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Contract Database Metadata Elements

Title: **Franklin Square Union Free School District and Franklin Square Teachers Association (2004)**

Employer Name: **Franklin Square Union Free School District**

Union: **Franklin Square Teachers Association**

Local:

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AGREEMENT

**BOARD OF EDUCATION
FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT**

and

FRANKLIN SQUARE TEACHERS' ASSOCIATION

RECEIVED

DEC 16 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2004 through June 30, 2008

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TERM: The term of this Contract shall be four (4) years, commencing July 1, 2004 and terminating on June 30, 2008.

EFFECTIVE DATE: July 1, 2004

AFFIRMATION OF NO-STRIKE

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

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

I. PREAMBLE

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

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

II. RECOGNITION

The Board, having determined that the Association is supported by a majority of the employees in a unit composed of all professional, certified personnel (hereinafter referred to as "teachers"), excluding the Superintendent, Assistant Superintendents, Building Principals, Assistant Building Principals, Directors and those responsible for rating the performance of the teachers, hereby recognize the Association as the exclusive negotiating agent for the teachers in

said unit for the duration of this contract.

III. NEGOTIATION PROCEDURES

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

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

IV. TEACHER FILES

- A) Teachers shall have the right to review their official personnel files at any time, to make copies of material therein and to append remarks to any document in the files: said inspection shall take place in the presence of the Superintendent or his designee. The official personnel file is the file maintained by the Superintendent.
- B) Said Personnel Files shall include all observations, evaluations, year end reports, letters, memos and other documents pertaining to teachers' conduct, service, character and personality written by administrators and supervisors.
- C) No material may be added to said files unless the teacher has an opportunity to read the material and to affix his/her signature to it, and to append remarks to it. His/her signature shall not necessarily indicate approval or agreement; it merely signifies that he/she has seen the document.
- D) Any material in said files, proven to be erroneous or unjust, shall be removed.
- E) Observations shall be on the basis of the new observation form. The new observation form shall contain a space for the teacher to append his/her remarks. A teacher may request an additional observation if the first one is unsatisfactory.
- F) The Annual Evaluation Form shall be submitted to the teacher at least one

week prior to the close of the school year.

V. TEACHING CONDITIONS

A) Class Size

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

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

B) Hours

The teachers' school day shall be seven (7) consecutive hours inclusive of a lunch period. The teachers' school day shall be from 8:15 A.M. to 3:15 P.M. The students' school day shall be 8:45 A.M. to 3:00 P.M.

Effective July 1, 2000, the teachers' workday shall begin 30 minutes before the student day and conclude 15 minutes after the student day. It is understood that teachers shall perform professional duties, e.g., extra help for individual children, conferences with parents, preparation for teaching, staff development, and faculty meetings, provided such availability shall not increase the teachers' day beyond the current seven (7) hours. It is further understood that teachers may still be required to perform certain non-professional supervisory duties to the extent they have been doing so in the past. Except as set forth in this contract the teachers' day shall not extend beyond 3:15 PM. The use of these time periods shall be as determined by the Superintendent of Schools and/or the Building Principal. However, the parties agree that the regular student school day shall not be extended. This time at the beginning and at the end of the teachers' school day shall not be considered as preparation time under the provisions of Section E, Preparation Time, below.

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

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

during the lunch period. Following reasonable consultation and discussion, Administration shall develop such guidelines in the absence of FSTA agreement.

C) Variable Hours

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

D) Meetings

The District may hold no more than one district-wide after school meeting per year. Each teacher must attend no more than two additional after school meetings which shall be conducted on other than a district-wide basis as determined by the Superintendent of Schools, provided the teachers shall receive two weeks notice of the date, place and time and agenda of each District and school meeting and each such meeting shall conclude no later than 5:00 p.m. The District shall make every effort to hold such meetings on Monday.

E) Preparation Time

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

A classroom teacher shall not be required to remain with his/her class while the librarian is teaching the class; however, the classroom teacher shall be required to be present while books are being selected.

While special teachers are in the classroom, kindergarten teachers need not remain and shall use said time for preparation.

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

No teacher shall receive less than 40 consecutive minutes per day for prep time, except Kindergarten teachers, who shall receive a minimum of four 30 consecutive minute prep periods per week for the A.M. session and four 30 consecutive minute prep periods per week for the P.M. session.

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

The District shall provide compensation for missed preparation periods not resulting from a District conference or staff development day (workshops conducted by School District during work hours) at the rate of \$35.00 per missed preparation period during the term of this Agreement, which will be paid twice annually (February for the period from September 1 through January 31, and June for the period from February 1 to June 30). This provision shall be in effect from July 1, 2004 through June 30, 2008, and shall be deemed to expire and be of no force and effect thereafter unless specifically continued by further written agreement of the District and the FSTA.

F) Job Security - Recall Rights

If the position of a tenured teacher is abolished and if said teacher is certified in another area in which there is a vacancy anywhere in the district, the teacher shall be appointed to the vacancy, provided no other excessed teacher is more senior in the tenure area in which the vacancy occurs.

If a position is abolished, the teacher with the least service within the tenure area of that position, must be the person dismissed. The teacher's name then must be placed on a preferred eligible list and the teacher is entitled to reinstatement whenever, within seven (7) years, a vacancy in the tenure area occurs as required by the tenure law.

If a tenured teacher's position is abolished and the teacher accepts another position within the district, the teacher shall be placed on the district's preferred eligible list and be entitled to reinstatement should the abolished position be recreated.

If two (2) or more teachers are on the district's preferred eligible list and if an abolished position in their tenure area is reopened, the one with the most seniority in that tenure area in the district shall be appointed to the recreated position.

If the position is abolished of a non-tenured teacher who has served satisfactorily for at least a year, said teacher shall be placed on the Itinerant Substitute List in his/her certified area and shall be given preference in assignment as a substitute teacher.

G) Conference Time

Kindergarten teachers shall be given time during the school day to meet with parents to take care of the mandated reporting periods.

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

Teachers shall be required to attend one after school session for parent/teacher conferences to commence immediately after student dismissal and continue for two hours. In addition, teachers shall be required to attend one - two and one-half (2 ½) hour evening session for parent/teacher conferences to be held in conjunction with, but not on the same day as, the after school session. The dates for these conferences and the starting time for the evening conference shall be determined by the Board of Education in accordance with Article XX.

H) Machine Marking of Tests

New York State Tests for grades 3 and 6 shall be machine scored. Standardized achievement tests for grades 1 through 6 shall be machine scored.

If a new standardized test is selected that has either machine scoreable or hand scoreable forms, the machine scoreable forms shall be adopted.

VI. REPLACEMENT OF ABSENT TEACHERS

A) Certified Teacher Lists

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

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

B) Unassigned Teachers

An unassigned teacher shall retain all salary and tenure rights.

VII. INVOLUNTARY TRANSFERS

- A) If a reduction in the number of teachers in a school, or a grade level within a school necessitates the transfer of teachers, the Superintendent shall, to the extent reasonably possible, notify all affected teachers by May 15, and ask for volunteers. Volunteers, including those who have submitted grade and school preference sheets shall be used to the extent possible, subject to the needs of balanced

staffing in the schools.

- B) Other involuntary transfers shall take place only if the teacher has been notified at least one week in advance, unless the teacher agrees to a shorter period of time, and the teacher has had a meeting with the Superintendent, or his/her designee, to discuss the reasons for the transfer. There shall be no discrimination against any teacher on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with activities of any employee organization. The teacher may initiate a grievance at Formal Stage II of the grievance procedure if he/she is dissatisfied with the reasons for his/her transfer.

VIII. PROMOTIONS, VACANCIES AND TRANSFERS

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

IX. USE OF FACILITIES

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

Superintendent.

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

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

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

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

XII. LEAVES OF ABSENCE

A) Annual Leave Days

1. Absence from duty because of sickness or personal reasons shall be excused with full pay on the basis of:
 - a. 13 days per year for those employees who have served this district fewer than 3 years.
 - b. 15 days leave per year for those employees who have served this district for more than 3 years.
 - c. (1) Personal Illness: Annual leave days may be utilized for personal illness, without limitation, to the extent accumulated days are available. Personal illness shall include hospital or doctor's visits, to the extent that such visits cannot reasonably be scheduled outside of school hours.
 - c. (2)(i) Family Illness: Up to ten (10) annual leave days in a school year may be utilized for purposes of caring for a teacher's spouse, child, parent or domestic partner and/or for a grandparent residing in the same household, unless an extended period is authorized by the Superintendent. Except in emergencies, the use of annual leave days pursuant to this paragraph (c)(2)(i) requires prior notification to the Superintendent.
 - c. (2)(ii) Teachers may utilize annual leave beyond the ten (10) days provided for in paragraph (c)(2)(i) for the care of a spouse, child, or parent for a serious health condition within the meaning of the Family and Medical Leave Act for a period of up to a total of twelve (12) weeks, with

pay to the extent of accrued annual leave and without pay following exhaustion of accrued annual leave. Except in emergencies, use of annual leave pursuant to this paragraph (c)(2)(ii) requires prior notification to the Superintendent, and the Superintendent may request the teacher to provide medical evidence of the illness and/or evidence of the necessity of the teacher's caring for the family member.

c. (3) Personal Leave: Teachers shall have the right to utilize annual leave for personal reasons, with up to three (3) annual leave days utilized in a school year annually for personal reasons as hereinafter defined, with a minimum of two (2) days prior written notification to the Superintendent (excepting emergencies) with reasons cited on prescribed forms. Use of annual leave days for personal reasons beyond the first three (3) days shall require the prior approval of the Superintendent. Personal reasons are defined as follows:

1. Legal matters, including house closings, income tax hearings, adoption proceedings, court appearances, probate proceedings, and the like;
2. Ceremonies such as family weddings, graduations, and religious exercises;
3. Household moving;
4. Funeral attendance/bereavement for family members not specified in Article "XII(A)(5)";
5. Religious holidays;
6. Illnesses not covered in paragraph (c)(2)(ii), in the sole discretion of the Superintendent;
7. Any other reason approved by the Superintendent in his sole discretion.

c. (4) In the event that the Superintendent denies a request for the use of annual leave, the FSTA and the teacher shall have the right to meet with the Superintendent to discuss the denial.

2. Annual leave days shall be cumulative.
3. For extended leave beyond accumulated annual leave days, an employee of this district, upon the recommendation of the Superintendent and the approval of the Board, shall be paid at a salary and for a period of time to be determined by the Board.

4. Teachers contracting a childhood disease must:
 - a. Produce a physician's certificate attesting to the fact that the teacher has had the disease.
 - b. Prove through the school nurse that a case of said disease was present in the teacher's class.

When the above documents have been forwarded to the Superintendent, the teacher shall be granted annual leave credit for the period of absenteeism due to this illness without deduction from his/her accrued annual leave.

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

B) Child Rearing Leave

1. General Statement

The Board shall grant a leave of absence without pay for child rearing leave to a professional employee upon his/her written application therefor. Said application must be made within thirty days following the birth or adoption of a child.

2. Duration

Such leave shall be granted but shall terminate on August 31. In no event, shall such leave exceed two years, except that in the event that the September return date exceeds one or two years, as the case may be, the applicant may have the option to accept such leave expiring on the August 31 next following the one or two year leave.

Teacher must notify district in writing by no later than May 15th of the intention to return to work in September. In the event that there are extenuating circumstances, a teacher may request the Board to extend the May 15th deadline, but such extension shall not exceed June 15th. Such extension will not be unnecessarily withheld.

3. To the extent required by applicable law, the Annual Leave provisions of

this agreement apply to any disability caused by pregnancy.

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

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

C) Jury Duty

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

D) Military Leave

1. Except as otherwise provided in "2" a professional employee is entitled to leave of absence while engaged in the performance of military duty and shall be reinstated after the termination of such military duty provided application is made for such reinstatement within ninety (90) days after termination of such military duty.
2. A teacher inducted into the armed forces of the United States shall receive probationary credit for the time absent on military duty. However, if the end of the probationary service occurs while the teacher is on military duty, or within one (1) year following the termination of such military duty, his/her period of probationary service will be extended for a period not to exceed one (1) year from the date of termination of such military duty but in no event for a period of probationary service in the actual performance of teaching services, exclusive of military service, beyond that required at the time of his/her entry into military service. A probationary teacher may not become a tenured teacher automatically while in the armed forces but must complete any extended period of probationary service prior to becoming eligible for tenure.

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

E) Professional Leave

1. The Board may authorize leave of absence, without pay, of not exceeding one (1) year to any professional on tenure for the purpose of professional study, service to a professional organization, research or travel. Such leave of absence shall not be deemed service for the purpose of Policy 4152(b) but shall not effect the continuity of employment.
2. Upon application to, and approval by the Superintendent, a professional employee may be absent without loss of pay or annual leave days for any of the following reasons:
 - a. To serve as representative of this school district at a meeting of the New York State Retirement System.
 - b. Professional visits to another school.
 - c. Attendance at teacher's conference and meetings.
 - d. Fulfilling a speaking engagement at which some aspect of education is the subject matter, for which no compensation is received.
3. Reimbursements for necessary expenses to be incurred in connection with "2a", "b", "c" and "d" above must be approved in advance by the Superintendent. Request for such reimbursements shall be filed with the Superintendent, on forms prescribed by the Superintendent, sufficiently in advance of the occasion for which leave is requested.

F) Fellowship or Grant Leaves

Any professional employee who has attained the status of tenure and who is undertaking a program as a matriculated student under a fellowship or grant in an approved institution shall receive the difference between said fellowship,

scholarship, or grant and the employee's regular salary, upon the recommendation of the Superintendent and approval of the Board.

G) Sabbatical Leave

A sabbatical leave of absence of one (1) school year or one (1) school term may be granted by the Board to any professional employee on written application on a form provided by the Superintendent upon the following conditions.

1. Recommendation of the Superintendent
2. No more than one (1) member of the professional staff shall be granted sabbatical leave for purpose of college or university work, at the amount which would be paid for regular attendance in the performance of his/her duties, provided he/she has completed at least fourteen (14) years of continuous satisfactory service in this district without previously having been afforded a sabbatical leave during such period.
3. In the event a fourteen (14) year sabbatical leave is granted pursuant to "2" above, no more than three (3) members of the professional staff shall be granted, in the same school year, sabbatical leave for purposes of professional travel, study or reasons of health, at one-half the amount which would be paid for regular attendance in the performance of their duties, provided they have completed at least seven (7) years of continuous satisfactory service in this district without previously having been afforded a sabbatical leave during such period.
4. In the event no fourteen (14) year sabbatical leave is granted pursuant to "2" above, no more than four (4) members of the professional staff shall be granted, in the same school year, a seven (7) year sabbatical leave at half pay pursuant to and in accordance with the provisions of "3" above.
5. No period of service rendered prior to the period of sabbatical leave, shall thereafter be available as a basis of sabbatical leave.
6. Application for a seven (7) year or fourteen (14) year sabbatical leave for the first term of the school year must be filed with the Superintendent no later than March 1st for the preceding school year. Application for such leave for the second term must be so filed not later than October 1st immediately preceding. The application shall state fully that purpose or purposes for which leave is requested. Dates for filing shall be waived in the event that the application is for health purposes.

7. Upon termination of said leave, the applicant shall resume his/her service at the opening of the ensuing school term and continue for not less than two (2) full terms. A professional employee shall receive no compensation while on sabbatical leave in any outside employment without prior written approval of the Board.
 8. An application for leave of absence for improvement of health must be accompanied by a certificate of the district medical inspector as to the necessity therefor.
 9. An applicant must have used all of his/her accumulated annual leave before a sabbatical leave for health purposes may be granted. Sabbatical leave for health purposes shall not exceed one (1) year.
 10. The period of sabbatical leave shall count as regular employment in this school district except as otherwise provided.
 11. Such professional employee upon return from sabbatical leave shall submit, in writing, to the Superintendent a report concerning his/her travels or study. This report should include an evaluation and appraisal of the leave. The report should be submitted not later than 4 months after the employee's return. This report shall be circulated among Board members and placed in the professional library for use of members of the professional staff.
 12. Teachers requesting a half year sabbatical leave must be willing to assume an unassigned position for the other half of the school year.
- H) Release time for any teacher involved in any type of litigation dealing with Association matters, if subpoenaed, shall be granted.

XIII. COMPENSATION

Annual Salaries for the four year term of this Agreement shall be as follows:

- Year 1: Step + 3.3%
- Year 2: Step + 3.3%
- Year 3: Step + 3.1%
- Year 4: Step + 3.1%

- A. The salary schedule for the 2004-05 school year shall be annexed as Schedule A;
- B. The salary schedule for the 2005-06 school year shall be annexed as Schedule B;
- C. The salary schedule for the 2006-07 school year shall be annexed as Schedule C;

D. The salary schedule for the 2007-08 school year shall be annexed as Schedule D;
Note: All unnecessary BA columns on the salary schedules shall be deleted.

DEFINITIONS OF CLASSES ON SALARY SCHEDULES

Class 1 - BA or equivalent

Class 2 - 15 hours of approved credit beyond and subsequent to the BA.

Class 3 - 30 hours of approved credit beyond and subsequent to the BA.

Class 4 - MA or 45 hours of approved credit beyond and subsequent to the
BA.

Class 5 - 60 hours of approved credit beyond and subsequent to the BA or
15 hours of approved credit beyond and subsequent to the
MA.

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

Class 7 - Professional Diploma or 45 hours of approved credit beyond and
subsequent to the MA or 90 hours of approved credit
beyond and subsequent to the BA.

Professional employees on Class 1 hired after July 1, 1962, shall not
advance beyond Step 15.

- E) All teachers who have a doctoral degree shall receive a stipend over and above their salaries in the amount of \$600.00.
- F) Teachers who have received a differential for special education during the 1999-2000 school year and who thereafter continue in a special education assignment shall continue to be entitled to receive such a \$500.00 differential. Teachers hired on or after July 1, 2000 shall not be entitled to receive the differential.
- G) The school psychologist shall receive an additional sum of \$800.00 per year.
- H(1). Teachers employed (by the District) for summer recreation shall receive compensation, as follows:

Effective 7/1/04	\$2,268.32
Effective 7/1/05	\$2,343.17
Effective 7/1/06	\$2,415.81
Effective 7/1/07	\$2,490.70

- H(2). Teachers employed (by the District) for summer school shall receive compensation, as follows:

Effective 7/1/04	\$39.49 per hour
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Effective 7/1/05	\$40.79 per hour
Effective 7/1/06	\$42.05 per hour
Effective 7/1/07	\$43.35 per hour

I) Chairpersons shall be paid additional sums as follows:

Effective 7/1/04	\$775.14
Effective 7/1/05	\$800.72
Effective 7/1/06	\$825.54
Effective 7/1/07	\$851.13

J) Teachers employed for home instruction shall be compensated at the following rate:

Effective 7/1/04	\$39.49 per hour
Effective 7/1/05	\$40.79 per hour
Effective 7/1/06	\$42.05 per hour
Effective 7/1/07	\$43.35 per hour

K) Teachers engaged in working on curriculum during the summer months shall be compensated at a rate of \$360 per week.

L) The establishment of extra curricular clubs shall be subject to the approval of the Board. The type of extra-curricular clubs and the frequency of sessions shall be at the discretion of the Board. Teacher participation shall be on a voluntary basis and teachers shall be paid \$30.00 per hour, effective 7/1/00, and \$32.00 per hour, effective 7/1/03. Sessions not to exceed one hour.

M) The salary schedule columns BA+90, BA+60, BA+45 shall be excluded for newly hired teachers after July 1, 1976. The BA+30 salary schedule column shall be excluded for all teachers appointed after the date of signing this new contract.

Adjustments of salary status shall occur on October 1st, or March 1st, but shall be retroactive to the payroll period following the completion of course work.

The teacher shall file for such adjustments on District forms provided for this purpose at least thirty days prior to the completion of course work. Official transcripts must be forwarded to the Superintendent prior to any change in salary classification.

N) All final salary checks of the school year shall be distributed in the forenoon of the last day of school, providing all building and district records are completed.

O) A Permanent Substitute who is hired to teach a full day on or before February 1 of a

given year shall be placed on Step 1 of the individual's appropriate preparation column and shall advance with each year's subsequent experience within the District. If given a probationary appointment, that individual shall then be placed on the appropriate step as regular staff.

- P) Teachers who act as chaperones shall be paid at the following rates per night, for overnights only:

Effective 7/1/04	\$72.25
Effective 7/1/05	\$74.63
Effective 7/1/06	\$76.95
Effective 7/1/07	\$79.33

- Q) Teachers performing additional services for special programs not specified in the foregoing provisions shall be paid at the rate of \$35.00 per hour for such special services, unless the FSTA and the Board agree upon a different rate of compensation.
- R) The rate of compensation for presenting workshops will be \$50.00 per hour effective 7/1/00 and \$55.00 per hour effective 7/1/03.
- S) Salary will be paid based on twenty-six (26) pay periods annually; employees shall have the option to receive pay for the summer as part of the last check in June.
- T) Teachers shall be provided the option of having salary paid through direct deposit to a banking institution designated in writing by the teacher.
- U) AIS Instruction: After-School Supplemental. Teachers performing AIS After-School shall be compensated at the following rates:

Effective 7/1/04	\$54.90 per hour
Effective 7/1/05	\$56.71 per hour
Effective 7/1/06	\$58.47 per hour
Effective 7/1/07	\$60.28 per hour

XIV. HOSPITALIZATION

A) Health Plan

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

The Board agrees to pay the following percentages of the cost of the individual and

dependent basic state plan or that same amount of money toward the payment of the other two options (GHI, HIP):

Effective July 1, 2004:	90%
Effective July 1, 2005:	88%
Effective July 1, 2006:	88%
Effective July 1, 2007:	85%

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

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

B) Opting Out Plan

Teachers may voluntarily waive coverage under the medical insurance program provided for in this Agreement by notifying the District in writing by June 1 of their desire to do so for the subsequent school year.

Teachers who waive such coverage shall receive in the following June a lump sum payment added to their gross salary equal to fifty percent (50%) of the premium the District would have otherwise paid on their behalf.

Any teacher who has waived coverage under this provision shall be reinstated in the medical insurance plan and coverage shall commence thirty (30) calendar days after the District receives written notification of request for reinstatement from the teacher.

Teachers who are thus reinstated after having waived coverage shall receive in June a pro-rata share of the annual lump sum payment that would otherwise have been due them.

Teachers entering service after June 1 may opt to waive coverage under these provisions within thirty (30) days of their employment. In such cases, the lump sum payment shall be pro-rated to reflect fifty percent (50%) of the premium costs that otherwise have been incurred by the District.

The opting out plan may be discontinued at any time upon mutual agreement of the Board and the FSTA if the School District's auditors advise that the

continuation of this benefit will be taxable to those teachers receiving health insurance benefits.

C) Benefit for Retirees

The District agrees to extend its current practice of providing effective July 1, 2004: 90%; effective July 1, 2005: 88%; effective July 1, 2006: 88%; and effective July 1, 2007: 85% health benefits for individual and family coverage to persons who retire between July 1, 2004 and June 30, 2008, at which time the benefit shall be reduced to the minimum allowed by Civil Service Law.

D) Flexible Benefits

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

XV. DENTAL PLAN AND LIFE INSURANCE

A) Dental Plan

The Board shall pay \$500.00 per teacher toward the cost of an individual dental insurance plan. A teacher may purchase family coverage at his/her own expense under the same plan by payroll deduction. The Association shall have the right to recommend the insurance carrier and agent to the Board. Any dividends accruing shall be used to improve the plan. The Association shall have the right to secure any information from the insurance company or its agent.

B) Life Insurance

The Board shall pay the full cost of providing life insurance policies in the amount of \$8,000 per teacher.

XVI. WORKERS' COMPENSATION

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

XVII. TERMINAL LEAVE

During the final year of service, teachers shall, upon duly executed application,

receive additional salary at retirement, on the basis of one (1) day for each three (3) days of accumulated and unused annual leave at the rate of pay hereinafter set forth.

Compensation shall be on the basis of 1/200 of the teacher's final year salary times 1/3 of the number of accrued unused annual leave days at the rate of pay prevailing during the last school year of actual service.

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

XVIII. RETIREMENT INCENTIVE

Retirement Incentive.

- (A) At the conclusion of the 2004-05 school year, teachers who first became eligible for retirement into the New York State Teachers retirement System prior to July 1, 2001, and who have been in active, full-time continuous service in the school district since at least July 1, 1998, shall qualify for payment of a lump sum equivalent to thirty (30%) percent of their final year's salary, if they retire at the conclusion of the 2004-05 school year, with written notice submitted to the School District no later than December 1, 2004. Such retirement incentive payment is in addition to the terminal leave payment authorized under Article "XVII" above.

Alternatively, at the conclusion of the 2004-2005 school year, teachers who first became eligible for retirement into the New York State Teachers Retirement System and attained the age of 55 prior to July 1, 2001, and who have been in active, continuous full time service in the school district since at least July 1, 1998, may elect payment of a lump sum equivalent to sixty (60%) percent of accrued unused annual leave days, in lieu of both the thirty (30%) of final salary of the preceding paragraph and the "one for three" terminal leave provisions in paragraph "XVII" above.

Any employee desiring to retire at the conclusion of the 2004-05 school year pursuant to this Section "A", shall submit written notice to the School District no later than December 1, 2004.

- (B) At the conclusion of the 2005-06 school year, teachers who first became eligible for retirement into the New York State Teachers retirement System between July 1, 2001 and June 30, 2004, and who have been in active, full-time continuous service in the school district since at least July 1, 1998, shall qualify for payment of a lump sum equivalent to thirty (30%)

percent of their final year's salary, if they retire at the conclusion of the 2005-06 school year, with written notice submitted to the School District no later than December 1, 2005. Such retirement incentive payment is in addition to the terminal leave payment authorized under Article "XVII" above.

Alternatively, at the conclusion of the 2005-2006 school year, teachers who first became eligible for retirement into the New York State Teachers Retirement System and attained the age of 55 between July 1, 2001 and June 30, 2004, and who have been in active, continuous full time service in the school district since at least July 1, 1998, may elect payment of a lump sum equivalent to sixty (60%) percent of accrued unused annual leave days, in lieu of both the thirty (30%) of final salary of the preceding paragraph and the "one for three" terminal leave provisions in paragraph "XVII" above.

Teachers who were eligible for retirement into the NYSTRS at anytime prior to July 1, 2001, shall not qualify for any retirement incentive under this Section "B".

Any employee desiring to retire at the conclusion of the 2005-06 school year pursuant to this Section "B", shall submit written notice to the School District no later than December 1, 2005.

- (C) At the conclusion of the 2005-2006 school year, teachers who first become eligible for retirement into the New York State Teachers Retirement System between July 1, 2004 and June 30, 2006, and who have been in active, full-time continuous service in the school district since at least July 1, 1998, shall qualify for payment of a lump sum equivalent to thirty (30%) percent of their final year's salary, if they retire at the conclusion of the 2005-2006 school year, with written notice submitted to the School District no later than December 1, 2005. Moreover, such retirement incentive payment is in addition to the terminal leave payment authorized under "XVII" above.

Alternatively, at the conclusion of the 2005-06 school year, teachers who are eligible for retirement into the New York State Teachers Retirement System and attain the age of 55 years between July 1, 2004 and June 30, 2006, and who have been in active, continuous full-time service in the school district since at least July 1, 1998, may elect payment of a lump sum equivalent to sixty (60%) percent of accrued unused annual leave days, in lieu of both the thirty (30%) of final salary of the preceding paragraph and the "one for three" terminal leave provisions in Article "XVII" above.

Teachers who were eligible for retirement into the NYSTRS at anytime prior to July 1, 2004, shall not qualify for any retirement incentive under this Section "C".

Any employee desiring to retire at the conclusion of the 2005-06 school year pursuant to this Section "C" shall submit written notice to the School District no later than December 1, 2005.

- (D) At the conclusion of the 2007-2008 school year, teachers who first become eligible for retirement into the New York State Teachers Retirement System between July 1, 2006 and June 30, 2008, and who have been in active, full-time continuous service in the school district since at least July 1, 1998, shall qualify for payment of a lump sum equivalent to thirty (30%) percent of their final year's salary, if they retire at the conclusion of the 2007-2008 school year, with written notice submitted to the School District no later than December 1, 2007. Moreover, such retirement incentive payment is in addition to the terminal leave payment authorized under "XVII" above.

Teachers who were eligible for retirement into the NYSTRS at anytime prior to July 1, 2006, shall not qualify for any retirement incentive under this Section "D".

Any employee desiring to retire at the conclusion of the 2007-08 school year pursuant to this Section "D" shall submit written notice to the School District no later than December 1, 2007.

- (E) Payments under paragraphs A, B, C & D of this Article "XVIII" shall be made as of June 30, of the retiring year to the Annuity Plan established pursuant to this Collective Bargaining Agreement, or in December of the school year in which retiring, at the option of the teacher, if legally permissible pursuant to the provisions of Article XIX(B) herein.
- (F) In the event of the eligible teacher's death after filing for the benefits pursuant to this Article, payment of the due benefit shall be made to the teacher's estate.
- (G) The provisions of this Article XVIII (A, B, C & D) will expire (sunset) and be of no further force and effect effective June 30, 2008, unless specifically extended by further written agreement executed by the District and the Association.

XIX (A) A TAX SHELTERED VARIABLE ANNUITY PLAN

Four tax sheltered annuity plans will be made available to members represented by the Association. The Association shall have the right to recommend carriers to the Board.

XIX (B) IRC SECTION 403-B ANNUITY PLAN

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

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

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

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

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

Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- (3) **403(b) Accounts** Employer contributions shall be deposited into the 403(b) Plan Account selected by employee to receive Employer contributions, provided such Plan Account will accept Employer Non-elective Contributions and the Plan Account has entered into a Hold Harmless Agreement with Employer in a form acceptable to Employer and in accordance with the provisions of Section 403(b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals and employer non-elective contributions. If the employee does not designate an Employer approved 403(b) Plan account to receive Employer's contributions, or if the Plan account designated by Employee will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program, currently with ING Life Insurance and Annuity Company Tax Deferred Annuity.
- (4) **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System, if authorized by the said Retirement System.
- (5) The provisions of this Article XIX(B) shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- (6) The provisions of this Article XIX(B) shall further be subject to the approval of the 403(b) Provider, which shall review the provisions of this Article XIX(B) solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") has agreed to provide the Employer with ILIAC's hold harmless agreement and the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- (7) Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. However, provided the Employer has not submitted inaccurate information to the 403(b) Provider, the Employer shall not be responsible for any adverse income tax consequences, interest or penalties imposed by taxing authorities should such taxing authorities determine that either the 403-b Plan established pursuant to the provisions of this Article XIX(B) does not qualify

as an IRC 403-b Plan or that the Provider's Plan does not satisfy the requirements of IRC 403-b.

- (8) Teachers who are eligible for normal retirement under the rules and regulations of the NYSTRS during the period July 1, 2004 through June 30, 2008, and who have been in full-time continuous service in the school district since at least July 1, 1998 shall qualify for the Employer non-elective contributions pursuant to the provisions of this Article XIX(B), provided they satisfy all of the following criteria:
- a. Employees who submit their irrevocable written notification of retirement no later than December 1st of the school year in which retirement is effective will have the non-elective employer contribution made in accordance with subsection "c" below.
 - b. Employees must be eligible for retirement under the New York State Teachers' Retirement System.
 - c. For all members submitting their letter of retirement on or before December 1, a non-elective employer contribution equal to 50% of the total non-elective employer contribution due will be deposited to the account of said member by December 31st of that same calendar year. The remaining 50% shall be deposited to the account of said member on June 30th of the immediately succeeding calendar year (effective date of retirement).
- (9) The parties are entering into this Agreement amending the Collective Bargaining Agreement so as to enable the parties to utilize the options provided by the revised Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The provisions of this Article XIX(B) do not constitute a retirement incentive, and are limited to providing a method for payment of the early retirement incentive provisions and unused annual leave accrued pursuant to the provisions of collective bargaining agreement and to employee 403(b) Plans as hereinabove referred to as "Employer Non-elective Contributions". Employer's contractual undertaking hereunder is subject to the rights of employees for whom non-elective contributions are made by Employer into a designated IRC Section 403-b Annuity Program to either withdraw therefrom such contributions or have such contributions assigned at any time to another financial institution or Annuity Plan, provided such is authorized by law or their individual annuity contracts.
- (10) All contributions due under this provision are subject to the contribution limitations outlined in this Collective Bargaining Agreement.
- (11) Duration:
- (a) The provisions of this Article "XIX(B)" shall be subject to the June 30, 2008 expiration

date of this Collective Bargaining Agreement, on which date the provisions of both Article "XVIII" and Article "XIX(B)" shall expire (sunset) and be of no further force and effect, and not be subject to *Civil Service Law* §209-a(1)(e).

(b) Notwithstanding paragraph (a), above, on July 1, 2008 (12:01 A.M), the terms and provisions of Article "XVII" ("Terminal Leave") of this Agreement shall be fully restored to their cash compensation status as that Article existed immediately prior to the parties' entering into Articles "XVIII" and "XIX(B)" of this Agreement and the predecessor Memorandum of Agreement dated June 23, 2003.

(c) Notwithstanding paragraph (a) above, in the event that the Employer is obligated under this Article "XIX(B)" to make any post-employment contributions to any eligible employee after June 30, 2008 (for any employee retiring under the provisions of this Article "XVIII" of this Agreement) that obligation shall survive June 30, 2008 and shall remain a continuing obligation until such time as any such post-employment contributions are paid in full in accordance with the provisions of this Article "XIX(B)".

XX. GRIEVANCE PROCEDURE

A) Declaration of Policy

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

B) Definitions

1. Grievant shall mean any person in the bargaining unit; any group of employees in the bargaining unit; or the Franklin Square Teachers' Association.
2. Building Principal shall mean the principal in charge of the particular school building and having authority in the area and over the pupils served by such building.
3. Grievance shall mean any claimed violation of this agreement. The term "grievance" shall not include any matter involving an employee's retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. A grievance shall be deemed to have been waived unless it is presented within thirty (30) school days, or sixty (60) calendar

days, whichever is shorter, after the event or events on which the grievance is based, is known or should have been known by the grieving party.

4. Request for Review shall be the request by which the employee, or his representative, proceeds from stage to stage in the grievance procedure. Such request for review shall be in writing, except at the informal stage, and shall contain a complete statement of facts, including the specific grievance and a copy of the determination from the previous step.

C) Rules and Regulations

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

D) Procedures

1. Formal Stage I

- a. The grievant shall make a written request to the Building Principal or his/her designee for review and determination. The grievance and the relief sought shall be described in writing.
- b. Such hearing shall be held within ten (10) school days after the receipt of the request for review.

adoption should be presented to the Association for its information before adopted by the Board.

The calendar shall not exceed 184 days.

XXII. DUES DEDUCTION

- A) The Board, by its officers, agents and representatives, will deduct from the salaries of the teachers such uniform amount of membership dues of the Association as the teachers individually and voluntarily may authorize the Board, in writing to deduct and transmit to the Association. Such written teacher authorizations shall be on forms provided by the Association.
- B) Teachers waive all rights and claims against the Board for the monies so deducted and transmitted in accordance with their authorization, and relieve the Board, its officers, agent and representatives, from any liability therefor.
- C) The dues deduction for the designated associations shall be made at 10 payroll periods, commencing on or about the 15th of October and shall be only for the amounts owed by the teacher for that payroll period. No later than September 30th, the Association shall provide the Business Office with the authorization forms described above in paragraph "A".
- D) The Business Office shall promptly transmit the amounts so deducted to the Association. The initial payments shall include lists of the members who have elected payroll deductions. Subsequent payments shall include lists of additional names of teachers who have elected payroll deductions.
- E) A teacher may revoke his/her authorization at any time by written notice to the Business Office. Revocation will be effective upon receipt by the Business Office. Notification of this revocation will be forwarded to the Association. Absent such revocation, authorization shall continue in force from year to year.
- F) The Association shall notify the Business Office of any changes in its dues structure.

XXIII. LEGISLATIVE AUTHORIZATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

XXIV. CONSULTATIONS

- 1) The second Tuesday of each month, from 3:00 P.M. to 4:00 P.M., shall be set aside for a meeting between not more than three (3) representatives of the Association and the Superintendent and/or his/her representatives to discuss problems of mutual concern. The Association shall notify the Superintendent at least forty-eight (48) hours in advance if they wish to meet.
- 2) The Building Principal and the Franklin Square Teachers' Association's Building Representative shall meet at the request of either party at a mutually convenient time, within one (1) week of said request, during the school year to discuss matters of building regulations and practices and questions relative to implementation of this Agreement or any other matters of mutual concern.

XXV. SAVINGS CLAUSE

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

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

Dated: June 25, 2004

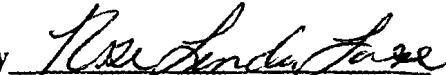
FRANKLIN SQUARE UNION FREE
SCHOOL DISTRICT, TOWN OF HEMPSTEAD

By:


Timothy E. Lafferty, Ed.D.
Superintendent of Schools

FRANKLIN SQUARE TEACHERS'
ASSOCIATION

By:


Rose Linda Forte, President

The foregoing is hereby approved:
BOARD OF EDUCATION
FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT
TOWN OF HEMPSTEAD

By:


Dr. Roger Roess, President

MSFilesNegotiationsFSTAcontract04-08AmendedMay32004

ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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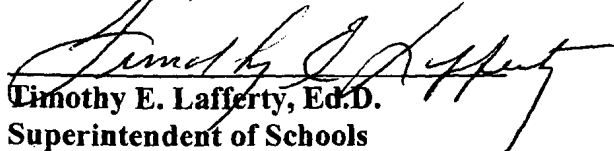
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FRANKLIN SQUARE UNION FREE
SCHOOL DISTRICT, TOWN OF HEMPSTEAD

By:


Timothy E. Lafferty, Ed.D.
Superintendent of Schools

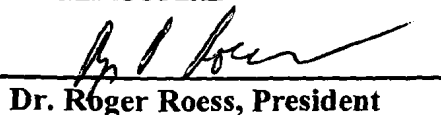
FRANKLIN SQUARE TEACHERS'
ASSOCIATION

By:


Rose Linda Forte, President

The foregoing is hereby approved:
BOARD OF EDUCATION
FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT
TOWN OF HEMPSTEAD

By:


Dr. Roger Roess, President

MSFilesNegotiationsFSTAcontract04-08AmendedMay32004

Type: TEACH 0405

Year: 2004 - 2005

Status: YEAR 1

STEP	BA	Ba+15	Ba+30	Ma/Ba+45	Ma+15	Ma+30	Ba+90 PdM45
1.0	43,087	44,761	46,430	54,790	56,475	58,132	59,806
2.0	43,886	45,558	47,228	55,591	57,271	58,932	60,607
3.0	45,454	47,132	48,799	57,163	58,840	60,504	62,177
4.0	47,172	48,843	50,511	58,876	60,554	62,219	63,892
5.0	49,016	50,689	52,360	60,721	62,402	64,068	65,736
6.0		52,675	54,347	62,706	64,389	66,052	67,722
7.0		54,658	56,329	64,695	66,365	68,039	69,708
8.0		56,645	58,316	66,685	68,349	70,024	71,692
9.0		58,457	60,131	68,490	70,170	71,840	73,510
10.0		60,273	61,946	70,300	71,978	73,645	75,316
11.0		62,083	63,751	72,114	73,783	75,459	77,135
12.0		63,889	65,560	73,927	75,598	77,276	78,942
13.0		65,820	67,512	75,872	77,559	79,226	80,894
14.0		67,800	69,466	77,820	79,495	81,173	82,842
15.0		69,745	71,415	79,781	81,451	83,119	84,798
16.0		69,745	74,522	82,807	84,454	86,118	87,776
17.0		69,745	74,522	82,807	84,454	86,118	87,776
18.0		69,745	74,522	82,807	84,454	86,118	87,776
19.0		69,745	74,522	82,807	84,454	86,118	87,776
20.0		69,745	74,522	82,807	84,454	86,118	87,776
21.0		75,460	78,476	86,759	88,408	90,072	91,729
22.0		75,460	78,476	86,759	88,408	90,072	91,729
23.0		75,460	78,476	86,759	88,408	90,072	91,729
24.0		75,460	78,476	86,759	88,408	90,072	91,729
25.0		75,460	78,476	86,759	88,408	90,072	91,729
26.0		83,663	84,883	93,166	94,816	96,479	98,136

7
20

Type: TEACH 0506

Year: 2005 - 2006

Status: YEAR 2

STEP	Ba	Ba+15	Ba+30	Ma/Ba+45	Ma+15	Ma+30	Ba+90 PdM45E
1.0	44,509	46,238	47,962	56,598	58,339	60,050	61,780
2.0	45,334	47,061	48,787	57,426	59,161	60,877	62,607
3.0	46,954	48,687	50,409	59,049	60,782	62,501	64,229
4.0	48,729	50,455	52,178	60,819	62,552	64,272	66,000
5.0	50,634	52,362	54,088	62,725	64,461	66,182	67,905
6.0		54,413	56,140	64,775	66,514	68,232	69,957
7.0		56,462	58,188	66,830	68,555	70,284	72,008
8.0		58,514	60,240	68,886	70,605	72,335	74,058
9.0		60,386	62,115	70,750	72,486	74,211	75,936
10.0		62,262	63,990	72,620	74,353	76,075	77,801
11.0		64,132	65,855	74,494	76,218	77,949	79,680
12.0		65,997	67,723	76,367	78,093	79,826	81,547
13.0		67,992	69,740	78,376	80,118	81,840	83,564
14.0		70,037	71,758	80,388	82,118	83,852	85,576
15.0		72,047	73,772	82,414	84,139	85,862	87,596
16.0		72,047	76,981	85,540	87,241	88,960	90,673
17.0		72,047	76,981	85,540	87,241	88,960	90,673
18.0		72,047	76,981	85,540	87,241	88,960	90,673
19.0		72,047	76,981	85,540	87,241	88,960	90,673
20.0		72,047	76,981	85,540	87,241	88,960	90,673
21.0		77,950	81,066	89,622	91,325	93,044	94,756
22.0		77,950	81,066	89,622	91,325	93,044	94,756
23.0		77,950	81,066	89,622	91,325	93,044	94,756
24.0		77,950	81,066	89,622	91,325	93,044	94,756
25.0		77,950	81,066	89,622	91,325	93,044	94,756
26.0		86,424	87,684	96,240	97,945	99,663	101,374

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Type: TEACH 0607

Year: 2006 - 2007

Status: YEAR 3

STEP	Ba	Ba+15	Ba+30	Ma/Ba+45	Ma+15	Ma+30	Ba+90 PdM45E
1.0	45,889	47,671	49,449	58,353	60,148	61,912	63,695
2.0	46,739	48,520	50,299	59,206	60,995	62,764	64,548
3.0	48,410	50,196	51,972	60,880	62,666	64,439	66,220
4.0	50,240	52,019	53,796	62,704	64,491	66,264	68,046
5.0	52,204	53,985	55,765	64,669	66,459	68,234	70,010
6.0		56,100	57,880	66,783	68,576	70,347	72,126
7.0		58,212	59,992	68,902	70,680	72,463	74,240
8.0		60,328	62,107	71,021	72,794	74,577	76,354
9.0		62,258	64,041	72,943	74,733	76,512	78,290
10.0		64,192	65,974	74,871	76,658	78,433	80,213
11.0		66,120	67,897	76,803	78,581	80,365	82,150
12.0		68,043	69,822	78,734	80,514	82,301	84,075
13.0		70,100	71,902	80,806	82,602	84,377	86,154
14.0		72,208	73,982	82,880	84,664	86,451	88,229
15.0		74,280	76,059	84,969	86,747	88,524	90,311
16.0		74,280	79,367	88,192	89,945	91,718	93,484
17.0		74,280	79,367	88,192	89,945	91,718	93,484
18.0		74,280	79,367	88,192	89,945	91,718	93,484
19.0		74,280	79,367	88,192	89,945	91,718	93,484
20.0		74,280	79,367	88,192	89,945	91,718	93,484
21.0		80,366	83,579	92,400	94,156	95,928	97,693
22.0		80,366	83,579	92,400	94,156	95,928	97,693
23.0		80,366	83,579	92,400	94,156	95,928	97,693
24.0		80,366	83,579	92,400	94,156	95,928	97,693
25.0		80,366	83,579	92,400	94,156	95,928	97,693
26.0		89,103	90,402	99,223	100,981	102,753	104,517

Type: TEACH 0708

Year: 2007 - 2008

Status: YEAR 4

STEP	Ba	Ba+15	Ba+30	Ma/Ba+45	Ma+15	Ma+30	Ba+90 PdM45I
1.0	47,312	49,149	50,982	60,162	62,013	63,831	65,670
2.0	48,188	50,024	51,858	61,041	62,886	64,710	66,549
3.0	49,911	51,752	53,583	62,767	64,609	66,437	68,273
4.0	51,797	53,632	55,464	64,648	66,490	68,318	70,155
5.0	53,822	55,659	57,494	66,674	68,519	70,349	72,180
6.0		57,839	59,674	68,853	70,702	72,528	74,362
7.0		60,017	61,852	71,038	72,871	74,709	76,541
8.0		62,198	64,032	73,223	75,051	76,889	78,721
9.0		64,188	66,026	75,204	77,050	78,884	80,717
10.0		66,182	68,019	77,192	79,034	80,864	82,700
11.0		68,170	70,002	79,184	81,017	82,856	84,697
12.0		70,152	71,986	81,175	83,010	84,852	86,681
13.0		72,273	74,131	83,311	85,163	86,993	88,825
14.0		74,446	76,275	85,449	87,289	89,131	90,964
15.0		76,583	78,417	87,603	89,436	91,268	93,111
16.0		76,583	81,827	90,926	92,733	94,561	96,382
17.0		76,583	81,827	90,926	92,733	94,561	96,382
18.0		76,583	81,827	90,926	92,733	94,561	96,382
19.0		76,583	81,827	90,926	92,733	94,561	96,382
20.0		76,583	81,827	90,926	92,733	94,561	96,382
21.0		82,857	86,170	95,264	97,075	98,902	100,721
22.0		82,857	86,170	95,264	97,075	98,902	100,721
23.0		82,857	86,170	95,264	97,075	98,902	100,721
24.0		82,857	86,170	95,264	97,075	98,902	100,721
25.0		82,857	86,170	95,264	97,075	98,902	100,721
26.0		91,865	93,204	102,299	104,111	105,938	107,757

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