

AGREEMENT

between

FAYETTEVILLE-MANLIUS
CENTRAL SCHOOL DISTRICT

and

FAYETTEVILLE-MANLIUS
TEACHERS ASSOCIATION

JULY 1, 2023 – JUNE 30, 2026

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AGREEMENT

Agreement by and between the Fayetteville-Manlius Central School District (District) and the Fayetteville-Manlius Teachers Association (Association), collectively; the Parties.

PREAMBLE

The Association and the Board of Education of this District reaffirm their commitment to quality education and equal opportunity for every child to reach their potential as a responsible citizen and member of the global community. To this end, the Association and the District agree on the following fundamental principles which guide our relationship:

- Use of the core values of the District as yardsticks against which to measure policy and practice;
- Belief in the power of collaboration to effect continuous improvement;
- Trusting that the open sharing of data will result in fair and effective solutions;
- Affirming the professionalism of teachers, who believe in the value of professional development and assume primary responsibility for the education of our children;
- Affirming the interests of the community in providing the resources needed to create an excellent education for its children.

It is the intent of the District and the Association that no part of this Agreement shall result in discrimination against a person because of age, color, religion, creed, disability, marital status, sexual orientation, gender, veteran status, national origin, race or Association activities.

ARTICLE I – DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2023, and continue in full force and effect through June 30, 2026, and shall thereafter continue in force and effect on a year-to-year basis unless either party by written notice to the other elects to renegotiate.

ARTICLE II – RECOGNITION

The District agrees that the Association is the exclusive bargaining agency for certified personnel employed by the District, excluding administration and per diem substitutes, but including all teachers, coordinators, counselors, school psychologists, occupational therapists, physical therapists, school nurses, and speech and language therapists ("Teachers"). The Association shall be entitled to unchallenged representation status for the term of this agreement.

ARTICLE III – DEFINITIONS

- A. Administration shall include all certified administrative-supervisory employees of the District, including the Superintendent, Assistant Superintendent for Personnel, Assistant Superintendent for Instruction, Assistant Superintendent for Special Services, School Building Principals and Assistant Principals, Assistant Superintendent of Business Services, Director of Physical Education and Interscholastic Athletics, Director of Counseling, and any other additional administrative-supervisory positions specified by the District.

- B. Board shall mean the Board of Education of the District.
- C. Superintendent shall mean the Superintendent of Schools.
- D. Full-time Employee shall be any Bargaining Unit Member on a continuing contract.
- E. School Year shall be the period July 1 through June 30.
- F. Academic Year shall be the period September 1 through June 30.
- G. Teaching Assistants and Teacher Aides shall be auxiliary personnel hired by the District.
- H. Bargaining Unit Member shall include certified personnel in the following titles: Teacher, Library Media Specialist, Special Education Teacher, School Counselor, School Psychologist and Special Area Teacher.
- I. Building Representatives shall be an individual elected by the Association to act in its behalf under this Agreement. There shall be Building Representatives elected from each of the following units (current list of Building Representatives is furnished by the Association):
 - Eagle Hill Middle School
 - Enders Road Elementary School
 - Fayetteville Elementary School
 - High School I
 - High School II
 - Mott Road Elementary School
 - Wellwood Middle School
 - Special Help Staff
 - Any new buildings added to the District
- J. Unstructured Time shall mean a Teacher's Lunch, Student Help and Planning Time which will be arranged by the Teacher except in case of emergency or other unusual situation with reasonable notification to the Teacher.
- K. Probationary Teacher shall mean a Teacher who has received a probationary appointment to fill a permanent vacancy or new position and will be eligible for tenure in accordance with the Education Law.
- L. Academic Overload shall mean a period assignment added to a Teacher's regular compensation assignment.
- M. General Teaching Assignment shall mean a Teacher's compensated assignment other Compensation Plan.
- N. Working Day shall mean any day a Bargaining Unit Member is scheduled to work.
- O. Mandatory Student Day shall mean the interval of time in a building for which student attendance is ordinarily required.

- P. Shared Teacher shall mean any teacher, as defined by the Recognition clause, who is assigned to more than one building.
- Q. Retirement, for the purpose of this agreement, is defined as application and approval for the immediate collection of pension benefits by the New York State Teachers' Retirement System or New York State Employees Retirement System.

ARTICLE IV – MANAGEMENT RIGHTS

- A. The Board is a state agency and has jurisdiction over the operation of school and management of buildings and school program, including, but not limited to, number of employees, assignment of students, purchases, assignment and distribution of supplies, materials, and equipment to be used in the schools and training and supervision of Teachers.
- B. The Board also has the right to direct Teachers, to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine Teacher qualifications, provided none of these functions of the Board shall be exercised so as to abrogate or nullify any specific provision of this contract or the laws of the State of New York.

ARTICLE V – ASSOCIATION RIGHTS

- A. **Use of School Facilities** – The Association shall have the right to use school buildings, after prior notification to and approval of the Building Principal, without cost, at reasonable times for meetings. Association meetings may be held in an available school building after pupil dismissal but shall not interfere with other assignments and meetings provided for herein. The Association shall notify each District Building Principal at least three (3) Working Days prior to each such scheduled meeting.
- B. **Use of School Mail** – The Association shall have the right to use all forms of school mail provided that items to be placed therein shall be labeled as coming from the Association.
- C. **Bulletin Boards** – The Association shall have the right to exclusive use of its bulletin board in the faculty room of each building.
- D. **Copies of Board Meetings, Agendas and Minutes** – A copy of the official agenda for regular Board of Education meetings when prepared will be mailed to the President of the Association and Building Representatives prior to each meeting of the Board of Education. A copy of the official Board minutes will be mailed to the aforementioned designees following Board approval of said minutes.
- E. **Change in Education Program** – In accordance with past practice, the Board, when it contemplates making a substantial change in the educational program of the District, will give advance notice of the same to the Association and the Association will be given an opportunity prior to implementation of the change to make comments and suggestions relating to such change.

- F. **Rules and Regulations** – Rules and regulations pertinent to the Bargaining Unit Members shall be made available to the Bargaining Unit Member when adopted by the District.
- G. **Association President Visit Time** – The Association President shall be allowed time to visit District Schools to investigate and attempt to resolve Bargaining Unit Member complaints or problems relating to this Agreement and to meet with the Superintendent in relation to such problems and in connection with other matters of mutual interest provided, however, that it is the specific intent of the parties that the use of Working Day release time under this section shall be confined to activities which will further the cooperative relationship which exists between the Association and the District and that such time shall not be used to conduct routine Association business, planning of negotiations or grievance strategy or for activities of a nature adverse to the District.

The release time allowed hereunder shall be equivalent to one-half (1/2) day of school for any day the District is in operation with students. If a newly-elected Association President is assigned to a classroom in grades K through Six, the President and Superintendent shall meet to determine an appropriate assignment for the President that would minimize the impact his or her Association duties would have on children.

- H. In accordance with past practice, the Association shall be notified by the District of the formation of district-wide committees other than purely administrative committees.
- I. On two (2) Mondays a month after school, Association Meetings take precedence over building, district, and in-service meetings.
- J. The District shall notify the Association on a monthly basis of the following actions relating to Bargaining Unit Members: Hiring, Transfer or Reassignment, Granting of Leave, Termination of Employment, such notice to include the address, step placement and previous experience of each newly hired Teacher.
- K. **Job Security**
 - 1. If the job of a Teacher who has completed seven (7) or more consecutive years as a Teacher in the employ of the District, is abolished by the District, said Teacher shall have up to two (2) years from the end of the semester in which the job is abolished to obtain certification in a new teaching area. Consecutive employment shall not be considered as interrupted when a Teacher is on a District-approved leave.
 - 2. If within the specified period, the Teacher has been certified in a new teaching area or, on expiration of the period has not completed the necessary courses required for certification and has applied for same but has not yet received it or at the time of expiration of said period is on the last semester course or courses necessary to attain certification, and a job in the new teacher area is vacant in the District at that time, the District shall notify such Teacher of the vacancy by certified mail, return receipt requested at the last address designated for that purpose by the Teacher.

3. The Teacher must notify the District of their interest in the available position and be available at the District Office for interview within ten (10) calendar days of posting of the notice.
4. If the Teacher complies with the notification of interest and availability provisions of subparagraph three (3) above, they shall be granted an interview for the position and be given due consideration for employment in such positions.
5. A teacher who is certifiable as set forth in two (2) above shall be eligible to accept a position if offered, only upon having become certifiable prior to the date of employment.

ARTICLE VI – PAYROLL DEDUCTION

- A. By the first payday in September, the Association shall provide the District with the amount of dues for full-time and part-time Bargaining Unit Member. Membership dues deduction shall follow the established schedule for all other payroll deductions. Such deduction shall continue for twenty (20) consecutive pay periods. The amount for the total dues deducted each pay period shall be transmitted to the Association by the District in accordance with current practice and shall be forwarded to the Treasurer of the Association at the location designated by it. For members continuing payroll deductions, a new payroll deduction authorization file shall not be necessary each year. The Association will provide the District with signed payroll deduction authorization file for all new employees who wish to join. This will be provided prior to any due's deduction commencing.
- B. No later than four (4) weeks prior to the second scheduled paycheck in October, the Association shall provide the District with a list of changes to the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.
- C. **NYSUT Benefit Trust**
 1. The District shall withhold and forward to the NYSUT Benefit Trust an amount authorized by a unit member. Such authorization shall be in writing to the District at least thirty (30) days before such deductions shall commence.
 2. The Association agrees to hold the District harmless against any and all claims resulting from actions taken by the District for the purpose of complying with this provision, except a claim that arises from an act of negligence by the District.
 3. The Association further agrees that should the NYSUT Benefit Trust expand its benefits package by offering health or dental insurance, the District is released from its obligation to collect and transmit monies for these two (2) programs, but will continue to collect and transmit monies for the other Benefit Trust programs.

ARTICLE VII – NEGOTIATIONS PROCEDURE

- A. The first negotiations between the District and the Association shall be held no later than November 30 of the applicable year.
- B. Negotiations meetings shall be jointly agreed upon by the District and the Association as to time and place. No meetings shall extend beyond two (2) hours unless agreed to jointly. The parties will tentatively agree to a meeting schedule at the first negotiation session.
- C. Information pertinent to the negotiations shall be exchanged upon the request of either of the parties.
- D. At the second negotiation session, the District and the Association will exchange written proposals of times to be negotiated. A proposal relating to an existing Article shall bear that Article's number and designation. New provision proposals shall be given an Article designation and shall be separate from proposed amendments to the existing contract.
- E. Neither party is prohibited from proposing contract changes that may relate to a matter being grieved as long as the time constraints in this Article are followed (see A and D).
- F. The cost of printing this contract shall be shared equally by the Association and the District.
- G. Upon mutual agreement, these procedures may change.

ARTICLE VIII – GRIEVANCE PROCEDURE

A. Purpose and Definition

The Association assumes the responsibility for maintaining the highest of professional standards. The District recognizes that in the interest of effective personnel relations, a procedure is necessary whereby its Professional Staff can be assured of a prompt, impartial and fair hearing on their Grievances. Its purpose is to provide an orderly method of settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such procedures shall be available to all members of the Professional Staff and no reprisal of any kind shall be taken against any Staff member initiating or participating in the Grievance Procedure.

B. Provisions

- 1. A Grievant shall be a Bargaining Unit Member or the Association (as in B.2. below) having a Grievance under this Agreement.
- 2. The Association shall have the right to join a Bargaining Unit Member in the initiation of the Grievance arising out of a District breach of this Agreement. If a Grievance affects a group (three (3) or more) of Bargaining Unit Members, it may be submitted by the Association.
- 3. There shall be two (2) phases of the Grievance Procedure designated below as First Phase and Second Phase.

4. The number of days indicated at each level shall be Working Days and will be considered as a maximum; provided, however, that where the end of the Academic Year occurs prior to the end of any period prescribed herein, Weekday (Monday - Friday) shall replace Working Day. It is the specific intent of the parties that there is no lapse in time limitations for processing a Grievance during the months of July and August.
5. A Grievance shall be waived if not presented in writing within ten (10) days after the Grievant knew or should have known of the act or conditions on which the Grievance is based.
6. In the event a Grievance is filed on or after May 15, the parties shall use their best efforts to complete processing thereof prior to the end of the School Year.
7. If the Administration or any designated Representative of the District fails, at any level, to hold a conference or give an answer within the time limit specified, the Grievant or the Association through its Grievance Committee at his or its election may advance to the next level in the Procedure.
8. Nothing in the Procedure shall prevent the Grievant on their own volition from withdrawing a Grievance at any level of the Procedure.
9. The Grievant and a District Representative shall each initial and date a log kept by each on an appropriate form indicating dates of completion of the various steps of the Grievance Procedure.
10. The Superintendent shall be responsible for accumulating and maintaining an Office Grievance Record which shall consist of the written Grievance, all exhibits and communications exclusive of the First Phase of the Procedure. A copy of such record shall be sent to the Association's designee.
11. The official Grievance Record shall be filed separately from the personnel file of the participant.

C. **Procedures**

1. **First Phase** - Within ten (10) days of the alleged Grievance, the Grievant shall state in writing and discuss the Grievance with their immediate Supervisor, specifying that the discussion constitutes a Grievance under this Article. If the Grievant desires, an Association Representative may be present. If a Grievance originates with the Association pursuant to B.2. of this Article, the Building Principal of the school in which the Grievance originates shall be considered as the Immediate Supervisor with whom the Association is to discuss the Grievance.
2. **Second Phase** - Any Grievance which is taken to the Second Phase hereunder must be in writing and signed by the Grievant, shall state the date and nature of the incident giving rise

to the Grievance, and the reason why such incident constitutes a breach of the Agreement, together with the desired remedy. Prior to delivery of the Grievance to a Representative of the District as set forth below, an authorized Representative of the Association's Grievance Committee must have reviewed the Grievance and indicated on it that it has been reviewed by dating and signing it. Where more than one Grievance arises from any one incident, each Grievant shall sign one Grievance only so that all may be processed together.

For purposes of this Article, the expression of time in days shall mean Working Days.

- a. **Level One** – if the Grievance is not settled at the First Phase the Grievant may, within ten (10) days after the completion of the First Phase, or ten (10) days after the event over which the Grievance originates, whichever is later, file a formal written Grievance with the Superintendent with a copy to the President of the Board.
 - (i) The Superintendent or designee shall either discuss the matter with the Grievant (and with the Association's Representative if requested by the Grievant), or, by written notice to the Grievant to that effect, elect not to hold a hearing. Such notice shall constitute a denial of the Grievance for the purpose of proceeding to the next Level. The decision shall be given within ten (10) days of the receipt of the written Grievance.
 - (ii) If the discussion is held, the Superintendent/designee shall give a written response to the Grievant with a copy to the Association within five (5) days after the close of the discussion.

- b. **Level Two** – If the Grievance is not settled at Level One, the Grievant may further appeal through the Association by:
 - (i) Giving written notice thereof to the Superintendent within five (5) days after receipt of the written answer at Level One;
 - (ii) The parties shall meet within ten (10) days to begin the selection of an impartial arbitrator; if unable to agree on selection within ten (10) days of such meeting, selection shall be accomplished under the rules of the American Arbitration Association;
 - (iii) Submit the Grievance, along with the complete Official Record, to the arbitrator for action.

D. Provisions for Arbitration

1. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.
2. The fee for the services of the Arbitrator and expenses of the arbitration shall be borne equally by the Association and the District.
3. The Arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provisions of this Agreement. Any monetary remedy for a Grievant shall not

include any time period earlier than ten (10) working days before the date that the Grievance was filed.

4. The decision of the Arbitrator shall be final and binding on both parties.

ARTICLE IX – TEACHER RECRUITMENT

- A. The objective of Teacher Recruitment is to attract Teachers of the highest quality from varied social/educational backgrounds and experiences.
- B. Teachers should observe and evaluate student teachers assigned to them and make appropriate recommendations to the Administration.

ARTICLE X – WORK YEAR, WORKDAYS, SCHOOL CALENDAR

- A. The Work Year shall contain no more than one hundred eighty-six (186) workdays. Two (2) of these days shall be consecutive, non-student days within the week before Labor Day. The District shall consult with the Association in preparation of the School Calendar. The first day shall be designated as a District professional development day. The second day shall be designated as a building day to include one-half (1/2) day of activities determined by the building principal and one-half (1/2) day of teacher-initiated collaboration.
- B. The School Calendar shall be formulated at least four (4) months in advance of the implementation.
- C. The School Calendar shall be modified by the District after consulting the Association when it is necessary to make up for any emergency closings either on a district-wide or building level basis.
- D. If the minimum instructional requirements of the Commissioner’s regulations and/or any other applicable law, rule or regulation are met, the District may designate up to three (3) early release days during the last week of June. The District will provide notice to teachers as to whether or not any days shall be designated as such days in advance of the final week of June.
- E. Employees appointed to the position of School Nurse shall be considered the lead medical faculty member of their assigned building. As such, a reasonable number of duties such as administering sports physicals, assisting the building principal after hours when issues of student/staff health and safety arise as well as other professional duties shared by other FMTA members (including, but not limited to, being present at evening events such as curriculum nights and open houses, as per Article XI.3 of the contract) will be expectations of the position.

ARTICLE XI – BARGAINING UNIT MEMBER LOAD AND DAY

- A. **Length of Bargaining unit Member Day** – The Bargaining Unit Member School Day shall consist of seven and one half (7.5) consecutive hours, thirty (30) minutes of which shall be a duty-free lunch period. A half (0.5) Bargaining Unit Member School Day shall be three and three quarters (3.75) hours measured from Commencement of the Bargaining Unit Member Day provided that the Bargaining Unit Member shall complete the period to which assigned when the three and three quarters (3.75) hour point has been reached.

B. Exceptions

1. Bargaining Unit Members may, at their own volition, work for additional time with students beyond the length of the Bargaining Unit Member School Day.
2. In all buildings, meetings with the professional staff which extend beyond the end of the Bargaining Unit Member School Day may be scheduled by the Building Administrator not in excess of twenty (20) times per year per Bargaining Unit Member. Said meeting normally shall not exceed one (1) hour beyond the length of the Bargaining Unit Member School Day. Special Committee meetings held in accordance with current practice shall not be considered “meetings with the professional staff” in applying this subparagraph.
3. Evening meetings are the professional responsibility of all Bargaining Unit Member. On days when Bargaining Unit Members are required to attend open houses, parent nights, curriculum nights, or team meetings designated by the Building Principal, Bargaining Unit Members may leave at the end of the mandatory student day.
4. Bargaining Unit Members shall have release time to be used for in-service training programs, reporting, parent conferencing, and other required staff duties. Such release time is to be scheduled by the Superintendent, provided that there shall not be less than the equivalent of five (5) such days during each work year. This time may be scheduled so that a combination of these activities may occur on the same day. Additional release time for parent conferencing may be scheduled by the Superintendent. Within the five and one half (5.5) days before students arrive in September and the one half (0.5) day at the end of the first semester shall be meeting-free with work responsibilities determined by individual teachers.

C. Lunch –Bargaining Unit Members shall be scheduled to have lunch between 10:30 AM and 1:30 PM whenever possible.

D. Non-Teaching Duties (Not applicable to School Nurses, OTs and PTs) – Non-teaching duties throughout the District shall be assigned equitably among all Teachers in this District, giving due consideration to classroom teaching load. Where feasible, assignments will be rotated. Non-teaching duties shall be assigned to part-time Teachers, prorated on the portion of time for which they are contracted. K-4 teachers are exempt from non-teaching duties.

E. Teaching Load: Grades Kindergarten - Six (Not applicable to School Nurses, OTs and PTs)

1. It is the common goal of the District and the Association to make a reasonable effort to maintain class size at or below the maximum identified size below:
For Grades K - 2..... 23 pupils
For Grades 3 - 6..... 25 pupils
2. The number of classroom instruction hours per day shall not exceed five (5) hours. Each K-6 Teacher shall be provided not less than thirty (30) minutes duty-free lunch period for preparation purposes within the mandatory student day.

3. During the period beyond the mandatory school day, from 2:50 PM to 3:30 PM, Fifth and Sixth grade teachers shall offer extra help or other enriching activities four days each week, unless meetings or other building or District demands intervene. One (1) day each week this period shall be reserved for professional collaboration, with no student supervision requirement. Teachers will develop and submit their schedule for the period beyond the mandatory school day to the building principal prior to the start of each semester for revision and final approval.

F. Teaching Load: Grades 7 and 8 (Not applicable to School Nurses, OTs and PTs)

1. Seventh and Eighth Grade Teachers' school day shall be comprised of not more than six and one half (6.5) hours of structured time, which shall include five (5) or six (6) classes plus team meeting and one or more duties, which may include the following: homeroom, recess supervision, hall supervision, study hall, math and English labs, and learning support.
2. Except as set forth in paragraphs 3 (physical education) and 4 (general music) below, the class load for Middle School Teachers shall be held at the normal unit size of one hundred twenty-five (125) students per day. In no event shall the maximum load for such a Teacher exceed seven hundred fifty (750) students per week.
3. Within the limitation of the Master Schedule, which is the responsibility of the Building Administrator, the Department of Physical Education working with the Principal in each Middle School building may have the option of selecting from the following methods or scheduling loads:
 - a. A maximum of forty (40) students per class, with a maximum total load per week of one thousand (1,000), or
 - b. A maximum of thirty-five (35) students per class, with a maximum total load per week of one thousand fifty (1,050).
4. General Music classes shall not normally exceed thirty (30) students per period or one thousand (1,000) per week.
5. The following provisions pertain to seventh and eighth grade English and math labs:
 - a. A lab is considered an extension of a teacher's basic instructional assignment.
 - b. The teacher will have only their students.
 - c. While the Association and District recognize that the optimal number of students for a lab is five (5), the number may exceed eight (8) only at the discretion of the lab teacher.
 - d. Evaluation of student performance will not be required. Evaluation of student performance is associated with the student's class. The lab is an extension of the class.

- e. While the Association and the District agree that preference for study hall supervision is a teacher or teaching assistant, a teacher aide may be assigned to supervise the study hall at the discretion of the District. This provision is applicable specifically for seventh and eighth grade English labs. It is not meant to serve as a precedent nor a restriction upon either the Association or the District.
6. The number of different preparations by Teachers shall continue in accordance with current practice.
7. During the period beyond the mandatory school day, from 2:50 PM to 3:30 PM, teachers shall offer extra help or other enriching activities four days each week, unless meetings or other building or District demands intervene. One (1) day each week this period shall be reserved for professional collaboration, with no student supervision requirement. Teachers will develop and submit their schedule for the period beyond the mandatory school day to the building principal prior to the start of each semester for revision and final approval.

G. Teaching Load: Grades 9 -12 (Not applicable to School Nurses, OTs and PTs)

1. Each High School Teacher's daily academic load shall include six (6) periods of class, curriculum responsibility, study hall and noon or attendance duty plus homeroom/ attendance period.
2. In addition to academic load, High School Teachers will have five (5) Responsibility Periods per week. Responsibility Periods shall be planned by the affected team or department and is subject to final approval of the Building Administrator.
3. Except as set forth in paragraph 4 below, the class load for High School Teachers shall be held at an average size of one hundred twenty-five (125) students per day. In no event shall the maximum load for such a Teacher exceed seven hundred fifty (750) students per week.
4. Within the limitations of the Master Schedule, which is the responsibility of the Building Administrator, the Department of Physical Education, working with the Principal in each High School building, has the following options for scheduling the maximum student load:
 - a. 40 (forty) students per class or 1,000 (one thousand) students per week, or
 - b. 35 (thirty-five) students per class or 1,050 (one thousand-fifty) students per week.
5. The number of different preparations by Teachers shall continue in accordance with current practice.
6. Variations in the above formulas may be made by mutual agreement of a department or team and the Building Principal, with due consideration given to the type of program, the intended capacity of the facilities and safety requirements.

- H. When the District, due to experimental education programs approved by the Board, facility, or budget considerations, finds it necessary to deviate from the provisions set forth in Sections E, F, or G of this Article, it shall give advance notice thereof to the Association and to the Building President involved; and the Building Faculty and the Association President prior to implementation shall be given the opportunity to make comments and suggestions to the District relating to such deviation. Such comments and suggestions shall be communicated to the Board.
- I. By January 31, each Elementary and Middle School Principal will meet jointly with the Building Committee and Pupil Personnel Services Committees to discuss placement of students.

ARTICLE XII – TEACHER ASSIGNMENT, TRANSFER, PROMOTION

- A. Teachers who are regularly assigned to teach in more than one building shall be paid for inter-school travel in accordance with the rate allowable with the Internal Revenue Service.
- B. **Salary and Assignment Notices**
 - 1. The District shall issue written notice of a Teacher's tentative general teaching assignment within five (5) business days of the adoption of the Budget, unless both parties agree in a given year to change the date. The District will issue a Salary and Assignment Notice on or prior to June 15, except where negotiations relating to compensation for the following School Year are not as yet completed, in which case said Notice shall contain information as to assignment only. Each Teacher shall return a copy of the Salary Notice and Assignment Notice, properly signed, within fifteen (15) working days after issuance by the District.
 - 2. Where a change in said Agreement is made after issuance of the Salary and Assignment Notice, the Bargaining Unit Member shall be notified within twenty-four (24) hours of the time when the District has determined the change to be necessary.
- C. **Area of Assignment and Seniority** – All assignments and seniority placement will be conducted in accordance with the Commissioner's Regulations and Education Law. The District will construct and continually revise a seniority list which will be provided twice a year to the Association President for review.
- D. **Teacher Request for Reassignment**
 - 1. A Teacher who desires a change in General Teaching Assignment which requires a transfer or part-time assignment may during the school year file a written request for such assignment (to occur during the next school year) with the Assistant Superintendent for Personnel. A record of such requests shall be kept until the time at which such requests have been granted by the District or rescinded by the employee
 - 2. When a permanent vacancy occurs a Teacher who has previously filed a request for such a reassignment must immediately, after being notified by the District, reaffirm their desire for the reassignment to the district personnel office. If they do, they shall be given an interview. After the interview, the district will respond to the request within ten (10) business days.

E. New Positions and Vacancies

1. When a permanent full-time vacancy is identified the District shall develop an internal posting for all teaching faculty to review. Permanent vacancy shall be defined as any position which is newly created and/or which is, pursuant to New York State Education Law, otherwise unencumbered. Such notice, containing a description of, and qualifications for such position shall be sent to the building representatives for distribution. This will occur only after internal building assignments have been made, as per past practice.
2. A Teacher who is currently assigned in the tenure area identified within the posting and desires such position must apply in writing within ten (10) calendar days of the posting date as indicated on the notice. If they does so apply, they shall be granted an interview.
3. If an opportunity for such a new position occurs during the summer months FMTA Officers and Building Representatives-will be notified; FMTA will distribute the posting to the membership.

F. Qualifications for Assignment – Appointment and assignments to any and all vacancies and opening shall be based upon qualifications, experience and training, and they shall be made without regard to age, race, color, creed, religion, marital status, nationality, ancestry, sexual orientation, disability, gender, or veteran status.

G. Probationary Service of Transferred Teachers – The transfer or reassignment of any tenured Teacher to a position outside of their existing tenure area shall require a probationary period in such new tenure area as required by law.

H. Involuntary Transfers

1. Involuntary transfers may be needed for many different reasons including, but not limited to, changes in student population, section increases or decreases, specific talents of individual teachers, balancing experience levels of teams or departments, continued professional growth of our faculty, etc.
2. When involuntary transfers are necessary, a Teacher shall not be assigned to a position outside their tenure area.
3. Notice of proposed involuntary transfers shall be given by the District to the Teacher involved promptly upon knowledge of such transfers.
4. An involuntary transfer shall be made only after a meeting between the Teacher involved and the Building Principal at which time the Teacher shall be notified in writing of the reasons for the transfer. If after such meeting the Teacher does not agree to the transfer, said Teacher may elect by written notice to the Superintendent to have a meeting with the Superintendent or their designee and the Building Principal directly involved for the purpose of having a full discussion of the matter. The final decision for such transfer is the responsibility of the Administration which shall give due consideration to District experience and other pertinent factors.

5. Notification of an involuntary transfer shall be given to the Teacher by May 14, if feasible, but no later than August 1, except in case of emergency.

ARTICLE XIII – MENTORING PROGRAM

The District's mentoring program will operate in accordance with the following procedure:

- A. Mentors will be paid at the current curriculum development rate (Article XVII Section D) for hours spent in summer mentor training.
- B. Subsequent District meetings regarding the mentoring program will be held during the workday with release time provided to the teachers involved.
- C. Mentors and mentees will be given one (1) workday or its equivalent to pursue additional activities related to mentoring, beyond ongoing mentoring activities.
- D. Mentors will be tenured teachers.
- E. Mentees may be mentored for more than one (1) year.

ARTICLE XIV – EVALUATION

- A. The District and the Association have negotiated an Annual Professional Performance Review plan that meets all of the requirements of New York State regulation 3012-d. The plan was approved by the New York State Education Department and applies to all association members who serve as the “teacher of record” for a group of students.

For those association members who do not fall under 3012-d requirements, the previously approved evaluation forms will be utilized.

The District will make every attempt to ensure that a Teacher’s first evaluation is completed by the end of November and a second evaluation is completed by the end of March.

- B. **Corrective Action and Dismissal** – Corrective actions, such as counseling letters and teacher improvement plans, are not considered discipline under New York State Education Law and are support systems to help a teacher who shows a pattern of concern(s) in a particular area. The desired outcome of these corrective actions is to avoid the need for disciplinary measures.

A tenured Teacher shall not be disciplined except for just cause. If a Teacher is considered by the Administration to be performing their teaching duties in an unsatisfactory manner to the point where discipline may need to be taken, the Administration should, prior to taking any action meet with and inform the Teacher of the nature of the dissatisfaction and the proposed discipline. When disciplinary measures are being considered, the teacher has the right to have a representative from the association present at the meeting. Tenured teachers have the right to a 3020-a hearing before any disciplinary actions are taken. The Teacher may elect to have an Association Representative present at such meeting.

Probationary Teachers:

The dismissal of a Probationary Teacher shall be in accordance with provisions of Section 3031 of the Education Law; provided, however, that if a Probationary Teacher has completed not less than two (2) years of service in the District and has requested and received the written statement containing reasons for recommendation that tenure not be granted or that services be discontinued, said Teacher may, within seven (7) days of receipt of such notification, request a meeting with the Superintendent or their designee on the matter by giving written notice to that effect addressed to the person who sent him/her the notice. The requested meeting shall be held within seven (7) days of the receipt of the request, and if the Teacher so requests, a meeting. After the parties have expressed themselves at the meeting, the Board of Education shall make the final decision as to dismissal.

C. Teacher's Personnel File

1. There shall only be one (1) personnel file on each Teacher which is to be kept in the Building Principal's office. A Teacher shall have the right to review the contents of this file with the Building Principal or their designee or with the Assistant Superintendent for Personnel within one (1) week of a written request thereof. Personnel files shall be kept reasonably up to date by the Administration and the Teacher.
2. A Teacher will be notified in writing of any entry into their personnel file. When an entry is reported to a Teacher, they may take written exception to it, and such exception shall become part of the file.
3. Upon termination of employment in the District, upon request from the Teacher, a copy of their personnel file shall be delivered to him/her.
4. A Teacher or the Association, with the Teacher's written permission, shall be allowed to reproduce any materials in their personnel file.

ARTICLE XV – SUBSTITUTE TEACHERS

To the extent possible, the District will obtain certified substitute teachers as necessary to continue the educational program.

ARTICLE XVI – STANDING COMMITTEE

- A. A committee to be known as the Building Committee shall be elected by each Building Faculty at the first Faculty Meeting of the fall semester.
- B. This committee shall meet with the Building Principal on a quarterly basis (or at other times by mutual agreement) to discuss positive, innovative, corrective measures or possible changes to improve the building program.

ARTICLE XVII – CURRICULUM DEVELOPMENT

A formal program for Curriculum Development shall exist in accordance with the following:

- A. **Purpose** – Work performed hereunder by eligible participants shall be designed to improve and develop curriculum for use by the District.
- B. **Eligibility** – Any Bargaining Unit Member or group of Bargaining Unit Members (department, team, grade level, etc.) interested in developing and writing curriculum for the District use shall be eligible to participate in accordance with the rules and procedures set forth herein.
- C. **Procedure**
1. The District has the authority to determine criteria for the proposals. If the Association wishes to submit its priorities for curriculum work or recommendations for criteria, it should do so by April 30.
 2. Proposals for participation in curriculum development work must address stated criteria and be submitted to the Assistant Superintendent for Instruction by designated date (no later than May 31).
 3. The Assistant Superintendent for Instruction shall review proposals with Building Principals and with team leaders, as appropriate.
 4. Proposals may be submitted throughout the year as the need arises.
 5. Final approval or disapproval of any project shall rest solely in the discretion of the Superintendent or their designee. Approved and disapproved curriculum development work proposals shall be made available to the FMTA president and approved proposals will be shared with District Curriculum Council.
 6. Upon completion of the curriculum work, the finished product shall be submitted to the District by the Bargaining Unit Member(s) involved and shall become the property of the District.
- D. **Compensation**
1. Teachers performing Curriculum Development Project work shall be paid:

Year:	2023-24	2024-25	2025-26
Hourly Rate:	\$36.88	\$38.45	\$40.08

2. The District shall make available annually, for projects approved under this Article, the sum of Eighty-five thousand dollars (\$85,000.00) in the years 2023-26. It is not to be considered that there is a mandatory expenditure by the District of these amounts each year; or, if funds are available and approved curriculum work are deemed necessary, shall the amounts be considered as maximums.

ARTICLE XVIII – ADDITIONAL CREDIT HOURS

Additional Credit Hours are those courses which are taken for the express purpose of strengthening a Bargaining Unit Member’s skills in methodology, content or professional growth in their specific teaching assignment, or, at the District's discretion, to become certificated in another certification area.

A. Definitions

1. College Courses are courses taught by college instructors for which full college credit is granted and for which tuition is charged. Four (4) general types of "courses" are considered herein:
 - a. **Standard Courses** are those conducted in a classroom and completed on a semester basis. Typically these will be graduate courses. Undergraduate courses may be taken, however, provided a comparable graduate level course is not available and the course would be otherwise approvable.
 - b. **Master Thesis Courses** are those requiring most of the work to be done in the form of thesis writing outside the classroom. The college gives credit ranging from three (3) to six (6) credit hours upon successful completion. Such courses are usually completed in a semester, but sometimes require two (2) semesters.
 - c. **Doctoral Dissertation Courses** are those which require most of the work to be done in the form of thesis writing outside the classroom. The college gives credit ranging from twelve (12) to eighteen (18) credit hours upon successful completion. Such courses are completed over a relatively long period ranging from one (1) to seven (7) years. For approved Doctoral Dissertation Courses, reimbursement shall be based on a credit allowance of two-thirds (2/3) of full college credit with a maximum allowance of twelve (12) hours in accordance with the following examples:

College Credit	Reimbursement
12 credit hours	8 credit hours
15 credit hours	10 credit hours
18 credit hours	12 credit hours
 - d. **Independent Study Courses** are online courses or other courses taught by college instructors which meet in other than a typical classroom setting. The amount of time expended, the nature of the requirements and the anticipated outcome must be similar to those of standard college courses.
2. **In-Service Courses** are courses either directly sponsored by the District or offered by other approved districts or agencies and approved for in-service credit by the District. In-service courses are conducted at no charge to the Bargaining Unit Member Credit hours for in-service course time is granted as set forth below.

Time	Credit Hours
1 hour	0.0625
2 hours	0.125
4 hours	0.25
8 hours	0.50
16 hours	1.00

3. **Prior Approval Request Form** – The District will provide a Prior Approval Request Form that Bargaining Unit Member will file electronically to receive approval for college or in-service credit.

B. Approval

1. Courses Other than Doctoral Dissertations

- a. Approval of each Additional Credit Hour Course shall be at discretion of the Superintendent or their designee after application from the Bargaining Unit Member. All courses for Additional Credit Hours must adhere to guidelines set forth by the district. The application shall be submitted prior to registration for such course.
- b. The Superintendent or their designee shall respond electronically to the Bargaining Unit Member indicating approval or disapproval. In the event of disapproval, the reason therefor shall be set forth concisely. Where the application is disapproved, the disapproved application shall be made available to the Association's designee.
- c. A Bargaining Unit Member whose application is disapproved may request a hearing by an Approval Committee provided said request is in writing and endorsed by the Association. The Approval Committee shall have three (3) members comprised of the Superintendent, one member chosen by the Association, and one (1) chosen by the District.
- d. Following a meeting on the matter, the Committee by a majority vote shall render its decision, which shall be final as to whether the subject course(s) applied for is/are qualified as to strengthening the Bargaining Unit Member's skills in methodology, content or professional growth in said Teacher's specific assignment.
- e. The maximum total number of Additional Credit Hours which may be taken each year (July 1- June 30) shall be fifteen (15) credits. Within this total there shall be a maximum of twelve (12) graduate course credits.
- f. The maximum number of NYSUT courses (or similarly formatted and sponsored by an accredited college or university and bearing three (3) graduate credits) is three (3) per year (July 1 - June 30). Courses bearing fewer credits may be taken within the equivalent limit. Such courses, when taken for in-service credit rather than graduate credit, are subject to the same limits.

- g. Not more than one (1) three (3) credit hour course (or four (4) credit hour, if it is a lab course or otherwise approved) may be taken concurrently during the Academic Year.
- h. A full program of courses to earn a first master's degree may be submitted to the Superintendent or their designee for approval during the term of the Agreement.
- i. A course taken by a Bargaining Unit Member at the Bargaining Unit Member's expense shall not qualify for horizontal column movement on the Salary Schedule; provided, however, that where a Bargaining Unit Member has applied to take and be reimbursed for a College Course, and said Course would have received approval under this section, except for the fact that the annual limit of District reimbursement provided for in section C below has already been allocated; then and in that event only, the Bargaining Unit Member whose application has been disapproved for this reason may elect, by written notice to the District to that effect, to reapply for approval of the same course to be taken at the Bargaining Unit Member's expense. Approval by the District shall be obtained prior to the commencement of such a course.

2. **Doctoral Dissertations**

Because of the long time period for completion of these courses, no prior approval will be given for courses commenced during the term of this Agreement. Instead, applications for approval and reimbursement shall be made only after completion of the dissertation and shall be accompanied by an appropriate Certificate of Successful Completion and must be submitted within one (1) year after successful completion. The provisions of the then current Collective Bargaining Agreement between parties shall govern as to whether reimbursement is then available, and if so, the method of application, criteria for reimbursement, rate and method of reimbursement and any annual limitation as to amount of total reimbursement.

C. **Reimbursement**

- 1. Upon successful completion of an approved college course, the Bargaining Unit Member shall be reimbursed by the District for the actual cost to him/her of the course's tuition. College and university fees are not reimbursable. Tuition vouchers issued to a Bargaining Unit Member shall be used to reduce the cost of tuition.
- 2. The maximum reimbursement per course is two thousand dollars (\$2,000.00).
- 3. To receive reimbursement, the Bargaining Unit Member shall submit to the District a claim form with proper receipts and course completion paperwork attached.
- 4. Total reimbursement by the District for additional Credit Hours shall not exceed the annual sum of two hundred thousand dollars (\$200,000.00).

ARTICLE XIX – CONFERENCES AND MEETINGS

Advancement of Profession – Teachers who are elected delegates or alternates shall be permitted to attend meetings as set forth below:

- A. Annual Meeting of the State Organization (NYSUT), each of four (4) delegates may attend up to three (3) days.
- B. New York State Teachers Retirement Board, each of two (2) delegates may attend up to two (2) days.
- C. Annual Meeting of the National Organization.

These meetings are presently held during summer vacation. If, during the term of this Agreement, the schedule is changed so that such meetings are held during the Academic Year, the attendance permitted to Teacher delegates shall be mutually agreed to by the District and the Association.

ARTICLE XX – TEACHER IMPROVEMENT

A Teacher improvement plan is a plan which addresses the performance of Teachers whose performance is determined by the District to be in need of improvement. The Superintendent or their designee in consultation with the teacher shall develop such a plan. The teacher may be required to participate in the plan for up to thirty (30) hours per year outside of the regular workday.

ARTICLE XXI – SALARY

- A. The salary schedules included in this Agreement are intended to represent the salary increases for Bargaining Unit Members within the salary schedule. For Bargaining Unit Members off the salary schedule base salaries will increase by 4.25% in each of the 2023-2024; 2024-2025; and 2025-2026 school years.
- B. The District shall have the right to hire a newly employed Teacher and/or bargaining unit member at a salary in excess of the otherwise applicable rate set forth in the applicable Salary Schedule. The District shall use this right to accomplish the addition to its teacher staff of exceptionally qualified Teachers and shall submit to the Association a list of Teachers so hired by October 1. Any credit for salary placement under this paragraph shall not be considered as service to the District to qualify for any benefit in this Agreement requiring years of service in the District.
- C. **Pay Day Schedule**
 - 1. A bi-weekly schedule will then be established for the remainder of the school year. When a payday so scheduled occurs more than three (3) days into vacation period, checks will be mailed to the Teachers not later than the scheduled payday, if prior arrangements have been made with the payroll department. If a Teacher desires a paycheck mailed to other than their home address, a stamped self-addressed envelope must be left with the payroll department prior to the scheduled mailing.
 - 2. A Teacher may elect to have their bi-weekly pay spread over twenty-seven (27) periods. The last six (6) such payments shall be paid on the last scheduled payday in June.

- a. The Teacher desiring this twenty-seven (27) period pay agreement and who is currently employed by the District, must so advise the District in writing on or before July 1. Where a Teacher has selected the twenty-seven (27) period pay arrangement, such arrangement shall continue from year to year until such time as they notifies the District in writing of their wish to terminate it. After such request, termination shall be effective only after the end of the school year in which notice is given.
- b. A Teacher employed anytime after July 1 of the contract year must make this choice of pay periods prior to commencing work.

D. Teachers and National Service

Service in the armed forces, Peace Corps, and Volunteers in Service to America (VISTA) represents a contribution to the nation. A Teacher who has served in any of these groups, and who at the time of commencement of such service was eligible for employment as a Teacher in the District, shall receive credit for each year of such service up to two (2) years for the purpose of salary step placement.

E. Salary Schedule

See SCHEDULE A for Bargaining Unit Member Salary Schedules.

F. Additional Degrees & Longevity

	2023-24	2024-2025	2025-2026
1st Masters	\$2,200.00	\$2,300.00	\$2,400.00
2nd Masters	\$1,850.00	\$1,950.00	\$2,050.00
3rd Masters and up	\$1,450.00	\$1,450.00	\$1,450.00
CAS	\$1,300.00	\$1,300.00	\$1,300.00
Doctorate	\$2,200.00	\$2,300.00	\$2,400.00
National Board Certification	\$2,200.00	\$2,300.00	\$2,400.00
Year 15* Longevity	N/A	\$ 500.00	\$ 500.00
Year 20* Longevity	N/A	\$1000.00	\$1000.00
Year 25* Longevity	N/A	\$1500.00	\$1500.00
Year 30* Longevity	N/A	\$2000.00	\$2000.00

Note: Nurse Practitioner is equivalent to 1st Master's Stipend

* Beginning in the 2024-25 school year, an annual longevity payment continuous, and, in the amounts indicated above, will begin in the beginning of the year following the applicable service benchmark year, based upon the bargaining unit member's cumulative years of service to the District. (Example: A bargaining unit member beginning their 31st year of service at the commencement of the 2024-2025 school year would receive as part

of their total annual compensation a total of two thousand dollars (\$2,000.00) in longevities.) This amount is not included in base and does not increase annually based on the wage percentage increases.

G. Curriculum Development

Year:	2023-2024	2024-2025	2025-2026
Hourly Rate:	\$36.88	\$38.45	\$40.08

H. Work Beyond the Work Year – Except for Summer School Instruction (for which an hourly rate is paid), bargaining unit members will be paid for work beyond the Work Year on the per diem basis of 1/200 of regular salary. The Work Year is defined in Article X.

I. Summer School –Bargaining unit members appointed by the District to teach in the District's summer school program will be compensated in the amount of two thousand two hundred ninety-nine dollars (\$2,299.00) for the required thirty-two (32) days, per ninety (90) minute class, including all preparation and all proctoring and scoring responsibilities required for summer school final exams. While the District is not obligated to the employees, certified District bargaining unit members are given first consideration for the summer school positions. Sick Leave allotment for summer school will be three (3) days, non-cumulative.

J. Subject Area Coordinator's Schedule – Coordinators shall receive a salary based on their proper placement on the Basic Salary Schedule plus ten percent (10%) for duties performed during the academic year.

K. Counselors – Counselors are expected to work during the student summer vacation period. A schedule of summer workdays for Counselors will be provided by the District by May 1 of each year.

L. High School Instructional Specialist and Middle School Department Leader – Job descriptions for these positions will be developed by the District. The District will notify the Association by May 1 each year of the departments for which it intends to employ Instructional Specialists or Department Leaders for the following school year. Compensation and released time for these positions shall be allocated as follows:

1. **Middle School Department Leader** –Thirteen hundred dollars (\$1,300.00) per Department leader. No released time.
2. **High School Instructional Specialist** – Each Instructional Specialist shall be compensated at the rate of one hundred eighty dollars (\$180.00) for each Teacher in their department, but in no case less than one thousand two hundred dollars (\$1,200.00). In addition, the following schedule of released time will occur:

In order to be assigned an instructional specialist, a department must have three (3) or more full-time high school faculty members. Departments with fewer than three (3) members will be combined.

- 1-7Teachers in department, no released time
- 8-12Teachers in department, one (1) released class
- 13 and moreTeachers in department, two (2) released periods;
(one (1) class and one (1) duty or two (2) classes)

- M. **Additional Certification** – Teachers required to complete credit hours for the purpose of becoming certificated in another certification area shall receive curriculum development pay for the necessary classroom hours.
- N. **Additional Credit Hours beyond Column 7** will increase salary by three hundred dollars (\$300.00) per three (3) credit hours up to a maximum of six (6) credit hours or six hundred dollars (\$600.00) per year for courses after July 1, 2008. District in-service credit may be used in this calculation. A maximum of nine (9) credit hours per year will be allowed for tuition reimbursement. When a Teacher moves beyond Step 16, Column 7, salary will increase by three hundred dollars (\$300.00).
- O. **Work Beyond the Workday** – Whenever a Teacher is asked by the District to work beyond the Teacher workday for the purpose of academic remediation, the Teacher will be reimbursed at the curriculum development rate for such additional service.

Whenever a member is asked by the District to perform additional work beyond their workday, that is not defined in other extra assignment or extracurricular activities in the CBA, the member will be paid for work beyond the workday on the per diem basis of 1/200 of regular salary. The workday is defined in Articles X and XI.

- P. **Honorarium** – An honorarium of three hundred dollars (\$300.00) per teacher will be provided to each mentor.
- Q. **Student Supervisors** - Whenever additional support, as determined by the district, for student supervision is needed in the instances when an elementary or middle school principal must be off school campus during the school day, a faculty member will be chosen to fill this role on a yearly basis. A student supervisor will not be needed if there is a teacher on special assignment assigned to the building (e.g., Administrative Intern/Dean of Students). The stipend of eight hundred dollars (\$800.00) will be awarded to the individual in each building who is chosen by the principal to fulfill this role. Additionally, elementary counselors and school psychologists who provide additional supervision and support to our students, will also be granted an annual stipend of four hundred and twenty-five dollars (\$425.00) for their continued work in this area.

ARTICLE XXII – EXTRA ASSIGNMENT COMPENSATION

A. Extracurricular Activities

The District and Association will keep a list of all paid extra duty assignments available for review. The Association, building principals, and the District administration will meet yearly to discuss changes to the list of paid extracurricular assignments for the following year.

Teachers shall be paid for duties assigned beyond their normal load and workday. Payment shall be based upon the established hours for each activity. Teachers shall be compensated at the following hourly rates:

	2023-24	2024-25	2025-26
Athletics, Intramurals & Co-Curricular	\$29.67	\$30.94	\$32.25
Bus Duty	\$26.06	\$27.17	\$28.32
Dance Chaperone	\$28.81	\$30.03	\$31.31

B. Interscholastic Sports to be Compensated

	Varsity		Assistant Varsity		Junior Varsity		Assistant JV		Freshmen		Assistant Freshmen		Modified		Assistant Modified	
	BOYS	GIRLS	BOYS	GIRLS	BOYS	GIRLS	BOYS	GIRLS	BOYS	GIRLS	BOYS	GIRLS	BOYS	GIRLS	BOYS	GIRLS
Baseball	✓		✓		✓				✓				✓			
Basketball	✓	✓			✓	✓			✓	✓			✓	✓		
Bowling	✓	✓	✓													
Cheerleaders		✓														
Crew																
Cross Country	✓	✓	✓	✓										✓		
Field Hockey		✓				✓								✓		
Football	✓		✓		✓		✓		✓		✓		✓		✓	
Golf	✓	✓		✓	✓											
Gymnastics		✓		✓												
Ice Hockey	✓		✓													
Lacrosse	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Soccer	✓	✓	✓	✓	✓	✓			✓	✓			✓	✓		
Softball		✓		✓		✓				✓				✓		
Swimming	✓	✓	✓	✓												
Tennis	✓	✓				✓										
Track (spring)	✓	✓	✓	✓									✓	✓		
Track (winter)	✓	✓	✓													
Volleyball	✓	✓			✓	✓				✓				✓		
Wrestling	✓												✓			

For the years of 2023-2026, a coach returning to the same position as the previous year will receive a 4.25% increase in the coaching salary each year.

C. Provisions for Activities

1. All Extra Duty Assignments

The hours assigned have been mutually and equitably worked out and have been capped according to present conditions and responsibilities. Anyone proposing a change of conditions or increased responsibility:

- a. Must prepare a written statement outlining the nature of the change.
- b. Present the statement to a joint committee of the Association and the District for review.
- c. Such review will be accomplished by June 1 of the preceding contract year.

2. **Athletic Assignments** – Until the satisfactory completion of all duties and responsibilities that pertain to each coaching season are fulfilled, the District may withhold final compensation for that season.
3. **Bus Duty** – Compensation for Teachers performing bus duty will be the product of the hourly rate listed and the number of hours per day as established by the Superintendent.
4. **Intramural Coaches** – Teachers will be compensated for Intramural Coaching duties performed after the end of the normal teaching day.

Compensation for Assistant Intramural Coaches will be the product of the number of assigned hours and the hourly rate.

Both parties agree to convene a subcommittee in the 2023-24 school year to review other methods of classifying extra duty assignments. The goal of this committee would be to find a mutually agreeable system that removes the hourly payment model currently utilized. If such a model can be agreed to by both parties, it is the expectation that a memorandum of agreement may be entered into for the school year 2024-25.

D. **Academic Overload**

1. Teachers given an extra Academic assignment shall be paid for the performance of such assignment, eight percent (8%) per semester of the applicable Step of the Bachelor's column (column 4) of the Teacher's Salary Schedule.
2. If it becomes necessary to have in one school building more than one (1) class of overload in a single subject area (for example, high school math), the District shall hire a part-time Teacher to handle the extra classes necessary in that subject except where otherwise agreed to by the parties.

E. **Dismissal**

1. Assignment of Teachers to duties for which Extra Assignment Compensation is paid is on an annual basis. If the District determines to either discontinue the position or terminate the Teacher who is performing the assignment, it shall notify the Teacher of that decision not less than thirty (30) calendar days in advance of the effective date of termination. Such Teacher may, within seven (7) calendar days of receipt of the notice, request in writing that they be furnished with a written statement giving the reasons for such recommendation and within seven (7) calendar days thereafter such written statement shall be furnished. Such Teacher may either file a written response to such statement with the Superintendent within seven (7) calendar days after receipt of the statement containing the reasons, or as an alternative, request a hearing on the matter by giving notice to that effect addressed to the person who sent him/her the notice.
2. The requested hearing shall be held within seven (7) calendar days of receipt of the request, and if the teacher so requests, a representative of the Association shall be present at the hearing.
3. After the parties have expressed themselves at the hearing, the Superintendent shall make the final decision as to dismissal.

- F. **Resignation** – A Teacher performing an Extra Compensation Agreement shall resign thirty (30) calendar days in advance by providing a written notice to that effect to the Superintendent and the teacher's applicable Building Principal or Immediate Supervisor, which notice shall specify the effective date of termination. The District shall be considered as having received notice of resignation on the day the notice is actually received by the Superintendent.
- G. **Posting**
1. Upon dismissal or resignation of a Teacher performing an Extra Compensation Assignment that will continue, or where a new Extra Assignment is created, the Superintendent or their designee, shall, not later than ten (10) working days after the effective date of termination, resignation, or creation of a new assignment, distribute to each Building Representative a notice containing a description of such assignment.
 2. A Teacher desiring such assignment must apply for it in writing within ten (10) working days of distribution of the notice. If they does apply, they shall be granted an interview, or within thirty (30) calendar days after posting of the required notice, whichever last occurs, the said assignment may be filled by the Superintendent or their designee either from among applying Teachers or from such other source as the Superintendent determines.
 3. If the new assignment occurs during the summer months, the notice required shall be sent to the Association's designee.

ARTICLE XXIII – RETIREMENT

A. **Additional Attendance Retirement Incentive**

Upon retirement from the District, a Bargaining Unit Member may forfeit their remaining accumulated sick days for a non-elective employer contribution using the following value:

	<u>Days</u>	<u>Value/Day</u>
	1-150	\$40.00
2023-26	151-200	\$55.00
	201--250	\$75.00

If a Bargaining Unit Member files an irrevocable letter of resignation for the purpose of retirement by February 1 of their last year of employment, the employee who has started the year with a balance of at least two hundred and fifty (250) sick days in the years 2023-2026 will be granted up to an additional ten (10) sick days for use during that school year.

For Bargaining Unit Members whose retirement system is the NYSERS, any sick days not utilized under section 41-J of the NYSLRS will be converted to a non-elective employer contribution to an IRS Code Section 403(b) account of the employer's choosing at the per day rate of forty dollars (**\$40.00/day**).

B. Insurance into Retirement

A Bargaining Unit Member who retires from the District shall be entitled to maintain existing health, dental and vision benefits. For individual coverage, the retiree shall contribute on the same basis as an active Bargaining Unit Member. Dependent coverage may be maintained at full cost to the retiree. Dependent vision coverage shall be at ten percent (10%) cost to the retiree if the retired Bargaining Unit Member's coverage at the time of retirement included coverage for a spouse, said spouse shall have the option, in the event of the death of the insured Bargaining Unit Member prior to age 65, of maintaining their coverage and shall pay the full cost thereof.

Bargaining Unit Members shall receive an additional annual District contribution of twenty percent (20%) of the total cost of family health insurance coverage in retirement until they either reaches the age of Medicare eligibility or drops family health insurance coverage in retirement, whichever occurs first. To be eligible for this benefit, a Bargaining Unit Member must satisfy the following criteria:

- (a) Have a minimum of ten (10) consecutive years of service as an employee for the District which concludes in retirement from the District under the rules of the applicable state retirement system; and
- (b) Retire from District service with family health insurance at the conclusion of the school year in which the retiree.

B. Additional First Year of Retirement Eligibility Incentive

1. Maximum entitlement is thirty-five thousand dollars (\$35,000.00) which will be deposited in the employee's (403) b account as a non-elective employer contribution to assist in the payment of retiree medical expenses or other expenses at retirement.

2. Eligibility

The maximum entitlement will be made available to those Bargaining Unit Members who are in their first year of eligibility to retire with full benefits from the New York State Teacher Retirement System as defined by the TRS Profile (or other applicable state retirement system). In order to demonstrate eligibility for this incentive, the Association member is required to submit a copy of their employee benefit profile from the New York State Teachers' Retirement System or a letter from the New York State Teachers' Retirement System (or ERS profile for members not in the NYSTRS) stating the date that they are first eligible to receive a pension without a reduced benefit. The Association member wishing to avail him/herself of this benefit must have a retirement date that coincides with the completion of a school year.

3. Irrevocable Letter of Resignation for the Purpose of Retirement

A Bargaining Unit Member who elects to retire under this plan shall submit an irrevocable letter of resignation to the District in the form illustrated in Appendix B to this Agreement. This letter shall be submitted to the District in accordance with the following:

- a. The letter of resignation is to be submitted by February 1 of the year of the effective date, except under circumstances set forth in subparagraph below regarding a disability.

- b. If, after February 1, an eligible Bargaining Unit Member becomes wholly or continually disabled and prevented from performing their duties, and if the Bargaining Unit Member notifies the District within one (1) month of the disability's occurrence, the Bargaining Unit Member may submit an irrevocable letter of resignation together with proof of disability. The effective date set forth in the letter of resignation should be no later than the last day of the month following that in which the disability occurs.

4. **Change of Circumstance**

A Bargaining Unit Member who experiences a change in circumstance which causes the Bargaining Unit Member to submit an irrevocable letter of resignation for the purpose of retirement after February 1 or which causes the Bargaining Unit Member who previously submitted a letter of resignation for the purpose of retirement to have the letter revoked can appeal to the District for reconsideration in which case the District's decision on these matters shall be final and binding on the Bargaining Unit Member.

5. **Payment**

- a. If a Bargaining Unit Member files an irrevocable letter of resignation for the purpose of retirement prior to November 1 of their last year of employment, the District will pay the maximum entitlement of thirty-five thousand dollars (\$35,000.00) in two (2) installments as a non-elective employer 403(b) contribution (eighteen thousand dollars (\$18,000.00) in year one, seventeen thousand dollars (\$17,000.00) in year two). Such employer contribution will be made to a 403(b) chosen by the employee.
- b. A Bargaining Unit Member may file an irrevocable letter of resignation by November 1 of the third year before the effective date of retirement. In this case, the Teacher will receive a non-elective employer 403(b) contribution in each of those three (3) years, paid in six (6) installments. Such employer contribution will be made to a 403(b) chosen by the employee.
- c. If a Bargaining Unit Member files an irrevocable letter of resignation for the purpose of retirement after November 1 and by February 1 of their last year of employment, the maximum entitlement of thirty-five thousand dollars (\$35,000.00) will be paid as a non-elective employer 403(b) contribution within ten (10) days of the effective date of retirement. Such employer contribution will be made to a 403(b) chosen by the employee.

6. **Incentives**

- a. If a Bargaining Unit Member has submitted a letter of resignation for the purpose of retirement with service to be completed at the end of a school year in which the District offers an additional incentive, or accepts an incentive offered by the State, said Teacher shall be eligible for the benefits contained in the additional or State incentive in lieu of the original incentive accepted by the Bargaining Unit Member.
- b. Upon agreement with the Association President, the District may offer a retirement incentive that exceeds the amount stipulated in this Article.

D. Additional Retirement Benefits Under NYSLRS (Nurses, OTs, and PTs only)

For positions covered by New York State Local Retirement System (NYSLRS); the NYS twenty-five (25) year Career Retirement Plan; NYS twenty (20) year Career Plan; Section 41(j) of the NYS Retirement and Social Security Law; and Section 60(b) of the NYS Retirement and Social Security Law, Section 41(j) allows unused sick leave credit up to the limit set by NYSLRS applied as additional credit. This time cannot be used to qualify a member for a benefit. The employee must complete a membership application. For the purposes of retirement, an employee who retires from the District may receive an additional attendance retirement incentive, providing said employee:

- 1) meets eligibility requirements for retiree health insurance benefits;
- 2) submits their irrevocable letter of retirement before February 1st;
- 3) has a retirement date not later than June 30th;
- 4) any exception to item 2 or 3 is at the discretion of the Superintendent; and
- 5) started the year with a balance of two hundred and fifty (250) sick days then will be granted an additional ten (10) sick days. The total accumulation of sick days may not exceed two hundred and fifty (250) days on the date of retirement for the purpose of the additional attendance retirement incentive. All sick leave not utilized under Section 41-j of NYSLRS will be converted to a non-elective employer contribution to an IRS Code Section 403(b) account of the employee's choosing and pursuant to Article XXIII, section A.

ARTICLE XXIV – INSURANCE AND ANNUITIES

A. Health, Dental and Vision Insurance

1. The District shall provide a shared-cost hospitalization and medical insurance plan, as well as a dental insurance plan. Selection of insurance carrier will be made mutually by the District and the FMTA. It is agreed that insurance coverage shall be provided at the lowest cost as long as benefits are identical to, and processing provisions are equivalent to, those in 1982-83. In addition, the District shall provide a dental plan. The dental plan will be Excellus Deluxe. For active employees, the contributions will be as follows:

% Premium Contribution	District	Employee
Individual Plan	90%	10%
Family Plan	81%	19%

2. A vision care plan shall be provided as mutually agreed by the District and FMTA. Teacher contributions shall be a percentage of premiums: individual coverage zero percent (0%); dependent coverage ten percent (10%).
3. The District offers a three tier prescription drug plan for Association members with the following copay rates of the program:

Rx Drug Copay	2023-2026	
	Pharmacy <i>(30 Day Refill)</i>	Mail-in <i>(90 Day Refill)</i>
Tier 1	\$10.00	\$20.00
Tier 2	\$20.00	\$40.00
Tier 3	\$35.00	\$70.00

4. Effective July 1, 2023, the District will adopt a program for prior authorization, step therapy, and generic advantage, known collectively as prescription drug edits, as part of the prescription plan benefits. Upon ratification of agreement and processing by Excellus Blue Cross/Blue Shield, all changes will go into effect.
- B. **Disability Insurance** – As a supplement to Sick Leave benefits provided in Article XXV, the District agrees to participate in setting up a long-term disability benefits program through a mutually agreeable insurance company at a cost to the District not to exceed fifteen thousand dollars (\$15,000.00) per year.
- C. **Tax Sheltered Annuities** – The District shall make payroll deductions for the purchase of tax-sheltered annuities in accordance with the applicable payroll deduction authorization for each Teacher.
- D. **Health Insurance Buyout Option**
1. An annual health insurance buyout option will be available. Any active unit employee who is eligible for health insurance may elect in advance not to participate in the health insurance program for the year. The employee who elects this option must provide proof of alternate health coverage and complete the necessary forms provided by the District. The employee may receive seven hundred dollars (\$700.00) for individual coverage and nine hundred dollars (\$900.00) for family coverage.
 2. The employee may return to coverage at any open enrollment period or at any time there is a change in legal circumstances pursuant to IRS Section 125 rules (marriage, death divorce, etc.) If the employee resumes coverage before the full year is complete, the payment shall be pro-rated.
 3. Employees must elect to participate in the buyout option by the annual enrollment date in the school year in which the buyout is effective. New employees must elect this option within 30 days of the date of hire at which time the amount will be pro- rated. Buyout payments shall be paid in equal installments based on the health insurance deduction schedule.

ARTICLE XXV – SICK LEAVE

In establishing these leave provisions the District and the Association agree that the most significant influence in a student's education are the educational professionals. Accordingly, regular employee attendance is essential to consistency and instructional effectiveness. At the same time, the District and the Association recognize that circumstances can occur that require the Bargaining Unit Member to be absent. The intent of these provisions is to define the conditions for which a

employee may be absent while emphasizing the importance of regular employee attendance. To the extent possible, Bargaining Unit Members will schedule appointments after school hours or during vacation periods and arrange for outside care during times of family illness (child, parent or significant relationship).

A. Sick Leave Accrual

1. To be eligible for Sick Leave a newly employed Bargaining Unit Member shall have worked for the District not less than a full month.
2. A Bargaining Unit Member shall be allowed twenty (20) Sick Leave days per school year at full salary for personal illness. If a teacher has exhausted their serious family illness days for a particular school year, up to twenty (20) Sick Leave days of the current year's allotment may be used in instances of family illness.
3. Sick Leave days shall be credited to the Bargaining Unit Member at the beginning of employment and unused Sick Leave days added at the beginning of each succeeding year.
4. Sick Leave may be used for the days credited to the Bargaining Unit Member's account to a maximum of two hundred fifty (250) school days in the years 2023-2026, at full pay with the following restrictions:

Medical disability of a Bargaining Unit Member shall include a period while pregnant during which she is physically disabled from performing her duties. In connection with such pregnancy-related disability, applications for Sick Leave shall be governed by the applicable provisions (see Parental and Maternity Leaves, Article XXVI.A.).

5. Under unusual or catastrophic circumstances, the Superintendent and/or their designee are authorized to grant additional emergency family illness use from the member's available sick leave balance, which, in their judgment, justify such an exception.

A. **Written Statement of Accrued Sick Leave** – By October 1 of each Academic Year, each Bargaining Unit Member shall receive a written statement specifying the number of days of Sick Leave used during the previous Academic Year and the total number of accumulated days of Sick Leave.

B. **Physician's Certificate** – The Superintendent/designee may request a physician's certificate from the Bargaining Unit Member who has been absent more than five (5) consecutive days.

C. **Disability After a Teacher is Eligible to Retire** – Where a Bargaining Unit Member who is eligible for retirement at the end of a given school year but is not required by law to retire at such time, has given timely notice to the District of intent to continue teaching during the following school year, and subsequent to giving of such notice and before conclusion of a subsequent school year, becomes ill and is unable to continue teaching (with certification to that effect by their physician), the following rules shall apply:

1. If such Bargaining Unit Member is unable to report for work on September 1, and their doctor certifies that in their opinion the Bargaining Unit Member can return to work on or before November 1 of the year involved, said Bargaining Unit Member shall be allowed to use accumulated Sick Leave to cover the period from the commencement of

school to the day the Bargaining Unit Member is able to and does return to work. Provided, however, that they may return any time they is able to, on or before November 1. If unable to return on or before November 1, they must remain out for the balance of the fall semester. If the physician's estimated date of ability to return to work is to work prior to the end of the fall semester, the maximum amount of accumulated Sick Leave to be used for this purpose shall be the number of workdays required to complete the school year.

2. If the Bargaining Unit Member is unable to report for work at the beginning of the spring semester, the same condition shall apply for that semester except the date April 1 shall be substituted for the date November 1.
 3. This subparagraph is intended as a specific exception to the restriction contained in subparagraph A.4. of this Article.
 4. If permitted under existing State Law, where a Bargaining Unit Member has commenced work during a school year, at the end of which they would be eligible for full retirement, and during such school year is unable to continue teaching as certified to by their physician, said Bargaining Unit Member shall be allowed to use accumulated Sick Leave as days worked for the purpose of attaining full retirement eligibility.
- D. **Prorated Sick Days for Part-Time Bargaining Unit Member** — Sick Leave days shall be apportioned to part-time bargaining unit member on a prorated scale based on that portion of time for which they are contracted.
- E. **Disability Insurance** – All FMTA members are offered the ability to purchase disability insurance through the District.
- F. **Sick Bank** – The FMTA and the District agree to establish and implement a Sick Bank which may be utilized by bargaining unit members who have demonstrated eligibility in accordance with the guidelines established hereto. **A committee will be established to oversee the Sick Bank. It will be comprised of two (2) faculty members of the Sick Bank and two (2) district representatives.** The FMTA will be responsible for overseeing any sick bank request. The Association shall be empowered to resolve issues relevant to the Sick Bank, but so long as applicants meet the requirements herein set forth, members will not be unreasonably denied.

In addition to the days currently in the Sick Bank each bargaining unit member shall contribute two (2) days (or on a pro-rate basis for part-time employees) of their available Sick Leave to the Sick Bank effective in September 2023 (Members who previously contributed two (2) days for the disability bank will not be assessed days in the initial year of this agreement). Additional days may be assessed at the discretion of the Association when the total number of accrued sick days in the bank falls below one thousand (1,000).

To draw from the Sick Bank, the employee must:

1. Have utilized all current and accumulated Sick Leave days available to them.
2. Submit a request for use of Sick Bank days to the Sick Bank Committee.
3. Provide such medical evidence as may be required.

The Sick Bank Committee will be responsible for monitoring the balance of available days in the Sick Bank. Should the number of available days fall below one thousand (1000), the committee may call upon its members to contribute additional days.

- H. In the event of the death of a bargaining unit member, payment for the member's accrued sick leave must be deposited to either a 403(b) that was established in the employee's name or in the bank account designated by the employee for the purposes of direct payroll deposits. The remuneration for such days shall occur pursuant to the terms outlined in Article XXIII, section A, "Additional Attendance Retirement Incentive".

ARTICLE XXVI – OTHER LEAVES

In establishing these leave provisions the District and the Association agree that the most significant influence in a student's education is the Teacher. Accordingly, regular Teacher attendance is essential to consistency and instructional effectiveness. At the same time, the District and the Association recognize that circumstances can occur that require the Teacher to be absent. The intent of these provisions is to define the conditions for which a Teacher may be absent while emphasizing the importance of regular Teacher attendance. To the extent possible Teachers will schedule appointments after school hours or during vacation periods and arrange for outside care during times of family illness (child, parent, or significant relationship).

A. Parental and Maternity Leaves

1. A leave of absence without pay may be granted to a Bargaining Unit Member by the Board with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed two (2) years.
2. A Bargaining Unit Member shall notify the District not less than three (3) months before physician's estimated delivery date in the event of pregnancy or not less than one (1) month before the date of adoption in the event of adoption, as to said Bargaining unit Member's election of the type of leave desired, which shall be one of the following:
 - a. Parental Leave of absence without pay pursuant to Section A.1 of this Article (pregnancy or adoption); or
 - b. Sick Leave during the period when the member is physically unable to perform their duties as a Teacher (pregnancy only);

- c. Sick Leave during said period of pregnancy-related disability plus a parental leave of absence without pay commencing on termination of the said period of disability (pregnancy only).

3. Procedure

The notification to the District shall be submitted on the form attached as Appendix C (1) and Appendix C (2), if applicable.

- a. For a parental leave of absence, the commencement and termination date shall be agreed to by the Bargaining Unit Member and the Superintendent/designee. In the event this period should need to be altered, an alteration shall be mutually agreed upon by the Superintendent/designee and the Teacher.
- b. For Sick Leave during the period of pregnancy-related disability only, the Bargaining unit Member shall, prior to commencing the same, obtain from their personal physician and submit to the District written certification in the form attached hereto (Appendix C (2)), as to date of commencement of the disability and an estimate as to its duration.

At any time after such a Sick Leave has continued for a period of six (6) weeks after delivery, the Bargaining Unit Member upon request from the District shall submit an additional written certification from their personal physician to the effect that the disability continues (Appendix C (3)).

- c. For a combined Sick Leave and parental leave of absence without pay, the Teacher shall first proceed with the provisions of Section A.3.b.; and then apply for a parental leave in accordance with Section A.3.a.
- d. A Teacher who is on the Sick Leave portion of a parental leave may elect to return to teaching any time prior to the beginning of the unpaid portion of the parental leave, thereby terminating the leave at that point.

B. Sickness and Death in the Immediate Family

1. Each Bargaining Unit Member shall be granted up to three (3) days of leave with full pay per year for each death in the family. Such leave shall be on a non-cumulative basis.
 2. Each Bargaining Unit Member shall be granted up to five (5) days of leave with full pay per year for serious illness in the family.
 3. "Family" for purposes of paragraphs 1 and 2 consists of Parent or Guardian, Spouse, Sibling, Child, Mother- and Father-in-Law, or Significant Relationship*
- Significant Relationship shall refer to a person who has a long, exceedingly close, family-type or relationship with the member (for example, parent in loco parentis, custodial or foster parent/grandparent, domestic living environment, or some other form of close care-giver family relationship).

C. Leave of Absence Without Pay

1. The Board, at its discretion, may grant leaves of absence without pay for periods generally not to exceed one (1) year. The application for such leave, accompanied by reasons for the request, shall be made to the Board through the applicant's immediate Supervisor.
2. A Bargaining Unit Member requesting a leave of absence shall be notified at the time of action on the request whether or not a salary step will be granted in connection with such leave.
3. A Bargaining Unit Member granted a leave of absence shall be entitled to the then current health insurance benefits, the full cost to be paid by the Bargaining Unit Member.

D. Jury Duty – A Bargaining Unit Member shall suffer no reduction from their regular pay while serving as a juror.

E. Personal Leave

1. During each academic year a Bargaining Unit Member shall be entitled to not more than three (3) personal leave days with pay, such leave to be taken on reasonable notice to the Administration. No reason for the leave need be given by the Bargaining Unit Member at the time a request is made for the same, except as specified in paragraph 4 below.
2. If unused by the end of a school year, remaining personal days will be converted to sick days and accumulated under the Sick Leave category as defined in Article XXV. If a faculty member does not use any of their personal days in a given year, they may opt for a payment of two hundred dollars (\$200.00) for the return of all three (3) personal leave days, to be paid in the final paycheck of the school year, instead of converting these three personal days to sick days.
3. It is the intention of the parties that the privilege of personal leave is granted to enable a Bargaining Unit Member to take such days per school year for a valid reason. Recognizing that a Bargaining Unit Member's primary professional responsibility is to the students, the only criterion required to establish validity for use of personal day, when such establishment is requested by the Administration, shall be the Bargaining Unit Member's written declaration that the purpose of any given personal leave exceeds the Bargaining Unit Member's professional responsibility to their students.
4. It is the intent of personal leave that it not be used to extend a vacation period. For this provision a "vacation" means any interval during the academic year that includes two (2) or more consecutive vacation days or school holidays, i.e., Thanksgiving vacation or Friday or Monday school holidays around the same weekend. Personal leave may be used on a day before or day after a "vacation" except when its purpose is to extend a personal vacation. Hence on a day immediately preceding or succeeding a vacation period a reason must be given in writing.

The Superintendent is authorized to grant additional leave under unusual circumstances, which, in their judgment, justify such an exception.

ARTICLE XXVII – TAYLOR LAW STATEMENT

Taylor Law Clause, Section 204-a: Agreements Between Public Employers and Employee Organizations.

“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.”

ARTICLE XXVIII – ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties on the subject matter set forth herein, supersedes and replaces that certain Agreement between the parties, hereto dated July 1, 2023, and may be modified or amended only by written agreement of the parties. The District and the Association agree that all terms and conditions not covered by this Agreement shall continue to be subject to the District's decision and control and shall not be the subject of negotiations until the commencement of a successor to this Agreement.

In August of 2023, the parties agreed to extend this agreement to June 30, 2026. Duration of this agreement is 2023-2026.

FAYETTEVILLE-MANLIUS CENTRAL
SCHOOL DISTRICT

By:  _____
Superintendent of Schools

Date: 10/24/2023

FAYETTEVILLE-MANLIUS
TEACHERS' ASSOCIATION

By: Mary E Patricks _____
Association President

Date: 10/24/2023

SCHEDULE A – Teacher Salary Schedule

Explanatory Notes

- A Teacher who is no longer within the salary schedule, who accumulates sufficient additional credit hours for column movement, shall receive, in addition to the raise accorded Teachers also off the salary schedule, an amount equal to the difference between the last step of the column being left and the corresponding step in the new column.
- Once a Teacher moves off the salary schedule subsequent course credit will not return the Teacher to the salary schedule.

NOTE from January 24, 2022 MOA, newly hired School Nurses salaries will be derived from the lowest step on the column 4 salary schedule.

2023-2024 SALARY SCHEDULE						
STEP	BA COLUMN 4	BA+30 COLUMN 5	BA+45 COL 5.5	BA+60 COLUMN 6	BA+75 COL 6.5	BA+90 COLUMN 7
3	\$52,959	\$54,492	\$55,328	\$56,165	\$57,046	\$57,929
4	\$54,127	\$55,694	\$56,548	\$57,404	\$58,304	\$59,207
5	\$55,273	\$56,840	\$57,695	\$58,551	\$59,451	\$60,353
6	\$56,333	\$57,949	\$58,828	\$59,709	\$60,637	\$61,565
7	\$57,409	\$59,070	\$59,978	\$60,885	\$61,840	\$62,795
8	\$58,496	\$60,208	\$61,142	\$62,078	\$63,062	\$64,046
9	\$60,032	\$61,808	\$62,778	\$63,746	\$64,768	\$65,790
10	\$61,601	\$63,445	\$64,447	\$65,454	\$66,514	\$67,574
11	\$62,440	\$64,330	\$65,360	\$66,391	\$67,477	\$68,564
12	\$63,284	\$65,222	\$66,277	\$67,333	\$68,449	\$69,560
13	\$64,132	\$66,117	\$67,198	\$68,282	\$69,422	\$70,565
14		\$67,438	\$68,542	\$69,649	\$70,814	\$72,036
15		\$68,187	\$69,294	\$70,398	\$71,563	\$72,725
16				\$71,177	\$72,343	\$73,508

2024-2025 SALARY SCHEDULE						
	BA COLUMN 4	BA+30 COLUMN 5	BA+45 COL 5.5	BA+60 COLUMN 6	BA+75 COL 6.5	BA+90 COLUMN 7
STEP						
3	\$54,018	\$55,582	\$56,435	\$57,289	\$58,187	\$59,087
4	\$55,209	\$56,808	\$57,679	\$58,552	\$59,470	\$60,391
5	\$56,427	\$58,061	\$58,952	\$59,844	\$60,782	\$61,723
6	\$57,623	\$59,256	\$60,147	\$61,039	\$61,978	\$62,918
7	\$58,728	\$60,412	\$61,329	\$62,247	\$63,214	\$64,182
8	\$59,848	\$61,581	\$62,527	\$63,472	\$64,468	\$65,464
9	\$60,982	\$62,767	\$63,740	\$64,716	\$65,742	\$66,768
10	\$62,584	\$64,434	\$65,446	\$66,455	\$67,521	\$68,587
11	\$64,219	\$66,141	\$67,186	\$68,236	\$69,341	\$70,446
12	\$65,093	\$67,064	\$68,138	\$69,213	\$70,345	\$71,478
13	\$65,973	\$67,994	\$69,093	\$70,195	\$71,358	\$72,517
14		\$68,927	\$70,054	\$71,184	\$72,373	\$73,564
15		\$70,304	\$71,455	\$72,609	\$73,824	\$75,098
16				\$73,390	\$74,604	\$75,816

2025-2026 SALARY SCHEDULE						
	BA COLUMN 4	BA+30 COLUMN 5	BA+45 COL 5.5	BA+60 COLUMN 6	BA+75 COL 6.5	BA+90 COLUMN 7
STEP						
3	\$55,098	\$56,693	\$57,563	\$58,434	\$59,351	\$60,269
4	\$56,314	\$57,944	\$58,833	\$59,723	\$60,660	\$61,599
5	\$57,556	\$59,222	\$60,131	\$61,041	\$61,998	\$62,957
6	\$58,825	\$60,528	\$61,457	\$62,387	\$63,365	\$64,346
7	\$60,072	\$61,774	\$62,703	\$63,633	\$64,612	\$65,592
8	\$61,224	\$62,979	\$63,935	\$64,892	\$65,901	\$66,910
9	\$62,392	\$64,198	\$65,185	\$66,170	\$67,208	\$68,246
10	\$63,573	\$65,435	\$66,449	\$67,466	\$68,536	\$69,606
11	\$65,243	\$67,173	\$68,227	\$69,280	\$70,391	\$71,501
12	\$66,949	\$68,952	\$70,042	\$71,136	\$72,288	\$73,440
13	\$67,860	\$69,914	\$71,034	\$72,154	\$73,335	\$74,516
14		\$70,884	\$72,030	\$73,178	\$74,390	\$75,599
15		\$71,856	\$73,032	\$74,210	\$75,448	\$76,691
16				\$75,695	\$76,961	\$78,289

APPENDIX A – Form: Grievance Log

GRIEVANCE LOG

	Date Began	Grievant	Immediate Supervisor	Nature of Grievance	Outcome of Action	Date Ended
First Phase						
Second Phase						
Level 1						
(i)						
(ii)						
Level 2						
(i)						
(ii)						
(iii)						

APPENDIX B – Notice: Resign/Retire from Employment



To: Superintendent and/or Assistant Superintendent for Personnel
Fayetteville-Manlius Central School District

You are hereby notified in accordance with Article XXIII of the Collective Bargaining Agreement between the Fayetteville-Manlius School District and the Fayetteville-Manlius Teachers Association ("Agreement") that the undersigned hereby irrevocably elects to resign/retire their employment with the District as of the effective date noted below ("Effective Date"). This notice is submitted to comply with the District's Retirement Incentive Plan.

The undersigned hereby certifies:

That they are, as of the Effective Date, eligible in accordance with criteria specified in Article XXIII and under the New York State Teachers Retirement System *OR* New York State Employees Retirement System; and

That as of the Effective Date, their age is _____ years old.

Bargaining Unit Member Name (print): _____

Effective Date: _____

Bargaining Unit Member (signature): _____

Date of Notice: _____

ACCEPTED

Fayetteville-Manlius Central School District
Superintendent and/or Assistant Superintendent for Personnel

By _____

Date _____

APPENDIX C (1) – Notice: Parental/Maternity Leave Election



NOTIFICATION OF ELECTION OF PARENTAL AND/OR MATERNITY LEAVE

To: Assistant Superintendent for Personnel
Fayetteville-Manlius School District

You are hereby notified that the undersigned elects to take the leave designated below.

_____ 1. Sick Leave during pregnancy-related disability

_____ 2. Parental Leave of Absence without pay

- According to my current best estimate, the parental leave of absence shall be for the following dates: _____ through _____.
My return to work date will be: _____.

Note: *In conjunction with option 1, physician must complete Appendix C (2) pre-delivery (if applicable) and Appendix C (3) post-delivery.*

Anticipated Due Date: _____

Bargaining Unit Member's Name (print) _____

Bargaining Unit Member's Signature: _____

Date of Notice: _____

Date of Notice should be at least three (3) months prior to the due date

APPENDIX C (2) – Notice: Sick Leave During Pregnancy-Related Disability



SICK LEAVE DURING PREGNANCY-RELATED DISABILITY

On _____ I examined _____.
(Date) (Patient's name)

It is my professional medical opinion that, as of _____,
(Date)
the patient will be physically unable to perform Bargaining Unit Member duties.

It is my best estimate that this disability will cease and the patient will be able to return to full
duty on _____.
(Date)

Physician Name (print) _____

Physician Signature _____

Date: _____

APPENDIX C (3) – Notice: Six (6) Weeks after Delivery



SIX (6) WEEKS AFTER DELIVERY

On _____ I examined _____
(Date) (Patient's name)

It is my professional medical opinion that her pregnancy-related disability will cease on _____, and that the patient will be able to return to full-time
(Date)
duty after that date.

Physician Name (print) _____

Physician Signature _____

Date: _____