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#### **Contract Database Metadata Elements**

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Union: **Little Falls Teachers Association (LFTA)**

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TA/5475

7/1 6/30  
**2014 - 2017**

**Agreement Between the  
Little Falls Teachers Association  
and the  
Superintendent of Schools  
of the  
Little Falls City School District**

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

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## ARTICLE I

### PREAMBLE

This agreement between the Little Falls City School District (hereinafter the "District") and the Little Falls Teachers Association (hereinafter the "LFTA") is made on the day and date last indicated below.

Both parties will initial the understanding of substantial agreement for each item upon which tentative agreement has been reached.

This Agreement is entered into by and between the Superintendent of Schools of the Little Falls City School District and the Little Falls Teachers Association and will be effective from July 1, 2010 to June 30, 2014.

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect unless altered by mutual agreement in writing between the parties.

## ARTICLE II

### NEGOTIATION PROCEDURES

A. During the year of expiration of this Agreement, either party may reopen negotiations for a successor agreement by notifying the other party in writing. Such notification must be submitted no later than February 1 and must include a listing of those items being reopened.

B. During negotiations, the parties agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. If the parties have not reached agreement by May 1, either party may request the State Public Employment Relations Board for assistance. Such assistance will be governed by the provisions of Section 209 of the Civil Service Law.

C. Neither party in any negotiations shall have any control over the selection of the negotiators or negotiating representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider more proposals, and reach compromise in the course of negotiations. No final agreement shall be executed without ratification by the parties.

Because of the elimination of a step in July of 1990, a teacher's step may not be equivalent to the years of service.

### Article III Salaries

Teachers with an effective date of employment with the Little Falls City School District prior to September 1, 2000 will choose their placement on salary schedule A (old) or salary schedule B (new) by a mutually agreeable date prior to October 1, 2000. Once that choice is made, teachers will remain on their selected salary schedules for the duration of their careers with the Little Falls City School District.

Teachers with an effective date of employment with the September 1, 2000 or later will automatically be placed and remain on this salary schedule for the remainder of their District.

All returning teachers shall move up one step in each of

Because of the elimination of a step in July of 1990, a teacher with 10 years of service.

**NOTE: All longevity payments apply to Schedule A only.**

#### 2014-2015 SALARY SCHEDULE

STEP	SCHEDULE A	SCHEDULE B
1	N/A	\$36,478.00
2	N/A	\$37,463.00
3	N/A	\$38,448.00
4	N/A	\$39,435.00
5	N/A	\$40,421.00
6	N/A	\$41,407.00
7	N/A	\$42,393.00
8	N/A	\$43,379.00
9	N/A	\$44,364.00
10	N/A	\$45,351.00
11	N/A	\$46,337.00
12	N/A	\$47,321.00
13	N/A	\$48,308.00
14	N/A	\$49,293.00
15	N/A	\$50,279.00

#### 2014-2015

##### SCHEDULE A

STEP	
1	\$ 30,582.00
2	\$ 31,387.00
3	\$ 32,192.00
4	\$ 33,180.00
5	\$ 34,297.00
6	\$ 35,360.00
7	\$ 36,428.00
8	\$ 37,493.00
9	\$ 38,560.00
10	\$ 39,626.00
11	\$ 40,693.00
12	\$ 41,759.00
13	\$ 42,619.00
14	\$ 43,716.00
15	\$ 44,622.00
16	\$ 46,110.00
17	\$ 47,297.00
18	\$ 48,670.00
19	\$ 50,064.00
20	\$ 51,620.00

Schedule needed for  
Extra Service Wages  
Calculations 2014-15

16	N/A	\$51,266.00
17	N/A	\$52,252.00
18	N/A	\$53,237.00
19	N/A	\$54,224.00
20	N/A	\$55,741.00
21	N/A	\$57,258.00
22	N/A	\$58,777.00
23	N/A	\$60,295.00
24	N/A	\$61,812.00
25	\$66,583.00	\$63,331.00
26	\$69,041.00	\$66,631.00
27	\$71,649.00	\$68,263.00
28	\$72,972.00	\$70,238.00
29	\$74,499.00	\$71,933.00
30	\$76,395.00	\$73,485.00
31	\$76,395.00	\$75,038.00
32	\$76,395.00	N/A
33	\$76,395.00	N/A
34	\$78,964.00	N/A
35	\$78,964.00	N/A
L	\$85,337.00	N/A

CR. HR.	\$41.00	\$41.00
M	\$650.00	\$650.00
18L	\$5,000.00	N/A
25L	\$1,800.00	N/A
30L	\$4,300.00	N/A

# **2015-2016 SALARY SCHEDULES**

## **STEP SCHEDULE A SCHEDULE B**

1	N/A	\$36,647.00
2	N/A	\$37,664.00
3	N/A	\$38,681.00
4	N/A	\$39,698.00
5	N/A	\$40,717.00
6	N/A	\$41,735.00
7	N/A	\$42,753.00
8	N/A	\$43,771.00
9	N/A	\$44,789.00
10	N/A	\$45,806.00
11	N/A	\$46,825.00
12	N/A	\$47,843.00
13	N/A	\$48,859.00
14	N/A	\$49,878.00
15	N/A	\$50,895.00
16	N/A	\$51,913.00
17	N/A	\$52,932.00
18	N/A	\$53,950.00
19	N/A	\$54,967.00
20	N/A	\$55,986.00
21	N/A	\$57,553.00
22	N/A	\$59,119.00
23	N/A	\$60,687.00
24	N/A	\$62,255.00
25	N/A	\$63,821.00
26	\$68,747.00	\$67,121.00
27	\$71,285.00	\$68,689.00
28	\$73,978.00	\$70,482.00
29	\$75,344.00	\$72,521.00
30	\$76,920.00	\$74,271.00
31	\$78,878.00	\$75,873.00
32	\$78,878.00	\$77,477.00
33	\$78,878.00	N/A
34	\$78,878.00	N/A
35	\$81,530.00	N/A
L	\$88,110.00	N/A

CR. HR.	\$42.00	\$42.00
M	\$650.00	\$650.00
18L	\$5,000.00	N/A
25L	\$1,800.00	N/A
30L	\$4,300.00	N/A



## 2016-2017 SALARY SCHEDULES

STEP	SCHEDULE A	SCHEDULE B
1	N/A	\$36,700.00
2	N/A	\$37,746.00
3	N/A	\$38,794.00
4	N/A	\$39,841.00
5	N/A	\$40,889.00
6	N/A	\$41,939.00
7	N/A	\$42,987.00
8	N/A	\$44,036.00
9	N/A	\$45,084.00
10	N/A	\$46,133.00
11	N/A	\$47,180.00
12	N/A	\$48,230.00
13	N/A	\$49,278.00
14	N/A	\$50,325.00
15	N/A	\$51,374.00
16	N/A	\$52,422.00
17	N/A	\$53,470.00
18	N/A	\$54,520.00
19	N/A	\$55,569.00
20	N/A	\$56,616.00
21	N/A	\$57,666.00
22	N/A	\$59,280.00
23	N/A	\$60,893.00
24	N/A	\$62,508.00
25	N/A	\$64,123.00
26	N/A	\$67,423.00
27	\$70,809.00	\$69,038.00
28	\$73,424.00	\$70,653.00
29	\$76,197.00	\$72,596.00
30	\$77,604.00	\$74,697.00
31	\$79,228.00	\$76,499.00
32	\$81,244.00	\$78,149.00
33	\$81,244.00	\$79,801.00
34	\$81,244.00	N/A
35	\$81,244.00	N/A
L	\$90,753.00	N/A
CR. HR.	\$43.00	\$43.00
M	\$650.00	\$650.00
18L	\$5,000.00	N/A
25L	\$1,800.00	N/A
30L	\$4,300.00	N/A

## **B. OTHER CREDITS AND REGULATIONS**

1. Effective with the 2014 -2017 contract, credit hours shall be compensated as follows:

2014-15 school year \$41.00 per hour,

2015-16 school year \$42.00 per hour,

2016-17 school year \$43.00 per hour.

a. Prior approval by the Superintendent is required for hours taken beyond certification requirements. Such approval will not be unreasonably withheld but approval will generally not be given for courses or programs in fields totally unrelated to a teacher's area of certification.

b. Master's degree shall count for 30 hours.

c. An upper limit of 90 hours shall be placed after the Bachelors degree.

d. In 2014-2017 an additional \$650.00 shall be paid for the Masters Degree.

e. In addition to the foregoing, effective with the 1990-91 school year, a longevity increment of \$5,000 will be paid beginning at Step 18 (excluding teachers currently on Step L). Effective with school year 2006-2007 an additional longevity increment of \$ 1,800.00 is to be paid to teachers who have completed twenty-four (24) years of credited service. Effective with the 2008-2009 school year, \$4,300.00 is to be paid to those teachers who have completed twenty-nine (29) years of credited service. Longevity payments will be included as part of the teachers' regular salary. All longevity payments apply to Schedule A (old) only.

2. All teachers' base salaries must correspond to a step on the schedule. Prior military service credit, which was credited under provision of past contracts, will continue to be honored.

3. The teacher is responsible for transmitting promptly to the Superintendent of Schools documents or photocopies relating to certification and credit for further study.

4. Participation by teachers on the District Planning Team, Building Planning Teams, or approved committees will be compensated in one of two ways at the discretion of the teacher. For the purpose of this article, approved committees will be

defined as those authorized by a Planning Team or the Superintendent, consider, or act on some matter.

#### Option # 1. In-service Credit:

In-service credit will be calculated through the actual number of contact hours which exceed the normal school day. No contact hours will be granted for release time or any meetings held during the normal school day or similar meetings held during the normal school day or similar conference days when other teachers do not have similar responsibilities.

The formula for calculating in-service credit is as follows:

1-15 contact hours = 1 in-service credit

16-30 contact hours = 2 in-service credits

31-45 contact hours = 3 in-service credits

No more than three (3) in-service credits may be earned in one school year through participation on a single planning team. For the purpose of this provision, a school year will be defined as July 1 to June 30.

#### Option # 2. Compensatory Time:

Individuals may select compensatory time based upon the number of hours served on planning teams. Seven hours of service will be the equivalent of one day compensatory time. A maximum of three (3) 'comp days' may be accumulated per year for each planning team member. "Comp days" will not carry over from one year to another, and they may not be used to extend a vacation or holiday.

The chairperson of each planning team will be responsible for annually submitting an accurate accounting of time accrued by each team member and his/her choice of compensation. This record will be submitted to the Superintendent of Schools no later than July 15th.

Requests for the use of compensatory days will be made to the Building Principal who will forward this request to the Superintendent of Schools for final approval. The Superintendent will respond within 48 hours to requests for use of "comp" days. Reasons for denial of use of "comp" days will be submitted in writing.

Teachers who opt for "comp" days may retroactively substitute those days for sick days used if they do not use the "comp" days by the end of the year.

### **C. EXTRA-CURRICULAR PAY**

1. The Superintendent hereby agrees to give first consideration to members of the bargaining unit in filling extra-curricular positions. Consideration will mean an interview. The Superintendent may recommend the candidate of his choice to the Board of Education for appointment after considering members of the bargaining unit and other qualified candidates.
2. Extra-curricular positions shall mean all of the activities as per Appendix A which is part of this contract
3. Such positions shall be advertised as follows:
  - a. The Superintendent shall inform the principals whenever a vacancy exists or a new position is created.
  - b. The principal shall inform district employees in his building of the opening within three (3) school days.
  - c. Employees have ten school days to apply from the time of the principal's notification to the district employees.

### **D. INSURANCE**

#### **1. Hospitalization**

The District will pay an agreed upon percentage of the premium cost for retirees from the Little Falls City School District and their dependents at the time of retirement. The district will not be obligated to provide health insurance for future dependents.

Effective with the 2010-2014 contract and including the 2014-2017 contract, retirees will contribute the dollar amount they paid at the time of retirement. This amount will be fixed for the duration of coverage. Any individuals retiring prior to the 2010-14 contract will be exempt from making a contribution.

Individual Contribution:

Effective with this contract 2014-2017, active members of the bargaining unit will contribute as follows to the cost of health insurance:

<u>Year</u>	<u>Family Plan</u>	<u>Individual Plan</u>
2014-2015	9% of annual premium cost	11% of annual premium cost
2015-2016	10% of annual premium cost	12% of annual premium cost
2016-2017	11% of annual premium cost	13% of annual premium cost

For purposes of determining the annual premium cost, the monthly premium in effect as of July of the contract year will be multiplied by 12.

In addition, changes to the Blue Cross/Blue Shield Plan will be as follows:

Effective year 2005-2006

Prescription Drug Co-pay will be \$0 for mail order, \$10 for generic and \$20 for name brand. Deductible under the current plan will be \$200 for individual and \$400 for family.

Dual family coverage will be eliminated effective upon ratification and agreement of the 2000-2003 contract under the following provisions:

1. No LFTA member or dependent will incur any additional medical expense as a result of this elimination.
2. An independent impartial third party will be selected jointly by the LFTA and the District to arbitrate any claim of additional cost. This decision will be rendered within 30 days of submission. Liability will be limited to what dual family plans would have covered. The District agrees to pay for the cost of such arbitration.
3. This clause will be evaluated prior to the end of June 2000. Changes in the procedures will be made only after mutual agreement of both the LFTA and the District.
4. Both parties agree to "fine-tuning" of this clause to meet appropriate legal wording.

## 2. Dental

The District agrees to pay 100% of the premium cost for members of the bargaining unit and their dependents for Basic and Supplemental Basic coverage under Blue Cross/Blue Shield Dental Plan.

## 3. Death Benefits

The District will provide \$25,000 in term life insurance for each unit member.

4. The District agrees to pay 100% of the premium cost for retirees from the Little Falls City School District and their dependents. Retirees must be employed by the District for 15 years prior to retirement from the Little Falls City School District to be eligible for this benefit. Beginning with new hires for 1990-1991, the health and dental benefit will not continue for their dependents unless the retiree served the District for a minimum of 15 years before retirement from the Little Falls City School District or 15 years prior to death while employed by the Little Falls City School District. The health and dental benefit in retirement will extend to the spouse at the time of retirement and any dependents at the time of retirement up to the age of 26 for health benefit and 23 for dental benefit.

### **a. Retired Employees (not Medicare eligible)**

Upon retirement, those eligible retirees, as defined above, not yet qualified to receive Medicare benefits, and their dependents at the time of retirement will continue to receive coverage as active employees until such time as they become Medicare eligible.

### **b. Retired Employees (Medicare eligible)**

Upon reaching Medicare eligibility, retirees will be required to enroll in Medicare Part B. The retiree will then be enrolled by the District in a supplemental health insurance plan currently in effect to include prescription drug card coverage.

Retired Medicare eligible employees will contribute towards their insurance coverage the same as Non-Medicare eligible retirees as outlined in the paragraph above.

### **c. Spouses of Retired Employees (Not Medicare eligible and Medicare eligible)**

Upon reaching Medicare eligibility, spouses of retirees that are retired are required to enroll in Medicare Part B. The spouse will then be enrolled by the District in a supplemental health insurance plan currently in effect to include prescription drug card coverage. If the retiree becomes Medicare eligible prior to the spouse becoming Medicare eligible, the spouse will continue to receive coverage as active employees until such time as they become Medicare eligible. If the spouse becomes Medicare eligible prior to the retiree and are retired, they are to follow the Medicare requirement as stated above.

5. The District and Association agree to convene and charge a collaborative committee with investigating alternatives to the insurance coverage's specified in Article III (D) 1, 2, and 4 of this agreement, if deemed necessary.
6. The District agrees to provide payroll deduction to approved Tax Shelter Annuities, a listing of which shall be provided to bargaining unit members upon request. Said payments shall be made on a bi-weekly basis.
7. The District agrees to establish and maintain a Flexible Spending Plan (IRS section 125) for all employees covered by this agreement. The Preferred Group Plan will be designated as the administrator/manager for the Flexible Spending Plan.
8. The district agrees that if a bargaining unit member agrees in writing prior to September 1 or January 1 not to participate in any or all elements of the health insurance coverage, he/she will receive \$7,500.00 in 2014-17. The annual premium cost will be distributed to the member through payroll. Members who receive the buy-out and wish to re-subscribe to the health coverage must notify the District in writing prior to September 1st. A "qualifying event" shall allow a member to receive health insurance at any time, providing that the member notifies the district of loss of coverage.

#### **E. CHECK PAYMENT OPTION**

The District will provide a twenty-one, twenty-four and twenty-six check payment option for unit employees, effective during the term of the agreement, the balance of the checks to be paid when the teacher checks out at the end of the year.

#### **F. TERMINAL LEAVE PAY**

1. A currently employed teacher with ten (10) continuous years of service in the Little Falls City School District and eligible for retirement under the rules and regulations of the New York State Retirement System shall be eligible for terminal leave pay.
2. Payment for unused sick leave will be \$70.00 per day. Date of notification to the District will be February 1<sup>st</sup> of the year of retirement. Sick leave payment will be for total sick days accumulated up to 500 days upon retirement. Payment for unused sick leave will be made after July 1 in the year of retirement.
- 3a. Time limits set forth above may be waived by the Board of Education upon recommendation of the Superintendent in the event of a disability retirement.
- 3b. Time limits set forth above will be waived in the event of a retirement incentive.

## ARTICLE IV

### A. LEAVES

Leave per year for personal sickness or physical disability of the teachers: nine days; no limit to accumulated leave. Accumulated leave recorded as of termination of school year to be credited to cumulative sick leave.

A doctor's certificate or other doctor's verification of illness is required for more than five (5) days consecutive sick leave upon request of the district.

### B. OTHER LEAVE

1. Teachers will receive full pay for four school days per year for personal reasons, not deductible from sick leave. Unused days will be accumulated to sick leave. Unless an emergency arises, a forty-eight hour notice in advance shall be given to the principal. Teachers absent prior to or following a vacation or holiday may be required to provide a doctor's excuse at the discretion of the superintendent. In the event no doctor's excuse is provided and lottery days are available, one personal day will be deducted from the individual. One personal day per vacation may be used to extend a holiday or vacation period under the following provisions:

- a. The request must be submitted to the building principal 30 calendar days in advance of the requested date.
- b. A maximum of 7 people will receive approval for any given holiday. Should 8 or more requests be received, a lottery will be held to determine the 7 people to be approved. Said lottery will be conducted by representatives of the LFTA.
- c. In the event fewer than seven teachers apply to extend a holiday or vacation period, teachers who have previously used a personal day to extend a holiday or a vacation may request to receive approval to do so again. These teachers will enter a lottery for the remaining vacancies. Teachers who have not previously used personal time to extend a vacation or holiday will have preference.

Leaves for other reasons traditionally recognized as within the scope of personal leave which happen to fall immediately prior to or subsequent to holiday or vacation periods may be granted with prior approval by the Superintendent upon submission of written request.



2. Five school days per year, noncumulative, for death of immediate member of the family. Two of the five days are nondeductible from sick leave. Immediate members of the family shall include mother, father, spouse, grandmother, grandfather, grandchildren, son, daughter, brother, sister, father-in-law and mother-in-law.

3. Two days per year, noncumulative deductible from sick leave, for the death of a non-member of the immediate family. In the instance of a death within a fifty mile radius of Little Falls only one day will be granted.

4. One school day per year noncumulative for visiting related programs in neighboring schools nondeductible from sick leave pending approval of the principal.

5. Five school days per year noncumulative deductible from sick leave for illness in the immediate family as defined in item 2 above.

In the event of a serious family illness, the five day limitation may be extended at the discretion of the Superintendent of Schools.

6. Jury duty not charged as other leave; not deductible from sick leave. The amount of monies paid by the court, less mileage allowance, shall be refunded to the district with no loss of pay to the teacher. Copies of the summons and court appearance receipt must be provided to the district office.

## **7. SICK DAY BANK**

- a. The Little Falls Teachers Association (LFTA) and the Little Falls City School District shall jointly administer a voluntary Sick Day Bank (SDB). The purpose is to aid a faculty member who has used all of his or her accumulated sick and personal leave on a serious illness or injury. Sick days may be transferred from the Sick Day Bank (SDB). Both donor and recipient will remain anonymous. There are no restrictions on a member's use of his or her own sick time.

The term "serious illness or injury" shall be defined as one which is unforeseen, long termed or catastrophic. Under no circumstances are days from the sick day bank to be used to cover absences of a single day or several days or where no serious illness or injury exists.

The written request to access the Sick Day Bank will be made jointly to the Superintendent and President of the Association. The request must be accompanied by satisfactory proof of serious illness or injury and must include a physician's statement providing sufficient information to evaluate the validity of the request. The physician's statement must be completed using the form provided in Appendix F. The District reserves the right to have another physician of the District's choosing verify the employee's condition at the District's expense.

Upon receipt of the request, the Superintendent and President of the Association (or their designees) shall promptly meet to determine the appropriateness of the request. BOTH the Superintendent and the President of the Association must agree to the validity of the request. In no event shall any decision concerning the validity of a request be subject under proper grievance or arbitration. In addition, each decision shall be considered on its own individual merits and will not be interpreted as establishing a precedent in any form.

- b. A LFTA employee must be a member of the SDB to make an application for SDB usage, subject to all the following conditions:
  - 1. the member has completed at least one (1) year of continuous service in the District.
  - 2. the member is unable to perform the duties of his/her regular job due to non-work related illness or injury.
  - 3. the member has exhausted all other forms of his/her paid leave accruals, which shall include sick days, compensatory time and personal days.
  - 4. the application shall be made on a standard form. Forms will be available in the office of each building.
- c. For a serious injury/illness, a member shall be entitled, initially, to apply for a maximum of forty (40) days from the SDB. In the event the applicant exhausted the initial forty (40) days, he/she may reapply for an additional twenty-five (25) days but must provide an updated physician's statement. If the serious illness/injury extends beyond the sixty-five (65) days available through the SDB, at the sole and non-grievable discretion of the Superintendent and President of the Association, allow the SDB to be used further for another twenty-five (25) days.

For child birth, a member may be granted the maximum of six (6) weeks (natural birth); eight (8) weeks (C-section/emergency) from the date of child birth, inclusive with their own accrued sick and personal time.

- d. The SDB will consist of days voluntarily donated by unit members. Contributions to the bank shall be made in writing and signed by the employee on a form agreed upon by the District and the LFTA. The deadline for donations shall be October 1<sup>st</sup> of the school year.

To join the SDB, one day must be donated at the beginning of the school year, no later than October 1<sup>st</sup>. All days shall carry over from the previous year. In September, the SDB will be evaluated. If the SDB has 180 days or more, continuing members will be not required to contribute. If the SDB has fewer than 180 days, continuing members will be required to contribute one day in September to remain a member. An Employee will be limited to draw a maximum of 90 days in a school year (July 1<sup>st</sup> – June 30<sup>th</sup>). Sick days donated by an employee may not be withdrawn.

- e. Should the total number of days in the SDB fall below 30 days during the course of the school year, participants will be required to donate a second day to maintain bank eligibility provided they have sick days available. If a SDB member uses all accumulated sick and personal days and is unable to contribute a second day during the course of the school year, the member will maintain eligibility. If there is further need, the bank may be reopened for voluntary contributions from participants.
- f. In the event requests to the SDB exceed the number of days in the SDB and the mid-year donations have already occurred, the remaining days will be distributed equitably among the requesters.

Absences for purposes other than in paragraph A above require the advance approval of the Superintendent of Schools and are deductible. The deductible rate per day is 1/180th of the annual salary.

8. Before the 1st of November in each school year the Business Manager shall transmit to each faculty member a list of accumulated sick days in effect at the beginning of the school year. If there is no disagreement within thirty days the tally is assumed to be correct.
9. Additional leaves for reasons other than those covered by this agreement or which exceed the limits of any provision herein may be granted for good and sufficient reason at the sole discretion of the Superintendent.
10. Childcare leaves will be granted without pay for up to two full semesters upon request. All leaves provided under this section recognize requirements of the Family and Medical Leave Act.
11. Any teacher returning from a child care leave or unpaid leave of one semester or longer shall notify the Superintendent of Schools by November 1 or April 1 of his/her intentions for the upcoming semester. For leaves of less than one semester, the date of return will be determined when such leave is granted.

### C. SABBATICAL LEAVE

Teachers presently covered by this contract and matriculating in an advanced program or other activity, subject to the approval of the Superintendent and the Board, may be granted sabbatical leave of absence.

1. One year or one-half year for study, travel or research, subject to the following conditions:

- a. Applications for sabbatical leave shall be submitted to the Superintendent on or before **February 1<sup>st</sup>** for either a full year or one semester leave in the subsequent school year. The Superintendent will

notify the applicant of the action taken on such leave application no later than **June 1<sup>st</sup>**.

b. Sabbatical leave shall be granted only to teachers who have served at least seven years in the district. A second and third such leave shall not be authorized until a teacher shall have reestablished eligibility by serving another period of seven years.

c. Compensation for teachers on sabbatical shall be guaranteed as follows: one year leave with half pay; or one-half year leave at full pay at the salary they would have received if they had remained on active duty with the district.

d. Prior to granting a sabbatical leave, a teacher shall enter into a written agreement with the Superintendent, that upon termination of such leave, the teacher will return for a period of one year, and that in default of completing such service, the teacher shall refund to the school district an amount equal to such portion of the salary received by the teacher while on such leave.

e. The Superintendent agrees to consider qualified candidates to take sabbatical leave each school year. The criteria for selection of said candidates are as follows:

- (1) Availability of qualified substitutes
- (2) Benefit to district
- (3) Benefit to individual
- (4) No previous sabbatical leave
- (5) Order of application
- (6) Seniority

f. Selection shall be made by the joint decision of the Superintendent and the Board.

#### **Section D. Substitutes**

The Board of Education agrees to explore ways of attracting and maintaining qualified substitutes, including the encouragement of retired teachers to return to the classroom as substitutes.

**ARTICLE V**  
**TEACHING CONDITIONS**

**SECTION 1**

**A. Elementary**

Class Size: The academic class sizes set forth below are desirable under expected and normal conditions:

K-5 25-30

Reasonable effort will be made so that any deviation from the above range will be equitably distributed.

**B. High School / Middle School**

Student-teacher ratio for study halls in the High School / Middle School shall not exceed a 60 to 1 ratio.

**SECTION 2**

A. Consideration must be given to the number of preparations and total student load per week for each teacher in the High School / Middle School.

B. Each teacher in the High School / Middle School will have at least one planning period per day.

C. If a sixth class is assigned during any semester, relief will be granted from a full period assignment, preferably a study hall.

D. Subject to the limitation in C above, study hall assignments will be assigned equitably among all available staff each semester, excluding Department Chairman, team members and coordinators during assigned duties.

E. In the high school, noon and hall duty will also be assigned equitably among available staff each semester.

### **SECTION 3**

1. New teachers should not be hired or assigned, except temporarily and for good cause, outside of the scope of their teaching certificates or their major or minor field of study.
2. All teachers K-12 will be notified of their tentative instructional schedule for the following year no later than June 30.
3. Teachers who will be affected by a change of grade assignment in the elementary schools or subject assignments in the secondary grades will be notified and consulted by their principals as soon as practicable.
4. Non-tenure teachers should be notified by April 1 if they are not to be rehired for the following school year.
5. Teachers who may be affected by job abolition will be notified when such is first finalized by the Board of Education if that date is prior to April 7th. After April 7th, teachers who may be affected by job abolition will be notified when such abolition is first considered by the Board of Education.
6. Looping will only be instituted after researching the concept and consultation with teachers involved.

### **SECTION 4**

A. The parties to this Agreement recognize that involuntary transfer and/or reassignment of teachers is disruptive of the educational process and interferes with optimum teacher performance. It is also recognized that some flexibility in regard to teacher transfer must remain with the administration. However, a substantial degree of stability must be provided for all teachers and especially new teachers.

If teachers subject to transfer are equally qualified, preferential choice shall be given to the teacher with the most years in the system. Both parties recognize that full consideration should be given to students who will be affected by such coverage.

B. It is agreed that when all positions (full-time, part-time, night school, summer school and adult education) within this school system become available, full consideration for filling these vacancies or new positions shall be given to the members of the staff of this school district. Said vacancies shall be advertised through the building principals to all staff members in each school upon notification by the Superintendent. Such advertising shall include a detailed description of the job, the minimum requirements expected of any applicants and the closing date for applications. The Superintendent will notify the building principals immediately upon knowledge of said positions and applications must be filed within two weeks. Positions open after the 15th of August will be handled in the most expeditious manner. Unit teachers' full day summer positions will be paid at the per

diem rate of 1/180th of the annual salary under the current contract. Pay for part day summer positions will be prorated.

## **SECTION 5**

The Superintendent and the Association realize that parent conferences are an important part of the educational process, especially in the elementary grades. Therefore, released time for parent conferences will be allowed in the elementary grades as follows:

Two half days during the first marking period and one half day during the third marking periods of the school year, arranged by the administration so as to coincide with the end of said marking periods. A report form will be utilized that includes a narrative and a grade in the academic areas. During this released time, teachers will be allowed to leave the building during times when they are not meeting with parents, provided they will be returning for conferences later in the day.

## **SECTION 6**

The Superintendent recognizes the establishment by the Association of an Instructional Policies Committee. Such committee may submit studies and/or recommendations to the Board for its consideration.

## **SECTION 7**

The aide program should be continued whenever possible. Special attention will be given to the primary level in the utilization of aides.

## **SECTION 8**

In any situation where two teachers of the same sex are assigned to Physical Education classes during the same period, locker room supervision for the other sex will be scheduled.

## **SECTION 9**

When a teacher alleges that a problem exists with the placement of a student, a conference among teacher(s) and building administrator will be held within five days of written request by the teacher(s).

## **SECTION 10**

As soon as a decision is reached regarding a re-organization with another school district by the Little Falls City School District, The Little Falls Teachers' Association and The Little Falls School District will enter into negotiations regarding the impact this reorganization causes upon the terms and conditions of employment.

## **SECTION 11**

All efforts should be made to schedule the time for correction of state tests to correspond with the limits of the normal school day. Teachers required to work beyond the limits of the normal school day will be compensated with comp or in-service time (hour for hour) as described in Article III.B.4.

## **SECTION 12**

Full time equivalent for part-time employees will be determined as follows:

<b>Full Time Equiv.</b>	<b>Percentage</b>	<b>Days</b>	<b>Periods</b>
<b>1 FTE.</b>	<b>100%</b>	<b>5</b>	<b>5</b>
<b>.8 FTE</b>	<b>80%</b>	<b>4</b>	<b>4</b>
<b>.6 FTE</b>	<b>60%</b>	<b>3</b>	<b>3</b>
<b>.4 FTE</b>	<b>40%</b>	<b>2</b>	<b>2</b>
<b>.2 FTE</b>	<b>20%</b>	<b>1</b>	<b>1</b>

**Employees working 50% or more will receive full benefits. Any employee below .5 FTE who is not receiving benefits may purchase such benefits from the District.**

**Part-time employees receiving full benefits must attend faculty meetings, parent conferences, superintendent's conference days and other duties expected of full time employees. Part-time faculty with questions about attendance at meetings will check with the building principal.**



## ARTICLE VI

### MISCELLANEOUS PROVISIONS

1. Association building representatives will meet periodically with their building principals to discuss problems as they may arise in each building, especially those which may relate to the implementation of this Agreement or to terms and conditions of employment in general.

2. A book containing Board policies will be available in the superintendent's office.

3. The School Superintendent shall consult with an appropriate committee of the Association before submitting his annual calendar proposal. Any additional changes will not be made until after consulting said committee. This calendar shall include:

a. The work year shall consist of 185 scheduled days consisting of 180 aided days (including Superintendents' Conference Days) and five (5) emergency days.

b. If less than five emergency days are used, such unused days will be added to the break. If more than five emergency days are used, such days will be deducted from the break. The days will be mutually agreed upon by the LFTA President and the Superintendent of Schools.

c. A Superintendent's Conference Day will be held at the end of the second marking period, with teachers engaging in Staff Orientation, Curriculum Development, In-Service Education or Parent-Teacher Conferences. (Conferences as deemed necessary by classroom teachers.)

d. In the elementary and middle schools the last three days of the year will be two half days for pupils followed by a Superintendent's Conference Day.

4. The Superintendent and the Association realize that lengthy after school meetings on curriculum reform can be counterproductive, and that such planning should be done during summer sessions or during released time.

If the Superintendent of Schools, subject to the Board of Education approval because of budgetary implications, deems summer sessions necessary, such sessions shall be remunerative at 1/180th per day of a teacher's annual base salary.

5. a. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisors or administrators and will have the right to discuss such a report with the observer before it is submitted to the Superintendent of Schools or put into their central personnel files.

b. Any complaints regarding a teacher made to the administration by any parent, student, or other person will be promptly called to the teacher's attention. Complaints that may be in reference to a violation of law or of a criminal nature are exempt from the immediate notification. Notification will occur upon the conclusion of an investigation by police or school administrators.

Before any meeting is held involving other than the administrator and the teacher, or before any hearing is held, or before any material is put in the teacher's file, or in the event any written record of the complaint is to be retained by the administration, the teacher shall be given the identity of the complainant.

c. If the Superintendent of Schools receives from the Board of Education or from any Board member any question or complaint concerning a teacher, the Superintendent shall (1) reduce the question or complaint to writing and give a copy to the teacher; (2) hold a conference with the teacher concerning the matter; and (3) receive and file any written response the teacher wishes to make. In the final year of probation, any question of whether due process has been accorded a teacher may continue to be the subject of a grievance. However, with respect to the role of the Board of Education, compliance with the procedures set forth in this paragraph shall constitute due process and an arbitrator is barred from hearing any case directed at the Board's exercise of judgment in the granting or denial of tenure.

d. Any disciplinary action taken against a member of the bargaining unit shall be commensurate with the action(s) from which it arises and in no case will be imposed without due process.

6. All teacher files shall be maintained under the following conditions:

a. No reports of monitoring or observation of the work performance of teachers shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature, dated, on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not indicate agreement with its content.

b. The teacher shall have the right to answer any material filed and his answer shall be reviewed by the Superintendent of Schools and attached to the file copy.

c. Upon request, each teacher shall be given reasonable access to his/her files with the exclusion of letters of recommendation for employment.

d. Upon receipt of a written request, the teacher shall be furnished a copy of any material in his/her file(s) with the exclusion of letters of recommendation as stipulated in part c above.

7. When it is necessary for officers or committee members of the Association to engage in activities directly related to the Association's duties as representative of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities. The Association, its officers and members, recognize and agree that this privilege should not be abused. The Superintendent of Schools retains the right to approve or disapprove these absences. The Little Falls Teachers' Association President will be relieved of non-teaching duties one period per day or its equivalent to facilitate the handling of Association business provided the administration does not find it necessary to employ additional staff to accommodate this clause.

8. All teaching staff members shall be given a minimum of thirty minutes for lunch free from supervisory duties between the hours of 10:45 a.m. and 1:30 p.m.

9. The Association recognizes that emergency circumstances may develop which require meetings in the week following June Regent's exams. If such meetings are necessary, teachers shall attend unless excused by the Superintendent for reasonable cause.

10. Teachers agree to spend at least the number of hours required by State guidelines instructing home-bound students when service is needed utilizing volunteers at twenty-five dollars (\$25.00) per hour. The District agrees to include one hour paid planning time for every two paid contact hours.

11. Teachers agree to prepare home study assignments for pupils who are legally absent.

12. Teachers will maintain lesson plans in advance of a lesson to be taught. Probationary teachers may be required to submit lesson plans to their principals on a weekly basis.

A teacher may be requested to submit a lesson plan in conjunction with a classroom visitation or evaluation and a follow-up lesson plan if deemed appropriate.

Teachers may be required to turn in lesson plans to their building principals upon request.

Teachers will provide a substitute with adequate lesson plans, class lists and class schedules.

13. Teachers will be at school as follows:

Benton Hall Academy – Arrival time 7:50 am; Departure Time 3:00 pm

Middle/High School – Arrival time 7:50 am; Departure Time 3:20 pm

Teachers will need to remain in the building for the specified times.

Seniority will be the basis for soliciting teachers to work a modified school day. The modified school day will not extend beyond either one (1) hour prior to the start of or one

(1) hour after the close of the normal school day. The one-hour extension limitations may be waived upon mutual agreement of the teacher and the building administrator.

14. When administrators deem workshop sessions necessary, said workshops shall be held on shared time, i.e., part school time, part after school, preferably afternoons.

15. Teachers should participate in evening conferences with parents when deemed necessary by administrators after conferring with both teacher and parent.

16. It is agreed by the parties that teachers have a responsibility to assist students who for various reasons need short term individualized help to maintain a level of academic achievement reasonably commensurate with their abilities. Individualized instruction, at the teacher's discretion, either during or after school is strongly encouraged.

17. Teachers should keep up with developments in the teacher's area of specialization and utilize methodology appropriate to the objectives of the lesson and to the environment and constitution of the class itself.

18. Children of teachers living outside the district will be admitted without tuition at the Board's discretion upon the recommendation of the Superintendent and the teachers will provide transportation.

19. Chaperoning duties shall be paid on the following basis:

a. Volunteers, either teacher or laymen, shall be used instead of paid chaperones. The list of proposed activities requiring chaperones shall be posted in the appropriate office as soon as the activity is finalized. In the event that volunteers cannot be secured, teachers from the rotating chaperone list shall be given at least one week notice of an impending duty.

b. School sponsored functions:

Bus chaperoning to athletic events shall be compensated at the rate of \$17.50 per trip. If the trip exceeds 65 miles, one way, then the Association reserves the right to renegotiate the matter on an individual basis.

c. Club-sponsored functions:

Dance or other activity chaperones shall be compensated at the rate of \$15.00 for each activity by the club or organization sponsoring said activity. If the time of the activity exceeds four hours, the Association reserves the right to renegotiate the rate on an individual session basis. This clause does not preclude the clubs or organizations from seeking volunteer chaperones from inside or outside the school system.

20. It is hereby agreed that the Superintendent's office will transmit to the Association President five copies of the agenda of the next Board meeting as soon as said agenda is available to the Superintendent and Board members.

21. Teachers in the High School / Middle School will only be assigned lunch duty in lieu of another assignment. The rotating schedule of lunch duty in the High School / Middle School will be set up in time blocks not to exceed five weeks.

Lunch duty shall not be assigned to individual staff members in consecutive years, subject to the availability of staff.

Lunch duty will not be regularly assigned to elementary teachers but may be on a temporary basis when professional help is deemed necessary.

22. Building principals may submit items for a minimum of \$200 per year for the purchase of unforeseen instructional items and perishable materials for class use. This budget item shall revert to the general fund if not expended.

23. Teachers will be compensated for travel by personal vehicle when such traveling is required in the performance of their duties, traveling between buildings or on approved trips. The rate shall be the maximum nontaxable mileage rate allowed by I.R.S. and approval by the Superintendent is required. Vouchers will be paid monthly or when a ten dollar (\$10.00) minimum is reached, whichever occurs first.

24. Teachers will be required to take daily attendance and report daily attendance to the office in a manner prescribed by the building principal.

25. In the event the Department Chairperson position not be filled, classroom teachers will not be required to perform duties of the Department Chairperson.

26. An attempt will be made to limit all faculty meetings to one hour and such meetings will begin promptly after student dismissal.

27. When budget cuts are necessary, individual teachers are to be consulted, if at all possible, as to equipment, materials and supplies requested.

28. Salary credit for successful completion of in-service training courses may be granted upon prior approval at the discretion of the Superintendent. Such credit will be based on the formula of fifteen (15) hours cumulative equals' one graduate credit hour.

29. Classroom teachers shall be encouraged to attend professional conferences subject to budgetary limits and with requests submitted as much in advance as reasonably possible.

Teachers absent from a regularly scheduled District conference day will be required to meet with their building principal upon the teacher's return to school.

## ARTICLE VII

### INSTRUCTIONAL FREEDOM

- A. It is the right of the administration, teachers and librarians to identify materials to be used in the academic program.
- B. Students and parents are encouraged to make suggestions as to the selection of library and classroom materials, subject to the approval of the professional staff.
- C. Diverse materials must be used in the academic program to provide for the needs of all students.
- D. Material considered to be of possible controversial nature should be balanced with other materials so as to offer varying points of view.
- E. Materials shall not be excluded because of social, ethnic, political or religious views.
- F. It is the intent of the Board to entrust the selection of academic materials to the staff and administration, under a framework established by the Board of Education which reserves to itself the right of making final decisions.
- G. Parental Objections
  - 1. Criticism of books or other materials used in the program shall be submitted in writing as per the authorized form to the building principal.
  - 2. Where the nature of a book is such that one section or more may be objectionable to parents, the teacher shall work out an alternative assignment.
  - 3. In no case will a student be required to read material or view materials which his parents deem objectionable.
  - 4. If objections are delivered personally to Board members, the person objecting shall be advised to contact the Superintendent and to fill out the form (Appendix C-3) and return it as soon as possible to the Superintendent.

30. The President of the Association or his/her designee shall work with the Superintendent in creating committees for planning future staff development days.

31. The scheduling of spring parent conferences in the elementary schools shall include only parents of students who each classroom teacher judges can benefit from such conference. However, any parent requesting a conference will be granted same.

32. All teachers and professional staff assigned to the elementary school may be given morning, afternoon or special supervisory duties as determined by the principal. This clause is intended to increase the pool of staff to perform duties and is not intended to increase the scope of duties.

33. Teachers already receiving compensation for extra curricular duties will not be granted comp time when school is not in session but their presence is required at an activity except with prior approval of the Superintendent.

Coaches and advisors receiving compensation for extra curricular duties will be in attendance at all scheduled activities and events related to their appointment. In the event of an emergency, a substitute approved by the building principal will be provided.

34. If the school district AED operator is serving in a totally voluntary capacity (i.e. without any compensation and/or outside of any job requirements), the Good Samaritan Law would apply.

If the school district employee performs AED services and receives no compensation from the district other than such employee's usual compensation (which can include salary or overtime or per event stipend), the Good Samaritan Law would apply.

If the school district provides direct compensation to the AED operator – such as a stipend for performing AED services, or a salary paid to an individual specifically hired to provide AED services, the Good Samaritan Law does not apply, and liability coverage would be provided to the extent available under the district's liability and indemnification policies.

## **ARTICLE VIII**

### **TEACHER EVALUATION PROCEDURES**

- A. Evaluation conferences shall be held between the Superintendent or other administrators and teachers. In the case of non-tenured teachers, at least three will be held during the first year and two each year thereafter. The first observation of non-tenured teachers by the Superintendent will be scheduled at the mutual convenience of both parties. No pre-observation notice need be given for subsequent observations by the Superintendent.

All teachers will receive at least two observations per year by a District administrator. At least one observation will be an announced full lesson; the other will be unannounced.

The announced observation(s) will count for 40% of the teachers overall score and the unannounced observation will count as 10% of the teachers overall score.

Non-tenured teachers will receive one of their announced, full length observations, after the second full week of school and prior to the end of the first marking period.

Individual teacher evaluations shall not be done by administrative interns without confirming observations by the building principal.

1. Teachers shall be evaluated using the adopted Marzano Causal rubric.  
Rubric Score to Sub-Component Conversion chart – Appendix B-1  
Rubric Score to Sub-Component Conversion chart continue – Appendix B-2 Marzano  
Domain Score Weighting Chart – Appendix B-3
2. The conference shall include a discussion of the effectiveness of the teacher in these areas:
  - a. Classroom performance
  - b. Rapport with faculty and students
  - c. Ability to work in the program
  - d. Overall building responsibilities
  - e. Any other areas covered by the evaluation form
3. Unless mutually agreed upon. All full observations will be completed prior to June 1.
4. All available portions of a teacher's evaluation will be complete by the Friday of the second full week of June. This will include the Marzano rubric score as well as any available state measures.
  - 4b. if state or 3<sup>rd</sup> party assessment scores are not available by that June date those portions must be received within the first five school days of the following school year.





## ARTICLE VIII

### TEACHER EVALUATION PROCEDURES

- A. Evaluation conferences shall be held between the Superintendent or other administrators and teachers. In the case of non-tenured teachers, at least three will be held during the first year and two each year thereafter. The first observation of non-tenured teachers by the Superintendent will be scheduled at the mutual convenience of both parties. No pre-observation notice need be given for subsequent observations by the Superintendent.

Tenured teachers will receive at least two observations per year by an administrator. At least one observation will be an announced full lesson the other may be an unannounced snapshot of approximately 5 minutes.

Non-tenured teachers will receive one of their announced, full length observations, after the second full week of school and prior to the end of the first marking period.

Individual teacher evaluations shall not be done by administrative interns without confirming observations by the building principal.

1. Teachers shall be evaluated using the adopted Marzano Causal rubric.  
Rubric Score to Sub-Component Conversion chart – Appendix B-1  
Rubric Score to Sub-Component Conversion chart continue – Appendix B-2  
Marzano Domain Score Weighting Chart – Appendix B-3
2. The conference shall include a discussion of the effectiveness of the teacher in these areas:
  - a. Classroom performance
  - b. Rapport with faculty and students
  - c. Ability to work in the program
  - d. Overall building responsibilities
  - e. Any other areas covered by the evaluation form
3. Unless mutually agreed upon. All full observations will be completed prior to June 1.
4. All available portions of a teacher's evaluation will be complete by the Friday of the second full week of June. This will include the 60 point Marzano rubric score as well as any available local and state measures.
  - 4b. if state or 3<sup>rd</sup> party assessment scores are not available by that June date those portions must be received within the first five school days of the following school year.

4c. should scores arrive during the summer vacation a teacher and administrator may meet, for review, at a mutually agreed upon time. No teacher shall be penalized for waiting until the start of the school year to receive their rating.

B. Written evaluations: Evaluations shall be signed by the teacher and the Superintendent or administrator doing the evaluating.

1. Conference procedures shall follow the format outlined in Article VI, Section 6, of this contract.

2. In case of a teacher not being recommended or rehired, the Superintendent shall provide a summary utilizing information from the standard forms (Appendix B), if the teacher in question so desires. Upon receipt of the evaluation form, the Superintendent will add his written comments to that form and then return it to the teacher.

C. Appeals Process: The following procedures are the exclusive means for initiating, reviewing and resolving any and all challenges and appeals related to a teacher's performance review.

(1) A teacher who receives a rating of "developing" or "ineffective" may appeal his or her performance review. Ratings of "highly effective" or "effective" cannot be appealed. This provision will be renegotiated if:

- a. Additional compensation or privileges should ever become tied to effective or highly effective ratings.
- b. A change in larger policy occurs, mandating the release of teacher performance rankings.

(2) A teacher may appeal only the substance of his or her performance review, the school district's adherence to standards and methodologies required for such reviews, adherence to applicable regulations of the commissioner of education, and compliance with the procedures for the conduct of performance reviews set forth in the annual professional performance review plan.

(3) A teacher may not file multiple appeals regarding the same performance review. All grounds for appealing a particular performance review must be raised within the same appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

(4) Appeals concerning a teacher performance review must be filed no later than fifteen (15) days of the date when the teacher receives it.

(5) A teacher wishing to initiate an appeal must submit, in writing, to the Superintendent or his/her designee, a detailed description of the precise point(s) of disagreement over his or her performance review, along with any and all additional documents or written materials that he or she believes are relevant to the resolution of the appeal. Any such additional information not submitted at the time the appeal is filed shall not be considered in the deliberations related to the resolution of the appeal.

(6) Under this appeals process the teacher bears the burden of proving by substantial evidence the merits of his or her appeal.

(7) The Superintendent or his or her designee shall issue a written decision on the merits of the appeal no later than thirty (30) days from the date when the teacher or principal filed his or her appeal.

(8) Teacher or principal filed his or her appeal.

(9) The decision of the Superintendent or the Superintendent's designee shall be final and an appeal shall be deemed completed upon the issuance of that decision. The decision of the Superintendent or the Superintendent's designee shall not be subject to any further appeal.

(10) Professional Improvement Plans - The process outlined above will also be used for any and all appeals of Teacher Improvement Plans that are issued in accordance with the annual professional performance review plan. Appeals related to the issuance of an improvement plan are limited to issues regarding compliance with the requirements prescribed in applicable law and regulations for the issuance of improvement plans, and must be initiated within fifteen (15) days of the alleged failure of the District to comply with such requirements.

#### D: Teacher Improvement Plan

If a teacher's performance is evaluated as "ineffective" or "developing", the supervisor shall be required to develop a Professional Improvement Plan in consultation with the staff member. Such Plan will be shared with and implemented within ten days of the start of the school year within which the Plan will be applied. The Plan shall include, but not be limited to, an identification of the areas in need of improvement, a timeline for achieving improvement, suggestions for improvement, support to be provided, and measurable outcomes to be evaluated. No teacher shall be required to personally bear a financial cost to meet the requirements of his/her improvement plan.

Teacher improvement Plan - Appendixes C-1 & C-2

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### A. PURPOSE

It is the desired objective of the parties to encourage the prompt resolution of grievances as they arise. The procedure is intended to provide an orderly procedure for the resolution of such grievances and may be utilized without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in later grievance proceedings.

#### B. DEFINITIONS

1. "**Grievance**" shall mean any claimed violation, misinterpretation or inequitable application of any existing contract laws, rules, procedures, regulations, administrative orders and work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to teachers or supervision of teachers.
2. "**Days**" shall mean school days as designated on the current school calendar and for the period from July 1 to August 31, week days when the District office is open.
3. "**Principal**" shall mean Building Principal or Director of Athletics.
4. "**Aggrieved**" shall mean any person or group of persons in the bargaining unit to which this agreement applies or the Association.

#### C. GRIEVANCE SUBMISSION

1. Before submission of a written grievance, the aggrieved must attempt to resolve it informally with the immediate superior (except as indicated in C.2. following next).
2. Grievances having district-wide application may be submitted directly at the Superintendent's level by the Association's Grievance Committee.
3. The Association may submit any grievance.
4. A grievance shall be deemed waived unless it is submitted, in writing, within ten (10) days after the aggrieved party knew of, or should have known of, the events or conditions on which it is based.

5. Each grievance shall be submitted, in writing, on a form approved by the Chief School Administrator and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

## **D. PROCEDURES**

### **STEP 1**

The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the grievance committee of the Little Falls Teachers Association.

### **STEP 2**

If the aggrieved is not satisfied with the determination of a grievance at Step 1, he/she may within ten days of the response by the Building Principal, or within ten days of the time such response was due, submit the grievance, in writing, to the Superintendent for review and determination.

### **STEP 3**

The Superintendent or his designee shall meet with the aggrieved and his representative (if the aggrieved desires a representative) at a reasonable time and place designated by the Superintendent within five days after the presentation of the appropriate appeal documents to the Superintendent's office. Such meetings shall be an attempt to resolve the grievance.

Within ten days after such a meeting or meetings, the Superintendent or his designee, after consultation with the Board of Education, shall make a decision in writing, setting forth his conclusions with respect to the grievance, and setting forth his reasons for such conclusion. A copy of such decision shall be given to the aggrieved and the Association.

### **STEP 4**

If the Association is not satisfied with the disposition of any grievance at Step 3, it may within ten days submit the grievance to an arbitrator by registered mail with a copy to the Superintendent.

A mutually acceptable arbiter shall be designated by appropriate amendment to this section.

In the event the parties cannot agree on an arbiter, they shall request a list of arbiters from the American Arbitration Association.

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbiter.

The arbiter will have authority to hold hearings and make procedural rules. The aggrieved employee, the Association and the Superintendent shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request a written transcript of such hearings. Any of the persons having standing, as well as the arbiter, may request and obtain from the various parties all pertinent information not privileged by law, in their possession or control, and which is relevant to the issues raised by the grievance. All hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the board, the employee, and the Association, and shall set forth his findings of fact, reasoning's, conclusions and decisions on the issues submitted.

The arbiter shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which shall violate of the terms of this agreement. The decisions of the arbiter shall be final and binding upon all parties.

The expenses of the arbitration, including the arbiter's fees, his expenses, a transcript of the hearings, etc., shall be shared equally by the Association and the Board if the Association signed the appeal to Step 4. If the Association did not sign the appeal to Step 4, the expenses shall be shared equally by the Board and the aggrieved person.

**ARTICLE XI**  
**TEACHER ASSISTANTS**

I. Salaries

A. Base Salaries

The starting teacher assistant salary for 2014-15 will be \$15,977; for 2015-16 \$16,497; for 2016-17 \$16,991.

Teacher assistants will receive a 3.5% increase in their previous year's base salary for 2014-15; a 3.25% increase for 2015-16; a 3.0% increase for 2016-17.

Teacher Assistants who hold a Teaching Certification with a Master's Degree will receive a \$500.00 stipend to be included as part of their salary. Teaching Certification must be maintained in order to receive the stipend.

B. A longevity increment of \$1,000 will be paid to those who have completed 19 years of credited service. An additional longevity increment of \$600 will be paid to those who have completed 29 years of credited service. Longevity payments will be included as part of the Teachers Assistant's regular pay.

C. Extracurricular Pay

The Superintendent agrees that if no teacher applies for an extra-curricular position, first consideration will be given to qualified Teacher Assistants.

D. Insurance

The District agrees to provide benefits for Teacher Assistants as follows:

<u>Year</u>	<u>Family Plan</u>	<u>Individual</u>
2014-15	5% of annual premium	10% of annual premium
2015-16	6% of annual premium	11% of annual premium
2016-17	7% of annual premium	12% of annual premium

The District agrees to provide benefits for Teacher Assistants as it does for Teachers and as outlined in Article III, D. Numbers 2-8 of the agreement between Little Falls City School District and the Little Falls Teachers Association.



## **ARTICLE X**

### **DUES DEDUCTIONS**

A. The Superintendent agrees to deduct from the salaries of the Bargaining Unit members dues for the Little Falls Teachers Association, the New York State United Teachers and the American Federation of Teachers and transmit the monies promptly to such Association or Associations.

B. The Association will certify to the Superintendent in writing the current rate of the membership dues of the Association named in Section A above. The Association will give the Superintendent thirty days written notice prior to the effective date of any change.

C. Deductions referred to in Section A above will be made in equal installments throughout the school year.

D. The Superintendent agrees that he will not accord dues deduction or similar check off rights to any other organization.

### **PAYROLL DEDUCTION**

Payroll deductions for the Federal Teachers Credit Union, annuity policies, and VOTE/COPE, if desired, will be provided. The Association agrees new annuity companies will only be added if 5 or more people enroll with that company.

#### E. Terminal Leave Pay

A Teacher Assistant Payment for unused sick leave will be \$25.00 per day. Date of notification to the District will be February 1<sup>st</sup> of the year of retirement. Sick leave payment will be up to a maximum of \$6,000.00 upon retirement. Payment for unused sick leave will be made after July 1 in the year of retirement.

#### II. Leaves

Teacher Assistants will be given the same consideration as Teachers as outlined in Article IV. A. and B. of this contract.

#### III. Evaluation

A. Teacher Assistants will be evaluated using an agreed upon evaluation document.

B. Evaluation conferences will be held between the Superintendent or Administrator and Teacher Assistants. These conferences should be held at least once each year.

C. Written evaluations will be signed by the Teacher Assistant and the Superintendent or the Administrator conducting the evaluation.

#### IV. Grievance Procedure

Teacher Assistants will be given the same consideration as Teachers under Article IX of this contract.

#### V. Dues Deduction

Teacher Assistants will have the same consideration as under Article X of this contract.

#### VI. Miscellaneous

Teacher Assistant positions will not be created and/or used to replace Teacher positions.

Teacher Assistants will work the approved calendar year.

ARTICLE XII

ENFORCEMENT PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties.

B. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provision of this Agreement 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.

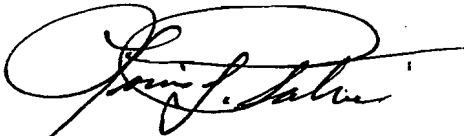
D. Copies of this Agreement shall be reproduced at the expense of the Board and the Association and open to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

E. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

This Agreement shall remain in full force and effect until June 30, 2017.

**FOR THE LITTLE FALLS CITY SCHOOL DISTRICT:**

Louis J. Patrei, Superintendent of Schools

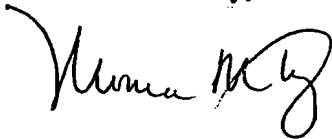


DATE

6/18/14

**FOR THE LITTLE FALLS TEACHERS ASSOCIATION:**

Monica M. Tooley, President of the LFTA



DATE

6/18/14

## APPENDIX A-1

### EXTRA SERVICE WAGE SCHEDULES

Index will be applied to the current year's salary schedule, given credit for years of experience in the extra-service position, up to a maximum of Step 12.

Beginning with the 2015-16 school year, Extra Service wages will be compensated on Schedule B of the LFTA contract.

### EXTRA CURRICULAR POSITION INDEX

Adult Education Director 0.020

Music Coordinator 0.035

Health Coordinator 0.025

Language Arts Coordinator 0.025

Audio-Visual Coordinator 0.035 - MS/HS

**Audio-Visual/Assembly Coordinator 0.035 - BHA**

Drama Coordinator 0.055

#### Department Chairpersons

Home Ec. /Bus. /Lang. 0.035

Social Studies 0.035

Mathematics 0.035

English 0.035

Music/Art/Ind. Arts 0.035

Science 0.035

Health, P.E, Spec. Ed. 0.035

### Team Leaders

Grade 6- 0.015

Grade 7- 0.015

Grade 8- 0.015

Grade 9- 0.015

Grade K-5 0.015

### Secondary Guidance

High School 0.125

Middle School 0.075

### Class Advisors

Senior Class Coordinator 0.030

Seniors (2) 0.030

Juniors (2) 0.030

Sophomores (2) 0.015

Freshmen (2) 0.015

8th Grade (2) 0.005

7th Grade (2) 0.005

6th Grade (2) 0.005

Extra-Curricular

*FHA advisor - .015*

Newspaper Supervisor 0.035  
Yearbook Supervisor- High School 0.075  
Cheerleading - Basketball 0.035  
Cheerleading - Football 0.030  
F.B.L.A. Advisors (2) 0.040  
Student Government (2) 0.030  
Monogram Club Advisor 0.015  
GAA Advisor 0.015  
Asst. Drama 0.025  
Library Club 0.010  
National Honor Society 0.025  
Bus Duty - High School (2) 0.035  
Bus Duty - Middle School (2) 0.035  
SADD 0.010  
Middle School Student Government 0.030  
Middle School Yearbook 0.030  
Benton Hall Yearbook 0.030  
College Now/Advanced Placement 0.020  
Middle School Newspaper 0.020  
Teen Aids Task Force 0.010

The position of SYSOP (Systems Operator) in each building will be added to Appendix A-1, Extra Service Wage Schedule at an hourly rate of \$18.00 up to a maximum not to exceed a 0.075 index.

### **Drama Coordinator**

1 show      Index of .055

2 shows     Index of .080

### **Assistant Coordinator**

1 show      Index of .025

2 shows     Index of .050

Note: The district agrees to be responsible for drama budget and expenditures.

### **Music positions:**

#### **Job Description of Music Teacher**

- Provide instruction in regular music classes
- Provide individual or small group vocal and/or instrumental lessons
- Conduct rehearsals for major performing groups ( choir, band)
- Provide musical accompaniment or performance for special assemblies or programs (ex. Veteran's Day, Christmas Assembly)
- Be responsible for concerts and pre-concert school assembly performances up to five dates per year (ex. Christmas, spring concert, graduation)

### **Music Stipends**

10 + events outside of above scope of duties (Parades, All-county, Pep Band, NYSSMA, All-State, other music performances for special community events)      Index of .035

5+ events outside of the above scope of duties      Index of .015

3+ events outside of the above scope of duties      Index of .010

Bell Choir      Index of .025

## APPENDIX A-2

### COACHING PAY

Index will be applied to the current year's salary schedule, given credit for years of experience as defined below, up to a maximum of Step 18. Movement from maximum Step 12 to Step 18 will be one year at a time starting in 2010-2011 until the new cap is reached.

Beginning with the 2015-16 school year, coaching wages will be compensated on Schedule B of the LFTA contract.

Experience will be defined as:

- a. Cumulative years at a given level of a given sport.
- b. Transfer factor from a lower level to a higher level of the same sport will be 0.5.

(Example: 10 years J.V. = 5 years Varsity)

- c. Transfer experience from another school will be cumulative to 7 years.
- d. Experience will not be transferable between/among sports.

Coaches will be paid at the completion of their sports season. Winter coaches in Boys and Girls Basketball, Boys and Girls Volleyball and Wrestling will be paid in two installments.

	Fall	Winter1	Winter 2	Spring
2014-15	Payroll #9	Payroll #12	Payroll #18	Payroll #24
2015-16	Payroll #9	Payroll #12	Payroll #18	Payroll #24
2016-17	Payroll #9	Payroll #12	Payroll #18	Payroll #24

No additional monies will be paid for play-offs.



## COACHING POSITIONS INDEX

Boys Athletic Coordinator 0.100/Girls Athletic Coordinator 0.100

## FALL SPORTS

Cross Country 0.070

Modified Cross Country 0.050

Varsity Field Hockey 0.080

J.V. Field Hockey 0.070

Modified Field Hockey 0.050

Varsity Football 0.100

Assistant Football (5) 0.070 (Eliminated Modified Coaches)

Boys Varsity Soccer 0.080

Boys JV Soccer 0.070

Modified Boys Soccer 0.050

Girls Varsity Soccer 0.080

Girls JV Soccer 0.070

Modified Girls Soccer 0.050

Girls Tennis 0.070

## WINTER SPORTS

Boys Varsity Basketball 0.100

Boys J.V. Basketball 0.080

Boys Modified Basketball (2) 0.050

Girls Varsity Basketball 0.100

Girls J.V. Basketball 0.080

Girls Modified Basketball (2) 0.050

Boys Bowling 0.050

Girls Bowling 0.050

Indoor Track 0.050

Girls Volleyball 0.080

Girls JV Volleyball 0.070

Girls Modified Volleyball (2) 0.050

Boys Volleyball 0.080

Boys JV Volleyball 0.070

Varsity Wrestling 0.100

Assistant Wrestling 0.070

Modified Wrestling 0.050

## SPRING SPORTS

Boys Varsity Baseball 0.080

Boys JV Baseball 0.065

Boys Modified Baseball 0.050

Golf 0.060

Varsity Softball 0.080

Girls JV Softball 0.065

Girls Modified Softball 0.050

Boys Tennis 0.070

Boys Varsity Track 0.080

Boys Assistant Track 0.060

Boys Modified Track 0.050

Girls Varsity Track 0.080

Girls Assistant Track 0.060

Girls Modified Track 0.050

### Rubric Score to Sub-Component Conversion Chart

Total Average Rubric Score	Category	Conversion score for composite
	Ineffective 0-49	
1.000		0
1.008		1
1.017		2
1.025		3
1.033		4
1.042		5
1.050		6
1.058		7
1.067		8
1.075		9
1.083		10
1.092		11
1.100		12
1.108		13
1.115		14
1.123		15
1.131		16
1.138		17
1.146		18
1.154		19
1.162		20
1.169		21
1.177		22
1.185		23
1.192		24
1.200		25
1.208		26
1.217		27
1.225		28
1.233		29
1.242		30
1.250		31
1.258		32
1.267		33
1.275		34
1.283		35
1.292		36
1.300		37
1.308		38
1.317		39
1.325		40
1.333		41
1.342		42
1.350		43
1.358		44
1.367		45
1.375		46

## Appendix B-2

1.383		47
1.392		48
1.400		49
<b>Developing 50-56</b>		
1.5		50
1.6		50.7
1.7		51.4
1.8		52.1
1.9		52.8
2		53.5
2.1		54.2
2.2		54.9
2.3		55.6
2.4		56.3
<b>Effective 57-58</b>		
2.5		57
2.6		57.2
2.7		57.4
2.8		57.6
2.9		57.8
3		58
3.1		58.2
3.2		58.4
3.3		58.6
3.4		58.8
<b>Highly Effective 59-60</b>		
3.5		59
3.6		59.3
3.7		59.5
3.8		59.8
3.9		60
4		60.25 (round to 60)

### Appendix B-3

#### Marzano / iObservation

Assessment of Teacher Effectiveness Domain	Domain Score	Domain Weighting*
Domain 1 Classroom Strategies and Behaviors (41 Elements)	3	68% = 2.4
Domain 2 Planning and Preparing for Lessons and Units (8 Elements)	4	14% = .56
Domain 3 Reflecting on Teaching (5 Elements)	2	8% = .16
Domain 4 Collegiality and Professionalism (6 Elements)	1	10% = 0.1
Total Rubric Score		<b>2.86</b>
HEDI Rating	<b>Effective</b>	
Sub-Component Score (Using conversion chart)	<b>57.7</b>	

\*Marzano recommended weighting

**Appendix C-1**  
**Teacher Improvement Plan**

Name of Teacher \_\_\_\_\_

School Building \_\_\_\_\_ Academic Year \_\_\_\_\_

Deficiency that promulgated the “ineffective” or “developing” performance rating:

Improvement Goal/Outcome:

Action Steps/Activities:

Timeline for completion:

Required and Accessible Resources, including identification of responsibility for provision:

Dates of formative evaluation on progress (lead evaluator and teacher initial each date to confirm the meeting):

December:

March:

Other:

Evidence to be provided for Goal Achievement:

## **Appendix C-2**

Assessment Summary: Principal is to attach a narrative summary of improvement progress, including verification of the provision of support and resources as outlined above no later than 10 days after the identified completion date. Such summary shall be signed by the principal and teacher with the opportunity for the teacher to attach comments.



### APPENDIX C-3

LITTLE FALLS CITY SCHOOL DISTRICT

LITTLE FALLS, NEW YORK 13365

Please fill out and return to the Building Principal.

1. Name of parent or guardian \_\_\_\_\_
2. Name of student \_\_\_\_\_
3. Name of assigning teacher \_\_\_\_\_
4. Student's grade level \_\_\_\_\_
5. Title and author of work \_\_\_\_\_
6. Are you certain that the above work was required or suggested to the students by the above named teacher? \_\_\_\_\_
7. Have you completely read the work? \_\_\_\_\_
8. Please cite the passages which, in your opinion, are in some way objectionable.
9. In your opinion, what is the effect that the above title is likely to have on a student?
10. Have you checked the opinion of literary critics concerning the literary merits of the title?

## APPENDIX E - DISTANCE LEARNING

The following terms and conditions represent an agreement.

It is therefore agreed that the Little Falls Teachers Association and the Little Falls City School District may participate in a Distance Learning Program under the following conditions:

- A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the students (children) of the District.
- B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District transmitting/receiving courses in that tenure area through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The costs of appropriate training shall be established and borne by the District. The District agrees to pay the negotiated per diem rate for training which occurs outside the regular school day.
- D. The District agrees to assign personnel to the designated Distance Learning classroom during each period of operation to provide supervision and to be available to operate equipment. Any personnel volunteering or assigned to the Distance Learning classroom will be adequately trained at District expense.
- E. Participation in the Distance Learning Program's transmission of courses will be agreed upon the LFTA and the Little Falls City School District.
- F. The District agrees to allow the Little Falls Teachers Association to use the Distance Learning equipment and classroom when necessary. This use should not interrupt the regular educational program.
- G. Textbooks and other materials for Distance Learning courses shall be determined by the host teacher in conformity with the host district's normal practice.

## TRANSMITTING FROM LITTLE FALLS HIGH SCHOOL

H. Any program delivered from this school district for the purpose of educating students shall be taught by a bargaining unit employee. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purpose of student review and/or makeup work.

I. The time of transmission will be determined by the District, within the normal confines (starting and ending times) of the daily schedule of classes.

J. The classroom teacher shall not have the responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal, and appropriate training will be provided.

K. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.

L. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.

M. The teacher will not be required or expected to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out of district parents will be invited to Open House in the same manner as host school parents.) The teacher and receiving district may make mutually acceptable arrangements, including compensation, for attendance at such functions beyond the limits as described above.

N. In the event of the transmitting teacher's absence, the host district will attempt to provide a trained substitute and relevant course work for the subject area.

O. Evaluation of the host teacher will be done in accordance with provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

P. Any audio-visual recording of the classes are the property of the teacher.

Q. The calendar of the host district shall be used for each course being taught.

## RECEIVING DISTANCE LEARNING COURSES

R. No class shall be received for any course currently being taught without mutual consent of the parties. Consent may only be granted for one year at a time.

S. The receiving district shall not require its bargaining unit members to be responsible for grading, extra help, or lesson planning for any received classes.

T. A district employee may be assigned to the receiving class to provide assistance to the students and to be available to operate equipment. This employee would also be available to liaison with the sending teacher.

U. However, if the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person is requested to attend meetings outside normal work time, the meetings must be at mutually agreed upon times. The district shall compensate the employee at the negotiated rate.

V. If the district assigns a teacher to a receiving class; such assignment will count as a class in the teacher's normal load, and may not be assigned as an additional class or duty.

## APPENDIX F

Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

LITTLE FALLS CITY SCHOOL DISTRICT  
15 PETRIE ST, LITTLE FALLS, NY 13365

### **SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require and employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertification's, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. 1630.14 ( c ) (1), if the Americans with Disabilities Act applies.

Employers name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work Schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

---

Check if job description is attached: \_\_\_\_\_

## **SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your primary medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. 2613, 2614 (c) (3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. 825.305 (b).

Your name: \_\_\_\_\_

First

Middle

Last

## **SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice/Medical specialty: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical?  
care facility?

\_\_\_\_\_ No \_\_\_\_\_ Yes If so, date of admission:

\_\_\_\_\_  
Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition?

\_\_\_\_\_ No \_\_\_\_\_ Yes

Was medication, other than over-the-counter medication, prescribed? \_\_\_\_\_ No \_\_\_\_\_ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g.,  
physical therapist)? \_\_\_\_\_ No \_\_\_\_\_ Yes If so, state the nature of such treatments and  
expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_\_ No \_\_\_\_ Yes If so, expected delivery date: \_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:

\_\_\_\_ No \_\_\_\_ Yes

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts will include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

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**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_\_\_ No \_\_\_\_\_ Yes

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_\_\_ No \_\_\_\_\_ Yes

If so, are the treatments or the reduced number of hours of work medically necessary?

\_\_\_\_\_ No \_\_\_\_\_ Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee's needs, if any:

\_\_\_\_\_ Hour per day, \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_\_\_ No \_\_\_\_\_ Yes

Is it medically necessary for the employee to be absent from work during the flare-ups?

\_\_\_\_\_ No \_\_\_\_\_ Yes If so, explain:

\_\_\_\_\_

\_\_\_\_\_



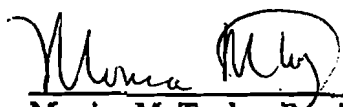
This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Signature of Attending Physician**


**Date**

In witness whereof, the parties have executed this agreement through their duly authorized representatives as of the 2<sup>nd</sup> day of May 2014.

Little Falls Teachers Association

  
\_\_\_\_\_  
Monica M. Tooley, President  
6/18/14  
\_\_\_\_\_  
Date

Little Falls City School District

  
\_\_\_\_\_  
Louis J. Patel, Superintendent of Schools  
6/19/14  
\_\_\_\_\_  
Date

