
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
FRANKLIN SQUARE UNION
FREE SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO

CSEA
NEW YORK

Franklin Square UFSD Teacher Aides Unit #7233-02
Nassau County Educational Local 865

July 1, 2025 - June 30, 2028

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
I. RECOGNITION CLAUSE.....	1
II. LEGISLATIVE ACTIONS	1
III. GRIEVANCE PROCEDURES	1
IV. HOURS OF WORK.....	4
V. WAGES AND COMPENSATION	5
VI. JURY DUTY	7
VII. RETIREMENT	7
VIII. WORKERS COMPENSATION.....	7
IX. SICK LEAVE	7
X. PERSONAL LEAVE.....	8
XI. BEREAVEMENT LEAVE.....	9
XII. DUES DEDUCTION.....	9
XIII. INFORMATIONAL CLAUSE.....	9

XIV. WORKSHOP ATTENDANCE	10
XV. LABOR MANAGEMENT MEETINGS	10
XVI. EMPLOYEE CAPABILITY	10
XVII. SENIORITY & PROMOTIONAL OPPORTUNITIES	10
XVIII. LEAVES OF ABSENCE	11
XIX. DURATION OF AGREEMENT	11
XX. HEALTH INSURANCE AND BENEFITS	11

This AGREEMENT made on this 3rd day of June 2025, by and between the BOARD OF EDUCATION of the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, hereinafter termed the "BOARD", and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, NASSAU EDUCATIONAL LOCAL 865, FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT TEACHERS AIDES, hereinafter referred to as "ASSOCIATION".

PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this Agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the BOARD and the ASSOCIATION, the BOARD and the ASSOCIATION agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that unless both parties agree in writing to re-open the Agreement as to any item, negotiations will not be reopened at any time, whether contained herein or not, during the life of this Agreement.

I. RECOGNITION CLAUSE

The BOARD, having determined that membership in the Association is supported by a majority of its employees currently employed in the following categories, hereby recognizes the said ASSOCIATION as the sole bargaining agent for the categories of employees as follows:
Teachers Aides

This Agreement and all terms and conditions thereof shall be effective as of the date of execution, except that salary increases and changes to benefits shall be effective as of the dates specified herein.

II. LEGISLATIVE ACTIONS

It is agreed upon between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval. It is also agreed, should any provision of this agreement be found to be illegal, that provision shall be eliminated from the agreement and the parties shall immediately meet in an attempt to negotiate another provision in its place.

III. GRIEVANCE PROCEDURES

A. Basic Principles

1. All employees shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or conditions of employment without fear of coercion, discrimination, or reprisal.

2. All employees shall have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.

3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.

4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.

5. It is also understood that if the ASSOCIATION employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

B. Definitions

1. Employee shall mean any member represented by the ASSOCIATION (Teacher Aide).

2. The term "BOARD of Education" means duly elected trustees of the Franklin Square Union Free School District.

3. "Grievance" means any alleged violation, misinterpretation or inequitable application of any provision of this collective bargaining agreement or existing law or policies of the Board of Education or District Administration which involve the employee's health or safety or physical facilities affecting them. This excludes any matter involving disciplinary proceedings, termination of employment, compensation (unless specifically addressed in this contract), retirement benefits (unless specifically addressed in this contract), or any matter which is otherwise reviewable pursuant to law, Civil Service Regulations, or any rules or regulations having the force and effect of law.

4. "Complainant" means any ASSOCIATION employee (as defined above) who presents an alleged grievance.

5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting ASSOCIATION employees.

6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.

7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of command, i.e. the Building Principal.

C. Procedures for Individual Grievance

1. First Stage - Informal Presentation

a. An employee who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy this situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.

b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.

c. The supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage - Written Statement

a. If the complainant is not satisfied with the decision, the complainant, within five days thereafter, shall request a review and determination of his/her grievance by the Assistant Superintendent for Business or other person designated by the Superintendent of Schools. Such request shall be in writing (three copies) and shall specify in detail the grievances and relief sought. One copy shall be given to the Assistant Superintendent or other person designated by the Superintendent of Schools, one copy to the immediate supervisor, and one copy retained by the complainant. Thereupon, and within five days after receiving such request, the immediate supervisor of the complainant shall submit to the Assistant Superintendent for Business or Superintendent of School's designee, a written statement concerning the facts of the grievance and his/her recommendations for resolution of the grievance.

b. Within five days of receipt of the immediate supervisor's statement, the Assistant Superintendent for Business or Superintendent of Schools' designee, shall make his/her decision in writing, including fact findings, conclusions and recommendations and shall give a copy of this to the complainant.

3. Third Stage

a. If the complainant is not satisfied with the decision at stage two, the complainant may within seven days after receiving the written decision, request in writing a review and determination of his/her grievance by the Superintendent of Schools, setting forth in detail the respects in which the said decision is in error or improper and giving a copy to the Assistant Superintendent for Business or the Superintendent of School's designee who made the decision in second stage. Thereupon, and within five days after receiving

such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.

b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.

c. The Superintendent of Schools shall notify the complainant and the Union within ten days, in writing, of his/her decision.

4. Fourth Stage

a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the BOARD of Education. This written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with the Superintendent of School's decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.

b. The BOARD, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the BOARD, the meeting may be held before the BOARD, a committee of the BOARD, or the School Attorney.

c. Such meeting shall be fixed at a date not more than twenty, and not less than ten days, from the date of mailing of the notice thereof by complainant or his/her representative or Union.

d. The BOARD, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final adjournment or extension thereof, which decision shall be final. The decision shall be made a record of the BOARD, with a copy furnished to the complainant or his/her representative.

IV. HOURS OF WORK

The work year shall be 178 days plus 4 Superintendent's Conference Days and work hours shall be 7 hours per day with a 30 minute lunch period (on employee's time) and a 15 minute break. The 15 minute break shall be scheduled in conjunction with the lunch period unless a different time is agreed upon by the Teacher Aide, the classroom teacher, and/or the Building Principal.

Teacher Aides may be scheduled to work a seven and one-half hour work day if the District Teachers' work schedule is enlarged or modified, concurrent with the District Teachers' work schedule, with one-half hour off for lunch (on employee's time) and a 15 minute break. The 15 minute break shall be scheduled in conjunction with the lunch period unless a different time is agreed upon by the Teacher Aide, the classroom teacher, and/or the Building Principal. In the

event the Teacher Aides' workday is extended to seven and one-half hours, there will be an increase in salaries based upon each Teacher Aides' then current daily rate.

The School District will notify Teacher Aides of their placement no later than August 15 of the upcoming school year. Effective with the 2023-24 school year, the School District will notify Teacher Aides of their placement no later than August 1 of the upcoming school year. Placements are subject to change based upon the needs of the district.

V. WAGES AND COMPENSATION

(A) WAGES:

Annual salary increases, commencing July 1, 2025 are to be as follows:

Year 1: 2025-26	\$2000
Year 2: 2026-27	\$2000
Year 3: 2027-28	\$2000

(B) ANNUAL STIPEND: INTENSE SUPPORT PROGRAM:

Teacher Aides serving in the Intense Support Program at John Street School or individualized aides with students that have been pre-determined to utilize the Student Support Center at Polk Street School shall receive an annual stipend as set forth in this Paragraph B. In addition, aides working with students with significant behavior issues who demonstrate a need for CPI and verbal and physical de-escalation strategies and techniques will be evaluated for three months to determine if it is being used regularly. Kindergarten students will be evaluated after at least six months. The Director of Pupil Personnel Services in consultation with the BCBA and psychologist will meet to make this determination. Should it be warranted, a stipend will be provided to the aide assigned to that student. If after six months a Kindergarten student is not designated for the services as set forth herein, the District will meet with the Association to discuss such student at the Association's request. Stipends will not be removed from any aide whose position is changed by the District during that school year; this does not include any aide requesting a change of placement that is granted by the District.

Year 1: 2025-26	\$4000
Year 2: 2026-27	\$4000
Year 3: 2027-28	\$4000

Any classroom aide who is designated for the school year to provide on a daily basis coverage for such one-to-one aide for lunch, recess, or absence shall receive an annual stipend of \$250.

(C) LONGEVITY:

- (1) Effective July 1 immediately following an employee's completion of ten (10) years of continuous full-time service, full-time unit members in the District shall be given a longevity increase in salary of \$850, which increase shall become part of their salary.
- (2) Effective July 1 immediately following an employee's completion of twelve (12) years of continuous full-time service, full-time unit members in the District shall be given a longevity payment of \$600, which payment shall not become part of their salary.
- (3) Effective July 1 immediately following an employee's completion of fifteen (15) years of continuous full-time service, full-time unit members in the District shall be given a longevity increase in salary of \$850, which increase shall become part of their salary.
- (4) Effective July 1 immediately following an employee's completion of eighteen (18) years of continuous full-time service, full-time unit members in the District shall be given a longevity payment of \$600, which payment shall not become part of their salary.
- (5) Effective July 1 immediately following an employee's completion of twenty (20) years of continuous full-time service, full-time unit members in the District shall be given a longevity increase in salary of \$1000, which increase shall become part of their salary.
- (6) Longevity payments shall be non-cumulative, and accordingly, there shall be no longevity payments in the years between longevity milestones.

(D) COMPENSATION FOR AFTER HOURS PROGRAMS:

Teacher Aides serving in the Extended ISP Program and/or performing Home Care or Parent Training shall be compensated at \$30/hour. Teacher Aides serving in the Morning Care Program shall be compensated at the rate of \$30/day. If morning care enrollment exceeds 50 students, compensation will be increased by \$5/hour for the remainder of that school year. Teacher Aides providing services to a student per an IEP or 504 Plan in connection with clubs or theater shall be paid \$30/day.

Teacher Aides appointed to work with after school clubs shall be compensated as follows:

Year 1: 2025-26	\$23 per hour
Year 2: 2026-27	\$24 per hour
Year 3: 2027-28	\$25 per hour

(E) COMPENSATION FOR SUMMER EMPLOYMENT:

Ten month Teacher Aides employed in the Summer ISP Program and Seasonal Employees will be compensated as follows:

Year 1: 2025-26	\$23 per hour
Year 2: 2026-27	\$24 per hour
Year 3: 2027-28	\$25 per hour

(F) AFTER SCHOOL (ACE) PROGRAM

Teacher Aides accepting an assignment as an Aide in the ACE Program shall be compensated as follows:

Year 1: 2025-26	\$23 per hour or \$30 per hour if Aide to Lead Teacher
Year 2: 2026-27	\$24 per hour or \$30 per hour if Aide to Lead Teacher
Year 3: 2027-28	\$25 per hour or \$30 per hour if Aide to Lead Teacher

(G) BUS ASSIGNMENTS

Teacher Aides assigned to ride the bus with a student will be compensated at \$30/run or \$60/day.

VI. JURY DUTY

1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
2. Absence for purposes stipulated in "1" shall not be charged against sick or personal leave.
3. All remuneration received by an employee for service provided in "1" hereof shall be paid over to the BOARD within five (5) after the same shall have been received.

VII. RETIREMENT

The BOARD shall continue to grant members of the ASSOCIATION the benefits of the New York State Employees Retirement Plan. The District shall provide retirement coverage in the State Retirement System for the plan known as "75-g".

VIII. WORKERS COMPENSATION

Employees absent because of injury arising out of and in the course of employment shall be granted and charged against sick leave with full pay, which shall not exceed accumulated sick leave. Money received by an employee as Workers Compensation shall be reimbursed to the District, not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused sick leave and added to accumulated sick leave. Teacher aides who have a workers' compensation qualifying absence as a result of the physical injury or illness in connection with the student attack or student misconduct, shall be compensated at the daily rate for up to five (5) days.

IX. SICK LEAVE

Absence from duty because of personal illness shall be excused with full pay on the basis as follows:

1. Effective July 1, 2022, the annual allotment of sick leave days shall be credited on the first day of employment and each July 1 thereafter.
2. Effective July 1, 1996, employees may accrue a maximum of 9 sick days per year. Effective July 1, 2007, employees may accrue a maximum of 10 sick days per year. Effective July 1, 2025 employees with 1 to 3 years of service shall be credited with 10 sick leave days per year and employees with 4 or more years of service shall be credited with 12 sick leave days per year.
3. Should an employee be absent for five (5) or more consecutive sick days, he/she is to present a doctor's note.
4. Terminal leave payment for accumulated sick leave shall be for employees retiring from active employment with School District into the New York State Employees Retirement System.

Employees shall be entitled to accumulate up to One Hundred and Twenty (120) unused days of sick leave, for which employees retiring from active employment with the District into the New York State Employees Retirement System will receive payment equal to one (1) day of unused sick leave for every three (3) days so accumulated.

5. Employees resigning employment, but not retiring under the NYSERS, following fifteen years of continuous service, shall receive payment equal to one (1) day of unused sick leave for every three (3) days of an accumulated maximum of fifty (50) days.
6. Compensation shall be on the basis of a fixed daily rate of \$165 times the number of accrued unused sick leave days at the rate of 1 day for every 3 accrued days (e.g., 100 days x .333 x hundred \$165 = \$5495).

X. PERSONAL LEAVE

1. Teacher Aides shall be entitled to three (3) personal days with pay per year. Personal days are not cumulative.
2. Personal days must have 48 hours' advance notice and approval of the Superintendent of Schools and shall include the following:
 - i. Legal matters, including house closings, income tax hearings, adoption proceedings, court appearances, probate proceedings, and the like;
 - ii. Ceremonies such as family weddings, graduations and religious exercises;
 - iii. Household moving;
 - iv. Funeral attendance/bereavement for family members not specified in Article XI;
 - v. Religious holidays;
 - vi. Illnesses not covered in Article IX, in the sole discretion of the Superintendent; and

- vii. Any other reason approved by the Superintendent in his sole discretion.
- 3. The 48 hours' notice as set forth Paragraph 1 shall not apply in the case of an emergency as approved by the Superintendent.
- 4. Any unused personal leave at the end of the school year may be carried over for use as sick leave.

XI. BEREAVEMENT LEAVE

Bereavement leave of four (4) days shall be granted in the death of a spouse, mother, father, child, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law. An additional day of bereavement shall be granted for the death of an immediate family member to be defined as a spouse, mother, father or child.

XII. DUES DEDUCTION

The BOARD agrees to deduct from salaries of its employees dues and insurance premiums for the ASSOCIATION as said employees individually and voluntarily authorize the BOARD, in writing, to deduct and to transmit such monies to the Civil Service Employees ASSOCIATION, Inc., 143 Washington Avenue, Albany, New York. Employee authorizations shall be in writing and in a manner consistent with Section 9-3B of the Municipal Law, Chapter 392 of the Laws of 1967.

Deduction shall be made uniformly and consistently.

Any teacher aide shall have the right to payroll deduction of his/her membership dues and insurance premiums as provided under Chapter 392 of the Laws of 1967.

If an employee chooses to revoke his/her payroll deduction authority with regard to union dues, it shall be done in accordance with applicable law.

If the employee then changes his or her mind and signs a new payroll deduction card, he or she shall be afforded the payroll deduction right. Such changes must be presented to the Assistant Superintendent for Business, in writing, at least five (5) working days prior to the payroll date on which said change is to become effective.

The ASSOCIATION assumes full responsibility for the disposition of funds so deducted once they have been turned over to the authorized representative.

XIII. INFORMATIONAL CLAUSE

On the effective date of this Agreement, BOARD will supply to the ASSOCIATION a list of all employees in the bargaining unit, indicating the employees' names, addresses, job titles, work locations, membership status, insurance deductions, and the first date of employment. Such information shall be provided to the ASSOCIATION on an annual basis.

XIV. WORKSHOP ATTENDANCE

Employees will be permitted to attend employment related workshops and/or training provided by the School District, in person or online, outside of regular working hours during the calendar year shall be compensated at the employee's contractual hourly rate. Any such workshops and/or training which occurs during the summer shall require prior approval from the Superintendent or designee, and if approved, shall be compensated at the employee's contractual hourly rate.

XV. LABOR MANAGEMENT MEETINGS

A Labor-Management committee will be formed on an "as needed basis", composed of two Employee members and two District appointed members, to discuss issues of concern to ASSOCIATION and the District.

XVI. EMPLOYEE CAPABILITY

Authority of District in its discretion to require an Education Law 913 examination of an employee to determine fitness and capability to perform duties, as follows:

Superintendent may require an examination of an employee on sick leave or disability, or of an employee who the Superintendent suspects may be unfit or incapable of performing his/her job duties by a District designated physician. For purposes of this paragraph, the provisions of Section 913 of the Education Law are made applicable to District's directed examinations of employees; which provisions and the judicial interpretation thereof shall govern.

XVII. SENIORITY & PROMOTIONAL OPPORTUNITIES

An "In-Service Credit" salary adjustment of Six Hundred (\$600) Dollars based upon completion of six (6) one credit approved courses; each one credit course requiring a minimum of fifteen hours coursework, as follows:

Upon submission to the Superintendent of suitable proof of attendance and completion of six (6) in-service courses, the Unit member's annual salary shall be increased in the amount of Six Hundred (\$600) Dollars, effective the date of submission of such suitable proof.

In order for a Unit member to obtain one (1) in-service course credit, he/she must attend fifteen (15) hours of a pre-approved in-service course. One absence from such in-service course, not exceeding one and one-half (1½) hours, will be permitted. Under no circumstance shall an employee receive an annual salary increase based upon completion of approved in-service courses until the employee has accumulated a total of six (6) in-service course credits, with each course credit equaling fifteen (15) hours of attendance.

Unit member must submit a written request for Superintendent's pre-approval on in-service course attendance on a District prescribed form prior to the first session of such in-service

course. The request forms will be available in the Office of the Assistant Superintendent for Business.

The Superintendent may, in his/her sole discretion, authorize a Unit Member's attendance of a course outside of the School District, and may in his/her sole discretion schedule and implement such courses outside the School District. All such out-of-District courses must satisfy the aforementioned fifteen hour criteria.

XVIII. LEAVES OF ABSENCE

Employees who have one or more years of service, may, in the Employer's discretion, be granted leave without pay upon recommendation of the Superintendent. The BOARD may grant an employee a leave without pay for a period or periods up to one (1) year for reasons of protracted illness, compelling personal hardship or for education requirements. All accrued sick and personal time must first be utilized. Reinstatement will follow upon their return. No sick leave, personal leave or retirement credit will be accrued during the period of absence for leave without pay, nor other benefits of any nature paid to or on behalf of an employee during leave without pay. BOARD may require that such leaves of absence conclude December 31st or June 30th during the school year so as to minimize disruption to the employee's assigned classroom and/or student.

XIX. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025 and shall continue in force and effect through June 30, 2028.

XX. HEALTH INSURANCE AND BENEFITS

The District agrees to extend health plan benefits in the New York State Health Insurance Empire Plan for individual and family coverage, with employees contributing as follows:

50% of the individual premium; or
35% of the individual premium, plus 35% of the difference between individual and dependent premiums for family coverage.

The District shall contribute on behalf of each bargaining unit member the sum of \$500 annually to a flexible spending account.

The District reserves the right to change health insurance plans if the premium for the health insurance benefits exceeds the cap established under the Affordable Care Act.

Teacher Aides may enroll in the CSEA Employee Benefit Fund Solstice Dental and/or Vision Plans at their own expense.

Dated: July __, 2025

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representative on the day and year first above written.

CIVIL SERVICE EMPLOYEES
ASSOCIATION LOCAL 1000-FRANKLIN
SQUARE UNION FREE SCHOOL DISTRICT
TEACHERS AIDES ASSOCIATION

BOARD OF EDUCATION
FRANKLIN SQUARE UNION
FREE SCHOOL DISTRICT

By: 
Christine Gambino, President

By: 
Dr. Jared Bloom, Superintendent

By: 
Tim Boerum, LRS

By: 
Stephen Toto, President

CSEA

NEW YORK

LOCAL 1000, AFSCME, AFL-CIO
MARY E. SULLIVAN, PRESIDENT

