



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Fulton City School District and Fulton City School District Teachers Association (2006)**

Employer Name: **Fulton City School District**

Union: **Fulton City School District Teachers Association**

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **5072**

Unit Size:

Number of Pages: **44**

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

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

RECOGNITION

1. The Superintendent of Schools of the City School District, City of Fulton, N.Y., acting for the Board of Education, having determined that the Fulton Teachers' Association is supported by a majority of the teachers of the district, hereby recognizes the Fulton Teachers' Association as the exclusive negotiating agent for the bargaining unit members in the unit. This unit is determined to include all of the professional teaching staff including all teachers, department chairmen, guidance counselors, facilitators, librarians, speech therapists, social workers, school nurses, teaching assistants and psychologists (10 month).
2. The Superintendent of Schools agrees not to negotiate with any other bargaining organization than the Fulton Teachers' Association for the period ending June 30, 2010.

PRINCIPLES

Professional Teaching Personnel

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in Fulton depends upon the maximum utilization of the abilities of bargaining unit members who are satisfied with the conditions under which their services are rendered.

Right to Join or Not To Join

It is further recognized that employees have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employees.

Agency Fee

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association, a monthly service fee each month, as a contribution toward the administration of this agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular monthly dues.

Rights of Minorities and Individuals

The legal rights inherent in the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this agreement.

ARTICLE 1

SALARIES

- A. The beginning salary for a teacher with a BA or BS and no graduate hours shall be:

2006-07	\$40,994
2007-08	\$41,916
2008-09	\$42,860
2009-10	\$43,824

- B. Teachers earning graduate credit subsequent to July 1, 2006 shall be compensated at a rate of \$90 per graduate credit hour for each block of three (3) hours earned (\$270). The graduate credit earned shall then

become a permanent part of a teacher's salary. Payment for such graduate credit shall be in accordance with Article 18, Advanced Courses, of the agreement and made only after submission of proof of satisfactory course completion.

- C. Teachers earning graduate credit subsequent to July 1, 2006 may choose, at their option, to be remunerated for the tuition cost and fees of graduate credit courses rather than receive the \$90 per credit hour in B. above. The remuneration shall be based on the SUNY tuition cost for graduate credit level courses during any school year. Remuneration shall also be made for the actual cost of any textbooks and fees necessary for the course. When courses required by a member's Masters Degree program are not available at a SUNY college or university and with prior approval of the Superintendent, the remuneration shall cover the cost of the applicable private school tuition. Remuneration shall also be made for the actual cost of any textbooks and fees necessary for the course.

D. CAS and Doctoral stipends shall be as follows:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
CAS Degree	\$1,310	\$1,359	\$1,410	\$1,463
Doctorate	\$1,704	\$1,767	\$1,834	\$1,903

E. Masters Degree stipends shall be as follows:

<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$1,586	\$1,645	\$1,707	\$1,771

Teachers may be eligible for a stipend of \$500 for a second or third masters' degree. The Superintendent must give prior approval to the field of study for the teacher to be eligible for a second or third masters' degree stipend.

- F. All returning teachers shall receive salary increases exclusive of longevity of 3.5% for 2006-07, 3.75% for 2007-08, 3.75% for 2008-09 and 3.75% for 2009-10.

- G. Professional Development days shall be compensated at the per diem rate of .5% (1/200) of the teacher's total contract salary as follows:

2006-07	2
2007-08	2
2008-09	2
2009-10	2

- H. Should a new collective bargaining agreement not be resolved in any subsequent year to this agreement, teachers and nurses shall, nevertheless, receive an annual incremental increase to their prior year's salary of \$850 for each year there in no new agreement until a mutual agreement has been reached. Likewise, teaching assistants shall receive an annual incremental increase of \$425 to their prior year's salary. The incremental increase shall be paid in equal installments throughout the school year starting with the first paycheck in September. Such incremental increases shall be inclusive of and not in addition to the settlement increase that is finally agreed to by the parties.

- I. Following the teacher's 15th, 20th, 25th, 30th and 35th years of credited service with the Fulton City School District, such member shall have added to their yearly salary a \$500 longevity salary credit. These salary credits shall become part of the teacher's regular annual salary in the year immediately following the above listed years of credited service. Credited service for teachers is defined as years of service beginning with the date of hire as a full time replacement substitute teacher or full time probationary appointee.

ARTICLE 2

EXTRA PAY SCHEDULE
CERTAIN POSITIONS

<u>TITLE/POSITION</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
• Guidance counselor	\$3,138	\$3,256	\$3,378	\$3,505
• Mentor	\$439	\$455	\$472	\$490
Department Chair:				
• English Language Arts	\$5,489	\$5,694	\$5,908	\$6,130
• Science	\$5,489	\$5,694	\$5,908	\$6,130
• Math	\$5,489	\$5,694	\$5,908	\$6,130
• Social Studies	\$5,489	\$5,694	\$5,908	\$6,130
Facilitator:				
• Music (K-12)	\$5,489	\$5,694	\$5,908	\$6,130
• Vocal Section	\$1,709	\$1,773	\$1,839	\$1,908
• Band Section	\$1,709	\$1,773	\$1,839	\$1,908
• String Section	\$683	\$709	\$735	\$763
• Business Curriculum	\$3,410	\$3,538	\$3,671	\$3,809
• Elementary Academic Facilitator	\$1,757	\$1,823	\$1,892	\$1,963
• Jr. High Academic Facilitator	\$1,757	\$1,823	\$1,892	\$1,963
• Foreign Language Facilitator (9-12)	\$2,626	\$2,724	\$2,826	\$2,932
• Foreign Language Facilitator (7-8)	\$1,757	\$1,823	\$1,892	\$1,963
• Practical/Fine Arts Facilitator (7-8)	\$1,757	\$1,823	\$1,892	\$1,963
• Career and Technology Facilitator (9-12)	\$2,626	\$2,724	\$2,826	\$2,932
• Health/Health Services Facilitator (K-12)	\$5,489	\$5,694	\$5,908	\$6,130
• Guidance Facilitator	\$2,626	\$2,724	\$2,826	\$2,932
• *Department Facilitator (9-12)	\$2,626	\$2,724	\$2,826	\$2,932

*Available only when there is no qualified candidate to fill any of the four Department Chair positions listed above.

After school detention supervision performed by teachers shall be compensated at the rate of \$25 per hour for work performed.

EXTRA-CURRICULAR ACTIVITIES PAY SCHEDULE

<u>POSITION</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Chaperoning Bus Trips – Max 2/Bus per Trip	\$69	\$72	\$75	\$78
Chaperoning School Dances – Max 5 per dance	\$52	\$54	\$56	\$58
National Honor Society Advisor	\$969	\$1,005	\$1,043	\$1,082
Technology Honor Society	\$969	\$1,005	\$1,043	\$1,082
Ski Club Advisor (no bus pay)	\$1,568	\$1,627	\$1,688	\$1,751
Musical Director	\$4,697	\$4,873	\$5,056	\$5,245
Musical Director - Music	\$4,697	\$4,873	\$5,056	\$5,245
Musical Choreographer	\$800	\$830	\$861	\$893

Musical Set Designer	\$800	\$830	\$861	\$893
Speech & Drama Director	\$4,697	\$4,873	\$5,056	\$5,245
Speech & Drama Director Assistant	\$1,568	\$1,627	\$1,688	\$1,751
High School Yearbook Advisor	\$4,697	\$4,873	\$5,056	\$5,245
Yearbook Business Manager	\$1,749	\$1,815	\$1,883	\$1,953
Marching Band	\$5,483	\$5,689	\$5,902	\$6,124
Senior Class Advisor	\$2,538	\$2,633	\$2,732	\$2,834
Junior Class Advisor	\$2,156	\$2,237	\$2,321	\$2,408
Sophomore Class Advisor	\$868	\$901	\$935	\$970
Freshman Class Advisor	\$683	\$709	\$735	\$763
Chess Advisor	\$868	\$901	\$935	\$970
Academic Club	\$868	\$901	\$935	\$970
Library Club	\$615	\$638	\$662	\$687
Student Council Advisor, Jr. High	\$1,584	\$1,643	\$1,705	\$1,768
Junior High Year Book Advisor	\$1,584	\$1,643	\$1,705	\$1,768
Drama Advisor, Jr. High	\$1,722	\$1,787	\$1,854	\$1,923
Student Senate	\$2,156	\$2,237	\$2,321	\$2,408
Newspaper Sr. High	\$3,410	\$3,538	\$3,671	\$3,809
Newspaper Jr. High	\$1,137	\$1,180	\$1,224	\$1,270
Science Club	\$868	\$901	\$935	\$970
Future Business Leaders Club Advisor	\$868	\$901	\$935	\$970
Outdoor Adventure Club	\$615	\$638	\$662	\$687
Environmental Club	\$615	\$638	\$662	\$687
Latin Club	\$615	\$638	\$662	\$687
Spanish Club	\$615	\$638	\$662	\$687
German Club	\$615	\$638	\$662	\$687
French Club	\$615	\$638	\$662	\$687
Hope Club	\$615	\$638	\$662	\$687
Students Against Destructive Decisions (SADD)	\$615	\$638	\$662	\$687

- New clubs will be started in accordance with Board Policy 5252.O-R
- Any new club advisor positions, created by the District and approved by the Board of Education, shall be compensated at least the minimum annual rate for any club listed above.

CURRICULUM WRITING

Teachers hired for writing curriculum shall be paid \$25.33 per hour in 2006-07, \$26.28 per hour in 2007-08, \$27.26 per hour in 2008-09 and \$28.28 in 2009-10.

EXTRA-CURRICULAR ACTIVITIES PAY SCHEDULE

Driver Education Teachers shall receive \$33.11 per hour for 2006-10, except Adult Education.

Payment for printing shall be at a rate of \$26.73 per hour for 2006-10.

The following musical activities shall be compensated at the hourly rate of \$23.57 per hour in 2006-07, \$24.45 per hour in 2007-08, \$25.37 per hour in 2008-09 and \$26.32 per hour in 2009-10:

1. Fall, Holiday, MIOSM, Spring and Special Concerts for the Junior and Senior High Schools and for the West Side and East Side Elementary Schools.
2. All Oswego County Select Festivals for the Junior and Senior High Schools and Elementary Schools.
3. Oswego County and N.Y.S. School Music Association Competitions.
4. Area All-State Select Festivals and Auditions.
5. Maximum hours and activities for the above to be paid as outlined on pages 35-37.

Mileage: Bargaining unit members shall be reimbursed at the most recent (as of July 1st prior to each school year) Internal Revenue Service (IRS) rate for mileage used in the unit member's personal vehicle on authorized District business.

ARTICLE 3

EXTRA PAY FOR INTERSCHOLASTIC ATHLETICS

1. Pay shall be in the appropriate level (A-F) depending upon the number of years in coaching the particular sport. Coaches who transfer from one sport to another will be placed on step equal to one-half (1/2) of the credited years he/she has coached.
2. No presently assigned coach shall be cut in pay if the index indicates a lower salary.
3. All J.V. head coaches and assistant varsity coaches will receive 73% of the varsity head coaches index step.
4. All Jr. High and Frosh head coaches and J.V. assistant coaches will receive 55% of the varsity index step.
5. All Jr. High and Frosh assistant coaches will receive 40% of the varsity index step.
6. All coaches will receive written notice of their coaching assignment(s). The District will make every reasonable effort to notify in writing each coach of his/her coaching assignment(s) at least six (6) weeks before the beginning of the season.
7. Each year, the agreed upon percentage will be applied to the base.

<u>LEVELS</u>	<u>EXPERIENCE</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
A	1 to 3 years	\$50,567	\$52,463	\$54,430	\$56,471
B	4 to 6 years	\$51,553	\$53,486	\$55,492	\$57,573
C	7 to 9 years	\$52,589	\$54,561	\$56,607	\$58,730
D	10 to 12 years	\$53,600	\$55,610	\$57,695	\$59,859
E	13 to 15 years	\$54,613	\$56,661	\$58,786	\$60,990
F	16 to 18+ years	\$55,623	\$57,709	\$59,873	\$62,118

(Base salary is multiplied by index to determine salary. The index is a percentage - for example 9.5 = 9.5%.)

COACHES INDEX

<u>POSITION</u>	<u>INDEX</u>
Head Boys Varsity Football Coach	11.5
Varsity Basketball Coach	10.5
Varsity Lacrosse Coach	10.5
Varsity Wrestling Coach	10.5
Varsity Ice Hockey Coach	10.5
Varsity Baseball/Softball Coach	10.5
Varsity Volleyball Coach	10.5
Varsity Gymnastics Coach	9.5

Varsity Track Coach	9.5
Varsity Soccer Coach	9.5
Varsity Swim Coach	9.5
Varsity Tennis Coach	8.5
Varsity Cross Country Coach	7.0
Varsity Cheerleading Coach (fall & winter)	6.0 per season
Varsity Indoor Track Coach	6.0
Varsity Golf Coach	4.5
Varsity Bowling Coach	3.0

Intramural Sports: \$19.90 per hour in 2006-07, \$20.65 per hour in 2007-08, \$21.42 per hour in 2008-09 and \$22.22 in 2009-10.

ARTICLE 4

SALARIES FOR SUMMER SCHOOL AND ACADEMIC INTERVENTION (AIS) TEACHERS

1. The salaries of summer school teachers for a full one-half day session for the summer school are \$5,267 in 2006-07, \$5,465 in 2007-08, \$5,670 in 2008-09 and \$5,882 in 2009-10. Summer school as it pertains to this article refers to the traditional summer school conducted in conformance with the rules and regulations of the New York State Education Department.

2. Effective July 1, 2001, AIS shall be provided to eligible students in the Fulton City School District in accordance with the Commissioner's Part 100 Regulation. For the purposes of this agreement AIS shall be defined by the NYS Commissioner of Education Regulations, Part 100.1 (g) The following terms and conditions shall be instituted and maintained:
 - AIS delivered during the regular instructional day shall not result in an increase in teacher student loads or in the number and length of teacher instructional and supervisory duties.
 - AIS delivered during time periods, which extend the regular school day, shall be compensated at a rate of \$43.41 per hour for the 2006-07 and \$45.04 for 2007-10 years. Planning and delivery of instruction shall be viewed as separate activities in situations where regular course instructors do the actual planning for extended time AIS. For every 45 or 60 minutes of instruction teachers will be compensated for an additional 15 minutes of required planning time.
 - AIS delivered during time periods which extend the regular school day shall be considered unit member work for members of the FTA. Instructors shall possess appropriate certification.
 - For purposes of this agreement, instructional and supervisory assignments shall be differentiated as follows: Instructional duties require the teacher to plan assignments, prepare class work, grade and evaluate students.
 - Extended year summer programs which meet New York State Department of Education requirements as full summer sessions shall be compensated in accordance with the negotiated agreement provisions related to summer school. All other academic intervention extended year programs shall be compensated at the hourly rate of \$43.41 for 2006-07 and \$45.04 for 2007-10. (This shall apply only to academic intervention programs, not other summer programs)
 - The maintaining of AIS records shall be the responsibility of the AIS teacher and their immediate supervisor.
 - Class size guidelines for AIS classes shall be consistent with class sizes currently in use in remedial classes, i. e. twelve students.

ARTICLE 5

ADULT EDUCATION SALARIES

Adult Education salary for the duration of this agreement shall be \$37.59 per hour in 2006-07, and \$39.00 per hour in 2007-10 with the understanding that the Superintendent of Schools, or his designee, shall have the option of determining equivalency in recommending rates of pay for adult education teachers to the Board of Education.

Rates of pay for driver training under the Adult Education Program shall be \$37.59 per hour in 2006-07 and \$39.00 per hour in 2007-10.

ARTICLE 6

SALARIES AND TERMS AND CONDITIONS OF EMPLOYMENT FOR SCHOOL NURSES and TEACHING ASSISTANTS

Compensation - School Nurses

The beginning salary for a School Nurse shall be: \$32,195 for 2006-07, \$33,080 for 2007-08, \$33,990 for 2008-09 and \$34,924 for 2009-10.

All returning nurses shall receive salary increases exclusive of longevity of 3.5% for 2006-07; 3.75% for 2007-08; 3.75% for 2008-09; and 3.75% for 2009-10.

Nurses with prior administrative authorization to write health services procedures for the district shall be paid \$25.33 per hour in 2006-07, \$26.28 per hour in 2007-08, \$27.26 per hour in 2008-09 and \$28.28 per hour in 2009-10.

Nurses shall be reimbursed up to \$150 per year for the cost of malpractice insurance premium. To receive reimbursement a copy of a paid invoice or other verification of the insurance must be submitted.

Nurses holding a bachelor degree shall receive a stipend of \$750.

When a nurse is assigned to cover more than one school building due to a colleague's absence, the nurse shall be compensated each day of the assignment for two (2) additional hours (inclusive of time that may be required to work through a duty free period) as a commensurate hourly rate calculated as follows: nurse's annual salary divided by 200, divided by the normal number of hours in the work day.

Work required of school nurses beyond their regularly scheduled work day, shall be compensated at their per-diem rate. Per-diem rate is defined as 1/200 of annual salary. An hourly rate is determined by dividing the per-diem rate by seven (7) hours. In all instances, the nurse must have an administrator's request to perform such work. It is understood and agreed that this provision does not apply to committees and/or contractually required professional obligations, but will include such assigned duties as accompanying a field trip and mandatory training after school hours.

Compensation - Teaching Assistants

The beginning salary for a Teaching Assistant shall be as follows:

TA LEVEL I – Teaching Assistants, hired before February 2, 2004, eligible for or possessing temporary certification as a Teaching Assistant; and Teaching Assistants hired on or after February 2, 2004 at Level I in accordance with the Commissioner's Regulations for Teaching Assistant License Requirements. The beginning salary for 2006-07 shall be \$15,413, for 2007-08 shall be \$15,836, for 2008-09 shall be \$16,272 and for 2009-10 shall be \$16,719.

TA LEVEL II – Teaching Assistants hired before February 2, 2004, who have completed one year of service as a Teaching Assistant and have not completed the academic requirements for, but are working toward continuing certification; and Teaching Assistants hired on or after February 2, 2004, who are at Level II in accordance with the Commissioner’s Regulations for Teaching Assistant License Requirements. The beginning salary for 2006-07 shall be \$17,468, for 2007-08 shall be \$17,984, for 2008-09 shall be \$18,441 and for 2009-10 shall be \$18,949.

TA LEVEL III – Teaching Assistants hired before February 2, 2004, who meet the pre 2004 requirements for the continuing Teaching Assistant Certificate and received tenure; and Teaching Assistants hired on or after February 2, 2004, at Level III in accordance with the Commissioner’s Regulations for Teaching Assistant License Requirements. The beginning salary for 2006-07 shall be 19,523, for 2007-08 shall be \$20,059, for 2008-09 shall be \$20,611 and for 2009-10 shall be \$21,178.

TA LEVEL IV – Effective February 2, 2004 and thereafter, Teaching Assistants employed by the District who possess a BA Degree; and Teaching Assistants at Level IV, “Pre-Professional” in accordance with the Commissioner’s Regulations for Teaching Assistant License Requirements hired on or after February 2, 2004. The beginning salary for 2006-07 shall be 22,605, for 2007-08 shall be \$23,227, for 2008-09 shall be \$23,865 and for 2009-10 shall be \$24,522.

COMMISSIONER’S REGULATIONS SUMMARY (applicable for TA’s hired on or after February 2 2004.):

<p>Level I:</p> <ul style="list-style-type: none"> • High school diploma or equivalent • Pass communication and quantitative skills test • Valid for one year, but may be renewed for one year 	<p>Level II</p> <ul style="list-style-type: none"> • High school diploma or equivalent • 6 semester hours of collegiate study • Pass communication and quantitative skills test • Work for one year at Level I • Valid for two years, not renewable
<p>Level III</p> <ul style="list-style-type: none"> • High school diploma or equivalent • 18 semester hours of collegiate study • Pass communication and quantitative skills test • Work for one year at Level I or II • Continuously valid with 75 hours of professional development every 5 years 	<p>Level IV</p> <ul style="list-style-type: none"> • High school diploma or equivalent • 18 semester hours of collegiate study • Matriculation in teacher preparation program • Pass communication and quantitative skills test • Work for one year at Level I, II or III • Valid for 5 years, but may be renewed if individual has taken 30 semester hours in the previous 5 year period.

All returning Teaching Assistants shall receive salary increases excluding longevity of 3.5% for 2006-07, 3.75% for 2007-08, 3.75% for 2008-09 and 3.75% for 2009-10.

Compensation for Teaching Assistants after normal school hours will be at the hourly rate of \$16.53 for 2006-07, \$17.15 for 2007-08, \$17.79 for 2008-09 and \$18.46 for 2009-10

Longevity – School Nurses and Teaching Assistants

Following the School Nurse’s or Teaching Assistant’s 15th, 20th, 25th, 30th, and 35th years of credited service with the Fulton City School District, each member shall have added to their yearly wage a \$500 longevity salary credit. These salary credits shall become part of the member’s regular annual salary in the year immediately following the above listed years of credited service. Credited service shall be defined as years of service to the District in the job titles of Teaching Assistant or School Nurse.

Professional development days shall be compensated at the per-diem rate of .5% (1/200) of the School Nurse’s or Teaching Assistant’s total salary as follows: Two (2) days in each contract year 2006-10.

Teaching Assistants and Nurses earning college credit shall be remunerated for the tuition cost and fees of courses that have been approved by the Superintendent in advance of their enrollment in the class and for which they have received a grade of C or above. The remuneration shall be based on the SUNY tuition cost for

undergraduate or graduate credit level courses during any school year. Remuneration shall also be made for the actual cost of any textbooks and fees necessary for the course.

ARTICLE 7

STAFF PAY PERIODS

All professional personnel employed for the ten (10) month school year shall be paid in either of two plans.

Effective with the 1996-97 school year the staff pay periods shall be modified as follows:

All professional personnel employed for the ten (10) month school year shall be paid in either of two plans:

1. Plan 1. There shall be twenty-two (22) paychecks. The first and second checks shall contain 1/42 of the annual salary. Checks three through twenty-two shall contain 1/21 of the annual salary. The first check shall be issued on the first Thursday after the opening day of classes. The second check shall be issued on the second Thursday after the opening day of classes. There shall be three (3) paychecks issued in September.

2. Plan 2. Each participant in Plan 2 shall receive twenty-two (22) paychecks. The first and second checks shall contain 1/50 of the annual salary, checks three through twenty-one shall contain 1/25, and the final check, number twenty-two, shall contain 5/25 of the annual salary. The first check shall be issued on the first Thursday after the opening day of classes. The second check shall be issued on the second Thursday after the opening day of classes. There shall be three (3) paychecks issued in September. Employees choosing Plan 2 shall notify the Business Office two (2) weeks prior to the commencement of school in September of his/her desire to elect Plan 2.

Any employee who elects Plan 2 must do so in writing on a form provided by the District Business Office and must maintain such plan for the duration of the school year. Such election shall remain in effect until the employee, at the outset of a subsequent school year, notifies the District, in writing, of his/her intention to participate in Plan 1.

ARTICLE 8

PAYROLL DEDUCTIONS

A. The School District Business Office will deduct amounts from payroll checks as follows during the school year:

1. A deduction for dues to professional organizations: NYSUT, Fulton Teachers' Association and American Federation of Teachers only with equal deductions from 19 paychecks beginning with the first paycheck in October.
2. United Way payroll deductions will be equal deductions from 17 paychecks beginning with the first paycheck in November.
3. The district shall provide direct deposit of paychecks to bank(s) and or credit union(s) as authorized by the unit member. Deposits shall be made directly to designated institutions.
4. Health-Dental-Vision coverage insurance payments.
5. Long Term Disability Insurance
6. VOTE COPE

B. Tax-Sheltered Annuities

The District agrees to provide for payroll deductions for tax-sheltered annuities from the following companies. Any company enrolling bargaining unit members may be added to the list if it replaces a non-active company. Bargaining unit members shall be provided the opportunity for payroll deductions for tax-sheltered annuities from two (2) companies.

1. Aetna Trust – Aetna Opportunity Plus
2. American Century Investments, Inc.
3. American Funds
4. Confidential Planning Corp.
5. Employees Benefit Account
6. Equitable Individual Annuity Center, Equi-Vest
7. Fidelity Investments
8. The Guardian Insurance & Annuity Company, Inc.
9. IDS Life Company of New York
10. Massachusetts Mutual Life Insurance Co.
11. Metropolitan Life
12. Nationwide Life Insurance Company
13. Northwestern Mutual
14. Oppenheimer Funds Services
15. Prudential
16. Putnam Investor Services
17. The Travelers Companies

Bargaining unit members shall be able to sign up, withdraw or change annuities by the 15th of any month with the change beginning with the first paycheck of the next month. The next opportunity to change Tax Sheltered Annuities deductions will occur in the month following the previous change. Example: A change made in September takes effect in October. The next opportunity to change in November would take place in December.

ARTICLE 9

REIMBURSEMENT FOR JURY DUTY

- A. The policy of the Board of Education concerning service by bargaining unit members on jury duty, when called for such, shall be amended by adding the provision that bargaining unit members shall be reimbursed for such duty only for the difference between the net daily rate for the bargaining unit member concerned and the amount paid by the County for such services.
- B. In the case of bargaining unit members serving for a half day on such jury duty, the same rule shall apply, it being understood that the bargaining unit members shall be available to work for the half day.

ARTICLE 10

INSURANCES

(Health - Dental – Disability-Vision)

- A) In the event the District elects to provide the herein referenced benefits through a self-insurance program, the provisions of Appendix A shall apply. The District shall provide health, dental and disability insurance at benefit levels that are equal to or better than those benefit levels provided on June 30, 2000, including, but not limited to the following:

1. Major Medical up to \$1,000,000
2. \$100. Deductible (2 per family)
3. Nervous and Mental to \$40.00 per visit
4. Semi-private plus \$10.00 for private room
5. 80% Co-insurance only for the first \$2,000.00 annually; 100% thereafter, annually
6. Supplemental Accident
7. Unlimited Ambulance Coverage
8. Vision Care

A.1) Beginning January 2008, for active members and those who retire at the end of the 2006/07 school year thereafter, the Prescription Drug Co-insurance out of pocket maximum shall be increased from \$200 per family member to \$500 for any two (2) family members. For example: a unit member or an individual family member spent \$500 out of pocket in a calendar year, the plan will there after cover 100% of the drug cost. When any two (2) individual members of the family have each individually met the \$500 out of pocket Co-insurance, the plan will pay 100% of the prescription cost for all family members for the remainder of the calendar year.

B) Effective July 1, 1996, the District will pay 90% of the total premium for the individual member's Health Insurance coverage and 90% of the total premium for the dependent's Health Insurance coverage.

Excessed, laid off, or reduced in force bargaining unit members shall have their health insurance premiums (employee and dependents, if any) fully paid by the District for a period of six (6) full months after being excessed. In the case of an excess of a regular ten (10) month school employee, the six (6) month period shall begin in September of the next school year. However, if an employee has comparable health insurance available with a new employer, the benefits of this section shall not apply. Bargaining unit members with ten (10) or more years of service with the District who leave the employ of the District shall have their health insurance premiums (employee and dependents, if any) fully paid by the District for a period of three (3) full months after severing their employment with the District. However, if an employee has comparable health insurance available with a new employer, the benefits of this section shall not apply.

C) The District shall contribute \$616.00 per year for each participating unit member for Major Medical (U.C.R.) Dental program coverage (including orthodontia rider) which shall be provided by the District at benefit levels that are equal to or better than those benefit levels provided on June 30, 2000. The program shall be administered as in previous years, but in no event shall the Districts liability exceed \$616.00 per bargaining unit member.

D) Effective July 1, 2001, the District shall provide 90% of the active employee premium and 90% of the dependent premium for the "Davis Premier Platinum Annual Vision Plan" or other plan with equal or greater benefits.

E) Death Benefit – In the event that an active employee dies while still employed by the District, such employee's unused sick days shall be converted into a credit to be used for health insurance purposes. Such credit shall be determined by calculating the per diem salary (1/200 of annual salary) times the number of accumulated sick days. Such credit shall be applied to continue coverage for the employee's eligible dependents (as determined by the Master Benefit Plan Document) until the credit is exhausted but no greater than three years.

F) **Long Term Disability Protection**

The District shall contribute 75% of the premium cost for any employee who elects coverage through a long-term disability income protection insurance plan. The plan shall be jointly selected and shall provide benefits at least equivalent to the program proposed by the Association during the course of bargaining, i.e. the UNUM plan. The plan shall provide for 67% of monthly earnings to age 65, to a maximum of \$5,000. The District shall also, by payroll deduction, withhold and forward the employee's share of the premium cost in the same manner as it does the health insurance premiums.

G) IRS 125 Flexible Spending Plan

The parties shall establish an IRS 125 Flexible Spending Plan at such time as the parties agree upon the procedures to be followed and the third party administrator who shall administer the program. The District shall pay the costs of the third party administrator and any start up costs for the program. Any costs that can legally be paid through the IRS 125 plan shall be permissible. Such costs shall include, but not necessarily be limited to, child and adult care expenses, health insurance premiums, deductible expenses under the major medical portion of the health insurance plan, and any other unreimbursed medical costs.

H) Health Insurance Financial Inducement Option

1. Any employee enrolled in the District wide health insurance program for at least one (1) calendar year may elect to forego either individual or dependent coverage and shall receive a financial inducement for such withdrawal in accordance with the terms herein.
2. At the time an employee is hired, and that employee's spouse has coverage elsewhere, the inducement rate for such employee will be according to #3 below.
3. The financial inducement for withdrawing from the group health insurance program shall be as follows:

<u>Individual</u> \$1,000	<u>Individual + One</u> \$1,500	<u>Family</u> \$2,000
------------------------------	------------------------------------	--------------------------

4. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on the Fulton City School District Election Form, in the month prior to the beginning of the Plan Year. Plan Years shall begin on July 1 and end on June 30, except in the first year of the operation of the Plan. Evidence of other medical insurance shall be required.
5. Payment of such financial incentive shall be made annually after the close of school in June and no later than July 30th.
6. The amount of such payment shall be prorated, based upon the actual amount of time the employee is foregoing the coverage. The period for such probation shall be from July 1 through June 30. The time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
7. Employees, who elect not to join the health insurance program when hired, or withdraw from the program at some other time, are eligible to rejoin or join the program. The effective date of insurance for active employees joining the plan shall be the earlier of January 1, or July 1, of the given calendar year, except for active employees demonstrating extreme hardship. Application and the Fulton City School District Election Form must be filed at least 15 days prior to the intended effective date.
8. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. Both parties caution that only those employees who have dependent coverage through a spouse's employment consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, costs, employer's participatory share of such costs, etc., of their spouse's health insurance program.
9. Employees who plan to retire and expect to use the health insurance credits described in Article 37 must withdraw from the inducement plan and rejoin the health insurance plan. Application to rejoin the health insurance plan must be made 30 days prior to the reopening date that proceeds the retirement.
10. If this agreement jeopardizes the contracted health coverage, the agreement becomes null and void.

See the following form:

Fulton City School District

HIFIO Form

Name _____ Social Security # _____

Address _____

City _____ State _____ Zip _____

Medical Insurance Premium Plan and Inducement Allowance (Check Box)

- I elect not to participate in the Fulton City School District Medical Insurance Premium Plan that entitles me to the applicable allowance as stipulated in Article 10. H. 3, of the Contract. I have enclosed proof that I have other medical insurance coverage.

Employee Signature

Date

Employer Signature

Date

ARTICLE 11

ATTENDANCE AT PROFESSIONAL MEETINGS

- A) Subject to budget limitations, the Board of Education will continue to permit bargaining unit members to attend subject matter conferences. The amount allocated for such conferences shall be equitably distributed among all schools.
- B) A building wide committee composed of bargaining unit members and administrative staff shall determine allocation of such funds within the staff assigned to each building. The Superintendent of Schools, however, shall make final approval of the conferences.
- C) The present policy with respect to teacher visitation to other schools in other school districts shall continue.
- D) When it is necessary for the President of the Fulton Teachers' Association or his/her designees to engage in Association activities directly related to Association duties as representatives of the bargaining unit members which cannot be performed in other than school hours, upon the written request to the Superintendent of Schools or the building principal at least one (1) day in advance, they shall be given such time, without loss of pay or leave as is necessary to perform any such activity. This privilege shall not exceed sixteen (16) teacher days per year, without further approval of the Board of Education.
- E) In addition to the above provided days, up to twenty (20) teacher days will be available for use by the President, 1st VP and 2nd VP as needed. Notice shall be provided as outlined in paragraph "D" above.

ARTICLE 12

LEAVES OF ABSENCE

A. Sick Leave and Accumulated Sick Leave

1. The present ten (10) days leave per year for individual and family illness is to continue for the first three (3) years of employment. Starting with the fourth (4th) year of service, twelve (12) days per year for individual and family illness and starting with the eleventh (11th) year of service, fifteen (15) days per year for individual and family illness are to be permitted. Bargaining unit members hired subsequent to July 1, 1983 shall only be entitled to ten (10) days leave per year for the first (1st) three (3) years of employment and twelve (12) days per year starting with the fourth (4th) year of employment.

The total annual sick leave of 10, 12, or 15 days shall be available to bargaining unit members on the first day of each school year.

Bargaining unit members hired on a full-time basis after the start of the school year shall receive a pro-rata share for any month or portion of a month in which they are scheduled to work. The allotment shall be available when the bargaining unit member reports for the first day of work.

Bargaining unit members who do not report for work during the school year, but do use accumulated sick leave shall be entitled to receive a monthly pro-rata share for each 20 days of sick leave used.

Example: 10 days = 1.0
 12 days = 1.2
 15 days = 1.5

Bargaining unit members who do not report for work during the school year and who do not use accumulated sick leave during that school year shall not be entitled to receive additional accumulated sick leave for that year.

2. Accumulated sick leave is to be 362 days. Any bargaining unit member beginning a school year at the sick leave accumulation maximum and any bargaining unit member who would exceed the sick leave accumulation maximum with the new school year's allotment of sick days will have those days available to them to use as sick days. The new allotment of personal days will be available as well. No more than 362 days may be accumulated, carried forward to the next school year, however, in the year that the unit member retires any unused days of that year's allotment in excess of 362 shall be counted as accumulated for the purposes of Article 35.

Examples:

Bargaining unit member A has 362 sick days at the end of the 2006-2007 school year. The bargaining unit member is entitled to 12 additional sick days and 4 additional personal day for the 2007-2008 school year. The bargaining unit member uses five (5) sick days and retires at the end of the year. $(362 + 12 + 4 = 378 - 5 = 372)$. This bargaining unit member will have 372 accumulated sick days for the purposes of Article 35.

Bargaining unit member B has 362 sick days at the end of the 2006-2007 school year. The bargaining unit member is entitled to 12 additional days for the 2007-2008 school year. The bargaining unit member uses twenty (20) sick days and retires at the end of the year. $(362 + 12 + 4 = 378 - 20 = 358)$. This bargaining unit member will have 358 accumulated sick days for the purposes of Article 35.

3. The use of sick leave will be continued as at present and as described on the Fulton City School District Teacher Absence Card, a copy of which is appended hereto for informational purposes (page 38).
4. Bargaining unit members can use the sick leave mentioned above for family illness. However, use of such sick leave is limited to 85% of the member's accumulated sick leave or fifty (50) days, whichever is greater in number.
5. The District reserves the right to request that a bargaining unit member produce a doctor's verification of illness or disability for any absence of thirty (30) or more consecutive school days.

B. Leave for Reasons Other than Illness

1. The Board of Education shall grant four (4) days per year of personal leave to each bargaining unit member. Arrangement for such leave must be made two (2) or more days in advance (whenever possible) with the Building Principal and/or Superintendent of Schools. Prior permission must be granted in order for the bargaining unit member to be absent with pay. Each request is to be evaluated by the Building Principal and/or Superintendent of Schools. Personal leave will not be deducted from accumulated sick leave and is not accumulative.
2. Reasons for request for personal leave are:
 - a) Marriage in teacher's immediate family (sister, brother, child, parent, own)
 - b) Necessary court appearance
 - c) Moving
 - d) Emergency accidents
 - e) Observance of religious holidays, the observance of which is expected or required.
 - f) Personal family problems
 - g) Interview for position in another district
 - h) Teachers retirement investigation
 - i) Legal house closing

Use of personal leave for the purpose of extending holiday or vacation periods (not to include the normal Saturday and Sunday week-ends) shall be cause for disciplinary action not to exceed the forfeiture of one days pay for each day of absence for the first offense.

3. Personal leave not used will be added to the individual bargaining unit member's accumulated sick leave. The leave may only be used as sick leave in the future. This is not to increase the established sick leave accumulation limit.
4. Bereavement Leave - Up to three (3) days Bereavement Leave per occurrence shall be granted to a professional staff member due to the death of a member of his/her immediate family as set forth on the absence card, or for the death of a person with whom the staff member has had a close, long-term relationship, which days shall not be deducted from either sick or personal leave. Additional days may be deducted from accumulated sick leave.

Members will notify the District of the need for bereavement leave as soon as is possible.

C. Extended Leave of Absence because of Pregnancy, Birth or Child Rearing and the Use of Sick Leave Benefits

1. For the purpose of this article, the period of medical disability prior and subsequent to birth will be treated as a leave due to illness. A leave of absence without pay for maternity/child rearing will commence when the physician ends the period of disability. A bargaining unit member who is to become a parent will be granted, upon request to the Board of Education, a leave for a period of up to two (2) school years for the purpose of pregnancy, birth, or child rearing. The two (2) school years shall include any and all leave time associated with pregnancy, childbirth, or child rearing including sick leave.
2. Whenever possible, notification for an unpaid leave shall be made at least three (3) months prior to the anticipated commencement of the leave with the final notice of the leave being given, whenever possible, no less than thirty (30) days prior to the commencement of the unpaid leave.
3. Bargaining unit members intending to go on unpaid leave shall request that their leave begin on the first day that they will be absent from their classroom duties. The Superintendent and the bargaining unit member will mutually agree to a date of return from an unpaid leave.
4. The bargaining unit member on such leave for one (1) school year or more, shall notify the Superintendent of Schools in writing of her intent to return to her position at least four (4) months prior to the date of return.
5. Non-tenured bargaining unit members will have such leave time added to their probationary period.
6. The granting of such leave in no way guarantees the bargaining unit member shall be returned to the same position, room, grade, or building upon termination of leave. However, every reasonable effort will be made to place the returning bargaining unit member in the same or similar teaching station that he/she occupied prior to the leave.
7. Such leave shall not be extended beyond the date determined by the Board resolution granting such leave, except when a request is made in writing to the Superintendent with proof furnished of extenuating circumstances. Under no circumstances, however, will such leave be for a period of time greater than two (2) years from the date the leave actually commenced.
8. The Board of Education shall provide insurance coverage (including major medical) for a maximum of one (1) year for bargaining unit members who go on such unpaid leave to the same extent as provided for bargaining unit members who sustain a temporary physical disability and go on sick leave. If the unpaid leave is for more than one (1) year, the bargaining unit member shall be permitted to remain a member of the group health insurance plan, but must remit to the District all premium costs for individual and/or dependent coverage.
9. Before birth, a pregnant bargaining unit member who is disabled shall be permitted to utilize accumulated sick leave benefits while on leave for payment scheduled during the ten month school year. Sick leave benefits shall be provided in the same way and manner as any other sick leave benefits as provided for in Article 12, Section A.
10. In unusual circumstances, when the leave of absence is no longer necessary, the bargaining unit member shall be allowed to return to his/her position at the beginning of the next semester.

D. Sabbatical Leave

1. On the recommendation of the Superintendent of Schools, the Board of Education may permit members of the Fulton Teachers' Association to take a sabbatical leave when in the Board's considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.
2. Sabbatical leave may be given to a staff member of the Fulton Teachers' Association after seven years of service to permit him/her to improve his/her ability to render educational service. Such improvement may be achieved by formal study or research.

3. Sabbatical leave may be combined with programs of study or research financed by outside non-commercial agencies such as university or foundations.
4. Approval of a sabbatical leave by the Board of Education shall be contingent upon the Board of Education securing an employee who is qualified to assume the applicant's duties or some other equally satisfactory arrangement made.
5. The Board of Education reserves the right to reject any or all requests for sabbatical leaves of absences in writing with specific reasons for denial.
6. As a condition to receiving final approval for a sabbatical leave, a staff member shall file with the Clerk of the Board of Education a written agreement stipulating that he/she will remain in the service of the Fulton Consolidated School System for a period of two (2) years after the expiration of said leave.
7. When a staff member completes the planned program of leave, but does not complete the agreed number of years of service in the Fulton Consolidated School District, he/she shall within two (2) years repay the Board of Education the proportionate part of his/her leave of absence salary as the unexpired period of service bears to said agreed upon years of service. This rule does not apply in cases wherein the person becomes incapacitated to work or in cases wherein the rule is waived by the Board of Education.
8. At the expiration of a sabbatical leave, the staff member shall be restored to his/her position.
 - a. Requests for sabbatical leave shall be for a period of one year or one semester.
 - b. Requests for sabbatical leave must be submitted to the Superintendent of Schools at least 150 calendar days prior to the start of such leave. The Superintendent of Schools and the Board of Education will reply to the request within 30 calendar days. If the reply is negative, it shall state the reason or reasons for the denial.
 - c. While on sabbatical leave, a person shall receive 50% of the salary he/she would ordinarily receive during that school year or 100% for one-half year. If, in addition to the 50% salary, the person is a recipient of a grant, fellowship, or other type of remuneration, his/her combined salary shall not exceed the amount that would have been paid him/her as a full-time employee of the district during that year. If the remuneration received by grant, fellowship, etc., during that year is more than 50% of the recipient's regular salary, then the school district's share of that salary shall be reduced accordingly.

The person requesting a sabbatical leave shall, at the time of request, submit to the Board of Education a financial statement covering items listed in number three above.

E. Sick Leave Bank

There shall be established a Sick Leave Bank to be available to all Professional Teaching Staff as defined in the recognition statement of the current agreement. This bank shall be administered by a committee consisting of two bargaining unit members, appointed by the President of the Fulton Teachers Association and two administrators, appointed by the Superintendent of Schools. This committee shall review and pass upon applications for additional sick leave days submitted by bargaining unit members. Should the Committee members be unable to reach agreement on an application, the final decision regarding that application shall be submitted to a mutually agreeable neutral from the Onondaga County Medical Society for resolution. If the parties are unable to agree upon a neutral, they shall obtain one through the American Arbitration Association.

The intention of the Sick Leave Bank is to protect the bargaining unit members from financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of the sick days.

A bargaining unit member who has previously elected to participate in the Sick Leave Bank may apply for additional days when his/her accumulated leave has been exhausted because of serious illness or injury.

For the purposes of this article, the term "serious illness" or "injury" shall be defined as one which is generally regarded as such by those in the medical profession.

Each bargaining unit member who elects to participate in the Sick Leave Bank shall contribute one day of accrued sick leave during his/her first year of participation. In subsequent years of participation, a bargaining unit member shall contribute one day per year providing the total contribution will not result in exceeding the maximum of 500 days. Whenever contributions of one sick day from each of the participants would result in exceeding the maximum of 500 accumulated days, only new participants will contribute. If during the school year the contribution from all other participants would not result in exceeding the maximum of 500 days, each such participating bargaining unit member shall contribute one day. The number of accumulated days in the Sick Leave Bank shall not exceed 500 regardless of contribution made by new participants.

A person will not withdraw days from the bank until his/her own accumulated sick leave is depleted. Normally, the first forty (40) days of serious illness or serious injury must be covered by the person's own accumulated sick leave or absence without pay. However, in no case shall any individual unit member be required to forgo more than ten (10) days without pay before being eligible for the sick leave bank.

Examples:

Bargaining unit member A has 10 accumulated sick days. Bargaining unit member A will be eligible for the sick leave bank after 20 days.

Bargaining unit member B has 20 accumulated sick days. Bargaining unit member B will be eligible for the sick leave bank after 30 days.

Bargaining unit member C has 200 accumulated sick days. Bargaining unit member C will be eligible for the sick leave bank after 200 days.

Prior to, or not later than concurrent with, the submission of the application for additional sick leave, the bargaining unit member shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation on the appropriate form.

An additional form stating the number of accumulated days, the number of days used prior to request and the number of days requested will also be required. A bargaining unit member may request any or all of the sixty (60) days maximum per year per illness offered by the bank. Necessary additional days up to sixty (60) may be requested when the original request is for less than sixty (60) days. Persons withdrawing from the bank or leaving the system must leave contributed days in the bank.

Situations regarding the use of the bank will be handled at the discretion of the Sick Leave Bank Committee and the committee's decisions shall be final, binding, and not subject to the Grievance Procedure set forth in this agreement.

F. Leave of Absence Without Pay

Tenured and permanently certified bargaining unit members may, upon request, be granted a leave of absence without pay for one (1) school year or semester. Absent extenuating circumstances, requests must be made in writing to the Board of Education on or before April 1 of the school year preceding the leave of absence. The Board of Education shall notify the bargaining unit member requesting the leave of its decision by May 1. The number of bargaining unit members on such leave shall be limited to a total of eight (8) for one year or six (6) for one year with two (2) bargaining unit members for each semester of that school year. The total number of bargaining unit members on leave will never exceed eight (8) on a yearly leave or six (6) on a yearly leave and four (4) on a semester leave. Furthermore, no more than two (2) bargaining unit members per grade level per building shall be granted such leave.

While on such unpaid leave, no benefits shall be granted or earned. However, a bargaining unit member shall have the option of remaining enrolled in the Group Health Plan by reimbursing the District for all insurance premiums (both the teacher's normal share and the District's normal share).

If there are more than eight requests, and if eight such requests are approved, then the decision as to which bargaining unit members were granted the unpaid leave shall be at the sole discretion of the Board of Education.

It is further understood that no bargaining unit members may extend a leave of absence for more than two (2) school years or four (4) consecutive semesters.

ARTICLE 13

CLASS LOAD AND TEACHING ASSIGNMENTS

- A. The Board of Education will attempt to keep the class loads within reasonable limits. Any loads felt excessive will be explained by the Board of Education.
- B. It is recognized that 25 pupils per class is a reasonable guideline, except that 35 pupils per class shall be the reasonable guideline for physical education. A pupil shall be defined as a student who is enrolled in the class or one who is 60% included.
- C. An attempt to keep secondary preparations at four (4) or less per day will also be made and anything above this level will be explained.
- D. Guidance Counselor Load: In order for a counselor to be effective in his/her work, a load of 250 students should be considered maximum as recommended by the New York State Education Department. Subject to budget limitations, the Board agrees to work in achieving this maximum. An equitable distribution of the number of students should be assigned yearly prior to the school year.
- E. Area of Assignment: Every effort will be made to assign bargaining unit members within their area of competence and/or within their major or minor field of study. When an assignment must be made outside a teacher's area of competence and/or within their major or minor field of study, the following procedure must be followed:
 - a. A meeting of all concerned individuals will be held to discuss the need for the assignment.
 - b. A volunteer for the assignment will be sought. Volunteers will be given serious consideration for the assignment.
 - c. If no volunteer is forthcoming, the assignment will be made on a seniority basis, if possible.
 - d. If the administration finds it necessary to make the assignment on a basis other than to the person who volunteered or on the basis of seniority, it must provide the involved bargaining unit member and the president of the FTA detailed reasons for the assignment, in writing.

- F. All teachers will be provided with a planning period each day. It is recognized that a reasonable amount of this time may be needed for activities such as team planning, student or parent conferences, department, team or building planning.
- G. Regular and special education teachers at each District school-building who participate in the building's inclusion program, shall be granted additional opportunity for planning beyond their contractual planning time. Additional planning time shall be allotted for such unit members as follows:
- 1) Substitute coverage shall be provided during 1/2day release time per month, per participating unit member, per assignment.
 - 2) The time will be scheduled within the established school day.
 - 3) Guidelines and procedures shall be established by administrators In collaboration with participating teachers that ensure the following:
 - Administrators are informed of the scheduled planning days and times.
 - That the planning takes place at the school site.
 - Administrators are provided a written agenda for the planning meetings.

ARTICLE 14

TEACHER AIDES

The increased use of teacher aides is to improve the overall instructional program and not to replace a teacher from a teaching position.

ARTICLE 15

REQUISITION BUDGET CUT

A teacher is to be advised, if possible, of any cuts in his/her submitted requisitions. The teacher and his/her supervisor should determine the priorities of his/her requisitions when cutbacks are required.

ARTICLE 16

TENTATIVE BUDGET AND GOOD FAITH BARGAINING

The adoption of a tentative budget by the Board of Education on or before May 15 and final budget by June 30 does not constitute bargaining in bad faith.

ARTICLE 17

BARGAINING UNIT MEMBERS FACILITIES

It is agreed that the Board of Education will attempt to provide the following facilities, within budget limitations, provided programs for pupils do not suffer:

Space in each classroom in which bargaining unit members may safely store instructional materials and supplies.

A bargaining unit member's work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

An appropriately furnished room to be reserved for the use of bargaining unit members and other District staff members as a faculty room. Such room is to be in addition to the aforementioned bargaining unit member's work area.

A serviceable desk and chair at each teaching station for the use of bargaining unit members assigned there.

A communications system through which bargaining unit members can communicate with the main office from their classrooms, to be installed in all new buildings.

Well lighted, clean bargaining unit member rest rooms with assurance of privacy wherever a student facility must be used.

ARTICLE 18

ADVANCED COURSES

- A.** Any courses accepted by the N.Y.S. Education Department for certification within the teacher's present assignment shall automatically be applicable for salary credit. In addition, salary credit may be given, at the discretion of the Superintendent, for courses at the undergraduate level when such courses are taken to improve competence and/or teaching skills and abilities.

For the protection of the teacher, it is recommended that such forms be submitted prior to the beginning of said course. Such forms must be submitted at least by the midpoint of said course. (In case of extenuating circumstances, a teacher may appeal to the Superintendent for approval beyond the aforementioned deadline. Such decision of the Superintendent of Schools shall not be subject to the grievance procedure.)

- B.** The teacher will submit the Advance Credit Approval Form to her/his immediate supervisor. During the summer recess, teachers may submit approval forms directly to the Superintendent of Schools. If a course is not endorsed by the building principal, department chairman or Superintendent of Schools, the teacher will receive a written explanation as to why it was disapproved.
- C.** Teachers experiencing difficulty in a particular teaching area may be required to take courses to assist in overcoming the particular difficulty if such courses are to be done on the recommendation of the immediate supervisor, building principal or department chairman.
- D.** As soon as possible after receiving the final grade, the teacher must present to the Superintendent either his/her official grade report for copying or have an official transcript sent from the college.
- E.** When the teacher has completed the 3 hour block, (s)he must submit a letter addressed to the Personnel Office that (s)he is entitled to salary credit. The hours must be supported by a transcript from the college(s) or university(ies) concerned.
- F.** Transfer to a higher salary may become effective only at the beginning of the fall or spring semester or summer session if applicable. Course requirements completed before the midpoint of the public school semester shall result in retroactive payments to the beginning of the semester. Course requirements completed after such midpoint shall result in salary increases at the beginning of the next semester. Midpoint shall be the end of the tenth week of any semester. Midpoint is July 31 for summer school.
- G.** Any teacher who is eligible for Advance Course Salary Credit must report his/her eligibility to the Personnel Office no later than February 1 each year, and must comply with all other procedures set forth above. The salary change shall be made no later than March 31 of that year. The District shall then pay the difference from the time the teacher would have first been eligible for the salary credit (but in no case any earlier than July 1 of the respective year), until the payment is made in the payroll in one retroactive payment.

- H. In-Service Courses** – Teachers may apply for in-service credit for courses taken at universities, colleges, teacher centers, BOCES or other institutions offering training in areas of educational concern, with the understanding that such courses are those courses offered outside the normal working day for a teacher. In order to receive salary credit such in-service courses must be at least twelve (12) hours in duration for the equivalent of one hour of salary credit. It is understood that courses of less than twelve (12) hours can not be added together in order to make such courses qualify for salary credits.

In order to obtain salary credit for an in-service course, it is understood that such course must be approved in advance by the Superintendent of Schools or his designee. Requests shall be made on the Advance Credit Approval Form. If a course is not approved by the Superintendent or his designee, the reason for disapproval shall be noted in writing.

- I. Study Groups – Teachers** may identify an instructional/teaching need area (target) and submit a request to form a study group that will meet the targeted needs. A study group request must be developed and presented for approval a minimum of 60 days prior to the first scheduled meeting to the Executive Director of Instruction and Assessment as follows:

1. Identify target staff group to participate.
2. Create a narrative describing what will occur in the group (specifics).
3. Describe desired outcomes and reports that will be produced.
4. Create a timeline including number of meetings hours.
5. Identify study group Facilitator.
6. Number of study group participants.

In-service and salary credit shall be awarded on the following basis:

1. Study group participants must submit a pre-approval form.
2. Study group participants must sign an attendance log on each group meeting.
3. Participant contact hours (attendance dates and hours) must meet minimally 12 contact hours.
4. Study group attendance sheets and other materials must be submitted to the Executive Director of Instruction and Assessment at the conclusion of the study group.
5. Study group members shall have the choice of receiving one (1) salary credit of \$90 for every twelve (12) contact hours or receiving the hourly curriculum rate for each contact hour. Up to 15 teachers per year may elect the curriculum-writing rate for study group work in lieu of salary credit. Preference shall be given to teachers who are within three years of retirement if more than 15 teachers have requested curriculum-writing stipend. Teaching assistants or nurses who participate in study groups are eligible only for compensation at their applicable hourly rate.
6. Study group facilitators shall be compensated at the adult education rate for three (3) hours for every 12 hour study group that they facilitate. This compensation is in addition to the one (1) salary credit.

ARTICLE 19

FAIR DISMISSAL

- A. Unit members in tenure track positions will be notified of the Superintendent's recommendation on the grant or denial of tenure no later than three school months prior to the expiration of the teacher's probationary period.
- B. The Superintendent shall notify each unit member in a tenure track positions not to be recommended for tenure to be terminated, in writing at least thirty days prior to the Board Meeting at which the recommendation is to be considered.

The unit member shall have until 21 days prior to the Board Meeting at which the Superintendent's recommendation is to be considered, to request in writing, the reasons for dismissal or termination.

The Superintendent shall have until 14 days prior to the Board Meeting at which the Superintendent's recommendation is to be considered, to state all of the reasons, in writing, for dismissal or termination.

The unit member shall have until 7 days prior to said Board Meeting to file a reply to the Superintendent's reasons with the Clerk of the Board of Education who will deliver the reply to the Board at the meeting at which the Superintendent's recommendation is to be considered.

- C. No unit member in a tenured position will be disciplined, reprimanded or reduced in rank or compensation without just cause. In the event that the Administration is considering the dismissal of an employee, it will schedule at least one meeting among the building principal, department chairman, team leader, union president or designee and the employee for the purpose of aiding the employee to improve his/her performance in order to continue employment.
- D. No school nurse will be disciplined, reprimanded or reduced in rank or compensation without the right to appeal to arbitration as outlined in Article 27 of this agreement.

ARTICLE 20

BARGAINING UNIT MEMBER EVALUATION

- A. All observations and evaluations of the work of a bargaining unit member will be conducted on a professional basis. Bargaining Unit Members will be given a copy of any observation report prepared by their supervisors. Bargaining unit members shall have the right to add a written response to the report before the report is submitted to Central Administration or put in personnel files; however, such response must be made within twenty (20) school days of receipt of the evaluation or such right to respond shall be waived.
- B. All bargaining unit members will be evaluated by no later than May 1 of each school year.
- C. The bargaining unit member shall have the right upon request to review all documents in his/her personal file, which are used in evaluating his/her performance. The bargaining unit member shall have the right to have a representative of his/her own choosing accompany him/her during the review.
- D. No material pertaining to a bargaining unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall acknowledge that (s)he had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof, and that such signature may not be withheld. The bargaining unit member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The answer must be made by the teacher within twenty (20) school days of receipt of the material to be placed in his/her file or such right to respond shall be waived. This shall not apply to pre-employment material.
- E. At such time as the School District proposes to change the bargaining unit member evaluation form, the Association shall be notified and shall be permitted to submit proposals and meet, by designated committee with the District's designated committee and confer concerning the proposed changes. The final decision as to the changes to be adopted shall be reserved to the School District and the Board of Education.
- F. Bargaining unit members shall have the right to photocopy all post-employment, non-confidential materials (as defined by the Freedom of Information Law) contained within their personnel file. Bargaining unit members shall be charged ten (10) cents per copy unless the material is related to any disciplinary action or a grievance that has been filed at Step 3 of the Grievance Procedure, in which case the materials shall be provided free of charge.

ARTICLE 21

STUDENT TEACHERS

- A. The present policy of permitting and encouraging the use of student teachers from the various colleges and universities in the area shall continue, in general without radical changes, but including the suggested changes as listed below.
- B. The Association will make an organized attempt (formal program, committee arrangement, etc.) to cooperate with the Board and its representatives in the administration of the student teacher program.
- C. Student teachers shall be assigned to members of the teaching staff only with the consent and approval of the department chairman (if applicable), supervisor, and building principal. The approval of the administrator shall be based on whether the use of the student teachers in the particular room or assignment will result in an acceptable educational program for the children concerned and for the people of the district.
- D. The case of disapproval of a proposed assignment by an administrator can be appealed by the teacher concerned to the Superintendent of Schools, who may make the final decision.
- E. A regular teacher will not be required to take a student teacher or serve as a cooperating teacher.
- G. Student teachers will not be used to avoid hiring regular substitutes. However, when regular substitutes are not available, or it is not practical to use a regular substitute, a student teacher can be used at the discretion of the Superintendent of Schools.

ARTICLE 22

USE OF SCHOOL FACILITIES AND OTHER ASSOCIATION RIGHTS

- A. Permission for the use of a school building, school room or school facility may be granted to the Fulton Teachers' Association and shall not begin until the end of the professional day of the bargaining unit members involved. If use of the building or room will require custodial staff, a reasonable charge will be made of the Fulton Teachers Association.
- B. Requests for the use of facilities, rooms or buildings shall be submitted at a reasonable length of time before the requested date.
- C. The Fulton Teachers' Association shall be granted the use of interschool mail facilities, faculty mailboxes and bulletin boards within the limits of professional and ethical conduct.
- D. The Association may, at its own expense, install and maintain a telephone in the Faculty Room of the school building in which the President of the Association is assigned. The District shall not be liable for any operating bills incurred as a result of this installation.

ARTICLE 23

SCHOOL DAY AND PROFESSIONAL MEETINGS

- A. On days in which school is in session for a full day, all bargaining unit members shall be present in their place of duty fifteen (15) minutes before the start of the school day, but in no case shall the bargaining unit members required on-site work day exceed seven (7) hours.

- B. The bargaining unit member shall indicate his/her arrival and departure by placing a check mark in the appropriate spaces on an attendance sheet.
- C. On occasions when school is in session for one-half day only, the above provision concerning presence before school opens in the morning is applicable and the time spent in the building after the close of the session is to be determined by the building principal.
- D. Exceptions to the above rules are to be permitted with all requests made through the building principal.
- E. The Fulton Teachers' Association shall encourage its members to participate in professional meetings conducted by the Superintendent of Schools, building principals, central administrators, or department chairmen. Such meetings may be held at times other than instructional hours.
- F. Bargaining unit members may be required to reserve a reasonable amount of time of pre or post instructional meetings conducted by the above administrators.
- G. The Board reserves the right of the administration of the district to call such meetings with a minimum of three (3) school days' notice required to the bargaining unit member concerned.
- H. Elementary Parent-Teacher Conference Times – To promote better understanding and communication between parents and the school district, parent-teacher conferences will be held to discuss each child's progress. Within one week after the first and third report cards, two half days will be provided for parent-teacher conferences, and at the end of the third report card period one-half day will be provided for parent-teacher conferences. The children will be dismissed by 11:00 A.M. Elementary teachers will schedule conferences with parents from that time until 3:30 P.M. Elementary teachers will make an appointment for those parents unable to come in at the time provided. This appointment will be set up at a mutually agreeable time by the parent and the teacher.

ARTICLE 24

IN-SERVICE EDUCATION PROJECTS

- A. The Fulton Teachers' Association and the Board of Education, through the administration, shall be involved jointly in the planning and implementation of in-service education projects.
- B. Attendance shall be required at in-service education projects sponsored by the Board of Education and the Fulton Teachers' Association and held on school time. (Example: one-half day workshops)

ARTICLE 25

BARGAINING UNIT MEMBER PROTECTION

- A. The current General Liability policy of the City School District, Fulton, New York, includes coverage for Bargaining unit members Protection and Liability and also for acts of restraint that are permissible in accordance with school district policy #5314.
- B. The policy will provide coverage for and defense for any bargaining unit member who is employed by the Board of Education for the City School District with respect to Bodily Injury and Property Damage arising out of his/her professional activities. The coverage and defense are subject to a limit of \$1,250,000. for any one person and \$2,000,000. for any one occurrence. The coverage is extended to include teaching, supervising, administrative activities, coaching, disciplinary action, etc., while in the discharge of his/her duties within the scope of his/her employment. Thus, any employee who inflicts injury to any student, while engaged in his/her professional activities, is covered for defense in court

and if held liable for his/her actions, payment will be made in his/her behalf subject to the foregoing limits of the policy.

- C. The District is also protecting the bargaining unit members for Personal Injury Liability. This covers the employee in case (s)he is sued and held liable because of Libel, Slander, Defamation of Character, Violation of Right of Privacy, Wrongful Entry, False Arrest, Detention and Imprisonment of Malicious Prosecution.
- D. Bargaining unit members shall be promptly advised in a confidential manner of any complaint or accusation made to any member of the administration by any parent, student, or other person.
- E. Whenever physically possible, a bargaining unit member is to promptly report to his/her principal or immediate supervisor any accident or injury, to him/herself or to a student, occurring under his/her supervision. A written report of such accident or injury shall be filed by the bargaining unit member by no later than two school days following the incident.
- F. Bargaining unit members shall report, immediately and in writing, to their principals or immediate supervisor, all cases of assault and/or battery suffered by them in connection with their employment.
- G. Should an unprovoked assault on a bargaining unit member occur as a direct result of his/her duties, and if it results in loss of time, the bargaining unit member shall be paid in full during the period of time lost due to the incident as provided by Workman's Compensation.
- H. In cases of unprovoked assault, the bargaining unit members shall be reimbursed for any costs which are incurred while the bargaining unit member was acting in the legal discharge of his/her duties within the scope of his/her employment.
- I. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, the teacher's first responsibility is to evacuate the students as quickly as possible according to the prearranged plan for that emergency. After evacuation, the bargaining unit member shall report to proper authorities anything of a suspicious nature observed during the evacuation, but bargaining unit members shall not be required, but may volunteer to participate in any search for such lethal or destructive instrument or to remain in the building while such search is under way.
- J. Bargaining unit members shall be permitted to use their own time for gainful employment in so far as it does not interfere with the satisfactory performance of their school duties.
- K. The school district shall provide an accident protection policy for all bargaining unit members as follows: Accidental death and dismemberment with a \$100,000. benefit per person and a maximum aggregate of \$300,000. in any one occurrence, with coverage applying while the bargaining unit members are on a trip inside or outside the city limits, on business only, excluding owned aircraft and excluding everyday travel to and from work, bonafide vacations or leaves of absence; the term business above means any trip authorized or at the direction of the school district.

ARTICLE 26

ACADEMIC FREEDOM

It shall be the policy of the Superintendent of Schools and the Association to maintain and encourage full freedom, within the law, of speech, inquiry, teaching and research. The Superintendent shall provide academic freedom from interference in the grading of students. The mark given by a teacher is the record of the teacher's

evaluative judgment of the work of the pupil. The teacher shall be considered the expert in evaluating the work of pupils, but under unusual circumstances may be called upon to review the determination with the Administrator. The integrity of the teacher in marking the pupil will be respected.

ARTICLE 27

GRIEVANCE PROCEDURES

1. Purpose

The purpose of this procedure is to establish and maintain a harmonious and cooperative relationship between the Board of Education, administrative staff, members of the teachers' unit and the Fulton Teachers' Association, and to secure at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal.

2. Definitions

- A. **Grievance:** A claim by any member of the teachers' unit or the Fulton Teachers' Association based upon disputes concerning violations of this Agreement.
- B. **Supervisor:** Any department chairman, principal, assistant principal, immediate supervisor or other administrative or supervisory officer responsible for the area in which a grievance arises provided such supervisory employee is not a member of the bargaining unit covered by this Agreement.
- C. **Association:** The Fulton Teachers' Association.
- D. **Aggrieved Party:** Any member of the teachers' unit and/or Fulton Teachers' Association.
- E. **Grievance Committee:** A committee created and constituted by the Fulton Teachers' Association.

3. General Procedures

- A. All grievances shall include the name and the position of the aggrieved party and the alleged violation of this Agreement, the time and place where the alleged events or conditions pertaining to the grievance existed, the identity of the party(ies) responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the adjustment for correction sought by the aggrieved party.
- B. Except for informal decisions, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party and the Fulton Teachers' Association.
- C. Failure of the supervisor, principal, Superintendent of Schools, other administrators and/or the Board of Education to comply with the time limits provided with respect to written grievances shall provide the aggrieved party the opportunity to proceed to the next step in the grievance procedure. In the event of mutual agreement or inclement weather or other emergencies, time limits may be extended. The extent of such delays shall be mutually agreed upon.
- D. The preparation and processing of formal grievances, insofar as practicable, should be conducted after the hours of employment. All reasonable effort will be made to avoid interruption of scheduled working activities in any phase of the grievance procedure.

- E. All participants in the grievance procedure agree to facilitate any investigations which may be required and to make available any and all material concerning the alleged grievance.
- F. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board of Education or any member of the administration or any member of the teachers' unit against the aggrieved party or any party in interest (the Grievance Committee, the Fulton Teachers' Association, or any party named in a grievance who is not the aggrieved party).
- G. Forms for filing grievances, serving notices, appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent of Schools and the Fulton Teachers' Association. The Superintendent of Schools shall have such forms printed and distributed to the Grievance Committee free of any expenses.
- H. No communications which have been generated as a result of the grievance procedure as outlined below shall be filed in the employee's personnel file.
- I. In the event any grievance is adjusted without formal determination, such adjustment shall be binding upon the aggrieved party and shall be final. Such adjustment shall not create a precedent or ruling upon either of the parties to this Agreement in future proceedings.
- J. In the event a grievance is filed on or after June 1, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

4. Grievance Procedure

A. Step 1: Informal Stage

Within 30 working days of the event or occurrence, the party or parties having a grievance will discuss it with the supervisor directly or with a representative of the supervisor with the objective of resolving the grievance matter informally. The aggrieved party may have a representative of his/her choosing present during the discussion of the grievance.

B. Step 2

If the grievance is not resolved informally, it shall be submitted as outlined in 3A to the Supervisor in writing within five (5) working days of the discussion. Within five (5) working days after receiving the written grievance, the supervisor shall render a decision in writing and present it to the aggrieved party and the Fulton Teachers' Association.

C. Step 3

Within five (5) working days after receiving the written decision of the supervisor, the aggrieved party or his/her representative(s) may submit a written appeal of the decision to the Superintendent of Schools.

D. Step 4

Within ten (10) working days after receipt of the appeal, the Superintendent of Schools, or his/her representative, shall render his/her decision in writing to the aggrieved party and the Fulton Teachers' Association.

E. Step 5

Within five (5) working days after the receipt of the written decision of the Superintendent of Schools the aggrieved party, or his/her representative may appeal the decision of the Superintendent of Schools to the Board of Education.

F. Step 6

Within twenty-one (21) days after receipt of the written appeal in Step 5, the Board of Education shall conduct a single private hearing (not on a Board Meeting night) and shall render its decision in writing to the aggrieved party and the Fulton Teachers' Association within fourteen (14) days of that hearing. Normal rules shall apply at the hearing. Modifications of Step 6 may be mutually agreed upon.

G. Step 7

Upon the request of one party made within seven (7) working days after receipt of the written decision of the Board of Education, the parties shall meet and attempt to agree upon an arbitrator from the City of Fulton or environs who will arbitrate without charge or at a nominal fee. If the parties cannot agree on an arbitrator within fourteen (14) days after receipt of the Board's decision, they shall request a list of at least ten (10) arbitrators from PERB. The arbitrator shall be chosen from the PERB list by each party alternately striking one name from the list until one name remains. The determination of which party strikes the first name shall be made by the toss of a coin. The expense for the arbitration shall be equally shared by both parties.

The arbitrator's decision will be binding in all cases except those cases involving state law and/or decisions of the Commissioner of Education. The arbitrator shall have the power to interpret any provision of this agreement, but shall have no power to add to, subtract from or change any of the provisions of this agreement. The preceding statement is in no way intended to limit the remedial power of the arbitrator.

ARTICLE 28

CALENDAR

- A. Annually, prior to the adoption of the County Calendar the District's designated Calendar Committee will meet with the designated F.T.A. Committee regarding the proposed calendar, at which meeting the Association may review the calendar, as proposed, and suggest changes thereto, which suggestions shall not be binding upon the District's designated Calendar Committee or the Board of Education.
- B. If there are one or more unused snow days available one week before Memorial Day, one and only one day shall be added to the school holidays at Memorial Day vacation time. This determination shall be made by the Board of Education.
- C. There shall be scheduled 185 days of student/bargaining unit member attendance and one bargaining unit member orientation day.
- D. The Fulton Teachers' Association recognizes the importance of student contact time and feels that teacher/student contact time is vital for student achievement. With this in mind, efficient use of student contact time is encouraged as well as consistent teacher and student attendance.

ARTICLE 29

REPLACEMENT TEACHERS

- A. Replacement teachers (regular or long-term substitutes) who are hired to fill a position of a staff member who has notified the district that (s)he shall be absent from his/her teaching duties in excess of sixty (60) calendar days due to illness or who are hired to fill a position of a staff member who is on a Board of Education approved leave of absence in excess of sixty (60) calendar days shall be placed on

the agreed-upon step of the salary schedule upon hiring and shall receive all contractual benefits except the following:

1. Sick and personal leave shall be pro-rated upon employment based on the employment term or the acquisition of replacement teacher status if subsequent thereto.
 2. Sabbatical and maternity leave.
 3. The Just Cause (Article 20, D.) and Fair Dismissal (Article 19, A. and B.) provision shall not be applicable to replacement teachers upon expiration of their employment or upon the return of the teacher initially replaced.
- B.** Should the staff member(s) return prior to the sixty (60) calendar days mentioned in the first paragraph above, the replacement teacher shall, nevertheless, receive the proper salary of the Teachers' Salary Schedule and all of the benefits provided above for the period of time the replacement teacher was actually employed.
- C.** However, the replacement teacher shall not be entitled to any such salary and benefits for a period of time not employed as a result of the return to employment of a staff member. See Replacement Teacher Agreement Form which will state:
- “In addition, I understand that my employment as a Replacement Teacher under this Agreement may be terminated upon the return to employment of the regular staff member on leave whom I replaced and, therefore, salary and benefits under this Agreement would expire on this date.”
- D.** Substitute teachers who replace a staff member for a period in excess of 60 calendar days shall be placed on the agreed-upon step of the salary schedule. Such teachers shall receive all contractual benefits with the exception of the exclusions cited in paragraph A. of this article. Salary and contractual benefits shall not be applied retroactively to the first 60 calendar days of employment.

ARTICLE 30

TUITION WAIVER CARDS

Tuition Waiver Cards issued to cooperating teachers by the State University of New York may be assigned by the teacher as follows:

1. To members of the faculty of the school in which the cooperating teacher is employed; or
2. To members of the bargaining unit who are employed throughout the School District.

ARTICLE 31

NO STRIKE OR LOCKOUT

The Association and the bargaining unit members agree that during the term of this Agreement there shall be no strikes nor shall the District effect any lockout during the term of this Agreement.

ARTICLE 32

READING COURSES

The Association agrees with the District regarding the importance of continuing to improve and upgrade the skills required to teach reading to students at all grade levels in the Fulton Consolidated School. To this end, the Association strongly urges all teachers, throughout all grade and subject levels, to take at least six (6) hours of graduate level courses in the teaching and/or evaluation of reading skills as the courses might be applicable to the teacher's particular subject area.

ARTICLE 33

SENIORITY LISTS

The District will prepare a seniority list by tenure area of all employees within this bargaining unit. The list shall be prepared within six (6) weeks of the return of all questionnaires and a copy of such list shall be provided to the President of the Association. As soon as possible thereafter the President of the Association shall review the list and make the Superintendent aware of alleged discrepancies, which the parties shall mutually attempt to reconcile.

Each year thereafter, the District shall annually update the seniority lists during the month of September and shall provide such list to the President of the Association.

ARTICLE 34

TEACHER SUBSTITUTES

When a teacher is absent and a substitute teacher cannot be secured for that day, the building principal may request that a regular staff member assume instructional responsibilities. This will be done with the teacher's approval and shall be limited to two periods per day.

The District will pay the teacher at a rate of \$28.88 in 2006-07 and \$29.96 in 2007-10 per instructional period assumed.

For the purpose of this Article, an instructional period shall equal no less than 30 and no more than 40 minutes.

ARTICLE 35

RETIREMENT HEALTH INSURANCE

HEALTH INSURANCE CREDIT: Bargaining unit members who retire from service in the Fulton City School District, and who are members of the District's Health Insurance Plan and who have ten (10) years of service with the District shall be eligible for a \$90,000 health insurance credit. It is understood that this credit is not money distributed to the retiree. The District may require that the employee has applied and eligible for a pension under the New York State Employees' or New York State Teachers' Retirement System. When a retiree elects to continue in the plan, he/she shall be responsible for paying the applicable contribution rate each year as stipulated in Article 10 B and C and as determined by the actual premium each year. Each year, the amount debited from the health insurance credit account shall be the difference between the full premium for that year and the retirees' contribution. For example: Article 10 B stipulates that the District pay 90% of the premium and the employee pay 10%, therefore, the retiree continuing in the program will pay 10% of the current year's premium and have the remaining 90% drawn from the \$90,000 health insurance credit until such

credit is exhausted. The District shall notify the retiree by U.S. mail of the premium payment and balance of remaining insurance credits annually.

If the retiree should expire before the insurance credits are exhausted, the retiree's eligible dependents (as defined in the Health Benefits Master Plan Document) may continue receiving the benefit according to the same terms until the credits are used up. When the credits are exhausted, retirees and surviving dependents may continue to carry health insurance through the district by making the full premium payments.

NON-ELECTIVE EMPLOYER CONTRIBUTIONS:

Retiring unit members with a minimum of 10 years service shall have a non-elective employer contribution directed to their designated 403b account in an amount equal to \$100.00 per unused sick day to a maximum of 362 days plus days earned in accordance with Article 12.A2.

Teachers with a minimum of 10 years service and eligible for an unreduced pension who submit a non-revocable letter of resignation for the purpose of retirement no later than January 1st and who retire no earlier than the end of the school year in which they give notice, shall be eligible for a non-elective employer contribution to their designated 403b account in an amount equal to \$18,000. The teacher must verify with the District the years of membership credit and current Tier membership. Eligibility for this non-elective employer contribution requires that the teacher be in active service on the last day of school prior to resignation for the purpose of retirement.

No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein. In any applicable year, the maximum Non-elective Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases.

Employer contributions shall be deposited into the 403(b) account selected by employee to receive employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall inform the employee by certified mail of his/her options regarding the contribution.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, such excess shall be reallocated to the Employee in July of the following year as a Non-elective Employer Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in July of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Non-elective Employer Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Non-elective Employer Contribution exceed the Contribution Limit of the Internal Revenue Code.

For Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contributions to 403b accounts herein shall be reported as non-regular compensation to the New York State Teachers' Retirement System.

This arrangement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

ARTICLE 36

SCHOOL CLOSINGS

In the future on the occasions when the District closes a school where unit members are assigned and are to be transferred to another school, the District will give consideration to seniority by tenure area as a primary criteria for reassignment and transfer. The assignment must not adversely effect the efficiency of the District in carrying out its policy relative to staff assignments.

ARTICLE 37

INVOLUNTARY TRANSFERS

No bargaining unit member will be transferred from building to building without the following procedure being followed:

- a. A meeting of all concerned individuals will be held to identify the need and reasons necessitating the transfer.
- b. A volunteer will be sought for the transfer. Volunteers will be given serious consideration for the assignment.
- c. If no volunteer is forthcoming, the transfer will be made on a seniority basis, if possible.
- d. If the district finds it necessary to make the transfer on a basis other than to the person who volunteered or on the basis of seniority, it must furnish the bargaining unit member to be transferred and the president of the FTA detailed reasons for the transfer, in writing.

ARTICLE 38

BARGAINING UNIT MEMBER DECORUM

The Association agrees with the District regarding the importance of bargaining unit member attire during the regular work day. To this end, the Association urges all bargaining unit members, throughout all grade and subject levels, to dress in a manner commensurate with their responsibilities.

ARTICLE 39

TUITION FOR CHILDREN OF NONRESIDENT

BARGAINING UNIT MEMBERS

The District shall not charge more than \$200 annual tuition per child for each elementary student nor more than \$300 for each secondary student, nor any other costs for any nonresident bargaining unit members who desire to have their child (children) attend the Fulton Consolidated School District. Bargaining unit members agree to comply with all other aspects of the Board of Education Policy #5152 regarding Admission of Nonresident Students. Students of bargaining unit members shall be given priority over other nonresident students for placement.

ARTICLE 40

PROFESSIONAL STAFF DEVELOPMENT

The Fulton Teachers Association and the Fulton City School District believe that staff development can be an important component of improved academic performance. To that end, the Association and the District hereby agree to a Joint Committee regarding staff development activities. The committee, composed of two (2) members appointed by the Superintendent of Schools and three (3) members appointed by the Association President, shall mutually determine what staff development objectives will be pursued during each school year. The committee will make its recommendation for each school year by May 15th of the preceding school year.

The committee's recommendations will specify how the staff development objectives can be achieved. Staff will be required to submit to their respective supervising administrator the objective selected and the means by which that objective will be met.

ARTICLE 41

OTHER PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Copies of this Agreement shall be printed at the expense of the Board and given to all bargaining unit members now employed or hereafter employed by the Board within a reasonable time after its execution.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except other provisions or applications will continue in full force and effect.

ARTICLE 42

COMPLIANCE WITH THE LAWS OF 1969

Section 204a. Agreements between public employers and employee organizations.

- 1. Any written Agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:

“It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.”
- 2. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- 3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief school officer of each public employer to each public employee. Each public employee thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

MUSICAL ACTIVITIES HOURS

ANNUAL CONCERTS					
High School	Fall	Holiday	MIOSM	Spring	Special
Concert Band	3 hours	3 hours	3 hours	3 hours	3 hours
Wind Ensemble	3 hours	3 hours	3 hours	3 hours	3 hours
Jazz Band		3 hours	3 hours	3 hours	3 hours
Mixed Chorus		3 hours	3 hours	3 hours	3 hours
Women's Chorus		3 hours	3 hours	3 hours	3 hours
Concert Orchestra	3 hours	3 hours	3 hours	3 hours	3 hours
Symphonic Orchestra	3 hours	3 hours	3 hours	3 hours	3 hours
Chamber Orchestra		3 hours			3 hours
Junior High School	Fall	Holiday	MIOSM	Spring	Special
Band 7	3 hours	3 hours	3 hours	3 hours	3 hours
Band 8	3 hours	3 hours	3 hours	3 hours	3 hours
Jazz Band					3 hours
Chorus 7		3 hours	3 hours	3 hours	3 hours
Chorus 8		3 hours	3 hours	3 hours	3 hours
Select Chorus		3 hours			3 hours
Orchestra 7	3 hours	3 hours	3 hours	3 hours	3 hours
Orchestra 8	3 hours	3 hours	3 hours	3 hours	3 hours
Elementary Schools		Holiday	MIOSM	Spring	Special
FAIRGRIEVE					
Band		3 hours	3 hours	3 hours	3 hours
Chorus		3 hours	3 hours	3 hours	3 hours
Orchestra		3 hours	3 hours	3 hours	3 hours
GRANBY					
Band		3 hours	3 hours	3 hours	3 hours
Chorus		3 hours	3 hours	3 hours	3 hours
Orchestra		3 hours	3 hours	3 hours	3 hours
LANIGAN					
Band		3 hours	3 hours	3 hours	3 hours
Chorus		3 hours	3 hours	3 hours	3 hours
Orchestra		3 hours	3 hours	3 hours	3 hours
VOLNEY					
Band		3 hours	3 hours	3 hours	3 hours
Chorus		3 hours	3 hours	3 hours	3 hours
Orchestra		3 hours	3 hours	3 hours	3 hours

MUSICAL ACTIVITIES HOURS

ALL-COUNTY SELECT FESTIVALS	
HIGH SCHOOL	
Band	20 hours
Chorus (2 teachers)	20 hours each = 40 hours
Orchestra	20 hours
Jazz Band	20 hours
Jazz Chorus	20 hours
JUNIOR HIGH SCHOOL	
Band	20 hours
Chorus (2 teachers)	20 hours each = 40 hours
Orchestra	20 hours
ELEMENTARY SCHOOLS	
Band (3 teachers)	18 hours each = 54 hours
Chorus (2 teachers)	18 hours each = 36 hours
Orchestra (3 teachers)	18 hours each = 54 hours

NYSSMA AREA ALL-STATE FESTIVALS (HIGH SCHOOL)	
Band	20 hours
Chorus	20 hours
Orchestra	20 hours

FULTON MEMORIAL DAY EVENTS		
HIGH SCHOOL	Memorial Day Salute Performance	Memorial Day Parade Performance
Band	5 hours	5 hours
Jazz Band	5 hours	
Orchestra	5 hours	
JUNIOR HIGH SCHOOL	Memorial Day Salute Performance	Memorial Day Parade Performance
Band		5 hours
Jazz Band	5 hours	

MUSICAL ACTIVITIES HOURS

All-County auditions; Solo Festivals; Festival Competitions/Performances	All-County Auditions	Solo Festival	NYSSMA Major Ensemble/Competitive Festival Performances
HIGH SCHOOL			
Band	8 hours	12 hours	5 hours each Band = 10 hours
Chorus	8 hours	12 hours	5 hours each Chorus = 10 hours
Orchestra	8 hours	12 hours	5 hours each Orchestra = 10 hours
Jazz Band			5 hours
JUNIOR HIGH SCHOOL			
Band	8 hours	12 hours	5 hours each Band = 10 hours
Chorus	8 hours	12 hours	5 hours each Chorus = 10 hours
Orchestra	8 hours	12 hours	5 hours each Orchestra = 10 hours
ELEMENTARY SCHOOLS			
Band (3 teachers)		12 hours each = 36 hours	5 hours each Band (4 Bands) = 20 hours
Chorus (2 teachers)		12 hours each = 24 hours	5 hours each Chorus (4 Choruses) = 20 hours
Orchestra (3 teachers)		12 hours each = 36 hours	5 hours each Orchestra (4 Orchs.) = 20 hours

City of Fulton School District
TEACHER'S ABSENCE CARD

Date _____

The undersigned was absent _____ from duties at _____

(School)

(Circle appropriate category and fill in accordingly.)

To receive pay for an excused absence this report must be filed immediately upon your return to school.

I. Personal Illness
Were you attended by a Physician? _____ Yes _____ No

The Board reserves the right to request a physician's certificate covering any personal illness.

II. Doctor's Appointment _____

III. Family Illness or Death of member of the immediate family (Immediate family to include
_____ husband _____ wife _____ child _____ parent _____ brother _____ sister
_____ mother-in-law _____ father-in-law) Check appropriate person.

IV. Attendance at a funeral of one of the above-mentioned relatives or a close friend

(Write in Relationship)

V. Conference/Visitation Days _____

VI. Graduation Exercises (Circle and fill in blanks).
a. Personal _____ (College or University)
b. Member of Immediate Family _____ (Relationship) _____ (College or University)

VII. Association Day _____

VIII. Personal Leave (Four days per year with permission in advance)
Check appropriate reason:
_____ a. Marriage in teacher's immediate family (sister, brother, child, parent, own)
_____ b. Necessary court appearance
_____ c. Moving
_____ d. Emergency accidents
_____ e. Observance of religious holidays, the observance of which is expected or required.
_____ f. Personal family problems
_____ g. Interview for position in another district
_____ h. Teachers' retirement investigation
_____ i. Legal house closing

IX. All other absences shall be unexcused and a deduction of 1/200 of the contract salary shall be made for each day of such unexcused absence.

X. The present ten days per year for individual and family illness is to continue for the first three years of employment. Starting with the fourth year of service, twelve days per year for individual and family illness and starting with the eleventh year of service, fifteen days per year for individual and family illness are permitted. Total accumulations must not exceed 362 days. Bargaining unit members hired subsequent to July 1, 1983 shall only be entitled to ten (10) days leave per year for the first (1st) three (3) years of employment and twelve (12) days per year starting with the fourth (4th) year of employment.

Substitute _____ Instructor _____

APPENDIX A

In the event that the District elects to provide the insurance benefits set forth in Article 10 through a self funded program, the following procedures shall apply:

1. The self-insured program shall be administered by a jointly recommended third party administrator (TPA).

The plan document and administrative manual will be incorporated herein by reference. The self funded Health and Major Medical Plan shall be equal to or better than the benefits in effect during the 2001-2002 school year (the Blue Cross of Utica/Watertown Insurance Plan including all riders), including voluntary pre-certification per the plan's filed plan description documents.

2. Administrative Oversight Committee:

- An Administrative Oversight Committee (herein after referred to as "the Committee") consisting of two (2) representatives from the Teachers' Association and **three** (3) representatives from non-instructional employee Units in the District, five (5) **employee** representatives selected by the Superintendent and a representative from TPA (advisory only, non-voting) shall be established to be utilized immediately upon the institution of the self funded plan. The ten (10) members shall, through a consensus model, select a retired school employee to serve on the Administrative Oversight Committee. At the first meeting held after July 1 each year, the committee shall select one of its members to act as Chairman of the Administrative Oversight Committee. A major function of this Committee shall be to hear appeals from health insurance participants regarding claim denials and make final decisions on those appeals. Any appeals not resolved to the satisfaction of the claimant through this committee process shall be submitted to a mutually agreed to independent party.
- Initially, all appeals must be made directly to the TPA as part of its administrative role. Appeals not resolved to the satisfaction of the claimant will be brought before the Oversight Committee.
- Claims eligible for presentation to the oversight committee are those that are based upon inconsistent past adjudication practices or where prior adjudication is claimed to be in specific contrast to previously negotiated benefits.
- Oversight committee meetings shall be held bi-monthly during the first year of implementation of the District's self-funded plan, and thereafter, such meetings shall be held on a quarterly basis. *Special meetings may be called to hear appeals.*

- Bargaining unit members serving on this Committee shall be provided with paid released time for any necessary meetings held during the regular teacher's day.
 - In the event benefits are omitted from the new plan document that were included in the BlueCross BlueShield (BC/BS) contract in effect prior to July 1, 2002, claims related to these benefits will be paid in accordance with the schedule outlined in the BC/BS contract and those benefits will be added to the plan document. This shall not include claims that were paid by BC/BS in error and/or inconsistent with the benefits outlined in the BC/BS schedule of benefits or those outlined in the collective bargaining agreement.
 - Other functions of the Committee shall be to review annual rates (premium equivalency rates) for the Plan, to review, on a semi-annual basis, a report on the impact of appeals involving inconsistent past adjudication practices, and to participate in the review of the reserve account.
 - The Committee shall also be provided, on a semi-annual basis, financial and other reports regarding the Plan as needed. The District shall provide liability protections for bargaining unit members serving on the Committee.
3. New York State Insurance Department mandates relating to regulated health and major medical insurance plans in New York State, including confidentiality requirements, shall be automatically added to the District plan as of their effective *dates*. The District further agrees that it will annually inform the Committee and bargaining unit members of such changes.
 4. The District agrees to establish and maintain, minimally, a (3) three month claim reserve account
 5. The District has the full and complete obligation to provide the benefits set forth in the plan documents to all covered employees. The Administrative Oversight Committee, with the assistance of the TPA, will annually make recommendations to the Board of Education with respect to additional stop loss insurance to be provided to protect the plan. Initially, the plan shall obtain individual stop loss coverage with an attachment point of \$75,000. The plan shall initially establish a \$3.5 million aggregate stop loss. Regardless of the level of stop loss coverage, it is understood that the District remains responsible for payment of any required benefits.
 6. A quorum of six (6) members must be present for any decision to be made by the oversight committee.
 7. For the purposes of decisions made by the oversight committee, consensus is defined as all in attendance at a meeting where a quorum is present support the decision.

APPENDIX B MENTORING PROGRAM

Program Endorsement

The Fulton Teachers Association endorses and supports the Mentoring Program as adopted by the Board of Education

Program Participants

All teachers hired by the Fulton City School District become participants in the Mentoring Program. These "new teachers" are matched one-on-one with a trained mentor. The mentor-new teacher pairs will stay together throughout the new teacher's first year and extended as deemed appropriate by the District.

The Mentoring Program is coordinated by the Superintendent or designate.

The program is overseen by the Mentoring Committee. This committee is comprised of four teachers chosen by the FTA (Fulton Teachers Association) and three administrators chosen by the Superintendent of Schools.

Role of the mentor

The role of the mentor shall be principally guidance and support. The relationship shall be non-evaluative and confidentiality shall be maintained. The reason for defining the mentor's role as purely guidance and support is to help ensure confidentiality of the participants' interactions, build a truly collegial relationship, invite honesty as well as encourage risk-taking, and self-reflection by the novice teacher about the practice of teaching.

Mentor Selection and Assignment

A pool of qualified Mentors shall be established as follows: tenured teachers and recently retired teachers (2 years) of the Fulton City School District may apply to the Mentoring Committee described above for selection to the mentor pool. Applicants shall be chosen for the pool based on their willingness to fulfill this role, their teaching skills, their interpersonal skills, and their availability. Mentors shall generally be assigned to new teachers based on their proximity in both teaching assignment and location. The final decision on assignment or match (Mentor to new teacher) shall rest with the Superintendent of Schools or designee.

Mentor Training

New Mentors who are trained during the summer may elect to use the professional development days as provided in Article 1.G. of this agreement. If additional training days are required, mentors in training will be compensated at the applicable Curriculum righting rate (Article 2). During this time, mentors participate in a wide variety of activities designed to:

- deepen their understanding of the mentor role,
- deepen their understanding of the stages a new teacher goes through,
- provide them a repertoire of skills for working non-judgmentally with a colleague,
- teach them how to build trust with a colleague,
- make them aware of mentor pitfalls, and
- inform them of the resources and expectations of the Mentoring Program.

Mentoring Expectations

- familiarizing the new teacher with the district and building resources, guidelines, and expectations,
- linking the new teacher to resources,
- guiding the new teacher in areas of classroom management and design, discipline, scheduling, planning, and organization,
- sharing ideas, teaching strategies, information about the instructional process,

- visiting the new teacher classroom and offering the new teacher opportunities to visit the mentor's classroom,
- promoting self-reflection and self-analysis by the new teacher,
- assisting the new teacher in setting goals,
- offering nonjudgmental, supportive listening,
- maintaining confidentiality and professionalism, and

The new teacher is expected to make a commitment to the mentoring program, utilizing the resources that the mentor and the Mentoring Program offer.

Mentors and new teachers are encouraged to create a mentoring plan at the beginning of each year to guide their activity. They are also encouraged to utilize the available release time for activities they design to meet their needs.

Release Time

The meeting times of the mentor and new teacher will occur during the summer months, before and after school hours and during release time from the professional assignment. One (1) full day per month of release time shall be available to mentors and new teachers on both a half-day and a full-day basis. Release time beyond one day per month may be requested by the mentor and granted at the discretion of the Superintendent of Schools. Mentoring pairs may request substitute coverage for activities such as visiting each other's classrooms, planning and conferencing, attending workshops, or other mentoring activities that they have designed. Participants decide how and when to use the release time.

Stipend

Mentors who are matched with new teachers will be compensated according to ARTICLE 2, EXTRA PAY SCHEDULE.

Memorandum of Agreement

High School Lunch Duty Study Committee

Not later than during the 2007-08 fall semester, a study committee will be formed consisting of no more than three (3) Fulton Teachers Association members appointed by the President of the Fulton Teachers Association and no more than three (3) members appointed by the Superintendent of Schools to examine the current functioning of the High School Cafeteria. The Committee will review such matters as services provided by FTA members in support of the breakfast and lunch programs, conduct of students, discipline issues, schedules, or other related matters. In the event the committee makes recommendations, such recommendation may only go into effect following approval by the Board of Education and no later earlier than the beginning of the 2008-09 school year.

For the District:

For the Association:

 Superintendent
 Fulton City School District

 President
 Fulton Teachers' Association

 Date

 Date

Memorandum of Agreement

Special Education Facilitator

The parties to this collective bargaining agreement motivated by an interest in better coordination of the special education programs hereby agree to add a Special Education Facilitator at the High School (9-12) for the 2007-08 school year. The duties of the position shall be similar in work load to the Foreign Language Facilitator and compensated at that same rate (\$2724 for 2007-08). No later than May 30, 2008 the parties shall meet to evaluate the results of this pilot. If the parties make any recommendations with regards to or a result of this pilot, it is understood implementation of such recommendation must be approved by the Board of Education.

For the District:

For the Association:

Superintendent
Fulton City School District

President
Fulton Teachers' Association

Date

Date

Memorandum of Agreement

Study Committee on Interscholastic Athletics Programs

Not later than the beginning of the 2007-08 fall semester, a study committee will be formed consisting of up to three (3) Fulton Teachers Association members appointed by the President of the Fulton Teachers Association and up to three (3) members appointed by the Superintendent of Schools to examine the current interscholastic athletics programs throughout the District. The Committee will report on what services were provided by FTA members in the 2006-07 year in support of ongoing athletic programs. The committee will also report on any compensation received by FTA members for current and ongoing extra curricular athletic services. The committee will also research wages and responsibilities of coaches in similar size school districts. Any recommendations of the committee with regards to changes in compensation, responsibilities or related matters shall go into effect only upon the approval of the Board of Education and with an objective of the 2008-09 school year.

For the District:

For the Association:

Superintendent
Fulton City School District

President
Fulton Teachers' Association

DURATION

1. The provisions of this Agreement shall be effective July 1, 2006 and shall remain in full force and effect until June 30, 2010.

2. The dates of the signing of this Agreement are:

Superintendent of Schools _____

Fulton Teachers' Association _____

3. The required signatures are:

Superintendent of Schools, City School District, City of Fulton, New York

_____, (L.S.)

President, Fulton Teachers' Association

_____, (L.S.)