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Contract Database Metadata Elements

Title: Franklin Square Union Free School District and Franklin Square Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2015)

Employer Name: Franklin Square Union Free School District

Union: Franklin Square Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO

Local:

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TERM: The term of this Contract shall be four (4) years, commencing July 1, 2015 and terminating on June 30, 2019.

EFFECTIVE DATE: July 1, 2015

AFFIRMATION OF NO-STRIKE

Pursuant to the provisions of the Public Employees Fair Employment Act, the Franklin Square Teachers' Association does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

The above affirmation is given for the purpose of establishing the Franklin Square Teachers' Association as the sole and exclusive bargaining agent for the Teachers of the Franklin Square Union Free School District, Town of Hempstead.

I. PREAMBLE

This agreement, by and between the Franklin Square Union Free School District Board of Education (hereinafter referred to as the "Board"), and the Franklin Square Teachers' Association (hereinafter referred to as the "Association"), is hereby entered into in order to effectuate the provisions of Article 14 of the Civil Service Law (the "Public Employees Fair Employment Law") as currently provided or as may be amended, to encourage and improve effective and harmonious working relationships between the Board and the unit of professional employees defined in Article II below, and to enable said professional employees more fully to participate in and contribute to the development of policies for the Franklin Square Union Free School District so that the cause of public education may best be served.

It is agreed that all negotiable items have been discussed during the collective negotiations leading to this agreement and that negotiations will not be reopened on any item (whether contained herein or not) during the life of this agreement unless both parties, in writing, agree to reopen negotiations as to any particular item.

II. RECOGNITION

The Board, having determined that the Association is supported by a majority of the employees in a unit composed of all professional, certified personnel in grades Pre-Kindergarten through Sixth Grade including employees with certifications in special education, school psychology, music, art, physical education, library sciences, speech, reading and English as a second language or any additional certification area issued and authorized by New York State as a teaching certification area and subsequently employed by the District (hereinafter referred to as 'teachers'), excluding the Superintendent, Assistant Superintendents, Building Principals, Assistant Building Principals, Directors, Substitute Teachers (including Permanent Per Diem

Substitutes) and those responsible for rating the performance of the teachers, hereby recognizes the Association as the exclusive negotiating agent for the teachers in said unit for the duration of this contract.

III. NEGOTIATION PROCEDURES

No later than December 1st of the calendar year preceding the expiration of this contract, representatives of the Association and representatives of the Board shall enter into negotiations for the following school year. Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school district.

If such an agreement is not concluded sixty (60) days prior to the budget submission date an impasse may be deemed to exist. Either party may request the services of the New York State Public Employment Relations Board as prescribed by the Civil Service Law in regard to mediation and fact finding.

IV. TEACHER FILES

Annual Professional Performance Review legislation and Regulations of the Commissioner of Education shall inform development of the District's APPR Plan. The plan and its components shall be appended to, and incorporated by reference, in this collective bargaining agreement upon its completion following collaborative development of its components by representatives from the FSTA, administration and members of the APPR Committee. The parties agree they will commence negotiations concerning the Annual Professional Performance Review (APPR) plan for the 2015-16 school year as soon as practical after adoption of regulations by the State Education Department and the Board of Regents required by the 2015-16 budget bill and completion of the required 45 day comment period subsequent to the adoption. Any agreement resulting from such negotiations shall be subject to ratification by the Board of Education and the membership of the Association.

A committee of teachers, principals and other administrators will agree on the rubric designed to generate 60% of the total evaluation score. At least 31% (Domains 2 and 3 of the rubric) of the aforementioned 60% will be determined through classroom observations. Classroom and instructional preparation (Domain 1 on the rubric) will account for no more than 15% of the aforementioned 60%. Professional development and community contact (Domain 4 on the rubric) will account for no more than 14% of the aforementioned 60%. The rubric will be scored on a scale of 0-60 with scoring ranges associated with categories as prescribed by legislation and allocated through recommendations of the committee as: Highly Effective, Effective, Developing and Ineffective.

Any teacher wishing to appeal an Ineffective rating on the rubric may initiate the

appeal by sending a formal request in writing to the Superintendent of Schools within ten days following the receipt of their end of year evaluation. The Superintendent will convene a review panel, within ten days of receipt of the request in writing, comprised of the Superintendent, a Building Principal who did not submit the initial evaluation and a Senior Teacher who is not in the same building as the recipient as selected by the FSTA. The review panel will meet with the teacher and the Building Principal who submitted the initial evaluation within 10 days of notice of the appeal from the Superintendent. A final decision in writing will be rendered within five days of the completion of the meetings with the teacher and the Building Principal. The final decision shall not be reviewable in any forum.

- A) Teachers shall have the right to review their official personnel files at any time, to make copies of material therein and to append remarks to any document in the files: said inspection shall take place in the presence of the Superintendent or his designee. The official personnel file is the file maintained by the Superintendent.
- B) Said Personnel Files shall include all observations, evaluations, year end reports, letters, memos and other documents pertaining to teachers' conduct, service, character and personality written by administrators and supervisors.
- C) No material may be added to said files unless the teacher has an opportunity to read the material and to affix his/her signature to it, and to append remarks to it. His/her signature shall not necessarily indicate approval or agreement; it merely signifies that he/she has seen the document.
- D) Any material in said files, proven to be erroneous or unjust, shall be removed.
- E) Observations shall be based on the basis of the newly prepared mutually agreed upon observation form. Future observation forms shall be mutually agreed upon, however under circumstances where the District is required by operation of State law or Regulations to utilize a different Observation Form and FSTA has not agreed to the revised Observation form within sixty days of District's request, the District may utilize a District prepared Observation Form to comply with State law or Regulations.

The mutually agreed upon observation form shall contain a space for the teacher to append his/her remarks. Teacher remarks must be appended to the form and placed in the personnel file within 30 days of receipt of a copy of the document. All documents must be time stamped. No observations shall take place on the day immediately prior to or following

a vacation or major holiday, except for those teachers identified as in need of improvement or ineffective or otherwise placed on close supervision.

Evaluating administrators will make every effort to provide teachers with written observations within five business days of said observation. In the event the evaluating administrator requires additional time to complete the observation, the evaluating administrator will contact the teacher to discuss the observation within five business days of said observation and complete the written observation within five business days of said meeting.

- F) The observation portion of the Annual Evaluation Rubric shall be completed for tenured teachers before the first Friday in June unless the teacher is on close supervision. The Annual Evaluation Rubric shall be submitted to the teacher at least one week prior to the close of the school year. The Annual Evaluation shall be provided to the teacher 10 days following the assignment of scores by New York State.

V. **TEACHING CONDITIONS**

A) **Class Size**

The average class size in the district at the beginning of each school year shall not exceed twenty-eight (28) pupils per classroom teacher.

The Board shall work toward establishing classes not to exceed twenty-eight (28) pupils per class.

B) **Hours**

The teachers' school day shall be seven (7) consecutive hours inclusive of a lunch period. The teachers' school day shall be from 8:15 A.M. to 3:15 P.M. The students' school day shall be 6 hours and 15 minutes. Start times for students may be staggered across the three buildings if it is deemed necessary by the Board of Education.

It is understood that teachers shall perform professional duties, e.g., extra help for individual children, conferences with parents, preparation for teaching, staff development, and faculty meetings, provided such availability shall not increase the teachers' day beyond the current seven (7) hours. It is further understood that teachers may still be required to perform certain non-professional supervisory duties to the extent they have been doing so in the past. Except as set forth in this contract the teachers' day shall not extend beyond 3:15 PM. The use of these time periods shall be as determined by the Superintendent of Schools and/or the Building Principal. However, the parties agree that the regular student school day

shall not be extended. This time at the beginning and at the end of the teachers' school day shall not be considered as preparation time under the provisions of Section E, Preparation Time, below.

There shall be a sixty (60) minute lunch period for all students in all schools. Teachers shall be entitled to a sixty (60) minute duty free lunch period every day, except as to Intervention Services (AIS) as hereinafter specified. In the event of scheduling difficulties, efforts to resolve same will be jointly considered by the Administration and the FSTA.

The parties agree to develop guidelines to provide for a minimum of one (1) hour weekly of intervention services (AIS) with the understanding that specific guidelines will be established by the Administration and the FSTA. The guidelines shall define the role of the teacher and periods of time during which such intervention services will be provided before the students' school day or during the lunch period. Following reasonable consultation and discussion, Administration shall develop such guidelines in the absence of FSTA agreement.

The District shall use reasonable efforts to schedule Substitute teachers to conduct classes of absent teachers, and will as reasonably possible avoid the use of special area teachers for such duties; however, under no circumstances will District's failure or inability to do so subject District to any Grievance or charge or improper conduct. This provision shall be in effect from July 1, 2015 through June 30, 2019, and shall be deemed to expire and be of no force and effect thereafter unless specifically continued by further written agreement of the District and the FSTA.

C) Variable Hours

The District may modify music teachers' school day, as necessary, to start up to 30 minutes earlier than the start of the teachers' work day, for purposes of conducting band, chorus or music lessons with a concomitant adjustment to the end of the teachers' day.

D) Meetings

The District may hold no more than one district-wide after school meeting per year. The District may invite and require attendance of the invited teachers to two additional after school meetings for the purpose of professional development as determined by the Superintendent of Schools, provided the teachers shall receive two weeks notice of the date, place and time and agenda of each District and school meeting and each such meeting shall conclude no later than 5:00 p.m. In addition the District may invite and require attendance of invitees to up to two additional afterschool meetings for the purposes of professional development as determined by the Superintendent of Schools, under the same provisions at a rate

of \$50 per hour.

E) Preparation Time

Time for preparation shall be utilized by teachers during the periods when their class attends art, music, library and physical education.

Should a music, art, library or physical education teacher accept an assignment under the Variable Hours provision of this agreement, such assignment shall not result in any loss of preparation time for any teacher.

No teacher shall receive less than 40 consecutive minutes per day for prep time.

Principals shall schedule preparation time so that no teacher shall receive more than two preparation periods on a given day.

F) Job Security - Recall Rights

Recall rights of teachers shall be governed by statute and applicable law.

G) Conference Time

There shall be at least the equivalent of two half-days set aside for the purpose of holding parent conferences. Students shall be excused during such periods. Said time shall be scheduled on or about the end of the first marking period and prior to the second marking period. The Superintendent, at his/her discretion, may schedule additional conferences during the school year. Teachers shall submit to their principals, a list of names of the parents who attended such conference days.

Teachers shall be required to attend two (2) sessions for parent/teacher conferences. The dates for these conferences shall be in the middle of the second marking period and the starting times shall be determined by the Board of Education in accordance with Article XX. Each session shall be no more than two and one-half hours.

VI. REPLACEMENT OF ABSENT TEACHERS

A) Certified Teacher Lists

The Superintendent shall prepare a list of fully certified teachers to serve as substitutes.

The Association shall have the right to submit names to the Superintendent of certified teachers to serve as substitutes. The Association shall have access to all substitute lists.

VII. INVOLUNTARY TRANSFERS

A) If a reduction in the number of teachers in a school, or a grade level within a school necessitates the transfer of teachers, the Superintendent shall, to the extent reasonably possible, notify all affected teachers by the first Friday in June, and ask for volunteers. Volunteers, including those who have submitted grade and school preference sheets shall be used to the extent possible, subject to the needs of balanced staffing in the schools. There shall be no discrimination against any teacher on the basis of age, race, creed, color, national origin, sex, marital status or membership or participation in, or association with activities of any employee organization.

VIII. PROMOTIONS, VACANCIES AND TRANSFERS

- A) Whenever any vacancy in an administrative position shall occur, the Superintendent shall give written notice to the professional staff. Due consideration shall be given to teachers in the District who have performed satisfactorily.
- B) All vacancies in the professional staff that are to occur at the beginning of the school year and are known to the administration, shall be announced, in writing, to the professional staff by March 1st, simultaneously with the preference sheets. Any teacher desiring to fill a vacancy shall so indicate on the preference sheet, which must be filed with the Building Principal no later than March 5th. In addition, a teacher may utilize the preference sheet to indicate a desire to transfer to any school or grade level, even if there is no known vacancy. First consideration shall be given to teachers in the District subject to the needs of balanced staffing in the schools.
- C) All summer school positions shall be announced, in writing to the professional staff by the Superintendent. First consideration shall be given to teachers in the district who are qualified. A teacher who has filled a summer school teaching position previously and has performed satisfactorily shall be given due consideration in appointment to the summer school staff in the following year, if there is a vacancy. All successful and unsuccessful candidates shall be notified by May 15. Such notification shall be conditional upon the Board of Education authorizing a summer school program.

IX. USE OF FACILITIES

- A) Mail Boxes - Mail boxes shall be available to the Association.
- B) “Pony Express” - The Association shall designate one member of their organization in each building to handle material for the pony express. This is a mail service and shall not be used to transport large equipment or materials.

- C) Facilities for Association meetings - Facilities shall be provided by the Superintendent for committee meetings and general Association meetings.
- D) The Superintendent shall provide suitable facilities for the storage of the Association supplies and equipment.
- E) The Association shall have the right to post notices of its activities in all faculty rooms and teachers' dining areas.
- F) The Association shall have the right to announce times and places of meetings over the Public Address System during morning exercises.
- G) The Board shall make copies of the new contract for all teachers. The Association shall be responsible for the distribution of the contract to all teachers.
- H) The President of the Association shall be excused from his/her duty assignments. A duty assignment refers to non-teaching activity such as hall patrol, lunch duty, bus duty, etc.
- I) There shall be one faculty room in each school building.

X. MEETING WITH BOARD OF EDUCATION

- A) Three or less times per year the Board shall meet with representatives of the Association to discuss contractual items.
- B) The time, date and place of such meeting shall be determined by mutual agreement of the parties. At least one week prior to such meeting, however, the Association must present to the Superintendent an agenda of the items it wishes to discuss.

XI. COMMITTEES

The Administration agrees to consult with FSTA on the selection of teachers for committee membership.

Committees formed by the Administration and/or the Board which include teachers as members shall not speak in the name of the Association unless the committee report or recommendations are submitted to the Association for approval.

The Association shall have the right to recommend areas of study to the Superintendent.

If the Superintendent agrees to study such areas, a committee will be established. Half the members of such committees shall be selected by the Association.

The committee's report and a minority report, if any, shall be submitted to the Superintendent for his/her consideration.

Final committee reports shall be published, along with the Superintendent's recommendations, within ninety (90) days of submission.

The committee shall operate under its own procedures and the Superintendent or his/her designee, shall serve as Chairperson. The Chairperson shall not vote.

XII. LEAVES OF ABSENCE

A) Annual Leave Days

1. Absence from duty because of sickness or personal reasons shall be excused with full pay on the basis of:
 - a. 13 days per year for those employees who have served this district fewer than 3 years.
 - b. 15 days leave per year for those employees who have served this district for more than 3 years.
 - c.(1) Personal Illness or Personal Leave: Up to nine (9) annual leave days may be utilized for personal illness or personal leave, to the extent accumulated days are available. Personal illness shall include hospital or doctor's visits, to the extent such visits cannot reasonably be scheduled outside of school hours. Personal leave shall include the following:
 1. Legal matters, including house closings, income tax hearings, adoption proceedings, court appearances, probate proceedings, and the like;
 2. Ceremonies such as family weddings, graduations, and religious exercises;
 3. Household moving;
 4. Funeral attendance/bereavement for family members not specified in Article "XII(A)(5)";
 5. Religious holidays;
 6. Illnesses not covered in paragraph (c)(2)(ii), in the sole discretion of the Superintendent;
 7. Any other reason approved by the Superintendent in his sole discretion.

Any annual leave days to be used in excess of nine (9) days in a school year require prior approval from the Superintendent or a doctor's note confirming illness.

c. (2)(i) Family Medical Illness: Up to ten (10) annual leave days in a school year may be utilized for purposes of caring for a teacher's spouse, child, parent or domestic partner and/or for a grandparent residing in the same household, unless an extended period is authorized by the Superintendent. Except in emergencies, the use of annual leave days pursuant to this paragraph (c)(2)(i) requires prior notification to the Superintendent.

c.(2)(ii) Teachers may utilize annual leave beyond the ten (10) days provided for in paragraph (c)(2)(i) for the care of a spouse, child, or parent for a serious health condition within the meaning of the Family and Medical Leave Act for a period of up to a total of twelve (12) weeks, with pay to the extent of accrued annual leave and without pay following exhaustion of accrued annual leave. Except in emergencies, use of annual leave pursuant to this paragraph (c)(2)(ii) requires prior notification to the Superintendent, and the Superintendent may request the teacher to provide medical evidence of the illness and/or evidence of the necessity of the teacher's caring for the family member.

c. (3) In the event that the Superintendent denies a request for the use of annual leave, the FSTA and the teacher shall have the right to meet with the Superintendent to discuss the denial.

2. Annual leave days shall be cumulative. However, an employee with a minimum of 140 accumulated leave days at the onset of the school year and at least nine (9) unused annual leave days remaining from the current school year may exchange remaining annual leave days from the current school year for compensation at their current daily rate (up to a maximum of \$600 per day) at a rate of 1 day for every three days exchanged in lieu of accrual.
3. For extended leave beyond accumulated annual leave days, an employee of this district, upon the recommendation of the Superintendent and the approval of the Board, shall be paid at a salary and for a period of time to be determined by the Board.
4. Teachers contracting a childhood disease must:
 - a. Produce a physician's certificate attesting to the fact that the teacher has had the disease.
 - b. Prove through the school nurse that a case of said disease was present in the teacher's class.

When the above documents have been forwarded to the Superintendent,

the teacher shall be granted annual leave credit for the period of absenteeism due to this illness without deduction from his/her accrued annual leave.

5. Teachers shall be entitled to five (5) days bereavement leave with pay following the death of a spouse, child, parent, sibling, grandparent, or a domestic partner cohabiting with teacher in the teacher's household.

B) Child Rearing Leave

1. General Statement

The Board shall grant a leave of absence without pay for child rearing leave to a professional employee upon his/her written application. Said application must be made within thirty days following the birth or adoption of a child. Child rearing leave shall consist of six weeks of paid annual leave days to the extent the employee has accrued sufficient annual leave days beginning with the date of birth or final adoption notice. The employee is entitled to an additional six weeks of unpaid leave under the Family Medical Leave Act (FMLA) at their request. In the event the employee undergoes a C-Section during childbirth, the employee is entitled to eight (8) weeks of paid annual leave days to the extent the employee has accrued sufficient annual leave days beginning with the date of birth. The employee is entitled to an additional four weeks of unpaid leave under FMLA at their request.

The employee may request an additional unpaid leave beginning at the end of the aforementioned twelve weeks and ending no earlier than the end of the school year. No employee will be granted a leave after exhaustion of FMLA leave with a return date prior to the end of the school year.

An employee utilizing the Family Medical Leave Act (FMLA) prior to the end of their probationary period shall have their probationary period extended by the same period as the unpaid leave.

The non-child bearing parent is entitled to the use of five (5) annual leave days unless an extended period is authorized by the Superintendent. The leave shall begin immediately following the birth of the child.

2. Duration

Child Rearing leave shall terminate on August 30. The employee is entitled to additional leave without pay for the year following the year of the birth of their child and terminating on August 30 of that year. In no event, shall such leave exceed two years. Attendance at staff development

workshops and/or Superintendent's Conference Days for those employees on extended leave is required. Teachers shall be compensated at a rate of \$50 per hour.

Teachers must notify district in writing no later than March 1st of the intention to return to work in September.

3. To the extent required by applicable law, the Annual Leave provisions of this agreement apply to any disability caused by pregnancy.

The foregoing does not preclude the District's right under Section 913 of New York State Education Law, to require any person employed by the district to submit to a medical examination.

4. If mutually agreed upon between teacher on child rearing leave without pay and the district, said teacher may be placed on itinerant substitute list, prior to expiration of his/her child rearing leave.

C) Jury Duty

1. Any professional employee shall be excused without loss of pay or other benefits while serving as juror.
2. Absence for the purpose stipulated in "1" shall not be charged against annual leave.
3. All remuneration, if any, received by a professional employee for services as provided in "1" hereof shall be paid over to the school district within five (5) days after the same shall be received.

D) Military Leave

1. Except as otherwise provided in "2" a professional employee is entitled to leave of absence while engaged in the performance of military duty and shall be reinstated after the termination of such military duty provided application is made for such reinstatement within ninety (90) days after termination of such military duty.
2. A teacher inducted into the armed forces of the United States shall receive probationary credit for the time absent on military duty. However, if the end of the probationary service occurs while the teacher is on military duty, or within one (1) year following the termination of such military duty, his/her period of probationary service will be extended for a period not to exceed one (1) year from the date of termination of such military

duty but in no event for a period of probationary service in the actual performance of teaching services, exclusive of military service, beyond that required at the time of his/her entry into military service. A probationary teacher may not become a tenured teacher automatically while in the armed forces but must complete any extended period of probationary service prior to becoming eligible for tenure.

3. Upon termination of the military service and reinstatement in the position as above stated, each professional employee is entitled to the same rate of salary to which he/she would have been entitled had he/she been in continuous employment and to all rights or privileges he/she would have enjoyed had he/she been continuously employed.
4. A professional employee who is a member of an organized reserve of the United States armed forces shall be entitled to thirty (30) days consecutive leave of absence each year with full pay for the duration of ordered military duty.

E) Professional Leave

1. Upon application to, and approval by the Superintendent, a professional employee may be absent without loss of pay or annual leave days for any of the following reasons:
 - a. To serve as representative of this school district at a meeting of the New York State Retirement System.
 - b. Professional visits to another school.
 - c. Attendance at teacher's conference and meetings.
 - d. Fulfilling a speaking engagement at which some aspect of education is the subject matter, for which no compensation is received.
2. Reimbursements for necessary expenses to be incurred in connection with "1a", "b", "c" and "d" above must be approved in advance by the Superintendent. Request for such reimbursements shall be filed with the Superintendent, on forms prescribed by the Superintendent, sufficiently in advance of the occasion for which leave is requested.

- F)** Release time for any teacher involved in any type of litigation dealing with Association matters, if subpoenaed, shall be granted.

XIII. COMPENSATION

The Step Salary Schedules shall remain in effect for the duration of the agreement. Step Salary Schedule A will be used for all employees hired prior to July 31, 2012. Salary Schedule B will be used for all employees hired subsequent to August 1, 2012.

Salary Schedule C will be used for all employees hired prior to July 1, 2015 and assigned to a Pre-Kindergarten position beginning September 1, 2015. Starting salaries for new Pre-Kindergarten teachers will be \$37,000 in 2015-16 for new employees. New employees hired after June 30, 2016 and assigned to a Pre-Kindergarten placement will be placed on Salary Schedule C on the rung below the lowest paid current employee in a Pre-Kindergarten placement. Pre-K teachers completing Step 4 of Salary Schedule C will be placed on Step 1 of Salary Schedule B in the column commensurate with their approved and completed credits. The District reserves the right to hire retirees to serve as Pre-K teachers and the FSTA agrees their salaries must comply with the prevailing laws of New York State in regards to Pension requirements.

All employees will advance to the next available step in Year 1 of the contract (2015-16) on both Salary Schedules "A" & "B".

All employees will remain on their 2015-16 salary step in Year 2 of the contract (2016-17) on both Salary Schedules "A" & "B". Employees on Salary Schedule "C" will advance to the next available step in Year 2 of the contract (2016-17).

All employees will advance to the next available step in Year 3 of the contract (2017-18) on both Salary Schedules "A", "B", & "C".

All employees will advance to the next available step in Year 4 of the contract (2018-19) on both Salary Schedules "A", "B", & "C".

Additional compensation beyond the step schedule will be considered longevity payments and distributed as a component of the employee's salary as follows:

Year 1 = \$1,000

Year 2 = \$1,000

Year 3 = \$1,000

Year 4 = \$1,000

Salary schedule column advancement shall not occur until the passage of 18 months from the effective date of a previous salary schedule column advancement.

DEFINITIONS OF CLASSES ON SALARY SCHEDULES

Class 1 - BA

Class 4 - MA

Class 5 - 15 hours of approved credit beyond and subsequent to the MA.

Class 6 - 30 hours of approved credit beyond and subsequent to the MA.

Class 7 - Professional Diploma or 45 hours of approved credit beyond and subsequent to the MA

MA60 SALARY DIFFERENTIAL

A) Teachers who achieve placement on the MA 45 column of the salary schedule shall be granted a \$2,000 wage differential upon the completion of 15 additional credits following July 1, 2007, those credits comprised of a combination of graduate course credit or in-service credit with not more than Fifty (50%) percent of all such credit consisting of approved in-service credits. All credit must relate to the staff member's instructional assignment and shall be approved in the sole discretion of the Superintendent, or his/her designee, prior to the course being taken. Once 15 credits have been awarded, the teacher will be granted the \$2,000 wage differential. All credit towards the acquisition of the aforesaid wage differential shall be earned after July 1, 2007.

i. The teacher must apply for the \$2,000 wage differential at any time prior to June 1st of the school year in order to receive the initial payment of the wage differential at the end of the school year, and this shall be considered the first year of the differential payment. A teacher making application for the \$2,000 wage differential at any time after June 1st of the school year will receive the initial payment of the wage differential at the end of the following school year, and this shall be considered the first year of the differential payment.

ii. In order to continue to receive the \$2,000 wage differential beyond June 30th of the third school year following the initial grant of the wage differential or the three year renewal of the wage differential pursuant to this paragraph, the teacher must complete seven (7) additional credits, comprised of in-service or graduate credits in a combination as approved by the Superintendent. All credit pursuant to this paragraph must relate to the staff member's instructional assignment and shall be approved at the sole discretion of the Superintendent or his/her designee, prior to the course being taken. Persons who fail to meet the aforesaid renewal requirement shall no longer be granted the differential, but will be eligible to again achieve the \$2,000 wage differential by again completing the 15 credits required for the grant of an initial award of the wage differential as set forth in paragraph "A", with all such 15 credits being obtained after the date of the initial grant of the wage differential pursuant to paragraph (A) or renewal grant pursuant to this paragraph.

This provision shall be in effect from July 1, 2015 through June 30, 2019, and shall be deemed to expire and be of no force and effect thereafter unless specifically continued by further written agreement of the District and the FSTA.

- B) All teachers who have a doctoral degree shall receive a stipend over and above their salaries in the amount of \$600.00.
- C) Teachers who achieve National Board of Professional Teacher Standards Certification shall receive a \$500 annual stipend over and above their salaries through June 30, 2015, when this provision shall expire (sunset), unless specifically added to a successor collective bargaining agreement. Any teacher achieving this distinction during this contract will continue to receive this amount annually for the remainder of their consecutive service in the District notwithstanding any successor agreement.
- D) The school psychologist shall receive an additional sum of \$800.00 per year.
- E(1). Teachers employed (by the District) for summer recreation shall receive compensation, as follows:
Effective July 1, 2008: One Hundred (\$100) Daily rate
- E(2). Teachers employed (by the District) for summer recreation building directors shall receive compensation, as follows:

Effective July 1, 2008: One Hundred and Twenty (\$120) Daily rate
- F) Chairpersons shall be paid additional sums as follows:

Effective July 1, 2012: \$600
Chairpersons will be eligible for mentor teacher positions and shall be paid additional sums as follows:
1. Additional mentor compensation if appointed: \$900
 2. Chairpersons will be compensated as mentor for each individual assigned to them. Mentor compensation shall be prorated if the mentorship does not commence at the beginning of the school year
- G) **BASE HOURLY RATE AND FINANCIALLY WEIGHTED DUTIES:**

There is established a base hourly rate for work outside of the school day of Forty (\$40) Dollars per hour. Each activity weight as a function of the base rate will be as follows:
- | | |
|--|-------|
| a. AIS (After-school supplemental) | 1.625 |
| b. Workshops | 1.5 |
| c. District initiated field trips Outside the school day | 1.0 |
| d. Summer School | 1.25 |
| e. Home Instruction | 1.25 |
| f. High School Articulation Program Prep. Youth | 1.25 |
| g. Grant writing & technology | 1.0 |

- | | | |
|----|---|---------|
| h. | Summer ISP compensation | 1.625 |
| i. | Summer CPSE rates | 1.0 |
| j. | Summer CSE teacher membership | 1.0 |
| k. | Additional special events culminating in a program,
product or presentation | 1.0 |
| l. | Assigned duties during prep period | 1.0 |
| m. | Assigned duties during lunch for full & ½ hour | 1.5/.75 |
| n. | Club compensation | 1.0 |
| o. | Special events or services compensation
i.e. preparation time associated with turnkey
presentations of pedagogical information where
the preparation time occurs outside the normal
contact hours | 1.0 |
| p. | ISP Extended Day Program | 2.0 |
- H) Teachers engaged in working on curriculum during the summer months shall be compensated at a rate of \$400 per week. The length of time needed to complete the curriculum assignment will be negotiated between the Assistant Superintendent for Curriculum and the individuals involved, and the FSTA.
- D) The establishment of extra curricular clubs shall be subject to the approval of the Board. The type of extra-curricular clubs and the frequency of sessions shall be at the discretion of the Board. Teacher participation shall be on a voluntary basis and teachers shall be paid as set forth in Paragraph “G” above.
- J) Adjustments of salary based upon completion of graduate credits shall be effective the payroll period following the next available Board of Education meeting after the teacher’s submission of satisfactory proof of the completion of course work, and is not retroactive to the date of completion of course work.
- The teacher shall file for such adjustments on District forms provided for this purpose at least thirty days prior to the completion of course work. Official transcripts must be forwarded to the Superintendent prior to any change in salary classification.
- K) All final salary checks of the school year shall be distributed in the forenoon of the last day of school, providing all building and district records are completed.
- L) A Leave Replacement who is hired to teach a full day on or before February 1 of a given year shall be placed on Step 1 of the individual’s appropriate preparation column. If appointed to a probationary appointment in Year 3 of this agreement and in the year immediately following a full school year of leave replacement, that individual shall then be placed on Salary Step 2 as regular staff.
- M) Teachers who act as chaperones shall be paid \$80 per night, for overnights only.
- N) Teachers performing additional services for special events not specified in the

foregoing

provisions shall be paid at the rate of \$40.00 per hour for such special services, unless the FSTA and the Board agree upon a different rate of compensation.

- O) Salary will be paid based on twenty-six (26) pay periods annually; employees shall receive pay for the summer as part of the last check in June.
- P) Teachers shall be provided the option of having salary paid through direct deposit to a banking institution designated in writing by the teacher. Beginning July 1, 2016, teachers must have salary paid through direct deposit to a banking institution designated in writing by the teacher.
- Q) Teachers appointed to positions for PEEC shall receive annual stipends, as follows:
 - a. Single Lead Teacher: \$1,500
 - b. Multiple Lead Teachers: \$1,200
 - c. Certified Teacher Chaperone: \$ 950In any year where multiple lead teachers are appointed there shall be no single lead teacher.
- R) AR Representatives shall receive annual stipends of \$600.
- S) District shall provide separate checks to teachers for additional compensation and stipends through June 30, 2019; however, this provision shall expire (sunset) on June 30, 2019, and be of no force and effect, unless specially included in a successor collective bargaining agreement.

XIV. HOSPITALIZATION

A) Health Plan

The Board agrees to participate in all of the options of the New York State Health Employees Insurance Plan.

The Board agrees to pay the following cost of the individual and dependent basic state plan as follows:

Effective July 1, 2015:	\$17,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium \$8,000 towards Individual coverage; Employees' contributions not to exceed 25% of full premium
Effective July 1, 2016:	\$19,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium \$9,000 towards Individual coverage; Employees' contributions not to exceed 25% of full premium
Effective July 1, 2017:	\$19,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium \$9,000 towards Individual coverage;

Employees' contributions not to exceed 25% of full premium
 Effective July 1, 2018: \$19,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium through June 30, 2019
 \$9,000 towards Individual coverage; Employees' contributions not to exceed 25% of full premium through June 30, 2019

Teachers appointed to permanent part time positions for a minimum of five tenths (.5) of a full time position, shall receive 50% of the health insurance and annual leave benefits accorded full time staff, with Superintendent's authority to increase the percentage of such benefits for permanent part time employees regularly assigned to positions greater than five tenths (.5).

Employee contributions as set forth above shall be via payroll deduction which shall be subject to adjustment as of the effective date of any increase (decrease) in the cost of the applicable coverage.

B) Benefit for Retirees

The District agrees to extend its current practice of providing health plan benefits for individual and family coverage to persons who retire between July 1, 2015 and June 30, 2019 in the amounts specified hereinafter, and on June 30, 2019 the benefit shall be reduced to the minimum allowed by Civil Service Law. However, if there is a reduction in health premium costs resulting from a retiree and/or his/her spouse qualifying for any credit granted by NYSHIP between July 1, 2015 and June 30, 2019, regardless of the credit's federal or State origins, the District's obligations shall decline by an amount equal to 50% of the reduction in total premium cost.

Effective July 1, 2015: \$17,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium
 \$8,000 towards Individual coverage; Employees' contributions not to exceed 25% of full premium
 Effective July 1, 2016: \$19,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium
 \$9,000 towards Individual coverage; Employees' contributions not to exceed 25% of full premium
 Effective July 1, 2017: \$19,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium
 \$9,000 towards Individual coverage;
 Employees' contributions not to exceed 25% of full premium
 Effective July 1, 2018: \$19,000 towards Dependents coverage; Employees' contributions not to exceed 25% of full premium through

June 30, 2019
\$9,000 towards Individual coverage; Employees' contributions not to exceed 25% of full premium through June 30, 2019

C) **Flexible Benefits**

The District shall provide a flexible benefits plan as authorized by Section 125 of the Internal Revenue Code.

XV. **DENTAL PLAN AND LIFE INSURANCE**

A) **Dental Plan**

The Board shall pay a maximum of \$750.00 per teacher toward the cost of an individual dental insurance plan. A teacher may purchase family coverage at his/her own expense under the same plan by payroll deduction. The Association shall have the right to recommend the insurance carrier and agent to the Board. Any dividends accruing shall be used to improve the plan. The Association shall have the right to secure any information from the insurance company or its agent.

B) **Life Insurance**

The Board shall pay the full cost of providing life insurance policies in the amount of \$20,000 per teacher.

C) **Additional Insurance**

The Board agrees to provide long term disability coverage for the term of this agreement through June 30, 2019. The District will contribute the cost of the premium for long term disability coverage unless the Employee elects to pay the premium for long term disability coverage. District Administration has been advised that if the District pays the premium, any benefit received by the Employee will be deemed taxable under current law. District Administration has been further advised that if the Employee elects to pay the premium, any benefit received by the Employee will be deemed non-taxable under current law.

The Board agrees to offer critical illness coverage at the employee's expense for the term of this agreement through June 30, 2019. District Administration has been advised that currently critical illness coverage applies to illnesses such as stroke, skin cancer, invasive cancer, carcinoma In-Situ, renal failure, major organ transplant, heart attack/coronary bypass and Alzheimer's disease, all of which is more particularly defined by Travers O'Keefe Insurance Brokers.

XVI. WORKERS' COMPENSATION

Employees absent because of injury arising out of and in the course of employment shall be granted and charged annual leave with full pay which shall not exceed accumulated annual leave. Money received by an employee as workers' compensation shall be reimbursed to the district not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused days of annual leave and added to accumulated annual leave.

XVII. TERMINAL LEAVE

In order to qualify for terminal leave compensation, an employee must be employed for a minimum of fifteen years in the Franklin Square Union Free School District.

During the final year of service, teachers shall, upon duly executed application, receive additional salary at retirement, on the basis of one (1) day for each three (3) days of accumulated and unused annual leave at the rate of pay hereinafter set forth.

Compensation shall be on the basis of \$600 times 1/3 of the number of accrued unused annual leave days.

For purposes of terminal leave, compensation for accrued annual leave shall be limited to not more than one-third of a maximum of 300 accrued days for all employees hired prior to July 1, 2012. However, any active employee with more than 300 accrued days as of June 30, 2012 shall be exempt from this provision.

For purposes of terminal leave, compensation for accrued annual leave shall be limited to not more than one-third of a maximum of 250 accrued days for any teacher hired subsequent to July 1, 2012.

Any teacher retiring shall give three (3) months written notice of same to the Superintendent except in the event of an emergency. In the event of the eligible teacher's death after filing notice of retirement, payment of the benefit due shall be made to the teacher's estate.

XIX (A) A TAX SHELTERED VARIABLE ANNUITY PLAN

Three tax sheltered annuity plans will be made available to members represented by the Association. The Association shall have the right to recommend carriers to the Board. The District agrees to offer the New York State Deferred Compensation Plan as an alternative to the Tax Sheltered Variable Annuity Plans.

The employee will be responsible for any fees associated with the Tax Sheltered Variable Annuity Plans and alternative plans available to District employees including but not limited to fees associated with the third party administrator of the plan unless the vendor

for the employee's plan agrees to absorb those fees at no cost to the District.

XIX (B) IRC SECTION 403-B ANNUITY PLAN

(1) No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

The Employer shall contribute to the IRC Section 403-b Program hereinafter defined on behalf of each retiring teacher, as a non-elective employer contribution in accordance with the terms and conditions of this Agreement, the value of the contractually specified portion of each retiring teacher's accrued but unused sick days as provided under Collective Bargaining Agreement Articles "XVII" and "XVIII", herein.

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

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

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- (3) **403(b) Accounts** Employer contributions shall be deposited into the 403(b) Plan Account selected by employee to receive Employer contributions, provided such Plan Account will accept Employer Non-elective Contributions and the Plan Account has entered into a Hold Harmless Agreement with Employer in a form acceptable to Employer and in accordance with the provisions of Section 403(b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals and employer non-elective contributions. If the employee does not designate an Employer approved 403(b) Plan account to receive Employer's contributions, or if the Plan account designated by Employee will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program, currently with ING Life Insurance and Annuity Company Tax Deferred Annuity.
- (4) **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System, if authorized by the said Retirement System.
- (5) The provisions of this Article XIX(B) 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.
- (6) The provisions of this Article XIX(B) shall further be subject to the approval of the 403(b) Provider, which shall review the provisions of this Article XIX(B) solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") has agreed to provide the Employer with ILIAC's hold harmless agreement and at the Association's request the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- (7) Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. However, provided the Employer has not been grossly negligent in submission of information to the 403(b) Provider, the Employer shall not be responsible for any adverse income tax consequences, interest or penalties imposed by taxing authorities should such taxing authorities determine that either the 403-b Plan established pursuant to the provisions of this Article XIX(B) does not qualify as an IRC 403-b Plan or that the Provider's Plan does not satisfy the requirements of IRC 403-b.
- (8) Teachers who are eligible for normal retirement under the rules and regulations of the

NYSTRS during the period July 1, 2015 through June 30, 2019, and who have been in full-time continuous service in the school district since at least July 1, 1998 shall qualify for the Employer non-elective contributions pursuant to the provisions of this Article XIX(B), provided they satisfy all of the following criteria:

- a. Employees who submit their irrevocable written notification of retirement no later than December 1st of the school year in which retirement is effective will have the non-elective employer contribution made in accordance with subsection “c” below.
- b. Employees must be eligible for retirement under the New York State Teachers’ Retirement System.
- c. For all members submitting their letter of retirement on or before December 1, a non-elective employer contribution equal to 50% of the total non-elective employer contribution due will be deposited to the account of said member by December 31st of that same calendar year. The remaining 50% shall be deposited to the account of said member on June 30th of the immediately succeeding calendar year (effective date of retirement).

(9) The parties are entering into this Agreement amending the Collective Bargaining Agreement so as to enable the parties to utilize the options provided by the revised Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The provisions of this Article XIX(B) do not constitute a retirement incentive, and are limited to providing a method for payment of the early retirement incentive provisions and unused annual leave accrued pursuant to the provisions of collective bargaining agreement and to employee 403(b) Plans as hereinabove referred to as “Employer Non-elective Contributions”. Employer’s contractual undertaking hereunder is subject to the rights of employees for whom non-elective contributions are made by Employer into a designated IRC Section 403-b Annuity Program to either withdraw therefrom such contributions or have such contributions assigned at any time to another financial institution or Annuity Plan, provided such is authorized by law or their individual annuity contracts.

(10) All contributions due under this provision are subject to the contribution limitations outlined in this Collective Bargaining Agreement.

(11) Duration:

(a) The provisions of this Article “XIX(B)” shall be subject to the June 30, 2019 expiration date of this Collective Bargaining Agreement, on which date the provisions of this Article “XIX(B)” shall expire (sunset) and be of no further force and effect, and not be subject to *Civil Service Law* §209-a(1)(e).

(b) Notwithstanding paragraph (a), above, on July 1, 2019 (12:01 A.M), the terms and provisions of Article “XVII” (“Terminal Leave”) of this Agreement shall be fully restored to their cash compensation status as that Article existed immediately prior to the parties’ entering into former Article “XVIII” and Article “XIX(B)” of this Agreement and the predecessor Memorandum of Agreement dated June 23, 2003.

(c) Notwithstanding paragraph (a) above, in the event that the Employer is obligated under this Article “XIX(B)” to make any post-employment contributions to any eligible employee after June 30, 2019 (for any employee retiring under the provisions of former Article “XVIII” of this Agreement) that obligation shall survive June 30, 2019 and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provisions of this Article “XIX(B)”.

XX. GRIEVANCE PROCEDURE

A) Declaration of Policy

It is the intent of the Board and The Association to provide for the orderly settlement of grievances in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged. Prior to filing a formal grievance, an effort shall be made by both parties to resolve the grievance in informal discussion.

B) Definitions

1. Grievant shall mean any person in the bargaining unit; any group of employees in the bargaining unit; or the Franklin Square Teachers’ Association.
2. Building Principal shall mean the principal in charge of the particular school building and having authority in the area and over the pupils served by such building.
3. Grievance shall mean any claimed violation of this agreement. The term “grievance” shall not include any matter involving an employee’s retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. A grievance shall be deemed to have been waived unless it is presented within thirty (30) school days, or sixty (60) calendar days, whichever is shorter, after the event or events on which the grievance is based, is known or should have been known by the grieving party.
4. Request for Review shall be the request by which the employee, or his representative, proceeds from stage to stage in the grievance procedure.

Such request for review shall be in writing, except at the informal stage, and shall contain a complete statement of facts, including the specific grievance and a copy of the determination from the previous step.

C) Rules and Regulations

1. Any employee shall have the right to present grievances in accordance with the procedures in this Article.
2. The Superintendent or Building Principal may delegate his/her powers to a designee of his/her choice. If the Superintendent or Building Principal has designated someone to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.
3. Each party to a grievance shall have access to all records pertaining to such case.
4. The grievant may, with the approval of the Superintendent, skip other stages in the procedure.
5. Time limits in the procedure may be shortened or lengthened with written mutual consent of the parties.
6. A grievance will be deemed to have been satisfactorily resolved if the employee does not proceed to the next stage of the procedures within fifteen (15) school days or thirty (30) calendar days, whichever is less.

D) Procedures

1. Formal Stage I

- a. The grievant shall make a written request to the Building Principal or his/her designee for review and determination. The grievance and the relief sought shall be described in writing.
- b. Such hearing shall be held within ten (10) school days after the receipt of the request for review.
- c. The Principal, or his/her designee, shall render his/her written determination to all parties concerned in the case within ten (10) school days after the hearing required by paragraph “b” has ended.
- d. If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to Formal Stage II.

2. Formal Stage II

- a. The aggrieved employee may make a written request for review, to the Superintendent, or his/her designee.
- b. Such hearing shall be held within ten (10) school days after the receipt of the request for review.
- c. The Superintendent, or his/her designee, shall render his/her written determination in the case, within ten (10) school days after the hearing required by paragraph “b” has ended.
- d. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Formal Stage III.

3. Formal Stage III

- a. The Association may make written demand for arbitration of the grievance to the Superintendent and proceed to arbitration in accordance with the rules of the American Arbitration Association. The District shall select an arbitrator from a list provided by the American Arbitration Association.
- b. The parties shall share equally the expense of the arbitrator.
- c. The arbitrator shall have the authority to state an opinion and a remedy which shall be advisory to the parties.
- d. In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of this agreement.

XXI. CALENDAR

The Association shall present to the Superintendent a proposed calendar for the forthcoming school year. The Superintendent shall analyze this and other proposed calendars and recommend one calendar for adoption by all the component Boards of Education of Central High School District No. 2. The calendar recommended for adoption should be presented to the Association for its information before adopted by the Board.

The calendar shall not exceed 184 days. Two (2) scheduled snow make up days will be included in the 184 day calendar each year. If fewer than two (2) snow days are utilized during the school year, school will be closed and teachers need not report on the scheduled snow make up days.

XXII. DUES DEDUCTION

- A) The Board, by its officers, agents and representatives, will deduct from the salaries of the teachers such uniform amount of membership dues of the Association as the teachers individually and voluntarily may authorize the Board, in writing to deduct and transmit to the Association. Such written teacher authorizations shall be on forms provided by the Association.
- B) Teachers waive all rights and claims against the Board for the monies so deducted and transmitted in accordance with their authorization, and relieve the Board, its officers, agent and representatives, from any liability therefor.
- C) The dues deduction for the designated associations shall be made at 10 payroll periods, commencing on or about the 15th of October and shall be only for the amounts owed by the teacher for that payroll period. No later than September 30th, the Association shall provide the Business Office with the authorization forms described above in paragraph “A”.
- D) The Business Office shall promptly transmit the amounts so deducted to the Association. The initial payments shall include lists of the members who have elected payroll deductions. Subsequent payments shall include lists of additional names of teachers who have elected payroll deductions.
- E) A teacher may revoke his/her authorization at any time by written notice to the Business Office. Revocation will be effective upon receipt by the Business Office. Notification of this revocation will be forwarded to the Association. Absent such revocation, authorization shall continue in force from year to year.
- F) The Association shall notify the Business Office of any changes in its dues structure.
- G) Teachers who elect not to join the Association will, as long as is required by New York State Agency fee statute, have State Agency fees deducted from their paychecks in the same amount and manner as Association members. The Employer will transmit said State Agency fees to the Association.
- H) NYSUT Member Benefits and AFLAC shall be available to teachers as payroll deductions. This provision shall expire (sunset) on June 30, 2019, and be of no force and effect, unless specially included in a successor collective bargaining agreement.

XXIII. LEGISLATIVE AUTHORIZATION

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

XXIV. CONSULTATIONS

- 1) The Association and the Superintendent and/or his/her representatives shall meet monthly to discuss problems of mutual concern. The Association shall notify the Superintendent at least forty-eight (48) hours in advance if they wish to meet.
- 2) The Building Principal and the Franklin Square Teachers' Association's Building Representative shall meet at the request of either party at a mutually convenient time, within one (1) week of said request, during the school year to discuss matters of building regulations and practices and questions relative to implementation of this Agreement or any other matters of mutual concern.

XXV. SAVINGS CLAUSE

In the event any provisions of this contract is, or shall become, unlawful, all other provisions shall continue in force and effect. Any substitute provision or action shall be the subject of good faith negotiations between the Association and the School District.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives.

Dated: October , 2015

**FRANKLIN SQUARE UNION FREE
SCHOOL DISTRICT, TOWN OF HEMPSTEAD**

**By: _____
Patrick Manley
Superintendent of Schools**

FRANKLIN SQUARE TEACHERS' ASSOCIATION

**By: _____
AnnMarie Giarrizzo, President**

**The foregoing is hereby approved:
BOARD OF EDUCATION**

**FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT,
TOWN OF HEMPSTEAD**

By: _____
Joseph Armocida, President

SALARY SCHEDULE "A"

	BA 1	MA 4	MA+15 5	MA+30 6	MA+45/PD 7
1	50800	63800	65800	67800	69800
2	52800	65800	67800	69800	71800
3	57800	73800	75800	77800	79800
4	59800	75800	77800	79800	81800
5	61800	77800	79800	81800	83800
6		79800	81800	83800	85800
7		81800	83800	85800	87800
8		83800	85800	87800	89800
9		85800	87800	89800	91800
10		87800	89800	91800	93800
11		89800	91800	93800	95800
12		91800	93800	95800	97800
13		93800	95800	97800	99800
14		95800	97800	99800	101800
15		97800	99800	101800	103800
16		99800	101800	103800	105800
17		101800	103800	105800	107800
18		103800	105800	107800	109800
19		105800	107800	109800	111800
20		107800	109800	111800	113800
21		109800	111800	113800	115800
22		111800	113800	115800	117800
23		113800	115800	117800	119800
24		115800	117800	119800	121800
25		117800	119800	121800	123800
26		119800	121800	123800	125800

SALARY SCHEDULE "B"

	BA	MA	MA+15	MA+30	MA+45/PD
	1	4	5	6	7
1	50800	60800	62800	64800	66800
2	52800	62800	64800	66800	68800
3	54800	64800	66800	68800	70800
4	56800	66800	68800	70800	72800
5	58800	68800	70800	72800	74800
6		70800	72800	74800	76800
7		72800	74800	76800	78800
8		74800	76800	78800	80800
9		76800	78800	80800	82800
10		78800	80800	82800	84800
11		80800	82800	84800	86800
12		82800	84800	86800	88800
13		84800	86800	88800	90800
14		86800	88800	90800	92800
15		88800	90800	92800	94800
16		90800	92800	94800	96800
17		92800	94800	96800	98800
18		94800	96800	98800	100800
19		96800	98800	100800	102800
20		98800	100800	102800	104800
21		100800	102800	104800	106800
22		102800	104800	106800	108800
23		104800	106800	108800	110800
24		106800	108800	110800	112800
25		108800	110800	112800	114800
26		110800	112800	114800	116800

SALARY SCHEDULE "C"

Current	Pre-K	New Hire
	1	
1	42000	37000
2	47000	
3	52000	
4	57000	