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#### **Contract Database Metadata Elements**

Title: **Springville-Griffith Institute Central School District and Griffith Institute Faculty Association (2005)**

Employer Name: **Springville-Griffith Institute Central School District**

Union: **Griffith Institute Faculty Association**

Local:

Effective Date: **09/01/05**

Expiration Date: **08/31/10**

PERB ID Number: **6266**

Unit Size: **127**

Number of Pages: **44**

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**CONTRACT**  
**BETWEEN THE**  
**SPRINGVILLE-GRIFFITH INSTITUTE**  
**CENTRAL SCHOOL DISTRICT**  
**AND THE**  
**GRIFFITH INSTITUTE FACULTY ASSOCIATION**

**RECEIVED**

DEC 17 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**Begins: September 1, 2005**

**Ends: August 31, 2010**



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## ARTICLE 1. INTRODUCTION

### Section 1.1 Preamble

- 1.11 This Contract is made and entered into by and between the Superintendent of Schools of the Springville-Griffith Institute Central School District (“District”) and the Griffith Institute Faculty Association (“Association”) in compliance with provisions of Article 14 of the State Civil Service Law (The Public Employees Fair Employment Act).

### Section 1.2 Recognition

- 1.21 The Association is recognized as the exclusive negotiating agent for all employees eligible for membership in the Instructional Unit for the maximum period permitted by law.
- 1.22 The unit (GIFA) is defined as all certified personnel (except administrators and directors) including department coordinators, guidance counselors, school psychologists, occupational therapist/physical therapists, regular substitute teachers, whether or not they actually be engaged in classroom instruction. This unit hereinafter shall be referred to as the “Instructional Negotiating Unit”.
- (a) Occupational Therapists and Physical Therapists shall not be entitled to the following rights and privileges under this Agreement:
1. Inclusion on Teacher Seniority Lists: A separate seniority list will be established for Occupational Therapists and Physical Therapists.
  2. Probationary Periods: All laws, rules and regulations of Civil Service shall apply. Occupational Therapists and Physical Therapists will serve a six-month probationary period.
  3. All provisions related to mentoring/intervention shall apply
  4. All provisions relative to dismissal and layoff: Among Occupational Therapists and Physical Therapists appointed on the same day seniority shall be determined by the person who has the lowest retirement number with the New York State Employees Retirement System.

- 1.23 The language in the Contract is for a period of five (5) years commencing September 1, 2005 and ending August 31, 2010.

### Section 1.3 Definitions

- 1.31 As used in this Contract”

- (1) “Board” shall mean the Board of Education of Springville-Griffith Institute Central School District.
- (2) “Superintendent” shall mean the Superintendent of Schools of Springville-Griffith Institute Central School District.
- (3) “Association” shall mean the Griffith Institute Faculty Association.
- (4) “Teacher” shall mean an employee occupying a position in the Instructional Unit.

- (5) "Certified Personnel" shall mean those persons appointed to full-time or part-time positions of employment requiring certification as a teacher by the State Education Department.
  - (6) "Contract" shall mean this Contract, all written amendments to this Contract, and all appendices (if any) to this Contract, all as ratified by the Board and the Association.
  - (7) "Regular Substitute" means only those substitute teachers who are hired to replace a teacher on leave of absence which leave is expected at the time of hire to last for at least 12 consecutive weeks.
- 1.32 The use of the masculine gender in this contract includes the feminine gender. The use of the feminine gender in this Contract includes the masculine gender.

#### Section 1.4 Negotiation Procedures

- 1.41 Upon request of either party for a meeting to open negotiations for a new contract, a mutually acceptable date will be set not more than fifteen (15) work days following such request. Such request is to be made on or before April 1 of the Contract expiration year; however, actual negotiations will not commence prior to March 1 of that year.
- 1.42 Both parties agree to meet as frequently as necessary preceding contract expiration to achieve agreement on the terms of the contract. No meeting shall adjourn without the scheduling of its successor. Both parties agree to avoid and discourage delay. In order to avoid unduly imposing on teaching schedules, all meetings shall conclude at 11:00p.m. unless the parties mutually agree otherwise.
- 1.43 At the first negotiation meeting, the parties shall exchange their proposals for a new contract which shall be in the form of specific additions to or deletions from the language of this Contract.
- 1.44 Negotiation meetings are to be held normally outside of school hours. When it becomes necessary by mutual consent to conduct negotiations during school hours, the District shall grant leave with pay and without charge to personal leave and the Association shall bear the expense of providing substitutes for the negotiating teachers.
- 1.45 As soon as practicable during each meeting, each item tentatively agreed to shall be reduced to writing, dated, initialed by the chief spokesperson for each party, and a copy given to each party.

### **ARTICLE 2. SCHEDULES, DUTIES, AND ASSIGNMENTS**

#### Section 2.1 School Year

- 2.11 The school year for teachers shall mean the full ten months period that the public schools of the state are required by law to be in session during any school year.

2.12 The teacher attendance calendar for school years 2005-2006 through 2009-2010 shall consist of not more than 187 days including those days when school is closed because of snow or other emergencies, provided, however, that the actual number of days when teachers are in attendance to instruct pupils shall not be less than 180. The first teacher attendance day shall not be earlier than one (1) week preceding labor Day and if there are days scheduled they will be scheduled for Tuesday and Wednesday and the last such day shall not be later than June 30th. Nothing in this paragraph shall prohibit the requirement of attendance by new teachers at an orientation day. GIFA agrees to open negotiations regarding the teacher attendance calendar at such time as the State Education Department changes the existing mandates.

2.13 In addition, it is understood that teacher attendance and utilization during the interval between Regent's Exams and June 30<sup>th</sup> will be guided by past practice. However, it is expressly understood herein that the District's right to require attendance during this interval is not abrogated when conditions so warrant such requirement and if such requirement be deemed in dispute, it shall be negotiated with the Association.

The last day of the school year shall not be assigned for the instruction or supervision of students (other than such Regents examinations which the State designates to be conducted on that date), as long as there have been at least 181 state-aidable days during the school year.

2.14 On the first day of potential student attendance, teachers at CES and SES will be in attendance for the regularly scheduled hours, however, they will not be assigned to student instruction. All teachers will have time within their building (CES and SES), not structured by the District to meet with their colleagues to plan for curriculum work or scheduling. This day is to be duty-free, with the possible exception of a maximum two (2) hour block of time first thing in the morning, ending no later than 10:30 a.m., or a maximum two (2) hour block of time at the end of the day, beginning no sooner than 1:30 p.m.. This time would be for the Building Administrator to schedule a "walk through" or welcoming activity for the incoming students and parents or other activity to facilitate planning.

2.15 For Springville Elementary School and Colden Elementary School, three half-days free from student instruction shall be provided (two in the first semester of the school year and one in the second semester of the school year); for the express purpose of allowing the teaching staff to schedule and conduct parent/teacher conferences, providing nothing in this paragraph shall be considered to prohibit the teaching staff from scheduling and conducting parent/teacher conferences at other times.

#### Section 2.2 Work Day

2.21 Teachers, Occupational Therapists and Physical Therapists will be required to be at their respective schools no earlier than 15 minutes before the student day and the teacher day shall not exceed 7 hours and 15 minutes. Teachers, Occupational Therapists and Physical Therapists will be available for all conferences and scheduled meetings.

- 2.22 For purposes of computing compensation, one-half day at elementary schools shall mean one-half of the normal school day for the teacher in question.
- 2.23 Building principals may be expected to call one regular faculty meeting beyond or before the above sessions each month and other meetings warranted by the instructional program or emergency situations.
- 2.24 Teachers will be assigned preparation times as listed below:
- (1) high school teachers—one period each day,
  - (2) middle school teachers—one period each day,
  - (3) elementary school teachers—one thirty (30) minute period each day.
- The period shall occur during the student's scheduled day.

Preparation time will be used to plan and prepare for classroom work and a teacher will not be assigned any other duties during his preparation time. Preparation time is in addition to duty-free lunch time. The Secondary Level (7-12) department heads of the Business, English, Mathematics, Science, Social Studies and Foreign Language Department Chairman shall each continue to have one unassigned period of department head work in addition to the department head's preparation period as a teacher.

- 2.25 The District may request an Association member to modify the start and end time of their workday to perform necessary duties that are mutually agreed upon. The extent of any modification shall not be more than 2 hours in time. The workday of such Association members shall not exceed the 7 hours and 15 minutes indicated in Section 2.21. Any requested modification shall be done on a voluntary basis. These modifications shall not impact any other contractual language including preparation times and lunches.

#### Section 2.3 Class Size

- 2.31 In keeping with the District's continuing policy of providing the best for all children of the District, class size and teacher assignments will be maintained at a level consistent with sound and current educational practices.

#### Section 2.4 Miscellaneous

- 2.41 Teachers are excluded from responsibility of money collections except for:
- (1) teacher-generated materials (e.g. book clubs, review books, club or activity funds, etc.), and
  - (2) when the District is operating under a contingency budget, teachers shall assume, when requested, responsibility for collection of Board approved fees for supplies and materials in which latter case the District shall hold the teachers harmless for such collections provided that the teachers exercise reasonable care in such collections.
- 2.42 A teacher may express a preference for a particular substitute who is certified in the area in which the teacher is working and who is on the District's approved substitute list. When a teacher has done so, the District will call the substitute and if the substitute answers the call and is available, the substitute will be used in

preference to other substitutes for the day or days in question. Notwithstanding the foregoing, a teacher may express a preference for a substitute who is not certified in the area in which the teacher is working and the same rule will apply, but no substitute may be used in an area for which he is not certified for more than 40 days in any school year.

- 2.43 All employees will be eligible to participate in a "Flexible Spending Account Plan" beginning November 1, 1993. The District will assume 100 percent of the yearly administrative per participant fees. The "yearly administrative per participant fees" will be for "monthly reimbursements, bi-weekly day care. This "Flexible Spending Account Plan" will be offered, if available, for the duration of the Contract.

### ARTICLE 3. ABSENCES AND LEAVES

#### Section 3.1 Short-Term Absences

- 3.11 Sixteen (16) days absence with pay will be allowed each year for personal illness. Of these 16 days, up to 8 days of absence with pay will be allowed for illness in the immediate family. Definition of immediate family shall be the same as that used for bereavement.

The District maintains its right to monitor sick leave.

- 3.12 Up to five (5) days of absence with pay for personal leave shall be granted to teachers for business which cannot be arranged other than during normal school hours. Application for such absences shall be made as far in advance as is practicable, no reason need be given, and except for emergency, shall be made at least forty-eight (48) hours prior to the date of the absence. Such days will not be taken on the day before, or the day following, a regularly scheduled vacation day without a reason being given. This leave shall not be charged to any other leave provision.
- 3.13 Any unused days from paragraphs 3.11, 3.12, and shall accumulate as accumulated sick leave days to a maximum of 225. In addition, and subject to the maximum accumulation of 225 days, five extra days shall be added to the accumulation at the end of any year if the teacher used none or only one day from those paragraphs, four extra days if only two days were used. Those teachers who have accumulated prior to the addition of the extra days allowed by the immediately preceding sentence- the maximum 225 days shall receive a cash bonus less all required Federal and State deductions equal to 100% of the per diem substitute pay times five days if the teacher used none or only one day from those paragraphs, 100% times four days if only two days were used.

- 3.14 Up to five (5) days may be used for each death in the immediate family of the teacher.

Immediate family means; spouse, child, parent, mother-in-law, father-in-law, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, grandparent, or other person who has served in a parental relationship to the teacher. One (1) day for each death may be used to attend the funeral of a relative not classified as immediate family.

- 3.15 Absences with pay will be allowed on recommendation of the Superintendent for educational conferences, trips involving school business, and visiting other educational institutions. Teachers shall be reimbursed for reasonable expenses incurred at the above conferences or meetings. This leave shall not be charged to any other leave provision. Teachers requesting leave to attend educational conferences shall submit their written request, along with content description of the conference, at least ten (10) days before the conference registration deadline and the teacher shall be notified of the District's consent or refusal within five (5) days after submission of their request.

- 3.16 Personnel summoned for jury duty during regularly scheduled workdays will continue to receive their regular pay. Absence for jury duty is exclusive from other leave provisions of this Contract. Salary continuance requires submission of the following documents to the Superintendent's Office:

- (1) Court summons or notice within three (3) working days of receipt,
- (2) Clerk of court record of number of days served, or
- (3) Other proof of appearance.

- 3.17 The District Office shall furnish to each teacher an update on his leave status by category of leave on the first teacher attendance day in September and first teacher attendance day in February of each year.

- 3.18 Whenever a teacher knows in advance of a need to use leave pursuant to paragraph 3.4 of this Contract, the teacher will give written notice thereof to the District as soon as possible after learning of the need. In the case of childbirth, the teacher will be expected to provide the District with at least 90 calendar days' notice.

#### Section 3.2 Long-Term Leave

- 3.21 Extended Sick Leave- A teacher who has used up his accumulated sick leave and suffers a prolonged and/or extraordinary illness will be entitled to sixty (60) days at full pay when the following requirements have been met:

- (1) A teacher who has less than sixty (60) days accumulated will be eligible for the benefit beginning the sixty-first (61<sup>st</sup>) consecutive day of absence.
- (2) A teacher who has more than sixty (60) days accumulated will be eligible for the benefit immediately following the use of the teacher's last sick day.

- (3) The Association, through a voluntary contribution method, will provide the number of days that a person on leave uses.

In extenuating circumstances, the Board may waive the sixty (60) day waiting period and/or extend the sixty (60) day coverage.

3.22 Unpaid leave of absence not to exceed one school year shall be granted to teachers who meet the following requirements:

- (1) The teacher must have completed at least three years' service with the District prior to the commencement of the leave.
- (2) The teacher must submit a written request for the leave to the Superintendent not less than fifty (50) school days prior to the first day of the leave.
- (3) The purpose of the leave must be one of the following:
  - a) To improve the teacher's health, or
  - b) To advance the teacher's education, or
  - c) To resolve a family emergency (family limited to spouse, parents and children), or
  - d) to accomplish some other purpose which the District determines to be acceptable and consistent with its interests as well as the employee's interests. Such determination shall be in the District's sole discretion and may be made without regard to whether or not leaves have been or may be granted to others for similar purposes or under similar circumstances.
- (4) Any leave of a semester or more in length shall not be for the purpose of nor used for, acquiring new or additional career-oriented income producing endeavors.

In granting such leaves, the district may, in its sole discretion, waive any or all of the foregoing rules in particular cases. No such waiver shall constitute a precedent of any kind.

3.23 Child-rearing leave, not to exceed two years, shall be granted to a teacher who has given reasonable notice of intent to take such a leave for the purpose of caring for a child who resides in the teacher's home and who is under one year of age at the time the leave begins. The time that the leave is to begin shall be determined by the teacher. The teacher shall return from the leave at the beginning of a semester within the two year period. The intended semester of return shall be specified by the teacher in the original request for leave. The actual time of return may be changed provided the teacher so notifies the District at least 30 days prior to the start of a semester. In extenuating circumstances, any of the provisions of this paragraph shall be waived by the Board. "Extenuating circumstances" shall mean, but not be limited to, death of the child, birth of a mentally or physically defective child or economic hardship.

### Section 3.3 Sabbatical Leave

- 3.31 Leave shall be for one year at one-half pay (year of leave), or one-half year at one-half pay (year of leave) and eligibility for full benefits.
- 3.32 Tenured, permanently certified professional staff members who have completed a minimum of five(5) consecutive years of service in the District shall be eligible. Applications may be submitted during the fifth year of service or any year thereafter.
- 3.33 This leave may be granted for the purpose of study in an accredited institution of higher learning, for independent study on a problem of value to the District and approved by the Board, research and/or writing, and for educational travel, or combination of any of the above.
- (1) Study: The program submitted shall be designed to increase applicant's understanding of educational change, improve technique in area of competence, or broaden experience in special subject fields.
  - (2) Independent Study: Applicant may engage in a study project of special interest and value to the District including improvement of instructional techniques, school business practices and educational innovation.
  - (3) Research and Writing: The program may be designed to provide time for writing of a dissertation for an advanced degree on the doctorate level, writing of a textbook, or writing of other educational materials approved by the Board.
  - (4) Educational Travel: Applicant who desires to travel must submit a complete statement of the proposed itinerary. The itinerary should include, if possible, visits to schools and classroom observations. Acceptable travel is defined as travel in foreign countries, or travel that will enrich applicant's experience and understanding of other peoples and other cultures. Before returning to duty, the employee on leave shall submit a satisfactory summary of his trip together with a statement of the educational growth obtained through his experiences.
- 3.34 A sabbatical leave shall be for a period of one-half or one school year. Each successful candidate shall receive one-half of the basic salary for which he is eligible during the period of leave. he shall be considered on a leave of absence without pay from all other school activities and duties. Payment of salary to staff member on leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. A staff member shall have no other employment while on leave without prior approval of the board, except for employment directly involved with the purpose of the leave. A leave recipient may accept scholarships, fellowships, assistantships, and the like where the purpose of the grant or appointment is in harmony with the stated purpose for the leave.
- 3.35 The application must be submitted to the Superintendent's Office on a form provided not later than April 1 preceding the school year in which the leave is to be taken. The application must include in addition to necessary specifics (e.g. dates of proposed leave, institution to be attended, course to be taken, etc.), a detailed statement which demonstrates how the proposed leave will meet the

- requirements of paragraph 3.33 of this Contract and a statement of precisely how the applicant believes the proposed leave will be of value to the District and will improve the professional service of the applicant.
- 3.36 Applications for sabbatical leave will be screened by a committee of teachers and administrators. The committee will include an administrator assigned by the Superintendent and six other members of the professional staff—three to be appointed by the Superintendent and three to be elected by the instructional level faculties (one each: elementary, middle and high). Committee members other than the assigned administrator will serve on a three-year staggered term. The recommendations of the committee will be forwarded to the Superintendent and the Board for consideration.
- 3.37 Criteria for selection will be:
- (1) the value of the proposed plan to the District
  - (2) improvement of the professional service of the applicant
  - (3) the degree of professionalism of the applicant as evidenced by professional activity, continued professional study, service to the District and students in various committee assignments, and overall competence in service rendered to the District.
- 3.38 The other terms of sabbatical leave are:
- (1) The candidate shall agree to return to service in the District for a period of two (2) years upon expiration of his leave of absence. In default of rendering such service, he shall refund to the District the entire amount of all salaries paid to him during his sabbatical leave and the full cost of all benefits paid to him or to others on his behalf (including payments to the New York State Teacher's Retirement System) during his sabbatical leave; provided, however, that the total amount to be refunded shall be reduced by 1/20<sup>th</sup> for each full month of service (during the September to June school year) rendered by the teacher following the end of his sabbatical leave. The amount to be refunded shall be paid in 12 equal installments on each of the first 12 monthly anniversary dates of the date when the teacher last worked for the District or, if the teacher failed to return to work for the District on the completion of the sabbatical leave, then on the first day of each of the 12 months next succeeding the last month of such leave.
  - (2) An employee on leave shall furnish reports, planned in consultation with the Superintendent, to indicate progress in attaining objectives of the leave. At the conclusion of the leave, a final written report shall be submitted to the Board and the Superintendent summarizing accomplishments and educational growth obtained during the leave.
  - (3) Plans approved which include formal study shall provide for a minimum of twelve (12) graduate hours per semester, or equivalent.
  - (4) Staff members on leave may not reapply until five consecutive years of service have lapsed. Initial applications will receive priority consideration over second-time applicants, other things be equal.
  - (5) Schedule rights of the employee shall be maintained as it pertains to retirement, hospitalization and all other employee benefits.
  - (6) Recipient shall be placed on the appropriate salary step upon returning. If the leave was for a full year or the second half of a year, the recipient will be placed on the next scheduled step above the step assigned while

on leave. If the leave was for the first half of a year, the recipient will be placed on the same step assigned while on leave.

- (7) A sabbatical leave may not be terminated before the date of expiration except as otherwise agreed upon by the Board. Interruption of a program while on leave caused by serious accident or illness, evidence of which is satisfactory to the Board, shall not be construed as a failure to fulfill the conditions under which the leave was granted. In these rare instances, an employee may be eligible for full sick leave benefits subject to review and approval of the Board.

- 3.39 The number of employees on a sabbatical leave at any one time, ordinarily, shall not exceed two. It is possible that lack of meritorious applications, failure to meet criteria cited in this leave policy and/or accompanying regulations, securing replacements, problems in operation of school, and/or financial circumstances may affect the number of leaves granted.

#### Section 3.4 Return From Extended Leave

- 3.41 It is the duty of all teachers on leave, whether paid or unpaid, to keep the District advised of their plans for returning to work. This shall be done in accordance with the following rules with respect to all leaves (including child-rearing leave) which have a total duration of one school year or more. Not earlier than the 150<sup>th</sup> nor later than the 130<sup>th</sup> day before the last day of the leave, the teacher shall notify the District in writing about the teacher's plans for returning. If the teacher fails to state in writing whether or not he plans to return to work after the leave expires and/or fails to cause that writing to be delivered to the Superintendent's Office on or before the 120<sup>th</sup> day before the last day of the leave, the District shall be entitled to treat that teacher as though he had delivered to the District on such 120<sup>th</sup> day a written resignation from his teaching position and the Board shall be entitled to accept such resignation forthwith. Neither the Association nor the teacher shall be allowed to contest the acceptance of the resignation in any manner other than through the grievance procedure of this Contract and then solely on the ground that circumstances beyond the teacher's control prevented the teacher from taking the actions required by this paragraph.
- 3.42 When a teacher returns from a paid or unpaid extended leave, the teacher shall be restored to the position the teacher held immediately prior to beginning of the leave provided that:
- (i) the position has not been abolished and
  - (ii) the teacher returns at the beginning of the school year. If the teacher returns at another time, the teacher will be entitled to that position at the beginning of the next school year if it has not been abolished.

### **ARTICLE 4: SALARIES AND RELATED BENEFITS**

#### Section 4.1: Salary Schedule

The annual salary of each teacher shall be determined in accordance with the Teachers Salary Schedules attached to this Contract as Appendix A and with the provisions of this Section 4.1 and Section 4.2 of this Contract. The Teachers Salary Schedule 2005-2006 is retroactive to

September 1, 2005 and continues in effect through and including August 31, 2006. The Teachers Salary Schedule 2006-2007 takes effect as of September 1, 2006, and continues in effect through and including August 31, 2007. The Teachers Salary Schedule 2007-2008 takes effect as of September 1, 2007, and continues in effect through and including August 31, 2008. The Teachers Salary Schedule 2008-2009 takes effect as of September 1, 2008, and continues in effect through and including August 31, 2009. The Teachers Salary Schedule 2009-2010 takes effect as of September 1, 2009, and continues in effect through and including August 31, 2010. For each day on which a teacher is absent (other than a paid leave day), his annual salary shall be reduced by 1/200<sup>th</sup>.

- 4.12 Salaries of individual teachers will be established in accordance with this guide and the accompanying provisions governing its use.
- 4.13 Initial credit for step placement may be allowed for up to ten years of teaching service and related experience at the discretion of the District.
- 4.14 Increments as provided in the Teacher Salary Schedules are automatic.
- 4.15 "Credited Service" means the number of years of teaching service in the District plus the initial credit for prior teaching service and related experience granted at the time of employment in the District.
- 4.16 Military leave will be granted to any teacher as provided by the Military Law. When the military service for which such leave was granted was involuntary service, then upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years. The teacher will be returned to the same position and building he/she left. If the position is no longer in existence, the teacher will return to an equivalent position within their tenure area. Military service credit granted on or before June 30, 1976 shall not be withdrawn by virtue of any provision of this paragraph.
- 4.17 Teachers leaving the District to participate in Foreign Exchange Teaching, Domestic Exchange Teaching, Department of Defense Schools, Vista or Peace Corps will be granted a leave of absence upon request for up to two years. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored in full, but the time spent on leave shall not be counted as years of experience which entitle the teacher to increments on the salary schedule.

#### Section 4.2: Salary Credit for Additional Preparation

- 4.21 A teacher who qualifies for a salary adjustment on the basis of graduate and/or in service study shall notify the Superintendent's Office on District-provided forms not later than (i) September 30<sup>th</sup> to qualify for an adjustment to take effect retroactive to the start of the first semester, or (ii) not later than February 28<sup>th</sup> to qualify for an adjustment to take affect retroactive to the start of the second semester. To qualify for an adjustment, the notice must be accompanied by an official transcript or grade report of the graduate study for which credit is claimed. However, if neither the transcript nor the grade report is available at the time of submitting the notice, the salary adjustment shall

not be made until the transcript or grade report is submitted, but shall then be made retroactive to the start of the appropriate semester.

- 4.22 For each three (3) hours of approved in-service or graduate study (limit 75 hours) beyond the Bachelor's Degree, or approved in-service or graduate study (limit 60 hours) beyond the Master's Degree, a qualified teacher's salary shall be adjusted upward by \$220.00 effective September 1, 2005 for each such three-hour block.
- 4.23 To qualify for an adjustment under paragraph 4.22 of this Contract, the following requirements must be met:
- (1) All courses must be either (a) a required course in an advanced degree program, (b) in the subject matter area being taught by the teacher, (c) in the general area of education which would enhance the teacher's classroom performance, or (d) as provided in subparagraph (3).
  - (2) All courses must receive prior written approval of the Superintendent based upon the criteria stated in subparagraph (1) above. If a teacher has received the Superintendent's approval for a course and at the time of registration the teacher finds that the course has been canceled or rescheduled, the teacher may if he chooses so inform the Superintendent by telephone and request approval of an alternate course at that time. The Superintendent will put his approval or disapproval of a course request in writing and transmit it to the teacher within five working days from the day the Superintendent received the request.
  - (3) Courses (in-service or graduate) taken after September 1, 1986, for the purpose of fulfilling the requirement for coaching an interscholastic sport (including cheerleading) will be approved for temporary salary credit at the rates specified in paragraph 4.22 of this Agreement and subject to the limitations of that paragraph. Such credit will be given and the salary adjustment will continue only for those academic years during which the teacher coaches at least one interscholastic sport (including cheerleading).

#### Section 4.3: Extracurricular Activities

- 4.31 Extracurricular activities are those generally not included in the regular school curriculum, which enrich the student's experience. These activities should take place on a regular basis either at some time beyond the hours of regular student attendance or are of the nature which require a teacher to give up released or unassigned time during the day. Extracurricular activities are not to be confused with "extra duties" that occur occasionally throughout the year and are necessary adjuncts to the position of the teacher. Neither are activities to be classified as "extracurricular" even if they do occur outside of the regular school day providing some other adjustment has been made in the teacher's load, assignment or starting time that clearly compensates for the additional assignment.
- 4.32 Compensation for Extracurricular Activities - This Section has been agreed upon. Appendices B (Activity Schedule) and Appendices C (Coaching Schedule) are attached. The parties agreed that retroactive monies due to those staff members who have completed the Appendices B and/or C assignment will be paid within two pay periods following the ratification of this agreement.

An amount as listed in Appendix B or Appendix C will be granted as compensation for extracurricular activities. The compensation, if any, for extracurricular activities established by the Board of Education after this Contract is signed and not listed in Appendix B or Appendix C shall be negotiated between the District and the Association, but it shall not be an improper practice nor a violation of this Contract for the Board to set an interim rate of compensation to be used until the parties agree. At the beginning of their sixth consecutive season in the same position of coaching that sport, the coach shall receive two hundred fifty dollar (\$250.00) increment in addition to their salary and shall continue to receive this increment until the ninth consecutive season. At the beginning of their tenth consecutive season in the same position of coaching that sport, the coach shall receive an additional two hundred fifty dollar (\$250.00), for a total of five hundred dollar (\$500.00) increment in addition to their salary and shall continue to receive this increment as long as they continue to coach this sport without a break in service.

4.33 Teachers carrying out the following designated responsibilities shall be paid as shown below:

- (1) Athletic game supervision, when required by the administration, shall be paid at the rate of \$60.00 an event for modified basketball effective the first scheduled teacher attendance day during the last week of August, and \$75.00 an event for football, volleyball, wrestling and basketball effective the first scheduled teacher attendance day during the last week of August. These rates shall remain in effect for the school years through 2010.
- (2) Athletic score book, score clock for soccer, football, and basketball (both boys and girls) and 45 second shot clock operator for basketball (both boys and girls) shall be paid \$60.00 effective September 1, 2005 per game, except when varsity and JV basketball games are played on the same occasion, the rate shall be \$75.00 effective September 1, 2005. These rates shall remain in effect for the school years through 2010.
- (3) Teachers conducting intramurals beyond the regular school day shall be paid at an hourly rate of \$32.00, effective September 1, 2005. This rate shall remain in effect for the school years through 2010.
- (4) Teachers who are in a position of supervision for competitions not included in the activity schedule shall be paid at a rate of \$32.00 per hour effective the first scheduled teacher attendance day during the last week of August. This rate shall remain in effect for the school years through 2010.
- (5) Teachers who do summer workshops shall be paid at a rate of \$32.00 per hour effective the first scheduled teacher attendance day in the last week of August. This rate shall remain in effect for the school years through 2010.
- (6) Home Teaching/Tutoring: An hourly rate of \$32.00 per hour will be paid for any Home Teaching/Tutoring mandated by the State of New York effective 2005-2010. In filling such a vacancy, a full-time teaching applicant shall be given preference over an outside applicant, if qualifications and experience of the applicants are equal.

- 4.34 Appointment will be made on an annual basis upon the recommendation of Building Principals and/or Directors; said recommendation requires the review and approval of the Superintendent and the Board of Education. A notice of such appointment shall be made no later than August 1 (July 15 for all football coaches) of the fiscal year for which the appointment is effective. The giving of such a notice shall not prevent the subsequent cancellation of such an appointment if the activity or sport itself is not to be conducted or financed from school revenues.

If the District feels there are no qualified applicants from within the Unit, a committee comprised of one member appointed by GIFA, one member appointed by the Superintendent, and the Athletic Director shall meet to review the applicants. This committee shall through a unanimous decision recommend the appointment of an individual who may or may not be a member of the unit.

#### Section 4.4: Supplementary Schedule

- 4.41 A Department Chairperson shall receive for his/her service as such \$2,325.00 in addition to his/her annual teacher salary effective the first scheduled teacher attendance day during the last week of August. This amount shall remain in effect through 2010.
- 4.42 Guidance Counselors will work the teacher's year plus up to five days during the period from the first scheduled day of work for teachers in August through June 30, as assigned by the building principal. During the period from July 1 to the first scheduled work day for teachers in August, up to an additional 20 days in the middle school and up to an additional 40 days at the high school may be worked in a schedule mutually decided in advance between the counselors and the building principal. These days shall be exclusive of conference days scheduled for all teachers in August. The guidance counselors will receive per-diem wages for such days worked.

School Psychologists will work an eleven- (11) month schedule. These days shall be exclusive of conference days scheduled for all teachers in August. The School Psychologist 11-month salary will be paid over a 26 payment option. School Psychologists will be paid \$32.00 per hour for any services the District requests beyond the eleven-(11) month period.

- 4.43 Any teacher who, on or before March 1<sup>st</sup>, has given written notice to the District's Board of Education of the effective date of the teacher's retirement pursuant to the New York State Teacher's Retirement System and who does in fact retire on that date pursuant to that System, shall have a sum of money equal to the number of sick leave days that teacher had accumulated on the books of the District as of the effective date of the teacher's retirement times the average of the per diem substitute rates then in effect earmarked by the District to pay health insurance premiums to continue the teacher in the District' health insurance plan then in effect for teachers on the active payroll from the effective date of the teacher's retirement until the sum is exhausted. In case of a verified terminal illness, the March 1<sup>st</sup> date can be waived and 30 days' notice substituted.

Any teacher who, on or before March 1<sup>st</sup>, has given written notice of retirement to the District's Board of Education and is FIRST time eligible to retire without penalty pursuant to the New York State Teacher's Retirement System will receive a sum of money equal to the number of sick leave days that the teacher had accumulated on the books (maximum 225) times 1.5 times the average per diem substitute rate. This sum

will be used to pay health insurance premiums to continue the teacher in the District's health insurance plan then in effect for teachers on the active payroll from the effective date of the teacher's retirement until the sum is exhausted.

If a retiring teacher does not have health insurance through the District and has given written notice to the District's Board of Education of the effective date of the teacher's retirement as specified in paragraph 4.43, the teacher may convert their sick days into cash. The payment shall be made on the last payroll date in June.

#### Section 4.5: Health Insurance

Sections 4.51 – 4.56 remain in full force and effect for the 2005-2006 school year through the end of 2008-2009 school year. The District and Association agree to have in place a Single Carrier of Insurance at the beginning of the fifth year of this contractual agreement (July 1, 2009). All insurance provisions remain intact as 2003-2005 {'97-'05}. The parameters to be implemented in order to move to a single carrier insurance are delineated in Section 4.57.

Beginning the 2004-2005 contractual year the following changes will be in effect:

- 4.51 Ninety percent (90%) of Traditional Blue New Language with Riders 8,9,21,22 and major medical rider (\$100 deductible) and prescription drug (\$10 co-pay) rider coverage premiums for both single and family plans will be paid by the District for regularly employed full time teachers, but the District may substitute comparable plans for the ones specified. Except as otherwise provided in this Contract, a teacher who is on layoff or on unpaid leave of absence may continue, for a maximum of two years, coverage in the District's group plans by paying to the District monthly one hundred percent (100%) of the premium for such coverage prior to the date when the District may pay the premium to the carrier.
- 4.52 Notwithstanding any provision of this Contract apparently or actually to the contrary:
- (1) if a husband and wife are both employed by the district, the District shall be required to provide family coverage to whomever of the two is designated in writing signed by both of them, and
  - (2) with respect to such couples and also with respect to an employee who has chosen not to be covered by the District's plans and who is covered by a health insurance plan provided by the employer of the employee's spouse, if Blue Cross/Blue Shield would have paid a greater amount on a given claim if the non-covered spouse also had coverage under the District's plans, the District will pay the difference between what the health insurance plans actually paid and what Blue Cross/Blue Shield would have paid if the non-covered spouse had been covered by the District's plan.
- 4.53 The District will pay Ninety percent (90%) of the Independent Health Encompass A with Riders 4 and 8 and prescription drug (\$10/\$20/\$35 "co-pay") premium for both single and family plans for regularly employed full time teachers who have an initial full time starting date before July 1, 2004. Individuals enrolled in a plan other than the above Independent Health Encompass A must pay the difference in the cost of the premium between their plan and 90% of the Independent Health Encompass A plan premium. The District will contribute no more than the dollar value equaling 90% of the Independent Health Encompass A premium stated above. Therefore, the District

benchmark plan for said employees stated in this paragraph is Ninety percent (90%) of Independent Health Encompass A with Riders 4 and 8 and prescription drug (\$10/\$20/\$35 "co-pay).

- 4.53 (a) The District will pay One Hundred percent (100%) of the Independent Health Encompass C (\$20 co-pay, \$500.00 hospital admission deductible), Community Blue 205 Plus, and Univera \$20 Primary plans for all regularly employed full time teachers who have an initial hiring date prior to July 1, 2004. The district will self-insure or provide an insurance rider for hospital admission co-pays.
- 4.53 (b) Any regularly employed full time teacher hired prior to July 1, 2004 who elects to change into any plan listed in Section 4.53(a) and creates health insurance premium savings for the District will have a 105(h) account created for them with half of the savings being deposited into the participating employee's account. Any monies remaining in a participant's 105(h) account at the end of a plan year will roll over into the account for the next plan year. In subsequent years, a new deposit representing half of the savings between the Independent Health Encompass A premium and the chosen plan will be made by the district into the 105 (h) account depending on the employee's selection of benefit. A minimum deposit of \$100 single and \$300 family will be made in the participating employees account.
- 4.53 (c) A swipe card will be included for any employee that utilizes a 125 or 105(h) plan. The District will pay all administrative costs for both P&A Plans.
- 4.53 (d) For any regularly employed full time teacher hired after July 1, 2004, the District will pay Ninety percent (90%) of Independent Health Encompass C (\$20 "co-pay, \$500.00 hospital admission deductible). The District will contribute no more than the dollar value equaling 90% of the Independent Health Encompass C. Therefore, the District benchmark plan for said employees stated in this paragraph is Ninety percent (90%) of Independent Health Encompass C (\$20 "co-pay). All health insurance plans offered by the District will be available to said employees with the employee paying the difference between the chosen plan and the dollar value of 90% of Independent Health Encompass C (\$20 "co-pay).
- 4.54 The District will pay the same percent that an individual works less than full time of the ninety percent (90%) of the Independent Health Encompass A Plan with Riders 4 and 8 and prescription drug (\$10/\$20/\$35) premium for both single and family plans. Individuals enrolled in a plan other than the above Independent Health must pay the difference in the cost of the premium between their plan and the Independent Health plan if the premium for their plan is greater.
- 4.55 Any teacher who does not participate in the District's provided health insurance shall receive an annual payment in the amount of \$1,200.00 in a lump sum payment to be paid in June. To qualify for this benefit a teacher must have been employed since the beginning of the school year.

4.56 Any employee contribution for Health Insurance premiums will be paid to the District through the 125 Flex Plan, unless the employee notifies the District to the contrary, in writing, prior to the annual "open enrollment" period.

4.57

- a) The insurance carrier will be selected by a joint committee and approved by both negotiation teams.
- b) The joint committee will consist of three representing the Association and three representing the District and will jointly select a neutral 7<sup>th</sup> member whose role is to vote in case of a tie and assist the committee in obtaining information and other data necessary to complete its task. Joint committee members appointed by the President for those Association members and appointed by the Superintendent for those representing the District.
- c) The task of the joint committee is to research the various options available for single carrier, including but not limited to: using a trust, using a consortium, placing a request for proposal, using a consultant or seeking presentations from several local vendors. In addition, the committee will analyze the current available plans including all riders and benefits. A demographic study of the members of the Association as well as those currently enrolled in the various plan offerings will be conducted to ascertain usage and experience.
- d) The committee will begin its task no later than September 1, 2006 and have a final report no later than January 2009.
- e) Any savings generated by changing to a single carrier will be shared equally between the District and Association. The Association's share of the savings will be deposited in the 105(h) health reimbursement accounts established for the participants in the insurance program. At minimum, the deposit will be \$300 for those enrolling in family coverage and \$100 for those enrolling in single coverage. The benchmark value of 90% of the premium for Independent Health A plan will be used as the comparison in determining the savings for the year of the change.
- f) The committee will reconvene in January 2010 to evaluate the single carrier and determine the benchmark comparison for savings to be generated in the first year of the successor agreement to the 2005-2010 Collective Bargaining Agreement. This same type of evaluation shall occur each year of the successor agreement. Annually a minimum of \$300/\$100 will be deposited in a 105(h) account for participating employees.
- g) The committee will review any anomalies within the enrolled membership that could prevent an individual from moving to a single carrier that may not provide for a specialized benefit.

#### Section 4.6: Authorized Use of Personal Automobile

4.61 Teachers who have been assigned and authorized to drive personal automobiles as part of their regular duties or for attendance at out-of-District approved conferences or meetings will be reimbursed at the rate allowed by the Internal Revenue Service for business mileage deductions as of July 1<sup>st</sup> of the fiscal year during which the travel was performed. Reported mileage for meetings and conferences outside the District shall be reimbursed

using the lesser of the actual miles traveled or the distance between the building assignment and destination of the conference or meeting.

#### Section 4.7: Salary Payment Option

- 4.71 Each teacher will participate in Direct Deposit with a bank of his/her choosing. Each teacher will receive his/her salary in biweekly payments. Payments will be made in either 21 or 22 payments for the 10 month option or 26 or 27 payments for the 12-month option. The number of payments is dependent upon the fiscal and/or school year calendars. If a teacher chooses the 12-month option, the teacher will receive the July/August checks on the last pay date in June. This option can be exercised only once a year before certification of the first payroll. Teachers shall receive a schedule of pay dates for the school year no later than the end of the first week of school.

#### Section 4.8: Summer Program

- 4.81 Teachers employed for summer school programs shall receive compensation at the rate of \$32.00 per hour. Planning and assessment time shall be included in the compensation paid at the rate of one planning period for each five instructional periods and is exclusive of lunch.

### **ARTICLE 5. GENERAL PROVISIONS**

#### Section 5.1 Vacancies

- 5.11 Whenever a vacancy occurs or a new position is created in the negotiating unit, as soon as practicable a written announcement of the vacancy or new position will be posted in each school building at a place mutually agreed upon for the posting of such announcements by the responsible principal and the Association's building representative. As used in the first sentence, "vacancy" means an opening (other than a temporary opening) in a position in the negotiating unit which the District does not intend to fill by transfer or reassignment. A copy of each announcement will be given to the Association President. Each announcement will include the title and qualifications for the position and any other pertinent information. Candidates for such vacancies shall file their applications in writing with the Superintendent or his designee within the time limit specified in the announcement. During the summer months, the announcement need not be posted, but it must be mailed or given to the Association's President or his designee for this purpose. In filling such a vacancy or new position, a full-time teacher applicant shall be given preference over an outside applicant if the qualifications and experience of the applicants are equal. Only a part-time teacher who was hired prior to May 1, 1994, shall be given preference over an outside applicant, and then, only if the teacher's part-time position is expanded in time.
- 5.12 All openings for summer professional staff positions shall be posted and a copy given to the Association's President in the same manner as provided in paragraph 5.11 of this Contract. Teachers who have applied for such positions will be notified of the action taken by June 1 preceding the summer session. The giving of such a notice shall not prevent the subsequent cancellation of such an appointment to a summer session position if the summer session is not to be conducted or financed from school revenues.

### Section 5.2 Transfers

- 5.21 Teachers shall not be transferred without educationally justifiable reasons.
- 5.22 If a transfer or split assignment between buildings becomes necessary, volunteers or qualified teachers shall be sought first. In the absence of such volunteers, the least senior qualified teacher in the affected area will receive the assignment.

### Section 5.3 Performing Notification

- 5.31 Before the conclusion of the third year of probation, each probationary teacher will have for review from his administrator a written evaluation, part of which will include a statement of his current and probable tenure status. The probable tenure estimate is not to be construed as promissory.

### Section 5.4 Teacher Evaluation

- 5.41 The policy set forth in this Section 5.4 shall govern all teacher observation and evaluation. The District and The Association agree that the state mandated APPR Policy is also the guiding force of teacher evaluations in the District. It is further agreed that the reference to the APPR Policy in this agreement does not subject the policy to negotiations or the grievance procedure.
- 5.42 All monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher. No teacher in the negotiating unit shall formally observe and evaluate any other teacher in the negotiating unit.
- 5.43 Each probationary teacher shall be observed (and an observation report shall be completed) at least three times during the course of each of his probationary years. No class visit or evaluation report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon without a conference and, at a teacher's request for a second conference submitted no later than the fifth school day after the initial conference, until such second conference has been held. The initial conference shall be held within seven days if both the teacher and the observer are in attendance in the District. If such conference is not timely held, the matter shall not be grieved on that ground, but the observation and the evaluation report resulting there from shall not be used or filed in the teacher's personnel folder and a new observation shall be made and a new evaluation report prepared. The teacher will be given a signed copy of the draft observation report after a class observation takes place and before the initial conference. After the conference, the teacher will be given a signed copy of the final observation report. As evidence of receiving a copy, the teacher will initial the legend "copy of this report received on (date) on the original of the report.

Unless extenuating circumstances exist, observations should not be scheduled the day before the holiday recess, the mid-winter recess, the spring recess or after June Regents Exams commence.

- 5.44 Each teacher has the right, upon request and reasonable notice, to review his personnel file, maintained in the central administration office or individual building in connection

with his employment. Each teacher shall have the right to be accompanied by a representative of his own selection during such review. The teacher shall have the right to reproduce information within the file, with the exception of confidential references, but the file or its contents shall not be removed from the office. Except for review by the teacher and/or his representative as above set forth, said file shall not be open to public inspection except upon specific written consent by the teacher.

- 5.45 This file shall be the only official file maintained by the District.
- 5.46 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

#### Section 5.5 Dismissal or Layoff

- 5.51 No professional teacher staff member tenured or non-tenured covered by this Contract shall be reduced in rank or dismissed without just cause; provided, however, that with respect to a teacher who begins work on or after September 22, 1975, the foregoing shall apply only after the teacher has completed his third year of service to the District as a teacher on a probationary appointment.
- 5.52 (a) The procedure set forth in this Section 5.52 replaces the procedures set forth in Sections 75 and 76 of the New York state Civil Service Law for those employees who may otherwise be subject to such procedures. The procedure set forth in this Section 5.52 applies to all Occupational Therapists and Physical Therapists who have completed their initial period of probation following hire by the District; however, if an employee is terminated and subsequently rehired by the District, this procedure does not again become applicable to that employee until the period of probation following rehire is completed. With respect to an employee who has completed probation after hire or rehire, the District shall not discipline or dismiss an employee without just cause.
- (b) The District shall apply progressive discipline where appropriate. If circumstances warrant, the District need not apply progressive discipline, but may impose whatever penalty may be appropriate up to and including termination. Whenever an employee is disciplined or dismissed, written notice of the discipline or dismissal and the District's reasons therefore shall be given to the employee at the time or as soon thereafter as practicable, but in any case not later than the seventh working day after the District imposes discipline or dismissal. The action of discipline or dismissal shall take effect immediately or at a later date if so specified by the District. If the action by the District is not immediately effective, the Superintendent will schedule a meeting with the employee and the Association President or designee, to review the matter. A copy of the written notice shall be given to the Association President at the same time it is given to the employee, if the Association President is available or, in any case, as soon thereafter as is practicable.

- (c) If the employee believes that the discipline or dismissal is without just cause and chooses to contest it, the employee must file a written grievance to that effect directly with the Superintendent not later than the fifth consecutive work day after the day on which the employee received the written notice of discipline or discharge. Not later than the tenth consecutive work day after the day on which the Superintendent received the grievance, the Superintendent or his designee shall conduct a hearing with the aggrieved employee. The Superintendent or his designee must respond to the grievance in writing not later than the fifth working day after the day on which the hearing was held. If the Association believes that the discipline or dismissal was without just cause, it may appeal the grievance to the Board as is provided in Section 7.43. The Association may also appeal the Board's determination to arbitration as provided in Section 7.44. All the provisions of Article 7 of this Agreement shall apply to a grievance/arbitration under this Section except to the extent that Article 7 is in conflict with this Section, in which case, this Section is controlling. The decision of an arbitrator on a "just cause" grievance shall be final and binding. The pendency of a grievance or arbitration shall not suspend the effectiveness of a disciplinary or dismissal action.

- 5.53 Where it is necessary to break a tie in seniority for purposes of establishing who shall be laid off or recalled, the choice shall be made by lot. A teacher who is on a preferred eligible list pursuant to Section 2510 of the New York State Education Law shall be entitled to fill an encumbered position for the duration of the encumberees's temporary absence in preference to any other person provided that the teacher is certified for the position in question. For the first six months while such a teacher is on such a list and provided he does not have health insurance coverage (which is at least equal to that provided by the District) available to him through a member of his family, the District shall continue to provide the same coverage which it was providing to the teacher while he was on the District's payroll and shall contribute toward the cost of such coverage the same monthly amount it was contributing at that time.

#### Section 5.6 Notice of Teaching Assignment

- 5.61 In order that teachers will have an opportunity to prepare, the District will try to notify each teacher of the tentative teaching assignment not later than June 1 preceding the school year of the assignment, with the understanding that these assignments may be affected by changes caused by, but not limited to, retirements, resignations, deaths, and enrollment changes during the period between notice and the new school year.

#### Section 5.7 Tuition Waiver

- 5.71 Any teacher employed by the District and not living in the District shall be allowed to have their child attend Springville-Griffith Institute Schools without a charge.

## ARTICLE 6. ASSOCIATION ACTIVITIES

### Section 6.1 Use of District Facilities

- 6.11 Privileges of the Association are:
- (1) Use of District's inter-school mail system for official business. Distribution and sorting of materials will be the responsibility of the Association's building representatives.
  - (2) Use of District's bulletin boards as assigned by the building principal. In buildings where facilities are limited, special arrangements for notices will be made between the building principal and the building representative.
  - (3) Use of school facilities for meeting purposes as prescribed by District policy and administrative regulation, provided that no Association meetings are to be held during regular school hours. Requests for use of the building facilities are to be filed with the administrator of the building in which the meeting is to be held.

### Section 6.2 Dues Deductions

- 6.21 Teachers eligible for membership in the Instructional Negotiating Unit may authorize the deduction and payment of dues and fees to the Association on a form to be supplied by the District.
- 6.22 Teachers eligible for membership in the "instructional Unit" who have not authorized the deduction and payment of dues and fees to the Association as provided in paragraph 6.21 above, and who have not otherwise tendered dues to the Association, shall have deducted an Agency Fee as set by the Association. Deduction and payment of the Agency Fee shall be in the same manner and at the same time as regular dues deductions.
- 6.23 The Association shall save the District harmless and the District shall have no liability whatsoever to any employee, past or present, for any claims, suits and other forms of liability that shall arise by reason of action taken by the District in compliance with this Section 6.2.

### Section 6.3 Association Leave

- 6.31 Association officers and/or appointed representatives may have up to an aggregate total of fourteen (14) days during the regular school year for attendance at conferences or to attend Association business (local, regional, state, or national). No more than four individuals may be absent for such business at any one time. An amount equal to the compensation paid the substitute teacher will be charged to the Association. Absences under this provision will not be charged against other "Leave" provisions. When this leave is to be used, the Association President, or authorized member, is to submit a notification, in writing, to the building administrator and Superintendent listing the name(s) of the person(s) to be absent. This notification is to be submitted at least twenty-four (24) hours prior to the absence.
- 6.32 Attendance of two (2) elected representatives to the NYSUT Representative Assembly will be allowed without loss of pay, not to exceed a total aggregate maximum of six (6) days. An amount equal to the compensation paid the substitute teacher (including the cost to the District of retirement and social security) will be charged to the Association.

- 6.33 One (1) employee, if elected to a NYSUT, or its national affiliate, office, will be granted a one (1) school year leave of absence without pay under the following conditions during his leave:
- (1) Suspension of “fringe” benefits contributed to by the District.
  - (2) Continuation of service credit.
  - (3) District will act as agent or “temporary employer” for retirement system contributions, providing temporary employer initiates proper and legal arrangements for the employee to be paid through, and effect retained on, the District’s employee roster.
- 6.34 Association officials required to appear in legal proceedings on behalf of the Association shall be allowed leave in excess of other provisions of this Contract provided that the Association shall bear the cost of substitutes for such officials.

## ARTICLE 7. GRIEVANCE PROCEDURE

### Section 7.1 Purpose

- 7.11 The purpose of this procedure is to provide for a settlement of any disagreement about the meaning or application of this Contract.

### Section 7.2 Definitions

- 7.21 “Grievance” shall mean allegations or claims of misinterpretation or misapplication of the terms and conditions of the Contract.
- 7.22 The term “teacher” includes any individuals covered under the terms of this Contract.
- 7.23 “Immediate supervisor” means the building administrator to whom the teacher is directly responsible. If the subject of the grievance is such that it crosses buildings or is District-wide, the immediate supervisor shall be the Superintendent.
- 7.24 “Superintendent” means the Superintendent of Schools.
- 7.25 “Board” means the Board of Education
- 7.26 “Board Review Panel” is a panel consisting of members of the Board of Education.
- 7.27 “Days” shall mean working days.
- 7.28 “Representative” means a person selected by the Association to represent the grievant.

### Section 7.3 Grievance Procedures

- 7.31 Any grievance statement submitted in writing shall include the name and position of the aggrieved party, a concise statement of alleged violation, the specific provision(s) of this Contract to which the grievance applies, and the kind of action the aggrieved party desires the District to take to remedy the situation.

- 7.32 All meetings or hearings involving grievances will be held either during the unassigned time during the school day or after school hours as established by mutual consent. If meetings or hearings are held during the school day, the Association shall bear the cost of substitutes.
- 7.33 Implementation of this grievance procedure shall be free from interference, coercion, restraint, discrimination, or reprisal.
- 7.34 The number of days at each stage will be considered as maximum, except when by mutual agreement the time limits are extended.
- 7.35 A grievance must be initiated within ten (10) days of the event or interpretation which gives rise to the teacher's complaint. Grievances filed later than this interval must include a statement in writing explaining and justifying the delay in terms, which make the time limitation inapplicable. The arbitrator shall have power to determine whether the delay was in fact justified.
- 7.36 If a decision at any 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 shall be barred.
- 7.37 The time limits specified for each stage in this procedure shall be measured from the date of receipt of the written document.

#### Section 7.4 Grievance Stages

##### 7.41 Stage I- Immediate Supervisor

- (1) A teacher who alleges a violation under the terms of this Contract will first discuss the matter informally with his immediate supervisor, within ten (10) working days of such alleged violation, with the objective of solving the matter satisfactorily.
- (2) If the grievance cannot be resolved informally, it shall be presented in writing to the immediate supervisor by the aggrieved teacher within five (5) working days of the informal conference.
- (3) Within five (5) working days after the written grievance is presented to the immediate supervisor, he shall submit a written statement to the teacher.

##### 7.42 Stage II- Superintendent

- (1) If the aggrieved teacher is not satisfied with the disposition of the grievance at Stage I, an appeal may be filed with the Superintendent within five (5) working days of the written answer. However, if the supervisor at Stage I was the Superintendent, the grievance shall be appealed within twenty-five (25) days of his written answer directly to Stage III. The appeal shall include a written statement of the grievance and the answer at Stage I.
- (2) The Superintendent, or his designee, will conduct a hearing with the aggrieved teacher within ten (10) working days after receipt of the appeal.

- (3) The Superintendent shall render a decision in writing to the teacher within five (5) working days after the conclusion of the hearing.

7.43. Stage III-Board

- (1) If the aggrieved teacher is not satisfied with the decision at Stage II, he may file an appeal, in writing, with the Board of Education within five (5) working days after receiving his decision.
- (2) The Board Review Panel will conduct a hearing on the grievance within ten (10) working days after receiving the appeal.
- (3) The Board shall render a decision on the grievance, in writing, within five (5) working days of the Board meeting next following the board Review Panel hearing.

7.43 Stage IV-Arbitration

- (1) If the aggrieved teacher and the Association are both dissatisfied with the answer at the preceding stage and wish to proceed further, they shall so indicate in writing and the Association shall deliver it, together with a copy of the letter required by subparagraph (2) below, to the office of the superintendent not later than the twenty-fifth day after the day on which the teacher received the answer.
- (2) To appeal a grievance to arbitration, the Association shall send a letter to the American Arbitration Association ("AAA") which identifies the grievance by the name of the aggrieved teacher and the date it was submitted in writing and requests the AAA to send to each party a list of twenty names of arbitrators. Not later than the tenth day after it receives the list, each party shall return its copy of the list to the AAA with all names thereon which are unacceptable to it crossed off and the remaining names numbered to show the party's preference. The AAA shall name the arbitrator most preferred by the parties, but if the AAA determines that no mutual selection has been made from the list, it shall send a second list of twenty names to each party and the same procedure will be followed. If the AAA determines that no mutual selection has been made from the second list, it shall name the arbitrator.
- (3) The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that such Rules do not conflict with the provisions of this Contract.
- (4) The arbitrator shall be without power or authority to make decision which require the commission of an act prohibited by law, or which is violative of the terms of this Contract, nor can he add to, subtract from, or modify any provisions of the Contract or change any salary rate or job classification. The arbitrator is authorized to render decisions only on the specific terms and conditions contained within the contract. The decision of the arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding.
- (5) The fees and expenses of the arbitrator shall be divided equally between the District and the Association.

- (6) If a grievance is appealed to arbitration and the arbitrator decides its substantive merits, the subject matter of that grievance shall not simultaneously or subsequently be made the subject of any proceeding before any executive, administrative, legislative, or judicial body or person by the grievant or the Association. Any matter which the grievant or the Association has previously made the subject of a proceeding before any executive, administrative, judicial, or legislative body or person may not be made the subject of a grievance and, if it is already subject of a grievance, may not be appealed to arbitration.

## ARTICLE 8. CONCLUDING

### Section 8.1 Contract Duration. Totality and Modification

- 8.11 The provisions of this Contract are retroactive to 12:01 AM on September 1, 2005, and shall continue in full force and effect until midnight on August 31, 2010, unless an earlier or later effective date is set forth herein for a particular provision in which case, such earlier or later date shall control. This Contract constitutes all terms and conditions agreed upon by the parties. Therefore, during the life of this Contract, the consent of both parties shall be required before negotiations may take place on any item whether or not contained in this Contract. The rules set forth in paragraphs 1.42, 1.43, 1.44, and 1.45 of this Contract shall apply to such negotiations. Any alterations, changes, modifications, additions, or deletions to or from this Contract can be made only by the voluntary mutual consent of both parties evidenced by a written, signed and dated amendment to this Contract.

### Section 8.2 Supersede Clause

- 8.21 The provisions of this Contract shall supersede any rules, regulations, or practice of the District which shall be contrary to, or inconsistent with, its terms.

### Section 8.3 Printing and Distribution

- 8.31 The Association will be responsible for making arrangements for printing and distributing the Contract. Expenses of printing and distribution will be borne by the Association. Teachers employed in the future will, upon appointment, receive a copy of the Contract from the Association.

### Section 8.4 Joint Consultation

- 8.41 Both parties agree that the District's negotiating team, or its representatives, and the Association's negotiating team, or its representatives, may discuss mutual problems at agreeable intervals during the term of this Contract, but their discussions are not to be deemed to be in the form of negotiations.

### Section 8.5 Consistent with Contract

- 8.51 Any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to or consistent with the terms contained herein.

Section 8.6 Terms and Conditions of Employment

- 8.61 All terms and conditions of employment shall be maintained at not less than the standards in effect on June 30, 1975, in the Springville-Griffith Institute Central School System unless altered by prior negotiations between the Association and the District. Any alleged violation of this paragraph will be resolved solely by resort to the provisions of Section 209-a, subdivision 1(d) of the Public Employee's Fair Employment Relations Law New York Civil Service Law, Article 14.

Section 8.7 Conflict with Law

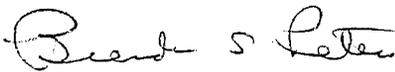
- 8.71 No provision of this Contract shall be interpreted so as to be in conflict with law. If this Contract imposes an obligation, which is prohibited by law, the provision is invalid and the obligation shall not be binding. Every provision of this Contract is severable from every other provision. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid and no appeal lies from that decision (or, if an appeal can be taken, but has not been taken within the time limit permitted by law), the provision shall be of no further force and effect and the parties shall meet promptly to negotiate a replacement for that provision.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Signed on April 12 2006

FOR THE DISTRICT:

FOR THE ASSOCIATION



\_\_\_\_\_  
Superintendent of Schools



\_\_\_\_\_  
President

APPENDIX A

New Salary Schedule

2005-06		2006-07		2007-08		2008-09		2009-10	
BA	MA								
1	34887 38801	1	34887 39189	1	34887 39189	1	34887 39581	1	34887 39977
2	35400 39217	2	35400 39609	2	35400 39609	2	35400 40005	2	35400 40405
3	35600 39466	3	35600 39861	3	35600 39861	3	35600 40260	3	35600 40662
4	35700 39986	4	35700 40386	4	35700 40790	4	35700 41198	4	35700 41610
5	36000 40413	5	36000 40817	5	36000 41225	5	36000 41637	5	36000 42054
6	36100 41069	6	36100 41561	6	36100 41977	6	36100 42607	6	36100 43288
7	36150 41997	7	36150 42585	7	36150 43011	7	36150 43656	7	36150 44354
8	36200 43206	8	36200 43854	8	36200 44468	8	36200 45135	8	36200 45857
9	37390 44072	9	37390 44733	9	37390 45628	9	37390 46312	9	37390 47053
10	39464 45911	10	39464 46830	10	39464 47766	10	39464 48483	10	39464 49258
11	40811 47200	11	40811 48144	11	40811 49203	11	40811 49941	11	40811 50740
12	42024 48954	12	42024 50031	12	42024 51131	12	42900 52541	12	42900 53382
13	43133 49560	13	43133 50650	13	43133 51764	13	44716 54709	13	44716 55584
14	44716 51605	14	44716 52740	14	44716 53900	14	46919 58229	14	46919 59161
15	46919 54925	15	46919 56134	15	46919 57369	15	49934 60599	15	49934 61569
16	48387 56110	16	48387 57344	16	48387 58606	16	50757 62442	16	50757 63441
17	49934 57161	17	49934 58419	17	49934 59704	17	53190 65175	17	53190 66218
18	50757 58899	18	50757 60195	18	50757 61519	18	57481 68075	18	57481 69164
19	53190 61598	19	53190 62830	19	53190 64212	19	63738 69943	19	63738 71062
20	55701 63543	20	55701 64814	20	55701 66240	20	65648 72139	20	65648 73004
21	57481 64783	21	57481 66079	21	57481 67401	21	67686 74541	21	67686 75436
22	62127 67152	22	62174 68227	22	63107 69250	22	70271 75081	22	70271 75982
23	63029 69261	23	64037 70369	23	64998 71424	23	71008 77422	23	72265 79550
24	64985 71568	24	66025 72713	24	67016 73803	24	71337 78549	24	76137 83821
25	67734 72371	25	68682 73384	25	69575 74338	25	72265 79233		
26	68378 73476	26	69336 74504	26	70237 75473	26	75683 83321		
27	68852 75071	27	69540 75822	27	70305 76656				
28	69239 76239	28	69932 77001	28	70631 77771				
29	70140 76903	29	70841 77672	29	71549 78448				
30	73676 81112	30	74413 81923	30	75157 82742				

## Activity Schedule

## APPENDIX B

1.035

	2005-06	2006-07	2007-08	2008-09	2009-2010
Class Advisors (9, 10, 11)	1,433	1,484	1,536	1,589	1,645
Destination Imagination Advisor (MS)	1,076	1,114	1,153	1,193	1,235
Dramatics Director	2,505	2,592	2,683	2,777	2,874
Dramatics Technical Director	1,791	1,853	1,918	1,985	2,055
Encore Tutoring Advisor (MS)	1,791	1,853	1,918	1,985	2,055
Fine Arts Club Advisor (2) HS/MS	1,076	1,114	1,153	1,193	1,235
Future Business Leader Advisor	1,076	1,114	1,153	1,193	1,235
Griffith Athletic Club Advisor	1,433	1,484	1,536	1,589	1,645
Jazz Ensemble Director (HS)	2,148	2,223	2,301	2,381	2,464
Jazz Ensemble Director (MS)	1,076	1,114	1,153	1,193	1,235
Key Club Advisor	1,076	1,114	1,153	1,193	1,235
Language Club Advisors (2) HS	1,076	1,114	1,153	1,193	1,235
Marching Band Director (HS)	2,137	2,212	2,290	2,370	2,453
Marching Band Director (MS)	1,076	1,114	1,153	1,193	1,235
Mock Trial Advisor (HS)	1,076	1,114	1,153	1,193	1,235
Musical (Elementary)-(2) CES/SES	1,076	1,114	1,153	1,193	1,235
Musical (Middle School)	1,076	1,114	1,153	1,193	1,235
National Honor Society Advisor	1,791	1,853	1,918	1,985	2,055
Newspaper (HS)	1,433	1,484	1,536	1,589	1,645
SADD Advisor (HS)	1,791	1,853	1,918	1,985	2,055
SADD Advisor (MS)	1,076	1,114	1,153	1,193	1,235
Science Club Advisor	1,791	1,853	1,918	1,985	2,055
Senior Class Advisor	2,401	2,485	2,572	2,662	2,755
Student Council Advisor (HS)(MS)	1,873	1,939	2,007	2,077	2,150
Teacher Mentor(s)	549	568	588	608	629
Visual Arts Exhibits Director	1,076	1,114	1,153	1,193	1,235
Volunteer Chairperson (CES)	1,201	1,243	1,286	1,331	1,378
Volunteer Chairperson (SES)	2,401	2,485	2,572	2,662	2,755
Yearbook Managing Editor	3,581	3,706	3,836	3,970	4,109
WISE Coordinator	3,581	3,706	3,836	3,970	4,109
<b>HS Musical Positions</b>					
Choreographer	1,449	1,500	1,552	1,607	1,663
Costumes	776	803	832	861	891
Dramatics Director	1,760	1,821	1,885	1,951	2,019
Orchestra Director	1,139	1,178	1,220	1,262	1,306
Producer/Director	2,484	2,571	2,661	2,754	2,850
Set Design/Construction	1,346	1,393	1,441	1,492	1,544
Technical Director	1,449	1,500	1,552	1,607	1,663
Ticket Chairperson	518	536	554	574	594

## Coaching Salaries

## Appendix C

	2005-06	2006-07	2007-08	2008-09	2009-10
<b>Football: Varsity</b>	6,070	6,283	6,503	6,730	6,966
Assist & JV Head	4,554	4,713	4,878	5,049	5,226
JV Assist and Modified Head	3,400	3,519	3,642	3,770	3,902
Modified Assist	2,551	2,641	2,733	2,829	2,928
<b>Basketball Boys:Varsity</b>	6,070	6,283	6,503	6,730	6,966
Assist & JV Head	4,554	4,713	4,878	5,049	5,226
JV Assist& Modified Head	3,400	3,519	3,642	3,770	3,902
<b>Basketball Girls: Head</b>	6,070	6,283	6,503	6,730	6,966
Assist & JV Head	4,554	4,713	4,878	5,049	5,226
Modified Head	3,400	3,519	3,642	3,770	3,902
<b>Swimming Boys: Head</b>	5,465	5,656	5,854	6,059	6,271
JV Head	4,130	4,274	4,424	4,579	4,739
<b>Swimming Girls: Head</b>	5,465	5,656	5,854	6,059	6,271
Assist & JV Head	4,130	4,274	4,424	4,579	4,739
<b>Wrestling: Head</b>	5,465	5,656	5,854	6,059	6,271
Assist	4,130	4,274	4,424	4,579	4,739
<b>Baseball Varsity Head</b>	4,580	4,740	4,906	5,078	5,256
Assist & JV Head	3,400	3,519	3,642	3,770	3,902
JV Assist & Modified Head	2,551	2,641	2,733	2,829	2,928
<b>Softball: Varsity Head</b>	4,554	4,713	4,878	5,049	5,226
Assist & JV Head	3,400	3,519	3,642	3,770	3,902
<b>Track Boys: Head</b>	4,554	4,713	4,878	5,049	5,226
Assist	3,400	3,519	3,642	3,770	3,902
<b>Track Girls: Head</b>	4,554	4,713	4,878	5,049	5,226
Assist	3,400	3,519	3,642	3,770	3,902
<b>Winter Track :Head</b>	4,554	4,713	4,878	5,049	5,226
Assist	3,400	3,519	3,642	3,770	3,902
<b>Soccer Girls: Varsity Head</b>	4,254	4,403	4,557	4,716	4,881
Assist & JV Head	3,219	3,332	3,448	3,569	3,694
Modified Head	2,381	2,464	2,550	2,639	2,732
<b>Tennis Boys</b>	4,254	4,403	4,557	4,716	4,881
<b>Tennis Girls</b>	4,254	4,403	4,557	4,716	4,881
<b>Soccer Boys: Varsity Head</b>	4,249	4,397	4,551	4,711	4,875
Assist & JV Head	3,219	3,332	3,448	3,569	3,694
Modified Head	2,381	2,464	2,550	2,639	2,732
<b>Volleyball:Varsity Head</b>	3,643	3,771	3,903	4,039	4,181
Assist & JV Head	2,732	2,828	2,927	3,029	3,135
<b>Golf: Head</b>	3,643	3,771	3,903	4,039	4,181
<b>Cheerleading: Head</b>	2,432	2,517	2,605	2,697	2,791
Head	2,432	2,517	2,605	2,697	2,791
Assist	1,822	1,885	1,951	2,020	2,090
JV	1,822	1,885	1,951	2,020	2,090
<b>Athletic Trainer</b>	12,166	12,592	13,033	13,489	13,961

1. The Association agrees that the grievance is settled, and is therefore withdrawn, with prejudice.

2. The last day of the school year shall not be assigned for the instruction or supervision of students (other than such Regents examinations which the State designates to be conducted on that date), as long as there have been at least 181 state-aidable days during the school year. This shall not impair the District's right to designate the last day of school as a day of instruction or supervision on school calendars or in other written material.

3. If by February 1 of a given school year it appears likely that the District will fall below 181 state-aidable days for the school year, the District may, if it has not already done so, schedule Patriot's Day as a day of instruction. However, this agreement does not reflect either the District's or the Association's view or agreement that the District is otherwise prohibited from scheduling Patriot's Day as a day of student instruction.

4. As long as the current law, regulations and State Education Department guidance on matters such as the length of the school year and school days, examination days, Superintendent's conference days, and student attendance, including N.Y. Educ. L. §§ 3602, 3604, and 8 NYCRR Part 175 remain unchanged, one Superintendent's conference day shall be scheduled during the last week of class as two half days, with the starting and ending times of those days to be scheduled in the discretion of the District based upon its transportation needs.

5. This Memorandum of Understanding is made in light of its own unique circumstances, and the District's agreement to resolve this matter in this manner shall not constitute a precedent or an obligation on the part of the District to negotiate school calendar scheduling issues with the Association.

Accepted for the District

By: Thomas Maple  
Superintendent of Schools

Dated: April 5, 2000  
~~September~~, 1999

Accepted for the Association

By: Cliffie Martin  
GIFA President

Dated: April 5, 2000  
~~September~~, 1999

**Memorandum of Agreement**

**By and Between**

**Springville-Griffith Institute Central School District**

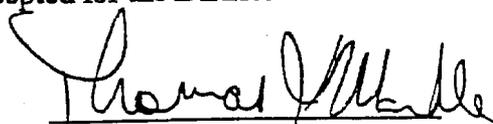
**And**

**Griffith Institute Faculty Association**

It is hereby understood and agreed by and between the Griffith Institute Faculty Association ("Association") and the Springville-Griffith Central School District ("District") that effective September 1, 2001 to August 31, 2005:

1. Appendix B of the GIFA agreement effective September 1, 1997 to August 31, 2005, shall be modified to include stipend(s) for "Teacher Mentor".
2. This assignment shall be for specific teacher "Mentee(s)" and shall be authorized by the Board of Education similar to other positions listed in the appendix and may be prorated for partial year assignments.
3. The salary on the appendix for Teacher Mentor shall be \$500.
4. A "Teacher Mentor" during 2001-2002 school year shall receive the \$500 stipend and one (1) in-service credit for participating and completing New Teacher-Mentor Training.
5. Fall 2002- and subsequent first time Teacher Mentors, will receive one (1) in-service credit and \$500 stipend.
6. The expectation is that each Teacher Mentor will be responsible for mentoring one (1) mentee during the course of the school year.

Accepted for the District

By:   
Thomas J. Markle  
Superintendent of Schools

Dated: 6/26/02

Accepted for the Association

By:   
Paul B. Aroume  
President, GIFA

Dated: 6/26/02

MEMORANDUM OF UNDERSTANDING

ON

DISTANCE LEARNING PROGRAM

SPRINGVILLE-GRIFFITH INSTITUTE CENTRAL SCHOOL DISTRICT

AND

GRIFFITH INSTITUTE FACULTY ASSOCIATION

1. The Springville-Griffith Institute Central School District (hereinafter the "District") and the Griffith Institute Faculty Association (hereinafter the "Association") agree that this Memorandum is an addendum to the contract in effect beginning September 1, 1997.
2. The implementation of the Distance Learning program shall not result in the reduction of any bargaining unit member from full-time to part-time, nor a reduction of the number of full-time equivalent positions in the bargaining unit.
3. The teaching of Distance Learning classes shall be strictly voluntary. Distance Learning positions shall be posted according to the procedure outlined in the current contract.
4. There shall be no additional compensation for teachers of a Distance Learning class, provided that the class does not exceed the teacher's regular number of teaching assignments.
5. Teachers of Distance Learning classes shall not receive any additional preparation periods for their participation in the Distance Learning program. The Distance Learning program shall not adversely impact the preparation time or workload of any bargaining unit members who are not involved in the Distance Learning program.
6. Evaluation of teachers in the Distance Learning program shall be in accordance with the sections of the current contract.
7. There will be a committee of 2 members appointed by the president of the Association and 2 members appointed by the Superintendent. This committee shall make recommendations to both parties on areas that may need to be addressed for the successful continuation of this Distance Learning program.

ACCEPTED FOR THE DISTRICT:

  
\_\_\_\_\_  
Superintendent of Schools

ACCEPTED FOR THE ASSOCIATION:

  
\_\_\_\_\_  
GIFA President

Date: 6/12, 1997

Date: June 12, 1997

8/01/05

A-1 Duration of Memorandum of Agreement

The duration of this memorandum of agreement will be retroactive from September 1, 2003 until August 31, 2006. The committee will be appointed for the duration of this Memorandum of Agreement.

A-2 APPR Committee

The APPR committee will be created consisting of equal number of members appointed by the GIFA President and the Superintendent. The committee will be composed of up to 5 GIFA President appointed members and up to 5 Superintendent appointed members. The purpose of this committee will be to review the operation of the Annual Professional Performance Review Plan. A report containing suggestions and/or observations about the plan will be shared with the District and the Association by Aug. 31<sup>st</sup> of each school year.. The Committee will make any recommendations in writing. The parties will meet annually to review the aforementioned plan. If revisions are proposed, they will be forwarded to both parties for reaction or comment.

A-3 APPR Sub-Committee

The sub-committee will be created for the express purpose of planning and presenting information relative to the APPR. Annually, up to three (3) hours, designated for the presentation, and/ or development will be scheduled as part of the two (2) superintendent conference days prior to the start of student attendance. All teaching staff are to participate in this process annually.

The sub-committee charged with the development and presentation of the focus material may meet during the regular school day. Time spent outside the regular day reviewing and preparing the materials will be compensated at the hourly rate in effect at that time for summer curriculum work. Up to 20 hours per GIFA committee member will be available each year for the committee to work together on reviewing, preparing and presenting this information.

A- 4 Glossary

Definition of school year is faculty attendance days.

Definition of one week is five student attendance days.

A- 5. Planning of APPR Activities

A maximum total of 2 hours of time on Superintendent's Conference days will be allotted to GIFA members for the purpose of planning and development of APPR activities. This time will be scheduled after the start of student attendance and spent in an appropriate location. The 2-hour time will take place prior to November 15th.

The specific amount of time requested for these staff development activities will be made by the APPR Committee each year prior to August 31st. The association president (or designee) and superintendent (or designee) will review the request, planned conference days, and calendar to collaborate on scheduling this time.

**SPRINGVILLE GRIFFITH INSTITUTE CENTRAL SCHOOL DISTRICT  
AND THE  
GRIFFITH INSTITUTE FACULTY ASSOCIATION**

**MEMORANDUM OF AGREEMENT**

**IMPACT BARGAINING:**

- **ANNUAL PROFESSIONAL PERFORMANCE REVIEW**
- **SCHOOL YEAR – 2.14**
- **ADDITION TO APPENDIX B**

**The duration of this memorandum of agreement will be retroactive from  
September 1, 2003 until August 31, 2006.**

#### A-6 Projects Cycle One

Teachers choosing to participate in this cycle will submit their project forms to their building administrator by the end of the school day on September 15<sup>th</sup>. Failure to submit a form by that day will automatically place the teacher in Cycle Two – Classroom Observation. The building administrator will notify the teacher of project approval or denial no later than September 30<sup>th</sup>.

When a project is submitted by a teacher and is rejected by the building or other administrator, a written explanation will be provided by the administrator. The Superintendent or designee will meet to review and offer suggestions to the individual(s) if requested. Subsequent to this meeting, and within *one week*, the individual(s) may appeal the rejection. Such appeal must be in writing and forwarded to the Superintendent. The Superintendent, and the President of the Association (or their designees) and the next person on a list of internal “arbiters” will meet as an appeals committee to review the project proposal and its relationship and appropriateness to the APPR. The appeals committee may not include the administrator or any of the teachers involved in the rejection.

The list of arbiters will be comprised of three administrators selected by the Superintendent and three teachers selected by the GIFA President. Said list will be developed within *two weeks* of the signing of this document. The decisions of this committee will be reached by consensus. In the event that they are unable to reach a consensus after reasonable attempts are made to do so, then a majority vote of the committee members will prevail. The decision of the committee is final for the specific project approval being appealed. The committee shall render its decision in writing within *two weeks* of the implementation of the appeal.

#### A-7 Classroom Observations – Cycle Two

Observations will be performed in accordance with the current contract. The teacher and the administrator are expected to participate in pre- and post-observation discussions at mutually agreed upon times concurrent with, or prior to, completion of the APPR conference form. The evaluating administrator will offer to the teacher, and schedule, time to meet and/or review any of the eight (8) areas of the Criteria for Effective Teaching either evidenced or noted as not completed during the observation.

#### A-8 Awareness Phase Placement

Tenured teachers who are performing at the Unsatisfactory or Basic levels as indicated in the Criteria for Effective teaching, may be placed in the Awareness Phase of the APPR process. Reasons and rationale for the recommendation of placement in the Awareness Phase will be clearly stated on the APPR Review Conference Form for tenured teachers.

Tenured teachers placed in the Awareness Phase may appeal the placement to the Superintendent. A meeting between the teacher, the Superintendent, the Association president (or his designee) and the recommending administrator/evaluator will be held. The teacher must present evidence at the meeting of successfully demonstrating proficiency in the Criteria for Effective Teaching. The teacher’s presentation is limited to no more than three (3) hours. The decision of the superintendent shall be made within forty-eight (48) hours. The decision regarding placement in the Awareness Phase after the appeal by the teacher has been completed is final.

A-9 Teacher Improvement Plan Placement

Tenured teachers placed in the Teacher Improvement Plan phase of the APPR may appeal the placement to the Superintendent. A meeting between the teacher, the Superintendent, the Association president (or his designee) and the recommending administrator/evaluator will be held. The teacher must present evidence of successfully demonstrating proficiency in the Criteria for Effective Teaching. The teacher's presentation is limited to no more than three (3) hours. The decision of the superintendent shall be made within forty-eight (48) hours. The decision regarding placement in the Teacher Improvement Plan after the appeal by the teacher has been completed will be final.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below this 12 day of ~~August~~, 2005.

*BR*

September, 2005 (PBA) *BR*

FOR THE DISTRICT:

FOR THE ASSOCIATION:

*Brenda S. Petase*

Superintendent of Schools

*San J. [Signature]*

President

**Memorandum of Agreement  
Between the Springville-Griffith Institute  
And the Griffith Institute Faculty Association**

With the creation of a new student mentoring program at the high school and the need for unit members to be in additional roles throughout the work day the District and Association agree to the following:

- There will be an Instructional Unit member in the role of WISE Coordinator. His duties will be explained in the job description provided by the District.
- This position will be included into the ACTIVITY SCHEDULE in the Collective Bargaining Agreement between the District and Association.
- The stipend set forth for this position will be equal to \$3,460 and will be subject to increases through future collective bargaining agreements.
- There will be Instructional Unit members who will be asked by students to be in the role of Student Mentor. Unit members in this position will receive (1)one in-service credit for each semester they are in the position per student mentored for said semester.

FOR THE DISTRICT

Bruce S. Peters  
Superintendent

Date: July 14, 2005

FOR THE ASSOCIATION

Paul B. Brown  
President

Date: 7/14/05

