

AGREEMENT

BETWEEN THE

FABIUS-POMPEY CENTRAL SCHOOL DISTRICT

AND THE

FABIUS-POMPEY EDUCATION ASSOCIATION

JULY 1, 2025 - JUNE 30, 2028

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PREAMBLE

This Agreement is the result of collective bargaining negotiations between the Fabius-Pompey Education Association ("Association") and the Fabius-Pompey Central School District ("District") conducted pursuant to the Public Employees' Fair Employment Act. The provisions of this Agreement supersede all previous agreements. All rights and prerogatives heretofore exercised by the Superintendent on behalf of the Board of Education with respect to all matters not specifically covered in this Agreement shall continue to be subject to the Board of Education's direction and control.

ARTICLE I RECOGNITION

The Fabius-Pompey Central School Board of Education recognizes the Association as the exclusive representative, for the purpose of collective negotiation, of all teaching personnel, social workers, school psychologists, teaching assistants, and nurses, except principals, assistant principals, other administrators, BOCES teachers, and long-term substitutes. Such recognition shall continue for the duration of the Agreement or as allowable under the Public Employees' Fair Employment Act unless challenged within the last seven (7) months of expiration of this Agreement by a bona fide employee organization showing membership and support of at least thirty percent (30%) of the employees in this negotiating unit within the period of unchallenged representation status accorded, pursuant to the Public Employees' Fair Employment Act of New York State, (Section 208, Part 2).

This recognition further constitutes an agreement between the Superintendent of Schools and the Association to reach understandings regarding matters of wages and conditions of employment. The Superintendent of Schools and the Association recognize that the Board of Education of the Fabius-Pompey Central School District is the legally constituted body responsible for the determination of policies covering all aspects of the Fabius-Pompey Central School System.

ARTICLE II PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Teams

The chief school administrator, or other representatives designated by the District, will meet with the representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2. Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year such request shall be made no earlier than February 15 and no later than March 15.

3. Subsequent Meetings

- a) The second (2nd) meeting and all necessary subsequent meetings shall be called at times and places mutually agreed upon by the parties for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual agreement.
- b) Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters.

4. Exchange of Information and Proposals

- a) Both parties and/or the chief school administrator shall make available to each other, upon request, all available information pertinent to the issue(s) under consideration.
- b) Proposals for discussion shall be submitted in writing by both the Association and the chief school administrator teams no later than the second meeting. Following this exchange, either team may have seven (7) days in which to revise its proposals and counterproposals.

5. Consultants

The parties may call upon consultants to assist and/or represent them at any time during the bargaining process. The expense of such consultants shall be borne by the party requesting them.

6. Reaching Agreement

When consensus is reached covering the areas under discussion, the District and the Association will cause the tentative Agreement to be reduced to writing and signed as a Memorandum of Understanding and shall be submitted to the District and the Association for approval. Following such approval, signing by the president(s) of the Association and the chief school administrator will establish the Agreement.

ARTICLE III GRIEVANCE PROCEDURE

1. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

2. Definitions

- 2.1. Grievance - A grievance is a claim by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- 2.2. Supervisor shall mean any principal, assistant principal, or other administrative, or supervisory officer responsible for the area in which an alleged grievance arises, except for the chief school administrator.
- 2.3. Chief School Administrator shall mean the Superintendent of Schools.
- 2.4. Association shall mean Fabius-Pompey Education Association.
- 2.5. Aggrieved Party shall mean any person or group in negotiating unit filing a grievance.
- 2.6. Party In Interest shall mean the Grievance Committee of the Association, and any party named in a grievance who is not the aggrieved party.
- 2.7. Grievance Committee is a standing committee of the Fabius-Pompey Education Association.
- 2.8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
- 2.9. Grievance Representative is an individual selected and identified by the grievant to represent him at any stage of the grievance procedure.

3. Procedures

- 3.1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when, and the place where the alleged events or conditions, constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons, therefore. Each decision shall be promptly transmitted to the teacher and the Association.
- 3.3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2, described below.
- 3.4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

- 3.5. The chief school administrator and the Association agree to facilitate any investigation which may be required to make available any and all materials and relevant documents, communications, and records concerning the alleged grievance.
- 3.6. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings, made at each and every stage of this grievance procedure.
- 3.7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8. The grievance form shall be printed and distributed by the chief school administrator.
- 3.9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10. Nothing contained herein will be construed as limiting the rights of any teacher to settle a grievance through informal discussions with an appropriate member of the administration without intervention by the Association. Records of informal settlements shall be maintained and such agreements must be in accordance with the contract.
- 3.11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, all other provisions or applications will continue in full force and effect.
- 3.12. The chief school administrator shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, written arguments and briefs considered at all levels, and written decisions at all stages. Official minutes will be kept at Board expense, of all proceedings at each stage - unless both parties agree official minutes need not be kept. A copy of such minutes will be made available to the aggrieved party and the grievance committee within ten (10) calendar days after the conclusion of hearings at each stage. Any claim of error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the grievance committee, and the Board, but shall not be deemed a public record.

- 3.13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

4. Time Limits

- 4.1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the limit which would have been allotted had the decision been communicated by the final day.
- 4.4. When a break in the school calendar of more than four (4) calendar days occurs (Thanksgiving recess, Christmas recess, February recess or Spring recess) then the time limitations of this article shall be extended by the duration of the break or recess. Time limitations for grievances filed in the month of June shall be reduced by half.
- 4.5. A grievance shall be waived if not presented and filed in writing within twenty (20) calendar days after the grievant knew or should have known of the act or conditions on which the grievance is based.
- 4.6. The first (1st) day shall be the day after receipt of notification.

5. Stages

5.1. Stage 1: Supervisor

If the grievance is not resolved informally the grievant(s) shall, using the proper form (see Appendix D), reduce the grievance to writing as per section 3.1 of this procedure and present it to the supervisor. Within seven (7) calendar days after the written grievance is presented to him, the supervisor shall hold a hearing and present a written decision on the grievance to the teacher, his designated representative, if any, and the grievance committee.

5.2. Stage 2: Chief School Administrator

- a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under the grievance procedure, the teacher shall present the grievance to the Association's grievance committee for its consideration.

- b) A written appeal of the decision at Stage 1 shall be filed with the chief school administrator within fourteen (14) calendar days after the teacher has received such written decision. Copies of the written decision at Stage I shall be submitted with the appeal.
- c) Within seven (7) calendar days after receipt of the appeal, the chief school administrator, or his duly authorized representative, shall hold a hearing with the teacher and the grievance committee or its representative and all other parties in interest.
- d) The chief school administrator shall render a decision in writing to the teacher, the grievance committee, and its representative within fourteen (14) calendar days after the conclusion of the hearing.

5.3. Stage 3: Mediation

- a) The parties agree that in some cases mediation may be employed as a means for resolving grievable issues.
- b) Subject to the following provisions, the District and the Association (“the parties”) may select a mediator to help resolve an issue which is subject to the grievance procedure:
 - (1) The agreement to submit a matter to mediation must be made prior to the Association filing for arbitration pursuant to Article III(5).
 - (2) The parties must agree on who will be appointed mediator.
 - (3) The cost, if any, for the mediator’s services will be shared equally by the parties.
 - (4) The mediator may not be called as a witness at arbitration and his/her notes, recommendations or analysis may not be introduced by either party as evidence at arbitration.
 - (5) If mediation fails to result in an agreement, the parties may pursue whatever other avenues they may have for resolution of the issue including the arbitration process.
 - (6) Either party may withdraw from the mediation process at any time. In the event that either party wishes to withdraw from the mediation process, that party shall notify the other party and the mediator of such decision in writing.
 - (7) Upon receipt or submission of such notice to withdraw from mediation, the Association shall have fourteen (14) calendar days to file for arbitration pursuant to Article III(5).

5.4. Stage 4: Arbitration

- a) After such hearing, if the teacher and/or the Association is not satisfied with the decision at Stage 2 and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fourteen (14) calendar days of the decision of Stage 2.
- b) Within seven (7) calendar days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the Cornell Arbitration and Mediation Service by the grievance committee. All parties shall be bound by the rules and procedures of the Cornell Arbitration and Mediation Service in the selection of the panel of arbitrators and the arbitration proceedings. If the Cornell Arbitration and Mediation Service is not available, then a mutually agreed upon arbitrator will be selected.
- c) The selected arbitrators will hear the matter promptly and will issue their decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of the final statements and proofs having been submitted to them. The arbitrators' decision will be in writing and will set forth their finding of fact, reasoning and conclusions on the issues.
- d) The arbitrators shall have no 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.
- e) The decisions of the arbitrators shall be final and binding upon all parties.
- f) The costs for the services of the arbitrators, including expenses, if any, will be borne equally by the Board of Education and the Association.

**ARTICLE IV
CONDITIONS OF EMPLOYMENT**

1. Sick Leave

- 1.1. A teacher shall be allowed sixteen (16) days per year at full salary for personal illness or illness in their Immediate Family. If unused by the end of the year, only 13 of these days shall rollover to the subsequent year.
- 1.2. Sick leave days in this amount shall be credited to the account of the teacher at the beginning of employment and unused sick leave days added at the beginning of each succeeding year.

- 1.3. Sick leave may be used at full pay for up to two-hundred-forty (240) days credited to the teacher's account:

When staff members have accumulated the maximum number of unused sick days as indicated herein (1.3 Sick Leave), they will be credited annually with the number of days specified in the contract for use during that school year. Unused days for that year cannot be accumulated beyond the contractual number, as indicated herein.

- 1.4. Absences immediately prior to or immediately after a vacation or a holiday for a reason other than personal illness or death in the Immediate Family may result in loss of pay for the days absent.

Immediate Family shall be defined throughout this Agreement as children, father, mother, sister, brother, grandparents, spouse, domestic partner, stepchildren, stepsiblings, grandchildren, and in-laws. Persons who reside in the teacher's immediate household or "another person" for whom the bargaining unit member can prove to the satisfaction of the Superintendent direct responsibility.

- 1.5. Should a question arise as to the status of an individual identified as Immediate Family in a request for leave, the burden shall rest with the employee to establish the validity of the relationship to the satisfaction of the Superintendent of Schools.

- 1.6. The Superintendent may request a doctor's certificate from the teacher who has been absent under any provisions of Section 1.

- 1.7. Compensation cases - In those instances where an injury is determined by the District, or other forum of competent jurisdiction, to be compensable as a line of duty injury, the teacher will suffer no loss of sick leave time, and the District will continue to pay the teacher his/her regular salary and benefits for the period equal to the number of days of said teacher's accumulative sick leave. After this period the teacher would be paid in accordance with the amount determined by the insurance carrier and be paid by same.

- 1.8. In September of each school year, the District shall provide each employee with an accounting of sick leave and personal leave.

- 1.9. If a teacher who is on a one (1) day absence finds it necessary to be absent for the succeeding day(s), they are urged to so inform the building principal or designee by the end of the student day. Report of sickness or return from sickness shall be made to the building principal or designee.

- 1.10. a) Advanced sick leave not to exceed twenty (20) days may be provided in cases of serious disability or illness to a tenured teacher if there is reason to believe the teacher will return to duty. Each request for advanced sick leave shall be supported by a medical certificate certifying the nature of the illness and the anticipated length of time the teacher will be unable to work. In order to be eligible, the teacher must have exhausted his/her accumulated sick leave. Advanced sick leave will be paid at the teacher's per diem at their current rate of pay.

- b) After the teacher has returned to work for four (4) consecutive pay periods, the District will deduct ten (10%) percent of the debt owed each pay period while school is in session until the debt is liquidated.

2. Sick Leave for Prolonged Illness

2.1. Teachers in the Association, in the event of a prolonged illness and having exhausted their accumulated sick leave days, may appeal to the Executive Board of the Association for extra days of sick leave.

2.2. Procedure

- a) Such request will be sent to the Association in writing and include the following information:
 - (1) Nature of illness
 - (2) Physician's recommendation
 - (3) Estimate of the number of additional sick leave days needed.
- b) If the Executive Board of the Association deems the request justifiable, they may appeal to the membership for a donation not to exceed three days in any one year by any individual teacher.
- c) The Association will present its findings to the Superintendent or his/her designated representative along with a letter of request, the physician's recommendation and the number of days donated by the teacher membership. Each donator will sign a release authorizing a deduction of days from his/her sick leave total.
- d) All teachers requesting use of sick leave bank days must serve a waiting period of (20) twenty consecutive days from the first day of absence due to the illness. Individual teachers will be limited to 185 lifetime days from the bank.
- e) The Board of Education may also consider recommendations by the Superintendent of Schools to add sick leave days as its sole discretion deems reasonable and justifiable.
- f) If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totaled and this total (not to exceed 60 days) will be returned and maintained by the Association. This excess may be utilized by the Association for future applicants' leaves.
- g) In the case of undue hardship, an individual may petition the Board of Education and Association for more days.

3. Parental Leave of Absence

- 3.1. A Parental Leave of Absence without pay shall be granted to a teacher (male or female) for the purpose of childbearing and/or child rearing as follows:
- a) A teacher who is pregnant shall be entitled, upon written request, to a leave of a maximum of two (2) years beginning at any time between the commencement of her pregnancy and one (1) month after a child is born to her. She shall include with her request either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
 - b) The above provisions shall apply equally to a male teacher, provided however that the leave shall not begin before the birth of the child.
 - c) All or any portion of a leave taken by a teacher because of a medical disability verified by a doctor, connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.
- 3.2. A teacher who is granted a parental leave of absence pursuant to Section A above shall have the following reemployment rights:
- a) If a teacher does not return to active employment following verification by her physician that she is capable of handling her professional obligations she may be placed on parental leave at her request.
 - b) A teacher may return from a parental leave at the beginning of a semester upon giving sixty (60) school days' notice of his/her intention to return. Notwithstanding the notice requirement and under extraordinary circumstances, a teacher who is on parental leave of absence may return prior to the intended date and without requisite 60 school day notice upon request to and with the approval of the Superintendent of Schools or his/her authorized designee. A parental leave of absence will be extended beyond the two (2) year maximum in order to accommodate returns from parental leaves only at the beginning of a semester.
 - c) A person not intending to return shall give the District at least sixty (60) calendar days' notice prior to the end of the leave unless otherwise approved by the Superintendent of Schools.
- 3.3. A teacher adopting a child shall be entitled upon request to a leave of a maximum of two (2) years to commence at any time during the first month after receiving de facto custody of the child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption. Teachers who take parental leaves of absence when they adopt children shall have the same reemployment rights and responsibilities for notice when returning from leave as apply in 3.2(b) above.

4. Military Leaves

Military Leaves will be granted in accordance with state and federal laws and regulations.

5. Other Leaves

- 5.1. Any teacher may request a one (1) year leave of absence for good cause, from the Board of Education. Under normal conditions a request for such leave will be made in writing to the Superintendent of Schools at least sixty (60) school days prior to the effective date. Notification of resignation or return from such leave must be made in writing sixty (60) school days prior to the end of the leave - unless otherwise approved by the Superintendent of Schools.
- 5.2. Teachers may be granted leaves of absence with full pay for approved visitation at other schools or for attending meetings or conferences of an educational nature. These teachers will prepare a written report describing their activities as requested by the Superintendent.
- 5.3. Each teacher shall be allowed three (3) personal leave days to conduct activities as may be impossible to carry out during normal non-school time. These days shall be granted when requested in writing at least twenty-four (24) hours in advance of the personal day(s) requested. In emergencies the twenty-four (24) hours advance notice shall be waived. Personal leave days, as a rule, will not be granted on the days immediately preceding or following a holiday or vacation days, nor during the first or last week of the school year. However, permission may be granted by the Superintendent in exceptional cases. The Superintendent of Schools may ask for a reason for one of the three days. Unused personal days shall be accumulated as sick days.
- 5.4. Jury Duty

Each teacher shall be granted leave with full pay, as may be necessary, in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. Upon receiving a notice of jury duty, the teacher shall notify the building principal to that effect. Compensation received from jury duty minus expenses shall be reimbursed to the District.

5.5. Bereavement Leave

- a) A teacher will be entitled to three (3) days leave of absence per occurrence in the event of death(s) in the Immediate Family at full pay. Immediate Family includes children, father, mother, sister, brother, grandparents, spouse, and in-laws. Others not listed in the definition of Immediate Family above, may be included at the discretion of the Superintendent of Schools. If the three days of absence due to death are insufficient, additional days may be granted. However, these days shall be deducted from the employee's accumulated sick leave days and must be approved by the Superintendent of Schools. The decision of the Superintendent of Schools to include others not listed, or to grant additional days, shall be final and binding and shall not be subject to the grievance procedure.

- b) A teacher shall be entitled to three (3) days leave of absence per year in the event of the death of Immediate Family as defined in Section 1 of Article IV. Should a question arise as to the status of an individual identified as Immediate Family in a request for leave, the burden shall rest with the employee to establish the validity of the relationship to the satisfaction of the Superintendent of Schools.

6. Length of Teachers' Work Year

The teachers' work year shall not exceed 187 work days during the school year.

If three or more emergency days remain as of one week prior to spring break, the Board of Education shall grant one additional paid holiday on the Friday before spring break or the Monday after spring break. The decision of which day shall be given back shall be at the Superintendent's discretion.

If two or more emergency days remain as of May 1st, the Board of Education shall grant one additional paid holiday extended to the Memorial Day weekend. The decision of which day shall be given back shall be at the Superintendent's discretion.

The last week of school in June shall include two half-days for the Elementary School, noted on the District calendar, subject to meeting student attendance days and hours for state aid requirements.

This clause will sunset at the end of this Agreement. If this clause sunsets, the previous contract language will go back into effect.

7. Length of Teachers' Workday

7.1. Instructional personnel shall check in no later than fifteen (15) minutes before the start of the student school day. The 7:45 AM to 8 AM and 2:30 PM to 3:15 PM time periods can be used as a homeroom or duty, but not instruction or planning time. Similarly, planning time cannot be assigned during the 2:30 PM to 3:15 PM time period after the instructional day. Duties assigned during these aforementioned time periods do not apply to teachers who sign off to teach a 6th class and thereby do not get assigned duties. Therefore, duties can be assigned to teachers with six classes during these aforementioned time periods. The length of the school day for the instructional staff shall be seven and one half (7 1/2) hours (including thirty (30) minutes duty free lunch) unless excused by the Superintendent of Schools or designee

7.2. No six through twelve (6-12) grade teacher shall be required to teach more than five (5) periods per day unless agreed to in writing, by the teacher involved except in the case of Academic Intervention Services. In the event there is a need for AIS that cannot be met within a teacher's five (5) period day, the District will seek a unit member to accept that class into the individual's teaching schedule. In the event there are no volunteers, the District may assign an AIS class to a teacher as a sixth class. Any teacher teaching six classes shall not be assigned any non-teaching duties during the regular school day. This shall not apply to Teaching Assistants, who can be assigned a 6th class and duties so long as they are also given one full planning period in addition to their lunch.

8. Protection of Teachers

- 8.1. Any loss of time due to injury or court attendance because of assault and/or battery in the line of duty shall not result in loss of salary or sick leave.
- 8.2. A teacher shall be saved harmless from any financial loss, within legal limitations, including reasonable attorney's fees, arising out of any claim, demands, suit, or judgment and shall be provided reasonable attorney's fees for the defense of any criminal prosecution arising out of any act by such teacher acting in their professional capacity, provided that such teacher, at the time of the act or mission complained of, was acting in the discharge of his duties within the scope of his employment or under the direction of the School District.

9. Supervision of Students

- 9.1. Duly recognized student organizations, weekend and evening events will be supervised by teachers on the basis of each teacher's personal preference. Personal preference is to be interpreted so as to include a preference not to supervise. Remuneration for such activities will be in accordance with Article VIII.

10. Miscellaneous

10.1. Department Heads

The Board of Education may establish department head positions as it deems necessary. All current positions will be maintained during the life of this Agreement. Pay for these positions will be determined by Article VIII of this Agreement.

10.2. Annual Calendar

The proposed annual school calendar will be made available to the Association for information and comment two (2) weeks prior to submission to the Board for approval.

10.3. Personal Auto Mileage Allowance & Travel Time

The following would apply to all use of personal autos for school business:

- a) Mileage allowance to be the current IRS rate/mile for actual mileage driven.
- b) Mileage will be paid for the following school business if no school vehicle is available:

Travel by unit member, travel to BOCES facilities, travel out of District for supplies (mileage allowed for round trips which originate at school only), travel for home visits after school hours when approved by building principal, travel between District buildings on a daily basis when directed by the Superintendent (this shall apply to round trips only).

- c) Mileage will not be paid for travel between buildings by department chairperson.
- d) Members who have to travel between school buildings will be allotted 15 minutes to do so.

10.4. New Positions or Vacancies

New positions or vacancies in existing positions, covered by this Agreement, including a job description and qualifications, if applicable, shall be posted on all faculty bulletin boards within five (5) school days after the position is established.

ARTICLE V TEACHING CONDITIONS

1. Preparation Periods

- 1.1. Provisions shall be made to allow each secondary school teacher or other grade teacher using the same daily schedule, at least one (1) daily free preparation period, during the student instructional day, without encumbrances, to perform such preparation as the teacher deems necessary.
- 1.2. Each elementary teacher not in the above schedule shall have two hundred twenty-five (225) minutes per week for preparation scheduled during the students' regular school day. The minimum, unencumbered preparation time shall be thirty (30) minutes. Persons relieving elementary teachers for preparation periods must be fully qualified teachers who are capable of performing regular classroom activities.

2. Lunch Periods

- 2.1. Each teacher shall be allowed a thirty (30) minute duty free lunch each day. This period shall be at a time that is considered to be the normal lunch period (11:00 a.m. to 1:00 p.m.).
- 2.2. Teachers should have dining facilities separate from the students.

3. Homerooms

- 3.1. Art, home economics, music, science, and technology teachers should not be assigned homerooms, if possible.
- 3.2. Teachers who are assigned homerooms should be permitted to hold all of their classes in that same room, if possible.

4. Classrooms

- 4.1. Classrooms should be adequately heated and ventilated, well lighted, and properly cleaned and maintained.

- 4.2. Where possible, each classroom should be equipped for the use of modern audio-visual materials and equipment.
- 4.3. The District shall provide restrooms for both men and women teachers on each floor of each building in the District except for the top floor of the elementary school building.

5. Teachers' Room

- 5.1. The room should be well ventilated.
- 5.2. It should be large enough to accommodate fifteen (15) teachers or more at one time.
- 5.3. It should have adequate lavatory facilities.
- 5.4. The room should contain desks or tables at which teachers can work.

6. Protection of Teachers

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any professional advantage, or given an adverse evaluation of his professional services without reasonable and just cause.

7. Teacher Assignments

- 7.1. Teacher assignments for the subsequent year shall be given to each teacher prior to June 1 of the preceding year, whenever possible.
- 7.2. Teachers should not be assigned new duties or subject areas without their consultation and approval if this is possible. A teacher may request a change in assignment from the applicable building principal.
- 7.3. Teachers should be assigned as few different preparations as possible.
- 7.4. A written notice to each teacher stating their proper step, hours, and salary will be provided by October 1 of each year. Teachers will sign and return the written notice within ten (10) school days of its receipt.
- 7.5. Where positions are to be eliminated, teachers affected by such eliminations are to be notified no later than June 1 of the preceding year.

8. Class Size

- 8.1. The Association and the Administration agree that the desirable number of pupils in a class with normal pupil teacher interaction is twenty-five (25). The basis for change in the desirable number of twenty-five (25) pupils shall be to improve the educational environment for all pupils or because there is no other feasible alternative. The Board will remedy the situation if there are sufficient funds and physical facilities available.

8.2. Secondary teachers having a total of one hundred twenty-five (125) students per day in five (5) classes should not be given study hall assignments, except in the case of the activity period.

8.3. The desirable number of pupils in a study hall will be thirty (30) per teacher.

9. Substitutes

9.1. The Superintendent of Schools shall conduct annually an active search to establish a list of the most qualified substitutes available and shall continue to supplement the list whenever possible during the course of the academic year.

9.2. A list of all substitutes shall be on file in each building with a copy sent to the president of the Association, upon request. A teacher may indicate a preference for a substitute chosen from the list. This preference shall be made known to the building principal. In any event, every attempt will be made to secure the most qualified substitute. The responsibility of locating a substitute shall rest with the appropriate supervisor or their designee

9.3. For each scheduled full period (or every 42 minutes at the Elementary School) that an Internal Substitute covers for an Absent Teacher, an Internal Substitute who possesses a teacher certification shall be paid the rate of one-fifth (1/5) of the Board of Education approved daily rate of pay for certified substitute teachers per period for that coverage. An Internal Substitute who is not a certified teacher shall be paid the rate of one-fifth (1/5) of the Board of Education approved daily rate of pay for uncertified teachers for each period of coverage. An individual who seeks to provide substitute coverage shall only be eligible to do so during their scheduled lunch and/or planning periods. Internal candidates will not be eligible to be paid for substitute coverage when such coverage occurs during their scheduled instruction and/or duty time. The Parties will agree on the mechanism and form by which Internal Substitutes will submit documentation for payroll purposes to be paid such rate per period coverage for an absent teacher.

10. Professional Growth

10.1. Workshops

a) In recognition of the importance of training for professional staff, the Board and the Association agree to the following:

(1) Time equivalent to three (3) days shall be designated for workshop and professional development time.

(2) The Superintendent agrees to consult with the Association president(s) on the time and purpose of these days, if requested by the Association President(s).

- b) All workshop days as described in this article shall be considered regular workdays.
- c) Teachers must request that the sponsoring organization provide verification of completion of certification requirements to the Superintendent within one (1) month of completing the requirements. A copy of the request to the college must be provided to the Superintendent.

10.2. Professional Development Courses

Professional Development Courses are recognized as a means to maintain competency and provide for professional growth. Schedules and topics for these courses, when offered, will be established jointly by the administration and the Association.

10.3. Online Course Tuition

The District shall pay the tuition cost of an online course for those teachers who have obtained permanent/professional certification. Evidence must substantiate that the course work is:

- a) in or related to the discipline or field in which the teacher is certified and/or teaching, and leading to an improvement in teaching skills and/or knowledge; or
- b) required to obtain an additional area of academic or administrative certification. All courses must be approved in advance by the Superintendent of Schools. The tuition and registration cost reimbursed by the District will not exceed the equivalent of one (1) graduate course cost at a SUNY program not to exceed four (4) credit hours nor to exceed one (1) course per fiscal year; or
- c) any online course must be associated with an accredited institution. Only one approved online course will be reimbursed per fiscal year. Accredited institutions include those offering an associate's or higher degree and is approved by the Commissioner of Education or one of the following accrediting agencies:
 - (1) Middle States Association of Colleges and Schools
 - (2) New England Association of Colleges and Schools
 - (3) North Central Association of Colleges and Schools
 - (4) Northwestern Association of Colleges and Schools
 - (5) Southern Association of Colleges and Schools
 - (6) Western Association of Colleges and Schools

10.4. Graduate Course Tuition

The District shall pay the tuition cost of a graduate course for those teachers who have obtained permanent/professional certification. Evidence must substantiate that the course work is:

- a) in or related to the discipline or field in which the teacher is certified and/or teaching, and leading to an improvement in teaching skills and/or knowledge; or
- b) required to obtain an additional area of academic or administrative certification. All courses must be approved in advance by the Superintendent of Schools. The tuition and registration cost reimbursed by the District will not exceed the equivalent of one (1) graduate course cost at a SUNY Cortland not to exceed four (4) credit hours nor to exceed one (1) course per fiscal year.

11. Lesson Plans

Teachers shall prepare lesson plans which will serve as a guide to daily instruction. These plans shall be kept current, and a copy shall be made available to the building principal and to the department chairperson (where applicable) for review upon request, and for use by substitute teachers as required.

12. Professional Development Team

The membership and duties of the Professional Development Team will be delineated according to Education Law. The Committee shall not deal with matters of grievance or negotiations.

13. Functions Outside Regular School Hours

All teachers will be expected to attend three (3) evening functions each school year as follows:

13.1. For the elementary staff:

- a) Curriculum Night
- b) Open House
- c) Parent Conference Evening

13.2. For the middle/high school staff:

- a) Open House
- b) Academic Awards Night
- c) Graduation

- 13.3. If a member can provide a valid reason for not being able to attend one of these evenings (such as a coaching obligation), the building administrator, with a minimum of thirty (30) days' notice, can assign an alternative evening function. Separate compensation shall not be provided for the aforementioned functions.

ARTICLE VI
EVALUATION/OBSERVATION FILE

1. Teacher Evaluation/Observation

All teachers will be evaluated/observed based upon the APPR agreement in effect for each year of the contract. The APPR shall be reviewed annually.

2. Nurse Evaluation/Observation

All nurses will be evaluated/observed based upon the criteria described in Appendix E.

3. Teaching Assistant Evaluation/Observation

3.1. Observations should start no later than November 15 and be completed by April 1. During that time a series of observations will have been completed by those delegated the task by the chief school administrator. The purpose of each observation shall be to observe the teaching assistant in the performance of assigned duties. Each observation shall be for an appropriate amount of time.

3.2. Each teaching assistant, upon employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated.

3.3. First (1st) year teaching assistants shall be notified one (1) week in advance of the first observation by an administrator. Subsequent observations may occur without prior notice. Teaching assistants shall inform the administrator, in writing, as to specific methods or procedures they intend to employ in their assigned classroom.

3.4. All monitoring of the work of a teaching assistant shall be conducted openly and with full knowledge of the teacher assistant.

3.5. Each observation of a teaching assistant shall be followed in five (5) school days by a personal conference between the teaching assistant and the evaluator for purposes of clarifying the written observation report. In the event of unforeseen circumstances, or by mutual agreement between both parties, the five-day time constraint may be waived. A copy of each observation shall be placed on file with the chief school administrator, a copy placed in the personnel file and a copy shall be given to the teacher assistant observed, within seven (7) school days from the personal conference.

3.6. In a post-observation conference, if deficiencies have been observed, they shall be stated in writing along with specific actions recommended for improvement. Beginning with the second (2nd) observation, the current observation report and previous reports shall be reviewed during post-observation conferences in order to determine adequacy of progress in previously noted deficiencies and/or areas of continued satisfaction.

3.7. Teaching assistant evaluation shall be accomplished prior to May 15 each year. The final evaluation of faculty members will be accomplished by an administrator. Evaluations shall be made from a minimum of three (3) observations. A copy of the evaluation shall be placed in the teaching assistant's file and a copy shall be given to the teaching assistant and a copy to the Superintendent of Schools.

- 3.8. If the teaching assistant disagrees with the observation/evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question, within ten (10) school days of the receipt of the evaluation.
- 3.9. If a teaching assistant's performance, during observation, proves to be less than satisfactory, a conference between the evaluators and the standing Professional Practices Committee of the Fabius-Pompey Education Association can be requested by the teaching assistant in order to apprise the Association of the results of the evaluation. This meeting will be held within ten (10) working days of said request. This will give the Association an opportunity to hold a professional level meeting with the teacher under discussion in an effort to upgrade his/her level of teaching and hopefully to obviate the necessity of charges of incompetence or such other pertinent charges as may be brought.
- 3.10. The following minimum observation and evaluation schedule for teaching assistants employed by the District will be implemented:
 - a. Probationary teaching assistant: three (3) observations - one (1) evaluation.
 - b. Tenured teaching assistant least one (1) observation - one (1) evaluation. Any teaching assistant may request one (1) additional observation prior to the evaluation.
- 3.11. The parties agree to establish a committee, comprised of two (2) administrators and two (2) Association officers, and one (1) teaching assistant, to review and make a recommendation for changes to Appendix F, to the Superintendent of Schools. This section will be fulfilled during the term of the successor agreement to this agreement or sooner, if the parties agree.

4. Personnel File

- 4.1. A member shall have the right to review the contents of his/her personnel file originating after original employment and to have a representative of the Association accompany him/her in such review.
- 4.2. No material commenting on the performance of professional duties, originating after original employment, shall be placed in a member's personnel file unless the member has had an opportunity to review the material. The member may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the member is asked to sign material placed in his file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- 4.3. Complaints by parents/guardians regarding any facet of a member's performance of his/her duties should first be brought to the attention of the member by the complainant at a mutually agreed upon time. If the complainant approaches any supervisor of said member in regard to the complaint before discussion of the complaint with the member, the complainant shall be encouraged to first discuss the problem with the member in an attempt at resolution. Either party may request that another person be present. If the complaint cannot be resolved in this manner, the complaint may then be discussed between the two parties in the presence of the member's supervisor in a further attempt at resolution. If resolution is not achieved at this point, the formal and established district procedure will be followed.

ARTICLE VII ASSOCIATION RIGHTS

1. The Association will have the right to use school buildings for meetings. The Association will also have the right to use the school buildings for activities which are scheduled and approved by the Administration or School Board beforehand. The Association will pay for additional custodial costs involved.
2. Use of school equipment will be permitted as long as this does not interfere with the instructional program. The Association will pay for all supplies used in connection with this privilege and will pay for damage resulting from its use of this equipment.
3. The Association may use the school mail service, e-mail system, and teacher mailboxes for communication among its membership.
4. The Association may have a bulletin board exclusively for its use in each faculty room in the District.
5. The Association president(s) shall be allowed time to meet with the Superintendent in relation to problems relating to this Agreement and to perform such other Association business which has been mutually agreed to by the Superintendent and said president(s). The amount of time available for such visits shall be determined by the Superintendent of Schools and the president(s). If necessary, the administration will arrange for a substitute teacher to cover the president(s)' classes for the duration of the meeting.
6. The Board will make one (1) copy of the approved minutes of each meeting of the Board available to the Association, upon request. These copies may be obtained in the office of the School District clerk.
7. Dues deductions for local, state, and national affiliates shall be made from twenty-one or twenty-two consecutive paychecks, beginning with the first paycheck in September. The Association shall notify the District of that amount prior to the start of the school year.
 - 7.1. Dues shall be transmitted in one check to the Treasurer of the Association within ten (10) days following each pay period.
 - 7.2. The Association will assume all responsibility for monies received and the forwarding thereof to the respective designated state and national affiliates.

8. The District shall provide leave time for one (1) officer, or member of Association to use for attendance at the Representative Assembly Annual Meeting and the Board of Retirement Annual Meeting.

ARTICLE VIII SALARY AND COMPENSATION

1. General Salary Schedule

- 1.1. For the 2025-26 school year, each returning bargaining unit member shall receive an increase of three percent (3.00%) on his/her 2024-25 base salary.
- 1.2. For the 2026-27 school year, each returning bargaining unit member shall receive an increase of four percent (4.00%) on his/her 2025-26 base salary.
- 1.3. For the 2027-28 school year, each returning bargaining unit member shall receive an increase of three percent (3.00%) on his/her 2026-27 base salary.
- 1.4. New teachers to the District will in each year of this agreement be placed on the appropriate step and column as noted in Appendices A and B.
- 1.5. Each person on the professional staff must be placed on the unit member's proper vertical salary step as of September 1 and February 1 of each school year. Each person on the professional staff must be placed on his/her proper horizontal placement as of November 1 and April 1 of each school year. Teachers whose transcripts are processed on November 1 will receive 10/10's of any money for which they are then eligible. Teachers whose transcripts are processed on April 1 will receive 5/10's of any money for which they are then eligible. Money will be prorated over the remaining pay periods of that year.
- 1.6. Any member of the professional staff who is hired and paid by the Fabius-Pompey Central School District for more than ten (10) months' duty will receive compensation on the basis of 1/20th of his/her annual salary for each two (2) week period of extra duty.
- 1.7.
 - a) The District agrees to provide Direct Deposit for employees electing to have their paychecks directly deposited in a bank account or credit union account specified by the individual employee.
 - b) The District shall pay instructional staff in 21/22 or 26/27 installments. Those choosing to have 26/27 installments will receive 5 installments in a lump sum as their final check in June. If a teacher wishes to change his/her payment installments, written authorization must be received in the Business Office on or before June 30, prior to the year in which installments are to be effective. New staff will have the option at the time of hire.
 - c) The District shall provide at least two (2) paychecks each month of the school year (September-June).

2. Positions with Additional Compensation

The following positions shall receive additional compensation above regular salary as follows at the annual increases denoted in Article VIII:

2.1. Department Heads

Department Heads will be established for:

- a) Ten Week Course Teachers [Health, Home & Careers, Technology (Grades 6-12)] and Elementary Art
- b) English (Grades 6-12)
- c) Math (Grades 6-12)
- d) Science (Grades 6-12)
- e) Social Studies (Grades 6-12)
- f) Foreign Language (Grades 6-12)
- g) Physical Education (Grades K-12)
- h) Music (Grades K-12)
- i) Special Education (K-12) in the event that the CSE Chairperson for Special Education is not an administrator

Position	2025-26	2026-27	2027-28
2.1 Department Heads	\$1,330	\$1,384	\$1,426
2.2 Computer Coordinator	\$2,453	\$2,552	\$2,629
2.3 Athletic Director	\$10,746	\$11,176	\$11,512
2.4 HS Band Director	\$2,039	\$2,121	\$2,185
2.5 MS/HS Chorus Director	\$2,318	\$2,411	\$2,484
2.6 Elm./MS Band Directors	\$1,715	\$1,784	\$1,838
2.7 Central Tres. Student Activities	\$4,636	\$4,822	\$4,967

3. Student Activities Sponsors

Minimum compensation for certain additional duties shall be paid in accordance with Appendix C.

4. Chaperone Pay

Except as described in Article IV, 10, each person chaperoning or supervising an extra-curricular activity at times other than during the regular school day shall be compensated for all hours worked at the rate of twenty-five dollars (\$25) per hour. Chaperoning soccer games will be a flat amount of fifty dollars (\$50) per game.

5. Tax Sheltered Annuity

An amount specified by each participating teacher will be deducted from each salary check and deposited in a tax-sheltered annuity. The District will agree that there will be no limitation on the number of annuity companies that may be used by the third party administrator, provided there is no additional cost to the District. The District shall notify the Association President of the third party administrator on an annual basis. (See Appendix G)

6. Insurance

6.1. Health

- a) The District shall provide and pay ninety-two and one-half percent (92.5%) of the premium cost of a group hospitalization plan for employees and seventy five percent (75%) of the premium for dependents effective July 1, 2012, through Blue Cross and Blue Shield of Central New York, whichever is preferable, for employee and dependents working or retired from this District.

2025-26 PLAN EXAMPLES				
Total Individual Plan Cost (\$)		Employee Individual Plan Share (%)		Employee Individual Plan Cost (\$)
\$11,152		7.5%		\$836
Total Family Plan Cost (\$)	Dependent Plan Cost (\$)	Employee Dependent Share (%)	Employee Dependent Share (\$)	Employee Family Plan Cost (\$)
\$27,130	\$27,130 - \$11,152 =	25.0%	\$3,995	\$4,831

- b) The co-pay prescription drug rider shall be:

Tier I - \$5 (30 day pharmacy fill); \$20 (90 day mail-in fill)
 Tier II - \$20 (30 day pharmacy fill); \$40 (90 day mail-in fill)
 Tier III - \$40 (30 day pharmacy fill); \$80 (90 day mail-in fill)

Further, the prescription drug benefit includes the Excellus Pharmacy Management Edits, which includes generic advantage, prior authorization, and step-therapy programs.

c) Retiree Health

To be eligible for health insurance benefits upon retirement, the employee must meet two (2) criteria:

- (1) The employee must have completed at least fifteen (15) years or more of full-time service with the Fabius-Pompey School District, and
- (2) The employee must meet the appropriate service retirement eligibility criteria as defined by the NYSTRS. An employee who is retiring from Fabius-Pompey School District is not eligible for this health insurance benefit if he/she is employed full-time by another school district in New York State.
- (3) In the event the New York State Teachers' Retirement System provides districts with an early retirement incentive, the parties agree to review the applicability of this benefit for potential eligible teachers involved with the incentive plan who meet criteria #2, but not criteria #1.
- (4) For any employee hired after January 1, 2014, the District will provide retiree health insurance benefits which will be equivalent to the percentage of premium contribution made on behalf of active bargaining unit members, until such time as the retiree reaches Medicare eligibility, at which time the employee contribution toward the premium cost for the retiree will be changed to fifty percent (50%) of either the family or individual premium amount.
- (5) For the purpose of this Section (6.1), a retiree shall be deemed to be a member of this bargaining unit for the sole purpose of enforcing the provisions herein subsequent to his/her retirement from the District.

6.2. Dental

The District contributes one hundred dollars (\$100) per teacher to a dental plan. The Association will be responsible for requesting insurance changes.

6.3. Insurance Incentive Plan

- a) All unit members who are eligible for and participate in the District health insurance plan shall have the option of dropping the health insurance coverage provided by the District and will be eligible for an annual payment as follows:
 - (1) If, by the beginning of each plan year, the number of employees opting out is twenty (20) or fewer, each employee will be entitled to fifteen hundred dollars (\$1,500).

- (2) If, by the beginning of each plan year, the number of employees opting out is twenty-one (21) or more, each employee will be entitled to two thousand dollars (\$2,000).
- b) If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on an election form not less than thirty (30) calendar days prior to the effective date of participation.
 - c) The financial inducement for withdrawing from the District's health insurance program shall be an annual payment fifteen hundred dollars (\$1,500) (or two thousand dollars (\$2,000) as described above) pro-rated on a payroll period basis.
 - d) Payment of such financial incentive shall be made on a payroll period basis as long as the employee chooses not to participate in the District's health insurance program.
 - e) An individual who terminates employment prior to the end of the plan year will receive a prorated amount based upon the actual amount of time the employee did not have the health insurance coverage.
 - f) Time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
 - g) If an employee elects to withdraw from the health insurance program and then decides to rejoin, the employee shall be eligible to immediately rejoin the health insurance program but will not be eligible to participate in the health insurance incentive plan without the express written consent of the Superintendent of Schools.
 - h) By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. The District and the Association caution that only those employees who have dependent coverage through a spouse's employment consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, cost, employers participatory share of costs, etc., of their spouse's health insurance program. A unit member receiving health insurance benefits from the District through a spouse or parent shall not be eligible for payment under this provision.

7. Flexible Spending

The District agrees to maintain a flexible spending plan. Any issue with the flexible spending plan by the Association President(s) shall be communicated to the Superintendent of Schools by October 1.

8. Retirement Benefit

8.1. All teachers eligible for retirement benefits under the New York State Teachers' Retirement System with fifteen (15) years of service to the Fabius-Pompey Central School District, shall, upon retirement, receive compensation for unused sick day as follows:

- If sick day balance between 1-125 Days = \$40 per day for each day;
- If sick day balance between 126-150 Days = \$70 per day for each day;
- If sick day balance between 151-175 Days = \$85 per day for each day;
- If sick day balance between 176-200 Days = \$110 per day for each day;
- If sick day balance between 201-225 Days = \$120 per day for each day; and
- If sick day balance between 226-240 Days = \$130 per day for each day.
- Beyond 240 Days shall not be paid out under the above provision.

This payment shall be deposited as a non-elective employer contribution into the employee's 403b account within thirty (30) days of retirement. "Retirement" shall mean retirement under the NYS Teachers Retirement System. In order to qualify, the teacher must have completed fifteen (15) years of service in the District and must submit two (2) written notifications to the District as follows:

- a) Written notification of the teacher's intent to retire must be filed with the Superintendent of Schools no later than April 1 prior to the school year in which he/she expects to retire.
- b) A letter of resignation from the retiring teacher must be submitted to the Superintendent of Schools no later than February 28th of the year in which he/she expects to retire.
- c) This benefit shall continue only until June 30, 2028, at which time it shall terminate.

9. Annual Bank Payout

On the last paycheck of each school year any member who has two hundred fifty (250) or more cumulative personal sick days/personal days, will be compensated at the rate of fifty dollars (\$50) per day for all days above two hundred forty (240) days.

10. Early Retirement Incentive

10.1. In addition to the retirement benefit set forth in 9 above, the District adopts the Association's early retirement incentive plan set forth below and will pay to each teacher retiring under 9 above as follows:

- a) In the first (1st) year of eligibility, an employee who is eligible for retirement benefits under the New York State Teachers' Retirement System with fifteen (15) years of service to the Fabius-Pompey Central School District, will receive a three-thousand-dollar (\$3,000) retirement incentive.

- b) This benefit shall continue only until June 30, 2028, at which time it shall terminate.

11. Health Insurance Buy-Out

11.1. All teachers eligible for retirement benefits under the New York State Teachers' Retirement System, with fifteen (15) years of full-time service in the Fabius-Pompey School District, upon retirement may choose to opt out of the Health Insurance Plan in retirement. In the event that the bargaining unit member buys out of the Health Insurance Plan in retirement, he/she cannot be covered by the plan in any capacity:

- a) A health insurance buy-out in the amount of \$40,000. This payment will be in lieu of any claims to the District health insurance upon retirement; or
- b) A health insurance buy-out in the amount of \$20,000. This payment will be in lieu of any claims to the District health insurance once the employee becomes Medicare eligible. The payment will be deposited as a non-elective employer contribution into the employee's 403(b) account.
- c) This incentive shall be available to those teachers who retire from the District on or before June 30, 2028 at which time it shall terminate.

12. Curriculum Work/Homebound Instruction

If granted prior approval by the Superintendent of Schools, teachers will be reimbursed at a rate of thirty-five dollars (\$35) per hour for curriculum development work and/or homebound instruction outside of the regular workday.

13. In-Service Education

If granted prior approval by the Superintendent of Schools, an employee will receive \$35 per in-service hour. Unit members may request 18 hours and up to 24 hours of in-service, providing that at least six (6) hours are geared towards using technology as an instructional tool. Unit members will be compensated for earnings through in-service participation as of June 30 of the participation year. Workshops and/or conferences attended beyond the school day, at the request of the District will be compensated as a one-time payment at the rate of \$35 per hour regardless of the number of hours and will be separate from the 24-hour annual maximum.

ARTICLE IX PROBATION, TENURE

1. Probation

- 1.1. The procedure to be followed when tenure is not to be granted or for probationary teachers whose services are to be discontinued shall be in accordance with the applicable provisions of the Education Law.
- 1.2. When the Superintendent of Schools intends to recommend that a probationary teacher not be granted tenure, the Superintendent must notify the teacher no later than May 15.

2. Tenure

- 2.1. Dismissal of tenured teachers shall be in accordance with the applicable provisions of the Education Law.
- 2.2. The teacher may appear at his/her hearing before the Board in person, or by counsel, and have an opportunity to answer the charges.
- 2.3. After a teacher has acquired tenure, he/she may not be transferred to a position in a different tenure area without his/her consent.
- 2.4. Tenure can be extended only to full-time teachers and full-time teaching assistants except in the event the District provides half-day kindergarten.

ARTICLE X MISCELLANEOUS PROVISIONS

1. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to the Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.
2. Any individual arrangement, agreement, or contract between the Superintendent and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed, shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual arrangement or contract contains any language inconsistent with this Agreement, then this Agreement, during the duration, shall be controlling.
3. 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 except to the extent permitted by law, or basic authority of the Board of Education as prescribed by law, but all other provisions or applications shall continue in full force and effect.
4. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution, or their employment if that occurs later.
5. Notice required by Civil Service Law Section 204.A. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XI
PART-TIME TEACHERS**

1. Definition

Teachers will be considered as part-time teachers if they are employed for a semester position or for any fractional part of the school week during the regular school year.

2. Salaries

2.1. A full-time teacher who involuntarily moves to a part-time position and subsequently returns to full-time shall be granted full credit for each year of full or part-time teaching.

2.2. Teachers in grades K to 5 shall be paid in proportion to that part of time that the teacher works based on a thirty-seven and one half (37 1/2) hour week.

2.3. Teachers in grades six (6) to twelve (12) shall be paid in proportion to that amount of time that the teacher works based on a nine (9) period day.

3. Insurance

Part-time teachers, employed for at least twenty (20) hours per week, shall receive full insurance benefits which shall be limited to the employee only with no dependent coverage paid by the Board.

4. Leaves

Part-time teachers shall be granted sick leave, personal leave, leave for illness in the family and death in proportion to that amount of time that the teacher works (i.e, a half-time teacher shall be allowed thirteen (13) half days for personal illness). This provision is not intended to diminish any existing benefit currently employed by part-time teachers.

**ARTICLE XII
TEACHING ASSISTANTS**

1. Definition

The purpose of creating the position of Teaching Assistant is to provide additional learning opportunities for children in the school district. The Teaching Assistant works under the direction of the teaching staff and school administration.

2. Duties and Responsibilities

Every Teaching Assistant, upon employment or upon change of assignment, shall be furnished with a list of duties and responsibilities. Teaching Assistants shall be notified in writing by each September 15th of the administrator responsible for their observations/evaluations.

3. Teaching Assistant Benefits

It is understood that Teaching Assistants will be entitled to all benefits which are granted to teachers unless there is a specific reference in the agreement to the contrary.

**APPENDIX A
TEACHERS' STIPENDS**

- A) Additional increments may be granted by the Board of Education on a merit basis.
- B) Teachers will receive a Years of Service stipend in the amount of five hundred dollars (\$500) for every five (5) years of completed service however after the completion of years 20, 25, and 30 it will be a one thousand dollars (\$1,000) stipend, up to an annual maximum of five thousand, five hundred dollars (\$5,500). The stipend will be paid in the next full school year following completion of the fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth and fortieth years of service. The following schedule lists the year of stipend payment and the annual cumulative Years of Service stipend payments.

Years of Employment	Stipend Earned	Annual Stipend	Years of Employment	Stipend Earned	Annual Stipend
1	0	0	26	1,000	3,500
2	0	0	27	0	3,500
3	0	0	28	0	3,500
4	0	0	29	0	3,500
5	0	0	30	0	3,500
6	500	500	31	1,000	4,500
7	0	500	32	0	4,500
8	0	500	33	0	4,500
9	0	500	34	0	4,500
10	0	500	35	0	4,500
11	500	1,000	36	500	5,000
12	0	1,000	37	0	5,000
13	0	1,000	38	0	5,000
14	0	1,000	39	0	5,000
15	0	1,000	40	0	5,000
16	500	1,500	41	500	5,500
17	0	1,500	42	0	5,500
18	0	1,500	43	0	5,500
19	0	1,500	44	0	5,500
20	0	1,500	45	0	5,500
21	1,000	2,500	46	0	5,500
22	0	2,500	47	0	5,500
23	0	2,500	48	0	5,500
24	0	2,500	49	0	5,500
25	0	2,500	50	0	5,500

- C) Retroactive pay will be granted to all persons employed more than ten (10) months, if necessary.
- D) All eligible teachers shall receive an increment (step movement).
- E) Off-Step teachers shall be paid salaries agreed to by the Board and the Association. Said salary information is on file with the treasurer of the District and the President(s) of the Fabius-Pompey Education Association.
- F) National Board Certification stipend add: an annual stipend of five hundred dollars (\$500) each year for the life of the certification.
- G) Mentoring stipends add: three hundred dollars (\$300) in the year that mentoring takes place for the mentor, on a prorated basis.

**APPENDIX A-1
TEACHERS' SALARIES**

Step	Bachelors	Bachelors+6	Bachelors+12	Bachelors+18	Bachelors+24	Bachelors+30
	A	B	C	D	E	F
2025-2026						
1	\$49,712	\$50,634	\$51,588	\$52,503	\$53,439	\$54,674
2	\$50,504	\$51,440	\$52,410	\$53,340	\$54,290	\$55,545
3	\$51,309	\$52,260	\$53,245	\$54,190	\$55,156	\$56,430
4	\$52,328	\$53,297	\$54,302	\$55,265	\$56,251	\$57,550
5	\$53,570	\$54,563	\$55,591	\$56,577	\$57,587	\$58,916
6	\$54,494	\$55,504	\$56,549	\$57,552	\$58,580	\$59,932
7	\$55,433	\$56,461	\$57,525	\$58,544	\$59,590	\$60,965
8	\$56,389	\$57,434	\$58,516	\$59,554	\$60,617	\$62,016
9	\$58,080	\$59,157	\$60,271	\$61,340	\$62,436	\$63,877
10	\$59,823	\$60,931	\$62,081	\$63,180	\$64,308	\$65,793
2026-2027						
1	\$50,630	\$51,568	\$52,541	\$53,473	\$54,425	\$55,684
2	\$51,700	\$52,659	\$53,652	\$54,603	\$55,576	\$56,861
3	\$52,524	\$53,498	\$54,507	\$55,473	\$56,462	\$57,767
4	\$53,361	\$54,350	\$55,375	\$56,357	\$57,362	\$58,688
5	\$54,421	\$55,429	\$56,474	\$57,476	\$58,501	\$59,852
6	\$55,713	\$56,745	\$57,815	\$58,840	\$59,890	\$61,273
7	\$56,673	\$57,724	\$58,811	\$59,854	\$60,924	\$62,329
8	\$57,651	\$58,719	\$59,826	\$60,885	\$61,974	\$63,403
9	\$58,645	\$59,731	\$60,857	\$61,936	\$63,042	\$64,497
10	\$60,403	\$61,523	\$62,682	\$63,793	\$64,933	\$66,432
2027-2028						
1	\$51,330	\$52,282	\$53,268	\$54,213	\$55,178	\$56,455
2	\$52,148	\$53,115	\$54,117	\$55,077	\$56,058	\$57,354
3	\$53,251	\$54,239	\$55,261	\$56,241	\$57,243	\$58,567
4	\$54,100	\$55,103	\$56,142	\$57,138	\$58,156	\$59,500
5	\$54,962	\$55,981	\$57,036	\$58,048	\$59,083	\$60,448
6	\$56,053	\$57,092	\$58,168	\$59,200	\$60,256	\$61,648
7	\$57,384	\$58,448	\$59,549	\$60,605	\$61,687	\$63,111
8	\$58,374	\$59,455	\$60,575	\$61,650	\$62,751	\$64,199
9	\$59,380	\$60,481	\$61,620	\$62,712	\$63,833	\$65,306
10	\$60,404	\$61,523	\$62,682	\$63,794	\$64,933	\$66,432

**APPENDIX B
TEACHING ASSISTANTS' SALARIES**

Teaching Assistants will have annual base salary increases of:

3.00% in 2025-26
4.00% in 2026-27
3.00% in 2027-28

The starting annual salary for Teaching Assistants will be paid according to the following schedule:

2025-26	2026-27	2027-28
\$27,973	\$29,092	\$29,965

Teaching Assistants will receive a Years of Service stipend in the amount of two hundred-fifty dollars (\$250) for every five (5) years of completed service, up to an annual maximum of two thousand dollars (\$2,000). The stipend will be paid in the next full school year following completion of the fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth and fortieth years of service and will continue to be paid in subsequent years of employment in the position of Teaching Assistant. The following schedule lists the year of stipend payment and the annual cumulative Years of Service stipend payments.

Years of Employment	Stipend Earned	Annual Stipend	Years of Employment	Stipend Earned	Annual Stipend
1	0	0	26	250	1,250
2	0	0	27	0	1,250
3	0	0	28	0	1,250
4	0	0	29	0	1,250
5	0	0	30	0	1,250
6	250	250	31	250	1,500
7	0	250	32	0	1,500
8	0	250	33	0	1,500
9	0	250	34	0	1,500
10	0	250	35	0	1,500
11	250	500	36	250	1,750
12	0	500	37	0	1,750
13	0	500	38	0	1,750
14	0	500	39	0	1,750
15	0	500	40	0	1,750
16	250	750	41	250	2,000
17	0	750	42	0	2,000
18	0	750	43	0	2,000
19	0	750	44	0	2,000
20	0	750	45	0	2,000
21	250	1,000	46	0	2,000
22	0	1,000	47	0	2,000
23	0	1,000	48	0	2,000
24	0	1,000	49	0	2,000
25	0	1,000	50	0	2,000

**APPENDIX B-1
SCHOOL NURSES' SALARIES**

School Nurses will receive a 2025-26 base salary of \$49,712 and annual base salary increases of:

4.00% in 2026-27
3.00% in 2027-28

The starting annual salary for School Nurses will be paid according to the following schedule:

2025-26	2026-27	2027-28
\$49,712	\$51,700	\$53,251

Each School Nurse assisting with the sports physical process, when said physicals are held outside of the regular school year, shall be compensated with a daily stipend in the amount of one hundred (\$100) dollars.

School Nurses will receive a Years of Service stipend in the amount of three hundred-twenty-five dollars (\$325) for every five (5) years of completed service, up to an annual maximum of twenty-six hundred dollars (\$2,600). The stipend will be paid in the next full school year following completion of the fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth and fortieth years of service and will continue to be paid in subsequent years of employment in the position of School Nurse. The following schedule lists the year of stipend payment and the annual cumulative Years of Service stipend payments.

<u>Years of Employment</u>	<u>Stipend Earned</u>	<u>Annual Stipend</u>	<u>Years of Employment</u>	<u>Stipend Earned</u>	<u>Annual Stipend</u>
1	0	0	26	325	1,625
2	0	0	27	0	1,625
3	0	0	28	0	1,625
4	0	0	29	0	1,625
5	0	0	30	0	1,625
6	325	325	31	325	1,950
7	0	325	32	0	1,950
8	0	325	33	0	1,950
9	0	325	34	0	1,950
10	0	325	35	0	1,950
11	325	650	36	325	2,275
12	0	650	37	0	2,275
13	0	650	38	0	2,275
14	0	650	39	0	2,275
15	0	650	40	0	2,275
16	325	975	41	325	2,600
17	0	975	42	0	2,600
18	0	975	43	0	2,600
19	0	975	44	0	2,600
20	0	975	45	0	2,600
21	325	1,300	46	0	2,600
22	0	1,300	47	0	2,600
23	0	1,300	48	0	2,600
24	0	1,300	49	0	2,600
25	0	1,300	50	0	2,600

**APPENDIX B-2
COACHING SALARIES**

STEP / LEVEL	2025-26			2026-27			2027-28		
	I	II	III	I	II	III	I	II	III
SOCCER									
Varsity	\$6,948	\$7,486	\$8,022	\$7,226	\$7,785	\$8,342	\$7,443	\$8,019	\$8,593
Junior Varsity	\$5,344	\$5,880	\$6,417	\$5,558	\$6,115	\$6,674	\$5,724	\$6,299	\$6,874
Modified	\$3,742	\$4,280	\$4,811	\$3,891	\$4,451	\$5,004	\$4,008	\$4,585	\$5,154
CROSS COUNTRY									
Varsity	\$6,948	\$7,486	\$8,022	\$7,226	\$7,785	\$8,342	\$7,443	\$8,019	\$8,593
Modified	\$3,742	\$4,280	\$4,811	\$3,891	\$4,451	\$5,004	\$4,008	\$4,585	\$5,154
BASKETBALL									
Varsity	\$7,486	\$8,022	\$8,554	\$7,785	\$8,342	\$8,896	\$8,019	\$8,593	\$9,163
Junior Varsity	\$5,613	\$6,148	\$6,688	\$5,838	\$6,394	\$6,956	\$6,013	\$6,586	\$7,165
Modified	\$3,742	\$4,280	\$4,811	\$3,891	\$4,451	\$5,004	\$4,008	\$4,585	\$5,154
GIRLS VOLLEYBALL									
Varsity	\$7,486	\$8,022	\$8,554	\$7,785	\$8,342	\$8,896	\$8,019	\$8,593	\$9,163
Junior Varsity	\$5,613	\$6,148	\$6,688	\$5,838	\$6,394	\$6,956	\$6,013	\$6,586	\$7,165
Modified	\$3,742	\$4,280	\$4,811	\$3,891	\$4,451	\$5,004	\$4,008	\$4,585	\$5,154
CHEERLEADING									
N/A	\$7,486	\$8,022	\$8,554	\$7,785	\$8,342	\$8,896	\$8,019	\$8,593	\$9,163
WRESTLING									
Varsity	\$7,486	\$8,022	\$8,554	\$7,785	\$8,342	\$8,896	\$8,019	\$8,593	\$9,163
Junior Varsity	\$5,613	\$6,148	\$6,688	\$5,838	\$6,394	\$6,956	\$6,013	\$6,586	\$7,165
Modified	\$3,742	\$4,280	\$4,811	\$3,891	\$4,451	\$5,004	\$4,008	\$4,585	\$5,154
TRACK									
Varsity	\$6,417	\$6,948	\$7,486	\$6,674	\$7,226	\$7,785	\$6,874	\$7,443	\$8,019
Modified	\$3,742	\$4,280	\$4,811	\$3,891	\$4,451	\$5,004	\$4,008	\$4,585	\$5,154
BASEBALL/SOFTBALL									
Varsity	\$6,417	\$6,948	\$7,486	\$6,674	\$7,226	\$7,785	\$6,874	\$7,443	\$8,019
Junior Varsity	\$5,083	\$5,613	\$6,149	\$5,286	\$5,838	\$6,395	\$5,445	\$6,013	\$6,587
Modified	\$3,742	\$4,280	\$4,811	\$3,891	\$4,451	\$5,004	\$4,008	\$4,585	\$5,154
GOLF									
N/A	\$6,417	\$6,948	\$7,486	\$6,674	\$7,226	\$7,785	\$6,874	\$7,443	\$8,019

**APPENDIX B-3
COACHING STIPENDS**

Coaches will receive a Years of Service stipend in the amount of fifty dollars (\$50) for every five (5) years of completed service in any level (modified, junior varsity, varsity) in a specific sport program. Coaches who complete service in multiple sport programs will accrue Years of Service for each program. Coaches who begin service in a new sport program will begin the longevity schedule at the first-year level. The stipend will be paid the next full school year following completion of the fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth, and fortieth years of service. If the coach is on a leave of absence, or if the sport is temporarily suspended by the district, the Years of service accrued will remain in place and resume with the coach's return to that position. If a coach is required to coach after the Sectional Championship in order to take a team, or a subset of that team, to State-level competitions, then that coach shall be paid a prorated amount per day based on their stipend.

Years of Employment	Stipend Earned	Annual Stipend	Years of Employment	Stipend Earned	Annual Stipend
1	0	0	26	250	250
2	0	0	27	0	250
3	0	0	28	0	250
4	0	0	29	0	250
5	0	0	30	0	250
6	50	50	31	300	300
7	0	50	32	0	300
8	0	50	33	0	300
9	0	50	34	0	300
10	0	50	35	0	300
11	100	100	36	350	350
12	0	100	37	0	350
13	0	100	38	0	350
14	0	100	39	0	350
15	0	100	40	0	350
16	150	150	41	400	400
17	0	150	42	0	400
18	0	150	43	0	400
19	0	150	44	0	400
20	0	150	45	0	400
21	200	200	46	450	450
22	0	200	47	0	450
23	0	200	48	0	450
24	0	200	49	0	450
25	0	200	50	0	450
			51	500	500

**APPENDIX C
STUDENT ACTIVITY SCHEDULE**

Club/Activity	2025-26	2026-27	2027-28
Level I			
6th Grade Advisor	\$341	\$355	\$366
7th Grade Advisor	\$341	\$355	\$366
8th Grade Advisor	\$341	\$355	\$366
Battle of the Books	\$341	\$355	\$366
Chess Club	\$341	\$355	\$366
Computer Club	\$341	\$355	\$366
Consumer Science	\$341	\$355	\$366
Creative Writing Advisor	\$341	\$355	\$366
Elementary Bookstore	\$341	\$355	\$366
Elementary Magazine	\$341	\$355	\$366
Fiber Arts Club	\$341	\$355	\$366
Yorker Club	\$341	\$355	\$366
Level II			
Elementary Enrichment	\$947	\$985	\$1,015
Elementary Musical	\$947	\$985	\$1,015
Elementary Variety Show	\$947	\$985	\$1,015
Freshman Class Advisor	\$947	\$985	\$1,015
HS Drama Set Designer*	\$947	\$985	\$1,015
HS Musical Pit Director*	\$947	\$985	\$1,015
HS Science Olympiad	\$947	\$985	\$1,015
Marching Band Director*	\$947	\$985	\$1,015
MS Math League	\$947	\$985	\$1,015
MS Musical Set Director*	\$947	\$985	\$1,015
MS Science Olympiad	\$947	\$985	\$1,015
Shakespeare Competition	\$947	\$985	\$1,015
Sophomore Class Advisor	\$947	\$985	\$1,015
Level III			
Broadcast Club	\$1,421	\$1,478	\$1,523
Elementary Inside/Outside	\$1,421	\$1,478	\$1,523
Envirothon	\$1,421	\$1,478	\$1,523
Future Teachers Club	\$1,421	\$1,478	\$1,523
HS Jazz Band Director*	\$1,421	\$1,478	\$1,523
HS Math League	\$1,421	\$1,478	\$1,523
HS Musical Set Designer*	\$1,421	\$1,478	\$1,523
HS Student Council	\$1,421	\$1,478	\$1,523
Junior Class Advisor	\$1,421	\$1,478	\$1,523
Literary Magazine	\$1,421	\$1,478	\$1,523
Mock Trial	\$1,421	\$1,478	\$1,523
Model United Nations	\$1,421	\$1,478	\$1,523
MS Jazz Band Director*	\$1,421	\$1,478	\$1,523
MS Student Council	\$1,421	\$1,478	\$1,523
National Honor Society	\$1,421	\$1,478	\$1,523
Teen Institute	\$1,421	\$1,478	\$1,523

Club/Activity	2025-26	2026-27	2027-28
Level IV			
Bookstore	\$3,082	\$3,206	\$3,303
Elementary Yearbook	\$3,082	\$3,206	\$3,303
eSports Club Advisor	\$3,082	\$3,206	\$3,303
Future Farmers of America (FFA)**	\$3,082	\$3,206	\$3,303
HS Choreographer*	\$3,082	\$3,206	\$3,303
HS Drama Advisor	\$3,082	\$3,206	\$3,303
HS Musical Advisor	\$3,082	\$3,206	\$3,303
HS Musical Assistant Director*	\$3,082	\$3,206	\$3,303
MS Musical Advisor	\$3,082	\$3,206	\$3,303
MS Musical Assistant Director*	\$3,082	\$3,206	\$3,303
Senior Class Advisor	\$3,082	\$3,206	\$3,303
Technical Theater Advisor	\$3,082	\$3,206	\$3,303
Level V			
F-P Yearbook Advisor	\$8,449	\$8,787	\$9,051

As denoted by the asterisk (*), these positions are not student advisor positions.

All advisors will be expected to hold monthly meetings where applicable. Monthly meetings will have agendas, minutes and attendance. At the conclusion of the school year, the agendas, minutes and attendance will be turned over to the Superintendent (or designee) for approval. In addition, the agendas, minutes and attendance will be submitted monthly, if applicable, to the Building Principal to ensure adequate activity are occurring. Job descriptions for all clubs need to be on file in the main office.

Any new extra-curricular areas' salaries will be agreed upon by the Association and the District. When two or more individuals are appointed to an activity position, the stipend is shared.

Level – Co-curricular positions in the level system shall be determined using the following guidelines.

Level I

The advisor shall meet with the entire membership no fewer than 6 meetings per school year.

The advisor shall meet with the officers, if applicable, of the group no fewer than 6 meetings per school year.

The advisor shall organize the membership to participate in 1 fundraiser per school year if applicable.

Level II

The advisor shall meet with the entire membership at least 7 - 10 meetings per school year.

The advisor shall meet with the officers, if applicable, of the group at least 7 - 10 meetings per school year.

The advisor shall organize the membership to participate in 1 - 2 fundraisers per school year, if applicable

The advisor shall organize the membership to participate in an activity (directly relating to the mission of the organization) outside of the school day.

Level III

The advisor shall meet with the entire membership at least 8 - 12 meetings per school year.

The advisor shall meet with the officers, if applicable, of the group at least 8 - 12 meetings per school year.

The advisor shall organize the membership to participate in 1 - 3 fundraisers per school year, if applicable

The advisor shall organize the membership to participate in two activities (directly relating to the mission of the organization) outside of the school day.

Level IV

The advisor shall meet with the entire membership at least 10 - 14 meetings per school year.

The advisor shall meet with the officers, if applicable, of the group at least 10 - 14 meetings per school year.

The advisor shall organize the membership to participate in 1 - 3 fundraisers per school year, if applicable.

The advisor shall organize the membership to participate in four activities (directly relating to the mission of the organization) outside of the school day.

As indicated by the double asterisk above (**), any summer events for the appointed FFA Advisor shall be paid at the Professional Development hourly rate.

Advisor Procedures:

At the time of appointment or prior to the beginning of the school year, the Advisor shall meet with the students who have signed up to participate in the club. Activities will be identified as to what they would like to accomplish for the school year. This would include any fundraisers that would support a specific event or events. This would then be approved by the Superintendent or their designee.

At the end of the school year and no later than June 15, the Advisor shall complete the year-end report and meet with the Superintendent or their designee. If there are substantial changes that were not previously identified, it would be at this time that they would be revealed which may result in adjustment of Level and stipend.

Failure to meet the above job requirements may result in forfeiture of the stipend or reduction in Level.

**APPENDIX C-1
MUSIC DIRECTOR RESPONSIBILITIES**

High School Band Director

The High School Band Director is responsible for performances of the bands at the high school level, and for high school student participation in other local, state, and national music related events, including:

High School Graduation	
Senior High All County Auditions	Junior High All County Auditions
Senior High All County Festival	Junior High All County Festival
Senior High Area All-State Festival	Junior High Area All-State Festival
	Memorial Day Parade (*)
NYSSMA Solo/Ensemble Competition	Pompey Field Days Parade (*)

Middle School/High School Chorus Director

The Middle School/High School Chorus Director is responsible for performances of the high school and middle school choruses, and for high school and middle school participation in other local, state, and national music related events, including:

Senior High All County Auditions	Junior High All County Auditions
Senior High All County Festival	Junior High All County Festival
Senior High Area All-State Festival	Junior High Area All-State Festival
	Memorial Day Parade
NYSSMA Solo/Ensemble Competition	

Middle School Band Director

The Middle School Band Director is responsible for performances of the bands at the middle school level and for middle school student participation in other local, state, and national music related events:

Junior High All County Auditions	
Junior High All County Festival	
Junior High Area All-State Festival	NYSSMA Solo/Ensemble Competition
Pompey Field Days Parade (*)	Memorial Day Parade (*)

Elementary School Band Director

The Elementary School Band Director is responsible for performances of the bands at the elementary school level and for elementary student participation in other local and state music related events:

Elementary All County Festival	<u>NYSSMA Responsibilities (5th Grade):</u>
5th Grade Band Concert(s)	• January registration
5th Grade Play	• Preparing students until May
	• Chaperoning NYSSMA Solo Festival
	• Presentation of Award at June concert (evening)

As indicated above by the asterisk (*), these events shall be paid at the Professional Development rate.

**APPENDIX D
GRIEVANCE FORM**

- Stage 1
- Stage 2
- Stage 3

GRIEVANCE FORM
Submit in Duplicate

Name of Grievant _____ Date Filed _____

Building (school) _____

Assignment _____

Grievant's Representative: _____

Date of Alleged Violation _____

1. Statement of Grievance (Section 3.1 Procedures) _____

2. Relief Sought _____

Signature _____

Date Received _____

Administrative Disposition:

Denied _____

Granted _____

Reason: _____

Signature _____

Position _____

Date _____

Date Received _____

Position of Grievant &/or Association: __Accept __Reject (Not Applicable to Stage 3)

Signature _____

Date _____

APPENDIX E
SCHOOL NURSE EVALUATION/OBSERVATION FORM
FABIUS-POMPEY CENTRAL SCHOOL DISTRICT
Fabius, New York

The parties agree to establish a joint Association-District Committee to review Appendix E.
Professional Performance and Appraisal for School Nurses

School Nurse: _____ Appraiser: _____

Assignment: _____ Appraiser's Title: _____

School Year _____ Date: _____

KEY: E = Exceeds Expectations P = Proficient GA = Growth Area U = Unsatisfactory

1. Quality of Practice

E	P	GA	U

- Demonstrates quality by documenting the application of the nursing process in a responsible, accountable and ethical manner.
- Incorporates new knowledge to initiate changes in school nursing practice if desired outcomes are not achieved.
- Participates in quality improvement activities, including data collection, data analysis and guideline implementation.
- Formulates recommendations and implements activities to improve school nursing practice or outcomes.

Quality of Practice Goals is evidenced by:

- ✓ Accurate and complete record keeping, including date, student identification information and appropriate data related to the student cumulative health record, medication administration record and other district requirements are completed according to district and nursing criteria. Records include individualized healthcare plans, emergency care plans, accident reports, etc.
- ✓ State reports are completed, including the Immunization Survey and Student Weight Status Category Reporting.
- ✓ Practices are changed to respond to changing environment, changing student needs and as a result of program evaluation. Professional and practice goals are set and revised as needed.
- ✓ Health office data is collected and reviewed to improve health services program. NYS Guidelines are accessible and available for review and are followed in daily practice.

2. Education

E	P	GA	U

- Participates in ongoing educational activities related to appropriately knowledge bases and professional issues.
- Demonstrates a commitment to lifelong learning through self-reflection and inquiry to identify learning needs.
- Acquires knowledge and skills appropriate to the specialty area, practice setting, role or situation.
- Seeks experiences and formal and independent learning activities to maintain and develop clinical and professional skills and knowledge.

Education Goals are evidenced by:

- ✓ One or more professional development conferences are attended annually that relate specifically to the practice of school nursing or the school nursing position.
- ✓ Clinical and practice in-service education related to the specific needs of the current student population is pursued and obtained to provide safe and comprehensive nursing care to all students.
- ✓ Pursues individual learning through reading professional newsletters, journals and other paper, experiential or web based resources to enhance practice and knowledge base.

3. Professional Practice Evaluation

E	P	GA	U

- Provides age-appropriate care in a culturally and ethnically sensitive manner.
- Obtains informal feedback regarding one's own practice from clients, peers, professional colleagues, and others.
- Takes action to achieve goals identified during the evaluation process.
- Provides rationales for practice beliefs, decisions, and actions as part of the informal and formal evaluation process.

Professional Practice Evaluation Goals are evidenced by:

- ✓ Feedback from students as to the care and respect they feel they receive from the school nurse.
- ✓ Feedback from faculty, staff and parents about health office management and health related outcomes of care provided at school.
- ✓ Revision to goals and plans are made based on feedback received from administration and the school community related to care provided, management of office, available resources and communication practices.

4. Collegiality

E	P	GA	U

- Shares knowledge and skills with peers and colleagues as evidenced by such activities as multidisciplinary student assistance conferences or presentations at formal or informal meetings.
- Contributes to a supportive and healthy work environment.
- Participates in appropriate professional organizations in a membership or leadership capacity.

Collegiality Goals are evidenced by:

- ✓ Attends district or regional school nursing meetings on a regular basis, if available.
- ✓ Provides presentations to faculty and staff as requested and/or needed to enhance understanding of the health needs of the school community. Presentations could include faculty meetings, parent meetings or school assemblies to discuss topics related to blood borne pathogens, anaphylaxis, chronic health concerns and/ or emergent health issues (i.e., H1N1 Influenza A outbreak).
- ✓ Interacts with school faculty and staff regularly in a positive and supportive manner.

5. Collaboration

E	P	GA	U

- Collaborates with the client, the family, and healthcare providers regarding client care and the school nurse's role in the delivery of that care.
- Partners with others to effect change and generate positive outcomes through knowledge of the client situation.
- Documents referrals, including provisions for continuity of care.

Collaboration Goals are evidenced by:

- ✓ Strong partnerships with students and parents are fostered, resulting in positive, caring and trusting relationships.
- ✓ Participation in Child Study Team or Committee on Special Education meetings to collaborate with faculty, staff and parents as appropriate to meet student health needs.
- ✓ Accessible records that provide information related to healthcare referrals made as a result of screenings, school physicals and/or illness and injury care.

6. Ethics

E	P	GA	U

- Delivers care in a manner that preserves and protects client autonomy, dignity, and rights, sensitive to diversity in the school setting.
- Maintains client confidentiality within legal and regulatory parameters of both health and education.

Ethics Goals are evidenced by:

- ✓ Understands the Family Education and Privacy Act and follows the legal guidance related to confidentiality of student health information and records.
- ✓ Is informed about New York State laws, regulations and guidance and follows them as a part of daily school nursing practice.

7. Research

E	P	GA	U

- Utilizes the best available evidence, including research findings, to guide practice decisions.
- Participates in data collection at the local and state level (surveys, pilot projects, formal studies).
- Critically analyzes and interprets research for application to practice.

Research Goals are evidenced by:

- ✓ Is aware of current research and guidance in the field of pediatric and school nursing.
- ✓ Participates in data collection, including the State Immunization Survey, State Student Weight Status Category Reporting and other state and local opportunities to share data appropriately.
- ✓ Updates individual practice of school nursing based on current research.

8. Resource Utilization

E	P	GA	U

- Assists the client and family in identifying and securing appropriate and available services to address health related needs.
- Assigns or delegates tasks, based on the needs and condition of the client, potential for harm, stability of the client's condition, complexity of the task, and predictability of the outcome; as defined and permitted by individual state nurse practice acts; and according to the knowledge and skills of the designated caregiver.

Resource Utilization Goals are evidenced by:

- ✓ Provides input to families as to available resources and care available in the community.
- ✓ Delegates care when appropriate to an individual with appropriate training and licensure.
- ✓ Understands the New York State Nurse Practice Act and practices according to its guidance.

9. Leadership

- Engages in teamwork as a team player and a team builder.

E	P	GA	U

- Demonstrates a commitment to continuous, lifelong learning for self and others.
- Exhibits creativity and flexibility through times of change.
- Serves in key roles in the school and work settings by participating on committees, councils, and administrative teams.

Leadership Goals are evidenced by:

- ✓ Participates on a school committee, council or team .appropriate to school health (District Health and Wellness, School Health Index, Child Study Team, Crisis Intervention and Planning, etc.).
- ✓ Serves in a position of leadership in the school, district or professional association or is viewed as a leader related to student health in the school and/or district.

10. Program Management

E	P	GA	U

- Manages school health services as appropriate to the nurse’s education, position, and practice environment.
- Develops and implements health policies and procedures in collaboration with the school administration, the board of health, and the board of education.
- Adopts and uses available technology appropriate to the work setting.

Program Management Goals are evidenced by:

- ✓ Accesses state information related to laws, regulations and guidance and follows the guidance appropriate to nursing in the school setting.
- ✓ School health office is managed in accordance with state and local policies and protocols.
- ✓ Mandated screenings and reports are completed in a timely and efficient manner with the appropriate referrals and reports completed and delivered to the appropriate parties.
- ✓ Computer and web based resources are used as appropriate to the individual school health office setting.

Appraiser’s Comments: _____

School Nurse’s Comments: _____

Nurse’s Signature: _____ Date: _____

Appraiser’s Signature: _____ Date: _____

APPENDIX F

TEACHING ASSISTANT EVALUATION/OBSERVATION FORM

To:
From: Building Principal or other Evaluator
Re: Classroom Observation
Date: _____ Class and/or Time: _____

Personal

Teaching Skills

Classroom Management & Discipline

Professional

Please meet with me at your earliest convenience to discuss this observation (You may attach comments if you wish).

Signed: _____ Signed: _____ Date: _____
Observer Teacher

APPENDIX G
NON-ELECTIVE CONTRIBUTIONS

1. Non-elective Employer Contribution. The District agrees to make a Non-elective Employer Contribution for those members of the bargaining unit represented by the Association who are eligible for and receive the retirement incentive described in Article VIII (8) and/or early retirement incentive described in Article VIII (10) of the Collective Bargaining Agreement (“CBA”). The amount of the Employer's Non-elective Contribution shall be determined by the applicable provision(s) of the CBA. The District will remit the contribution within thirty (30) days of retirement.
2. No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contributions described herein.
3. Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause the contributions to an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non elective Contributions made post-employment to a former employee’s 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 exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- (a) For all members of 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 an rights to, including the ability to receive, any excess amount as compensation unless the Contribution Limit of the Internal Revenue Code is fully met through payment of the Employer's Nonelective Contribution; and
- (b) For all members of the New York State Teachers' Retirement System ("TRS") with a membership date on or after June 17, 1971, and for all members of the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. If 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 (to the extent that such contribution does not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the

year of the employee's retirement, until such time as the Employer Non-elective Contribution is fully deposited into the employee's 403(b) account.

4. 403(b) Accounts. Employer contributions shall be deposited into the 403(b) account selected by each recipient employee, from the list of 403(b) providers approved by the District. If the employee does not already have such an account, the Employer shall deposit the employer contributions, in the name of the employee, into such an account established in the employee's name.
5. Tier I Adjustments. For Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contributions hereunder will be reported as nonregular compensation to the New York State Teachers' Retirement System.
6. Conformity to Law. This shall be subject to all applicable statutes, 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 the Employer shall promptly meet and alter those portions in order to provide the same or similar benefits, which conform, as closely as possible, to the original intent of the parties.
7. Accurate Information. 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 employee's Includible Compensation.
8. Hold Harmless Agreement. The 403(b) provider must agree to enter into a "hold harmless" agreement with the Employer, agreeing to defend and indemnify the District from potential liability in the event that the plan and contributions made thereunder are determined not to comply with the Internal Revenue Code (except for noncompliance which results from incorrect information provided by the Employer or the employee). If any penalty or other assessment is charged against the Employer by the Internal Revenue Service, the New York State Department of Taxation and Finance, or a court as a result of an improper contribution to any Section 403(b) account or the improper withholding or non-withholding of any required deductions, under this MOA, which is due to incorrect information or instructions from the employee(s) or the Association or otherwise due to the fault of the employee(s) or the Association, the employee(s) involved or the Association shall hold the Employer harmless for such penalty or other assessment. However, the employee(s) and the Association will not have an obligation under this paragraph if the penalty or other assessment is due to the fault of the Employer, or if the Employer is indemnified by the 403(b) provider for such penalty or other assessment.

9. No Representations or Warranties. In agreeing to adopt (and/or modify) the 403(b) program noted. The District makes no representations or warranties concerning the accuracy of any interpretation of law or applicable regulations advanced to the District or described by the Association or other parties, and their employees and agents.

The District and the Association make no representations or warranties regarding the investment choices made by each employee and the future value of each employee's 403(b) account. All or part of the investment choices may not be guaranteed.

10. Taylor Law Clause. 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 additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

**APPENDIX H
SIGNATURE PAGE**

This contract shall be dated July 1, 2025, through June 30, 2028, and thereafter it will remain in full force and effect until amended by the parties or replaced by a successor agreement.

SIGNATURE PAGE

FABIUS-POMPEY EDUCATION
ASSOCIATION

FABIUS-POMPEY CENTRAL SCHOOL
DISTRICT

Andrew Kopp, Association President

Lloyd L. Peck, Superintendent of Schools

Date

Date