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AGREEMENT

between

SOUTH BUFFALO CHARTER SCHOOL

and the

**SOUTH BUFFALO CHARTER SCHOOL
INSTRUCTIONAL STAFF ASSOCIATION**

7/1/2008 – 6/30/2011

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PREAMBLE

THIS AGREEMENT, entered into as of July 1, 2008, by and between the SOUTH BUFFALO CHARTER SCHOOL (herein called the "Board") and the SOUTH BUFFALO CHARTER SCHOOL INSTRUCTIONAL STAFF ASSOCIATION, (herein called the "Association").

WITNESSETH:

WHEREAS, the Board of Trustees and the South Buffalo Charter School Instructional Staff Association recognize and declare their mutual intent to promote harmonious and cooperative relationships among the Board, the Association and the employees to whom this Agreement applies, and to protect and promote the public interest by assuring at all times the orderly and uninterrupted operations of the South Buffalo Charter School, and

WHEREAS, the Board and the Association declare that providing a quality education for the children of the School is their mutual aim; and

WHEREAS, the Board, under law, has the final responsibility for establishing policies for the School, and the Board Trustees, Head of Schools, and their staff, have the responsibility of carrying out those established policies, and the professional personnel covered by this Agreement (herein called "Teachers") have the responsibility for providing the best possible education in the classroom;

THEREFORE, the Board and the Association have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE I RECOGNITION

1.1 **Exclusive Recognition.** The Board recognizes the Association as the sole and exclusive collective bargaining representative for all teachers, teaching assistants, library assistants, reading coaches, counselors, social workers, nurses, mentors, technology coordinators, and regular building substitute teachers.

1.2 **Teacher(s) Defined.** The terms Teacher or Teachers when used hereafter in this Agreement shall refer to all employees in the negotiating unit described above.

1.3 **Recognition Duration.** Such recognition shall extend for the length of this Agreement, and the Board shall not negotiate with any organization on behalf of Teachers other than the Association for the duration of such recognition.

1.4 **School Administration Defined.** The school administration shall include the Board Trustees, Head of Schools, Principal(s), Assistant Principal(s), and Business Administrator.

ARTICLE II DEDUCTIONS

2.1 **Deduction, Transmission.** The Board hereby confers upon the Association the exclusive right to have its membership dues deducted from the salaries of those Teachers who individually and voluntarily authorize same, and to have agency fees deducted from the salaries of those Teachers who do not so authorize membership dues deduction. All membership dues and agency fees deducted from Teachers' salaries shall be transmitted to the Association in a single lump sum, and the Association shall be solely responsible for the proper distribution of such dues and agency fee deductions.

2.2 **Amount.** The Association shall certify in writing to the Board the amount of such membership dues and agency fees and any revisions thereto. During the Scheduled Deduction Period, the Board shall make such deductions commencing with the first payroll period thirty (30) days after receipt of a written notice of a revision in the amount of dues and agency fees to be deducted.

2.3 **Scheduled Deduction Period.** Deduction of the total amount of membership dues and agency fees shall be made in equal installments, commencing with the first payroll in October. The period in which deductions are made shall be known as the Scheduled Deduction Period.

2.4 **September List of Authorizations.** No later than the third week in September, the Association shall provide the Board with a list of those Teachers who have voluntarily authorized the Board to deduct dues for the Association and those who chose agency fee.

2.5 **Transmittal.** The Board shall transmit the total amount of dues deducted in each payroll period to the Association during that payroll period. A listing of the Teachers for whom dues and agency fee deductions have been made, and the amount deducted for each, and the date of the commencement of such deductions shall accompany the final transmittal.

2.6 **Indemnification.** The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Board pursuant to the provisions of this Article.

2.7 **Questions.** Except where a clerical error has been made in the deduction of dues or agency fees, which error will be adjusted promptly, any questions as to the correctness of the amount deducted shall be settled between the Teacher and the Association.

ARTICLE III ASSOCIATION MATTERS

3.1 **Quality Education.** The Board and the Association hereby reaffirm the mutual intent of the parties as expressed in the Preamble of this Agreement, to provide a quality education for the children of the School.

3.2 **Labor/ Management Meetings.** Upon request, the Head of Schools and the Association Building Representatives shall meet at least once a month at a mutually convenient time to discuss matters of concern in the school, including the preparation of or revision to building handbooks, issues, and implementation of this Agreement.

3.3 **Association Leave.** When it is necessary for representatives of the South Buffalo Charter School Instructional Staff Association to engage in Association activities directly relating to Association duties as representatives of the bargaining unit (which cannot be performed other than during school hours) upon the approval of the Director or his/her designated representative within a reasonable time in advance, they shall be given such time, without loss of pay, as is necessary to perform any such activities.

The Association President/designee may designate up to three (3) days at full pay (during the regular school year) for use by authorized representatives of the Association to attend the annual NYSUT convention. The costs of any required substitutes will be paid by the Association. The Association and its officers recognize and agree that this privilege should not be abused.

3.4 **Names to be provided.** The Association shall advise the Director of the school in writing of the names of each officer, committee member or other duly authorized representative of the Association and their successors. The Director or designee will provide the Association with lists of new Teachers and their building assignments in September, with certification status to be supplied when received.

3.5 **Copies of Agreement.** Copies of this Agreement will be given to all Teachers now employed or hereafter employed by the Board.

3.6 **Use of School Facilities.** The Association shall have use of the teacher's mailboxes for distributing official union business. There shall be a designated area for an Association bulletin board within the school. The Association shall be allowed access to the School's e-mail system for communicating with its members for official Union business. (The Association shall have use of building facilities for meetings and for professional development workshops)

3.7 **E-mails.** All e-mails that enter or are originated on the South Buffalo Charter School system are property of South Buffalo Charter School and are subject to the Freedom of Information Law.

ARTICLE IV
NO STRIKE/NO LOCKOUT

4.1 There shall be no strike by the Association or lockout by the Employer during the term of this Agreement.

ARTICLE V
RIGHTS OF TEACHERS

5.1 The school has the right to terminate immediately or not renew the employment of any teacher during their first three (3) years of employment. In the event of termination or non-renewal, the teacher shall be informed in writing of the reasons for the termination or non-renewal. Upon request, such teacher shall be granted a meeting with the Principal or Director to discuss the reasons. The decision of the School shall be final and binding and shall not be subject to the Grievance and Arbitration provisions of the Agreement.

5.2 Upon completion of three (3) continuous years of full-time service, if the School elects to renew the employment of the teacher, the teacher shall be offered a three (3) year contract.

A. During the term of the three (3) year contract, the teacher may be terminated from employment for just cause.

B. The school has the right to not renew the employment of a teacher upon expiration of the three (3) year agreement, provided the teacher received notice of such non-renewal by May 15. In the event of non-renewal, the teacher shall be informed in writing of the reasons for the non-renewal. Upon request, such teacher shall be granted a meeting with the Principal or Director to discuss the reasons. Non-renewal will be subject to the grievance procedure.

C. Upon completion of each three (3) year contract, the teacher will be renewed for another 3-year contract.

ARTICLE VI
ACCESS TO PERSONNEL FILE

6.1 Employees can inspect part or all of their permanent personnel file by giving 3 business days written notice to the Head of Schools. Any inspection will take place in the presence of the Head of Schools or designee. Parts subject to inspection include the employee's job application, wage or salary information, notices of commendations, warnings or other discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records and employment history with the School. The file may be inspected at reasonable times during regular business hours and in the office where the files are kept. You may make copies of the contents of the permanent file. Employees may place a statement in the file if an error in your school personnel file is found. Employees are allowed to obtain copies of their evaluations. The request must be in writing and submitted to the Head of Schools.

ARTICLE VII
LAYOFF AND RECALL

7.1 **Layoff.** Layoff is the separation of an employee for lack of work or funds as determined by the Board, without fault or delinquency on the employee's part. The Board agrees to provide the Association with a list of names of the teachers being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.

A teacher in their first three years of employment may be laid off without right of recall.

7.2 Teachers to be laid off shall be notified as soon as possible after the decision for layoff has been made. In no event shall the Board give the employees less than two weeks written notice.

7.3 Teachers shall be laid off in accordance with seniority in specialty areas.

7.4 **Recall:** Teachers will be recalled to a subject area/program for which they hold certification in reverse order of layoff when a vacancy occurs.

7.5 Each teacher on layoff shall be required to provide the personnel office, in writing, a current address to which a letter of recall may be sent.

7.6 If a recall opportunity exists, a letter shall be mailed to the teacher, certified mail/return receipt requested.

7.7 A teacher offered a recall opportunity must notify the Head of Schools in writing of his/her decision within thirty (30) days of receipt of the Head of School's offer.

7.8 A teacher who has been laid off shall maintain recall rights for twelve (12) months from the date of layoff or until he/she refuses a recall opportunity, fails to respond to a recall letter, submits a resignation, or accepts employment in another school district, whichever is less.

ARTICLE VIII **WORK DAY/WORK YEAR**

8.1 Work Day

A. **Beginning, Ending, Length, Lunch.** The Head of School shall set the beginning and ending times of the workday for Teachers, but the beginning time shall not be later than 7:30 a.m. Teacher work day shall not exceed eight (8) hours and fifteen (15) minutes. Each Teacher shall have a duty-free lunch period equal to a class period. Kindergarten through 3rd grade will have a 45-minute lunch period.

B. **Scheduling.** Each Teacher will be scheduled for at least one period of planning time per day of not less than forty-five (45) consecutive minutes. This planning time shall be free of any other duties. The minimum planning time will be two hundred twenty-five (225) minutes per five instructional day week.

C. **Lunch Duty.** No teacher, Counselor, Nurse, or Technology Coordinator will be required to do lunch duty.

D. **Scheduling Special Classes.** Scheduling of special elementary classes (i.e., art, physical education, and music) will be arranged by the Head of School. When possible, the Head of School will consult with teachers for those subjects before making the schedule.

8.2 **Work Schedule.** Because of the nature of our business, employees' work schedules may vary depending on their job. Any changes in the work schedule will require a 2-week notice. Nothing herein shall be interpreted to excuse teachers from their responsibilities for supervising students and other assigned duties in excess of the workday, such as: Genuine emergencies; Parent Conferences; Field Trips; Educational Conferences warranting teacher attendance.

8.3 Work Year.

A. The teacher attendance calendar shall consist of not more than two hundred five (205) days.

B. With the exception of 1st year teachers, a teacher will work no less than 195 student days and not more than 205 teacher days. First year teachers may have additional professional development days added when deemed necessary by the Head of Schools.

C. The first student day will not be earlier than the Monday before the Labor Day holiday. Teachers will be required to report to work five (5) days before the first student attendance day. All teachers will work one (1) day after the last student attendance day.

D. The final student day of each year may be no later than June 30.

ARTICLE IX GRIEVANCE PROCEDURE

9.1 Definition

A. A grievance is a claim by a member of the bargaining unit or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

B. Teacher shall include any individual or group of individuals covered under the terms of this Contract.

C. Day shall be defined as a day when school is in session.

D. Representative shall mean the person selected by the Association to represent the aggrieved teacher(s).

9.2 Step 1 - Informal Level

The aggrieved teacher will present the claim directly to the principal within ten (10) days of the occurrence of an alleged grievance. The presentation shall be made in writing. The aggrieved teacher and the principal shall attempt to resolve the matter informally. If the grievance is denied or is not resolved within fourteen (14) days of this meeting, it shall be deemed denied.

9.3 Step II - Formal Written Grievance

If the aggrieved teacher is not satisfied with the disposition of the grievance at Step I, the aggrieved teacher shall appeal the grievance, in writing, to the Head of Schools within fourteen (14) days of the denial of the Principal. The Head of Schools or his/her designee shall conduct a hearing with the aggrieved teacher within seven (7) days after receipt of the grievance. The Head of Schools or his/her designee shall render a decision in writing to the teacher within ten (10) days after the conclusion of the hearing.

9.4 Step III — Board of Trustees

If the aggrieved teacher is not satisfied with the disposition of the grievance at Step II, the aggrieved teacher shall appeal the grievance, in writing, to the Board of Trustees of the South Buffalo Charter School within fourteen (14) days of the denial of the Head of Schools. The Board and/or their designee shall conduct a hearing with the aggrieved teacher within seven (7) days after receipt of the grievance. The Board and/or their designee shall render a decision in writing to the teacher within ten (10) days after the conclusion of the hearing.

9.5 Step IV - Arbitration

A. If the aggrieved teacher and the Association are both dissatisfied with the answer at Step III, and wish to proceed further, they shall notify the Head of Schools in writing within ten (10) days after receipt of the answer. Suspensions and Terminations are subject to the Arbitration step of the grievance procedure. All other disciplinary action will not be subject to Step IV of the grievance procedure. However, any and all disciplinary actions preceding suspension and/or termination are reviewable before an Arbitrator

B. To appeal a grievance to arbitration, the Association shall send a Demand for Arbitration to the Public Employment Relations Board (PERB) which identifies the grievance by name of the aggrieved teacher and requests PERB to send each party a list of twenty (20) names of arbitrators. Not later than the tenth (10th) day after it receives the list, each party shall return the list to PERB with all names thereon which are unacceptable to it crossed off and the remaining names numbered to show the party's preference.

C. The arbitration shall be conducted in accordance with the rules of PERB to the extent that such rules do not conflict with the provisions of this contract.

D. The decision of the arbitrator shall be binding on both parties to the dispute and his/her decision shall be final. The fees and expenses of the arbitrator shall be divided equally between the School and the Association.

E. The purpose of the foregoing grievance procedure is to settle amicably, equitably, informally and as promptly as possible all grievance claims arising under the contract, as defined in subparagraph A above.

F. Any "time" limitations provided in this grievance procedure at any stage may be modified and extended in writing by the mutual consent of the parties. However, without such written modification or extension, if the time limitations are exceeded, it is presumed that the grievance is settled and waived and it cannot be renewed or revived.

ARTICLE X SALARIES

10.1 **Base Salary Increases** for all bargaining unit members will be effective on July 1, 2008.

10.2 During the 2008-2009 school year, each teacher on the payroll as of June 30, 2008 shall receive a raise of seven percent (7%) over his/her 2007-08 base salary.

10.3 During the 2009-2010 school year, each teacher on the payroll as of June 30, 2009 shall receive a raise of four percent (4%) over his/her 2008-09 base salary.

10.4 During the 2010-2011 school year, each teacher on the payroll as of June 30, 2010 shall receive a raise of four percent (4%) over his/her 2009-10 base salary.

10.5 Each teacher shall be eligible for up to a three percent (3%) performance-based addition to their base salary in 2009-2010, 2010-2011. This performance-based increase will be determined annually by the following rubric. Each teacher will receive their performance based addition on July 1st of each year.

Annual Performance Pay Rubric – TBA

10.6 The Association and Head of Schools must have an agreement on the performance rubric by December 20, 2008, or the annual increase for the 2009-2010 school year will be a flat six percent (6%) on the base salary.

10.7 The Association and Head of Schools must have an agreement on the performance rubric by December 20, 2009, or the annual increase for the 2010-2011 school year will be a flat six percent (6%) on the base salary.

10.8 **Master's Degree.** Teachers who acquire a master degree shall receive one time additional of three thousand dollars (\$3,000) added to their base salary.

10.9 **Stipends.** An employee who accepts any of the following positions shall receive the stipend listed, in addition to their teaching salary.

Basketball Coaches (2@1650) - Girls \$ 3300
Basketball Coaches (2@1650) - Boys \$ 3,300
Track Coach (2@ \$1250) \$ 2,500
Baseball Coach (2@1650) \$ 3,300
Math Coordinator \$ - \$ 3,000
Department Heads (4 @\$1000) \$ 4,000
Recycling- \$800
Advisor - Yearbook \$ 800
Advisor - Newspaper \$ 800
Advisor - Musical/Music Director \$ 800
School Store \$ 800
Advisor - \$ 800
Advisor - Musical/Dramatic Director \$ 800
Advisor - Musical/Choreographer \$ 800
Student Council \$ 800
Debate Club \$ 800
Writer' Club \$ 800
Math Club \$ 800
Advisor - Talent Show (2@\$575) \$1150

Any additional Club \$800

ARTICLE XI HEALTH INSURANCE

11.1 **Medical Insurance Plan.** South Buffalo Charter School will offer a medical insurance plan for all bargaining unit members. Unit members choosing not to participate in the medical insurance program will receive additional compensation of \$500 and will be required to sign an Insurance Wavier Form.

A. **Single Coverage:** South Buffalo Charter School shall pay the full monthly premium for single coverage for so long as the monthly premium does not exceed \$500. Once the monthly premium exceeds \$500, South Buffalo Charter School will pay the \$500 and ½ of the additional monthly premium.

B. **Family Coverage:** South Buffalo Charter School shall pay a monthly premium for family coverage equal to the amount of the monthly premium payable for single coverage (as calculated above), together with ½ of the remaining monthly premium for family coverage.

C. South Buffalo Charter School agrees that it will consult with the Association about changes to the insurance product offered to its members. South Buffalo Charter School and the Association recognize that there may be changes to the insurance policies in effect as a result of the modifications by an insurance company. South Buffalo Charter School shall not be responsible for changes in the health insurance products offered by any insurance company, including but not limited to any changes in co-pays, deductibles and specific coverage. No grievance shall be instituted over a change of coverage by an insurance carrier.

11.2 **Dental Insurance**

A. **Coverage.** Bargaining unit members shall have the choice to enroll in the South Buffalo Charter School Dental plan offered.

B. **Board Contribution.** South Buffalo Charter School will pay 60% of the premium for single coverage. If a member chooses to add any dependents to the plan, South Buffalo Charter School will pay 40% of the additional premium.

11.3 **COBRA**

Employees and covered dependents will have the opportunity to continue medical and dental benefits, at their own expense, for a period of up to 36 months under the provisions of the Federal Consolidated Omnibus Reconciliation Act (COBRA) when group medical and/or dental coverage for the employee and covered dependents would otherwise end because Employees employment terminates, for a reason other than gross misconduct.

11.4 **SECTION 125 PLAN**

A. South Buffalo Charter School offers a pre-tax benefits contribution option for all bargaining unit members. This benefit is known as a Section 125 plan.

B. A Section 125 plan is a benefit plan that allows you to make contributions toward unreimbursed medical expenses and childcare costs on a pre-tax, rather than an after-tax basis. This means your qualified expenses are deducted from your gross pay before income taxes and Social Security are calculated.

C. Any unused amounts from the prior plan year that are not used to reimburse expenses by the end of the grace period remain subject to the "use it or lose it" rule and must be forfeited.

ARTICLE XII
LIFE, AD&D, & DISABILITY INSURANCE

12.1 LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D): South Buffalo Charter School will provide this benefit at no cost for all bargaining unit members. Part-time employees are ineligible for Life and Accidental Death and Dismemberment benefits.

The employee death benefit is equivalent to 100% of their annual salary to a maximum of \$60,000, if the employee meets the eligibility requirements. AD&D benefits are equal to the employee's life insurance benefits.

As per IRS mandate, South Buffalo Charter School must include the premium cost of insurance over \$50,000 on the employees W-2.

12.2 SHORT TERM DISABILITY (STD): South Buffalo Charter School will maintain New York State disability Insurance for all bargaining unit members.

12.3 LONG TERM DISABILITY (LTD): South Buffalo Charter School will provide this benefit at no cost to all bargaining unit members.

ARTICLE XIII
RETIREMENT

13.1 403B Retirement Plan. A program of tax sheltered annuities under Section 403(b) of the Internal Revenue Code is available for all employees.

13.2 New York Teachers' Retirement System. All members of the bargaining unit shall be enrolled in the New York State Teachers' Retirement System.

ARTICLE XIV
TRAVEL/EXPENSE ACCOUNTS

14.1 South Buffalo Charter School will reimburse employees for reasonable expenses incurred through business travel that has been pre-approved by the Director or his designee. Business expense reimbursements require receipts and completion of the proper forms.

The following business expenses will be reimbursed:

- Automobile Expense (Head of Schools will provide this information based on the maximum allowable rate under current IRS rules).

- Lodging, not to exceed \$65.00 per night, or market rate.
- Tolls and parking.
- Per Diem expenses for overnight trips will be no more than \$34.00 per day, unless pre-approved by the Head of Schools.

ARTICLE XV **JOB POSTINGS**

15.1 Open/Vacant positions will be posted via e-mail, on official bulletin boards at the school, and the school website. When an opening/vacancy occurs, and job specifications have been identified, the open position will be posted. Employees of South Buffalo Charter School will be considered first for any opening/vacancy at South Buffalo Charter School. If there are no internal applicants for an open position, or none suitable to fill the opening, an outside search will be conducted.

15.2 Employees interested in open/vacant positions at South Buffalo Charter School are encouraged to let the Head of Schools know in writing as soon as possible. Employees do not need to wait until an opening/vacancy occurs to notify the Head of Schools of their intention to move to another job at South Buffalo Charter School.

15.3 During the summer recess, the Association President and all employees that have notified the Head of Schools of their interest to fill an opening/vacancy, will be notified via e-mail or phone of any opening/vacancy occurring during the recess.

15.4 The Head of Schools may fill any opening/vacancy with the candidate of their choice.

ARTICLE XVI **TUITION REIMBURSEMENT**

16.1 Tuition Reimbursement Policy and Procedures.

As a recruitment and retention incentive to attract and retain highly qualified employees, South Buffalo Charter School will grant tuition reimbursement to employees, subject to availability of funds, for tuition charges from an accredited institution recognized by the New York State Department of Education offering undergraduate or graduate courses pertinent to the employee's field of service to South Buffalo Charter School.

16.2 Service Agreement

A teacher utilizing this benefit must remain in the employ of South Buffalo Charter School for a full year following the completion of the course. If the teacher voluntarily leaves employment during that year, they will be required to reimburse South Buffalo Charter School.

16.3 Limitations

- A. Undergraduate tuition reimbursement shall not exceed \$181 per credit hour with a maximum of 6 credit hours per year.
- B. Graduate tuition reimbursement shall not exceed \$288 per credit hour with a maximum of 6 credit hours per year.

16.4 To receive reimbursement, teacher must:

- A. Be a full-time employee and have completed at least six months of continuous full-time service to South Buffalo Charter School.
- B. File a Request for Course Approval for Tuition Reimbursement by the established deadline date.
- C. Forward an official transcript bearing an undergraduate course with grade of "C" or better or graduate course with a grade of "B" or better upon satisfactory completion of requested and approved course work by the established deadline date.
- D. Forward tuition payment statement to the Business Office upon satisfactory completion of requested and approved course work within the required deadlines.
- E. Be in active service at the time of request and time of reimbursement. Failure to meet submission deadlines will result in denial of Tuition Reimbursement. Forms may be obtained from the Business Office.
- F. Tuition payments by the Board shall be taxed as required by federal and state laws. Employees are responsible for ensuring that the request form, official transcript and tuition payment statements are received in the Business Office on or before the designated deadline dates.

16.5 Below is a summary of tuition repayment rules.

- A. **Deadline for submitting the application**
Deadline for submitting the transcripts and proof of payment

October 1 st - Fall Semester	February 1 st - Fall Semester
February 1 st - Spring Semester	July 1 st - Spring Semester
July 1 st - Summer Semester	October 1 st - Summer Semester
- B. South Buffalo Charter School will reimburse the employee in the first paycheck possible following completion of courses.

C. The funds provided to eligible employees under this benefit are available only for the reimbursement of tuition costs. The tuition reimbursement for eligible employees include the cost of tuition for courses taken by employees up to six (6) credit hours per academic year in an educational field or related educational area. Temporary and per diem substitute teachers are ineligible for tuition benefits. Employees are responsible for paying institutional, registration and application fees, textbooks, supplies, and other costs and fees not associated with tuition.

ARTICLE XVII

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

17.1 The purpose of the Annual Professional Performance Review (APPR) shall be for the improvement of the teacher and to improve instruction. Teacher Improvement is the goal of both the Association and the Board of Trustees.

17.2 All teachers that have not completed two years of service at South Buffalo Charter School will be evaluated formally at least twice a year. All teachers that have completed two years of service at South Buffalo Charter School will be evaluated formally at least once a year. Any teacher that receives a sub standard review will be subject to at least one extra formal review in that year.

17.3 All teachers will be given 5 days notice of any formal performance review. All teachers will be told what is expected of them in the review.

17.4 The review will take place for one full class period.

17.5 The reviewer/administrator will use the evaluation form provided to the Association upon request.

17.6 Within 5 days after the review, the reviewer will hold a post review meeting with the teacher to discuss the draft of the review. This meeting will be a development opportunity for the teacher. The teacher will be given a copy of the final review within 5 days after this meeting.

17.7 The teacher may include a response to the evaluation to be kept in their personnel file along with the evaluation.

17.8 Teachers may request a follow up review within the same year.

17.9 Teachers that have completed 2 years of service at South Buffalo Charter School, if not satisfied with their review, will be able to appeal their annual review and receive a second review by an alternate administrator.

17.10 Teachers may be subject to informal reviews at any time.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT

18.1 South Buffalo Charter School is committed to providing continuous professional growth for its employees. To support this, South Buffalo Charter School will set aside yearly professional development funds to assist employees in updating their knowledge and skills in ways that are consistent with the objectives and anticipated needs of the school. Funding will be available subject to South Buffalo Charter School's annual budget. The Head of School will meet with the Association periodically as needed, to develop, plan, organize, and evaluate ongoing staff development.

ARTICLE XIX PERSONAL LEAVE

19.1 Personal Time Off:

A. July 1st of each school year all bargaining unit members will receive their annual allotment of Personal Time Off (PTO) days. Employees can carry remaining PTO days into the next school year. However, the total balance of the PTO days cannot exceed a maximum of twenty (20) days carried over.

B. Regular 10 month employees are eligible for a maximum of ten (10) PTO days. Regular 12 month employees are eligible for a maximum of twelve (12) PTO days. Part-time employees are not eligible for PTO days. All PTO day requests must be approved in writing from the Director at least two days prior to the requested leave date. PTO requests are subject to schedule availability and are not automatically approved. Up to 7% of the bargaining unit can take PTO day on the same day, with a 3 teacher maximum on any day before or after a holiday. PTO days for bargaining unit members that commence employment after the beginning of the school year will be pro-rated.

C. PTO day requests will be honored in the order in which they are received commencing with the first teacher attendance day of each school year. A written request for PTO shall be submitted to the Director on the proper form for approval. In case of emergency such request and approval of request may be oral but the approval shall be confirmed on

the proper form immediately upon return to work. In the event of a tie, the most senior employee will be granted the PTO day.

D. Employees will be limited to one PTO day off in conjunction with a holiday, each school year, until every other bargaining unit member has had an opportunity to take a PTO day in conjunction with a holiday. The Director will keep the calendar.

19.2 PTO Days Buyback: Bargaining unit members will be given the opportunity two times per school year to exchange PTO carry over for financial compensation at the current substitute rate.

19.3 Cash Out Dates:

December--Staff may complete a written request for cashing in a maximum of 5 days on December 1st for December 15th payday.

June--Staff may complete a written request for cashing in a maximum of 10 days on June 1st for June 15th payday. If 5 days were taken in December, staff member may only cash in a maximum of 5 days in June. When using this benefit, staff must have a minimum of 5 days in PTO balance. Unused PTO days will be forfeited upon termination. Employees who separate from service for other than termination, shall be compensated for all unused PTO days.

ARTICLE XX
ABSENCE

20.1 If an employee is absent, the Head of Schools, or his/her designee, must be notified by phone no later than 6 a.m. For teaching staff, the Assistant Director will arrange for a Substitute Teacher to cover classes and responsibilities for the time length of the absence. It is the teacher's responsibility to have appropriate lesson plans done, as well as provide any relevant information for the substitutes (i.e., schedules, duties, etc.).

20.2 Employees must call in each day of the absence. Employees who are absent for more than three (3) consecutive school days will be required to submit a doctor's note, approving your return to work, to the Head of Schools. Failure to call in when an employee is sick or unable to report to work for 3 or more consecutive days will be considered leave without pay.

ARTICLE XXI
NON-CHARGEABLE SICK DAY POLICY

21.1 Employees of South Buffalo Charter School who contract school related illnesses (Scabies, Measles, Fifth Disease, etc.) will be granted paid time off without charge to their PTO days. South Buffalo Charter School may subject the employee to a medical evaluation by a doctor designated by the administration at no cost to the employee or with the employee's primary doctor for a determination of length of time of non-chargeable leave.

ARTICLE XXII
HOLIDAYS

22.1 Holidays.

Our organization normally observes the following School calendar holidays:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Day After Thanksgiving
- Christmas

22.2 Full-time 12-month employees are eligible for paid holidays immediately upon hire. Part-time employees are not eligible for paid holidays.

22.3 Compensation for each holiday will be made at the equivalent to a typical 8-hour workday for full-time, non-exempt staff. Full-time employees will be paid for the holiday only if the holiday falls on their regularly scheduled work day.

ARTICLE XXIII
VACATION

23.1 Twelve-month employees will be granted twelve (12) vacation days per year. These days will be accrued at a rate of one (1) day per month. Part-time employees are not eligible for vacation days.

23.2 An employee must be employed six months before requesting vacation time. Employees must request vacation time in writing two weeks in advance of the requested time. Vacation time will be approved based on availability of coverage for the employee's position during that time period and the needs of the school.

23.3 All vacation must be approved by the Head of Schools prior to the time requested. Vacation time for instructional employees should not be taken while school is in session.

23.4 Compensation for each sick/personal day used will be made at the equivalent to a typical 8-hour workday for full-time, non-exempt staff. Vacation time may be accrued up to a maximum of twenty (20) days at any one time. Unused vacation time will be paid out at full value in the event of termination of employment.

ARTICLE XXIV **BEREAVEMENT**

24.1 Full-time employees will receive (3) paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, grandchildren, grandparents and parents-in-law.

24.2 Full-time employees may take one (1) paid day to attend the funeral of aunts, uncles, nieces, nephews, sister-in-laws, brother-in-laws and first cousins.

24.3 Requests for bereavement leave should be made to the Head of Schools as soon as possible. South Buffalo Charter School reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

ARTICLE XXV **FEDERAL FAMILY AND MEDICAL LEAVE ACT OF 1993**

25.1 Unpaid leaves of absence shall be granted to eligible employees under the Family and Medical Leave Act (FMLA). All leave and benefit provisions of this agreement or under state law will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied if the contractual leave and benefits provide less than the FMLA. In contrast to other unpaid leaves of absence, as required by the FMLA, South Buffalo Charter School shall continue to provide health insurance coverage to employees absent on FMLA

leave, provided that they continue to pay their portion of the insurance premiums in conformity with Department of Labor regulations.

ARTICLE XXVI
MILITARY LEAVE

Employees will be granted military leave as required by law

ARTICLE XXVII
JURY DUTY

27.1 Full-time employees summoned for jury duty are paid the difference between their normal rate of pay and the jury duty pay for up to ten days in a school year. Thereafter, full-time employees are granted an unpaid leave in order to continue to serve on the jury.

27.2 Employees must advise the Head of Schools as soon as a jury summons is received. The employee must provide the Head of Schools with a copy of the summons along with documentation which validates that jury duty was served.

ARTICLE XXVIII
WITNESS LEAVE

Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding will be given the necessary time off. This excused time off will be unpaid unless the employee chooses to use leave days. South Buffalo Charter School will not discriminate against any employee who is requested to serve as a witness.

ARTICLE XXIX
LEAVE WITHOUT PAY

29.1 **Leaves Without Pay.** Up to a full year leave without pay will be granted to teachers under the following conditions:

- A. Applicants must have three or more years of continuous service at the school.
- B. The duration of the leave shall not count in computing service increments.
- C. The teacher, upon return from leave, will be entitled to a position in the school commensurate with certification.

29.2 **Return From Leave Without Pay.** The teacher will give notice to the board in writing of intent to return to work. The teacher will return at the beginning of the next semester unless otherwise approved by the Head of Schools.

ARTICLE XXX
DURATION

This Agreement shall become effective the 1st day of July, 2008 and shall continue in effect through the 30th day of June, 2011. The expiration date may be extended in writing, by mutual agreement of the parties.

SUBSCRIPTION

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement.

**FOR THE SOUTH BUFFALO
CHARTER SCHOOL:**

**FOR THE SOUTH BUFFALO
CHARTER SCHOOL
INSTRUCTIONAL STAFF
ASSOCIATION:**



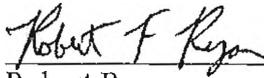
James Neimeier
School Board President

11/3/08
Date



Edwin Bradley
President

10/24/08
Date



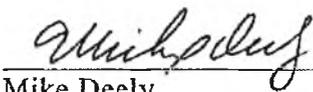
Robert Ryan
Negotiations Team Member

10/24/08
Date



Susan Curran
Negotiations Team Member

10/24/08
Date



Mike Deely
NYSUT Labor Relations Specialist

10/17/08
Date