



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Fallsburg Central School District and Fallsburg Teachers Association (FTA) (2002)**

Employer Name: **Fallsburg Central School District**

Union: **Fallsburg Teachers Association (FTA)**

Local:

Effective Date: **07/01/02**

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

Number of Pages: **50**

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

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

S-7/7/04

TA
5012

FALLSBURG CENTRAL SCHOOL DISTRICT

and

FALLSBURG TEACHERS ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2002 - JUNE 30, 2006

Received
3/11/04

INDEX

	<u>Page</u>
<i>Preamble</i>	1
<i>ARTICLE I: Recognition</i>	1
<i>ARTICLE II: Payroll Deductions</i>	2
<i>ARTICLE III: Academic Freedom</i>	3
<i>ARTICLE IV: School Calendar</i>	3
<i>ARTICLE V: Teacher's Day</i>	4
<i>ARTICLE VI: Teacher Load</i>	6
<i>ARTICLE VII: Class Size</i>	7
<i>ARTICLE VIII: Extra-Curricular Activities</i>	8
<i>ARTICLE IX: Personnel Files</i>	9
<i>ARTICLE X: Facilities</i>	9
<i>ARTICLE XI: Teacher Assignments</i>	10
<i>ARTICLE XII: Vacancies and Promotions</i>	12
<i>ARTICLE XIII: Assignments</i>	12
<i>ARTICLE XIV: Abolition of Teaching Position</i>	13
<i>ARTICLE XV: Notice of Termination of Probationary Teachers</i>	13
<i>ARTICLE XVI]: Leave Policies</i>	14
<i>(A) Sick Leave</i>	14
<i>(B) Personal Leave</i>	16
<i>(C) Bereavement Leave</i>	17
<i>(D) Child Care Leave</i>	17

(E) *Leave of Absence* 18

(F) *Leave of Absence Insurance* 19

(G) *Special Leave For Conference and Conventions* 19

(H) *Leave for Unit Members - Association Business* 20

(I) *Association Rights - Leave* 20

(J) *Workers Compensation Leave* 20

ARTICLE XVII: *Jury Duty* 21

ARTICLE XVIII: *District Enrichment - Grant Project* 22

ARTICLE XIX: *In-Service Courses and Credits* 23

ARTICLE XX: *Improvement of Instruction* 24

ARTICLE XXI: *Protection of Unit Members* 25

ARTICLE XXII: *Medical Examination* 26

ARTICLE XXIII: *Tardiness* 26

ARTICLE XXIV: *Notification of Educational Policy* 27

ARTICLE XXV: *No Strike* 27

ARTICLE XXVI: *Grievance Procedure and Advisory Arbitration* 27

ARTICLE XXVII: *Salary and Extra-Curricular Pay Schedule* 30

ARTICLE XXVIII: *Change in Medical Plan and/or Carrier* 30

ARTICLE XXIX: *Performance* 33

ARTICLE XXX: *Conformity to Law-Savings Clause* 34

ARTICLE XXXI: *Duration of Agreement* 35

<i>Salary Schedule -- Schedule A</i>	36
<i>Credits</i>	36
<i>Welfare Trust Contributions</i>	36
<i>Longevity Payments</i>	37
<i>Medical Coverage</i>	37
<i>Buyout for Medical Coverage</i>	38
<i>Extra-Curricular Categories and Salary Schedule</i>	41
<i>Schedule B</i>	43
<i>Coordinators & Department Chairs</i>	44
<i>Hourly Rates</i>	44
<i>Retirement Program - Schedule C</i>	45
<i>Guidelines for Observation Form - Schedule D</i>	45
<i>Annual Professional Performance Review - Schedule E</i>	45

PREAMBLE

The Fallsburg Teachers Association (the "FTA") and the Board of Education (the "Board") recognize a common goal: the development of an educational program of the highest quality for the benefit of the children of the Fallsburg Central School District (the "District"). To fulfill this responsibility, a relationship predicated upon this common goal must be developed and maintained between the Board of Education and the teachers of Fallsburg. Implicit in such a relationship are open avenues of communications among the Board, the administrative staff and the faculty.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I: RECOGNITION

1.1 The Board recognizes the FTA as the exclusive representative of all professional personnel in positions requiring certification, except the Superintendent of Schools, the School Business Administrator, principals, assistant principals, other central administrative personnel, the director of physical education, director of pupil personnel and all other confidential and managerial personnel.

1.2 A per diem substitute shall not be entitled to representation by the FTA or any of the benefits set forth in this Agreement.

In order for a substitute to be a unit member, he or she must work as a long-term substitute for a minimum of a semester or its equivalent in the same position. As soon as the District becomes

aware that a long term substitute will work for a semester or its equivalent, the long term substitute will become a unit member and receive retroactive salary to the start date in the assignment but will not receive retroactive health insurance.

ARTICLE II: PAYROLL DEDUCTIONS

The Board shall, subject to the provisions of the Taylor Law, deduct for agency fees.

The Association shall notify the District upon 30 days notice in writing of the method upon which the aforesaid deduction shall be made.

The Association affirms that it has adopted such procedures for refund of agency fee deductions as required in Section 3, Chapter 677 of the Laws of 1977 of the State of New York and any amendments thereto. This provision for agency fee deductions shall continue in effect so long as the Association maintains such procedure. The Association assumes full responsibility for the disposal of such funds so deducted once they have been forwarded to it by the District.

Subject to the provisions of Section 193 of the New York State Labor Law, in regulations issued thereunder, the District will honor individual written authorizations, on a District form, for deductions for payments for insurance premiums, pension or health and welfare benefits, contributions to charitable organizations, payments for United States bonds, annuities, credit unions, and Vote-Cope, and similar payments for the benefit of the unit member, all of the foregoing subject to the District's then current capability to readily make such deductions on the computer/payroll system in use.

ARTICLE III: ACADEMIC FREEDOM

(A) The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and laws of the land and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

(B) No unit member shall be reprimanded, disciplined or denied any professional privileges if he shall make a statement about an issue that the Board or the Superintendent has not previously instructed him not to comment on.

(C) During non-school time and off school property (aside from private meetings held thereon after hours) and so long as the unit member does not purport to represent the district, freedom of association and expression shall be encouraged.

ARTICLE IV: SCHOOL CALENDAR

(A) The work year shall be 180 days scheduled between Labor Day and the following June 30.

(B) A calendar committee consisting of two members appointed by the FTA and two members appointed by the Superintendent shall be established to assist the Superintendent in the development of the school calendar. The school calendar will indicate which days are to be stricken from the calendar in the event that scheduled emergency days are not used and include the dates of

any make-up days to be used in the event of excessive emergency closings. The final authority to establish the school calendar shall rest with the Superintendent and the Board and nothing contained in this paragraph (B) shall be subject to advisory arbitration or challenged in any legal forum.

ARTICLE V: TEACHER'S DAY

(A) Secondary School. The teacher's day in the secondary school shall be seven hours and will begin between 7:30 a.m. and 8:15 a.m. If, however, a teacher has been given a specific assignment or responsibility by the principal or the department chairman, he may be required to remain in school until 3:30 p.m.

(B) Elementary School. The teacher's day in the elementary school shall be seven hours and will begin between 8:30 a.m. and 9:15 a.m. If, however, a teacher has been given a specific assignment or responsibility by the principal, or his designee, he/she may be required to remain in school until 4:00 p.m.

(C) The starting times and ending times of the Teacher's Day may be changed by mutual agreement of the Superintendent and the FTA. The time of the work day is subject to change by the Superintendent to meet changing requirements that occur during the school year, provided the length of the work day remains the same.

(D) Lunch Period. All unit members shall be entitled to a duty free lunch period of not less than thirty (30) minutes.

(E) Subject to reasonable regulations regarding student safety and supervision, as determined by the Principal, an employee may leave immediately after dismissal of students on Fridays and on the day before an extended holiday.

(F) It is the responsibility of the teacher to afford extra instructional help to his students

if necessary. The decision to hold such help classes or give special aid rests with the teacher, department chairman or principal.

(G) Subject to the Commissioner's Regulations, the elementary school will close at noon on Wednesday and Thursday during the last week of school in June. All unit members will remain on duty for a full day of constructive professional work, subject to the direction of the principal and the superintendent.

(H) During Regents week, all secondary school unit members will remain on duty for a full school day of constructive professional work, subject to the direction of the principal and superintendent.

(I) As part of their professional responsibilities, all unit members shall participate in reasonably scheduled after-school parent and/or student conferences. Unit members may be required to attend one (1) after-school or evening open house or other type of parent conference.

(J) No teacher shall leave a classroom or other assignment area unattended except in an emergency.

The building Principal, or the Principal's designee, shall be notified at the first opportunity of such an emergency.

(K) Faculty Meetings. The District may schedule one (1) general faculty meeting and one (1) grade level or department meeting per month. Such meetings shall last no longer than one (1) hour and shall begin no later than the end of the teacher regular work day. The District shall provide an agenda at least 48 hours prior to any meeting.

In emergency situations the District may schedule additional general faculty meetings.

General faculty meetings will be scheduled on the first Monday of the month and the third Monday of each month which shall be reserved for FTA meetings.

ARTICLE VI: TEACHER LOAD

(A) Secondary School. The normal weekly load in the Junior-Senior High School shall be a maximum of (a) twenty-five (25) teaching periods, (b) five (5) non-teaching periods and (c) five (5) preparation periods. The District shall make a concerted effort not to schedule teachers to teach more than three (3) consecutive periods. Effective July 1, 2003, the District will have the right to assign AIS or other tutoring activities for up to two of the non-teaching periods per week as long as the teacher is not required to prepare lesson plans and reports except for those required by the State.

(B) Elementary School.

(1) The normal weekly load in the elementary school for all teachers shall not be more than thirty (30) teaching periods or the equivalent thereof. This shall be allocated at the rate of six (6) teaching periods and one (1) preparation period per day with one (1) club activity per week. No teacher (classroom or specialist) shall be required to teach outside his certification area; however, in any emergency a teacher (classroom or specialist) may be required to supervise in a specialist's area so long as said teacher (classroom or specialist) is not required to operate any special machinery or equipment.

(2) Pursuant to this paragraph, the District shall make every effort to provide each elementary school teacher with weekly duty free preparation time totaling 175 minutes. The District shall make a good faith effort in the scheduling process to provide said elementary school teachers with a daily duty-free preparation block of thirty (30) minutes in length.

(C) The District shall use its best efforts to ensure that teachers whose assignments include more than one (1) building, shall not be required to change buildings in a given day. In the event a teacher is assigned to more than one (1) building on any given day, the teacher's work day shall be consistent with the building in which he/she starts the day and the teacher's assignment shall be equitable with teachers in the building that he/she spends the greatest part of the day.

(D) The guidelines contained herein are subject to change to meet changing needs during the school year; however, the total hours shall remain the same. Before the Superintendent makes any change, he will discuss the matter with the president of the FTA when possible; any determination or change made by the Superintendent under this Paragraph D shall be subject to the grievance and arbitration procedures.

ARTICLE VII: CLASS SIZE

(A) It is the desire of the Board of Education and the Administration to maintain a level of class size which will insure efficient quality education consistent with the District's financial ability.

(B) It has been the philosophy of the Fallsburg School District to maintain class size below the state average and other area schools. The district shall exert every effort to continue this philosophy.

(C) Class size is affected by school enrollment, curriculum, intraclass transfers, grouping procedures, transfer students, economics and organizational efficiency.

(D) The District is mindful of the special problems concerning general classes and the slow-learner classes and its current philosophy is to keep these classes at an educationally sound level.

ARTICLE VIII: EXTRA-CURRICULAR ACTIVITIES

Extra-curricular activities are defined as follows:

Those activities set forth in Article XXVII, Schedule "B" or any other activity which shall be mutually agreed to in writing by the FTA and the District. Extra-curricular activities shall begin after the unit member's normal work day or such other earlier time before the end of the unit member's normal work day as the Superintendent may permit.

The FTA recognizes the right of the District to create and abolish extra-curricular positions. Positions will be posted when there is a vacancy or when a new position has been created.

The District shall meet with the FTA President to confer with him/her regarding the categories in which specific extra-curricular positions are placed.

Bargaining unit incumbents in Board appointed extra-curricular positions shall be entitled to continue in their positions if their performance is satisfactory. The District shall implement, for those unit members appointed to extra-curricular positions, a fair and consistent evaluation process. Termination or non-renewal under this provision requires a negative evaluation which shall inform the unit member of a deficiency, what could correct such deficiency and the consequences of failure to correct such a deficiency within a reasonable time. A non-renewal or termination notice shall include the reasons thereof.

Notwithstanding the above, just cause termination may occur at any time.

ARTICLE IX: PERSONNEL FILES

(A) No material derogatory to a unit member's conduct, service, character or personality shall be placed in his personnel file unless the unit member has had an opportunity to read such material and received a copy thereof. The unit member shall acknowledge he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.

(B) The unit member shall have the right to answer any material placed in his personnel file, and his answer shall be also placed in his personnel file. The Superintendent or the principal shall initial a copy for the unit member's personal records.

(C) Upon appropriate request, and, at his option, together with his representative, a unit member may examine his personnel file, and at his own expense, make photo copies of any material contained therein.

(D) In the event that a unit member is involved in legal proceedings in which his personnel file or parts thereof are used in evidence, the unit member shall be permitted to reproduce any such material in his personnel file.

ARTICLE X: FACILITIES

The District shall make available in each school one room of adequate size which shall be reserved for use as a faculty lounge. The area should be reserved for the private use of the faculty.

For the purpose of this paragraph, privacy shall mean the elimination of communication devices which may be used to listen in on any discussion among members of the staff.

ARTICLE XI: TEACHER ASSIGNMENTS

(A) Except in cases of emergency, teachers shall not be assigned outside of the scope of their teaching certificates or their major or minor field of study, and if such assignment is made, it shall be on a temporary basis.

(B) Unless necessary, probationary elementary school teachers should not be assigned new grades.

(C) Should a teacher be made responsible for an experimental or innovative program, it is understood that, insofar as possible, he should not be required to fulfill the normal teaching load. No experimental programs shall be initiated without prior preparation for the teacher involved, especially after the year has started.

(D) **Preparations**

(1) A preparation shall be defined as follows:

- i. A completely dissimilar subject field. (Example: Science - Math).
- ii. Where the curriculum material is contrasted. (Example: World History - European History).
- iii. Where the curriculum in any one grade level is specified as Academic or General.
- iv. Where the curriculum development is sequential in nature from grade level to grade level. (Example: Spanish 1 - Spanish 2).

(2) Teachers with five (5) preparations will have one (1) equivalent period assignment per week.

(3) Teachers with four (4) preparations will have two (2) equivalent period assignments per week.

(4) Teachers with three (3) preparations or less will be assigned five (5) equivalent periods per week, if necessary.

(5) A teacher who is assigned three (3) or less preparations but elects to have four (4) preparations for personal reasons will be assigned as a teacher with three (3) preparations.

(E) Insofar as possible, teacher assignments will be made based on the following criteria:

(1) Teachers will be assigned to a position only where they are qualified for all duties assigned.

(2) Teachers will be assigned to a subject matter field only where they have broad and concentrated preparation.

(3) Teachers will be assigned to the most frequently occurring teaching combinations.

(F) It is understood that in a district the size of Fallsburg Central School, preparation assignments beyond the ideal three (3) or less are imperative in the following subject fields:

1. Business Education
2. Home Economics
3. Industrial Arts
4. Foreign Language
5. Physical Education
6. Art

ARTICLE XII: VACANCIES AND PROMOTIONS

(A) The Superintendent shall post, on all faculty bulletin boards in all school buildings, notice of any vacancy in any position covered by Article I above, and notice of any promotional position. Such notice shall set forth a description of the qualifications and duties of the position. During the summer, the District will make every effort to notify unit members.

(B) The Superintendent of Schools shall make recommendations for filling such vacancies and promotional positions to the Board based upon ability and qualifications.

(C) The final decision with respect to vacancies and promotional positions and the appointment of personnel to vacancies and promotional positions shall rest with the Board.

ARTICLE XIII: ASSIGNMENTS

The District shall use its best efforts to advise teachers in writing of their assignments for the following year no later than June 1. In the event any change in assignment becomes necessary, the District shall forthwith advise the teacher in writing. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils. In the event that a teacher objects to the assignment, the Association will, upon request of such teacher, send a representative to meet with the superintendent or his designee, to discuss the assignment. The final decision with respect to any assignment shall rest with the superintendent.

ARTICLE XIV: ABOLITION OF TEACHING POSITION

(A) If the District is considering the abolishment of any unit position, the FTA shall be notified by March 15th or as soon thereafter as consideration is made. The FTA shall be informed, upon request, of the basis of the District's proposed reduction and shall have an opportunity to suggest alternative solutions prior to the Board taking any action.

(B) In the event the Board decides to abolish a teaching position, it shall comply in all respects to the applicable provisions of the Education Law.

(C) Any teacher who is excessed by the operation of paragraph (B) above, shall have the first right to fill any regular long term substitute position (not per diem or itinerant) or any position to which the teacher is certified or qualified. The Superintendent of Schools shall have the final determination regarding the qualification(s) of an affected teacher to fill the position(s) in question.

ARTICLE XV: NOTICE OF TERMINATION OF PROBATIONARY TEACHERS

(A) A probationary teacher may be terminated at any time by action initiated by the Superintendent and subsequently implemented by the Board. Said teacher shall be given notice of termination pursuant to the applicable provisions of the Education Law, or at the option of the Board, pay in lieu thereof. However, a first year teacher shall be notified of termination no later than March 15 whenever possible; a teacher, other than a first year teacher, shall be notified no later than March 15.

(B) Probationary teachers will be formally observed at least three times a year, on or before October 15th, December 1st and March 1st. After the visits, the teacher and the

superintendent will receive written copies of the observation. Within five (5) days of the observation, a conference between the observer and the teacher will be held. When a probationary teacher receives an unfavorable report, a minimum of three (3) additional observations should be made and an effort should be made by the Administration to help the teacher improve the areas criticized. Positive action taken by the Administration, if any, to help correct the teacher's deficiencies shall be put in writing and attached to these observations and initialed by the teacher.

(C) The District continues to possess its rights to discharge or discipline probationary teachers and such matters shall not be subject to the grievance or advisory arbitration procedure in this Agreement.

(D) A teacher may request a hearing before the Superintendent makes a recommendation to the Board to dismiss a teacher.

(E) Upon request from the discharged probationary teacher, the Superintendent will inform said teacher of the reasons for discharge.

ARTICLE XVI: LEAVE POLICIES

(A) Sick Leave

(1) All unit members shall be credited with fifteen (15) sick days each year for personal illness which shall include the illness of a child, parent, parents-in-law, spouse or designated domestic partner. Routine local health and dental examinations of a unit member which can be scheduled in advance, shall not be deemed personal illness. Sick leave may be extended at the discretion of the Superintendent of Schools for prolonged illness, but without pay. Upon return from extended sick leave, the unit member shall be assigned to the same position, if available, or if

not available, to the closest equivalent position available. Sick leave shall accumulate up to a maximum of one hundred and eighty-five (185) days, commencing July 1, 2002; one hundred ninety (190) days, commencing July, 2003; one hundred ninety-five (195) days commencing July 1, 2004; and two hundred (200) days, commencing July 1, 2005.

(2) The school administration may require a medical certificate for any sick leave taken of more than three (3) consecutive days.

(3) Sick Leave Bank. A sick leave bank shall be created by and for all unit members within the District. Each such unit member willing to participate shall submit to the District a waiver of no more than one (1) day of the unit member's accumulated sick leave during a school calendar year. The total contribution by the unit members shall be no more days than the number of unit members employed by the District, who have accumulated sick leave. Only unit members who shall contribute to the bank shall be eligible to receive time from the bank. The bank shall be administered by a committee of five (5) members who shall jointly act upon all withdrawals and shall keep accurate minutes of all decisions it makes. Two (2) members of the committee shall be appointed by the FTA and three (3) members of the committee shall be appointed by the Superintendent, two (2) of whom shall be administrators, one (1) who shall be a department head from either the Math, Science, Social Studies, or English Departments. Withdrawals from the bank shall be limited to unit members who are involved in long-term absences (15 consecutive school days or more) due to illness or accident, and who have exhausted their sick leave time and vacation time. No unit member may withdraw in excess of ninety (90) days from the bank in connection with any one long term illness or accident. Unit members shall be required to pay back thirty percent (30%) of the days granted to them by the bank. The payback shall begin in the year following

withdrawal from the bank as follows: one day the first year, two days the second year, and four days per year thereafter. The bank shall be renewable pursuant to the standards set forth above at such time as the committee administering the bank shall determine.

During the first three (3) years of a unit member's employment in the District, the unit member will be entitled to use the sick bank under the following parameters:

- (a) In each of the first three (3) years the unit member may be granted no more than fifty (50) days;
- (b) In an unusual circumstance, the unit member may appeal to the sick bank committee for additional days. The decision of the sick bank committee will be final and non-grievable.

(4) All Fallsburg Central regular unit members employed in Elementary and Secondary Summer Schools shall be granted two (2) sick days.

(B) Personal Leave

(1) All unit members are to be granted two (2) days of personal leave per year which shall be non-cumulative. However, any unused personal days shall be added to a unit member's accumulated sick leave under Section (A) of this Article, subject to the maximum sick leave accumulation therein set forth. Personal leave may be granted only for personal business which cannot be transacted during the unit member's working day. Such leave shall be granted provided the unit member notifies the building principal in writing at least three (3) days in advance or as soon as the unit member knows of his need for such leave.

(2) Personal leave shall not be requested for days immediately prior or subsequent to holidays or vacation periods or days on which the unit member is responsible for specially assigned duties in connection with the operation of school activities. The Superintendent may grant such personal leave on the merit of each request.

(C) Bereavement Leave

In the event of a death in the unit member's immediate family, on each occurrence unit members shall be afforded three (3) days leave, which shall be noncumulative. This leave for death in the immediate family may be extended an additional three (3) days, but in the event any additional leave is taken it shall be deducted from sick leave in Section (A) above. The term "immediate family" shall include father, mother, brother, sister, spouse, or designated domestic partner, child, father-in-law, mother-in-law, grandparent, grandchild, and other dependents. In the event of the death of a unit member's aunt, uncle, niece or nephew, the unit member shall be afforded one (1) day of bereavement leave on the day of the funeral.

(D) Child Care Leave

A unit member shall receive child care leave without pay or increment subject to the following conditions.

(1) A unit member requesting child care leave shall make such request in writing to the Superintendent as far in advance as practical, but in no event less than three (3) months prior to the expected birth of the child or three (3) months prior to the expected date of adoption. The time limit set forth above may be waived by the Superintendent in unusual circumstances in which proper notice was impractical. Child care leave will be granted up to two (2) consecutive semesters beyond

the semester in which leave begins. Child care leave may be extended, upon written application by the unit member, or up to an additional two (2) semesters at the discretion of the Board.

Such leave shall terminate at the end of a semester for secondary teachers and on January 1 or the end of the school year for elementary teachers. The unit member and the District may agree that the leave may terminate earlier than originally requested when the purpose of the leave no longer exists.

If the employee requests termination of the leave before the commencement of the leave, or pregnancy is terminated before the start of the leave, and the District has not hired a substitute, the employee may withdraw the request for leave and continue employment.

(2) It will be incumbent upon a unit member who may be granted child care leave to notify the Superintendent of Schools in writing two (2) months prior to the termination of said leave of his/her intention to either resume his/her duties in the school system or of his/her desire to discontinue them. No unit member may terminate child care leave and resume his/her duties in the school system, except at the commencement of a school term.

(3) Upon return to work, the Superintendent of Schools shall attempt, insofar as possible, to assign the unit member to his/her original or similar position.

(4) Subject to supplying to the Superintendent of Schools such medical certificates as he shall deem necessary, a pregnant unit member may continue to teach as long as she is physically able and may return as soon as physically able.

(E) Leave of Absence

At the discretion of the Board of Education, leaves of absence shall be granted for a period not to exceed one (1) school year. Tenure rights shall not be affected in the event such leave

is granted. The unit member applying shall notify the Superintendent by February 1st of any request for such leave and shall be notified of the Board's decision by April 1st.

(F) Teachers on unpaid leave for any reason may continue their participation in the health insurance program upon payment to the District of 100% of the District's cost of continuing such participation, except as modified by the Family and Medical Leave Act.

(G) Special Leave for Conferences and Conventions

(1) All requests to attend conferences and conventions must be submitted in writing to the Superintendent of Schools one (1) month prior to the date of the conference or as soon as practical. All requests shall be subject to the approval of the Superintendent.

(2) All unit members attending conferences shall be required, unless otherwise directed, to present a legible report to the Superintendent. If more than one unit member is attending the same conference, a joint report may be filed so long as all the subject matters of the conference are covered.

(3) All requests will be handled individually and disposed of based upon the merit and importance of the convention or conference.

(4) If a privately-owned vehicle is used, the currently existing mileage reimbursement rate approved by the Internal Revenue Service may be charged to the District.

(5) Expenses of attendance at conventions or conferences will be paid by the District only if such expenses are within the limitations of the amounts budgeted. Expenses which will be reimbursed are limited to those allowed by state law and noted on Request for Travel Forms. Unit members interested in convention or conference attendance should estimate the expenses

thereof, secure the approval of their principal and file their requests with the Superintendent of Schools.

(H) Leave for Unit Members -- Association Business

When it becomes necessary for elected delegates of FTA to attend the Committee of 100, Representative Assembly, or the New York State Retirement System as representatives of the unit members, they shall be given such free time, without loss of pay, as is necessary to perform any such activities. The Association recognizes and agrees that this privilege should not be abused. It is understood that the F.T.A. will be responsible for all expenses for such activities.

(I) Association Rights - Leave

The President of the Fallsburg Teachers' Association or his or her designee shall be permitted up to eight days per year of Association leave solely for the purpose of attending meetings or workshops in connection with the duties of their positions. The President of the FTA shall not be assigned general supervisory duties, such as hall duty, cafeteria supervision, or study hall. If the Association President is assigned to the Junior/Senior High School, the head building representative of the Elementary school shall not be assigned supervisory duties. Likewise, if the Association President is assigned to the Elementary school the head building representative at the Junior/Senior High School shall not be assigned supervisory duties.

(J) Worker's Compensation - Leave

1. Whenever an employee shall be absent as a result of injury or disability arising out of and in the course of duty for which the employee is entitled to a salary payment under the Workers' Compensation Insurance, the employee is entitled to a salary payment under the Workers' Compensation Insurance, the employee shall be paid his/her regular salary so long as the employee has unused sick leave days. The District shall be entitled to receive Workers' Compensation advance

salary reimbursement payments whereupon sick leave days shall be reinstated on a pro-rated basis by using the relationship between the value of the per diem reimbursement and the cost of a day's sick leave. Following the exhaustion of personal sick leave days, the union member shall be entitled to receive directly from Workers' Compensation any salary payments due him/her unless he/she received payment from the sick bank. In such case, the District shall receive the Workers' Compensation advanced salary reimbursement and the sick leave days shall be restored to the sick bank in the same proportion described above.

2. All days reimbursed to the sick bank by Workers' Compensation will be the sole possession of the sick bank and will not be used to reduce the number of days borrowed by the unit member from the sick bank. Reimbursement of days by the unit member to the sick bank will be determined by the number of days used, minus the number of days reimbursed by Workers' Compensation and will be returned as specified in Article XVI(A)(3).

3. In situations where the employee is not absent for a sufficient time to qualify for Workers' Compensation salary payment, he/she shall receive their regular salary without a deduction in sick leave.

ARTICLE XVII: JURY DUTY

A unit member required to serve on a jury shall be paid for each day of jury duty; provided, however, that he shall: (1) notify the Superintendent's secretary within 48 hours of receiving notice to serve (exclusive of Saturdays, Sundays and holidays) and submit, if requested by the District, a written request to the appropriate clerk of the court to be excused from jury duty until

such time as school is not in session; (2) consult the appropriate clerk of the court each night preceding each day of scheduled duty to determine if attendance is required and, if not required, promptly advise his building principal and report to his teaching location on such day; (3) report to his teaching location if dismissed prior to 12 o'clock noon on any day on which he was required to serve; and (4) remit to the District all statutory payments (excluding mileage) received for jury service.

ARTICLE XVIII: DISTRICT ENRICHMENT - GRANT PROJECT

A process has been developed whereby grants will be awarded to unit members who submit proposals which enhance and improve existing programs or develop new programs.

(A) **Make-Up of the Committee**

- * Superintendent or his/her representative-appointed by Superintendent
- * Elementary Administrator-appointed by Superintendent
- * Secondary Administrator-appointed by Superintendent
- * Two (2) Elementary Teachers-appointed by FTA
- * Two (2) Secondary Teachers-appointed by FTA
- * One (1) Elementary Parent (PTA President)
- * One (1) Secondary Parent (PTSO President)

(B) **Application**

Call for applications will be posted in the Fall and in the Spring. This posting will indicate the areas of interest and include a sample application.

(C) **Selection**

Each applicant will be scheduled for an interview with the committee to discuss in detail the proposal submitted. The committee will award the grants. Applicants will be notified regarding the approval or disapproval of their proposal.

(D) Reporting

Staff who are awarded grants through Fall submissions will report to the Principal in January regarding the progress of the grant proposal. Staff who are awarded grants through Spring submissions will report to the Principal in July regarding the progress of the grant proposal. All grants must be completed within one year of the date of selection.

(E) Payment for Grants

The Principal and Superintendent will review the completed grants and determine whether the grant addresses all components of the proposal. Only then will payment be made.

(F) Monies for Grants

The District will determine the amount of money available for these grants at the beginning of the school year. For every school year a minimum of \$10,000.00 will be set aside. Parameters for amounts available will be posted for no less than \$500.00 and no more than \$4,000.00. The committee will determine the amount of money to be awarded for specific grants based on the extent of the work involved to complete the proposal.

ARTICLE XIX: IN-SERVICE COURSES AND CREDITS

(A) In-service courses are designed to meet the needs of the school district for the improvement of instruction and individual staff efficiency.

(B) The Superintendent and the Administration will offer at least one in-service course each year. The type and subject matter of said course shall be at the sole discretion of the Board. The District shall not be required to conduct said course unless there is a minimum enrollment of

twenty-five (25), except when a course in a special discipline is offered and in that case, the minimum enrollment shall be left to the discretion of the Superintendent.

(C) Each unit member shall receive one credit for each ten (10) hours of attendance at and successful completion of approved in-service course work.

(D) Each unit member who teaches an in-service course will receive twice the amount of credits that are received by those unit members successfully completing said in-service course. The teaching of an in-service course is optional. Nothing herein shall preclude the District and a unit member who teaches an in-service course, together with the FTA, from agreeing to compensate such unit member in the form of salary in lieu of credit.

(E) Effective September 1, 1999, credit payments shall be capped at MA +90. Those who have been approved for course work payments beyond MA +90 shall be grandfathered at their current approved level. In order to obtain salary credit for any course (college or in-service), the unit member shall receive prior written approval of the Superintendent. In unusual circumstances, the Superintendent may grant approval after the beginning of the course; i.e., the original course was closed or canceled and an appropriate substitute course is offered.

Credits shall be reckoned twice each year, on September 30 and on or about February 15.

ARTICLE XX: IMPROVEMENT OF INSTRUCTION

(A) If in the judgment of the administration, as verified by a minimum of 3 observations, each followed by a teacher and supervisor conference, and after consultation with the appropriate department head or FTA representative, with teacher and supervisor present, a teacher is deemed to

be deficient in his/her area, the Superintendent shall have the power to require that a course to alleviate the deficiency be taken. Credit for said course will be granted as per contract.

(B) In the event that a new course is introduced into the curriculum requiring special preparation, the courses approved by the Superintendent and taken by the assigned teacher in preparation for teaching said course shall be paid for by the Board of Education.

ARTICLE XXI: PROTECTION OF UNIT MEMBERS

(A) Assaults Against Unit Members

(1) Unit members shall be required to report to the Superintendent, through the building Principal, all cases of assault suffered by their unit members in connection with their employment. The Principal and the Superintendent shall acknowledge receipt of such report.

(2) If an assault of a unit member arising out of and in the course of employment results in loss of time, and such assault was not solely through the fault of the unit member, the unit member shall be paid in full for a period not to exceed forty (40) school days, and such paid absence shall not be deducted from any sick leave to which such unit member is entitled under this Agreement. Any Workers' Compensation benefits due to a unit member for this period shall within ten (10) school days after receipt, be paid to the school district. In the event the absence due to an assault exceeds forty (40) school days, payments, if any, thereafter shall be covered by the sick leave pay portion of this Agreement. In order for an employee to qualify for this benefit, the employee must be examined by a physician designated by the District as to the nature of the injury and the employee's resulting inability to perform the employee's regular duties.

(3) Each year the District shall inform unit members of its policy on corporal punishment and use of force.

ARTICLE XXII: MEDICAL EXAMINATIONS

In order to safeguard the health of children attending school, the District is empowered to require any employee to submit to a medical examination by a physician designated by the District, in order to determine the physical or mental capacity of such person to perform his duties. The person required to submit to such a medical examination shall be entitled to be accompanied by a physician or other person of his choice. Medical examination for the purpose of this paragraph shall include a psychiatric examination as well as a medical examination. The cost of such examination will be paid by the District.

ARTICLE XXIII: TARDINESS

In the event a unit member is tardy for more than four (4) times, without excuse satisfactory to the Superintendent in any one semester, he shall have deducted from his pay one-sixth (1/6) of his daily rate of pay for each or all part thereof that he is tardy. A unit member shall make every reasonable effort to notify the office at least thirty (30) minutes prior to his starting time of such tardiness.

ARTICLE XXIV: NOTIFICATION ON EDUCATIONAL POLICY

The Board will not effect any major and continuing change in a non contractual policy, without notification to FTA and without affording FTA, except in unusual circumstances, an

opportunity to state its views on the matter. The final determination on such matter will be made by the Board.

ARTICLE XXV: NO STRIKE

FTA and the Board recognize that strikes and all other forms of work stoppages by the employees covered by this Agreement are contrary to law and public policy. FTA and the Board subscribe to the principle that differences shall be mutually resolved by peaceful, professional and appropriate means without interruption of the school program. FTA, each of its members and any member of the bargaining unit, therefore agrees that there shall be no strike, work stoppage, or any other refusal to perform work by employees covered by this Agreement, nor shall FTA in any way encourage, instigate or condone the same.

ARTICLE XXVI: GRIEVANCE PROCEDURE AND ADVISORY ARBITRATION

The parties declare it to be their objective to encourage fair and prompt resolution of teacher complaints as they arise and to provide for orderly procedures for satisfactory adjustment.

(A) **Definitions**

- (1) Unit member shall mean any employee covered by this Agreement.
- (2) Chief Administrator shall mean the superintendent of the District or his designee.
- (3) Immediate Supervisor shall mean the principal responsible for the school in which the unit member primarily works.

(4) Representative shall mean the person or persons designated by the aggrieved unit member as his counsel or to act in his behalf.

(5) Except as specifically provided in the Article XXVIII, Section e, below, a grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies or of this contract which relate to or involve the unit member in the exercise of the duties assigned to him. This shall include that information entered in the personnel file of a unit member which is of a derogatory nature.

(6) Work days shall be defined as days Central Office is open for business.

(B) All grievances shall be processed as follows:

STEP I - Initial Stage

If the grievance is not resolved informally, the aggrieved may submit the grievance to his immediate supervisor in writing on the District grievance form together with all other relevant data.

The immediate supervisor shall confer with the grievant within five (5) working days of receipt of the written grievance and the relevant data. He shall note his decision on the grievance form and return the form to the grievant within six (6) working days of the conference.

A grievance shall be asserted at the first step within thirty (30) working days from the occurrence of the act complained or thirty (30) working days from the first day on which the act is implemented or discovered, whichever is later. Failure to assert a grievance at the first step within said thirty (30) working days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved

to proceed to the next step. The parties (District and FTA) may, by mutual written agreement, reduce or extend the specified time limits.

STEP II - Administrator Stage

If the grievance is not resolved at Step I, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with the relevant data within ten (10) working days of receipt of the Step I decision. The Superintendent shall have a meeting with the grievant within five (5) working days of receipt of the written grievance and the relevant data. If the grievant shall require, the Superintendent shall meet with the witnesses, if any, for the grievant. The Superintendent shall note his decision on the grievance form and return the form to the grievant within ten (10) working days of the conference.

STEP III - Review Stage

1. If the grievance is not resolved at Step II, the FTA may refer the dispute to advisory arbitration within ten (10) working days after the Step II decision, by filing a written notice thereof to the Superintendent. Thereafter, the parties shall attempt to mutually agree on the appointment of an arbitrator and, if they cannot so agree, either party may request the AAA to appoint an arbitrator pursuant to its Rules. It is specifically agreed that no individual FTA member has the right to process a matter to this Review Stage.

2. Within thirty (30) days of completion of the hearings, the Arbitrator shall submit his advisory report to both parties (District and FTA). This report shall be advisory to the District and FTA. Either party (District or FTA) may reject an advisory arbitration report only after giving serious consideration to it. The cost of the arbitration shall be borne equally by the parties (District and FTA).

3. In the event an individual grieves under Steps I and II hereof, the FTA shall have the right to be present and to express its views on the grievance. In the event FTA initiates a grievance, it shall have the right to initiate such grievance at Step II, provided the written grievance form is submitted.

4. Conferences and hearings held hereunder shall be held during nonworking hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgment of the Superintendent, conferences or hearings must be held during working hours, persons who participate shall be excused from their assignment without loss of pay. Notwithstanding any of the foregoing, there shall be no interference with the instructional program.

5. The grievant shall have the right to be represented by FTA at Steps I and II of the grievance procedure.

6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District against the grievant or any of his representatives or any other participants in the grievance procedure by reasons of such grievance or participation therein.

**ARTICLE XXVII: SALARY AND
EXTRA-CURRICULAR PAY SCHEDULE**

See Schedules "A" and "B" attached hereto.

**ARTICLE XXVIII: CHANGE IN MEDICAL PLAN
AND/OR CARRIER**

The District's health insurance plan is the "Dutchess Educational Health Insurance Consortium, PPO Alternate Plan" (hereinafter referred to as the "existing plan").

- (a) Should the District wish to provide the existing plan through a different carrier, or adopt a different plan with either the same or the existing carrier, it shall give the F.T.A. three (3) months advanced written notice of its intention. Said notice shall contain a full description of the proposed plan, a full description of the proposed benefits, a copy of the proposed contract or agreement, if any, the costs of the proposed plan and a reasonable breakdown of costs, if provided by the proposed carrier or plan.
- (b) At the F.T.A.'s request, a meeting(s) shall be held within thirty (30) working days of the notice set forth in paragraph (a) above, with the proposed carrier or plan and F.T.A. to discuss any and all aspects of the proposal and to respond to any questions F.T.A. may have; F.T.A. shall also be entitled to request from the proposed carrier or plan and receive such other reasonable information as shall be available to evaluate the proposal.
- (c) At F.T.A.'s request, a meeting with the Board of Education shall be held within thirty (30) working days of the notice set forth in paragraph (a) above to discuss the proposed plan and any questions relating to it.
- (d) The medical plan proposed shall not provide for a reduction in total benefits (each benefit shall not be required to be the same) than those provided in the plan in effect in the contract year that the plan is proposed to be adopted.
- (e) If the F.T.A. concludes that the proposed plan would provide for a reduction in total benefits (each benefit shall not be required to be the same) than those provided in the

plan in effect in the contract year that the plan is proposed to be adopted, it shall have the right to submit the matter to final and binding arbitration in accordance with paragraph (f) below within forty working days of the notice set forth in paragraph (a) above. If the F.T.A. does not submit the proposed plan to final and binding arbitration in accordance with paragraph (f), the plan may be adopted and implemented by the District.

- (f) Any request for arbitration pursuant to paragraph (c) of this Article shall be submitted to the American Arbitration Association in New York City. The parties shall be responsible for their own costs and shall equally share the cost of the arbitration. The arbitration shall be conducted in accordance with the American Arbitration Association's rules for expedited labor arbitration except that the arbitrator shall be required to set forth in writing the rationale for his decision. Both parties agree to request an arbitrator with knowledge and experience in the field of health benefits and insurance. If the arbitrator determines that the proposed plan would not result in a reduction in total benefits (each benefit shall not be required to be the same), then the District may implement the proposed plan. Conversely, if the arbitrator finds the proposed plan would result in a reduction in total benefits (each benefit shall not be required to be the same), the proposed plan shall not be implemented.
- (g) If after the plan is adopted the District desires or is required to adopt another medical plan, then the District shall be obligated to place into effect, without any hiatus, said other medical plan without any reduction in benefits (each benefit shall not be required to be the same) and, if any unit member shall, as a consequence of there being any hiatus, incur a covered medical expense which is not reimbursed, then the

District shall be obligated to pay said expense in full to the extent that said expense would have been covered. In the event there is a dispute with respect to this paragraph (g), the matter shall be resolved in final and binding arbitration as set forth in paragraph (f) above.

- (h) If a new medical plan be implemented, a committee of three (3) representatives selected by the F.T.A. and three (3) representatives selected by the Board of Education shall meet on a quarterly basis for the purposes of reviewing the benefits of the plan adopted by the Board of Education. The committee may also suggest ways to improve the benefit package.

ARTICLE XXIX: PERFORMANCE

If a unit member's service has been unsatisfactory, advancement on any salary schedule set forth herein shall be withheld upon the Superintendent's recommendation to the Board, provided the unit member has been notified in writing of the nature of the unsatisfactory performance and has been given a three (3) month period in which to rectify it. At the end of the three (3) month period, the unit member shall be notified whether or not a correction of the unsatisfactory performance has been made. If the correction has been made the unit member's eligibility for advancement on any salary schedule set forth herein shall continue. If the correction has not been made, advancement may be withheld. Nothing contained herein shall limit the rights of the FTA or the Board under the law. In the event a teacher is ultimately exonerated, the matter shall be physically expunged from the employee's record.

ARTICLE XXX: CONFORMITY TO LAW - SAVINGS CLAUSE

(A) If any provision or the enforcement to performance of any provision of this Agreement is or shall at any time be declared contrary to law, then such provisions shall not be applicable or enforced or performed, except to the extent permitted by law. In the event any provision relating to wages and fringe benefits is declared illegal, the parties shall meet to negotiate a comparable economic benefit; and if the parties cannot reach agreement thereon, the question of what a comparable benefit is shall be subject to the grievance procedure herein.

(B) If any provision of this statement or application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby.

ARTICLE XXXI: DURATION OF AGREEMENT

The term of this Agreement shall be for a period of four years commencing on July 1, 2002 and expiring June 30, 2006.

FALLSBURG CENTRAL SCHOOL DISTRICT

Date: 9/25/03

By: _____

FALLSBURG TEACHERS ASSOCIATION

Date: 9/25/03

By: _____

SCHEDULE A

SALARY SCHEDULE "A"

STEP	3.25%	3.50%	3.25%	3.00%
	2002-3	2003-4	2004-5	2005-06
1	37603	38919	40184	41390
2	38665	40018	41319	42559
3	39723	41113	42449	43722
4	41847	43312	44720	46062
5	43321	44837	46294	47683
6	44795	46363	47870	49306
7	46267	47886	49442	50925
8	47742	49413	51019	52550
9	49214	50936	52591	54169
10	50689	52463	54168	55793
11	52161	53987	55742	57414
12	53635	55512	57316	59035
13	55108	57037	58891	60658
14	56582	58562	60465	62279
15	58054	60086	62039	63900
16	59539	61623	63626	65535
17	61001	63136	65188	67144
18	63123	65332	67455	69479
Masters	1908	1975	2039	2100
Credits	61	63	65	67
Dept. Head/Coorid.	2031	2102	2170	2235
Extra-Curr. Treas.				
AV Coord.				

2. Welfare Trust Contributions:

2002-03	\$900.00
2003-04	\$1,100.00
2004-05	\$1,100.00
2005-06	\$1,100.00

3. Longevity payments shall be made based on the total number of years of service in public education (that is, any years of service in other districts, plus years of service in Fallsburg) provided the employee has at least ten (10) years of service with the FCSD. Effective July 1, 2003, the 15 year and 20 year longevity will become cumulative.

Effective School Year

2002-03 & 2003-04	After 15 Years	\$1,050.00
	After 20 Years	\$4,300.00
2004-05	After 15 years	\$2,000.00
	After 20 years	\$4,300.00
2005-06	After 15 years	\$3,000.00
	After 20 years	\$4,300.00

4. 100% medical coverage shall be provided by the District for each employee and his dependents through June 30, 2003. After their retirement, the District shall pay 100% of the health insurance premium for unit members who retire with 20 years or more of service in the District at the time of their retirement, and their dependents. Unit members with less than ten (10) years of service in the District at the time of their retirement shall not be entitled to any health insurance coverage from the District; Unit members with ten (10) years of service but less than twenty (20) years of service, at the time of their retirement, shall contribute fifty percent (50%) of the total cost of individual coverage and sixty-five percent (65%) of the total cost of dependent coverage after retirement. All employees on staff as of May 26, 1994, who

have less than twenty (20) years of service, shall be "grandfathered" into the present District paid coverage for health insurance after retirement (the District paying seventy-five (75%) percent of the total cost of individual coverage, and eighty-five (85%) percent of the total cost of dependent coverage).

5. Effective July 1, 2003, the District shall pay 95% of individual or family health insurance under the Dutchess Educational Health Insurance Consortium, PPO Alternate Plan. Employees will contribute 5% of the cost of such plan. Unit members may elect to decline, and require the District to buy out, their entitlement to medical coverage. The amount the District shall pay to buy out such coverage will be 50% of the cost of the insurance premium that the District would have had to pay for such coverage if the unit member did not elect to have his coverage bought out. The District, in its sole discretion, may determine some other amount as the consideration for buying out a unit member's medical coverage. In such event, the District will provide the FTA with 30 days' notice of the change, and any unit member electing during such notice period to require the District to buy out his medical coverage will have the option of doing so at either the rate prevailing prior to the effective date of the change or the new rate.

For the period July 1, 2002 through June 30, 2006, unit members electing to require the District to buy out their entitlement to medical coverage may do so only if they (1) notify the superintendent, in such form and manner specified by him, of such election on or before June 1 preceding the start of the school year for which the buy-out election is made, and (2) submit proof on or before said date of alternative insurance coverage. For the school year preceding

the year in which the District is changing medical insurance carriers, the District and the FTA will negotiate in good faith to determine the terms on which and the procedures and date by which unit members so electing may require the District to buy out their entitlement to medical coverage, although in any event a unit member will have to submit proof of alternative insurance coverage in order to require the District to buy out his medical coverage.

The buy-out payment shall be equally distributed in the unit member's pay check during the course of the school year and shall be subject to normal deductions.

Re-entry to the District's medical coverage plan will be subject to: (a) the plan's guidelines, (b) submission of proof that alternative insurance is no longer available, and (c) repayment of any buy-out money already paid by the District.

Unit members must complete an election form for each year in which they elect a buy-out.

Newly hired employees may decline medical coverage upon proof of alternative coverage and submission of the election form within ten (10) working days after starting employment, subject to alternative procedural requirements during the school year during which the District is changing health insurance carriers. The buy-out payment will be pro rated to reflect the portion of the year remaining.

Money paid pursuant to this provision shall be included in payroll for purposes of computing retirement entitlements, unless the District is advised by the administrators of the retirement system that this would be improper.

The District shall implement a Section 125 Internal Revenue Code Plan, effective July 1, 2003.

SCHEDULE B

EXTRA-CURRICULAR CATEGORIES AND SALARY SCHEDULE

1. CATEGORIES AND EXTRA-CURRICULAR SALARIES

CATEGORY I

BCES Band Director
Comet Newspaper
Middle School Newspaper
Musical Director - HS
Stage Director - HS
Student Court Advisor
Yearbook
JV Basketball (Boys)
JV Basketball (Girls)
Varsity Baseball
Varsity Cross Country
Varsity Skiing (Boys)
Varsity Skiing (Girls)
Varsity Soccer (Boys)
Varsity Soccer (Girls)
Varsity Softball
Varsity Track (Boys)
Varsity Track (Girls)
Varsity Volleyball (Girls)

CATEGORY II

Chamber Singers
Cosor Comet
Jr. High Math Team
Sr. High Math Team
Jr. Problem Solvers
Literary Magazine Adv.
Middle School Yearbook
Sr. SALSA Advisor
Jr. SALSA Advisor
Science Olympiad - Sr. High
Science Olympiad - Jr. High
HS SGA Adviser
MS SGA Adviser
Sr. Honor Society
Sr. Problem Solvers
Sr. Quiz Bowl
Stage Manager - HS
Young Entrepreneur Club
Assistant Track Coach
Cheerleading
JV Baseball
JV Soccer (Boys)
JV Soccer (Girls)
JV Softball
JV Volleyball
Varsity Golf (Boys)
Varsity Golf (Girls)
Varsity Tennis (Boys)
Varsity Tennis (Girls)

CATEGORY III

MS 1st Thurs., Battle of the
Bulbs, Sp. Bee (Special Project)
BCES Chorus
BCES Computer Liaison
BCES Drama Director
BCES Musical Director
Bell Choir
HS Choral Director
Ch. Sty. Team Elem.
Ch. Sty. Team HS
Gr. 11 Adviser
Middle School Quiz Bowl
Recorder Ensemble
SCIL Jr.
SCIL Sr.
Set Designer-HS
JV Boys Tennis
Mod. Baseball
Mod. Basketball (Boys)
Mod. Basketball (Girls)
Mod. Cross Country (Boys & Girls)
Mod. Soccer (Boys)
Mod. Soccer (Girls)
Mod. Softball
Mod. Track (Boys)
Mod. Track (Girls)
Mod. Volleyball (Boys)
Mod. Volleyball (Girls)

CATEGORY V

Var. Basketball (Boys)
Var. Basketball (Girls)
Student Evaluation & Placement Coord.

CATEGORY IV

BCES A/V Coor.
BCES Crisis Coordinator
BCES Science Coordinator
BCES Stage Director
BCES Stage Manager
Class Adviser Gr. 6
Class Adviser Gr. 7
Class Adviser Gr. 8
Class Adviser Gr. 9
Class Adviser Gr. 10
Computer Club
FallsViews Newsletter
Guidance Stipend
HS Crisis Coordinator
Jr. Honor Society
Key Club Advisor
Lighting Director-HS
MS Builder's Club
Mentor Advisor (HS & MS)
Orchestra Director-HS
Intramural-Aerobics
Intramural - Baseball
Intramural - Basketball
Intramural - Flag Football
Intramural - Golf
Intramural - Indoor Soccer
Intramural - Lifeguarding
Intramural - Open Gym
Intramural - Softball
Intramural - Swimming
Intramural - Tennis
Intramural - Track & Field
Intramural - Volleyball (Boys)
Intramural - Double Dutch Rope
Jumping/Conditioning/Aerobics/
Weight Training
Tennis/Ultimate Frisbee
Intramural Weight Room & Fitness F, W, S
(Fall, Winter, Spring)

SALARY SCHEDULE "B"

Extra-curricular	2.7%	3.25%	3.50%	3.25%	3.00%
	<u>2001-2002</u>	<u>2002-3</u>	<u>2003-4</u>	<u>2004-5</u>	<u>2005-06</u>
Cat. 1	2323	2399	2483	2564	2641
Cat 2	1745	1802	1865	1926	1984
Cat 3	1532	1582	1637	1690	1741
Cat 4	879	908	940	971	1000
Cat 5	3255	3361	3479	3592	3700

(b) Coordinators and Department Chairs, Extra-Curricular Funds Treasurer, Audio-Visual Coordinator:

- (i) High School Department Areas - Business/Technology/Home & Careers/Art/Music, Foreign Language, English, Mathematics, Science, Social Studies.

Department Chairs, Extra-Curricular Funds Treasurer and Audio-Visual Coordinator will be paid an additional stipend as part of their regular salary and they shall receive increases in the additional stipend equivalent to the general salary increases set forth previously in this agreement.

Elementary School Coordinator - Student Evaluation & Placement (formerly K-6 Reading Coordinator). This position will be moved to Category V of the Extra Curricular Salary Schedule.

2. HOURLY RATES

- (a) The hourly rate during the term of this agreement shall be \$37 per hour in 2002-03; \$38 per hour in 2003-04; \$39 per hour in 2004-05; and \$40 per hour in 2005-06.

(b) Application of Hourly Rates

The hourly rates set forth above shall apply to approved professional activities before and after the work day that are not covered by Section 1 of this Schedule B.

SCHEDULE C
RETIREMENT PROGRAM

1. The Fallsburg Central School District agrees to pay to any member of the FTA a retirement incentive of thirty thousand (\$30,000) in their initial year of eligibility without penalty in accordance with the rules and regulations of the New York Teachers Retirement System.
2. In order to be eligible for this payment, the written resignation must be in the form annexed hereto and be received by the School District on or before January 15th in the year they wish to retire.
3. The School District agrees to make this \$30,000 payment with appropriate and customary deductions for mandatory withholdings, prior to November 15th of the following school year.
4. This \$30,000 payment shall be in lieu of all other retirement incentives or salary enhanced payments. However, this does not apply to payment for unused sick time, which is in addition to the \$30,000 payment and is paid at a rate of \$35.00 per day.
5. In offering this incentive the School District and the FTA make no representations as to the effect, if any, the lump sum payment provided for in this agreement shall have on any FTA members' retirement or retirement benefits.

SCHEDULE D
GUIDELINES FOR OBSERVATION FORM

SCHEDULE E
ANNUAL PROFESSIONAL PERFORMANCE REVIEW

Both the guidelines and APPR are in the process of being revised. New copies will be distributed when they are completed.

