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COLLECTIVE NEGOTIATIONS AGREEMENT

between

SUPERINTENDENT OF SCHOOLS

FREDONIA CENTRAL SCHOOL DISTRICT

and

THE FREDONIA TEACHERS' ASSOCIATION

Begins: July 1, 2013

Ends: June 30, 2017

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PREFACE

I. Recognition

The Fredonia Central School District reaffirms its recognition of the Fredonia Teachers' Association as the exclusive bargaining agent for the teachers employed by the District, including long term substitutes, appointed by the Board of Education for ninety (90) days or more of service, and excluding any positions requiring administrative certification. Such recognition shall extend continuously for the maximum period as provided by law. The Board of Education agrees to negotiate solely with the Fredonia Teachers' Association for the duration of this Agreement.

II. Duration

This Agreement shall be effective as of July 1, 2013 and shall continue through June 30, 2017.

III. Opening Negotiations

The respective spokespersons for the District and the Association shall establish the procedures for the exchange of proposals. This exchange will take place by April 15, 2017.

IV. Gender Use

Wherever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the masculine gender.

CALENDAR

The Superintendent and the President of the Fredonia Teachers' Association will jointly develop and propose the calendar that the Superintendent will recommend to the Board for final adoption. The teacher work year will be no longer than 184 days. At least 5 of these days will be used for in-service or professional staff development. Two of the in-service days (one in August and one during the school year) will be for curriculum work or other teacher planned activity that is approved by the Building Principal.

CLASS SIZE

I. Primary (Pre K-2)

Every reasonable effort will be made to limit the class size in the primary grades to a maximum of twenty-one (21) pupils.

II. Elementary (3-4)

Every reasonable effort will be made to limit the class size in the elementary grades to a maximum of twenty-five (25) pupils.

III. Middle (5-8)

Every reasonable effort will be made to limit the class size in the middle school to a maximum of twenty-five (25) pupils.

IV. Secondary (9-12)

At the secondary level, every reasonable effort shall be made to limit the number of pupils assigned to an instructional unit to a maximum of twenty-five (25).

TEACHER DAY

In order to provide flexibility of the instructional day and scheduling configurations that meet student needs while at the same time assuring sufficient planning time for teachers, the following items will be incorporated into any schedule that is used for teachers:

1. All teachers will have a one-half (1/2) hour duty free lunch scheduled on a daily basis.
2. K-4 teachers and shared staff, as identified in the FTA Bargaining Unit, shall have at least one forty (40) minute planning period during the instructional day. Pre-K teachers will have 40 minutes of planning time during the instructional day.
3. The Pre-K-4 workday will consist of no more than seven (7) hours/day.
4. The 5-12 workday will consist of no more than seven (7) hours and twenty (20) minutes/day.
5. 5-12 teachers shall have the equivalent of five (5) classes, one (1) supervisory period, and at least one (1) planning period per day which may be balanced and distributed over a blocked rotating period 5-12 teachers may be assigned to hall duty or homeroom.
6. Whenever a teacher has a teaching schedule that requires traveling between Wheelock and the Main Campus on a daily basis, a minimum of thirty (30) minutes time will be structured into the teacher's schedule to accommodate travel and set-up each time he changes campuses. A teacher traveling between the elementary and the middle or high school shall have a minimum of ten (10) minutes travel time built into his schedule each time he travels from one building to the other. This time will be in addition to planning and lunch, which shall be scheduled for a specific building.

If a teacher's workday begins at the starting time of the 5-12 day, it will conclude at the ending time of the 5-12 day. If the workday begins at the starting time of the Pre-K-4 day, it will conclude at the ending time of the Pre-K-4 day.

The faculty accepts the concept that other supervisory duties may be required from time to time in order to operate an orderly school.

BLOCK SCHEDULE—Grades 9-12

The block schedule will be developed using the following guidelines:

A normal teaching load over a two-day period will be:

- 5 block class periods over a two-day period (no more than three in one day).
- 1 block supervisory assignment consisting of one of the following:
A teacher having a full block supervisory period every two days for the entire year.
A teacher having a ½ block supervisory period every day for the entire year.
- At least the equivalent of one block planning period per day.
- Availability for student help until 3 p.m. on Monday through Thursday.

A full block period shall not exceed 84 minutes in length.

Band, Orchestra, and special education will be scheduled every day, if possible, for ½ of a full block period, not to be less than 39 minutes.

Physical Education will meet every other day for ½ of a full block period, not to be less than 39 minutes.

For a science teacher with Regents classes of 1½ blocks, the normal teaching load will be one of the following:

- 5 Non-Regents classes
- 2 Regents classes and 2 Non-Regents classes.
- 3 Regents classes and 1 Non-Regents class.

The length of a Regents science class may vary slightly depending on the time the class is scheduled during the day.

If a teacher is teaching three (3) Regents classes and one (1) Non-Regents class, he may choose to make the last 14 minutes (approximately) of each class a study hall or learning lab in order to equalize the instructional minutes with that of a "regular" five (5) class teaching load. This would be considered the teacher's supervisory assignment.

A math teacher's instructional load over a two-day period may be two 1½ block classes and two full block classes. In this situation, a 1½ block class means the class meets for 1 full block on one day and for ½ block on the alternate day. An equivalent arrangement equaling 5 class periods over the two-day period is also possible.

A teacher's instructional load over a two-day period may be four block classes and two ½ block classes or some similar arrangement that is equivalent to the five class periods.

If it becomes necessary to schedule a class between 2:20 p.m. and 3:00 p.m. in order to increase the flexibility for scheduling of some students the following will occur:

- The teacher of the class will be in agreement with teaching a class during this time period.
- The assignment will be part of the teacher's regular teaching load.

No class will be assigned to this teacher during the first 39 minutes of the day on which he is teaching during the 2:20 p.m. – 3:00 time period. This will enable the teacher to be available for student help during the first 39 minutes of the day when the class falls on a Monday-Thursday. When the 2:20 p.m. to 3:00 p.m. teaching assignment falls on a Friday, the teacher will be granted flex time and will be able to come to school 39 minutes later than the usual starting time.

CURRICULUM DEVELOPMENT

I. Summer Curriculum Planning

The Board of Education believes in and is committed to the philosophy of summer employment of the professional staff for curriculum development and extended summer offerings for students. Therefore, the Board of Education will continue such programs, depending upon the need and the availability of financial resources.

Summer curriculum planning days beyond the five voluntary staff in-service days must be formally approved by the Superintendent of Schools.

Summer curriculum planning will be paid at the same rate as voluntary staff in-service days.

II. Voluntary Staff In-Service Days

For the 2013-14 and 2014-15 school years, there will be five (5) voluntary staff in-service days offered each summer paid at the rate of \$170 per day.

For the 2015-16 school year, there will be four (4) voluntary staff in-service days offered each summer paid at the rate of \$170 per day.

For the 2016-17 school year and thereafter, there will be three (3) voluntary staff in-service days offered each summer paid at the rate of \$170 per day.

Voluntary staff in-service days will be approved by the building principal. Such approval will not be unreasonably withheld.

At the discretion of the administration, up to five (5) additional voluntary staff in-service days may be offered or required during the summer for newly hired staff to undergo orientation and special training. These days will be paid at the rates listed above.

In addition, if a teacher is changing teaching assignments, the superintendent may grant up to five (5) additional voluntary staff in-service days for the purposes of moving classrooms and/or training and preparation for teaching a new curriculum.

TRAINING/SCORING OF ASSESSMENT TESTS

If, for the purpose of training and/or scoring of the state assessments, a bargaining unit member is required to work beyond his negotiated work day or work year or is required to travel by his own means to a designated training/scoring site, the following compensation shall be provided:

When a member is required to travel to a work site different than his normal work site and, when that distance exceeds the employee's normal daily commuting distance, he shall be paid mileage commensurate with the rate paid to all District employees for the additional miles traveled.

Any bargaining unit member who is required to work beyond his negotiated work hours shall be compensated at a rate of forty dollars (\$40) per hour for the 2015-16 school year and forty one dollars (\$41) per hour for the 2016-17 school year and thereafter. A bargaining unit member shall not be required to work on Saturday, Sunday, a holiday or holiday period unless the member agrees to do so, at which time the preceding compensation formulas shall be used.

In the event that school is canceled because of inclement weather or other emergency the following will apply:

Teachers who had been scheduled to participate in scoring shall use their discretion in determining whether or not they can safely commute to the scoring site.

GRIEVANCE PROCEDURES

I. Declaration of Policy

In order to encourage a cooperative relationship among teachers, administrators and members of the Board of Education of the Fredonia Central School District, it is hereby declared that these procedures are designated to provide means for the prompt, fair and orderly settlement of differences, and to ensure equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be construed liberally for the accomplishment of this purpose.

II. Definitions

- A. Teacher shall mean any person in the bargaining unit covered by this agreement.
- B. Administrator shall mean any person responsible for or exercising any degree of supervision or authority over another teacher.
 - 1. Chief Administrator shall mean the Superintendent of the District.
 - 2. Immediate Supervisor shall mean the administrator to whom the teacher is directly responsible (building principal or superintendent).
- C. Representative shall mean the person designated by the aggrieved teacher as his counsel or to act on his behalf. Regardless of this designee, a duly-authorized member of the Fredonia Teachers' Association must be involved in all stages of the grievance.
- D. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve the teacher in the exercise of the duties assigned to him. For a grievance to proceed to the stage of arbitration, it must be an alleged violation of this Agreement and must involve any dispute with respect to its meaning or application.
- E. Aggrieved Party shall mean the teacher or group of teachers who submit a grievance and on whose behalf the grievance is submitted by the Association.
- F. Days are defined as school days pursuant to the school calendar and weekdays during the summer, exclusive of Saturdays, Sundays and legal holidays.

III. Basic Principles

- A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- B. A teacher shall have the right to present grievances in accordance with these procedures, free from coercion, interference, discrimination or reprisal.
- C. The aggrieved shall have the right to be represented at any step of this grievance procedure by a representative of his own choice and a duly-authorized representative of the Fredonia Teachers' Association.
- D. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- E. All hearings shall be confidential.
- F. It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
- G. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the teacher in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

H. The time limits set forth in the procedures herein shall be strictly adhered to by all parties unless waived by mutual consent at the appropriate stage. Consent to an extension of time limits shall not be unreasonably withheld.

IV. Election of Forum

If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution of review to any judicial or other administrative forum.

If a teacher and/or the Association submits an issue to any judicial or administrative forum for resolution and review of an issue which might also constitute an alleged violation of the Agreement; then, both the teacher and the Association waive their right to submit said issue to arbitration.

V. Procedures

A. Informal Stage

The aggrieved teacher shall present orally his grievance within twenty (20) days of the time the teacher knew or should have known of the alleged grievable incident to his immediate supervisor who shall informally discuss the grievance with the aggrieved individual.

The immediate supervisor shall render his determination to the aggrieved individual within seven (7) school days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved individual may proceed to the formal stage(s).

In the event a grievance arises from a decision made or action taken at a District level above the building administrator, the informal grievance may be initiated with the superintendent.

B. Formal Stage

1. Within five (5) school days after a determination has been made at the preceding stage of the grievance, the aggrieved party, with the Association, shall present a written statement of the grievance to the Chief School Officer for resolution. Forms are available from the Association.
2. Upon receipt of the written statement of the grievance, the Chief School Officer shall notify all parties concerned of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their positions on the case. Such hearing shall be held within ten (10) school days of receipt of the written statement of the grievance.
3. The Chief School Officer shall render his determination within six (6) school days of said hearing. If the grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the board stage.

C. Board Stage

1. The aggrieved party may, within seven (7) school days of the final determination of the Chief School Officer, make a written request to the Board of Education for review and determination.
2. The Board of Education will hold a meeting to obtain further information regarding the case within ten (10) school days after receiving the request for review.

3. The Board of Education shall render a final decision within fourteen (14) school days after receiving the request for review.

D. Arbitration Stage

If there is not resolution and the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration within ten (10) school days of the Board's decision. The arbitrator shall have no power or authority to add to, subtract from, or modify any terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which violates this Agreement. The arbitrator's decision shall be final and binding upon the parties.

1. A demand for arbitration specifying the provisions of the Agreement at issue shall be filed with the American Arbitration Association (AAA) within not more than ten (10) school days after receipt of decision at the Board Stage. The parties shall be bound by the Voluntary Labor Arbitration Rules of the AAA for the selection of the Arbitrator and for the arbitration.
2. The cost of the arbitrator will be borne equally by the Board of Education and the Teachers' Association. Cost of stenographic record and/or witness shall be borne by the party requesting the same.

INSURANCE

I. Basic, Prescription, Dental, Optical

The District will provide health insurance as follows:

- A. The Chautauqua County School Districts' Medical Health Plan Health Insurance with major medical with \$200/\$400 deductible for active employees, and with \$100/\$200 for retirees. Included with this benefit is the rollback which allows individuals to submit co-pay charges from their prescription costs to major medical for 80% reimbursement.
- B. Prescription Drug Plan with a \$5.00 generic co-pay and a \$10.00 brand name co-pay under Chautauqua County School Districts' Medical Health Plan or mutually-agreeable alternative prescription plan costing no more than the above specified prescription plan. This benefit includes prescription contraceptive coverage at no further cost to the participants.
- C. Dental Insurance under the Chautauqua County School Districts' Medical Health Plan.
- D. Optical Insurance under the Chautauqua County School Districts' Medical Health Plan.

New employees hired (after the plan is in effect) will be placed in the Chautauqua County Self-Funded Point of Service (POS) plan for coverage during the first five years of his employment.

Should the employee wish to participate in the traditional indemnity plan or Independent Health coverage offered by the District during the first five years, said employee will pay 100% of the difference between what the POS cost would have been and what the indemnity plan or Independent Health plan is.

At the end of the first five years of employment, the individual may choose to shift his 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, he will be allowed to maintain his coverage in the traditional plan.

All employees have the option to participate in the above mentioned POS or managed care options based on the open enrollment dates currently in effect.

If a teacher on staff is approved for a part- or full-time, unpaid administrative internship within the District, his health insurance premiums will continue to be paid by the District at the same level as they were while the individual was teaching.

II. Premiums

A. For the 2014-2015 school year the entire health insurance plan costs will be shared at eighty nine (89%) percent by the District and eleven (11%) percent by the employee for anyone hired on or before June 30, 2004. Those hired after June 30, 2004, will contribute fifteen (15%) percent, and the District will pay eighty-five (85%) percent. Those hired after June 30, 2008, will contribute seventeen (17%) percent, and the District will pay eighty three (83%) percent.

For the 2015-2016 school year the entire health insurance plan costs will be shared by eighty-seven (87%) percent by the District and thirteen (13%) percent by the employee for anyone hired on or before June 30, 2004. Those hired after June 30, 2004, will contribute fifteen (15%) percent, and the District will pay eighty-five (85%) percent. Those hired after June 30, 2008, will contribute sixteen (16%) percent, and the District will pay eighty-four (84%) percent.

For the 2016-2017 school year the entire health insurance plan costs will be shared at eighty-five (85%) percent by the District and fifteen (15%) percent by the employee for anyone hired on or before June 30, 2004. Those hired after June 30, 2004, will contribute fifteen (15%) percent, and the District will pay eighty-five (85%) percent. Those hired after June 30, 2008, will contribute fifteen (15%) percent, and the District will pay eighty-five (85%) percent.

Beginning with the 2016-17 school year, the following language shall be in effect: The entire health insurance plan costs will be shared at eighty-five (85%) percent by the District and fifteen (15%) percent by the employee.

B. The current IRS 125 Flex Benefit Plan may be utilized for premium payments, dependent care and unreimbursed medical expenses. The District shall not reduce the salary of the employee in excess of the teacher's share of the appropriate annual premium or pro rata share thereof and/or the amount designated by the employee for un-reimbursed medical expenses, individual health and/or disability premiums, or dependent care. At the end of the plan year, all unexpended funds shall be forfeited to the District.

The District and the Association will work together to accept a mutually-agreeable third party administrator for the Flex 125 Plan.

III. Retired Personnel

Health Insurance for retirees will be offered as follows:

A. The District will pay fifty (50%) percent of the 1978-79 health premiums for personnel retired prior to July 1, 1990. Any increase in premium will be paid by the individual.

B. The District will pay \$1,000 per year of the health premiums for personnel retired after June 30, 1990, until age 65. In addition to the basic health plan, a person retiring on or after March 1, 1996, may choose to participate at no cost to the District in the Prescription Plan offered by the District.

- C. For personnel retiring on or after June 30, 2014 and before July 1, 2015, the District will pay \$4,500 per year of the basic health plan, optical, dental, and prescription until age 65.
- D. For personnel retiring on or after July 1, 2015, the District will pay \$4,750 per year of the basic health plan, optical, dental, and prescription until age 65.

IV. Part-Time Personnel

The paid health benefits (BC/BS, dental, optical, prescription) for part-time staff shall be prorated at the premium cost times the actual full-time equivalent (F.T.E.) of the employee but not less than .5 FTE according to the date of hire as listed in INSURANCE, Section II Premiums.

V. Excessed Personnel

In cases of excess of a probationary or tenured teacher, District-paid health insurance will be continued for a two (2) month period at 100 percent coverage at the time of his excess.

VI. Term Life Insurance

A \$50,000 term life insurance policy will be provided for all members of the bargaining unit. This policy is to have a conversion feature allowing the employee to convert it to whole life at the time of retirement.

VII. Disability Insurance

A fully paid plan issued by First Unum with a 180-day elimination period will be provided by the District for all employees.

LEAVES

I. Absence

The Board of Education may grant a leave of absence without pay for a period of up to two (2) years to members of the instructional staff for such reasons as childbearing/child-rearing.

Additionally, an unpaid personal leave of one or two (2) semesters may be granted. Personal leaves may not be consecutive with other leave provisions of this contract. Applications for such leaves will be submitted in writing to the Superintendent at least two (2) months in advance of the date when the leave is to begin unless exceptional circumstances are present.

Any grievances concerning personal leaves of one or two (2) semesters are specifically excluded from the arbitration provisions of this Agreement.

II. Personal

If requested, each employee shall be granted three (3) days of personal leave for personal business during each school year. Personal leave shall be requested in situations that require an individual's personal attention and cannot be accomplished in other than school time. Personal days are not for recreational purposes, to extend a vacation, or second-front occupations. No reason must be given when these days are requested. Prior approval of the building principal, except in the case of emergencies, is required. Written requests will be submitted to the building principal for approval at least three (3) school days prior to the day needed. Reasons why personal days may be requested include:

- Birth of a child
- Serious illness or injury of family member

- A child's college graduation
- Moving
- Legal matter
- Funeral
- Home emergency (i.e. flooded basement)
- Wedding
- School-sponsored field trip

Staff who work in more than one building during the school day should submit a written request to the principal in the building in which their day begins.

If a bargaining unit member has used all three (3) personal days and a situation arises where he requires additional personal days, he may submit a written request to the superintendent specifying a reason the additional personal time is needed. The superintendent shall be guided by the concept that the nature of the circumstances must justify the absence.

III. Professional

The Board of Education of the Fredonia Central School District, recognizing that one of the major factors in the quality of education provided for the children of this District is directly related to the educational background of the individual members of its teaching staff, encourages teachers to obtain the maximum professional schooling possible. When possible, the Board, in an effort to provide teaching flexibility and promote interdisciplinary instruction, will strongly encourage teachers to pursue and complete multiple certifications. To assist in the accomplishment of this goal, the Board hereby establishes an Advanced Professional Study Program whereby selected teachers may be given the opportunity for advanced study through an award of a leave of absence with partial salary. The program shall be subject to the approved administrative regulations.

A. Qualifications:

1. The applicant must have been an employee of the District for at least seven (7) years.
2. The applicant must possess permanent/professional certification in a teaching field.
3. The applicant must make a request for leave in writing, stating purpose and objectives of his study program, not later than March 1 of any given school year, to be effective during the next school year.
4. The application must be for a program of study which will enhance the professional service of the applicant to the District. The detailed course of study (institution, course names, course numbers) must be submitted for review and approval by the Superintendent when requesting leave.
5. The applicant must be adjudged to possess outstanding competence as a teacher.

B. Special Provisions:

1. The Board of Education will act upon all applications which carry the endorsement of the Superintendent of Schools at the May Board meeting. Not more than one professional staff member, excluding administrators, may be granted a leave of absence in any one given school year.
2. The approved applicant shall be granted fifty (50%) percent of his base salary for the period of his leave.
3. The year of study will be considered as a year of teaching for future salary purposes.
4. Leave shall be granted for a period of time up to one school year.

5. For teachers on professional leave the District shall pay its usual and customary share of term life and health benefits.

C. **Special Limitations:**

The applicant must assure the Board of Education in writing that he will return to the Fredonia School District for a minimum of three (3) years immediately following his period of study as a fulfillment of a professional obligation. In the event the applicant does not wish to return or does not complete a three (3) year period of employment in the three (3) years immediately following his period of study as a fulfillment of his professional obligation, then the full sum of the monies paid will be due the District minus one-third (1/3) of its value for each full year worked immediately following his period of study.

D. **Exceptions:**

The Board will consider exceptions to any of the above regulations if application for waiver is submitted in writing and includes reasons why a waiver should be granted.

IV. Sick

Each employee shall be granted twelve (12) days sick leave per year, accumulative to the number of days in the school year as specified in the calendar provision of the collective negotiations agreement.

V. Sick Bank

- A. During his service with the District, a teacher shall have only one opportunity to become a member of the Bank. This opportunity shall take place within thirty (30) days from inception of agreement or from date of first eligibility. New members may join by contributing one (1) day of personal sick leave. The Bank shall be established to aid teachers who suffer prolonged illness and whose sick leave accumulations have been exhausted. A teacher shall make his contributions by giving a signed written authorization to the District. At no time shall the number of days in the Bank exceed seven hundred fifty (750) days. The days in excess of seven hundred fifty (750) shall be held in reserve. When the number of days in the Bank falls below 750 days, the District will transfer from the reserve enough days to bring the balance back up to the level of 750. Notification of such transfer will be provided to the Association. No current member of the Bank will be required to make a contribution to the Bank until such time as the reserve is depleted. When the reserve is depleted, the District will again withhold from each member of the bank one of his yearly allotment of sick leave days on an irrevocable basis in September of each year until the balance of the Bank is again 750 days.
- B. A member of the Bank who has completed three (3) years service to the District will be permitted to withdraw up to the total number of days in a full school year. Such leave shall be for the same illness and as such, does not have to be continuous. A member shall be allowed to take one full school year as stated for each separate and distinct illness, after his own sick day accumulation has been exhausted except as per the following: When a member of the bank applies for days to be used for a prolonged leave, the member will retain a number of their sick days for use upon return from said leave. For leaves ending during July, August or September, the member will retain up to nine (9) sick days for use after returning from the leave. For leaves ending October, November or December, the member will retain up to six (6) sick days. For leave ending during January, February or March, the member will retain up to three (3) sick days. For leaves ending during April, May or June, the member will retain up to one (1) sick day. A physician's statement of nature of illness may be requested by the administrative committee. A member of the Bank in his first year of employment in the District will be able

to draw thirty (30) full-paid days; second year of employment - sixty (60) days; third year of employment - ninety (90) days.

Two (2) teachers, appointed yearly by the Executive Board of the Fredonia Teachers' Association, and one administrator shall be responsible for administration of the Bank. The District shall be responsible for keeping an accurate record of the Bank's accumulation of days and making salary payments in accordance with normal District operation. Sick Bank days that are awarded to (but not used by) a member are returned to the Sick Bank.

- C. Upon retirement, a teacher's accumulated sick leave credit for which a teacher has not received payment shall automatically be credited into the Bank or held in reserve. This contribution will only take place once the reserve has reached a zero balance. At that time individuals will again be allowed to contribute as stated above. The Association will be notified of the reserve reaching a zero balance.

RETURN FROM SPECIAL ASSIGNMENT

Teachers on leave for special assignment will have preferred status for grade level placement or course assignments upon returning to their regular teaching duties. Building principals shall annually consult with teachers on leave for special assignment and plan appropriately for their grade level placement or course assignments if they return from leave, even if their decision to return from leave is made during the summer. The Superintendent of Schools has the final decision on grade level placements or course assignments.

VISITATION TO OTHER SCHOOLS

A visitation, for the purpose of this provision, shall mean, "reporting to an alternate school setting to observe teachers or receive instruction."

Teachers will not be required to report to the visitation site earlier than they would have reported to their regular assignment nor shall they be restricted from doing so if they so wish nor shall they be required to stay beyond the time they would have been required to stay for their regular assignment.

Whenever conflicts in schedules exist between the Fredonia schedule and the schedule of the visitation site, the visiting teacher shall not be required to work more hours, including travel, than would be required under the regular work schedule nor shall they be precluded from doing so if they so wish.

Mileage at the District approved rate shall be paid, for the use of a personal vehicle, for the round trip distance from the Fredonia Central School District main campus location to the visitation site. Approval for the use of a personal vehicle for a visitation shall be received in advance.

No visitation days may be assigned on weekends, holidays, or during any time when the school the employee normally reports to is closed. Teachers are not precluded from using said time should they so wish.

SUMMER PROFESSIONAL STUDY PROGRAM

A Summer Professional Study Program shall be available whereby selected teachers may be given the opportunity for study and/or professional work through an award of a paid period of summer study. The Summer Professional Study Program may be used for activities which will enhance the participant's professional services to the District, such as development of instructional materials, extraordinary study, travel, writing, etc.

A. Qualifications:

1. The applicant must be a tenured teacher or a regular member of the teaching staff for at least five (5) consecutive years prior to application.
2. The applicant must possess permanent certification in a teaching field.
3. The applicant must make a written request between February 1 and March 1 of the school year immediately prior to the summer for which the study program is requested. The request must state the purpose and objectives of his study program.
4. Applicants will be asked to make a brief presentation to the review committee.
5. Applicants may request \$500 to \$2,000 for summer study, but the total expenditures must not exceed \$6,000 in any given summer. Teachers will not receive salary credit for graduate course work supported in part or in whole by monies awarded under the Summer Professional Study Program.
6. The application must be for a program of study which will enhance the professional service of the applicant to the District.
7. During the following year, those selected for participation will make a presentation to the Board of Education.

B. Special Provisions:

1. The Board of Education will act upon all applications which carry the endorsement of the Superintendent no later than the regular May Board meeting.
2. Each year, a review committee comprised of the Superintendent, the Assistant Superintendent, the President of the FTA, and a teacher from each building will meet to select the proposals to be funded.

No fewer than one (1) teacher shall be granted participation in any one (1) given school year in which there are three (3) or fewer applicants. In a year in which there are four (4) or more applicants, no fewer than two (2) teachers shall be granted participation in that year.

If the review committee decides that no proposals fit the requirements for approval, then the District will not be required to approve any proposals for that year.

3. A professional staff member shall not be eligible for participation more than once every three (3) years.

C. Exceptions:

The Superintendent and/or the Board will consider exceptions to any of the above regulations if an application for a waiver is submitted in writing and includes reasons why a waiver should be granted.

MONETARY

I. Payments and Deductions

Pay Periods

1. The District will annually determine and adopt a bi-weekly pay period schedule. Checks will be distributed on designated paydays before noon of that day.
2. When a payday falls during a recess of less than one week or on a holiday, employees will be paid on the last work day before the recess or holiday.
3. When a payday falls during a recess of one week or longer, paychecks will be available for employee pickup between 8:00 a.m. and 3:00 p.m. on that day, or the employee may have the District mail the check by so notifying the Business Office at least three (3) working days prior to the payday by providing the Business Office with a stamped self-addressed envelope.

Pay Deductions

Income taxes withheld from stipends and other salary payments, other than annual salary, shall be at the minimum rate allowable by law.

Voluntary Deductions

Deductions will be made for Association dues, fringe benefit contributions, United Way, NYSUT Benefit Trust, and the Credit Union. Tax shelter annuities shall be modified as per federal law.

Salary Notices

Contract salary notices shall be provided no later than the first payroll date in September for current staff and those hired by August 1. All teachers hired after August 1 shall receive their salary notice no later than four (4) weeks after their appointment by the Board of Education. For all current staff or those hired prior to August 1, the salary notice received by the first pay in September shall reflect the Step-Hours-Masters as of August 1 of each year. Any staff who have adjustments to credit hours or masters that are received after August 1 but before October 1 shall receive a revised salary notice and adjustment in salary no later than October 31.

For coursework and inservice training completed during the fall semester, requests for adjustment in salary for increased credit hours for current staff must be turned in by February 1 of that school year. Their salary adjustment will be prorated from that point until the end of the school year. Revised salary notices and adjustments in salary will take place no later than February 28.

Employees have the option to select either twenty-one (21) or twenty-six installment pay periods to take effect with the first pay period of each September. If twenty-six (26) installments are selected, the 22nd check shall be a lump sum check payable on the last pay date in June. Any current staff member or those hired prior to August 1 of each year may elect to change the number of checks they will receive for each year. Such notification must be submitted in writing to the Business Office no later than August 1 of each year. Those hired after August 1 must elect their option at the time of hire.

In the case of a contract that remains unsettled as of August 1, salary notices shall be distributed within thirty (30) days of ratification by the Board of Education.

II. Mileage Allowance

Mileage allowance for use of personal cars on official school business is set at exactly one-tenth (\$.001) cents less than the current IRS reportable rate.

III. Instructional Leader Salaries

2014-2017

\$2,850

When practical and possible, departments and teams will support and develop a rotation system whereby a new candidate will be encouraged by the department/team to apply for the position of instructional leader at least once every five years.

Position

Primary Pre-Kindergarten*	\$2,850	Team	\$1,000
Primary Kindergarten*	\$2,850	Team	\$1,000
Primary Grade 1*	\$2,850	Team	\$1,000
Primary Grade 2*	\$2,850	Team	\$1,000
Elementary Grade 3*	\$2,850	Team	\$1,000
Elementary Grade 4*	\$2,850	Team	\$1,000
AIS/RTI K-4*	\$2,850	Team	\$1,000
Special Education K-4*	\$2,850	Team	\$1,000

- * These instructional leaders will receive an additional salary of \$1,000 added to their salary of \$2,850 and may be assigned either one or two of the following curricular areas: ELA K-2, Mathematics K-2, Science K-2, and Social Studies K-2, ELA 3-4, Mathematics 3-4, Science 3-4, Social Studies 3-4, AIS/RTI K-4, and Special Education K-4.

Position

ELA 5-8**	\$2,850	Team Five (5)	\$1,000
Mathematics 5-8**	\$2,850	Team Six (6)	\$1,000
Science 5-8**	\$2,850	Team Seven (7)	\$1,000
Social Studies 5-8**	\$2,850	Team Eight (8)	\$1,000

- ** Team Leaders will be required to attend Instructional Leader Meetings, but will not be required to attend Curriculum Council Meetings. . Department Leaders will be required to attend both Instructional Leader Meetings and Curriculum Council Meetings.

Position

ELA 9-12***
Mathematics 9-12***
Science 9-12***
Social Studies 9-12***
Second Language 5-12***

- *** Instructional leaders who were appointed initially prior to July 1, 2003, will receive either the amount listed above with a sixth period supervisory assignment or \$500 less with no supervisory assignment, whichever the instructional leaders shall choose in writing by August 1 or within thirty (30) days of appointment, whichever comes first. Those who are appointed for the first time after July 1, 2003, will be paid the stipend and will not have an opportunity to choose the option above.

Position

AIS 5-8
Music K-12
Art K-12
Health/Physical Education K-12
Director of Library Media Services K-12

Career Development/Occupational Studies K-8
 Career Development/Occupational Studies 9-12
 Student Assistance K-12
 Special Education 5-8
 Special Education 9-12
 Related Services Pre K-12

IV. Chemical Hygiene Officer

The District will annually appoint a teacher to serve as the Chemical Hygiene Officer. The stipend shall be equivalent to that of a High School Instructional Leader.

V. Driver Education Program (Summer)

The position of driver education instructor for a Summer Program will be posted by May 1st of each year said program is to be in operation.

If no bargaining unit member(s) applies for the position, the administration may appoint an individual from outside the bargaining unit. If a person outside the unit is thus appointed, it will be for one summer only, and the position will be re-posted for the following year.

Salary per Full Day

	2014-15	2015-16	2016-17	
1st Year Experience	\$250	\$255	\$260	
2nd Year Experience	\$275	\$280	\$285	
3rd Year Experience	\$300	\$305	\$310	

The 4th year of experience (and thereafter) the salary shall be the previous year's experience plus the same percentage of average teacher contract adjustment.

VI. Summer School

Summer School as used herein shall mean any program authorized by SED and/or offered by the District as an approved summer school program between July 1 and August 31.

Teaching in summer school shall be on a voluntary basis.

Preference will be given to certified teachers represented by the Fredonia Teachers' Association. Teachers from outside the bargaining unit may be used when no certified unit member is available.

Teachers shall be compensated at the hourly rate of forty dollars (\$40) per hour for the 2015-16 school year and forty-one dollars (\$41) per hour for the 2016-17 school year and thereafter.

For each hour of instruction, fifteen minutes of paid preparation time shall be added. The time and location of the planning/preparation time will be at the discretion of the employee. The total time of expected teaching and preparation shall be posted as part of the vacancy posting.

VII. In-service Training

Sponsorship: Such programs shall be sponsored by the Board of Education, the local Teachers' Association, a similar public school organization, the Board of Cooperative Educational Services, the local Teacher Center, or the State Department of Education. Approved independent or group projects will also be acceptable for in-service credit. Programs sponsored by other groups or organizations, including schools of higher education, shall not be defined as in-service training programs.

Hours: Fifteen (15) class hours equal one (1) credit hour. Class hours will be converted to credit hours for payment in blocks of fifteen (15) class hours only. Beginning July 1, 2008, carryover of

course hours shall not expire. Class hours shall be limited to 45 per year for conversion purposes. Up to 10 hours past the 45 may be carried over.

Instructor of an in-service course: The first time a teacher teaches a specific in-service course, the teacher shall be granted class hour credit in accordance with paragraph "two" above. Anytime thereafter that a teacher teaches the same course, he shall be compensated at a minimum rate of \$30/hour. Compensation greater than the minimum may be offered by the Superintendent for specific course offerings.

Scheduling of In-service: All in-service programs are of a voluntary nature and will be scheduled after the regular work day and/or work year.

School Psychologists: School Psychologists will be paid 1/200 of their salaries for each additional work day beyond the voluntary summer in-service days specified in the current negotiated language. The District will offer a minimum of fifteen (15) of these additional days to each School Psychologist.

The current rate of pay shall be based on their salary as of July 1 of the summer in which the days are worked.

The dates of service shall be decided upon jointly between the School Psychologists and their building administrator.

Any additional days, beyond those mentioned above, must be approved by the Superintendent of Schools.

VIII. Retirement Stipend

The Fredonia Central School District agrees to make a non-elective employer contribution in the amount of 50% of the total earnings (includes all regular salaries received by the employee from the District; this does not include coaching or co-curricular salaries) of the employee the year he retires with a minimum of no less than \$20,000 to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. This non-elective employer contribution is available to all employees who meet the age and service requirements as defined by New York State Teachers' Retirement System and the stipulations outlined below. The employer shall make up to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.

- A. No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- B. The Retirement Stipend is available to any tenured teacher who retires the July 1 immediately preceding or following his 55th birthday and who also has ten (10) or more continuous years of service in the District. OR If the teacher is not eligible to retire with full benefits at that time, he may still receive the incentive provided he retires the July 1st immediately preceding or following the first year he is able to retire with full benefits under the TRS. In no case shall any current employee have any benefits reduced as a result of the implementation of this language.
- C. To receive the benefit, the teacher must submit a non-rescindable letter of retirement to the Superintendent between January 1 and January 31, such retirement to be effective July 1 of the same year.
- D. Extended Service Waiver Program of the Retirement Stipend
 1. Any employee currently on an extended service waiver or otherwise eligible for this stipend wishing to remain working an additional year and receive the benefits of this Retirement Stipend after the period of eligibility must request a waiver.

2. The employee seeking a waiver must discuss confidentially the probability of receiving a waiver with the Superintendent prior to application.
3. Any eligible teacher seeking a waiver must apply between December 1 and December 15 of the school year prior to the school year for which a waiver is requested by submitting a request to the Superintendent on the approved District form. The waiver will be granted or denied within ten (10) calendar days of receipt.
4. The granting of a waiver shall be at the sole discretion of the Superintendent.
5. All actions pertaining to waivers will be non-precedent-setting, shall not be used by either party in any administrative forum and are not subject to the grievance procedure.
6. Should a teacher not apply for a waiver or a waiver not be granted, the teacher shall be eligible to receive the Retirement Stipend only if he meets the notification dates of section VIII C.

In the event the State of New York should make available a retirement incentive and the District accepts it, the individual will have the option to decide which incentive he wishes to accept notwithstanding any decision that he may have made up to that point in time. In no case, however, will an individual be allowed to participate in both a State-offered incentive and the District-offered incentive.

- E. **Contribution Limitations:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account(s), the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

1. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* is fully met through payment of the Employer's Non-elective Contribution; and
2. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- F. The retirement incentive will be remitted by the District as soon as administratively possible commencing with the year of retirement, subject to the requirements described above.
- G. 403(b) Accounts: Employer contributions shall be deposited into the 403(b) account provided by the collective bargaining agreement to receive Employer contributions, provided such account will accept Employer Non-elective Contributions into any District endorsed 403(b) program.
- H. Tier I Adjustments: Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- I. This provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
- J. This provision shall further be subject to the approval of the 403(b) Provider, which shall review the provision solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
- K. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

IX. Long-Term Substitutes

A long-term substitute is a teacher whose anticipated, temporary employment will be for a semester or more (that is ninety [90] days) under normal circumstances.

Long-term substitutes will be given credit for graduate hours and degrees. Their step placement will be as per agreement with the Superintendent.

Long-term substitutes will be entitled to the same sick leave and personal leave benefits as a teacher with a permanent appointment.

Long-term substitutes will be entitled to the same basic health insurance, dental, optical, and prescription plan as a teacher with a permanent appointment.

X. Extended Hours Support

The District will provide the following services to teachers:

- A. Free refreshments at after-school, evening and Saturday in-services.

- B. Up to \$500 annually towards the costs of honoring District retirees, to the extent that expenses have actually been accrued for this purpose.

The Association shall submit receipts on an appropriate claim form.

XI. Benefit Trust Deductions

- A. The District shall check off and remit payments to NYSUT Member Benefits 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 NYSUT Member Benefits the payments deducted and shall furnish the Trust with a list of all employees and the check-off amount the employee has authorized.
- B. 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.

XII. Summer CSE Meetings

Teachers who are asked to come into school for a CSE meeting on a day when they would otherwise not be compensated will receive payment for attendance at the meeting. An hourly rate calculated as 1/7th of the voluntary in-service day rate of pay will be paid as compensation for the time up to and including one hour. Compensation for time beyond one hour will be paid in 15 minute blocks based on a pro-ration of the hourly rate.

The district will establish a procedure for reporting names, dates, and times of attendance to the Business Office for payment.

NOTIFICATIONS

I. Professional Staff Vacancies

Written notice of administrative and teaching vacancies shall be given to the instructional staff.

II. Teaching Responsibilities

Teachers in Grades K-5 will receive notification of their teaching assignment on or about June 15. The teaching assignment is defined as consisting of tentative class lists and achievement levels in reading, spelling and math. Teachers will be responsible for reporting levels of achievement to their principal on or about June 1, a date to be determined by the principal.

Teachers of Grades 6-12 will receive written notification of their tentative teaching assignment on or before June 30.

Teaching assignment is defined as courses to be taught and approximate student enrollment within these courses.

Teachers will be informed as soon as feasible of any changes in this notification.

Supervisory assignments and co-curricular assignments are exempted from this notification.

If a teacher's position is to be eliminated, he will be notified in writing at the earliest possible time and preferably by May 1. However, it is recognized that this may not always be possible;

particularly, at the secondary level where staffing patterns depend on scheduling which is usually not completed until later in the school year.

DISTANCE VIDEO INSTRUCTION PROGRAM

1. **Program Support:** The Association agrees to facilitate the implementation of a Distance Video Instruction Program and further agrees to cooperate and facilitate the District's effort wherever and whenever practical.
2. **Course Offerings:** The Association agrees that courses to be offered to students utilizing distance video are at the discretion of the Board of Education and Superintendent, as are all other curriculum offerings.
3. **Course Locations:** Distance Video classes offered as part of the approved Fredonia School District course offerings may originate at the Fredonia site as host or may be originated elsewhere but viewed at Fredonia.
4. **Teaching Assignment:** No teacher shall be mandated to teach a course utilizing distance video.

The teaching of distance video classes shall be voluntary.

Teachers willing to teach a host course via distance video may make their wishes known to the principal at any time. Teachers may suggest host course topics for administrative consideration.

5. **Certification Areas:** All Commissioners rules and regulations for certification will apply to teaching a host course via distance video.

"Incidental assignment" guidelines shall apply for persons teaching outside their subject area.

6. **Postings:** Posting for positions related to distance video shall follow the same guidelines as other positions.
7. **Staff Protection:** The purpose of the Distance Video Instructional Program at Fredonia shall be to supplement the current curriculum offerings available to students. It is not the intent of the program to supplant any current program offerings or to reduce bargaining unit positions.

The utilization of distance video shall not directly result in the reduction of any bargaining unit member's full time equivalency status nor shall it reduce the number of full time equivalents currently employed.

The utilization of distance video instruction may, by its nature, suppress the increase in full time equivalent positions in the future.

8. **Grading:** Grading shall be the responsibility of the teacher that hosts the course. The host teacher from Fredonia will not be responsible for any grade conversions to satisfy the requirements of any other school district that may have students participating in the course.
9. **Staff Development:** Whenever a teacher volunteers to teach a course via distance video, it shall be the responsibility of the District to provide training sufficient for said teacher to acknowledge that he is prepared and willing to proceed.

Compensation for staff development associated with distance video shall be on the same basis as all other staff development.

10. **Technical Assistance:** Teachers utilizing distance video will be responsible for the routine operation of related equipment. The District is responsible to provide technical assistance for all equipment beyond what would reasonably be considered routine operation.
11. **Supervision of Students:** Teachers hosting a distance video course will be responsible for student discipline according to the same standard expected of any other course.

Fredonia teachers shall not be held accountable for the student conduct of students participating in a course at a distant location except to a reasonable level of reporting problems and concern to the appropriate personnel.

12. **Preparation:** Teachers of distance video classes may receive additional preparation time for routine set-ups and program monitoring at the discretion of the administration.
13. **Scheduling/Class Size:** Distance Learning courses which originate at Fredonia Central School and are taken for high school credit will be scheduled during the regular school day.
14. **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 number of assignments per day.
15. **Observation and Evaluation:** Observation and evaluation of teaching distance video classes shall be in accordance with the terms of the collective bargaining agreement between the Association and the Superintendent.

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 lesson via a television monitor.

16. **Extended Transmission:** There shall be no transmission or reproduction of a distance video class by the Fredonia Central School District beyond the designated agreed upon and understood receiving districts without prior written approval of the teacher(s) hosting the class.

The Fredonia Central School District shall be held safeharmless from any extended use or misapplication of a video transmission by persons not under the jurisdiction of the Fredonia Central School District.

PERSONNEL FILE

The District will maintain one, and only one, official personnel file which shall be the employment record of each teacher. The teacher will be provided a copy of any additions to this file and shall be given an opportunity to make written comments concerning such material within five (5) business days of receipt of such material. If the option for such written response is exercised by the teacher, then such written response will be added to and become a part of the official personnel file.

College placement papers and any other pre-employment information carrying recommendations are considered to be confidential to the District and are not subject to review by the employee or open to the provision stated above.

Upon request to the personnel director or employee with those designated responsibilities, arrangements will be made in advance so that an employee may review the contents of his own personnel file. The employee may request and shall receive a copy of documents in his own personnel file, except pre-employment information of a confidential nature, at no expense to the employee.

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

The District and the Association agree to continue the current practice of Annual Professional Performance Review as described in the jointly developed document dated April 8, 2008.

The above-referenced document shall remain in effect until such time as the Association and the District mutually agree on a successor document that complies with Commissioner's Regulations related to Annual Professional Performance Review.

TEACHER-MENTOR PROGRAM

The District and the Association mutually agree to continue the practice of the Teacher Mentor Program. Should either party desire to discontinue this program, they may do so by providing notice no later than 30 days prior to the beginning of the school year. The current practice of providing a minimum of one supervisory period free from assignment to the individual(s) who are appointed by the Association President to act in the role as the Mentor coordinator will be continued.

RELEASE TIME

Upon arrangement between the Superintendent and the Association President, two periods per day (one class and one supervisory) or its equivalent will be provided to an officer for Association business. When practicable this time shall be scheduled in a block of time at the end of the day.

It is the responsibility of the teaching unit involved (school and/or department) to arrange schedules and assignments to make time available if possible.

When the Association President is on an Elementary schedule, they shall receive the equivalent amount of release time as the Association President on a secondary schedule.

GUIDANCE COUNSELORS

Guidance Counselors will be paid 1/200 of their salaries for each additional work day beyond the voluntary in-service days specified in the current negotiated language. In place of up to two (2) voluntary in-service days, a building administrator may request Guidance Counselors to perform guidance duties. In such cases, the guidance counselors will be paid at 1/200 of their salaries for each of these days.

The current rate of pay shall be based on their salary as of July 1 of the summer in which the days are worked.

The minimum number of additional days offered to each Guidance Counselor shall be:

Primary:	5 days
Elementary:	5 days
Middle School:	15 days
High School:	15 days

The dates of service shall be decided upon jointly between the Guidance Counselors and their building principal. Any additional days, beyond those mentioned above, must be approved by the Superintendent of Schools.

OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS DISCIPLINE/DISMISSAL

1. The purpose of this section is to serve as a complete replacement for the procedures and substantive rights which are, or may be, afforded to the occupational therapist and physical therapist unit members by Section 75 and 76 of the New York State Civil Service Law, including any amendment of, or replacement

for, such sections. Therefore, these unit members may not invoke, use, or rely upon any right that may be provided in either section of Law. The sole recourse which unit members shall have, with respect to any discipline, including dismissal, which they believe to be without just cause supported by substantial evidence, shall be to the Grievance Procedure set forth in this Agreement.

2. Unit members who have completed at least twelve (12) months of service with the District, (beginning with the first day of work and not counting any period of absence of five (5) or more consecutive unpaid work days) shall not be disciplined or dismissed except for just cause. The following are not "discipline" within the meaning of this paragraph:
 - a. ORAL: Warnings, reprimands, statements, or evaluation, adverse to the unit member.
 - b. WRITTEN: Warnings, (as distinct from reprimands) statements, or evaluations adverse to the employee.
 - c. DENIAL OF PAY OR LEAVE CREDIT: Unless such denial is set forth in a statement of discipline as provided below.
3. When discipline, including dismissal, is to be imposed on a unit member, a written statement must be issued which clearly describes the impending discipline along with a brief statement of the reasons therefore. Copies of this statement of discipline must be given to the unit member, the Association and the Superintendent.
4. If suspension of ten (10) days or less is imposed the unit member shall have the right to grieve under the section.
5. If either dismissal or a suspension without pay of more than ten (10) days is to be imposed, the written statement of discipline must include notice of a grievance meeting, to be held before the Superintendent or his designee. The meeting will be scheduled on a date not later than the twentieth (20) work day after the statement is given to the unit member. The meeting will be held only if the unit member does, in fact, indicate on the notice of meeting form that it is their intent to submit a grievance, prior to the scheduled meeting, claiming a violation of this Agreement section.
6. Unit members who are to be formally reprimanded or otherwise disciplined, shall be entitled to have an Association representative present, if so requested, and such reprimand or discipline shall be administered in private.
7. The standard of proof shall be the same as the standard of proof for Section 75 of the New York State Civil Service Law.

TEACHING ASSISTANTS

Teaching assistants will not be employed with the intention of replacing regular teaching positions. Such positions will be used only in addition to normal staffing patterns.

AGENCY FEE

A person in the bargaining unit who is not a member of the Association shall be required to pay an agency fee as per terms of the Taylor Law. Money so deducted will be transmitted to the Association in the same manner as regular dues deduction. The Association will hold the District harmless from all claims, demands, suits and liabilities of every kind arising out of the operation of this provision.

STATUTORY CLAUSE

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 FUND THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SAVINGS CLAUSE

If any provision of this Agreement or application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.


EFFECT OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

SIGNATURES

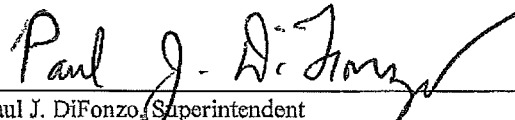
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective representatives this 24 day of MARCH, 2015.

FREDONIA TEACHERS' ASSOCIATION



Roger Pacos, President

FREDONIA CENTRAL SCHOOL DISTRICT



Paul J. DiFonzo, Superintendent

APPENDIX A SALARY SCHEDULE

STEP	2013-14	STEP	2014-15	STEP	2015-16	STEP	2016-17
1	37,700	1	37,800	1	37,900	1	38,000
2	38,700	2	38,500	2	39,500	2	40,184
3	39,700	3	39,700	3	41,000	3	42,368
4	40,700	4	40,200	4	41,500	4	44,552
5	41,700	5	41,700	5	42,700	5	46,736
6	42,700	6	42,500	6	43,500	6	48,920
7	43,700	7	43,500	7	45,000	7	51,104
8	45,300	8	46,000	8	47,500	8	53,288
9	47,450	9	47,000	9	50,300	9	55,472
10	50,100	10	51,000	10	53,400	10	57,656
11	53,400	11	54,000	11	58,000	11	59,840
12	57,900	12	57,400	12	60,500	12	62,024
13	62,200	13	63,660	13	63,200	13	64,208
14	66,400	14	66,400	14	66,400	14	66,392
15	74,400	15	68,584	15	68,584	15	68,576
16	74,900	16	70,768	16	70,768	16	70,760
		17	74,400	17	72,952	17	72,944
		18	75,428	18	75,128	18	75,128
		19	77,612	19	77,312	19	77,312
		20	79,796	20	79,496	20	79,496

LONGEVITY (NOT CUMULATIVE)

	Years of Service		
	16-20	21-25	26+
2013-2014	\$1,750	\$4,750	\$8,000

HOURS AND DEGREES

	2013-2016	2016-2017
PER CREDIT HOUR	\$50	\$52
MASTERS DEGREE	\$1,000	\$1,000
2ND MASTERS	\$1,000	\$1,000
PhD	\$1,000	\$1,000
NATIONAL CERT	\$1,000	\$1,000

For calculating years of service for the longevity award exclusively, ninety (90) paid days (or the number of days in a full semester) within a school year shall equal one year. Years in which a teacher is not paid for at least ninety (90) days (or the number of days in a full semester for that year) shall not be used in the calculation to determine the number of years of service.

- (a) No salary credit shall be granted at the 60-hour level, unless an earned Masters Degree has been received.
- (b) All courses that do not lead to the initial Masters Degree shall require prior approval by the Superintendent.
- (c) Service for salary purposes includes prior experience granted by the Board of Education, military experience up to three (3) years, and any other credit for approved service.
- (d) Step placement for newly appointed teachers will be as agreed between the appointee and the Superintendent. Appointees will be paid for earned advanced degrees and earned graduate hours to the same extent as currently employed teachers.
- (e) No salary credit shall be granted on the salary schedule above the 90-hour level except for Board-approved in-service courses taken with prior approval of the Superintendent.

STEP PLACEMENT

Step placement is based on a member's position on the salary schedule for the 2013-14 school year. Using the chart below, find the unit member's step position for the 2013-14 school year, and then follow the chart horizontally for the next three (3) years to determine the member's step placement in subsequent years. Any member hired in subsequent years shall advance on the salary schedule as shown from the year and step they begin at going forward.

2013-14	→	2014-15	→	2015-16	→	2016-17
	→		→	1	→	2
	→	1	→	2	→	2
1	→	2	→	2	→	3
2	→	3	→	3	→	3
3	→	4	→	4	→	4
4	→	5	→	5	→	4
5	→	6	→	6	→	5
6	→	7	→	7	→	6
7	→	8	→	8	→	7
8	→	9	→	9	→	9
9	→	10	→	10	→	10
10	→	11	→	11	→	12
11	→	12	→	13	→	14
12	→	13	→	14	→	16
13	→	14	→	16	→	17
14	→	16	→	17	→	18
15	→	17	→	18	→	19
16	→	18	→	19	→	20

APPENDIX B

CO-CURRICULAR SALARIES

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
STUDENT COUNCIL				
High School (3)	\$5,067	\$5,143	\$5,220	\$5,298
Middle School	\$3,800	\$3,857	\$3,915	\$3,974
LOCKERSTOP	\$5,067	\$5,143	\$5,220	\$5,298
PROJECT CLASS NIGHT (2)	\$646	\$656	\$666	\$676
CLASS NIGHT EVENING PROGRAM (2)	\$646	\$656	\$666	\$676
SUPPLY DEPOT (Middle School)	\$1,639	\$1,664	\$1,689	\$1,714
YEARBOOK				
High School	\$5,067	\$5,143	\$5,220	\$5,298
Middle School	\$1,001	\$1,016	\$1,031	\$1,047
NEWSPAPER				
High School per issue (max 6 issues)	\$621	\$630	\$640	\$649
Middle School per issue (max 4 issues)	\$380	\$386	\$391	\$397
LITERARY MAGAZINE per issue (max 3 issues)	\$526	\$534	\$542	\$550
HIGH SCHOOL DRAMA CLUB	\$709	\$720	\$730	\$741
High School Drama Club***				
Middle School Production***				
MIDDLE SCHOOL DRAMA CLUB				
Variety Show	\$709	\$720	\$730	\$741
MUSICAL				
Director	\$2,754	\$2,795	\$2,837	\$2,880
Orchestra	\$1,711	\$1,737	\$1,763	\$1,789
Vocal	\$1,711	\$1,737	\$1,763	\$1,789
Sets	\$1,711	\$1,737	\$1,763	\$1,789
Rehearsal Accompanist	\$1,459	\$1,481	\$1,503	\$1,526
Costume and Prop Design	\$1,711	\$1,737	\$1,763	\$1,789
Stage Manager	\$820	\$832	\$844	\$857
Volunteer Coordinator	\$820	\$832	\$844	\$857
Costume and Prop Assistant	\$820	\$832	\$844	\$857
HIGH SCHOOL MADRIGALS	\$1,240	\$1,259	\$1,277	\$1,297
HIGH SCHOOL BAND				
4 Football Games & 1 Parade (per event)	\$95	\$96	\$98	\$99
JAZZ ENSEMBLE	\$1,240	\$1,259	\$1,277	\$1,297
MIDDLE SCHOOL JAZZ BAND	\$803	\$815	\$827	\$840

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
HIGH SCHOOL QUIZ CLUB	\$1,519	\$1,542	\$1,565	\$1,588
SCHOOL TO WORK LIASON	\$1,230	\$1,248	\$1,267	\$1,286
SERVICE LEARNING				
High School Advisors (2)**	\$1,463	\$1,484	\$1,507	\$1,529
Middle School Advisors (2)	\$1,463	\$1,484	\$1,507	\$1,529
PRIMARY SCHOOL READFEST	\$951	\$965	\$980	\$994
ELEMENTARY SCHOOL READFEST	\$951	\$965	\$980	\$994
TRANSITION COORDINATOR	\$1,351	\$1,371	\$1,392	\$1,413
WORK BASED LEARNING COORDINATOR	\$1,351	\$1,371	\$1,392	\$1,413
SCHOOL HEALTH COORDINATOR	\$1,688	\$1,713	\$1,739	\$1,765
INTRAMURALS	\$791	\$803	\$815	\$827
Outside School Hours				
Minimum 32 sessions/activity				
Payment for any of these activities will only be made where				
prior administrative approval has been obtained and the				
activity has been authorized by the Board of Education				
BACKPACKING	\$2,701	\$2,742	\$2,783	\$2,824
NATIONAL HONOR SOCIETY	\$1,200	\$1,218	\$1,236	\$1,255
CLUBS				
Announcers Club (ES)		\$1,000	\$1,015	\$1,030
Announcers Club (MS)	\$292	\$1,000	\$1,015	\$1,030
Announcers Club (HS), 2 (Focus				
Fredonia)		\$1,000	\$1,015	\$1,030
Art Club (HS)	\$292	\$296	\$301	\$305
Art Club (MS)	\$292	\$296	\$301	\$305
Cheerleading Club (MS) (each of 3 seasons)	\$292	\$296	\$301	\$305
Cheerleading Club (Varsity Football)	\$2,428	\$2,464	\$2,501	\$2,539
Cheerleading Club (Varsity Basketball)	\$2,428	\$2,464	\$2,501	\$2,539
Cheerleading Club (JV Football)	\$1,943	\$1,972	\$2,002	\$2,032
Cheerleading Club (JV Basketball)	\$1,943	\$1,972	\$2,002	\$2,032
Chess Club (HS)	\$292	\$296	\$301	\$305
Computer Club (MS)	\$292	\$296	\$301	\$305
Environmental Club (HS)	\$292	\$296	\$301	\$305
Foreign Language Club (HS)	\$292	\$296	\$301	\$305
FBLA or DECA (HS)	\$633	\$642	\$652	\$662
Hiking	\$292	\$296	\$301	\$305
Key Club**	\$292	\$296	\$301	\$305
Model UN	\$951	\$965	\$980	\$994
Respect (HS)	\$292	\$296	\$301	\$305
SADD (HS)	\$292	\$296	\$301	\$305
SADD (MS)	\$292	\$296	\$301	\$305
Science Club (HS)	\$292	\$296	\$301	\$305
Ski Club (HS)	\$951	\$965	\$980	\$994

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Ski Club (MS)	\$951	\$965	\$980	\$994
Spanish Club (HS)	\$292	\$296	\$301	\$305
Technology Club (MS)	\$292	\$296	\$301	\$305
Technology Club (HS)	\$292	\$296	\$301	\$305
Varsity F Club (HS)	\$292	\$296	\$301	\$305
Mock Trial	\$951	\$965	\$980	\$994

** These two groups may be combined on a yearly basis. The total salaries will be divided among the advisors.

*** There will be one (1) Fall production each year.

- (A) The high school shall have either student council advisors or class advisors; not both
- (B) All of the aforementioned salaries shall be paid per advisor. Any advisor will be reimbursed for all pre-approved expenses.
- (C) The salary for any new position shall be negotiated by the Fredonia Teachers' Association and the Superintendent.
- (D) The Association will encourage staff members to fill vacancies.

**APPENDIX C
INTERSCHOLASTIC SPORTS SALARY SCHEDULE 2013-2017**

SCHEDULE A - VARSITY

Baseball, Basketball, Football, Indoor Track, Softball, Swimming, Track, Wrestling

	STEP 1	STEP 2	STEP 3
2013-2014	\$4,230	\$4,652	\$5,076
2014-2015	\$4,293	\$4,722	\$5,152
2015-2016	\$4,358	\$4,793	\$5,229
2016-2017	\$4,423	\$4,864	\$5,308

SCHEDULE B - VARSITY

Cross Country, Soccer, Tennis, Volleyball, Bowling

	STEP 1	STEP 2	STEP 3
2013-2014	\$3,384	\$3,807	\$4,233
2014-2015	\$3,435	\$3,864	\$4,296
2015-2016	\$3,486	\$3,922	\$4,361
2016-2017	\$3,539	\$3,981	\$4,426

SCHEDULE C - VARSITY

Golf, Competition Varsity Basketball Cheerleading

	STEP 1	STEP 2	STEP 3
2013-2014	\$2,115	\$2,326	\$2,537
2014-2015	\$2,147	\$2,361	\$2,575
2015-2016	\$2,179	\$2,396	\$2,614
2016-2017	\$2,212	\$2,432	\$2,653

SCHEDULE D - ASSISTANT/JV

Baseball, Basketball, Football, Indoor Track, Soccer, Softball, Swimming, Track, Volleyball, Wrestling

	STEP 1	STEP 2	STEP 3
2013-2014	\$3,172	\$3,490	\$3,807
2014-2015	\$3,220	\$3,542	\$3,864
2015-2016	\$3,268	\$3,595	\$3,922
2016-2017	\$3,317	\$3,649	\$3,981

SCHEDULE E - MODIFIED

Basketball, Football, Wrestling, Cross Country, Track, Volleyball

	STEP 1	STEP 2	STEP 3
2013-2014	\$2,482	\$2,730	\$2,978
2014-2015	\$2,519	\$2,771	\$3,023
2015-2016	\$2,557	\$2,813	\$3,068
2016-2017	\$2,595	\$2,855	\$3,114

DIRECTORS

	ATHLETIC DIRECTOR	POOL DIRECTOR
2013-2014	\$5,954	\$2,359
2014-2015	\$6,043	\$2,394
2015-2016	\$6,134	\$2,430
2016-2017	\$6,226	\$2,467

- a) The schedule placement for any new sport not listed above shall be negotiated between the Superintendent and the Fredonia Teachers' Association.
- b) Any adjustments in length of season or increase/decrease of schedules by County, Section, or State mandates will necessitate movement of sports from one category to another.
- c) The Association will encourage staff members to fill vacancies.
- d) Coaches of teams participating beyond the first round of play-offs will be compensated at a weekly rate of five (5%) of their coaching salary. The one exception will be football coaches who will receive the additional payment once their team goes beyond the regular schedule.

- e) Any incumbent coach with a positive evaluation will have the opportunity to continue in that coaching position. For any unencumbered coaching position, qualified Association members will have the right of first refusal to the position.

APPENDIX D

CHAPERONE & TICKET SELLER SALARY SCHEDULE

<u>Chaperones</u>	
Varsity Football	\$60
Girls' Volleyball	\$60
Varsity Basketball	\$60
Varsity & Junior Varsity Wrestling	\$60
Golf	\$60
Dances	\$60
MS Activity Nights	\$30

The past practice in filling these positions shall remain unchanged.

Ticket Sellers	\$65
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THE FREDONIA TEACHERS' ASSOCIATION
GRIEVANCE FORM

INFORMAL STAGE: *The aggrieved teacher shall present orally his grievance within twenty (20) days of the time the teacher knew or should have known of the alleged grievable incident to his immediate supervisor who shall informally discuss the grievance with the aggrieved individual.*

Grievant or Grievants Name(s): _____

Immediate Supervisor's Name: _____ Building: _____

Date on which the alleged violation(s) occurred: _____

Specific provision(s) and page number(s) of the Agreement alleged to have been violated: _____

Statement of grievance: _____

Remedy desired: _____

STEP 1:

Date of Informal Presentation: _____
Date of Response: _____
Building Representative: _____

FORMAL STAGE: *Within five (5) school days after a determination has been made at the preceding stage of the grievance, the aggrieved party, with the Association, shall if they are dissatisfied with the response at STEP 1 present a written statement of the grievance to the Chief School Officer for resolution.*

STEP 2:

Date of Formal Presentation: _____
Date of Response (Copy Attached): _____
Building Representative: _____

Copies to: Grievant, Grievance Chairperson, Chief School Officer, President FTA

