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**AGREEMENT
BETWEEN THE
FREWSBURG CENTRAL SCHOOL
SUPERINTENDENT OF SCHOOLS**

**AND THE
FREWSBURG FACULTY ASSOCIATION
UNIFIED WITH THE
NEW YORK STATE UNITED TEACHERS**

Effective Dates: July 1, 2011 to June 30, 2015

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PREAMBLE

This Agreement entered into this 1st day of July, 2011, by and between the Board of Education of the Frewsburg Central School District, hereinafter called the "Board" and the Frewsburg Faculty Association, hereinafter called the "Association."

The Board of Education and the Frewsburg Faculty Association recognize and declare that providing a quality education for the children of the Frewsburg Central School District is their mutual aim, with the purpose of this agreement being to assist in achieving that aim, and that the character of such education is affected by the quality and morale of the teaching service.

The Board of Education, under law, has the final responsibility for establishing policies for the school district.

The Superintendent and his administrative staff have the responsibility for carrying out the policies established.

The members of the teaching profession are particularly qualified to provide the best educational experience for all of the children in their contact with them, this being their primary function and responsibility; and further to advise in formulating policies within the sphere of their specialties relative to the improvement of the educational program in the Frewsburg Central School District.

The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act and later amendments) to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment.

The parties have reached certain other understandings which they desire to confirm in this agreement, as follows:

Gender Use: Whenever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the use of the masculine gender.

ARTICLE I—RECOGNITION

The Frewsburg Central School Board of Education having determined that the Frewsburg Faculty Association (FFA) is supported by a majority of the teachers in a unit composed of all professional, certificated personnel (except certified administrative personnel employed by the District for administrative purposes including the supervision of professional staff) hereby recognizes the Frewsburg Faculty Association as the exclusive negotiating agent for the teachers in such unit.

The Board of Education agrees not to negotiate with any other teacher organization other than the Association for the duration of this agreement.

The Board of Education agrees that all official contact, notification to, or consultation with the Association be accomplished through the President of the Association.

ARTICLE II—ASSOCIATION RIGHTS

- A. Right to Assemble.** The Board hereby agrees that every teacher employed by the Board shall have the right freely to join and support the FFA for the purpose of engaging in collective negotiations and other lawful activities. The Board further agrees that it will treat all teachers equally with respect to the terms of this agreement regardless of membership in the FFA, his/her participation in any activities of the FFA or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.
- B. Use of Facilities.**
- 1. Use of Buildings.** The Association shall have the right to use school buildings for professional meetings during the times when the building is manned by the custodial staff, provided that if the use of said school buildings results in any expense to the Board for utilities, custodial services, or any service, the Association shall reimburse the Board.
 - 2. Bulletin Boards.** Reasonable use of the school bulletin boards may be made by the Association for FFA business.
 - 3. District Operated Duplication Equipment.** Duplication equipment operated by approved office personnel shall be made available to the Association for necessary business at a reasonable charge by the Board.
 - 4. Billing for District Printing.** The Association agrees to pay at school cost for all materials and labor used for its purpose. Requisitions for such material and labor shall be identified as it is brought in to be done. Itemized billing shall be on a quarterly basis following the schedule of the school fiscal year (October 1, January 1, April 1, and June 30).
- C. Association Release Time.** The Board agrees that the Association President shall be provided one (1) period per day, in addition to his/her normal preparation time, to carry out the customary and necessary business of the Association

- D. **Access to District Financial Records.** The Board agrees to make available upon request of the duly designated Association representative any information concerning the financial resources of the District, tentative budgetary requirements, allocations, and considered allocations to the extent known at the time.
- E. **Board Meetings, Agendas, and Minutes.** The Board of Education meetings are open to the public but said Board may hold executive sessions. The Board welcomes the attendance of Association representatives at any official Board meetings. The Association representatives upon proper recognition by the Board Chairman may comment and make contributions during the open discussion of any item on the agenda. Three (3) copies of the official agenda for each Board meeting, and any attached documents, will be given to the Association President as soon as possible before a Board meeting. A copy of the minutes of each official Board meeting will be given to the Faculty Association President after they have been approved and prepared by the District Clerk.

ARTICLE III—NEGOTIATION PROCEDURE

- A. **Initiation of Collective Bargaining.** On or about November 1 and no later than February 1 of each year that this agreement expires, the Board agrees to negotiate in accordance with the procedures set forth herein in a good-faith effort to reach agreement in all matters concerning teachers' salary, compensation, insurance benefits, and other conditions of employment. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
- B. **Utilization of Non-District Negotiators.** During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. As of the time it is made available to the Board, the Board will provide the Association with a complete tentative line budget for the next fiscal year upon request. The Board will make available upon request to the Association for inspection any public fiscal records related to the budget or preparation thereof. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations if 48-hour notification has been given the opposing team. When the intention to utilize outside assistance is announced by one party, the other party may reply with its intentions to utilize outside assistance by 24 hours prior to the scheduled time of meeting.
- C. **Authority to Negotiate.** While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. Mutual agreements to any proposal signed during any bargaining session shall be considered tentative until all proposals have been considered, disposed of, or agreed upon. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Frewsburg Faculty Association.

ARTICLE IV—TEACHER FACILITIES

- A. **Lavatory Facilities, Faculty Lounge, Faculty Workroom.** The Board shall make available in each school, rest room, and lavatory facilities exclusively for teacher use during school hours; one room appropriately furnished to be reserved for use as a faculty lounge and at least one faculty work room-lunch room containing adequate equipment and supplies.
- B. **Individual Teacher Equipment.** Each teacher shall be supplied with a desk, chair, filing cabinet, and computer for his/her individual use within the school setting.
- C. **Secretarial Services.** Secretarial service and office machines in the school buildings shall be available to teachers for school purposes in accordance with present practices.
- D. **Vending Machines.** The Association with Board approval may arrange for the installation of vending machines for staff use only. The installation, operation, control, and maintenance of the machines shall be the responsibility of the teachers in that building. All proceeds from these machines shall be used in such manner as the teachers of that building shall determine.

ARTICLE V—TEXTBOOKS AND SUPPLIES

- A. **Textbooks for Student Use.** The Board will make every effort to provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use at the teacher's discretion.
- B. **Selection of Text/Reference Books.** The recommendation for selection of textbooks will remain a joint responsibility of appropriate administrators and faculty members. Before a change in textbooks, reference texts, or workbooks, the Elementary Principal will discuss the change or selection with the appropriate grade-level teachers in the elementary school. Before a change in textbooks and/or reference text is made in the secondary school, the High School Principal will discuss the change with the teachers in the appropriate department.
- C. **Budget and Requisition Process.** Within the framework of the approved budget, the Board will make every effort to provide sufficient textbooks, teaching equipment, and supplies as needed in the school district on the opening of school in September. Requisitions for supplies and equipment shall be made on forms and in the manner described by the District and according to the time schedule established by the administration. Mailing will be made as soon as possible after the budget is approved and the definite number of texts has been determined. Requisitions shall include exact address of supplier of books, supplies, and equipment, up-to-date estimated prices of books and equipment, and accurate description of all items. All requisitions should be made in duplicate with the teacher retaining the duplicate copy.

ARTICLE VI—TEACHER SCHEDULES

- A. **Tentative Schedules/Programs/Buildings.** Following a conference with the immediate principal, all teachers will be given in writing their tentative programs and schedules for the ensuing school year including the schools to which they will be assigned as follows:
 - 1. In the event that the teacher is being considered for assignment outside their area of certification and or tenure, such notice will be no later than June 1.
 - 2. In all other situations individuals will receive their notice no later than June 1.
- B. **Incidental Teaching Limit.** In order to assure that students are taught by teachers working within their areas of competence, no teacher shall be assigned more than one class period a day outside the scope of his/her teaching certificate(s).
- C. **Travel Time between Buildings.** In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as specified in Paragraph A above. A maximum of twenty (20) minutes each way shall be allotted for travel time for teachers who are assigned teaching duties in both buildings.
- D. **Non-Discrimination.** Teacher assignments and transfers shall be made without regard to age, race, creed, color, religion, national origin, sex, or marital status.

ARTICLE VII—TEACHING HOURS AND TEACHING LOAD

- A. **Faculty Work Day.** Secondary teachers shall be in their designated teaching areas ten (10) minutes prior to the tardy bell in the morning. Elementary teachers shall be in their designated teaching areas twenty-five (25) minutes prior to the beginning of school. This also includes all special teachers. For all instructional staff the working day shall not exceed seven (7) hours. The Guidance Office shall be open for faculty access at 7 a.m.
- B. **Early Faculty Release Procedure.** Any teacher must make arrangements with his/her building principal in order to leave earlier than in B above.
- C. **Faculty Work Year.** The work year of teachers covered by the classroom teacher's salary schedule (other than new personnel who may be required to attend additional orientation sessions) shall be no more than one hundred eighty-seven (187) days within the framework of the county calendar. These one hundred eighty-seven (187) working days include conference and orientation days. The holidays include: Columbus Day, Veterans Day, the day before Thanksgiving, Thanksgiving Day, Christmas, New Year's, Presidents' Day and Memorial Day. Teachers shall be paid 1/200 of their current total salary as additional compensation for each day or part thereof they are required to work above one hundred eighty-seven (187) days in any school year, including orientation sessions. The work year includes all days when teachers are required to be in attendance including conference and orientation days.

- D. Staff Meetings, Notice of Meetings, Agendas for Meetings.** Teachers may be required to attend the following staff meetings:
1. Two (2) meetings each month--a staff meeting called by the Administration.
 2. Necessary elementary grade level meetings.
 3. Special groups as authorized by the Superintendent.
 4. Adequate prior notice of one (1) week shall be given of all such meetings. If less than a week's notice is provided, teachers may be excused from attendance after consultation with the building administrator.
 5. An agenda will be provided prior to the regularly scheduled staff meetings. A regularly scheduled meeting is one with one (1) weeks' notice.
 6. In the event of an emergency situation, the requirement for one (1) weeks' notice of said meeting is waived. For the purpose of this section an emergency will be defined as a situation affecting the health, safety, and welfare of the school population.
- E. Evening Meetings.** Teachers will not be required to attend more than three (3) evening meetings each year for open house and/or parent visitation. In the interest of good public relations within the community it is advisable for faculty members to attend public parent-teacher meetings.
- F. Optional Meetings.** Attendance at any other meetings shall be at the option of the individual teacher.
- G. Duty-free Lunch.** The elementary and secondary teachers shall have a thirty (30) minute duty-free lunch period. Teachers are free to leave the building during their duty-free lunch period, but shall leave notice with the principal's secretary.
- H. Elementary Preparation Time.** Elementary school teachers will have at least one thirty-five (35) minute, duty-free preparation period each day Elementary school teachers will have a minimum equivalent of 205 minutes of planning time per week. Any special teacher who teaches at both levels (7-12 and elementary) shall be granted at least one preparation period each day.
- I. Secondary Teaching Assignments.** The number of daily periods of classroom instruction in the secondary school should not exceed five (5). If more than six (6) teaching periods a day are proposed, it must be agreed upon by the Association and the Superintendent. The Association President will receive a summary of the tentative program of academic subjects for the secondary teachers by June 15th. This assumes one (1) duty-free-period per day and other duty assignments as necessary. All 7-12 teachers will have a minimum of 200 minutes of planning time per week, with a minimum of forty (40) minutes per day.
- J. Substitution for Absent Teacher.** No teacher shall be required to teach or supervise a class (or classes) of a teacher who is absent, except in case of emergency.
- K. Assignment to More Than Two (2) Subject Areas.** Secondary school teachers shall not be required to teach more than two (2) subject matter areas, i.e., English - Social Studies; Math - Foreign Language; Math - Science; except by mutual agreement of teacher and administrator.

- L. Procedure for Leaving Building During Unassigned Times.** Teachers may be permitted to leave the building during unassigned periods. Any member of the bargaining unit who leaves the building during the faculty work day must sign out before leaving and sign in immediately after returning to the building. The District will designate where the sign in and sign out is located.
- M. Academic Subject Teacher-Student Limits.** No academic subject area teacher shall be assigned the class responsibility, regardless of the size of his classes, for more than one hundred twenty-five (125) students unless waived by mutual agreement of the Association and the Administration.
- N. Half (1/2) Day Scheduling of Parent-Teacher Conferences, Staff Development, Staff Conferences, Quarterly Grading.** The District shall schedule three (3) half (1/2) days per academic year when elementary students will not be in attendance. These days shall be used for parent-teacher conferences, staff development, staff conferences, and/or quarterly grading. The Association members of the teacher liaison committee shall meet each year to mutually decide and agree upon the three (3) half (1/2) days per academic year as well as the schedule and content.
- O. New Department Organization.** The Board of Education may organize departments and appoint department chairmen at a time when the Administration and the Association by mutual agreement recommend in writing to the Board through the Chief School Officer that the size of the secondary school and/or the education needs require. The Board shall notify the Association Secretary in writing within sixty (60) days after receipt of such mutual recommendation as to whether the recommendation will be implemented or rejected.
- P. Salary Agreements.** New teachers should receive a written statement of their grade or subject to be taught as well as can be determined upon appointment to their positions. Veteran teachers shall receive in writing with their salary notice statements, their tentative programs for the ensuing school year, including the schools to which they have been assigned, the grades and/or subjects they will have, and any assignments or duties in addition to their regular teaching load. Salary agreements should be returned within two (2) weeks.
- Q. Elementary Half (1/2) Days at End of School Year.** On each of no more than the last two (2) days of student attendance, elementary teachers will be provided with a half (1/2) day free of supervisory and instructional duties in order to hold parent-teacher conferences deemed necessary by the teacher and the principal and to complete the necessary records and diverse tasks associated with the termination of the school year, provided the District has satisfied and provided the minimum number of instructional days required to secure full State aid, which number is currently one hundred eighty (180) days.
- R. Cafeteria Assignments—Rotated.** Cafeteria assignments will be rotated. Teachers shall not be assigned supervision of more than two (2) lunch periods unless supervision of additional lunch periods is specifically requested in preference to an alternative duty assignment. No teacher shall be assigned cafeteria duty more than two (2) quarters per year.
- S. School Nurse—Duty-free Time.** The school nurse will be provided with a twenty (20) minute period in the morning and a twenty (20) minute period in the afternoon, in addition to the normal lunch period, which will be duty free except in case of an emergency.

- T. **Lesson Plans.** Teachers will submit written lesson plans to their building principal no later than thirty (30) minutes before the beginning of the school day on the Monday of the week for which they are written.

ARTICLE VIII—CLASS SIZE

- A. **Reasonable Effort.** Every reasonable effort will continue to be made to limit class size to a level consistent with quality education and the practical financial conditions.
- B. **Elementary Deviations.** Significant deviations from currently prevailing practice relative to class size for more than one (1) year may be agreed upon by the Association, the elementary teachers and the Elementary Principal at the elementary level.

ARTICLE IX—NON-TEACHING DUTIES

- A. **Supervisory Assignments.** The Board and the Association acknowledge that a teacher's primary responsibility is to teach. Supervisory assignments such as hall duty, cafeteria duty, study hall duty, noon hour recreation supervision and bus duty supervision shall be equitably assigned in each building. Every effort will be made to insure that the collection of money and performance of custodial tasks are not assigned to members of the professional staff.
- B. **Teacher Aides.** Teacher aides shall work only under the supervision of a classroom teacher. Teachers that have the support assistance of a teacher aide will, upon the request of an evaluating administrator, provide input information to the administrator regarding the aide's performance.
- C. **Structured Study Halls/Guided Study Halls.** The Association and the District are in agreement that structured study halls and/or guided study halls will not be counted as direct classroom instructional periods. Since these study halls involve non-direct instruction, the assignment of work and communication of the assignment is the responsibility of the regular classroom teacher. Study hall teachers are to make every attempt to supervise and encourage students to complete assigned work. These assignments will be returned to the regular classroom teacher by the structured or guided study hall teacher.

ARTICLE X—SPECIALISTS

- A. **Specialists and Time Required.** Certified specialist(s) will be employed by the District to teach in the areas of art, library, music, physical education, technology, computers, and family and consumer sciences. The District warrants that it will take no action to reduce any of the aforementioned positions, except by attrition, during the life of this agreement.
- B. **Coverage of Specialist Classes Due to Absence.** In the instance of a “specialist” teacher being absent, the classes that would have been covered by that person will be covered by the District. Should the District not be able to hire a substitute, volunteers may be sought from among the certified teaching staff.

- C. **Transfer-Set-up in Elementary.** Specialists in the elementary school shall be allowed a minimum of five (5) minutes for transfer, set-up, or preparation time between classes.
- D. **Art Teacher, Lab Science Teacher, and Special Education Teacher Preparation.** Art and lab science teachers with two (2), or more, labs shall have one (1) duty-free preparation period and one (1) unscheduled period during which these areas will be open for student assistance conferences at the teacher's discretion.

Special Education Teachers Elementary School: Elementary school (K-6) special education teachers will have a minimum equivalent of 235 minutes of duty free time per week, with a minimum of 35 minutes per day.

Special Education Teachers Middle / High School: Middle / High School special education teachers in grades 7-12 shall have the equivalent of five (5) planning periods per week, with a minimum of one per day of no less than 40 minutes duration. In addition each Middle / High school (7-12) special education teacher may utilize up to three (3) days of preparation time per academic year during which the District will provide a substitute teacher pursuant to district policies and procedures.
- E. **Technology; Family and Consumer Class Size.** The number of pupils in Technology and Family and Consumer Sciences classes shall be no more than the teaching facilities or work stations available.
- F. **Required Guidance Positions.** One (1) full-time guidance counselor shall be provided in the secondary school.
- G. **Athletic Director.** The Athletic Director shall have one (1) period per day to conduct the business of the Athletic Department.
- H. **Dean of Students (2)**
 - 1. Shall perform teaching duties sixty (60%) percent of the time.
 - 2. Shall perform Dean's duties forty (40%) percent of the time.
 - 3. Duties shall include, but not limited to:
 - a. Attendance of secondary students;
 - b. Discipline of secondary students;
 - c. Scheduling duties
 - d. Special projects.

ARTICLE XI—SUMMER AND EVENING SCHOOL

- A. **Adult Education.**
 - 1. Teachers shall have first preference for teaching evening adult education courses.
 - 2. Teaching adult education shall not conflict with regular teaching duties and responsibilities.
 - 3. Course offerings, hours, times, location shall be determined by the Adult Education Director with approval of the Superintendent of Schools.
 - 4. The minimum hourly pay for teachers teaching adult education courses shall be \$24/hr.

B. Summer School.

1. Summer school shall be defined as a District-operated, State Education Department-approved program of instruction.
2. Teachers shall be given first preference for teaching summer school courses within their area of certification.
3. Teachers shall be paid at a rate of:
 - \$29/hour effective July 1, 2011
 - \$29/hour effective July 1, 2012
 - \$30/hour effective July 1, 2013
 - \$31/hour effective July 1, 2014

For teaching summer school courses. The number of hours for each course shall be contained in the announcement of vacancy notice.

4. Vacancy announcements shall be posted on the District webpage and posted in each building as early as possible.
5. Teachers shall have to re-apply for summer school positions on an annual basis. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and experience.

ARTICLE XII—DISTANCE LEARNING PROGRAM

- A. Posting and Assignment.** The teaching of Distance Learning classes shall be strictly voluntary. Distance Learning positions shall be posted annually according to the procedure outlined in the current CBA. Distance Learning classes shall be taught by teachers certified in the area they will be teaching. During the time that this agreement is in effect, no teacher will be required to teach in the Distance Learning program without his/her consent.

Before accepting the voluntary assignment, the individual will be informed as to the projected number of students enrolled in the program.

- B. Staff Protection.** The implementation of the Distance Learning program shall not directly result in the reduction or elimination of positions due to declining enrollment, budget constraints, or the elimination of low enrollment programs.
- C. Grading.** The grading of Distance Learning students shall be the responsibility of the instructor who hosts the class. However, the receiving schools shall be responsible for translating grades into their own grading systems.

- D. Staff Development.** The District shall provide training for those teachers who consent to teach in the Distance Learning program. If such staff development is provided during the summer months, or when school is not in session, such training shall be compensated at the rate listed below, provided such attendance and training is preapproved in writing by the District. The District shall not be obligated to provide more than two (2) days of training of a technical nature, regarding the Distance Learning program. Participating teachers may be provided release time at full pay for a maximum of two (2) visitations to schools with which they are sharing Distance Learning classes, provided that these visitations are during the regular school day and they are jointly approved in advance by the principals of the school involved.

Effective July 1, 2011 \$29/per hour.

Effective July 1, 2012 \$29/per hour.

Effective July 1, 2013 \$30/per hour.

Effective July 1, 2014 \$31/per hour.

- E. Technical Assistance.** The Frewsburg Central School District will provide all appropriate technical assistance related to the set-up, operation, transmission, and takedown of all Distance Learning classes when requested by the instructor.
- F. Compensation.** There shall be no additional compensation for teachers of a Distance Learning class, provided that the class does not exceed the teacher's regular maximum of six assignments per day.
- G. Supervision.** The district receiving the transmitted lesson shall assume full responsibility and liability for the supervision of the students in the receiving schools. Teachers who are hosting a class from the transmitting school shall not be accountable for the failure of discipline at the receiving sites. Distance learning teachers from the transmitting site will, however, be responsible for adhering to DLC-established procedures for dealing with receiving site discipline problems.
- H. Preparation.** Teachers of Distance Learning classes shall not receive any additional preparation periods for their participation in the Distance Learning program. The Distance Learning program shall not adversely impact on the preparation time or workload of any bargaining unit members who are not involved in the Distance Learning program.
- I. Observation and Evaluation.** Evaluations of teachers in the Distance Learning classes shall be in accordance with the provisions of the CBA of the district in which the class originates. Tapes of lessons shall not be used for evaluation, and evaluators shall observe the teacher's class by their physical presence within the classroom, rather than monitoring of the receipt of the lesson on a television monitor.
- J. Extended Transmission.** There shall be no transmissions or reproductions of Distance Learning classes by the Frewsburg Central School District beyond the receiving districts without the prior written approval of the bargaining unit member(s) instructing the class.

K. Distance Learning Program(s).

1. Any distance learning broadcasts and courses offered to District students in connection with any outside provider must be used only as electives that are not part of any student's graduation requirements. Said courses are to have no impact on any current or future electives to be taught in the District by District faculty. There is to be no reduction in District faculty of Full Time Equivalencies (FTE's) as a result of this program. By agreeing to the District's participation in the distance learning program affiliated with any outside providers, the Association is not waiving any of its rights to claim this work as unit work. The Association agrees to allow the implementation of this type of instruction in order to enhance the education experience.
2. Distance learning courses which originate at Frewsburg Central School and are taken for high school credit will be scheduled during the regular school day. The class size of the Distance learning class which originates at Frewsburg Central School shall be limited to fifteen (15) students, and the combined total at both hosting and receiving sites shall be limited to a maximum of twenty-four (24) students. As a result of this type of education being broadcast to other sites, the District may receive income from the sale of the courses to other districts. The Association may request once each academic year for the District to provide the Association with a written report of any such income. Any such request must be made in writing and presented to the Superintendent. Should the Association provide the Superintendent with a written request for such a report, the District will provide the written report to the Association within ten (10) business days of receipt of that written request.

ARTICLE XIII—STATEWIDE ASSESSMENT TEST

Bargaining unit members may, from time to time, be required to be trained and/or score statewide assessment tests. When such a situation develops, the following conditions shall apply:

- A. **Mileage.** Mileage will be paid, at the then current IRS rate, for the distance above and beyond the teacher's normal home to work travel distance.
- B. **Starting and Ending.** Starting and ending times for any such training or scoring shall be established in advance and shall be available in writing to the teacher. No employee will be required to stay beyond the normal work day hours.
- C. **Extended Year.** Teachers required to work additional days beyond the normal work year for the purpose of test scoring or training shall be compensated at 1/200th of his or her annual base salary (including graduate hours) divided by seven (7) and paid in prorated segments of fifteen (15) minutes fully completed.
Teachers will not be required to work on Saturdays, Sundays, or holidays. When such work does occur, it will be paid at the same rate as above.
- D. **Emergency or Inclement Weather.** In the event that the Frewsburg School District has been closed, teachers who were scheduled to participate in scoring and/or scorer training, shall use their discretion in determining whether or not they can safely commute to the scoring site. Teachers have a professional obligation to attend if they can do so safely and shall not be excused solely on the grounds that the Frewsburg Schools are closed.

ARTICLE XIV—TEACHER EVALUATION

- A. Monitoring of Work Performance.** All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Any evaluation of a teacher's work which will result in an official evaluation report will be followed by a conference with the teacher.
- B. Just Cause.** No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause and in no case shall this be done publicly.
- C. Who Can Evaluate Teachers.** Only qualified members of the certified staff shall be used to evaluate teachers; this shall include Elementary Principal, High School Principal, and Superintendent.
- D. Participation in Extracurricular Activities.** Teacher participation in extra-curricular activities shall be voluntary and non-participation in such activities shall not be a valid consideration for evaluating teacher classroom performance.
- E. Objective of Evaluation.** The major objective of evaluation is to improve the quality of instruction. Desirably, the evaluation of a teacher is a cooperative and continuing process.
- F. Criteria Used in Evaluation.** The criteria for classroom teacher evaluation shall be the teacher's ability to enhance pupil growth in an effective manner.
- G. Rating Procedures**

 - 1. The Teacher Observation Form annexed to this procedure is to be the major basis for teacher rating. An additional narrative summary will be made yearly for each probationary teacher. This summary will be discussed with the teacher and signed by him/her before inclusion in his/her personnel file. There shall be no substitutions or additions or any other form for evaluation unless developed jointly by the Board and Association.
 - 2. Non-tenured teachers will be rated no less than three (3) times per year. Any teacher, supervisor, or principal may request additional ratings by administration of supervisory personnel.
 - 3. Tenured teachers will be rated at least once in each two (2) year period.
 - 4. The length of any observation for rating purposes shall not be less than thirty (30) continuous minutes.
- H. Personnel Assignment for Rating.** Under normal circumstances, rating of professional staff will be accomplished by the respective building principals and/or the Superintendent.
- I. Notice for Rating.** Non-tenured teachers may be observed at any time during the probationary period. All other teachers will be informed of plans for rating during the week proceeding the week in which an observation for rating is intended to be made. In the event a scheduled observation is not conducted during the scheduled week due to the inability of the District to conduct that observation, the teacher shall be given one (1) weeks' notice of the rescheduled observation for rating week.

- J. Rating Report, Conference, and Comments.** A written report (form attached) will be made of each classroom observation made for rating purposes. Under normal circumstances not more than five (5) school days after observation, a conference will be held between the rater and the teacher to discuss the report. No report shall be submitted to central administration or placed in the teacher's files, distributed, or acted upon until the teacher has been given a copy of the rating, a conference has been held and the teacher has had an opportunity to have the rating interpreted by the rater and a chance to respond orally or in writing to be attached to the form to be filed if the teacher so desires. Both the teacher and the rater shall sign the report. The signature of the teacher does not indicate his/her agreement but does indicate having received, discussed and when desired, having the opportunity to attach his/her comment. After an initial review of the evaluation, the teacher may request a second conference for further clarification.
- K. Follow Up to Rating.** The supervisor's function is to evaluate the teacher and to assist the teacher in improving the quality of his/her instruction. Suggestions as to areas needing improvement and ways to do so in items marked "NI" or "U" are the responsibility of the rater and are to be indicated in writing on the report form or in more detail on attached sheets. The suggestions are to be discussed in the conference on the rating. Wherever necessary, follow-up visitations should be scheduled, not only for the purpose of rating, but also to help the teacher with planning and teaching techniques or curriculum and materials to achieve the desired results. Tenured teachers who receive an "NI" or a "U" must work with the District to complete a teacher improvement plan. The Administration may recommend additional professional development.
- L. Teacher Observation Form.** The form for teacher observation is attached as Appendix C.
- M. Annual Professional Performance Review (APPR).** The Annual Professional Performance Review will evaluate each member of the faculty in relationship to the domains taken from The Danielson Framework (Danielson and McGreal, 2000). A copy of the review form is attached as Appendix A.
- N. Teacher in Need of Improvement Plan (TIP).** A teacher improvement plan provides teachers with organizational support and assistance when it has been determined that they are not meeting the district's teaching standards. The Teacher Improvement Plan form is attached as Appendix B and will be developed consistent with the regulations of the Commissioner of Education.

ARTICLE XV—COACHES' EVALUATIONS

- A. Monitoring of Work Performance.** All monitoring or observation of the work performance of a coach will be conducted openly and with full knowledge of the coach. Any evaluation of a coach's work which will result in an official evaluation report will be followed by a conference with the coach.
- B. Just Cause.** No coach will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or dismissed without just cause and in no case will this be done publicly.
- C. Who Can Evaluate Coaches.** Only certified administrative staff employed by the District shall be used to evaluate coaches; this shall include the High School Principal, the Superintendent, and the Certified Director of Physical Education.

- D. **Objective of Evaluation.** The major objective of evaluation is to improve the quality of coaching in that particular sport. Desirably, the evaluation of a coach is a cooperative and continuing process.
- E. **Criteria Used in Evaluation.** The criteria for evaluating a coach shall be the ability of the person to enhance player growth, confidence, respect for self and others, and team effort.
- F. **After being appointed by the Board to a coaching position.** Each coach will provide to the superintendent the coach's goals for the upcoming season. At the end of every season each coach will write a narrative summary of the season and will address how, during the season, player's growth, confidence, respect for selves and others and team effort were enhanced. If the coach anticipates seeking to coach the sport next season, the coach will also include in the narrative summary his or her goals for that next season.

ARTICLE XVI—TEACHER FILES

- A. **Teacher Files and Access.** Teacher files will be maintained by the Superintendent in the Central Office. These files are not open to the public except upon specific written request of the teacher and the Association to the Superintendent or his/her designee.
- B. **Placement of Derogatory Items into Files.** Complaints by a parent directed toward a teacher shall be called to the teacher's attention if a permanent record is to be made of such complaint. In such case the teacher will have an opportunity to answer this complaint in writing; such answer will be attached to the original complaint. No derogatory complaint letter, report or other material shall be placed in the teacher's file without the teacher's knowledge and an opportunity to make a written statement of defense to be attached thereto or an opportunity to confront the complainants.
- C. **Individual Review of Files.** Each teacher has the unrestricted right (personal references accepted) upon request to the Superintendent or his/her designee to review his/her personnel file. Each teacher shall have the right to be accompanied by a representative of his/her own selection during such review. The teacher shall have the right to reproduce information within his/her file with the exception of confidential references.
- D. **Removal of Anonymous Materials.** At the request of the teacher, any anonymous material placed in the teacher's personnel file shall be removed from his/her file and destroyed. Any anonymous material received after the date hereof and pertaining to any teacher shall be brought to the teacher's attention upon receipt. A copy thereof shall be furnished to the teacher upon request.

ARTICLE XVII—TENURE

- A. **Probationary Period All Professional Staff.** The probationary period for all professional staff shall not exceed three (3) years.
- B. **Notice of Professional Progress.** A probationary teacher will be informed, in writing, by his/her principal and/or the Superintendent, of his professional progress at the end of each probationary year. A copy of these statements shall be on file in his/her personnel folder.

- C. **Acknowledgement of Review of Written Observation.** The teacher will acknowledge that he/she had the opportunity to review all written evaluations made by administrators by affixing his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.
- D. **Termination Notice of Probationary Teacher.** Probationary teachers who are not being recommended for tenure appointment shall be so notified one hundred twenty (120) days before the end of their probationary period by the Superintendent. The end of the probationary period shall correspond to the effective date of the appointment.
- E. **Timelines for Probationary Dismissal.** Probationary teachers who are not to be recommended for employment for the following year shall be so notified in writing by May 1. A probationary teacher who is to be dismissed other than at the conclusion of a school year shall be given sixty (60) days' notice prior to dismissal.
- F. **District Required Physicals.** Physical examinations required by the district shall be at district expense, if provided by the school physician according to school specifications. If the teacher chooses to obtain such physical examination from his/her own physician, it will be at the teacher's expense.
- G. **Just Cause for Tenured Staff.** No tenured professional staff member covered by this agreement shall be dismissed without just cause.
- H. **Records Provided to Association President.** The Superintendent shall provide a list of probationary teachers, along with their certification status and graduate hours to the President of the Faculty Association at least thirty (30) days before action by the Board of Education on said probationary teachers.

ARTICLE XVIII—PROMOTIONS

- A. **Procedures.** All vacancies in promotional positions, including specialists and/or special projects teachers, shall be filled pursuant to the following procedures:
 - 1. Such vacancies shall be adequately publicized, which shall mean as a minimum that a notice be posted on the District Web page, and posted in each faculty lounge and the main office of each school clearly setting forth a general description of and the qualifications for the position, including the duties and salaries.
 - 2. Such notices shall be posted within three (3) school days after the Board has decided to advertise to fill the vacancy. If the Board and/or administration become aware of a vacancy during the summer vacation, notice of such vacancy shall be sent to the summer address of the president, vice president, secretary, and treasurer of the Association. An interested Faculty member may leave a self-addressed envelope with the Superintendent's secretary so that they can mail out postings during the summer.
 - 3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
 - 4. Such vacancies shall be filled on the basis of qualification for the vacant post, provided, however, that where two (2) or more applicants are equally qualified, seniority in the Frewsburg School District shall control.

- B. Definition.** Promotional positions are defined as follows: positions in the bargaining unit paying a salary differential.
- C. Non-discrimination.** All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, sex, religion or national origin.

ARTICLE XIX—VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Notice & Posting.**
 - 1. When and if vacancies occur, notices will be posted in each faculty lounge and the main office of each school. Staff members who are interested may submit a letter of application.
 - 2. Such notices shall be posted on the District Web page within ten (10) days after the Board or administration become officially aware of such vacancies. When a vacancy occurs during the summer months, notices shall be posted on the District Web page, and sent to the summer address of the president, vice president, secretary and treasurer and any of the teachers who have expressed a desire for a change according to section three (3) below.
 - 3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Teachers who are certified and qualified for the posted vacancies as determined by the Superintendent will be given preferential consideration.
 - 4. If two or more applicants are equally qualified for the position in question, then the applicant with the greatest length of service with the Frewsburg District will be given preference over the other applicant(s).
 - 5. If an employee's request for transfer is approved, he/she will be notified in writing. In such cases, every reasonable effort will be made to transfer the employee as soon as possible.

ARTICLE XX—INVOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Rationale.** Although the Board and the Association recognize that some involuntary transfer of teachers from one school to another or reassignment within a school may be unavoidable, they also recognize that frequent transfer or reassignment of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:
- B. Notice of Transfer.** Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and under normal circumstances, not later than June 1.

- C. **Qualifications & Preferences.** The administrators shall continue to exercise concern for both the educational needs of the District and teacher qualifications and preferences in making transfers and reassignments.
1. **Daily Assignment.** In order to assure that students are taught by teachers working within their areas of competence, no teacher shall be assigned more than one (1) class per day outside the scope of his/her teaching certificate or his/her major field of study.
- D. **Objection to Transfer.** An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the appropriate High School or Elementary Principal at which time the teacher will be notified of the reasons therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, he/she shall submit a letter, indicating the objections, to the Superintendent and the Association President.

ARTICLE XXI—SICK LEAVE ABSENCE AND ALL EMERGENCY LEAVE

- A. **Annual Accumulation.** Each teacher shall be entitled to fifteen (15) days sick leave each year. Effective July 1, 1988, unused sick leave is accumulative to two hundred fifteen (215) days.
- B. **Bereavement Leave.** Up to five (5) days, not chargeable to sick leave, may be used for bereavement immediately following the death of a member of the teacher's immediate family (father, mother, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, or a person living in the teacher's household, brother-in-law, sister-in-law, grandchildren and grandparents).
- C. **Personal Leave.** Up to five (5) days, chargeable to sick leave, may be used for emergency absences or personal business which cannot be accomplished at any other time. Personal business includes but is not limited to legal matters, family illness, and other activities specifically of a personal nature.
1. **Days Not Allowed.** Personal business may not include shopping, vacations, recreational trips or activities, a vocational interests or other employment (excepting National Guard or armed forces reserve duty).
 2. **Unrestricted Day.** One (1) personal day per year may be taken without giving reasons provided the teacher applies at least two (2) days in advance and not over six (6) personal days district wide are utilized on the day in question.
 3. **Recordkeeping.** For recordkeeping purposes only, a statement will be made by the teacher of the reason for absence under the provision of this article.
 4. **Days Preceding and Following Holidays.** Personal business leave days immediately preceding or following holidays and vacation periods shall be granted only upon approval of the Superintendent. Personal business leave days applied for use on the day of a Superintendent's conference must have prior approval of the Superintendent.
 5. **Deduction for Improper Use.** Days taken under this provision for other than the valid reasons described above will result in a deduction at the rate of 1/200 of the annual salary for each day.
 6. **Unused Accumulation.** Unused personal leave days will be added to accumulated sick leave at the end of each school year.

ARTICLE XXII—RETIREMENT HEALTH INSURANCE

- A. Teachers Hired Prior to 1978-1979.** Teachers hired prior to 1978-79 shall be eligible for the following:
1. Each unused sick day shall be credited for one month of individual health insurance cost.
 2. Each two (2) unused sick days shall be credited for one month of family health insurance cost.
- B. Maximum Amount of Premium District Pays.** In both of the above, the maximum amount the district will pay is the premium in effect at the time of the employee's retirement. In the event that the employee does not have sufficient accumulated days to pay the entire period until age sixty-five (65), the number needed will be divided into the number of months of credit. The employee will pay the difference for each year.
- C. Maximum Accumulation of Days.** If an employee has two hundred fifteen (215) accumulated sick days at the beginning of his or her final year, any days credited that year can be used to purchase health insurance in retirement under the formula developed this day. The maximum accumulation is two hundred thirty (230) days in the final year of employment.
- D. Death of Retiree Hired Prior to 1978-1979.** In the event of the death of a retiree who is covered by the retiree family health insurance provision for employees hired prior to 1978/79, the health insurance coverage shall remain in effect for the surviving spouse and family for the designated number of months covered by the retiree's accumulated unused sick days as per the arrangements made the retiree at the time of retirement
- E. Teacher Hired After July 1, 1979, and Prior to June 30, 2015.** Retirement Health Insurance for individuals hired after 7-1-1979 and prior to 6-30- 2015:
1. **Retirement Guidelines.** Individuals who retire on or before 6/30/ 2028 and who have completed 15 years of service to Frewsburg Central School District are permitted to use up to two hundred fifteen (215) days of accumulated sick/personal days to acquire health insurance in retirement. The maximum accumulated is two hundred thirty (230) in the final year of employment.
 2. **Sick/Personal Days Accumulated Prior to 2005-06.** Each accumulated sick/personal day which has accrued prior to the 2005-2006 school years will be funded by the District at the rate of \$50.00 per day. (The intent of this provision is to use the unused accumulated sick leave acquired prior to 2005-2006 only if necessary to bring an individual's total accumulated sick leave to the 230 day maximum.

3. **Sick/Personal Days Accumulated Beginning in 2005-06.** Beginning in the 2005-2006 school year the District will contribute \$100.00 per day for each unused sick/personal day. The District will also credit \$500.00 per year to each individual's health insurance in retirement account. Effective with the 2008-09 school years, the aforementioned amount will increase to \$600 per year. Effective with the 2009-10 school years, the aforementioned amount will increase to \$650 per year. Effective with the 2010-11 school year, the aforementioned amount will increase to \$700 per year. Those teachers who have accumulated credit toward health insurance shall have that dollar amount added to their account based on the purchase cost of insurance for the 2004-2005 school year. All dollar amounts regarding the health insurance in retirement account shall be agreed to by the District and the Faculty Association. At the end of each school year, each individual shall be given a statement summarizing his or her health insurance in retirement account.
4. **Sick/Personal Days Accumulated Beginning in 2012-2013.** Beginning in the 2012-2013 school year the District will contribute \$125.00 per day for each unused sick/personal day. The District will also credit \$750.00 per year to each individual's health insurance in retirement account. Those teachers who have accumulated credit toward health insurance shall have that dollar amount added to their account based on the purchase cost of insurance for the 2004-2005 school years. All dollar amounts regarding the health insurance in retirement account shall be agreed to by the District and the Faculty Association. At the end of each school year, each individual shall be given a statement summarizing his or her health insurance in retirement account.
5. **Death of an Active Employee under This Section.** If an individual covered by this benefit dies while in active service, the Board shall pay the full cost of a rider to insure the survivors of a deceased policy holder for a period of two (2) years after his/her death.
6. **Death of a Retiree under This Section.** If a retired individual covered by this provision dies before his or her health insurance in retirement account has been exhausted, the surviving spouse and or dependent children shall receive health insurance coverage for a period of time covered by the individual's balance.
7. **Retiree Health Insurance for Married Individuals.** Married individuals who both work in the District and meet the retirement guidelines (Article XXII, Paragraph #E) to acquire health insurance in retirement shall be permitted to combine their health insurance in retirement accounts for the purpose of securing health insurance when they retire from Frewsburg Central School.
8. **Maximum Period of Payment.** In addition, it is understood, that in no circumstance (even if the retired individual has accumulated sufficient funds to do so) will the district pay health insurance benefits beyond such time as the individual qualifies for Medicare/Medicaid. In addition it is understood that the District will only issue funds from the insurance reserve to individuals who retire from service to the Frewsburg District or because of circumstances beyond their control take a disability retirement and that these funds will only be disbursed for purposes of insurance premium payments (no cash settlements).

- 9. Forfeiture of Benefit.** Any individual leaving the district for any other reason prior to reaching retirement age forfeits any and all accumulated insurance premium funds. The only exception to this language will be in the case of the death of the employee as indicated above.
- 10. Sunset Clause.** For those individuals hired after 6/30/2015 this option is not available unless mutually agreed upon in future negotiations.

F. Retirement Insurance Fund Accrual Chart. The following chart is used for the sole purpose of providing an example of how the dollar amounts would be calculated based on the assumed maximum number of days. Individual adjustments would have to be made to account for less than the maximum number of days per year.

| SCHOOL YEAR | ANNUAL ACCRUAL | ASSUMED MAX. | RATE/DAY | | TOTAL INS. AMOUNT |
|-------------|----------------|--------------|----------|---|-------------------|
| 05-06 | \$500 | 15 days | X \$100 | = | \$2,000 |
| 06-07 | \$1,000 | 30 days | X \$100 | = | \$4,000 |
| 07-08 | \$1,500 | 45 days | X \$100 | = | \$6,000 |
| 08-09 | \$2,100 | 60 days | X \$100 | = | \$8,100 |
| 09-10 | \$2,750 | 75 days | X \$100 | = | \$10,250 |
| 10-11 | \$3,450 | 90 days | X \$100 | = | \$12,450 |
| 11-12 | \$4,150 | 105 days | X \$100 | = | \$14,650 |
| 12-13 | \$4,900 | 120 days | X \$125 | = | \$19,900 |
| 13-14 | \$5,650 | 135 days | X \$125 | = | \$22,525 |
| 14-15 | \$6,400 | 150 days | X \$125 | = | \$25,150 |
| 15-16 | \$7,150 | 165 days | X \$125 | = | \$27,775 |
| 16-17 | \$7,900 | 180 days | X \$125 | = | \$30,400 |
| 17-18 | \$8,650 | 195 days | X \$125 | = | \$33,025 |

- 1. Examples of Conversion.** The following examples show how the above data would be applied to two individuals with different fact patterns. These are examples only, and do not represent any individual member of the Association.

EXAMPLE:

#1: In the event that a Frewsburg bargaining unit member uses a sick or personal day, the deduction for this day will be made from the individual's current school year allotment of fifteen (15) sick and personal days.

For example, an employee has accumulated 150 unused sick and personal days as of June 30, 2005. During the 2005-2006 school years, this employee uses three (3) sick or personal days. Three days would then be deducted from the fifteen (15) sick and personal days available for 2005-2006. The individual would then have an accumulation of one hundred sixty two (162) unused sick and personal days (150-12) from the 2005-2006 school years.

#2: In the event that a Frewsburg bargaining unit member exceeds the current school year allotment of fifteen (15) sick or personal days, the additional days beyond the fifteen (15) would then be deducted from the previously accumulated unused sick and personal days.

For example, an employee has accumulated one hundred fifty unused sick and personal days as of June 30, 2005. During the 2005-2006 school years, this employee uses 18 sick or personal days. The individual accumulates no unused sick or personal days for the 2005-2006 school years. Three (3) days would then be deducted from the one hundred fifty (150) previously accumulated unused sick or personal days. The individual now has one hundred forty seven (147) accumulated unused sick or personal days as of the end of the 2005-2006 school year.

ARTICLE XXIII—TEMPORARY LEAVES OF ABSENCE

- A. Professional Conferences Sponsored by NYSUT and/or AFT.** Up to six (6) days total leave shall be granted to attend professional conferences or workshops sponsored by the New York State United Teachers or the American Federation of Teachers as an official delegate of the Frewsburg Faculty Association.
- B. Conference in Special Field of Instruction.** It shall be the policy of the District that a teacher may attend conferences in his/her own special field at District expense by prior authorization of the Board. The District will pay mileage plus tolls or other transportation costs, pay for a registration fee, for meals and for lodging according to prior approved amounts. Attendance by more than one person per department per year may be approved by the Board. The Board shall have individual requests from those who would like to attend conferences during the year by September 30th. Estimated costs are needed by September 30th or as soon thereafter as possible. Hotel bills, thruway receipts, airline ticket stubs, and other receipts will be submitted with vouchers for payment. Teachers attending a conference of two (2) or more days will submit a written report.
- C. Leaves Not Chargeable to Sick Leave.** Leaves of absence with full pay not chargeable to the teacher's sick leave shall be granted for the following reasons:
 - 1. Absence for jury duty on condition that the teacher shall turn over to the school district per diem payment made to him/her for such jury duty.
 - 2. Administratively approved visitation to other schools.
 - 3. Time necessary to take the selective service physical examination.
 - 4. Time necessary for appearance at any legal proceeding connected with the teacher's employment or with the School District.
- D. Graduate Level Summer Programs.** The Board may grant a teacher up to five (5) days' time off with full pay when necessary to leave early to attend graduate level summer programs when an individual does not have personal days left which can be used for this purpose. All responsibilities which can be completed by the teacher must be completed prior to his/her leaving.

ARTICLE XXIV—EXTENDED LEAVES OF ABSENCE

- A. **Extended Personal Illness.** The Board shall grant professional personnel up to two (2) years leave of absence without pay for extended personal illness. A doctor's certificate shall be provided.
- B. **Disability Related to Pregnancy.** Members of the bargaining unit shall be permitted to utilize all contractually provided leave benefits for disabilities due to or related to pregnancy provided that they provide the District with a signed statement of disability from a physician, which states the estimated date of delivery and the estimated period of disability.
- C. **Maternity-Paternity Leave.** The Board shall grant up to two (2) years leave of absence without pay for maternity-paternity leave. At the time of the maternity-paternity leave request, the teacher must specify whether the leave is to be for:
 - 1. One (1) year commencing September 1 after the leave is requested.
 - 2. Two (2) years commencing September 1 after the leave is requested.
 - 3. Only the balance of the school year in which maternity or paternity occurs.
- D. **Notice of Return.** The teacher on maternity-paternity leave must notify the Board of the teacher's intentions in writing on or before March 1 preceding the September in which the teacher is to return.
- E. **Medical Notice Prior to Return to Employment.** The Board of Education may request a statement from the teacher's physician concerning the fitness of the teacher to continue work during pregnancy or the fitness of the teacher to return to work after maternity leave.
- F. **Leave of Absence Not of an Emergency Nature.** Leaves of absence of up to two (2) years without pay which are not of an emergency nature may be granted by the Board providing a suitable replacement for the teacher can be secured. The teacher on leave must notify the Board of Education of the teacher's intentions in writing on or before March 1 preceding the September in which the teacher is to return.
- G. **Leave for Local/State/National Activities.** The Board agrees that one (1) teacher will, upon request, be granted a leave of absence of one year without pay for the purpose of engaging in Association (local, state, or national) activities.
- H. **Benefit Restoration Upon Conclusion of Leave.** Referring to A, B, E, & F above, all benefits to which a teacher is entitled at the time his leave of absence commenced will be restored to him/her upon his/her return with no additional salary step credit or years of probationary service granted.
- I. **Military Leave.** Military leave will be granted to any teacher who is inducted into the armed forces of the United States, as required by Military Law.
- J. **Request Process.** All requests and approvals for extended leaves will be in writing.

- K. One Time in Career Health/Emotional Leave.** In the event an employee needs to take a leave for health or emotional reasons, he or she shall be entitled once in their career to such leave, without pay or benefits, up to one year provided the termination of the leave coincides with the beginning of a semester. The returning teacher shall produce a doctor's note certifying he/she is fit and able to return to work. The District reserves the right to have the school doctor or his appointee examines and certifies the employee as well. In the event the District requests an employee to see their doctor or his appointee, the District will cover the cost of said appointment. The employee will be allowed to purchase any and all benefits that would have been provided an employee on active duty. This payment would be at the rate the District is charged.

ARTICLE XXV—SICK BANK

Sick Leave Bank: The Sick Leave Bank shall be administered and utilized in accordance with the following procedures:

- A. Eligibility to Join.** Each employee in the bargaining unit who has accumulated thirty-five (35) days of sick leave is eligible to voluntarily become a member of the Bank provided he/she does so within thirty (30) days after he/she first accumulates thirty-five (35) days of sick leave.
- B. Required Individual Contributions.** Initial entry for all eligible employees will be three (3) sick days from their accumulated sick leave plus the amount any other member must contribute under C below.
- C. Maximum Annual Contribution.** Each member of the Bank will contribute up to a maximum of two (2) sick days per year to maintain membership in the Bank. Sick days contributed will be deducted from each members' accumulated sick leave.
- D. Maximum Bank Accumulation.** The maximum number of usable days from the Bank may not exceed two hundred (200) days in any school year. By September of each school year, each member of the Bank will be notified by the Association of the number of days he/she must contribute to maintain membership for that year. These days will be in multiples of one-half (1/2) days. For ease of accounting, thirty (30) days beyond the two hundred (200) day usability level per year may be on deposit. However, these days cannot be utilized once the two hundred (200) usable day level is reached. It will be the responsibility of the Association to explain the workings of the Sick Leave Bank to the employees and to determine from which employees who have voluntarily entered the Bank what contributions must be made.

The teacher who chooses to withdraw from the Bank will not receive credit for his/her contributed days.

- E. Failure to Join or Withdraw from Sick Bank.** If an employee in the unit fails to become a member at the first opportunity outlined above or withdraws from the Bank, that employee shall not be eligible to join or rejoin until two (2) years from the date he/she failed to join or withdraw. Notice of withdrawal by the teacher for any year shall be given to the Association President by September 10th of any school year.

- F. Annual Membership List.** A list of members of the Bank shall be compiled and posted at the inception of the Bank and annually thereafter by the Association after double checking its records within the District Clerk, with posting to take place no later than October 15th of each school year and a copy provided to the Business Office.
- G. Maximum Member Utilization.** The maximum number of days which a member may draw from the Bank in each school year shall be one hundred (100) days, provided there is a Bank balance of usable days to allow this. In no event shall any member receive from the Bank more than one hundred eighty (180) days over a three (3) year period.
- H. Conditions for Utilization of Sick Bank.** A member of the Bank will be granted the use of sick days on the condition that the member has exhausted all of his/her current and accumulated sick days and that sick days are to be used for personal illnesses which are critical, accidental, or terminal and that such illness must have continued for at least fifteen (15) school days after the employee's own sick days have been exhausted. This latter provision will be reduced by one (1) school day for each five (5) days of accumulated sick leave as of September 1st of the current school year. Claims from the use of the Bank are to be presented to the District by the Association and, if more than one (1) claim is made and there is not an available number of usable sick days on deposit to cover these claims, it is the responsibility of the Association to determine which claim or claims should be honored up to the limit of the usable number of sick days. A claim must be accompanied by a physician's statement at the time the claim is submitted.

ARTICLE XXVI—SABBATICAL LEAVE

- A. Joint Recommendation.** Desiring to reward professional performance and encourage independent research and achievement, sabbatical leaves for teachers may be granted. Any such sabbatical leave will only be granted upon the recommendation by the Superintendent for approved scholarly programs whether or not carried on in an academic institution subject to the following conditions:
- 1. Number of Leaves.** No more than two (2) members of the teacher staff shall be absent on sabbatical leave at any time.
 - 2. Eligible Teachers.** Only teachers who have completed at least seven (7) consecutive full school years of service in the Frewsburg Central School District will be eligible to apply for sabbatical leave.
 - 3. Request Submissions.** Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by him/her no later than April 1 for a leave in September of the same calendar year. In addition to any other information required by the Superintendent, the written proposal submitted by any teacher seeking a sabbatical leave will set forth with as much detail as possible the teacher's objectives for the sabbatical leave, the actions the teacher will take to accomplish those objectives and how those objectives and actions will benefit the District and its students when the teacher returns to work in the District at the end of the sabbatical leave.

4. **Pay & Benefits While on Leave.** Teachers on sabbatical leave for one (1) year will be paid at one-half (1/2) of their annual salary rate for the year concurrent with their leave. Teachers on sabbatical leave for one-half (1/2) year will be paid at three-fourths (3/4) the annual salary rate of their current year of teaching. All hospital-medical and life insurance benefits shall continue in full force. Sabbatical leave for a half (1/2) year may be granted only under exceptional circumstances.
5. **Terms of Leave.** Any teacher receiving sabbatical leave appointment shall execute a binding legal agreement with the Board stating the terms under which he/she shall fulfill his/her obligation to service in the Frewsburg Central School District. The Association recognizes the moral, professional and legal obligation of sabbatical leave recipients to return to service in the Frewsburg Central School District and urge that this obligation be fulfilled. A teacher who receives a sabbatical leave must return to the district for full time employment for at least three (3) full academic years. Failure to do so will require the teacher to reimburse the district for all monies paid by the District to the teacher during the sabbatical leave. However, the Association shall not be liable for reimbursement of any monies owed by individual teachers under the penalty provision of this paragraph.
6. **Salary Step Placement upon Return.** Upon return the teacher shall be restored to his/her former status, and shall be placed on the appropriate step on the salary schedule as though the teacher had not been on leave.
7. **Obligations of Teacher at End of Sabbatical Leave.** Within thirty (30) calendar days of a teacher's return from any sabbatical leave, the teacher will provide a written report to the Superintendent detailing the actions taken by the teacher during the sabbatical leave, the extent to which the teacher's stated objectives for the sabbatical leave were satisfied and how the teacher will implement for the benefit of the District and its students what the teacher learned and accomplished during the sabbatical leave.

ARTICLE XXVII—DISCIPLINE

- A. **District Support.** Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative and Board backing, the administration and the Board agree to give all possible support and assistance to teachers in respect to the maintenance of control and discipline in the classroom.
- B. **Primary Responsibility.** Primary responsibility for the maintenance of classroom discipline shall rest with each classroom teacher. Teachers share with each other and administrator's joint responsibility for maintaining proper student conduct in the school building and on the school grounds, during the school day and during school activities. Due to the fact that some students defy the rule of good conduct, and in attempt to correct bad conduct, additional disciplinary means must be established.
- C. **Referral to Administration.** Teachers may refer students to the school administration for additional disciplinary action. Upon reviewing the particulars of the case, the administration may take additional action as it deems appropriate to maintain a climate and culture of discipline in the school.

- D. Physical Assault of a Teacher.** Any student who physically assaults a teacher shall be immediately suspended from school pending final disposition of his/her case by the Superintendent of Schools. The administration of the district shall take all steps to assist faculty to file necessary police reports.
- E. Removal of Student from Classroom by Teacher.** A teacher may remove a pupil from his/her class or classes when the seriousness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. This removal may last from one (1) to three (3) days until disposition of the case by the Administration or the Discipline Committee.
- F. District's SAVE Program.** The District's "Save"-mandated discipline code shall take priority over the above provisions whenever a conflict exists regarding issues of discipline.

ARTICLE XXVIII—PROTECTION AND PERSONAL INJURY

- A. Reporting Assault.** Teachers will immediately report to the Superintendent in writing any case of assault suffered by that teacher in connection with said teacher's employment.
- B. Copies of Report.** This report will be forwarded to the Board, and a copy will be forwarded to the Association President.
- C. District-provided Legal Counsel.** The Board shall provide on request legal counsel to advise the teacher of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities. The Board agrees to supply legal counsel at its expense to any teacher who on the advice of such counsel wishes to bring legal action against a student due to assault upon the teacher or willful destruction of the teacher's property.
- D. Reimbursement for Loss or Damage of Personal Property.** The Board will reimburse teachers who, without fault on their part, suffer any loss, damage, or destruction of clothing or personal property due to an assault while in the performance of their duties unless such loss is covered by insurance or reimbursement is obtainable from other sources.
- E. Absence as a Result of an Assault.** Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence, and no part of such absence will be charged to his/her annual sick leave.
- F. Physician Designated by Board.** The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the physician's opinion shall be the controlling factor.
- G. Reimbursement for Medical Expenses.** The Board shall reimburse the teacher for the cost of medical, surgical or hospital services--less the amount of any insurance payments--incurred as the result of any injury from assault sustained in the course of employment.
- H. Board Obligations under Education Law.** Teachers shall exercise care with respect to the safety of pupils and property. It is the duty of the Board of Education to save harmless and protect all teachers according to Sections 3023 and 3028 of the New York State Education Law.

- I. **Time Lost for Other Than Disability.** Time lost by a teacher, other than for disability, in connection with any incident mentioned in this article in no way shall be charged against the teacher.
- J. **Worker's Compensation.** Teachers injured while performing assigned duties shall be paid the differential between their current salary and any Worker's Compensation for the duration of absence from school up to one (1) full year from date of accident. Benefits will start after accumulated sick leave has been expended and will cease after the one (1) year limit or after Worker's Compensation ceases, whichever comes first.

ARTICLE XXIX—INSURANCE

- A. **Medical Benefit Provider.** Chautauqua County School Districts Medical Benefits Plan.
 - 1. **Group Life Insurance.** The District shall provide \$21,000 in group life insurance and accidental death and dismemberment coverage through a carrier selected by the District at no increased cost.
 - a. **Employed prior to July 1, 1989.** All individuals employed prior to July 1, 1989 may continue in the group coverage for life insurance at their own expense after retirement.
 - b. **Employed after July 1, 1989.** All individuals employed after July 1, 1989 are ineligible to continue life insurance benefits after retirement.
- B. **District Payment.** The Board shall pay full cost of an individual policy (Section A) and one hundred (100%) percent of dependent major medical coverage which includes one hundred (\$100) dollars per person or two hundred (\$200) dollars per family deductible on a family plan policy. The Board shall also pay seventy-five (75%) percent of the difference between the individual and family cost of the Chautauqua County School Districts Medical Benefits Plan coverage for those on the family plan. The cost of dependent life insurance is optional to the employee.
 - 1. **Medical Insurance Committee.** The Association and the District shall form a committee consisting of the Board of Education Personnel Committee, the Superintendent of Schools, the District Business Official, an insurance expert from the community, FUSE President or Vice President, and the President, Vice President, Secretary of the FFA and a retired teacher. This Committee's function is to seek ways to decrease the insurance premium cost.
 - 2. **Increase or Decrease in Premiums.** In the event health insurance premiums are decreased from the current level, the resulting savings shall be shared by the teachers and district at twenty-five (25%) percent and seventy-five (75%) percent, respectively. In the event health insurance premiums increase on or after July 1, 1989, the resulting increase shall be shared by the teachers and district at twenty-five (25%) percent and seventy-five (75%) percent, respectively.

3. **HMO Coverage.** In lieu of the coverage provided by the Self-Funded Plan, the teacher may select a health maintenance organization for medical coverage. In that event, the District will pay the premium up to the dollar amount that the District pays for similar coverage (single/family) to the Self-Funded Plan. Any excess premium cost will be borne by the teacher through payroll deductions.
4. **Medical Insurance Opt-Out.** Any employee who voluntarily wishes to forego coverage by the District may do so annually, provided such employee provides the District proof of alternate health insurance coverage. The individual electing to opt out of his or her medical coverage will be reimbursed \$750 per year if single coverage or \$1,000 per year if family coverage.

If two faculty members are married to each other and have children, the District shall be required to provide family coverage under the foregoing plans to only one of them (i.e., the one designated in a statement signed by both of them). The District will pay the then-current insurance buy out to the other spouse (i.e. the one designated in a statement signed by both spouses.) However, if two faculty members are married to each other and do not have children, neither shall be entitled to a family plan, but each shall be entitled to a single plan.

In order to receive this payment, an employee must notify the business office of the District during the annual enrollment period of the plan or at the employee's date of hire. Payment will be made in the last paycheck of the fiscal year after the employee makes known his/her decision not to participate in the District's health insurance program. Upon written notification to the business office by the employee to forego health insurance coverage, the District will annually continue to pay the annual payment unless the employee informs the District of his/her desire to participate in the District's health insurance program.

Once the employee makes an election not to participate in the health insurance plan, such employee must remain out of the Plan until July 1st of the next fiscal year provided, however, that if such employee provides proof of a loss of alternate health insurance coverage due to a catastrophic event (such as the loss of the employee's spouse's employment) such employee shall be permitted to obtain health insurance subject to the terms of the District's health insurance plan, and any buy-out payment accruing prior to that employee obtaining such coverage shall be prorated.

In the event that the individual has not been in the HMO plan for five (5) years, but has been employed by the District in excess of five (5) years, the individual has the option to remain in the HMO or purchase the Traditional plan.

Any employee who returns to the District's health insurance plan as a result of such a catastrophic event shall pay a portion of the health insurance premium pursuant to the provisions of this collective bargaining agreement as if that employee had never accepted the insurance buy-out.

- C. **Tax Shelter Annuities.** Arrangements for payroll deduction from the wages of each teacher for tax sheltered annuities shall be instituted when requested by the individual teacher.

- D. Retiree Participation in Health Insurance.** A retiree from the teaching staff may, at his option, participate in the health insurance policy of the District at his own expense or as per Article XXII.
- E. Review of Insurance Carriers.** The carriers for the health, medical and major medical policies shall be subject to a review by a joint committee of the Board and the Faculty Association.
- F. District Payment for Prescription.** The Board shall pay seventy-five (75%) percent of an individual's and his/her dependents' Express Prescription Drug Rider ten (\$10) dollar co-pay without rollback program.
- G. Deceased Policyholder Rider.** Effective March 1, 1982, the Board shall pay the full cost of a rider to insure the survivors of any deceased policy holder who is currently employed and insured under the family plan for a period of two (2) years after his/her death.
- H. Vision Coverage.** The District shall provide, at no cost to the employee, coverage as provided by VSP Vision Coverage.
- I. Dental Coverage.** Effective July 1, 1986, the Board shall provide Chautauqua County School Districts Medical Benefits Plan Dental Coverage to each employee. The Board shall pay full cost of an individual plan and also seventy-five (75%) percent of the difference between the individual and family cost for those electing the family plan.
- J. Association Alternative for Life Insurance Coverage.** The Association will research and present to the District alternatives to the current life insurance coverage. On the condition that the alternative coverage presented represents an immediate and potential future cost savings to the District, the District will take steps to implement the new coverage.
No change in provider or coverage will take place without negotiation with the Association.
- K. Association Alternative for Vision Coverage.** The Association will research and present to the District alternatives to the current vision insurance coverage. On the condition that the alternative coverage presented represents an immediate and potential future cost savings to the District, the District will take steps to implement the new coverage.
No change in provider or coverage will take place without negotiation with the Association.
- L. Association Alternative for Dental Insurance Coverage.** The Association will research and present to the District alternatives to the current dental insurance coverage. On the condition that the alternative coverage presented represents an immediate and potential future cost savings to the District, the District will take steps to implement the new coverage.
No change in provider or coverage will take place without negotiation with the Association.

M. First Five (5) Years of Coverage. Teachers may select one of the two plans for their healthcare coverage during the first five (5) years of employment with the district. The employee will pay the same percentage toward the coverage as all other employees in the district. Should the employee wish to participate in the traditional indemnity plan coverage offered by the District during the first five (5) years, said employee will pay 100% of the difference between what the HMO cost would have been and what the indemnity plan is.

Should the Chautauqua Self-Funded plan offer a Managed Care Option, the employee will have the option to change to it during the first five (5) years of their employment.

Should the Chautauqua Self-Funded plan offer a Managed Care Option, the new employee hired (after the plan is in effect) will be placed in that plan for coverage during the first five (5) years of their employment. At the end of the first five (5) years of employment, the individual may choose to shift their coverage to any plan offered at the open enrollment date.

Should an individual be hired from a district within the Chautauqua Self-Funded plan and already be enrolled in the Traditional Plan, they will be allowed to maintain their coverage in the Traditional Plan.

All employees have the option to participate in the abovementioned HMOs or Managed Care options based on the open enrollment dates currently in effect.

Utilization of the HMO by existing staff will be at the discretion of the employee.

ARTICLE XXX—SALARY COMPENSATION

A. 2011-2015 BA Schedule

**SALARY COMPENSATION
2011-2015**

| Step | 2011-2012 | Step | 2012-2013 | Step | 2013-2014 | Step | 2014-2015 |
|------|-----------|------|-----------|------|-----------|------|-----------|
| | | | | | | 1 | \$38,445 |
| | | | | 1 | \$38,159 | 2 | \$38,753 |
| | | 1 | \$37,781 | 2 | \$38,464 | 3 | \$39,163 |
| 1 | \$37,500 | 2 | \$38,084 | 3 | \$38,871 | 4 | \$39,676 |
| 2 | \$37,800 | 3 | \$38,487 | 4 | \$39,380 | 5 | \$40,291 |
| 3 | \$38,200 | 4 | \$38,990 | 5 | \$39,991 | 6 | \$41,111 |
| 4 | \$38,700 | 5 | \$39,595 | 6 | \$40,805 | 7 | \$41,757 |
| 5 | \$39,300 | 6 | \$40,401 | 7 | \$41,446 | 8 | \$42,372 |
| 6 | \$40,100 | 7 | \$41,035 | 8 | \$42,056 | 9 | \$42,951 |
| 7 | \$40,730 | 8 | \$41,640 | 9 | \$42,631 | 10 | \$43,474 |
| 8 | \$41,330 | 9 | \$42,209 | 10 | \$43,150 | 11 | \$44,125 |
| 9 | \$41,895 | 10 | \$42,723 | 11 | \$43,796 | 12 | \$45,027 |
| 10 | \$42,405 | 11 | \$43,363 | 12 | \$44,692 | 13 | \$45,938 |
| 11 | \$43,040 | 12 | \$44,249 | 13 | \$45,596 | 14 | \$46,698 |
| 12 | \$43,920 | 13 | \$45,257 | 14 | \$46,350 | 15 | \$53,950 |
| 13 | \$44,920 | 14 | \$46,350 | 15 | \$53,950 | 16 | \$62,700 |
| 14 | \$46,350 | 15 | \$53,950 | 16 | \$62,700 | 17 | \$64,632 |
| 15 | \$53,950 | 16 | \$62,700 | 17 | \$64,310 | 18 | \$67,034 |
| 16 | \$62,700 | 17 | \$64,310 | 18 | \$66,700 | 19 | \$69,828 |
| 17 | \$64,310 | 18 | \$66,700 | 19 | \$69,481 | 20 | \$71,613 |
| 18 | \$66,700 | 19 | \$68,963 | 20 | \$71,257 | 21 | \$74,801 |
| 19 | \$68,450 | 20 | \$70,727 | 21 | \$74,429 | 21 | \$74,801 |
| 20 | \$70,200 | 21 | \$73,875 | 21 | \$74,429 | 21 | \$74,801 |
| 21 | \$73,325 | 21 | \$73,875 | 21 | \$74,429 | 21 | \$74,801 |

1. Graduate Hours, Masters, and Ph.D. Payment.

| | |
|-----------------|-----------------------------|
| Graduate Hours | \$ 67.00 per graduate hour* |
| Master's Degree | \$ 975.00 |
| Doctorate | \$1,075.00 |

*Hours are paid for in blocks of three (3) hours at a rate of \$201 for the three hours.

B. Salary Schedule for School Nurse.

The Salary for School Nurse is on the chart immediately following this section.
The District will provide the 41-J Option under the State Retirement System to School Nurses.

Nurses shall be compensated at the rate of 1/200 of their Step 1 BA index computed salary divided by 7 hours to compute a rate paid during this contract for summer work.

C. Salary Schedule for Special Education Administrative Assistant

The Salary for Special Education Administrative Assistant is on the chart immediately following this section.

D. Salary Schedule for COTA:

The Salary for COTA is on the chart immediately following this section.

| Salary Schedule for 2011-2015 | | | | | | | |
|-------------------------------|----------|--|-------------------|----------|--|------|----------|
| School Nurses | | | Special Ed. Asst. | | | COTA | |
| Step | Salary | | Step | Salary | | Step | Salary |
| 1 | \$25,195 | | 1 | \$24,095 | | 1 | \$21,500 |
| 2 | \$26,236 | | 2 | \$25,147 | | 2 | \$22,253 |
| 3 | \$27,277 | | 3 | \$26,199 | | 3 | \$23,165 |
| 4 | \$28,418 | | 4 | \$27,251 | | 4 | \$24,277 |
| 5 | \$29,559 | | 5 | \$28,303 | | 5 | \$25,467 |
| 6 | \$30,800 | | 6 | \$29,355 | | 6 | \$26,715 |
| 7 | \$32,041 | | 7 | \$30,407 | | 7 | \$27,383 |
| 8 | \$33,282 | | 8 | \$31,459 | | 8 | \$27,983 |
| 9 | \$34,523 | | 9 | \$32,511 | | 9 | \$28,533 |
| 10 | \$35,764 | | 10 | \$33,563 | | 10 | \$29,133 |
| 11 | \$38,612 | | 11 | \$34,615 | | 11 | \$29,733 |
| 12 | \$39,577 | | 12 | \$35,667 | | 12 | \$30,433 |
| 13 | \$40,351 | | 13 | \$36,719 | | 13 | \$31,133 |
| 14 | \$41,225 | | 14 | \$39,099 | | 14 | \$31,833 |
| 15 | \$42,305 | | 15 | \$40,076 | | 15 | \$32,683 |
| 16 | \$43,179 | | 16 | \$40,932 | | 16 | \$33,383 |
| 17 | \$44,053 | | 17 | \$41,752 | | 17 | \$34,133 |
| 18 | \$44,947 | | 18 | \$42,582 | | 18 | \$34,878 |
| 19 | \$45,847 | | 19 | \$43,482 | | 19 | \$35,628 |
| 20 | \$46,747 | | 20 | \$44,467 | | 20 | \$36,353 |
| 21 | \$47,671 | | 21 | \$45,367 | | 21 | \$37,103 |

Individuals who are paid according to the above schedules will move down the schedule one (1) step each School year. If in the school year 2011-2012 the individual is paid on step 11 in one of the above columns, in 2012-2013 they would be paid on step 12 of the same column.

- E. Career Recognition Award.** After fifteen (15) years of service in the Frewsburg district, a member hired prior to 1978-79 may apply within their last three (3) years of teaching before retirement for a one-time Career Recognition Award of three thousand (\$3,000) dollars.
- F. Flex 125 Plans.** The Flexible Benefits Plan under the IRS Section 125 rule shall be incorporated not later than November 1, 1992. The District shall assume the administrative cost for all employees who wish to participate.
- G. Payment for Graduate Hours.** Supplements: Effective July 1, 2001, the rate will be two hundred one dollars (\$201) for each block of three (3) credit hours; up to a maximum of sixty (60) hours beyond the Bachelor's (BA+60 or MA+30). Any graduate hours beyond the BA+60 or MA+30 which are being paid on or before June 30, 1978, shall continue to be paid at the above rates. Such hours shall not require prior approval by the Board or administration if in the Major Field or a degree program. Specifically excluded from payment are all correspondence courses taken after July 1, 1978, or those not previously approved or accredited.

An employee who believes himself eligible for additional credit for graduate hours upon earning a Masters or Doctorate degree shall submit all supporting documentation (grade report, transcript, or other official college or university report) to the Superintendent by November 30 for the first semester or March 30 for the second semester.

The District will make retroactive payment to September 1 and the start of the second semester respectively.

Those employees who experience difficulty obtaining documentation from the respective college or university may consult with the Superintendent and show cause for special consideration. In such cases the Superintendent may provide retroactivity back to the claimed date when appropriate documentation is provided.

- H. Payroll Options.** At the beginning of each school year, teachers will choose to be compensated according to one of the following methods:

Plan 1: The contract salary shall be divided into twenty-five (25) equal parts and 1/25 of the contract salary shall be paid every other Friday. Any fractional part of salary remaining shall be paid in a lump sum at the end of June for that school year. Any teacher shall have the option of receiving one extra pay (1/25th of salary) on the last regular pay period in November if an amount equal to 1/25 of the salary has been withheld by then.

Plan 2: The contract salary shall be paid in equal installments every other Friday during the school year.

Once a plan is chosen, it may not be changed during the current school year.

- I. Reimbursement for Use of Personal Vehicle.** Reimbursement for authorized use of an employee's automobile to perform assigned school duties shall be made at the maximum rate allowed by the I.R.S. All claims for travel reimbursement shall be submitted on forms provided by the Board.
- J. Extracurricular Payment Schedule.** If a teacher accepts any of the following assignments, he/she shall be paid in accordance with the following schedules:

PAY FOR EXTRA CURRICULAR ACTIVITIES

Index value for 2011-12 will be \$234
 Index value for 2012-13 will be \$237
 Index value for 2013-14 will be \$242
 Index value for 2014-15 will be \$245

All payments to be rounded to the nearest whole dollar.

| | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> |
|-------------------------------------|---------------|---------------|---------------|---------------|
| Athletic Director | 14.5 | 15.5 | 16.5 | 17.5 |
| | | Co-directors | 8.75 each | |
| Varsity Basketball Boys | 13.5 | 14.5 | 15.5 | 16.5 |
| Assistant Basketball Boys | 9.5 | 10.5 | 11.5 | 12.5 |
| 7 & 8 th Basketball Boys | 6.5 | 7.5 | 8.5 | 9.5 |
| Varsity Football | 13.5 | 14.5 | 15.5 | 16.5 |
| Assistant Football | 9.5 | 10.5 | 11.5 | 12.5 |
| 7 & 8 th Football | 6.5 | 7.5 | 8.5 | 9.5 |
| Varsity Swimming Boys | 13.5 | 14.5 | 15.5 | 16.5 |
| Assistant Swimming Boys | 7.5 | 8.5 | 9.5 | 10.5 |
| Varsity Swimming Girls | 13.5 | 14.5 | 15.5 | 16.5 |
| Assistant Swimming Girls | 7.5 | 8.5 | 9.5 | 10.5 |
| Varsity Wrestling | 13.5 | 14.5 | 15.5 | 16.5 |
| Assistant Wrestling | 9.5 | 10.5 | 11.5 | 12.5 |
| Varsity Basketball Girls | 13.5 | 14.5 | 15.5 | 16.5 |
| Assistant Basketball Girls | 9.5 | 10.5 | 11.5 | 12.5 |
| 7 & 8th Basketball Girls | 6.5 | 7.5 | 8.5 | 9.5 |
| Varsity Baseball | 12.0 | 13.0 | 14.0 | 15.0 |
| Assistant Baseball | 7.0 | 8.0 | 9.0 | 10.0 |
| Varsity Softball Girls | 12.0 | 13.0 | 14.0 | 15.0 |
| Assistant Softball Girls | 7.0 | 8.0 | 9.0 | 10.0 |
| 7 & 8th Softball Girls | 6.0 | 7.0 | 8.0 | 9.0 |
| Varsity Track Boys | 9.0 | 10.0 | 11.0 | 12.0 |
| Assistant Track | 6.0 | 7.0 | 8.0 | 9.0 |
| Varsity Track Girls | 9.0 | 10.0 | 11.0 | 12.0 |
| Varsity Volleyball Girls | 6.0 | 7.0 | 8.0 | 9.0 |
| Varsity Volleyball Boys | 2.5 | 3.0 | 3.5 | 4.0 |

| | | | | |
|---|-----|------|------|------|
| Varsity Soccer Girls | 9.5 | 10.5 | 11.5 | 12.5 |
| Varsity Soccer Boys | 9.5 | 10.5 | 11.5 | 12.5 |
| JV Soccer Girls | 7.0 | 8.0 | 9.0 | 10.0 |
| JV Soccer Boys | 7.0 | 8.0 | 9.0 | 10.0 |
| Cross Country | 7.5 | 8.5 | 9.5 | 10.5 |
| Assistant Cross Country | 6.0 | 7.0 | 8.0 | 9.0 |
| Bowling | 5.0 | 5.5 | 6.0 | 6.5 |
| Golf | 5.5 | 6.0 | 6.5 | 7.0 |
| Tennis Boys | 4.5 | 5.0 | 5.5 | 6.0 |
| Tennis Girls | 4.5 | 5.0 | 5.5 | 6.0 |
| Cheerleading-Boys/Girls Home Basketball | 4.5 | 5.0 | 5.5 | 6.0 |
| Cheerleading-Jr. High Basketball | 3.0 | 3.5 | 4.0 | 4.5 |
| Cheerleading-Football | 3.0 | 3.5 | 4.0 | 4.5 |
| Cheerleading Jr. High Football | 2.0 | 2.5 | 3.0 | 3.5 |

| Co-Curricular: | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> |
|---|----------------------|----------------------|----------------------|----------------------|
| Yearbook | 13.5 | 14.5 | 15.5 | 16.5 |
| Dramatics (Elementary) Bear Players | 6.0 | 6.5 | 7.0 | 7.5 |
| Dramatics (Secondary) Bear Players | | | | |
| Technical Director | 5.5 | 6.0 | 6.5 | 7.0 |
| Artistic Director | 5.5 | 6.0 | 6.5 | 7.0 |
| Musical Director | 5.5 | 6.0 | 6.5 | 7.0 |
| Light board Supervisor | 3.5 | 4.0 | 4.5 | 5.0 |
| Student Council | 9.0 | 10.0 | 11.0 | 12.0 |
| Senior Class Adv. (Trip) | 7.0 | 8.0 | 9.0 | 10.0 |
| Senior Class Adv. (w/o trip) | 5.0 | 5.5 | 6.0 | 6.5 |
| Junior Class Advisor | 4.5 | 5.0 | 5.5 | 6.0 |
| Sophomore Class Advisor | 2.0 | 2.5 | 3.0 | 3.5 |
| Freshman Class Advisor | 1.5 | 2.0 | 2.5 | 3.0 |
| Dept. Chair. (w/1 per) includes: Core | 8.0 | 9.0 | 10.0 | 11.0 |
| Grade Level K-6 Team Leaders (w/no per) | 8.0 | 9.0 | 10.0 | 11.0 |
| Foreign Language Dept. Chair | 7.0 | 7.5 | 8.0 | 8.5 |
| Dept. Chair of Non-Core Courses | 7.0 | 7.5 | 8.0 | 8.5 |
| Camera Club | 4.0 | 4.5 | 5.0 | 5.5 |
| Oratorical | 4.5 | 5.0 | 5.5 | 6.0 |
| High School Bowl | 4.0 | 4.5 | 5.0 | 5.5 |
| School Newspaper | 4.0 | 4.5 | 5.0 | 5.5 |
| Elementary Yearbook Advisor | 4.0 | 4.5 | 5.0 | 5.5 |
| Band Advisor | 3.5 | 4.0 | 4.5 | 5.0 |
| Marching Band Advisor | 12.5 | 13.5 | 14.5 | 15.5 |
| Color Guard Advisor | 3.0 | 3.5 | 4.0 | 4.5 |
| Marching Band Camp Assts. | .21 per day | | | |
| Elementary Chorus | 3.5 | 4.0 | 4.5 | 5.0 |
| MS-HS Choral Advisor | 3.5 | 4.0 | 4.5 | 5.0 |
| Pep Band | 3.0 | 3.5 | 4.0 | 4.5 |
| Pep Club; including Homecoming | 3.5 | 4.0 | 4.5 | 5.0 |
| Honor Society Advisor | 3.0 | 3.5 | 4.0 | 4.5 |
| School Photographer | 1.0 | 1.5 | 2.0 | 2.5 |
| SADD | 3.0 | 3.5 | 4.0 | 4.5 |
| Mock Trial Advisor | 3.5 | 4.0 | 4.5 | 5.0 |
| Envirothon | 2.0 | 2.5 | 3.0 | 3.5 |
| Science Fair | 3.0 | 3.5 | 4.0 | 4.5 |
| Newsletter | 8.0 | 8.5 | 9.0 | 9.5 |

Specials:

| | |
|--|------|
| Adult Education Director | 15.5 |
| Supervisor Basketball Games (Guard) | 0.17 |
| Supervisor Basketball Games (No Guard) | 0.25 |
| Supervisor Football Games (Guard) | 0.17 |
| Supervisor Football Games (No Guard) | 0.25 |
| Supervisor Girls' Basketball Games (Guard) | 0.17 |
| Supervisor Girls' Basketball Games (No Guard) | 0.25 |
| Supervisor Wrestling Matches (Guard) | 0.17 |
| Supervisor Wrestling Matches (No Guard) | 0.25 |
| Supervisor Swimming Meets (as needed) (Guard) | 0.17 |
| Supervisor Swimming Meets (as needed) (No Guard) | 0.25 |
| Ticket Taking | 0.17 |

| | |
|--------------------------------------|--|
| <hr/> | |
| Adult Scorekeeper (Home and Away) | |
| Varsity Basketball Boys | 2011-12 \$29/game |
| JV Basketball Boys | 2012-15 \$30/game |
| Modified Basketball Boys | if same night add \$13 |
| Varsity Basketball Girls | |
| JV Basketball Girls | |
| Modified Basketball Girls | |
| Wrestling | |
| <hr/> | |
| Adult Timekeeper (Home) | |
| Varsity Basketball Boys | 2011-12 \$29 /game |
| JV Basketball Boys | 2012-15 \$30/game |
| Modified Basketball Boys | if same night add \$13 |
| Varsity Basketball Girls | |
| JV Basketball Girls | |
| Modified Basketball Girls | |
| Wrestling | |
| <hr/> | |
| Adult Scorekeeper /Timekeeper (Home) | |
| Varsity Football | 2011-12 \$29/game |
| JV Football | 2012-15 \$30/game if same night add \$13 |
| Modified Football | |
| Varsity Soccer Boys | |
| JV Soccer Boys | |
| Varsity Soccer Girls | |
| JV Soccer Girls | |
| Swimming Boys | |
| Swimming Girls | |
| Volleyball | |
| Varsity Baseball | |
| JV Baseball | |
| Varsity Softball | |
| JV Softball | |
| Modified Softball | |
| <hr/> | |
| Weight Room Instructor/Supervisor | 2011-2012 \$11/session 2012-2013 \$15/session 2013-2014 \$15/session |
| Life Guards* | 2014-2015 \$15/session Session equals 1 hour |
| <hr/> | |
| Detention Hall Sup. [RHJ & H.S.] | 2011-2012 \$29/session 2012-2013 \$29/session 2013-2014 \$30/session 2014-2015 \$31/session |
| <hr/> | |
| Five Hour Driver Ed. Course | 2011-2012 \$29/session 2012-2013 \$29/session 2013-2014 \$30/session 2014-2015 \$31/session |
| <hr/> | |

2011-2015

| | |
|--------------------------------------|------------|
| Dean's Salary | \$5,125.71 |
| Instructional Services Coordinator** | \$4,090.68 |
| Grants & Titles Chairperson | \$2,275.00 |
| School Transition Coordinator | \$1,000.00 |
| Mentor Coordinator | \$ 675.00 |
| Mentor(s) per individual | \$ 500.00 |
| Data Management Specialist | \$4,000.00 |

At the discretion of the administration, each teacher shall be required to supervise one (1) student function not related to those activities included in the regular Extra-Curricular Activity Schedule; and that any teacher who is required to serve in this capacity shall be compensated at the rate of 1/200 of the teacher's regular annual salary providing such supervision required over four (4) consecutive hours of that teacher's time.

Prior to October 1 of each school year, each extra-curricular advisor is to submit a written report to the administration listing the goals and the planned activities for the club for that particular school year. Prior to June 1 of that same school year, a status report will be submitted by the advisor explaining the progress achieved toward the written goals and the actual activities that were held by the club.

* Lifeguards. At the beginning of each school year, a list of teachers who are certified lifeguards and volunteer to be employed as lifeguard monitors shall be established. Lifeguard monitors shall be employed outside the scope of regular school hours (RHJ—8:30 a.m.-3:10 p.m.; high school—7:31 a.m.-2:10 p.m.) in situations such as pool parties, Saturday swim sessions, etc. The rate of compensation shall be \$20 per hour.

** Instructional Services Coordinator: The Association is willing to allow the District to continue its current policy of filling this position with a District administrator. However, the Association is not waiving its claim to this position as unit work. The District and the Association mutually agree that when the current non-unit employee leaves the position, the right of first refusal will be given to any qualified Association member who applies for said position. This in no way mandates the District to fill this position if they do not wish.

K. District Payment for Coaching Certification. Pursuant to NYS Education Law, all coaches shall become certified within the first three (3) years of coaching. The District shall pay the cost of courses taken through BOCES to accomplish this.

L. Attendance at School Activities. All teachers shall be entitled to attend, free of charge, all school activities, including athletic events.

M. Homebound/Curricular Development/Driver Ed.

- 1. Home & Hospital Bound/ Payment.** The District and the Association recognize the need for short-term home and/or hospital bound instruction for students,, and in order to expedite the process of assignment of instructors for these students, the District and the Association agree that the District will post one time (prior to September 30) annually for any certified teacher currently employed who wishes to be placed on a list of teachers available for home or hospital bound instruction. Once this list has been developed, should a student need home or hospital bound instruction, the District agrees to give that student's teacher(s) the right of first refusal on accepting the task assignment. This list will be reported and redeveloped annually.

Teachers of the home or hospital bound shall be compensated for each hour of direct instruction at the rate of:

- Twenty-nine dollars (\$29) hour effective July 1, 2011
- Twenty-nine dollars (\$29) hour effective July 1, 2012
- Thirty dollars (\$30) hour effective July 1, 2013
- Thirty-one dollars (\$31) hour effective July 1, 2014

Travel from the school to the home or hospital and back to the school will be compensated at the IRS mileage allowance level. Claims for travel reimbursement shall be submitted on forms provided by the District.

- 2. Curriculum Development Program.** Teachers participating in curriculum development work will first submit a written request/proposal to the Superintendent. Upon receiving written approval from the Superintendent and completing the curriculum development work teachers will be pad the rate of.

- Twenty-nine dollars (\$29) / hour effective July 1, 2012
- Twenty-nine dollars (\$29) / hour effective July 1, 2012
- Thirty dollars (\$30) / hour effective July 1, 2013
- Thirty-one dollars (\$31) / hour effective July 1, 2014

Prorated into fifteen (15)-minute segments.

Proposal for curriculum work shall include the nature of the work to be done, the output of the work, and the proposed number of hours being requested.

Pre-approved curriculum development work will occur at any time outside of the regular work schedule. This includes, but is not limited to, after school hours, weekends, holidays, and during the summer months.

- 3. Driver Education Payment.** Driver Education Instruction shall be compensated for each hour of instruction as follows:

- Twenty-nine dollars (\$29) hour effective July 1, 2011
- Twenty-nine dollars (\$29) hour effective July 1, 2012
- Thirty dollars (\$30) hour effective July 1, 2013
- Thirty-one dollars (\$31) hour effective July 1, 2014

N. School Closing.

- 1. Minimum Work Year.** The official closing of school by the Superintendent on account of severe weather or other emergency conditions shall not result in loss of pay, but lost time may have to be made up, in order to meet pupil attendance of one hundred eighty (180) school days.
- 2. No Deduction from Sick Leave.** Any teacher who is on sick leave with pay on days when school is closed due to severe weather or other conditions shall receive the same pay as he/she would have received if school had been in session on such days. No deduction from days of sick leave time shall be made for such days.

O Re-employment by District. Any former teacher of the Frewsburg Central School District who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the school district. Proper credit will be given for professional advancement should the teacher have advanced to a higher academic degree level since leaving the school district.

P. Salary Adjustment for Graduate Work. All adjustments in salary occurring as a result of additional education and preparation shall be effective at the beginning of the semester next succeeding the date of the conclusion of the course work. The Board shall receive an official transcript or certificate indicating satisfactory completion.

Q. Per Diem Substitute Teachers. Substitute teachers will be compensated according to local policy.

R. Long-term Substitutes. Substitutes employed for a full semester will receive one-half (1/2) the Step 1 salary on the appropriate training level column and will be entitled to fringe benefits as would accrue to regularly employed teachers except in the case of sick leave which would be cut in half.

S. Definitions for Teachers Holding a Master's Degree in Their Field.

1. When the degree does not state that it is in a certain field, the work for this degree shall contain at least eighteen (18) hours of work in the teacher's field or allied fields provided that fifteen (15) hours are in the teacher's major field. When a teacher does meet these requirements, he/she may apply for the Master's Schedule.
2. Degrees in other areas will not be honored until such time as a teacher changes his/her position to one in the field. (Examples: Administration, Supervision, Guidance, etc.).
3. Master's Degree in Elementary Education: A Master' Degree including any sequence of courses acceptable toward the Degree, will be considered except in educational administration, supervision, and guidance. Courses in these fields may not be used as a major.
4. Masters in Field shall be reimbursed as follows: \$975 Effective July 1, 1997.

T. Rate of Deductions. Whenever a deduction in pay is necessary, the deduction will be at the rate of 1/200 of the teacher's regular annual salary for each day to be deducted.

- U. **Guidance Counselors Additional Work Days.** Guidance Counselors may be requested to work additionally during the summer vacation and will be compensated at the rate of 2.5% of annual salary for each week worked or 1/200 of annual salary for each individual day worked. The Board's request for summer guidance work is contingent upon the yearly need for such services as determined by the Board and Administration.
- V. **Course Payment Beyond MA+30/BA+60.** Commencing with courses taken after July 1, 1978, hours beyond the A-3M (MA+30) or A-3 (BA+60) schedules will be paid an amount equal to the actual cost of the tuition and required fees for each hour acquired. This payment will represent a onetime cost.
- W. **Doctorate Degree Payment.** Subject to the same provisions governing the "Master's In Field" as stated in Section T above, payment will be made for a Doctorate Degree as follows: \$1,075 Effective July 1, 1997.
- X. **Teaching Assistant Positions.** Salaries for teaching assistant positions shall be established at the rate of seventy-five (75%) percent of the teacher's salary at the experience step of the BA schedule.
- Y. **National Board Certification.** National board certification is a symbol of professional teaching excellence. It focuses on knowledge, performance, and professional judgment
 Any Frewsburg teacher who attains the above certification, or who is hired into the district already holding such certification will have \$1,000 per year placed into the employee's(s') 403(b) account by the District each year for a period of no more than three (3) years, during which the employee must serve as a full-time faculty member to receive said payment. Payment to be deposited no later than the end of the first paycheck in September.

ARTICLE XXXI—GRIEVANCE PROCEDURE

A. **Declaration of Purpose.**

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

B. **Definition.**

1. **Grievance.** A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment, including any claimed violation, misinterpretation, miss-application or inequitable application of this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and Administration related to terms and conditions of employment.

2. **Supervisor.** The term shall mean any department chairman, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief school officer.
3. **Chief School Officer.** The chief school officer is the Superintendent of the District.
4. **Association.** The Association shall mean Frewsburg Faculty Association.
5. **Aggrieved Party.** The aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. **Party in Interest.** The party in interest shall mean the Grievance Committee of the Association and any party named in a grievance as well as the aggrieved party.
7. **Grievance Committee.** The grievance committee is the committee created and constituted by the Frewsburg Faculty Association.
8. **Hearing Officer.** The hearing officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Procedures.

1. **What Must be Included in a Grievance.** All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement or policies involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. **How Decisions are communicated.** Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher and the Association.
3. **Where to Begin if a Group is affected.** If a grievance affects a group of teachers and is associated with system-wide policies, it may be submitted by the Association at Stage 2 described below.
4. **Preparation & Processing.** The preparation and processing of grievances shall take place outside the regular school day.
5. **Facilitation of Investigation.** The Board of Education and the Association agree to facilitate any investigation which may be required.
6. **Right to Cross-examine Witnesses.** Except as otherwise provided in Sections E. 1.a and E.1.b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
7. **No Reprisal.** No reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, and any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

8. **Form Development & Distribution.** Whenever it is deemed necessary, forms for filing grievances, serving notices, taking appeals and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure. The grievance form set forth at the end of this Article shall be reproduced and made available for use at E.1, Stage 1.b, of this grievance procedure.
9. **No Limit on Discussion without Association.** Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally adjusted without intervention of the Association. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
10. **Legal Waiver Does Not Impact Entire Contract.** If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other legal provisions or applications will continue in full force and effect.
11. **No Mandate to Grieve.** The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided.
12. **Official District Files.** The Board will set up necessary filing of grievance records. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education and the Association.

D. Time Limits.

1. **Limits May Be Mutually Extended.** Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. **First Stage within 15 Days.** No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is submitted at the first available stage within fifteen (15) school days after the occurrence of the facts on which the grievance is based or giving of notice of such facts to the teachers, whichever is later.
3. **If Not Appealed to Next Step.** If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed discontinued and further appeal under this agreement shall be barred.
4. **Failure to Communicate Decision.** Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative or his/her Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. **Grievance Filed After June 1.** In the event a grievance is filed on or after the first of June which, if left unresolved until the beginning of the following school terms, could in the judgment of the aggrieved party, result in irreparable harm to the teacher or group of teachers concerned, the grievance procedure would be exhausted by September 1st.

E. Stages.

1. STAGE 1: Immediate Administrator or Supervisor

- a. A teacher having a grievance will discuss it with his immediate administrator or supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate administrator or supervisor within ten (10) school days after the informal presentation. Within five (5) school days after the written grievance is presented to him the immediate administrator or supervisor shall render a decision thereon, in writing, and present it to the teacher or his designated representative.

2. STAGE 2: Chief School Officer.

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief School Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) school days after receipt of the appeal, the Chief School Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

3. STAGE 3: Board Of Education.

- a. If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive shall be available for the use of the Board of Education.
- b. Within ten (10) school days after receiving the written grievance, the Board will meet with the Grievance Committee and the aggrieved person for the purpose of resolving the grievance.
- c. Within five (5) school days after the conclusion of the above meeting, the Board will render a decision, in writing, on the grievance form.

4. STAGE 4: Arbitration.

- a.** After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision at Stage 3.
- b.** A request for a list of arbitrators will be made to the American Arbitration Association by the Association or its representative. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c.** The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole power of the arbitrator shall be to determine whether established policy or the terms of this Agreement have been misinterpreted or inequitably applied, and the arbitrator shall have no power or authority to make any decision which modifies, alters, or amends any existing policy or the terms of this Agreement or which is violate of the terms of this Agreement. The arbitrator shall not substitute his/her judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:
 - 1. Where an issue to be determined by the arbitrator is an issue of fact;
 - 2. Where the issue before the arbitrator involves the interpretation of the terms of this Agreement.
- d.** The decision of the arbitrator shall be submitted to the Board and to the Association, and subject to law and the foregoing stipulations of this Agreement shall be final and binding in respect to the interpretation, meaning, or application of any provision of this Agreement or of any existing school policies. Other recommendations of the arbitrator shall be advisory only and no judgment may be entered thereon.
- e.** The costs for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.
- f.** The parties agree to the rotation of three (3) witnesses at arbitration hearings plus one (1) member of the grievance committee to be in attendance during the course of the hearing with a maximum limit of four (4) substitutes to be provided to cover personnel involved in the hearing. There will be no loss of salary or leave time for witnesses or grievance committee representatives. This applies to hearings held within a ten (10) mile radius of the school. If the distance is greater than ten (10) miles, the number of witnesses would be extended to assure presentation of testimony uninterrupted by time lapses.

F. Grievance Form

GRIEVANCE FORM

Teacher's Name _____ Date _____

Building _____ Subject/Grade _____

Nature of Grievance _____

Settlement Desired _____

Signed _____ Signed _____
(Teacher) (For the Association)

Immediate Supervisor Reply _____

Date _____ Signed _____
(Immediate Supervisor)

Fill out in quadruplicate and distribute to:

1. Immediate Supervisor
2. Association President
3. Grievance Committee Chairman
4. Teacher
5. Superintendent

ARTICLE XXXII—TEACHER-ADMINISTRATION LIAISON COMMITTEE

- A. **Composition of Committee.** The Association shall establish a committee of six (6) teachers which shall meet monthly with the three (3) administrators for the purpose of discussing current school problems, practices and the implementation of this agreement.
- B. **Monthly Meetings.** Any such meeting may be canceled or adjourned by mutual consent. In the event of a pressing current problem, either party, by mutual consent, may call an additional meeting.
- C. **Agenda.** One (1) week in advance of the monthly meeting, each group will submit to the other group items for the agenda. The committee will take up, alternatively, items from the administration and association, with the purpose of resolution of the problems and harmonious relations.
- D. **Meeting with Board of Education.** Upon the committee's written request, a meeting with the Board shall be scheduled to discuss matters of mutual concern.

ARTICLE XXXIII—ACADEMIC FREEDOM

- A. **Guarantee.** Academic freedom is hereby guaranteed to teachers.
- B. **Freedom from Censorship.** The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to inculcate an appreciation of the values of individual personality. It is recognized that these objectives can best be attained in an atmosphere free from censorship and artificial restraints upon free inquiry and learning, and in which the academic freedom of the teacher and student is encouraged.
- C. **Individual Freedom.** Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interest of the school and to exhibit by appropriate examples, the basic objectives of a democratic society.

ARTICLE XXXIV—NEW TEACHERS

- A. **Basic Degree Required.** No new teacher who has not received a bachelor's degree from a recognized college or university shall be employed by the Board in a regular teaching assignment. The school nurse is exempted from this provision.
- B. **Notification to Association President.** The Association President shall be notified in writing immediately of the names of all teachers hired and their salary placement.

ARTICLE XXXV—REDUCTIONS IN PERSONNEL

- A. **Binding Agreement.** This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

- B. Continued Recognition Assured.** In the event this district shall be combined with one or more districts, the Board assures the continued recognition of the Association and the continued employment of its members in such consolidated or enlarged districts.
- C. Retention during Layoff.** Should changes in student population or other condition make necessary a reduction in the number of teachers employed by the Board, the Board will retain those tenured teachers with the longest service in the District within their area of certification. In the case of non-tenured teachers, the Board will retain those teachers with the best evaluation ratings in the District within their area of certification.
- D. Basis for Rehiring.** In the event of a reduction in staff, seniority in each area of certification shall be the basis for re-hiring in relation to tenured personnel and seniority and evaluation ratings in each area of certification shall be the basis for re-hiring in relation to probationary personnel.

ARTICLE XXXVI—PROFESSIONAL IMAGE

- A. Professional Image.** Teaching is a professional business which requires teachers to make daily contact with students, related professionals, parents, and community members. The impression projected is often initiated by how we are dressed. As professionals, it is expected that teachers will project a professional image. District administrators may provide guidance and suggestions to teachers who, in their judgment, do not project a professional image.

ARTICLE XXXVII—DUES DEDUCTION

- A. Authorization to Deduct.** The Board agrees to deduct from the salaries of its teachers dues for the Frewsburg Faculty Association and the New York State United Teachers, as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Treasurer of the Frewsburg Faculty Association. Teacher authorization will be in writing in the form set forth below:
- B. Certification of Dues by Association.** The Association will certify to the Board in writing the current rate of the membership dues of the Association named in Section an above. The Association will give the Board thirty (30) days written notice prior to the effective date of any such change.
- C. Number of Deductions.** Deductions referred to in Section A above will be made in equal payments from the first ten (10) full pay periods.
- D. Annual Authorization Deadlines.** No later than September 30 of each year and March 1 for teachers hired at mid-year the Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association named in Section A above. Any teacher desiring to have the Board discontinue deductions he/she previously authorized must notify the Board and the Association concerned in writing by September 10 of each year for that school year's dues.

- E. Exclusive Representative Rights.** The Board agrees that it will not accord dues deduction or similar check-off rights to any other organization representing the personnel specified in this agreement while this Association is the legally recognized negotiating unit.
- F. Agency Fee Deduction.** An agency fee, as determined by the Association, shall be paid to the Association by all new hires and present members of the Association who choose not to rejoin the Association.
1. An agency fee, as determined by the Association, shall be paid to the Association by each member of the bargaining unit who is not a member of the Association.
 2. Unless the agency fee is paid in full to the Association by September 25 of each school year, the District will deduct the agency fee from the bargaining unit member's salary in accordance with Sections B and C of this article.
 3. The association shall provide a list of those bargaining unit members for whom deductions shall be made no later than October 1 of each school year or no later than thirty (30) days from the date of employment of each person hired after September 10 of each school year.
- G. Vote-Cope Payroll Deduction Procedure**
1. The District will deduct Vote-Cope contributions, in the amount designated by the employee, from the salaries of the employees who voluntarily execute the Vote-Cope deduction form.
 2. The monies deducted under Section 1 above shall be transmitted by the District by check to "Vote-Cope" on the pay date that each deduction is made. The Association will provide the District with pre-stamped and pre-addressed envelopes for the purpose of mailing checks to Vote-Cope.
 3. The Association shall submit to the District a list of those employees who authorized deductions and the amount to be deducted. The District shall submit to the Association a list of those employees from whom deductions have been made.
 4. Deductions shall be made from twenty (20) consecutive paychecks beginning with the first paycheck from which said monies were deducted.
 5. Deductions based on newly submitted deduction forms will begin in the first paycheck after the deduction form is filed with the payroll clerk.

6. Vote-Cope is a calendar year deduction. A copy of the Vote-Cope deduction form is set forth below:

VOTE-COPE PAYROLL DEDUCTION AUTHORIZATION FORM

Name _____
(Last) (First) (Middle)

Social Security Number _____

District Name _____

Association _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Frewsburg Faculty Association, to deduct from my salary and transmit such monies in the amount of \$ _____ per check for VOTE-COPE contribution... I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in the District or until revoked by me in writing between September 1 and September 15th of any given year.

Member's Signature _____

Date _____

H. Benefit Trust Deductions

1. The District shall check-off and remit payments to NYSUT Benefit Trust upon submission of a signed authorization to the business office from any member of the bargaining unit. Such check-off may be discontinued upon signed authorization from the employee to the business office. The employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Trust with a list of all employees and the check-off amount the employee has authorized.
2. The Association shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the District to comply with the terms of this article, or in reliance on a certification issued by the Association.

ARTICLE XXXVIII—DRUG FREE SCHOOL PLAN AND E.A.P

- A. Unlawful Activities.** The unlawful consumption, sharing and/or selling, use and/or possession of illicit drugs and alcoholic beverages by bargaining unit members in the

workplace are prohibited. Disciplinary action for violations of this prohibition shall be consistent with the provisions of state and federal statutes and with the terms of any applicable provisions of the current Agreement between the Association and the district, or by referral to drug rehabilitation programs through the EAP set forth below.

- B. Smoking Policy.** The Board recognizes and continues in full force and affects any smoking policy(s) previously adopted by the Board and agreed to by the bargaining unit.
- C. Training of Bargaining Unit Personnel.** Bargaining unit personnel shall be trained to reinforce the components of the student drug policy of the District through in-service and community programs with up-to-date factual information and materials. Such training shall be consistent with the terms of any negotiated agreement(s) between the District and the Association.
- D. Implementation and Funding of E.A.P.** The District shall implement and fully fund participation in the Employee Assistance Programs of (ADDIS), or any other mutually agreed upon employee assistance program, by bargaining unit members and shall provide to the employee information about any available drug and alcohol counseling and rehabilitation programs available to employees.

ARTICLE XXXIX—MISCELLANEOUS PROVISIONS

- A. Agreement Supersedes.** This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher agreements heretofore in effect. All future individual teacher agreements shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Printing of Agreement.** Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed or hereafter employed by the Board. Up to fifty (50) additional copies shall be available to the Association upon request of the Association President.
- C. Contrary to Law.** If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Agreement Between.** This Agreement shall be exclusively between the Board and the Frewsburg Faculty Association and not be dependent upon the approval of any other organization.
- E. Classroom Interruptions.** Classroom interruptions shall be permitted only in case of need. Long distance telephone calls, and all personal calls, shall be considered necessary and teachers will be notified immediately of such calls. Teachers will answer these calls at their own discretion.
- F. County-wide School Calendar.** The Superintendent will consult with the Association President prior to any commitments to a county-wide school calendar. The Board will consider suggestions from the Association through the Superintendent before adopting the school calendar.

- G. Conditions of Employment.** Conditions of employment and general working conditions shall be maintained at existing standards except for good, proper, and compelling reasons.
- H. Joint Code of Ethics.** The New York State School Boards Association and the New York State United Teachers have jointly issued the following statements as common beliefs, which shall be adopted by the Board and the Faculty Association.
1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and the prerogative of the Board to determine final policy.
 2. The teacher is obligated to adhere to the school board policy; the school board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
 3. The teacher and the school board transact all official business through proper channels and hold inviolate all confidential information.
 4. The teacher and the school board recognize their obligations to develop growing appreciation and understanding of the principle of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
 5. The teacher and the school board agree that due notice in fair time to be given in all cases of appointment, resignation, or termination of service.
 6. The teacher and the school board avoid disparagement of fellow workers and predecessors.
 7. The teacher and the school board are impartial in all relationships with the pupil.
 8. The teacher and the school board encourage able and promising students to enter the teaching profession.
 9. The teacher receives from the administrator candid appraisal of his work and help with his problem, the school board requires such supervisory assistance.
 10. The teacher actively participates in the work of local, state and national professional educational associations; the school board actively participates in the work of township, county, district, state and national school boards associations.
 11. The teacher uses ethical procedures in securing positions and in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
 12. The teacher accepts no compensation from firms commercially interested in the school; no member of the school board accepts such compensation.
 13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.
 14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides healthful teaching environment.

- 15. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the school board stimulates and encourages professional growth of the teacher.
- 16. The teacher is proud of his/her profession; the school board is proud of its teacher.

I. Legislative Action.

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

ARTICLE XL—DURATION

The provisions of this extended Agreement shall be effective July 1, 2011, through June 30, 2015, except as otherwise herein provided in this Agreement, and shall remain in full force and effect for so long as the Association is recognized under the current recognition of any automatic extension or renewal thereof as the exclusive representative of the employees of the Board in the employer-employee negotiating unit as presently defined.

Provided, however, that either party wishing to amend this Agreement as herein provided may so notify the other by November 1 of the topics as to which modification is desired and the parties will thereupon negotiate such modification pursuant to the provisions hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____.

FREWSBURG FACULTY ASSOCIATION

SUPERINTENDENT OF SCHOOLS

By _____
Robin Trapani, President

By _____
Danielle O’Connor, Superintendent

APPENDIX A

COMPONENTS OF PROFESSIONAL PRACTICE
The Danielson Framework in the Annual Professional Performance Review
Of the Frewsburg Central School District

Teacher: _____ **Date:** _____

Evaluator: _____

The APPR of the Frewsburg Central School District will evaluate each member of the faculty in relationship to the following domains, which are taken from *The Danielson Framework* (Danielson and McGreal, 2000).

Each domain will be evaluated using the following levels of performance:

- Distinguished:** Extensively meeting the domain components
- Proficient:** Solidly meeting the domain components
- Basic:** Generally meeting the domain requirements
- Unsatisfactory:** Meeting the minimal components of the domain

Domain #1: Planning and Preparation.

The teacher organizes and plans systematic instruction. Its components are:

- Demonstrating knowledge of content
- Demonstrating knowledge of students
- Selecting instructional goals
- Demonstrating knowledge of resources
- Designing coherent instruction
- Assessing student learning

Level of Performance: _____

Additional Comments: _____

Domain #2: The Classroom Environment.

The teacher uses an understanding of the individual and group motivation and behavior to create a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation. Its components are:

- Creating an environment of respect and rapport
- Establishing a culture for learning
- Managing classroom procedures
- Managing student behavior
- Organizing physical space

Level of Performance: _____

Additional Comments: _____

Domain #3: Instruction.

The teacher understands and uses a variety of instructional strategies, including use of technology, to encourage the student's development of critical thinking, problem solving, and performance skills. Its components are:

- Communicating clearly and accurately
- Using questioning and discussion techniques
- Engaging students in learning
- Providing feedback to students
- Demonstrating flexibility and responsiveness

Level of Performance: _____

Additional Comments: _____

Domain #4: Professional Responsibilities.

This area addresses a teacher's professional responsibilities and growth. Its components are:

- Reflecting on teaching
- Maintaining accurate records
- Communicating with families
- Contributing to the school and district
- Growing and developing professionally
- Showing professionalism

Level of Performance: _____

Additional Comments: _____

This Annual Professional Performance Review was discussed on _____
(Date)

Teacher: _____
(Signature)

Evaluator: _____
(Signature)

_____ **Check here if comments are attached.**

APPENDIX B

**Frewsburg Central School
TEACHER IMPROVEMENT PLAN**

Teacher: _____

Administrator: _____

This plan is to be used after reasonable attempts have been made with the teacher to improve his/her performance in the identified areas.

To be completed by the administration:

A. Performance area(s) in which improvement is needed:

B. Statement of objectives to be accomplished:

C. Measurement Criteria:

To be completed by the teacher after discussion with the administration:

D. Plan of Action:

1. Description

2. Timeline

3. Required Resources

To be signed after a conference with the teacher, principal, and faculty association representative:

Conference Date:

Teacher's Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

Faculty Association
Representative's Signature: _____ Date: _____

2. Pupil Control:

*Creates a climate for effective learning. (Exercises good judgment in regards to physical welfare of students)

*Gains respect of pupils.

*Exercises constructive and positive discipline. (Response to misbehavior is effective and sensitive to students' individual needs)

*Monitors the attention of individual students throughout the learning period.

| (E) | (S) | (NI) | (U) | (NA) |
|-----|-----|------|-----|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Description and Organization of Lesson:

3. The following good practices were observed and should continue:

4. Recommendation for improvement and/or points for consideration:

5. Sound practices and/or areas for improvement outside this observation:

6. Other:

We have discussed this observation on _____.

Evaluator: _____

Teacher: _____

Check here if teacher comments are Attached. _____

Original: Teacher Personnel File
Copies: Evaluator
Teacher

APPENDIX D

DUES AUTHORIZATION CARD

Social Security Number _____

Name _____
(Last) (First) (Middle)

District Name: _____ FREWSBURG CENTRAL SCHOOL

Association: _____ FREWSBURG FACULTY ASSOCIATION

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to say Association, dues as certified by said Association for those organizations indicated below. In case of termination of employment, the Board of Education shall deduct the remainder of the annual dues for the year from my final paycheck. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing.

Teachers Organization:

United Profession (FFA, NYSUT, AFT, NEA)

Signed _____

Date _____