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Falconer Central School District And
Falconer Education Assn

COLLECTIVE NEGOTIATIONS AGREEMENT

between the

FALCONER CENTRAL SCHOOL DISTRICT

and the

FALCONER EDUCATION ASSOCIATION

Begins: September 1, 1995

Ends: August 31, 1998

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

APR 01 1996

CONCILIATION

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PREAMBLE

The Falconer Central School District and the Falconer Education Association hereby agree as follows:

ARTICLE 1.

CONCERNING THIS AGREEMENT

1.0.1 As used in this Agreement:

- (1) "District" means the Falconer Central School District.
- (2) "Association" means the Falconer Education Association.
- (3) "Board" means the Board of Education of the District.
- (4) "Superintendent" means the person appointed by the Board on a regular or acting basis, to the position of Superintendent of Schools of the District or a person designated by him/her or by the Board to act for or in the absence of the person so appointed.
- (5) "Teacher" or "employee" means a person included in the negotiating unit described in Section 2.1 of this Agreement.
- (6) "Party" means the District or the Association.
- (7) "School Day" means a day when a teacher is required to be in attendance.
- (8) A "Day" means consecutive calendar day.

1.0.2 The provisions of this Agreement shall take effect at 12:01 A.M. on September 1, 1995 (unless a particular provision hereof expressly provides for a different effective date in which case such date shall prevail) and continue in full force and effect until midnight August 31, 1998, and thereafter until the parties execute a successor agreement. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

1.0.3 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. (Taylor Law Sec. 204-a)

1.0.4 Either party may propose an amendment to this Agreement but, during the term, neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement, but this shall not preclude negotiations for a successor to this Agreement.

1.0.5 Nothing in paragraph 1.0.4 of this Agreement shall be construed to limit the Association's rights under the Public Employees Fair Employment Act. This paragraph shall be enforced by resort to the Public Employment Relations Board, and not to the grievance-arbitration procedure of this Agreement.

1.0.6 This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such execution date and (ii) signed by a duly authorized representative of each party. Notwithstanding the second sentence of this section, a grievance settlement entered into prior to the execution date of this Agreement which resolved a grievance that alleged a violation of an individual teacher's rights shall remain in effect solely with respect to that teacher; but, shall not constitute a precedent with respect to any other occurrence regarding that or any other teacher.

- 1.0.7 If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 1.0.8 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied equitably to all teachers.
- 1.0.9 Any individual agreement concerning terms and conditions of employment between a teacher and the District shall be subject to and must be consistent with the provisions of this Agreement.
- 1.0.10 Copies of this Agreement shall be reproduced at the expense of the District and made available to all teachers now employed or hereafter employed, by August 1st, if possible; but, not later than Orientation Day of each year.

ARTICLE 2.

DISTRICT-ASSOCIATION RELATIONS

2.1 RECOGNITION

- 2.1.1 The District recognizes the Association as the exclusive representative, for purposes of collective negotiations and the administration of grievances arising under this Agreement, of all employees in a negotiating unit composed of positions requiring certification under the New York State Education Law. However, the unit shall exclude the Superintendent, the Principals, and the Administrative Assistant for Psychological Services. Such recognition shall extend for the maximum period permitted by law.
- 2.1.2 Notwithstanding paragraph 2.1.1 of this Agreement, administrative and supervisory positions are not included in the negotiating unit represented by the Association. No position in the negotiating unit as of October 1, 1975, shall be construed to be administrative or supervisory. If the District creates a position which it claims and the Association denies to be administrative or supervisory, then the Public Employment Relations Board shall determine in which negotiating unit the position belongs.

2.2 NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.2.1 If either party desires to negotiate a successor to this Agreement, it shall so notify the other not later than March 1st of the final school year of this Agreement. On or before December 15 of the school year this Agreement expires, the District and the Association may mutually agree to the following items regarding negotiations for a successor Agreement: (a) Limit Association non-monetary items to ten (10); (b) Limit District non-monetary items to five (5).
- 2.2.2 The parties shall meet for negotiations at mutually agreeable places, times and dates, the first of which shall not be later than May 1st.
- 2.2.3 As tentative agreement is reached on an item being negotiated, it shall be reduced to writing and at least one (1) copy for each party shall be initialed and dated by the chief spokesmen of both parties as evidence of such tentative agreement, unless another mutually agreed upon method is selected.

2.2.4 Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals and compromises in the course of negotiations within the limits of the law.

2.3 **DUES DEDUCTIONS**

2.3.1 The District agrees to deductions from the salaries of its employees' dues for the Association as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association. The Association shall supply a list of teachers authorizing dues deductions by October 15th of each year. The District and Association shall verify all deductions prior to October 30th of each year, and deductions will be made in ten (10) equal installments beginning with the first check in November. Teacher authorizations shall be in writing in the form set forth below:

"DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION"

(Print) Last Name First Initial Building

Address

"To: BOARD OF EDUCATION of Falconer Central
School District

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Falconer Education Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Falconer Education Association the dues as certified by the respective associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefor. This authority shall be continued while employed in this school system or until withdrawn by written notice."

2.3.2 Should the Association change the rate of its membership dues, it shall give the District thirty (30) days notice prior to the effective date of such change.

2.3.3 Additional authorizations for new employees submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored, and deductions made for the balance of the scheduled deduction period.

2.3.4 The District shall, following each pay period from which a dues deduction is made, transmit monthly the amount so deducted to the Association. The first and final transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

2.3.5 An employee may withdraw his/her authorization at any time by written notice received by the District at least two (2) weeks prior to the effective pay period.

2.4 ASSOCIATION RIGHTS

- 2.4.1 The Administration recognizes the right of the Association to meet and communicate with its membership. The Association agrees to represent its membership with integrity and the dictates of professional responsibility.
- 2.4.2 Whenever representatives of the Association are scheduled by supervisors or the administration to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss in pay or leave.
- 2.4.3 The Association shall be allowed a place on the agenda of the orientation of new teachers.
- 2.4.4 It is recommended by the District that the Association have a procedure for policing its own ranks concerning agreement terms, Board policies, and administrative directives. Such a procedure is to be established and implemented solely at the discretion of the Association.
- 2.4.5 At the same time as the tentative agenda, final agenda, and minutes of Board meetings are each furnished to Board members, one (1) copy of each shall be furnished to the Association president.

ARTICLE 3.

GRIEVANCE PROCEDURE

3.1 DEFINITIONS

- 3.1.1 A grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- 3.1.2 Administrative superior means any building principal, coordinator or the Superintendent.
- 3.1.3 Aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 3.1.4 Grievance Committee is the Committee created and constituted by the Association.

3.2 PROCEDURES

- 3.2.1 Each grievance shall be submitted in writing on a form approved by the District and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 3.2.2 All decisions at each step of the grievance procedure shall be given to the aggrieved party in writing and a copy thereof shall be given to the Association president.
- 3.2.3 Grievances are not to be prepared or processed by teachers or special teachers while on supervisory duty, either in the classroom or in the study hall. When classes are being supervised by a special teacher, the regular teacher may prepare or process a grievance at this time.
- 3.2.4 The District and the Association shall each make available upon the request of the other party documents, communications and records relevant to the grievance except documents, communications or records from any personnel file.
- 3.2.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.2.6 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

3.2.7 An aggrieved party has the right to be accompanied and represented by another person of his/her choice at any or all steps of this grievance procedure.

3.3 TIME LIMITS

3.3.1 Every effort will be made by all parties and persons involved to expedite the grievance process. The time limits specified for any party may be extended by a written agreement signed and dated by District and Association representatives.

3.3.2 A grievance shall be deemed waived unless it is submitted within fifteen (15) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

3.4 STAGES

3.4.1 Before submission of a written grievance the aggrieved party must attempt to resolve it informally with his/her immediate administrative supervisor.

(1) An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to their immediate administrative superior.

(2) The Association may submit any grievance. The grievance shall be submitted to the immediate administrative superior. If it is limited to one (1) school, this shall be the Building Principal; otherwise, it shall be submitted to the next higher administrative superior directly.

3.4.2 The immediate administrative superior shall respond in writing to each grievance received. If any aggrieved party is not satisfied with the response of the immediate administrative superior or if no response is received within ten (10) school days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent. Such submission to the Superintendent must be within fifteen (15) school days of receipt of the response or ten (10) school days after failure to respond.

3.4.3 The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than fifteen (15) school days after it is received by him/her.

- 3.4.4 In the event the Association is not satisfied with the statement with respect to the grievance, it may, within fifteen (15) school days after receiving the statement, submit the dispute to arbitration by written notice to the District. The District and the Association will then agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to do this within six (6) school days, the Association will refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of nine (9) arbitrators on each panel. The arbitration proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association, to the extent that such Rules do not conflict with the provisions of this Agreement.
- 3.4.5 The arbitrator's decision will be in writing and will set forth his/her finding, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- 3.4.6 The cost for the services of the arbitrator will be borne equally by the District and the Association.
- 3.4.7 If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association of any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency or tribunal (whether judicial, executive or legislative) not provided for in this grievance procedure.

ARTICLE 4.

COMPENSATION

4.1 TEACHER SALARY SCHEDULE - GENERALLY

- 4.1.1 The salary schedules for teachers covered by this Agreement for the 1995-96 school year through the 1997-98 school year are set forth in Appendices A1, A2 and A3 which are attached to and incorporated in this Agreement.
- 4.1.2 Upon employment in Falconer School District, every teacher shall be on a step on the salary schedule appropriate for his/her degree status in field of teaching as agreed between the teacher and Superintendent.
- 4.1.3 Salary and benefits for part-time teachers shall be prorated based on their assignments by multiplying their number of classes by twenty (20) points and study halls or homerooms by ten (10) points. The sum of the resulting products shall be divided by one hundred twenty (120) to compute the proration to a full-time salary. It is further agreed that no part-time teacher shall be required to be in the building for more than one (1) unassigned period per day excluding lunch.

4.2 VERTICAL MOVEMENT ON SALARY SCHEDULE

- 4.2.1 The number of years of previous experience to be credited toward step placement on the salary schedule for a newly employed teacher shall be set forth in writing signed by the Superintendent and the teacher at the time of hiring. Unlimited credit may be allowed for prior teaching experience and prior work experience. Credit allowed for prior military experience shall not exceed four (4) years and for prior experience in Peace Corps, VISTA, and National Teaching Corps shall not exceed two (2) years.
- 4.2.2 A teacher will advance one (1) step each year to the extent indicated by the salary schedules appended hereto, except that a teacher with more than seventeen (17) years of credited service as of September 1, 1978, was placed on the step appropriate to such years even if that required him/her to advance more than one (1) step above his/her 1977-78 step. As used in this paragraph 4.2.2, "credited service" means the total of service actually rendered to the District plus credit for prior experience granted to the teacher by the District at the time of hire.
- 4.2.3 Each year, the District will make available from the Business Office the records of the number of teachers on each step of the current salary schedule and the "Teacher Personnel Data Booklet".

4.3 HORIZONTAL MOVEMENT ON SALARY SCHEDULE

- 4.3.1 Each graduate hour will be compensated at the rate of \$41.00. In order to be eligible for such compensation, credit hours completed after September 1, 1976, must be within the field of the teacher's teaching assignment.

Beginning on September 1, 1995, a teacher who desires to take an undergraduate course, graduate course, or pursue a Master's Degree that may not be in his/her teaching field, will apply for approval to a committee consisting of the teacher's principal, department chairperson/head teacher, and a Falconer Central School staff member of the teacher's choice. The teacher's application and the committee's recommendation stating the reason(s) therefore, will be given to the Superintendent. The Superintendent will consult with the teacher or committee before making a decision to approve or disapprove the application.

- 4.3.2 A teacher shall be compensated as provided in paragraph 4.3.1 of this Agreement for every hour beyond the Bachelor's Degree up to a maximum of sixty (60) credits beyond the Master's Degree. When thirty (30) or sixty (60) credit hours are earned, the teacher will move to Schedule A-2 or A-3.
- 4.3.3 To qualify for an increase in salary as a result of completed credit hours, the teacher must file with the Superintendent a transcript covering those hours: (i) not later than the last Friday in September for an increase to be retroactive to September 1st, or (ii) not later than the last Friday in February for an increase to be retroactive to February 1st. If the institution has not made a transcript available by the filing date, the teacher may instead file his/her own signed statement that the courses have been completed, but the teacher remains responsible for obtaining and filing a transcript as soon as the institution makes one available. Failure to produce the transcript will result in deduction of overpayments based on the signed statement.

4.3.4 A teacher will receive \$600 in addition to his/her Bachelor's plus thirty (30) hours salary for a Master's Degree in his/her field, or, in an approved field as stated in Section 4.3.1, Paragraph two (2) by moving to Schedule B1, B2, or B3. To determine if a teacher is eligible for a B2 or B3, a base of thirty (30) hours, which is included in the Master's Degree, will be used in calculating the Master's plus thirty (30) or sixty (60) hours.

1. When the degree does not state that it is in a certain field, the work for this degree shall contain at least eighteen (18) hours of work in the teacher's field or allied fields provided that fifteen (15) hours are in the teacher's major field. When a teacher does meet these requirements, he/she may apply for the Master's Schedule.
2. Degrees in other areas will not be honored until such time as a teacher changes his/her position to one in the field. (Examples: Administration, Supervision, Guidance, etc.)
3. Master's Degree in Elementary Education: A Master's Degree, including any sequence of courses acceptable toward the Degree, will be considered, except in educational administration, supervision, and guidance. Courses in these fields may not be used as a major.

4.4 **ADDITIONAL WORK**

4.4.1 The District agrees to reimburse teachers for additional work as set forth in Appendix B of this Agreement.

4.4.2 Every teacher who is requested by the District to participate in an inservice workshop shall be compensated at the rate set forth in Appendix B.

4.4.3 Teachers performing the duties of department chairperson will be compensated at the following annual rates:

YEAR	BASE	PER TEACHER	K-12 DUTIES
1995-96	\$752	\$144	\$122
1996-97	\$774	\$149	\$125
1997-98	\$798	\$153	\$129

In the event a teacher works in more than one (1) department, the per teacher compensation shall only be paid in the department for which he/she has primary responsibility. They will carry full teaching loads, but no extra duties nor any coaching or extracurricular assignment which will conflict with the performance of their department chairperson duties. Job descriptions and recruitment will be formulated by the Board of Education (following suggestions set forth by the Negotiating Team) and incorporated as policy in the Teachers' Handbook. Teachers in each department may submit written recommendations to administration concerning department chairperson appointments which the administration will in turn forward to the Board. Department chairpersons shall be appointed by the Board on recommendation of the administration for a two-year term; but, the District reserves the right to replace a department chairperson at the end of any year of his/her term. Department chairpersons shall be released from one (1) study hall, but will be treated the same as other teachers in assignment of duties (e.g., homerooms). Department chairpersons will be in the following areas:

Math	Science	Home Economics
Industrial Arts	Foreign Language	Library
English	Art	Health & Phys. Ed.
Social Studies	Music	Business Education
Special Education		

In the event there is an opening for department chairperson and no one in the department applies, the district need not fill the position.

4.4.4 The compensation of Head Teacher is established as follows:

YEAR	FENNER	TEMPLE
1995-96	\$3,417	\$2,539
1996-97	\$3,519	\$2,615
1997-98	\$3,625	\$2,694

Head Teachers will carry full teaching loads and may take extracurricular assignments to the extent that they do not conflict with the Head Teacher duties. Job descriptions will be determined by the Board of Education and incorporated as policy in the Teachers' Handbook. Head Teachers shall be appointed, on recommendation of the Superintendent, by the Board of Education for a two (2) year term; but, the District reserves the right to replace any Head Teacher at the end of any year of his/her term. When a current incumbent leaves a Head Teacher position, the compensation applicable to it will be renegotiated.

4.4.5 Team leaders will receive the same base pay and per teacher stipend as department chairpersons. The stipend will apply to a maximum of five (5) FTE team members.

4.4.6 Guidance counselors will be compensated one tenth (1/10) of their regular yearly salary for working twenty (20) days more than the regular teacher during the school's summer vacation.

4.5 PAY PRACTICES

4.5.1 Teachers will receive their salary payments by the same method they used the previous year unless a written notification of change is given to the District by the end of the first week of school. Teachers may elect to receive salary payments either bi-weekly or in twenty-six (26) installments. Pay days will occur every other Friday beginning with the second Friday of the school year.

4.5.2 When a regular pay day occurs within a vacation period during the school year, that pay day shall be advanced to the last day prior to the beginning of said vacation period.

4.5.3 Teachers attending summer sessions necessitating departure prior to the end of the school year will be paid their final summer payment on the last day of attendance with the prior approval of the administration.

4.5.4 All pay checks will be placed in sealed envelopes for distribution in the teachers' mailboxes in the building to which they are assigned or mailed to homes, when requested.

4.5.5 Two (2) banks will be designated by the District for direct deposit of teacher paychecks. A teacher who desires to have all his/her paychecks for the current school year deposited directly to the teacher's account in either of those banks shall so inform the District not later than the first Thursday after school opens for that year on a form provided by the District and signed by the teacher. Such teachers shall receive an earnings statement at the time they would otherwise receive their paychecks.

4.5.6 **NYSUT BENEFIT TRUST** - The District will provide check off under its regular procedure for teachers electing to participate in the NYSUT Benefit Trust.

4.6 OTHER COMPENSATION

- 4.6.1 Effective as of July 1, 1983, and thereafter, the District shall make available to each teacher covered by this Agreement and eligible therefor health insurance coverage under the Medical Benefits Plan, Dental Plan, and the Prescription Drug Plan of policy #100017, issued by the Chautauqua County School Districts; provided, however, that the coverage provided under each such Plan, taken as a whole, shall be at least equal to the corresponding coverage, if any, provided under paragraphs 4.6.1 and 4.6.2, respectively, of the 1981-83 Agreement between the parties. For each such teacher who chooses eligible employee coverage under the group policy, the District shall pay eighty-five (85%) percent of the monthly premium therefor. For each such teacher who chooses eligible employee and dependent coverage under the group policy, the District shall pay eighty-five (85%) percent of the premium therefor. The District shall make available to each teacher retired under the New York State Teachers' Retirement System and eligible therefor health insurance coverage under the same group policy, provided that the teacher's official retirement date is after June 30, 1971, and that the teacher had completed at least ten (10) years of service to the District by his/her retirement date. For coverage of each such retired teacher, the District shall pay five tenths (0.5%) percent of the monthly premium therefor. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulations of the Chautauqua County School Districts and the provisions of the group policy. When an eligible teacher retires, the teacher shall choose in writing whether to retain, in addition to basic and major medical, dental and/or prescription coverage; however, no new plan can be added once this election is made. After making this election, the retired teacher may also choose to delete any part of the coverage to the extent permitted by the plan; however, once made, such an election is irrevocable. The District's sole responsibilities with respect to the operation of such coverage shall be to: (i) keep the group policy in force, (ii) provide necessary data on reasonable request, and (iii) pay the percent of monthly premiums specified above.
- 4.6.2 Effective September 1, 1983, the District shall make available to each teacher covered by this Agreement and eligible therefor group term life insurance for which the District shall pay the premium for the first \$10,000 of face value. Each teacher who is eligible for such coverage shall be permitted once annually, not later than October 1st, to purchase higher amounts of coverage under the group policy through deduction of the additional premium required therefor from his/her paychecks. The operation of the life insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier and the provisions of the group policy. The District's sole responsibilities with respect to the operation of such coverage shall be to: (i) keep the group policy in force, (ii) provide necessary data on reasonable request, and (iii) pay the District contribution toward the monthly premiums specified above.
- 4.6.3 A single carrier shall be designated by the Association to handle a tax sheltered annuity program for teachers. A teacher who desires to participate in such a program by having deductions payable to the carrier made from his/her paychecks shall so indicate to the District on forms provided by the carrier and signed by the teacher.
- 4.6.4 Any full-time teacher with ten (10) years of service to the District who is eligible to receive benefits under the New York State Teachers' Retirement System (NYSTRS) and who elects to retire shall be credited with an amount determined pursuant to the formula opposite the year of eligibility applicable to the teacher below:

YEAR	BASE	SICK DAY CONVERSION
1	\$16,600	\$150 x number of days in excess of 100
2	\$14,000	\$120 x number of days in excess of 150
3	\$10,000	\$120 x number of days in excess of 150
4	\$ 8,000	\$120 x number of days in excess of 150
5	\$ 4,000	\$120 x number of days in excess of 150
6	\$ 0	\$120 x number of days in excess of 150

A teacher's first year of eligibility will commence as of the first day of the next school year after the teacher satisfies the minimum eligibility requirements under this paragraph 4.6.4 or another mutually-agreeable time determined by the District and the teacher and a copy of this agreement shall be given to the FEA.

To be eligible for a benefit hereunder, the teacher's retirement must be effective at the end of a semester and must be pursuant to ninety (90) calendar days advance written notice or at another mutually agreeable time determined by the District and the teacher and a copy of this agreement shall be given to the FEA.

The amount of the benefit derived hereunder shall be used to pay eighty-five (85%) percent of the cost of the then current District health insurance plan enrolled in by the teacher or the teacher's surviving dependent during retirement until the said amount is exhausted, or until the teacher or the dependent, becomes eligible for Medicare coverage (currently age sixty-five [65], in which case, the Medicare eligible person will no longer be covered hereunder), whichever occurs sooner. The teacher or dependent shall pay the remaining eighty-five (85%) percent of the cost. Upon the depletion of the amount of this benefit, the retiree or surviving dependent may remain enrolled in the District's said plan, provided that person shall be responsible to pay ninety-nine and five-tenths (99.5%) percent of the cost thereof, with the balance being paid by the District.

To receive the full amount of the benefit hereunder, the teacher must have twenty (20) years of credited NYSTRS' service. If the teacher does not meet this twenty (20) year requirement, the amount of the benefit shall be reduced to the percentage derived from dividing the teacher's years of service by twenty (20) and multiplying the result by one hundred (100).

4.6.5 In case of the death of a teacher or a retired teacher, the District shall continue to make available to the teacher's, or retiree's dependent(s), the coverage that had been selected by teacher or retiree before his or her death. If the teacher or retiree carried a family coverage plan and had only one (1) dependent, the dependent may change the coverage to the individual plan. The dependent(s) in this case shall pay for their own premium. The premium will be paid to the District by the dependent(s). This coverage shall be for the maximum period permitted by the by-laws of the District's insurance carrier.

4.6.6 **FLEXIBLE BENEFITS SPENDING PLAN** - The District will adopt a Flexible Benefits Spending Plan in accordance with Section 125 of the IRS rules under the following conditions:

1. The District shall assume the third party administrative cost up to an annual maximum of thirty-six (\$36) dollars per year, per participating employee. Participating employees shall assume administrative cost which exceeds the stated maximum.
2. Teachers may utilize the plan in accordance with IRS rules for:
 - A. Accident and health plans including medical or health insurance premiums
 - B. Group Term Life Insurance
 - C. Dependent care assistance
 - D. Reimbursement for medical, dental, or optical expenses
3. Unexpended money will be used to pay off excess administrative costs, if any, and unanticipated costs, if any, and the balance distributed equally back to plan participants.

4. The plan document may be altered by mutual agreement by the District and the FEA.
5. Eligibility for the plan would be the same as required for medical benefits under paragraph 4.6.1 of this Agreement.

4.7 REGISTERED NURSES (SCHOOL) ("RNs")

4.7.1 SCHOOL NURSES SALARY SCHEDULE

The salary for "RNs" will follow this hourly schedule:

Step 1	\$12.00
Step 2	\$12.55
Step 3	\$13.12
Step 4	\$13.71
Step 5	\$14.32
Step 6	\$14.97
Step 7	\$15.65

Nurses on Step 7 in the 1995-96 school year will receive a 4.28% increase in salary for the 1996-97 school year.

Nurses remaining on Step 7 in the 1996-97 school year will receive a 4.28% additional increase in salary.

The normal school year for RNs shall be one hundred eighty-five (185) days in length.

- 4.7.2 The following provisions of this Agreement do not apply to RNs: Sections 4.1, 4.2, 4.3, 4.4; paragraphs 5.3.1, 6.1.8, 6.2.4; Sections 7.1, 7.2 (except ¶7.2.2 per ¶4.7.7 below), 7.3, 7.4; paragraphs 7.6.4, 7.6.5; and Appendix A.
- 4.7.3 The dismissal, suspension and reduction in force provisions of the Civil Service Law shall be applied to RN positions and disputes concerning such matters and the application of such provisions of Law shall be handled by the procedures provided in such Law rather than by the grievance and arbitration provisions of this Agreement.
- 4.7.4 If New York State Law is revised permitting EIT to be paid to Civil Service School Nurses, the Association and District agree compensation will be made.
- 4.7.5 The "RNs" may be required to attend evening meetings which relate to their job responsibilities up to three (3) nights a year with no additional compensation.
- 4.7.6 The "RNs" will receive Annual Performance Reviews from their principals.
- 4.7.7 "RNs" will be eligible for the health insurance coverage provided to members of the unit. If a nurse is laid off he/she will receive the benefits covered in paragraph 7.2.2 of the Agreement.
- 4.7.8 The job description will be the same as written under Chautauqua County Civil Service job class titles. A copy is on file in the business manager's office.

ARTICLE 5.

ABSENCES

5.1 GENERAL

- 5.1.1 In all cases of leaves of absence, the time spent shall not be credited toward fulfillment of the three (3) year probationary requirement for tenure.

5.2 SICK LEAVE, BEREAVEMENT LEAVE, AND PERSONAL DAYS

5.2.1 Effective September 1, 1986, sick leave shall be at the rate of one and two-tenths (1.2) days per month, credited at the beginning of the teacher's work year for each month of anticipated work. Such advanced credit will be adjusted at the rate of one and two-tenths (1.2) days for any month not worked in a normal school year. Such leave shall accumulate to a maximum of one hundred ninety-five (195) days for 1986-87, and two hundred (200) days thereafter, provided that no more than fifty (50) such days may be used in any five (5) year period because of family illness. The fifty (50) days for family illness shall be in blocks of ten (10) days. At the end of each ten (10) day block, the district may request a doctor's statement that the teacher's care is necessary before the teacher can begin using days from additional blocks. As used in this paragraph 5.2.1, "family illness" means that the teacher's spouse, child, or other relative is ill and requires the teacher's personal attention. Three (3) days for personal business will be allowed for each teacher in addition to his/her sick leave. Personal business days will not be used for the purpose of extending a holiday or vacation period. Each year any unused personal business days will be converted to sick leave days and will then be included toward the maximum accumulation permitted above.

5.2.2 Bereavement leave will be granted in cases of death of a family member.

"Family member shall mean spouse, child, grandchild, grandparent, parent, parent of spouse, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian."

A maximum of five (5) such days may be utilized for each such occasion in a given year, three (3) of which will not be charged to sick leave. If more than three (3) days are utilized, the excess shall be charged to sick leave.

5.2.3 Any probationary or tenured teacher who has been terminated as a result of a reduction in force will be entitled to be paid 1/180th of his/her annual salary at the time of the reduction in force for each day of unused sick leave which he/she then had accumulated. Such payment shall be made one hundred twenty (120) calendar days after the last day of employment provided the teacher is not employed in a position in the district anticipated to last ninety (90) calendar days or more. The teacher may continue to extend receipt of the payment for the unused sick days in one hundred twenty (120) calendar day intervals.

5.2.4 Regularly appointed summer school teachers shall be entitled to up to two (2) sick leave days as detailed in this Section 5.2. Such sick leave will not be cumulative.

5.2.5 The number of sick leave days which a teacher had accumulated as of the previous week of school shall be shown on the stub of each of his/her paychecks.

5.2.6 SICK LEAVE BANK

A. Each teacher shall contribute to the Sick Leave Bank one (1) sick day per school year on September 1 of each year if the Bank's number of accumulated days is less than 650.

B. To be eligible to withdraw days from the Bank, the teacher's period of disability must exceed thirty (30) consecutive days.

C. A teacher may be granted the use of sick days from the Bank on the condition that the teacher has exhausted all of his/her current and accumulated sick days and that the sick days are to be used for personal illness and that such illness must have continued for at least five (5) school days after the employee's own sick days have been exhausted. The Sick Bank cannot be utilized for days when school is not in session (e.g. July and August).

D. The Bank will be governed by a committee composed of three (3) teachers appointed by the Association.

- E. A teacher must apply in writing, accompanied by a physician's statement, to request withdrawal of days from the Bank.
- F. The Bank Committee or the Superintendent may call for another and/or continuing medical evaluation verifying disability. Failure of the teacher to provide such verification in a timely manner shall be cause to terminate payment for days which have been allotted.
- G. A teacher may not withdraw more than one hundred twenty-five (125) days from the Bank during any five (5) year period. The cost of a per diem substitute shall be deducted from the teacher's salary for each day withdrawn from the Bank.
- H. Misuse of sick leave days from the Bank is a theft of service and the District is entitled to institute appropriate disciplinary action.
- I. The Association agrees to indemnify and hold the District harmless for any and all actions or judgments arising out of the Bank Committee's determination to allot days or not to allot days from the Bank.
- J. The Bank Committee shall provide any and all applications, medical evaluations, and the rationale for the granting or denial of sick leave bank days prior to the granting of such days to the Superintendent. The Bank Committee shall also promptly provide any and all medical evaluations of the teacher to the Superintendent, subsequent to granting days from the Bank.
- K. Additional time explained in (1-3) below may be used from the Bank if the teacher's total number of days withdrawn in a five (5) year period is at all times less than one hundred twenty-five (125) days.
 - 1. If, after a teacher returns to work and the most recent illness occurs, or is the cause of an illness, the thirty (30) day waiting period will be waived.
 - 2. If a doctor recommends, and the Sick Leave Bank Committee approves, a returning teacher to work half (1/2) days only, the other half (1/2) days will come from the Bank.
 - 3. Any teacher returning to work after an illness will be permitted to take up to ten (10) days during that school year from the Bank for any type of illness.

5.3 OTHER PAID ABSENCES

- 5.3.1 A teacher who has completed seven (7) years of service as such to the District since (i) his/her first day of work as such for the District or (ii) the completion of his/her last previous sabbatical leave if any (whichever is the later date) shall be eligible for a sabbatical leave of absence for a planned program of graduate study of at least the minimum hours to qualify as a full-time graduate student at an accredited institution. The leave shall be for one (1) school year (September 1 to June 30) or one (1) semester (fall or spring). The program of study must be one of direct benefit to the District. The teacher must make written application not later than February 1st of the preceding school year (if the leave will take place in the Fall) or September 15th of the then current school year (if the leave will take place in the Spring). The applications must be accompanied by (i) the detailed planned program of study (but details which are not available on February 1st shall be supplied as soon as made available by the institution), (ii) the teacher's written statement of his/her estimate as to how the program of study will directly benefit the District, and (iii) a written statement signed by the teacher that "I (name) _____ promise to return to teaching at the Falconer Central School District upon completion of my sabbatical leave and to remain employed as a teacher by the District thereafter for at least one (1) full school year unless released earlier by the District. If

I, at any time during such one (1)-year period, I acknowledge that I shall automatically become liable to pay, and I hereby promise to pay in consideration of being granted sabbatical leave, to the District an amount equal to the total salary paid to me by the District during my sabbatical leave." Up to two (2) qualified members of the faculty shall be granted sabbatical leave but no more than two (2) can be on leave at any one time. No two (2) teachers from the same elementary special area or the same secondary department shall be on sabbatical leave at the same time. During the leave, the teacher shall be paid at the rate of one-half (1/2) the salary (per Appendix A) which he/she would have received during the period of such leave and all such time shall be credited to the teacher's experience on the salary schedule. During the months of February and September, a Sabbatical Leave Committee (consisting of three [3] members appointed by the District and three [3] members appointed by the Association) shall review the application and shall forward the same, together with its recommendations, to the Superintendent not later than March 1st or October 1st, respectively. The Superintendent will forward the same, with his/her own recommendations added, to the Board of Education, by March 15th or October 15th as the case may be. Each applicant will be informed of the final action taken on his/her application not later than May 15th or December 15th. Upon returning from the sabbatical leave the teacher will present to the Board a report which states the benefits gained by the District for providing the teacher with the sabbatical. The teacher will also provide a transcript of all the course work completed during the sabbatical to the Superintendent within sixty (60) days of their return.

5.3.2 The District shall grant an overall total of thirteen (13) days of leave of absence for the purpose of conducting Association business without charge to the individual. Such leave is not to be deducted from personal leave days or from accumulated sick leave.

5.3.3 Any teacher, whose appearance at a grievance hearing is required by an arbitrator, shall be released without loss of pay and without charge against leave.

5.3.4 Any teacher covered by this Agreement whose attendance is required at any administrative or judicial proceeding arising out of his/her employment for the District will be released without loss of pay and without charge against leave.

5.3.5 The District will continue to make provisions for teachers to attend and will pay all costs for approved workshops, conferences and programs designed to improve the quality of instruction.

5.4 UNPAID ABSENCES

5.4.1 Any teacher covered by this Agreement and elected president, vice president, secretary, or treasurer of the New York State United Teachers or its national affiliates shall be granted an unpaid leave of absence not to exceed two (2) years in duration for the purpose of discharging the duties of such office. An unpaid leave of absence shall be granted to one (1) teacher for the purpose of providing full-time assistance to the New York State United Teachers in discharging its duties. Every leave granted pursuant to this paragraph 5.4.1 must begin on the first day of a semester and end on the last day of a semester. Such a leave cannot be extended. On return from such a leave, the teacher shall be placed in a position in his/her field of teaching if such a position is then in existence. On his/her return, he/she shall have restored to him/her all benefits (e.g., sick leave) if any, which he/she had accumulated on a time basis as of his/her last day of work for the District prior to the commencement of the leave. The time spent on such leave shall not be counted as time worked for the District for any purpose. Only one (1) such leave per year shall be granted.

- 5.4.2 Any teacher who has attained tenure, whose personal illness extends beyond a period compensated under Section 5.2 of this Agreement shall be granted a leave of absence without pay for such period of time which shall not exceed two (2) years.
- 5.4.3 Child-bearing and/or child-rearing leaves of absence without pay shall be granted to probationary and tenured teachers for up to a period of two (2) years. A separate request must be made prior to each contract period, when possible, to allow the District to secure an adequate replacement. This provision also pertains to the adoption of a child.
- 5.4.4 A teacher who has been on the staff of the District for a minimum of one (1) year shall be eligible for a study leave for a period of up to two (2) years, without pay. A teacher being granted a leave of absence for study in the field of education or in a field closely related to their current position shall advance on the salary schedule as he/she would have advanced had he/she been employed in the District. In all such cases, the teacher must be recommended by the administration and approved by the Board.
- 5.4.5 A teacher may apply for an exchange teaching assignment for a period not to exceed two (2) years in another State of the United States, country, or territory of either following five (5) years service in the District. The approval of such agreement is contingent upon the approval of the recommendation of the administration and approval by the Board. The teacher will also advance on the salary schedule as he/she would have advanced had he/she been employed in the District.
- 5.4.6 A teacher who has been employed in the District for a minimum of five (5) years shall be eligible for a leave of absence for a period not to exceed two (2) years to teach in schools maintained by the United States government. He/she shall advance on the salary schedule for the first year of outside service only as he/she would have advanced had he/she been employed in the District.
- 5.4.7 Upon request, any teacher covered by this Agreement shall be granted a leave of absence without pay for two (2) years to work with the Peace Corps, National Teachers Corps, Vista, etc., after five (5) years of teaching service in the District. Upon his/her return to the District, he/she shall advance on the salary schedule for the first year of outside service only as he/she would have advanced had he/she been employed in the District.

ARTICLE 6. SCHEDULES AND ASSIGNMENTS

6.1 ASSIGNMENTS GENERALLY

- 6.1.1 The county calendar will be followed with these exceptions:
- (1) The day following Labor Day shall be used for teacher orientation;
 - (2) The maximum number of days per year on which a teacher can be required to attend shall not exceed one hundred eighty-five (185); but, in unusual circumstances, the District may require one hundred eighty-six (186) or one hundred eighty-seven (187) days; and if it does, the 186th and 187th days to be observed will be established only after consultation with the Association;
 - (3) If the actual number of days on which a teacher has been required to attend is less than one hundred eighty (180) because of emergency school closings, the teachers may be required to attend on days other than those in the county calendar to a minimum of one hundred eighty (180) days for student instruction; and
 - (4) The second inservice day shall be on the day specified in the county calendar or on another day mutually agreed to by the Superintendent and the Association.

- 6.1.2 Teachers will be notified of their programs for the coming school year, including the school(s) to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will be teaching not later than June 10 or as soon thereafter as possible.
- 6.1.3 In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study according to law.
- 6.1.4 In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules not later than June 10th, or as soon thereafter as possible.
- 6.1.5 Special teachers shall not be required to average more total time during a weekly period than teachers in a regular teaching position.
- 6.1.6 Each basic, average, and advanced class requiring different preparation shall be considered a single preparation.
- 6.1.7 Combination grades, except ungraded primary, team-teaching situations, reading specialization groups, etc., shall be eliminated whenever possible.
- 6.1.8 Assignments for the following school year for extra-curricular activities will be posted as soon as they are determinable even if such assignments are only tentative. When volunteers for such assignments are needed, they will be sought in May for the following school year; but, if sufficient volunteers are not available, then non-voluntary assignments may be made. The incumbent teacher, if he/she desires to continue in his/her assignment, shall have preference over any other teacher for the succeeding school year unless the District can show cause for his/her replacement.
- 6.2 SCHEDULES GENERALLY**
- 6.2.1 Teachers are to work with students and make a regular effort to give individual and small group help before and after school as a part of their regular teaching position.
- 6.2.2 In the event of a necessity, a teacher may leave early after the close of the school day upon notification to and approval of the appropriate building principal or head teacher at Temple or Fenner.
- 6.2.3 Each teacher may leave after the closing of school at his/her own discretion on Fridays and on the days before holidays.
- 6.2.4 Teacher participation in extra-curricular activities will be voluntary, whenever possible.
- 6.2.5 Teachers (other than special area teachers, including reading teachers and guidance counselors) may only be required to attend one (1) evening Open House, one (1) evening grade level meeting, and one (1) additional evening meeting for parents of students assigned to them when such meetings are sponsored directly by the District. Guidance counselors and special area teachers, including reading teachers, will be required to attend no more than four (4) evening meetings. Nothing in this paragraph shall preclude voluntary attendance by teachers at other such meetings or programs of the District.
- 6.2.6 The teachers who are directly affected will be consulted concerning needs and convenience before In-Service Training Courses and/or work sessions are established and scheduled.
- 6.2.7 Teachers shall have a duty-free one-half (1/2) hour lunch period.
- 6.2.8 A teacher may leave the building to which he/she is assigned during his/her lunch period and/or his/her preparation period by signing out on the form provided by the District. If there is a bona fide emergency, the teacher may leave after notifying the building principal's office that he/she is leaving and of the nature of the emergency.

- 6.2.9 When possible, teachers will substitute in an emergency. Teachers substituting for other teachers will be paid one-eighth (1/8) of his/her daily rate per period substituted unless the relieved teacher suffers no loss in leave time.
- 6.2.10 The calendar shall include a half (1/2) day for elementary students in the middle of the first marking period, a half (1/2) day for elementary students at about the end of the first marking period unless an alternative mutually agreed upon schedule is arranged, but on all such days the teachers shall be in attendance for a full day and the half (1/2) day when students are not attending shall be scheduled for parent/teacher conferences. This shall not preclude teachers from holding parent/teacher conferences in addition to such days.
- Teachers shall use the afternoon of the inservice day at the end of the first semester for department/grade level meetings, or at the teacher's individual discretion, for parent/teacher conferences or for grading and related work.
- 6.2.11 Teachers shall be notified of faculty meetings at least one (1) day in advance by written notice placed in the teachers' individual mailboxes. Emergency meetings may be called by the Superintendent with less than twenty-four (24) hours notice, provided the Superintendent attends the meeting. Attendance at faculty meetings called with less than twenty-four (24) hours notice will be voluntary.
- 6.2.12 The hours of the school day for any teacher who performs duties in the Middle/Senior High School Building will be the same as those established for that Building. Teachers who are full-time core team members will be assigned a team homeroom, will receive one (1) preparation period and one (1) team period per day. Each team will continue to have "aide time" provided substantially equivalent to that provided to the sixth grade teachers and teams in the 1994-95 school year.

6.3 ELEMENTARY TEACHERS

- 6.3.1 When a teacher in a special area is in charge of an elementary school teacher's class, the regular teacher may leave the room. It is expected that the classroom teacher will remain until familiar with what is being presented. When a special area teacher is absent, every effort is to be made to provide a substitute.
- 6.3.2 Elementary teachers will not be required to supervise children who are eating lunch.
- 6.3.3 Every effort will be made to distribute preparation time evenly throughout the week for elementary teachers.
- 6.3.4 The time after lunch on the inservice day which follows the end of the second marking period will be used by elementary teachers for parent conferences; but, this shall not relieve such teachers from the obligation of holding such conferences at other times.
- 6.3.5 Elementary teachers will not be required to serve on more than two (2) committees. Teachers will not be required to stay more than ninety (90) minutes after the committee meeting begins during a normal school day. All teachers will serve, if asked, on at least one (1) committee.

6.4. SECONDARY TEACHERS

- 6.4.1 Every effort will be made that secondary school teachers shall not be assigned more than twenty-five (25) teaching periods per week. Secondary science teachers, whose instructional programs require laboratory periods, may be assigned in excess of twenty-five (25) teaching periods a week up to twenty-eight (28) periods a week, so long as classroom time does not exceed twenty-five (25) periods a week for teachers assigned twenty-six (26) or twenty-seven (27) teaching periods, or twenty (20) periods for those teachers assigned twenty-eight (28) teaching periods. To keep biology lab numbers small, the Regents biology teacher may be assigned twenty-six (26), twenty-seven (27) or twenty-eight (28) teaching periods per week. Special area teachers will be assigned at the discretion of the administration after consultation with the teachers. A special area teacher teaching six (6) classes may be assigned either a study hall or a homeroom, but not both. Secondary science teachers with teaching periods in excess of twenty-five (25) per week will not be assigned study halls opposite labs.
- 6.4.2 Secondary school teachers shall not be required to teach in more than two (2) subject matter areas.
- 6.4.3 All middle/high school teachers are to be in the Middle/High School Building with homeroom teachers in their rooms when homerooms are scheduled to be open.
- 6.4.4 There shall be an eighty (80) minute detention study hall on each school day in each of the High School and Middle School. These detention study halls may be combined if the total number of students does not exceed twelve (12).

ARTICLE 7.

PERSONNEL MATTERS

7.1 DISMISSAL AND SUSPENSION

- 7.1.1 A probationary teacher who is not to be continued in employment for the following school year (for reasons other than a reduction-in-force covered by Section 7.2 of this Agreement) will be so notified by April 15th of the current school year.
- 7.1.2 Procedure when tenure is not to be granted at the conclusion of the probationary period or when services are to be discontinued. A teacher may follow Section 3031 of the Education Law or the following:

The Board shall review all recommendations not to appoint a person on tenure, and, teachers employed on probation by the District, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the Board meeting at which it is to be considered. Such teacher must, not later than twenty-one (21) days prior to such meeting, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such teacher must file a written response to such statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting.

This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of the Boards of Education or Boards of Cooperative Educational Services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

If dismissal occurs, and if the teacher feels that he/she has been improperly dismissed, he/she may submit the matter through the grievance procedure or directly to paragraphs 3.4.4, 3.4.5, and 3.4.6 of said grievance procedure to binding arbitration.

- 7.1.3 No teacher will be suspended without pay and/or benefits.

7.2 **REDUCTION IN FORCE**

- 7.2.1 The District will attempt to assist teachers (both full and part time) terminated as a result of reductions in force in securing other employment. Teachers (both full and part time) to be put on a preferred eligible list as a result of reductions force to take effect the following September will be notified by June 30th.
- 7.2.2 A teacher laid off as a result of reduction in force will be permitted to retain health insurance coverage in the District's plan until such time as he/she obtains full-time employment or until the fourth anniversary date of his/her last day of work for the District, whichever occurs first. The cost of such coverage shall be borne solely by the affected teacher.
- 7.2.3 The Association shall be advised when reductions in staff are determined. Input from the Association on contemplated staff reductions will be actively solicited prior to final determinations of such reductions.

7.3 **OBSERVATION**

- 7.3.1 A probationary teacher shall be observed at least twice in each of his/her probationary years. Each observation shall be followed by a conference between the teacher and the observer not later than the tenth school day following the observation at which the teacher shall be given a copy of the observation report signed by the observer. At the conference, the teacher shall sign the District's file copy of the report. Not later than the tenth school day following the conference day, the teacher may submit a written, signed and dated response to the report and such response shall be attached to the District's file copy of the report.
- 7.3.2 Educational TV now in operation may be used periodically for evaluation and supervision with the permission of the teacher involved. The disposition of the program will be determined by that teacher.
- 7.3.3 Upon request, first-year teachers may be given the opportunity to visit and observe other teachers.

7.4 **VACANCIES**

- 7.4.1 Vacancies, promotions, and transfers: notice of vacancies will be posted. Candidates will be given consideration to fill vacancies from within the school system. At the time of the posting of the vacancy notice, a copy of the notice shall be sent to the Association president.
- 7.4.2 All openings for summer school and for adult education teachers will be publicized by the District and shall be posted in each school building, when possible, not later than forty-five (45) days prior to the said session. All teachers who feel that they are qualified for the positions posted are encouraged to send their applications to the Superintendent stating their interest and qualifications. Teachers concerned will be informed regarding personal interviews and any appointments will be publicized. Teachers best qualified for the positions, as determined by the Board of Education and administration, will be appointed to the positions. Summer school assignments shall be made by June 1.

7.5 **PERSONNEL FILES AND CONFERENCES**

- 7.5.1 A personnel file on each teacher will be kept in the District's central office. It shall contain the teacher's employment record with the District. The District will designate the location of this file and the person(s) in charge of it.

- 7.5.2 A teacher shall have the right during business hours to review the contents of his/her personnel file except for materials therein obtained by the District in the process of considering the teacher for employment. Such a review must be conducted in the presence of the person in charge of the file or his/her designee. The teacher may have an agent or representative of the Association accompany him/her during such review. During such review, the teacher, his/her agent or representative if any, and the person in charge shall each initial each document in the file (with the same exceptions as in the first sentence of this paragraph) and such initials shall be dated. Such initials shall indicate only that the persons initialing acknowledge that the document was in the file at the time of the review. If the teacher desires, he/she may submit a written, dated and signed response to any material (other than an evaluation) in his/her file and such response shall be attached to the material in the file to which it responds. Upon request, the teacher shall be given one (1) copy of any document in his/her file.
- 7.5.3 No material which evaluates a teacher's performance shall be placed in the teacher's personnel file until the teacher has had a formal conference and an opportunity to see, initial, and date it. A complaint by any person about a teacher's conduct shall not be placed in the teacher's personnel file until the teacher has seen it and initialed and dated it. The teacher's initials shall signify only that he/she has seen the report or complaint on the date indicated. At the time the teacher initials and dates the complaint or report, he/she shall be given a copy of it. No notes, letters, complaints or materials of an anonymous nature (i.e., not signed by the author thereof) will be placed in a teacher's personnel file. If the teacher so desires, he/she shall be given the opportunity to reply to an evaluation at the time it is given to him/her or within ten (10) school days thereafter, and such written reply shall be attached to the copy of the evaluation to be filed.
- 7.5.4 Personal conferences between teachers and administrators are encouraged. All conferences of a personal nature including teachers will be rendered in private office space.
- 7.5.5 During any teacher conference involving an administrator or agent of an administrator, there shall be no verbatim notes taken by a secretary or other third party nor shall electronic recording devices be used unless all parties to the conference agree that the note taking or recording devices are permissible. Nothing in this paragraph applies to grievance proceedings.
- 7.6 **DUTIES**
- 7.6.1 No teacher shall be required to perform custodial duties such as emptying trash, dusting erasers, washing boards, dusting or placing chairs on desks, or returning furniture to its proper place.
- 7.6.2 No teacher shall be required to transport a pupil in his/her personal automobile unless the teacher agrees.
- 7.6.3 Pupils' psychological, academic, and medical records are available to teachers in Health, Guidance, and/or Elementary Offices. Certain emergency conditions will be made known to teachers at the beginning of the year, or as soon as possible. It is also recognized that it is the responsibility of each teacher to make use of these sources to become familiar with the total record data of each pupil under his/her supervision. All teachers will study the records of the children throughout the school year.
- 7.6.4 Teachers will become familiar with the audio-visual materials and equipment and seek guidance and assistance from the audio-visual staff. There will be an attempt made by teachers, when possible, to make the learning process more interesting through the use of resource people, materials, and A-V equipment.

- 7.6.5 Job descriptions for all supervisory positions for which the FEA is the bargaining agent will be maintained in the Superintendent's Office, copies of which will be made available to the FEA by the District upon request.
- 7.6.6 The administration will seek volunteers from the grade 6-12 faculty for cafeteria supervision in lieu of a homeroom or study hall assignment.
- 7.6.7 Keeping of attendance registers will be centralized to relieve teachers of this duty.

ARTICLE 8. OTHER MATTERS

8.1 FACILITIES FOR TEACHERS

- 8.1.1 The District shall provide, where not now provided, the following upon request of any teacher and with the approval of the administration:
 - (1) A separate desk with a lockable drawer space for every teacher in the District.
 - (2) Chalkboard and bulletin board space in every classroom.
 - (3) Copies, exclusively for each teacher's use, of all texts, teacher's editions and manuals used in each of all courses taught.
 - (4) Dictionaries, appropriate to classroom needs in each classroom, plus an adult dictionary for the teacher's use.
 - (5) Papers, pencils, pens, chalk, erasers and other materials required in daily teaching responsibilities.
- 8.1.2 Clean and private washrooms and rest areas for men and women teachers have been provided by the District, where possible, and shall continue to be the objective of the District.
- 8.1.3 Special clothing and safety equipment used by teachers and required by the Board or by statute shall be provided by the District.
- 8.1.4 The District will continue to provide adequate parking facilities for the staff members, when possible.
- 8.1.5 Only designated office and clerical employees, excluding students, will be permitted to deposit materials in the teachers' downstairs mail boxes (high school).
- 8.1.6 All teachers shall have access to a telephone for business and emergency purposes. The telephone shall be located in the teachers' room in each building (note three phones; high school/middle school, Fenner, and Temple), unless another mutually agreed upon space is found.
- 8.1.7 The switchboard will be open at 8 a.m. each school day.
- 8.1.8 Locks on classroom doors will be provided upon request by the teacher involved.
- 8.1.9 The District will make available one copy of Hageny's Educational Handbook for School Boards for each school. This handbook will be kept in the school library in each school.
- 8.1.10 Provision will be made in each building for answering the office telephone during hours when teachers are required to be on duty in the building during the regular school day.
- 8.1.11 All teachers shall be entitled to attend, free of charge, all school activities in which the admission is governed by the District.

- 8.1.12 Each teacher in the District will receive a copy of the issues of the District Newsletter through the school mail system.
- 8.1.13 To the extent permitted by Board policy, children of Falconer teachers living outside the District shall be permitted to attend Falconer Schools.
- 8.1.14 All medical examinations and tests related to application requirements for new teachers shall be paid for by the District, provided that the teacher may be examined by his/her own physician at his/her own expense. All teachers will be notified in writing when standard immunizations will be given. These provisions shall also apply to teachers seeking a change of position within the system. Standard immunization provided free for the students shall also be provided free for all teachers.

8.2 PARAPROFESSIONALS

- 8.2.1 The Board recognizes and acknowledges the fact that the teacher's responsibility is classroom teaching, lesson-planning, general supervision, and accounting for all students whether in a formal instructional situation or supervising students in a body. Recognizing that the athletic and extracurricular programs are also a part of the total school experience, the teacher also has a responsibility in helping to direct the children in the areas of behavior when in supervised activity. Recognizing the above, the District will, upon recommendation of the administration and consultation with teachers, involve extra help in the form of monitors or non-teaching personnel to help expedite many of the routine jobs which the District feels would be outside the regular responsibilities of certified teachers.
- 8.2.2 Before paraprofessionals are hired and placed, teachers will be consulted as to where needs exist.
- 8.2.3 Student teachers shall not be assigned to a non-tenure teacher during his/her first two (2) years of experience, nor to an experienced teacher during his/her first year in the system, and in no case without the teacher's expressed agreement.

8.3 SUBSTITUTE TEACHERS

- 8.3.1 Any vacancy which is known in advance to last for at least a semester will be filled by a regular substitute appointed by the Board.
- 8.3.2 The Board shall continue to maintain a list of substitute teachers. Teachers shall be informed by their immediate supervisors of numbers to be called in order to report unavailability for work. This call must be completed, when possible, to the immediate supervisors between one (1) hour and fifteen (15) minutes and forty-five (45) minutes before opening time at the teacher's school.
- 8.3.3 Teachers may make recommendations for substitutes from the list maintained pursuant to paragraph 8.3.2 of this Agreement to replace them when they are absent.

8.4 MISCELLANY

- 8.4.1 It is the teacher's responsibility to maintain order and discipline in the classroom and shall receive administrative support in carrying out this responsibility when the methods of the teacher are within reason and, also, within the confines of the law. Teachers will refrain from sending less serious problems to the office. In cases which require severe disciplinary measures and situations where the child threatens to destroy the educational environment or poses a detriment to the health and welfare of the students in that classroom, it would be the responsibility of the teacher to notify the administration immediately so that appropriate steps can be taken by the school. In the case of parental contacts concerning the program or behavior of their children, the teachers involved will be notified and consulted as soon as possible and prior to the final disposition of the problem.

- 8.4.2 The Board will continually strive to provide a teacher-pupil ratio that will be in the best educational interests of both the student and the teacher. A Board-Administrative-Teachers Committee will be established to study and make recommendations concerning enrollments and their effect upon pupil-teacher ratios. The Commissioner's recommendations on class size should be followed whenever possible.
- 8.4.3 The District is not precluded from entering into agreement with other school districts and/or BOCES to provide instruction for pupils of the District. The District may also enter into agreements with institutions of higher learning for pupils to enroll in courses of such post-secondary institutions. The District is prohibited from sub-contracting instructional activities to proprietary organizations of learning; but, this shall not prohibit the appropriate authorities from placing a handicapped child with such an organization.
- 8.4.4 Special teachers and a pupil personnel staff for all grade levels shall continue to be provided.
- 8.4.5 The Board of Education shall continue to attempt to hold the number of new uncertified teachers employed to a minimum. When possible, the Board shall appoint certified teachers to fill all vacancies.
- 8.4.6 When necessary maintenance or emergency situations arise, the administration, after consultation with the teacher, will determine whether the situation warrants interruption of the classroom time.
- 8.4.7 Only announcements of an emergency nature shall be made during class instruction time.
- 8.4.8 The present manner of maintaining hallways, classrooms, and washrooms shall be continued.
- 8.4.9 All teachers are encouraged to take an interest and participate in all phases of curriculum, including experimental and innovative curriculum studies and programs. Experimental and innovative programs may be evaluated by the Association and recommendations made to the administration. Such recommendations will only be advisory in nature.
- 8.4.10 Teacher phone numbers will not be listed in the Student Handbook.

SUBSCRIPTION

In witness of all the foregoing, the authorized representatives of the parties have signed their names below on the dates indicated.

FOR THE DISTRICT:

on March 11, 1996

Robert E. [Signature]
Superintendent

FOR THE ASSOCIATION:

on March 11, 1996

Leland Carlson
President

MaryBeth Nelson
Recording Secretary

[Signature]
Chairperson, Negotiating
Committee

APPENDIX A-1
1995-96 SALARY SCHEDULE
(effective July 1, 1995)

STEP	A-1 BA	A-2 B+30	A-3 B+60	B-1 MA	B-2 M+30	B-3 M+60
1	27943	29173	30403	29773	31003	32233
2	28463	29693	30923	30293	31523	32753
3	28935	30165	31395	30765	31995	33225
4	29444	30674	31904	31274	32504	33734
5	29999	31229	32459	31829	33059	34289
6	30603	31833	33063	32433	33663	34893
7	31260	32490	33720	33090	34320	35550
8	32435	33665	34895	34265	35495	36725
9	34124	35354	36584	35954	37184	38414
10	35812	37042	38272	37642	38872	40102
11	37503	38733	39963	39333	40563	41793
12	39191	40421	41651	41021	42251	43481
13	40882	42112	43342	42712	43942	45172
14	42570	43800	45030	44400	45630	46860
15	44261	45491	46721	46091	47321	48551
16	46950	48180	49410	48780	50010	51240
17	50488	51718	52948	52318	53548	54778
18	51767	52997	54227	53597	54827	56057
19	52684	53914	55144	54514	55744	56974

APPENDIX A-2
1996-97 SALARY SCHEDULE
(effective July 1, 1996)

STEP	A-1 BA	A-2 B+30	A-3 B+60	B-1 MA	B-2 M+30	B-3 M+60
1	29243	30473	31703	31073	32303	33533
2	29743	30973	32203	31573	32803	34033
3	30263	31493	32723	32093	33323	34553
4	30735	31965	33195	32565	33795	35025
5	31244	32474	33704	33074	34304	35534
6	31799	33029	34259	33629	34859	36089
7	32403	33633	34863	34233	35463	36693
8	33060	34290	35520	34890	36120	37350
9	34235	35465	36695	36065	37295	38525
10	35924	37154	38384	37754	38984	40214
11	37612	38842	40072	39442	40672	41902
12	39303	40533	41763	41133	42363	43593
13	40991	42221	43451	42821	44051	45281
14	42682	43912	45142	44512	45742	46972
15	44370	45600	46830	46200	47430	48660
16	46061	47291	48521	47891	49121	50351
17	48750	49980	51210	50580	51810	53040
18	52288	53518	54748	54118	55348	56578
19	53567	54797	56027	55397	56627	57857
20	54484	55714	56944	56314	57544	58774

APPENDIX A-3
1997-98 SALARY SCHEDULE
(effective July 1, 1997)

STEP	A-1 BA	A-2 B+30	A-3 B+60	B-1 MA	B-2 M+30	B-3 M+60
1	30370	31600	32830	32200	33430	34660
2	30870	32100	33330	32700	33930	35160
3	31370	32600	33830	33200	34430	35660
4	31870	33100	34330	33700	34930	36160
5	32370	33600	34830	34200	35430	36660
6	32870	34100	35330	34700	35930	37160
7	33370	34600	35830	35200	36430	37660
8	33870	35100	36330	35700	36930	38160
9	34870	36100	37330	36700	37930	39160
10	36370	37600	38830	38200	39430	40660
11	37870	39100	40330	39700	40930	42160
12	39370	40600	41830	41200	42430	43660
13	40870	42100	43330	42700	43930	45160
14	42370	43600	44830	44200	45430	46660
15	44370	45600	46830	46200	47430	48660
16	46370	47600	48830	48200	49430	50660
17	48370	49600	50830	50200	51430	52660
18	50370	51600	52830	52200	53430	54660
19	52370	53600	54830	54200	55430	56660
20	54370	55600	56830	56200	57430	58660
21	56284	57514	58744	58114	59344	60574

1996-1997 Step 18 moves to Step 20 on the 1997-98 salary schedule.

1996-1997 Step 19 moves to Step 21 on the 1997-98 salary schedule.

APPENDIX B-1

SALARY SCHEDULE FOR COACHING

This schedule applies to all persons except those listed at the * below. Salary paid will equal the index number times the index value.

<u>SPORT</u>		<u>INDEX NUMBER</u>
BASEBALL	Varsity	7
	Junior Varsity	5
SOFTBALL	Varsity	7
	Junior Varsity	5
BASKETBALL	Varsity Boys'	9
	Varsity Girls'	9
	Junior Varsity Boys'	7
	Junior Varsity Girls'	7
	Middle School Boys'	5
	Middle School Girls'	5
BOWLING		4
CHEERLEADING	Varsity	3 per sport
	Junior Varsity	2 per sport
	Middle School	1 per sport
CROSS COUNTRY		6
FOOTBALL	Varsity	8
	Assistants	6
Coaches will be paid 1/5th of the index value per day for approved practice prior to September 1st.		
GIRLS' ACTIVITIES		4
GOLF		5
SOCCER	Varsity Boys'	7
	Junior Varsity Boys'	5
	Varsity Girls'	7
	Junior Varsity Girls'	5
TENNIS	Boys' Spring Tennis	6
	Girls' Fall Tennis	6

APPENDIX B-1 [continued]

TRACK	Boys'	7
	Assistant Boys'	5
	Middle School Boys'	3
	Girls'	7
VOLLEYBALL	Boys'	3
	Girls'	5
	Junior Varsity Girls'	4
WRESTLING	Varsity	9
	Varsity Assistant	7
	Middle School	5
DEBATE	Senior High	4
	Middle School	2.5
MARCHING BAND DIRECTOR	Period prior to school opening	3
	Covering the first ten (10) weeks of school or the end of the regular football season, whichever is longer.	3
PERCUSSION INSTRUCTOR		4.5

<u>INDEX VALUES</u>	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
1st	\$341.58	\$351.83	\$362.38
3rd	\$379.53	\$390.92	\$402.65

*For the following coaches, the percent number indicated will be multiplied by their base pay (not to include EIT monies) to determine their compensation. Any of these coaches who want to coach at a higher or lower level in the same sport, and have Board approval to do so, will remain on this percentage compensation method.

Baseball:	Dennis Meszaros - 6%
Basketball:	Ernie Strickland - 9%, Dennis Meszaros - 7%, Kathy Landers - 9%
Football:	Bill Race - 8%, Bill Davenport - 6%. (Both will be paid 1/5 of one [1] percent per day for approved practices prior to September 1st.)
Girls' Tennis:	Kathy Landers - 5%
Wrestling:	Bill Davenport - 9%
Marching Band Director:	Russ Germaine - 6%

**APPENDIX B-2
EXTRA-CURRICULAR SALARY SCHEDULE**

		<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
Athletic Director		2488.03	2562.67	2639.55
Girls' 30 second Clock Operator per game		29.53	30.42	31.33
Athletic Ticket Sales	Director - per night	48.93	50.40	51.91
	Ticket Seller-Ticket Taker and Supervisor per night must also stay for supervision at the home games	39.62	40.81	42.03
Class Advisors	7th Grade	101.22	104.26	107.39
	8th Grade	101.22	104.26	107.39
	Freshman may hold both	396.40	408.29	420.54
	Sophomore " " "	396.40	408.29	420.54
	Junior	691.57	712.32	733.69
	Senior*	801.23	825.27	850.03
	*To accompany class on senior trip			
Falconer Quiz Team (Radio Quiz & It's Academic)		826.52	851.32	876.86
Envirothon Team		826.52	851.32	876.86
Detention Study Hall per person, per day		32.75	33.73	34.74
Newspaper	Senior High - per issue	39.62	40.81	42.03
	Middle School - (5 issues) per issue	39.62	40.81	42.03
Compensation and production costs will be funded through the music department budget. The director of drama, a voluntary position paid at the rate indicated, will be responsible for the development of the portion of the budget, but not for the productions themselves.				
Drama		238.69	245.85	253.23
Supervision	Bus per trip	48.93	50.40	51.91
	Home Games per night	39.62	40.81	42.03
Supervisors at home games will be given added responsibilities				
Volleyball Scorekeeper		29.53	30.42	31.33
Student Council	Senior High	1909.57	1966.86	2025.87
	Middle School	1432.18	1475.15	1519.40
Yearbook 1st year	Publisher	1686.80	1737.40	1789.52
	Business	562.27	579.14	596.51
Yearbook 2nd year	Publisher	2024.14	2084.86	2147.41
	Business	674.71	694.95	715.80

Publisher and Business Manager (One person may do and
receive compensation for both positions at the same time.)

**APPENDIX B-2 [continued]
EXTRA-CURRICULAR SALARY SCHEDULE**

	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
Color Guard	396.40	408.29	420.54
FFA, FBLA, FHA	1193.49	1229.29	1266.17
Extra Pay			
Home Teaching per hour	23.62	24.33	25.06
Summer School and Summer CSE per hour	21.93	22.59	23.27
Inservice per hour	12.33	12.70	13.08
Curriculum Development per hour	18.56	19.12	19.69
Alternative Ed. Mentors per hour	21.93	22.59	23.27
<p>Mileage: All approved mileage will be reimbursed at the highest allowable deductible rate set by the Internal Revenue Service for the preceding calendar year. <u>Example:</u> The mileage rate for the 1994-95 school year will be the mileage rate allowed on the 1994 tax return (twenty-eight [\$.28] cents per mile).</p>			
Computer Coordinator	4126.98	4343.49	4473.79
(may not be assigned)			
Project Coordinator	4216.98	4343.49	4473.79
(may not be assigned)			
Advisors of clubs approved by the Board having state or national affiliation and participate in county, state or national functions shall be paid	1193.49	1229.29	1266.17
For each subject area club (local) approved by the Board not referred to herein the advisor will be paid	318.26	327.81	337.64
Football-Timekeeper			
Varsity - per game	39.62	40.81	42.03
Junior Varsity - per game	39.62	40.81	42.03
Middle School - per game	39.62	40.81	42.03
Basketball and Wrestling			
Timekeeper			
Varsity- per night	29.53	30.42	31.33
Scorekeeper			
Junior Varsity - per night	29.53	30.42	31.33
Middle School- per game	29.53	30.42	31.33
Track - Additional officials up to a maximum of seven (7) per meet			
Varsity- per meet	23.62	24.33	25.06
Middle School - per meet	23.62	24.33	25.06
Volleyball			
Boys'	39.62	40.81	42.03
Photographers	59.03	60.80	62.62
(Football, Basketball as needed by agreement of coach, Athletic Director and High School Principal)			

APPENDIX C

E.I.T. Agreement

This Agreement ("Agreement") is between the Falconer Central School District ("District") and the Falconer Education Association ("Association") and is entered into pursuant to Section 3602(27) of the New York State Education Law ("EIT Law") and the applicable Regulations of the Commissioner of Education.

This Agreement sets forth the determination of the parties, arrived at through separate collective negotiations pursuant to Article 14 of the New York State Civil Service Law, on the distribution of the EIT Law monies apportioned to the District.

This Agreement is subject to being approved by the membership of the Association and approved by the District's Board of Education.

As of the date this Agreement is signed by the representatives of the parties, there are no first, second, or third year teachers employed by the District being paid below the lesser of the base year regional or statewide median teacher salary for such teachers. However, this Agreement is subject to additions or subtractions resulting from staffing changes to which the provisions of subparagraphs (i), (ii) and (iii) of paragraph 5 hereof will apply.

The parties have determined that the available amount remaining for general distribution shall be distributed equally among the teachers serving in the negotiating unit except that:

- (i) the amount given to a regular part-time teacher shall be prorated according to the proportion between the number of hours per week for which that teacher is regularly scheduled to work and the number of hours per week for which a full-time teacher is regularly scheduled to work.
- (ii) the amount given to a teacher who (a) started after the first day of required teacher attendance for any school year this Agreement is in force (hereinafter "school year") or (b) terminated employment for any reason prior to the last day of required teacher attendance the school year, or (c) was on unpaid leave of absence for more than seven (7) days during the school year, shall be prorated according to the proportion between the number of days of required teacher attendance for the school year and the number of days during that school year for which the teacher was paid.
- (iii) the amount given to a teacher who was on sabbatical leave at less than full pay during the school year shall be prorated according to the proportion of pay which the teacher received while on such leave.

Calculations of EIT payments shall be rounded off to the nearest dollar.

EIT payments made pursuant to paragraph 5 shall be in addition to set aside payments made pursuant to paragraph 4 of this Agreement.

Forty (40%) percent of the EIT payments and set aside payments made pursuant to this Agreement shall be given to teachers eligible therefor in the last paycheck in December, 1988, and the remaining sixty (60%) percent thereof shall be paid in June, 1989.

The parties agree that the additional compensation afforded by this Agreement will only be paid if the District receives the EIT apportionment and the proposed distribution is not disallowed pursuant to Section 175.35(g) of the Regulations of the Commissioner of Education.

If the Commissioner of Education or his designee determines, pursuant to Regulation Section 175.35(g), that expenditures from the apportionment were not made in accordance with Education Law Section 3602(27), the parties shall meet immediately to negotiate a redistribution which shall be in accordance with the law and, if the apportionment was distributed prior to the Commissioner's determination, the monies for redistribution shall be obtained by deducting them from the salaries of the teachers who received the disallowed distributions.

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.

Agreed for the Falconer Central School District

Agreed for the Falconer Education Association:

By Robert E. Power
Superintendent of Schools

By Leland Carlson
President

Date: March 11, 1996

Date: March 11, 1996

By Barbara E. Jorjella
Negotiations Chairperson

Date: _____, 1996

Date: March 11, 1996

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