION

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 BOARD OF EDUCATION HAS GIVEN APPROVAL.

28.00 SAVINGS CLAUSE

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

29.00 LABOR MANAGEMENT

29.01 Composition/Purpose: The parties will deal with issues of concern put forth by either party as they arise through the Labor-Management Committee which shall be comprised of the following representatives of each party:

Union President	Superintendent
Union Vice President	Representatives from Curriculum, Personnel, and Business
Grievance Chairperson	One (1) Board of Education Member
Negotiations Chairperson	Director of Pupil Personnel
One (1) High School Exec. Comm. Member	One (1) Elementary Administrator
One (1) Middle School Exec. Comm. Member	One (1) Secondary Administrator

Two (2) elementary Exec. Comm.
Members

It is the intent of the parties that issue resolution shall be an on-going process with issues addressed as they arise.

Issues may be placed on the agenda of the Labor-Management Committee by either party at any time (subject to reasonable procedures established by the Committee for setting its agendas). Either party may require a meeting of the committee be held within 30 days if no meeting is scheduled. As agreements are reached by the labor-management Committee, either party may seek approval from their respective constituents, as they deem necessary.

29.02 Labor-Management: The Labor-Management Committee may conduct full-day sessions with the approval of both parties. The purpose shall be:

1. discussion of procedures that will enable the committee to function effectively.
 2. skill training for effective functioning as a committee.
 3. discussion as to whether the committee is functioning effectively and what steps can be taken to improve its efficiency.
- The parties shall share in the expense of providing for any full-day meeting(s).

30.00 TEACHER ASSISTANTS

The creation of Teacher Assistant positions is to provide instructional services to students under the general supervision of a licensed or certified teacher. Recognizing that teaching assistants will not replace licensed or certified teachers, it is not appropriate to assign primary instructional duties to a teaching assistant, regardless of any teaching license or credential the individual may possess.

The following description of duties is provided as guidance in determining the appropriate role for teaching assistants:

- Working with individual pupils or groups of pupils on special instructional projects;
- Providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning and behavioral experiences;
- Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- Utilizing their own special skills, and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects;
- Assisting in related instructional work as required and assisting students with specific health related activities as appropriate.

No provisions within this section of the agreement related to benefits of employment are applicable to Teacher Assistants unless specifically listed below:

Articles 1-5, 6.01, 6.02.b-c, 6.02.f-g, 6.03, 7.00-8.03, 8.04B, 8.05-8.15, 9-16, 18-19, 21-23, 24.01-24.05, 24.06, 24.07, 24.08A-C, 24.08E-F, 25.01-25.04, 25.05c, 26-30, Salary of Record Memorandum of Agreement, SAIS memorandum of Agreement, APPR Memorandum of Agreement, Summer School Memorandum of Agreement, School Based Options Memorandum of Agreement, Mileage Reimbursement Memorandum of Agreement and Multiple Single Health Insurance Plans Memorandum of Agreement,

Furthermore, use of the terms "Teacher(s)" or "Employee(s)" in these articles of the existing Agreement between the Frontier Central School District and Frontier Central Teachers' Association will be considered to include Teacher Assistants.

31.00 LONGEVITY RECOGNITION AT RETIREMENT

At the time of retirement in an effort to recognize the longevity of association members, the following resignation incentive which shall be in effect solely and only for teachers who meet the following terms of this section.

31.01 Eligibility: TO BE ELIGIBLE FOR THE RESIGNATION INCENTIVE, A TEACHER MUST:

- A. Submit an irrevocable letter of resignation to the superintendent, for the purpose of retirement, by December 15 of each school year.
- B. Retire as of July 1 following his or her 1st eligibility to retire without penalty.
- C. Not seek to revoke, rescind, withdraw or amend in any way his or her letter of resignation, and must resign from his or her employment with the District on July 1 of the same year.
- D. Must be in a full-time position during the school year in which the letter of resignation is submitted;
- E. Have completed at least 10 years of District service, as of the effective date of retirement. ("Years of Service" for the purposes of this retirement incentive shall be 170 or more days of regular, full-time service to the District during any school year); and
- F. Retire from employment with the District pursuant to rules of NYS Teachers' Retirement System.

31.02 Payment: IF A TEACHER MEETS ALL OF THE CRITERIA SET FORTH IN SECTION 31.01, ABOVE, THE GROSS AMOUNT OF THE LONGEVITY RECOGNITION BENEFIT PROVIDED TO THE TEACHER SHALL BE ACCORDING TO THE COMPLETED YEARS OF DISTRICT SERVICE AS DELINEATED BELOW:

Years of district service completed	2016 - 2021 Incentive
10-14	\$22,500
15-19	\$27,500
20-24	\$32,500
25-29	\$37,500
30+	\$42,500

31.03 Plan: Effective for the 2016-2017 school year, employees covered by the District health insurance plan on the date of their retirement, such reimbursement will be placed in a fund and used until expended to pay the premium for continued enrollment in the health insurance or dental plan by the teacher after separation.

For employees not covered by the District health insurance plan during 2016-2017 and all employees retiring after July 1, 2017, the District agrees to make a non-elective employer contribution in the amount of the individual unit member's longevity incentive computed as specified herein. Such non-elective employer contribution shall be remitted to the 403(b) plan of the employee's choice, for the benefit of the employee. The incentive shall be deposited as a non-elective employer contribution into an Internal Revenue Code Section 403(b) Plan account, as set forth in the document which establishes the procedures of the District for such contributions, in the amount of One Thousand Dollars (\$1,000) each month until the total amount of the teacher's incentive is exhausted.

The non-elective employer contribution (also known as severance or retirement benefit) is available to all employees who meet the requirements of Section 31.03. Including the provisions of Section 10.09, the maximum non-elective employer contribution into an Internal Revenue Code Section 403(b) Plan account to which the employee is entitled under either or both contract sections shall be \$1,000.00 per month.

- A. In 2016 – 2017 only, if a teacher eligible for the incentive wishes to provide health and/or dental benefits for the teacher and the teacher's spouse only (i.e., coverage for only those two persons and no dependents), the teacher may notify the District in writing that he/she wishes to receive two-person coverage rather than family coverage, if the provider of the benefits makes such coverage available.

B. In 2016 -2017 only, if two teachers are married to each other and either one or both of them is receiving health and/or dental insurance benefits under the contract at the date of resignation and both resign at the same time, the incentive for the one spouse will be placed in a 403(b) Plan as described in Section 31.03 and the incentive for the other spouse will be paid in premiums for health and/or dental benefits as described in Section 31.03. If both of them are receiving health and/or dental benefits, the determination of which spouse is to receive health and/or dental insurance premium payments shall be made arbitrarily by the District by casting lots.

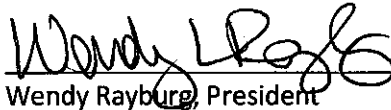
- 31.04 **Surviving Spouse:** If a resigned teacher dies and is survived by a spouse, and some of the incentive remains unpaid at the time of the resigned teacher's death, the payments of premiums will be continued for the spouse; provided that the surviving spouse was enrolled in the district's health coverage at the time of the death of the retiree, and the remaining amount of the incentive shall be paid by the District for health coverage premiums, until the balance of the incentive is paid. The surviving spouse shall have the option of converting the coverage from family coverage or two single coverages to single coverage by notifying the District in writing. This Program does not inure to the benefit of a family member of a resigned teacher other than a surviving spouse as provided in this Section 31.04.
- 31.05 **Request for Balance:** A resigned teacher or spouse of a deceased resigned teacher who is receiving an incentive under this Program may, not more than once during the District's fiscal year, request the District in writing to inform the resigned teacher or surviving spouse of the balance of the incentive which remains to be paid. The District shall inform the resigned teacher or surviving spouse in writing as soon as practical after the request has been made.
- 31.06 **Address Change:** A resigned teacher or surviving spouse receiving an incentive under this Program shall have an obligation to inform the District of the address to which the District should send communications to the resigned teacher or spouse. The District will not be held responsible for loss of a check or other communication if it is sent to the last address given by the resigned teacher or surviving spouse.
- 31.07 **Alleged Violation:** An alleged violation of this section shall be subject to resolution solely by means of the grievance and arbitration procedure contained in the Collective Negotiations Agreement between the District and the Association in effect at the time that the alleged violation occurred, including but not limited to any time limitations contained in that procedure.

32.00 TERM OF AGREEMENT

The provisions of this Agreement shall become effective as of July 1, 2016 and shall expire on June 30, 2021. All provisions of this Agreement become effective and expire on these dates unless a particular provision specifically says otherwise.

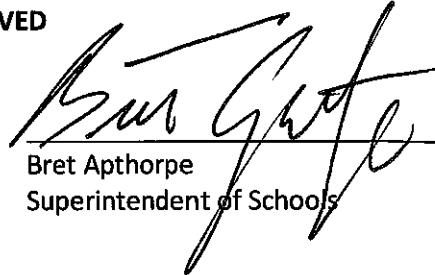
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day of January 20, 2017

ACCEPTED AND APPROVED



Wendy Rayburg, President
Frontier Central Teachers' Association
Local #2663

Dated: 1/20/17



Bret Apthorpe
Superintendent of Schools

Dated: 1/23/17

APPENDICES

Appendix A

FRONTIER CENTRAL TEACHERS' ASSOCIATION

GRIEVANCE FORM

Aggrieved Party _____ Building _____

Nature of Grievance _____

Contract Section(s) Violated _____

Date of Contract Violation _____

Remedy Sought (Desired Resolution) _____

Grievant's Signature

Date Signed

() STEP I

Date of Informal Presentation _____

Date of Response _____

Building Rep. Assisting _____

() STEP II

Date of Formal Presentation _____

Date of Response (Copy attached) _____

Building Rep. Assisting _____

White: Grievance Chairperson
Yellow: President, FCTA

Green: Head Building Rep.
Pink: Grievant

SALARY SCHEDULES

APPENDIX B-1

Salary Schedule – Employees on step 8 or above as of June 30, 2016					
Step	2016-17	2017-18	2018-19	2019-20	2020-21
M9	\$ 49,530				
M10	\$ 51,350	\$ 51,350			
M11	\$ 54,100	\$ 54,100	\$ 54,371		
M12	\$ 56,925	\$ 56,925	\$ 57,210	\$ 57,639	
M13	\$ 59,000	\$ 59,000	\$ 59,295	\$ 59,740	\$ 60,337
M14	\$ 61,715	\$ 61,715	\$ 62,024	\$ 62,489	\$ 63,114
M15	\$ 63,900	\$ 63,900	\$ 64,220	\$ 64,701	\$ 65,348
M16	\$ 67,150	\$ 67,150	\$ 67,486	\$ 67,992	\$ 68,672
M17	\$ 75,135	\$ 75,135	\$ 75,511	\$ 76,077	\$ 76,838
M18	\$ 83,575	\$ 83,575	\$ 83,993	\$ 84,623	\$ 85,469
M19	\$ 91,000	\$ 91,000	\$ 91,455	\$ 92,141	\$ 93,062
B18	\$ 74,712				

APPENDIX B-2

Salary Schedule – Employees on step 7 or below as of June 30, 2016 and new hires					
Step	2016-17	2017-18	2018-19	2019-20	2020-21
N1	\$ 43,500	\$ 43,500	\$ 43,718	\$ 44,045	\$ 44,486
N2	\$ 43,930	\$ 43,930	\$ 44,150	\$ 44,481	\$ 44,926
N3	\$ 44,590	\$ 44,590	\$ 44,813	\$ 45,149	\$ 45,601
N4	\$ 45,482	\$ 45,482	\$ 45,709	\$ 46,052	\$ 46,513
N5	\$ 45,954	\$ 45,954	\$ 46,184	\$ 46,530	\$ 46,995
N6	\$ 46,863	\$ 46,863	\$ 47,097	\$ 47,451	\$ 47,925
N7	\$ 47,754	\$ 47,754	\$ 47,993	\$ 48,353	\$ 48,836
N8	\$ 49,152	\$ 49,152	\$ 49,398	\$ 49,768	\$ 50,266
N9	\$ 51,072	\$ 51,072	\$ 51,327	\$ 51,712	\$ 52,229
N10	\$ 53,408	\$ 53,408	\$ 53,675	\$ 54,078	\$ 54,618
N11	\$ 56,128	\$ 56,128	\$ 56,409	\$ 56,832	\$ 57,400
N12	\$ 58,894	\$ 58,894	\$ 59,188	\$ 59,632	\$ 60,229
N13	\$ 61,268	\$ 61,268	\$ 61,574	\$ 62,036	\$ 62,657
N14	\$ 63,642	\$ 63,642	\$ 63,960	\$ 64,440	\$ 65,084
N15	\$ 67,142	\$ 67,142	\$ 67,478	\$ 67,984	\$ 68,664
N16	\$ 70,826	\$ 70,826	\$ 71,180	\$ 71,714	\$ 72,431
N17	\$ 74,291	\$ 74,291	\$ 74,662	\$ 75,222	\$ 75,975
N18	\$ 78,661	\$ 78,661	\$ 79,054	\$ 79,647	\$ 80,444
N19	\$ 83,254	\$ 83,254	\$ 83,670	\$ 84,298	\$ 85,141
N20	\$ 86,791	\$ 86,791	\$ 87,225	\$ 87,879	\$ 88,758
N21	\$ 91,000	\$ 91,000	\$ 91,455	\$ 92,141	\$ 93,062

APPENDIX C-1			
Position	2016-2017	2017 - 2019	2019 - 2021
Frontier HS Activities			
After School Academic Program Director	1167	1190	1214
Asst. Jazz Band Director	983	1003	1023
Athletic Supervision/Away	86.10	87.82	89.58
Athletic Supervision/Home	73.95	75.43	76.94
Color Guard Director	2260	2305	2351
Detention Supervision	36.27	37.00	37.74
Freshman Class Advisor	983	1003	1023
Gateway Financial Advisor	2105	2147	2190
Gateway Layout Advisor	2648	2701	2755
Gateway Photography Advisor	2105	2147	2190
Gateway Printing Advisor	2105	2147	2190
Home Instruction	36.44	37.17	37.91
Homework Haven	36.27	37.00	37.74
In-Flight Advisor/Layout	2629	2682	2735
In-Flight Advisor/Printing	1779	1815	1851
Intramurals	22.45	22.90	23.36
Junior Class Advisor	1050	1071	1092
Marching Band Director	3014	3074	3136
Music Supervision/Away	86.10	87.82	89.58
Musical Director/Drama	5865	5982	6102
Musical Director/Music	5865	5982	6102
Asst. Director/Stage	4488	4578	4669
Asst. Director/Choreography	1675	1709	1743
Play Director	2846	2903	2961
Asst. Director/Drama	2008	2048	2089
Asst. Director/Stage	2344	2391	2439
SAIS	38.47	39.24	40.02
School Dance Chaperone *After completing obligations under 8.10*	73.95	75.43	76.94
Senior Class Advisor & Prom	3659	3732	3807
Sophomore Class Advisor	983	1003	1023
Stage Band Director	1759	1794	1830
Steel Band	3097	3159	3222
Student Activity Account Overseer	983	1003	1023
Student Council Advisor	3260	3325	3392
Student Store Advisor	2579	2631	2683

*per qt.

Frontier HS Clubs	2016-2017	2017 - 2019	2019-2021
Adventure	983	1003	1023
Art	983	1003	1023
Band Club	983	1003	1023
Broadcasting	983	1003	1023
Buffalo for Africa	983	1003	1023
Character Club	983	1003	1023
Chess	983	1003	1023
Citizen Bee/Fed Challenge	983	1003	1023
Computer	983	1003	1023
DECA (Distributive Education Clubs of America)	983	1003	1023
Destination Imagination	983	1003	1023
Detention Supervisor	983	1003	1023
Drama	983	1003	1023
Ecology	983	1003	1023
FBLA (Future Business Leaders of America)	983	1003	1023
Federal Challenge	983	1003	1023
FESO (Frontier Electrical Service Organization)	2516	2566	2618
Foreign Language Arts & Crafts	983	1003	1023
Foreign Language Mentoring	983	1003	1023
Forum	983	1003	1023
French	983	1003	1023
Frontier Teen Activity	983	1003	1023
Gay Straight Alliance	983	1003	1023
German	983	1003	1023
H.E.L.P. (Having Empowered Leaders as Peers)	983	1003	1023
History	983	1003	1023
International	983	1003	1023
Italian	983	1003	1023
Math League	983	1003	1023
Microbiology	983	1003	1023
Mock Trial	983	1003	1023
Model UN	983	1003	1023
Music	983	1003	1023
National Honor Society	1779	1815	1851
Peer Helpers	983	1003	1023
Photography	983	1003	1023
Physics	983	1003	1023
Polish	983	1003	1023
Public Information a/k/a Media Arts Club	983	1003	1023
SADD (Students Against Destructive Decisions)	983	1003	1023
Service	983	1003	1023
Ski	983	1003	1023
Social	983	1003	1023
Spanish	983	1003	1023
Varsity	983	1003	1023
Yorkers	1166	1189	1213
Youth-to-Youth	983	1003	1023

APPENDIX C-2			
Frontier MS Activities	2016-2017	2017-2019	2019-2021
Athletic Supervision/Away	86.10	87.82	89.58
Athletic Supervision/Home	73.95	75.43	76.94
Detention Supervision	36.27	37.00	37.74
Extramurals	22.45	22.90	23.36
Fiddlers' Club Director	1759	1794	1830
Fiddlers' Club Asst. Director	1423	1451	1480
Focus Business Advisor	1166	1189	1213
Focus Editor	1166	1189	1213
Focus Layout Advisor	2648	2701	2755
Home Instruction	36.44	37.17	37.91
Homework Haven	36.27	37.00	37.74
Intramurals	22.45	22.90	23.36
Music Supervision/Away	86.10	87.82	89.58
Musical Director	2344	2391	2439
Assistant Director/Drama	2093	2135	2178
Assistant Director/Stage	2008	2048	2089
Play Director	2008	2048	2089
Assistant Director/Drama	1759	1794	1830
Assistant Director/Stage	1925	1964	2003
SAIS	38.47	39.24	40.02
Stage Band Director	1759	1794	1830
Assistant Stage Band Director	1172	1195	1219
School Dance Chaperone *After completing obligations under 8.10*	73.95	75.43	76.94
Student Government Advisor	2649	2702	2756
Student Store Advisor	2579	2631	2683
Talon Advisor	2629	2682	2735
Frontier MS Clubs	2016-2017	2017-2019	2019-2021
Aquatic Ecology Club	983	1003	1023
Art Club	983	1003	1023
Aviation/Aerospace	983	1003	1023
Builders'	983	1003	1023
Character	983	1003	1023
Chess	983	1003	1023
Destination Imagination	983	1003	1023
French	983	1003	1023
Friends of Rachel	983	1003	1023
H.E.L.P.	983	1003	1023
H.O.P.E./Environmental	983	1003	1023
Home & Careers	983	1003	1023
International	983	1003	1023
Jazz Lab	983	1003	1023

Latin	983	1003	1023
Music	983	1003	1023
National Jr. Honor Society	1779	1815	1851
Peer Helpers	983	1003	1023
PEP	983	1003	1023
Podcast	983	1003	1023
Reading a/k/a Battle of the Books	983	1003	1023
Sewing	983	1003	1023
Ski	983	1003	1023
Social	983	1003	1023
Social & Business Studies Club	983	1003	1023
Spanish	983	1003	1023
Student Account Overseer	983	1003	1023
Technology	983	1003	1023
The Voice	983	1003	1023
Youth-to-Youth	983	1003	1023

Elementary Activities & Clubs	2016-2017	2017-2019	2019-2021
Art	983	1003	1023
Bookstore	246	251	256
Brain Games	983	1003	1023
Builders'	983	1003	1023
Chimes/Bell Ringers	983	1003	1023
Computer	983	1003	1023
Destination Imagination	983	1003	1023
Drama	983	1003	1023
Elementary Jazz Ensemble	983	1003	1023
Home Instruction	36.44	37.17	37.91
Homework Club	983	1003	1023
Intramurals	22.45	22.90	23.36
Music Supervision/Away	86.10	87.82	89.58
Newspaper a/k/a Writing Club	983	1003	1023
Peer Mediation	983	1003	1023
Reader's Club	983	1003	1023
SAIS	38.47	39.24	40.02
Service Club	983	1003	1023
Student Council	983	1003	1023
Student Council Accounts	983	1003	1023
Student Council Activities	983	1003	1023
Student Council & Bookstore	1230	1255	1280
Terrific Tae Bo Tots	983	1003	1023

APPENDIX C-3	
Varsity Coaches	
Baseball/Boys	5821
Basketball/Boys	5821
Basketball/Girls	5821
Bowling/Boys	3881
Bowling/Girls	3881
Cheerleading	4367
Cross Country/Boys	4367
Cross Country/Girls	4367
Faculty Manager	4851
Football	5821
Golf/Boys & Girls	3396
Gymnastics/Girls	5336
Hockey/Boys & Girls	6307
Indoor Track/Boys & Girls	6307
Lacrosse/Boys	5821
Lacrosse/Girls	5821
Soccer/Boys	4851
Soccer/Girls	4851
Softball/Girls	5821
Swimming/Boys	4851
Swimming/Girls	3881
Tennis/Boys	3881
Tennis/Girls	3881
Track/Boys	5821
Track/Girls	5821
Volleyball/Boys	5336
Volleyball/Girls	5336
Wrestling	5336

Junior Varsity, Modified and Assistant Coaches	
9th Grade Football	4075
9th Grade Asst. Football	4075
9th Grade Basketball/Boys	4075
9th Grade Cheerleading	3056
Asst. Indoor Track/Boys & Girls	4414
Asst. Modified Track/Boys & Girls	4075
Asst. Swimming/Boys	3396
Asst. Track/Boys	4075
Asst. Track/Girls	4075
Asst. Varsity Football #1	4075

Asst. Varsity Football #2	4075
Asst. Varsity Football #3	4075
Asst. JV Football #1	4075
Asst. Modified Football #1	4075
Asst. Modified Football #2	4075
Asst. Varsity Hockey	4414
Asst. Varsity Lacrosse/Boys	4075
Asst. Varsity Lacrosse/Girls	4075
Asst. Wrestling	3735
JV Baseball/Boys	4075
JV Basketball/Boys	4075
JV Basketball/Girls	4075
JV Cheerleading	3056
JV Football	4075
JV Lacrosse/Boys	4075
JV Lacrosse/Girls	4075
JV Soccer/Boys	3396
JV Soccer/Girls	3396
JV Softball/Girls	4075
JV Volleyball/Boys	3735
JV Volleyball/Girls	3735
Modified Baseball/Boys	4075
Modified Basketball/Boys	4075
Modified Basketball/Girls	4075
Modified Cheerleading	3056
Modified Cross Country	3056
Modified Football	4075
Modified Lacrosse/Boys	4075
Modified Lacrosse/Girls	4075
Modified Soccer/Boys	3396
Modified Soccer/Girls	3396
Modified Softball/Girls	4075
Modified Swimming/Boys & Girls	3396
Modified Track/Boys & Girls	4075
Modified Volleyball/Boys	3735
Modified Volleyball/Girls	3735
Modified Wrestling	3735

APPENDIX C-4	Stipend – 2017/2018 – 2018/2019	Stipend – 2019/2020 & future
High School Standards Leaders:		
English	\$2,500	\$2,750
Social Studies	\$2,500	\$2,750
Mathematics	\$2,500	\$2,750
Science	\$2,500	\$2,750
High School Leaders:		
Special Education	\$2,500	\$2,750
Guidance	\$2,500	\$2,750
High School Team Leaders:		
FACS	\$500	\$500
Library	\$500	\$500
Physical Education & Health	\$500	\$500
Art & Technology	\$500	\$500
LOTE	\$500	\$500
Music	\$500	\$500
Middle School Standards Leaders:		
English	\$2,500	\$2,750
Social Studies	\$2,500	\$2,750
Mathematics	\$2,500	\$2,750
Science	\$2,500	\$2,750
Middle School Leaders:		
Special Education	\$2,500	\$2,750
Guidance	\$2,500	\$2,750
Middle School Team Leaders:		
FACS & Library	\$500	\$500
LOTE	\$500	\$500
Physical Education & Health	\$500	\$500
Art & Technology	\$500	\$500
Music	\$500	\$500
Elementary Standards Leaders:	1 per building (8 total)	1 per building (8 total)
Math/Science	\$1,200	\$1,200
ELA/Humanities	\$1,200	\$1,200
K – 12 District Leaders		
Art	\$1,750	\$2,000
Music	\$1,750	\$2,000
Physical Education	\$1,750	\$2,000

APPENDIX D

COACHING POINTS VARSITY COACHES	Length of Season	Number of Games	Equipment Care	Total Points
Baseball	4	5	3	12
Softball/Girls	4	5	3	12
Basketball/Boys	5	5	2	12
Basketball/Girls	5	5	2	12
Bowling	3	4	1	8
Cheerleading	3	5	1	9
Cross Country/Boys	3	5	1	9
Cross Country/Girls	3	5	1	9
Faculty Manager	2	2	6	10
Football	4	3	5	12
Golf	2	3	2	7
Gymnastics/Girls	4	5	2	11
Hockey/Boys	4	5	4	13
Indoor Track Boys/Girls	5	4	4	13
Lacrosse/Boys	4	4	4	12
Lacrosse/Girls	4	4	4	12
Soccer/Boys	3	5	2	10
Soccer/Girls	3	5	2	10
Swimming/Boys	4	4	2	10
Swimming/Girls	2	4	2	8
Tennis/Boys	3	4	1	8
Tennis/Girls	3	4	1	8
Track/Boys	4	4	4	12
Track/Girls	4	4	4	12
Volleyball/Boys	4	5	2	11
Volleyball/Girls	4	5	2	11
Wrestling	3	5	3	11

APPENDIX E

PERFORMING ARTS POINTS ACTIVITY	A	B	C	D	E	F	TOTAL
M.S. Fiddlers Club/Director	7	3	5	4	1	1	21
M.S. Fiddlers Club/Asst. Director	7	3	5	1	0	1	17
M.S. Musical/Director	4	3	13	2	2	4	28
M.S. Musical/Asst. Director/Drama	4	3	13	1	0	4	25
M.S. Musical Asst./Director/Stage	4	5	13	1	0	1	24
M.S. Play Director	4	3	12	2	2	1	24
M.S. Play/Asst. Director/Stage	4	5	12	1	0	1	23
M.S. Play/Asst. Director/Drama	4	3	12	1	0	1	21
M.S. Stage Band/Director	4	2	7	4	1	1	19
M.S. Stage Band/Asst. Director	4	2	7	0	0	1	14
H.S. Marching Band/Director	10	3	12	4	2	5	36
H.S. Color Guard/Director	10	3	10	2	0	2	27
H.S. Musical/Director/Music	4	5	18	20	3	3	53
H.S. Musical/Director/Drama	4	5	18	20	3	3	53
H.S. Musical/Asst. Director/Stage	4	5	9	20	2	2	42
H.S. Musical/Director/Choreographer	4	0	0	15	0	1	20
H.S. Play/Director	4	4	20	2	2	2	34
H.S. Play/Asst. Director/Drama	4	3	12	1	2	2	24
H.S. Play/Asst. Director/Stage	4	4	12	5	2	1	28
H.S. Stage Band/Director	4	3	6	6	1	1	21
Steel Band	15	5	10	6	0	1	37

MEMORANDA

The terms of the following will remain in effect
during the term of the Basic agreement,
unless otherwise noted.

MEMORANDUM OF AGREEMENT

SALARY OF RECORD

This memorandum of agreement is entered into by and between the Frontier Central School District and the Frontier Central Teachers' Association.

In the matter of establishing a "Salary of Record" for the purposes of developing succeeding salary schedules, the calculation shall be based on the teaching staff on an agreed upon date. The teaching staff on the date shall be identified on a scattergram that will include the FTE (full time equivalent) at each salary schedule step for that year.

The FTE multiplied by the base year step salary will equal the cost of that step, i.e. Master Schedule, Step 2 X 6.8 FTE.

The step summaries shall be totaled to equal the actual salary payment for the identified staff.

The additional stipend for those teachers with a doctorate will be added to the above total.

The sum shall be the Salary of Record.

Example:

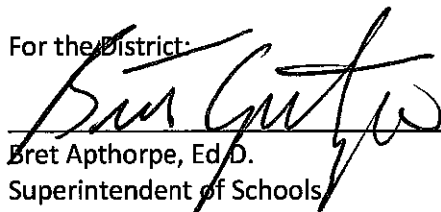
Step	FTE	Schedule	Total
MI	6.5	41,000	266,500
MII	5.0	41,500	207,500
<hr/>			
	11.5		474,000
plus	3.0	Doctorate	3,000
<hr/>			
SoR =			480,000

For the Association:



Wendy Rayburg, President
Frontier Central Teachers' Association
Local #2663

For the District:



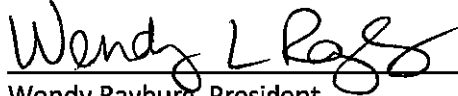
Bret Apthorpe, Ed.D.
Superintendent of Schools

MEMORANDUM OF AGREEMENT

ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

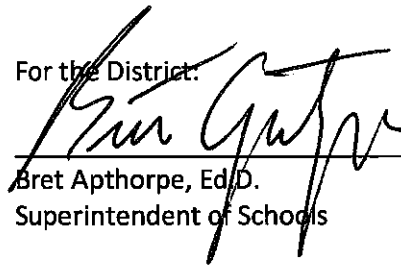
The District has adopted an Annual Professional Performance Review Plan, as per Commissioner's Regulation. The District and the Frontier Central Teachers' Association agree to review the APPR each spring to make revisions as necessary and to negotiate those components of the APPR that are negotiable. Such committee shall consist of appointees of the FCTA and the District, as per Commissioner's Regulation. Article 22 of the Contract shall remain intact.

For the Association:



Wendy Rayburg, President
Frontier Central Teachers' Association
Local #2663

For the District:



Bret Apthorpe, Ed.D.
Superintendent of Schools

MEMORANDUM OF AGREEMENT SUMMER SCHOOL

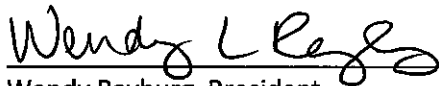
1. The following pay rates apply to the District Summer School Programs:
 - a. Academic Secondary Summer School: \$34.18 per hour. Class time has been expanded to include a flexible schedule, which may exceed one hundred minutes per class as deemed appropriate to meet the academic needs of the students and the objectives of the program. The actual days that summer school is in session may be reduced to four (4) days per week provided all New York State instructional requirements are met.
 - b. Elementary Enrichment Program: \$34.18 per hour based on contact time as prescribed by the program.
 - c. Driver Education Lecture: \$34.18 per hour based on contact time of 1.5 hours per class as per New York State requirements.
 - d. Driver Education Road: \$22.78 per hour based on contact time of 1.5 hours per road session as per New York State requirements.
 - e. District Music Program: \$28.00 per hour based on student contact time.
 - f. Librarian (Secondary): \$3,210.00 stipend for duration of the program.
 - g. Teachers will be paid a rate of one hour's pay for opening day procedures including a faculty meeting.
 - h. Teachers will be compensated at a rate of \$52.00 per exam session proctoring assignment.
 - i. Teachers Serving as Monitors (Secondary): \$15.55 per hour.
 - j. A rating day's compensation equal to one hour per class period taught will be paid at the conclusion of the program. Teachers involved in the secondary academic and driver education program will be eligible for rating day compensation. This compensation can be equal to no more than three classes.

2. Appointments as summer school teachers will be made as follows:

The primary factor in filling summer school vacancies will be the selection of the best qualified person. If other factors are equal between two or more applicants, summer school seniority will govern.

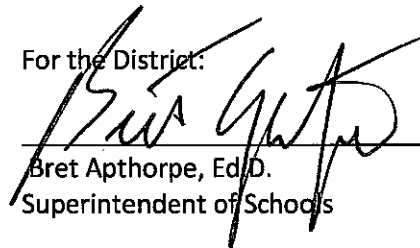
Any complaints regarding the implementation of these provisions will be processed as grievances under the provisions of our collective negotiations agreement.

For the Association:



Wendy Rayburg, President
Frontier Central Teachers' Association
Local #2663

For the District:



Bret Apthorpe, Ed.D.
Superintendent of Schools

MEMORANDUM OF AGREEMENT

TEACHER MENTORING PROGRAM

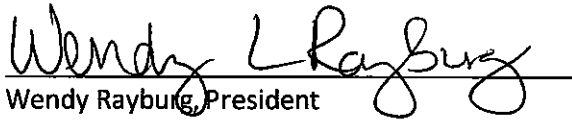
The Frontier Central School District and the Frontier Central Teachers' Association agree that a mentoring program for novice teachers will be implemented for the 2005-2006 school year, pursuant to part 100.2[dd][2][iv] of the Commissioner's regulations. The framework for the Frontier Teacher Mentoring Program will be the final draft of the document agreed upon by the Mentor Program Development Committee dated 7/27/04, as approved by the BOE on August 17, 2004.

1. The Mentor Coordinator and the Assistant Superintendent for Personnel will determine the definition of a "novice" teacher.
2. The Coordinator of the Mentoring Program will receive the sum of \$214 per teacher mentor/novice pairing. In addition, the Coordinator will be paid up to a maximum of 70 hours, from the date of hire to structure and develop a mentor training program. He/she will be compensated at the rate of \$32.98 per hour. Such service will be performed outside of the Coordinator's normal teaching day. The Coordinator will submit time sheets to the Assistant Superintendent for Personnel indicating the hours worked. Additionally, during the school year (September through June), the Mentor Coordinator will be released the equivalent of one day per month for coordinating activities and shall not be assigned a daily supervision period. The Mentor Coordinator will not receive additional compensation for the one day per month of release time.
3. Teacher mentors will be paid a stipend of \$1,000 per novice teacher per school year. For pairings that last less than a complete school year, remuneration will be prorated at \$100 per month. Remuneration for the extension of a pairing will be prorated at \$100 per month. Mentors who receive training during July and August, and/or outside the regular school day will receive Professional Growth credit.
4. Teacher Mentors will be granted one half day, per quarter, for visitation purposes. The Mentor will visit the novice teacher to observe instruction and consult. The novice teacher may visit and observe the Mentor or other experienced teachers, recommended by the Mentor Coordinator, who are willing to allow such visitation and observation.
5. The Mentor Coordinator and Mentor positions will be annual appointments. Candidate applications for the Mentor Coordinator and Mentor positions will be reviewed by the Mentor Program Coordinator Selection Committee and Mentor Program Advisory Board pursuant to the District's Teacher Mentoring Program as adopted by the Board of Education on August 17, 2004. These committees

will use consensus as the basis for recommendations to the Superintendent of Schools.

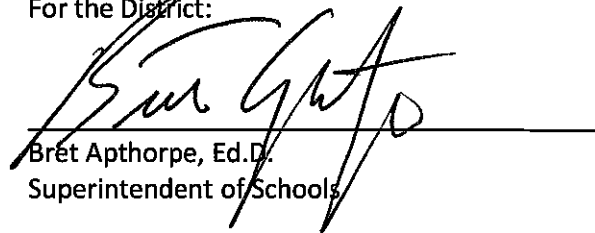
6. The primary factor for the Coordinator and Mentor appointments will be the selection of the best qualified person, as defined on pages 6 and 7 of the Mentor Plan. If other factors are equal between two or more applicants, district seniority will govern.
7. If the Mentor Coordinator Position is shared between two individuals, the stipend, release time and the 70 hours for development will be evenly split between the co-coordinators. In addition, in such a case the advisory board membership would be increased to include the additional administrator.
8. Either party may contact the other in writing in the spring of each year if there is a need to review the provisions herein.

For the Association:



Wendy Rayburg, President
Frontier Central Teachers' Association
Local #2663

For the District:



Bret Apthorpe, Ed.D.
Superintendent of Schools