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CONTRACT

BETWEEN

THE FRIENDSHIP BOARD OF EDUCATION

AND

THE FRIENDSHIP TEACHERS ASSOCIATION

July 1, 2005 - June 30, 2008

RECEIVED

DEC 06 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

49

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ARTICLE I

RECOGNITION

The Friendship Board of Education, having determined that the Friendship Teachers Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel except the Administration, and BOCES teachers, hereby recognizes the Friendship Teachers Association as the exclusive negotiating agent for the teachers in such unit for the maximum period permitted by law.

The Board agrees to negotiate only with the Friendship Teachers Association for the duration of this agreement.

ARTICLE II

NEGOTIATION PROCEDURES

A. It is understood that the terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the education process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. No later than February 1 of 2008, the parties will enter into good faith negotiations over a successor agreement covering the following school year.

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each may select its representatives from within or outside the school district. No final agreement shall be executed without the ratification by the Association. The parties mutually pledge that their representatives will be vested with all necessary power and authority to make proposals, consider proposal, and reach compromises in the course of negotiations.

ARTICLE III

DUES DEDUCTION

A. The Board of Education of the Friendship Central School District agrees to deduction from the salaries of its employee's dues for the Friendship Teachers Association and its affiliates, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association. Teacher authorization shall be in writing on the form agreed upon.

B. The Friendship Teachers Association named in the Section A above shall certify to the Board in writing the current rate of its membership dues.

C. Deductions referred to in Section A above shall be made in the following manner: The total annual membership dues, certified as mentioned above, shall be deducted in equal installments beginning with the first pay period in October and completed the last pay period in June. No later than two weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct for the association named in Section A above.

D. The Board of Education agrees to deduct said monies per established payroll procedures. The total sum of said authorized deductions shall be turned over to the designated representative of the association as per payroll procedure practice.

E. The Board of Education of the Friendship Central School District agrees to deduct the following items from the salaries of its employees: union dues, VOTE/COPE contributions and any other items under the N.Y.S.U.T. Benefit Trust Payments for those employees who voluntarily execute the proper forms.

ARTICLE IV

MISCELLANEOUS PROVISIONS

A. Prior to October 15 of each school year, each teacher will meet with the Principal or Superintendent to discuss three (3) objectives for the coming school year. The objectives will be selected from the ten key components of the district's effective school plan. The progress in regard to these objectives will be part of each teacher's annual evaluation.

B. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Any individual arrangement, agreement or contract between the Board and individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during the duration, shall be controlling.

E. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. The final proof of the agreement shall be read by both the Administration and the Association and they shall agree on its final format. Copies of this agreement shall then be issued at the District's expense to all employees after its execution or two weeks after their employment if that occurs later.

G. The effective date of this contract would coincide with the fiscal year.

H. The District shall reimburse teachers at the rate established by the Internal Revenue Service for any approved travel when the teacher uses personal transportation for any school-related business or activity due to District vehicles not being available for use.

I. The District shall reimburse unit members for meals for attendance at any school-related function outside the District if said function occurs or runs through the normal lunch and/or dinner hour. Such reimbursement must have, whenever possible, the prior approval of the Chief School Officer or his/her designee and is limited to forty dollars (\$40.00) a day.

J. A classroom teacher who is hired as a long term substitute in excess of sixty (60) consecutive calendar days to replace another classroom teacher shall be included in the bargaining unit and entitled to all the benefits of this agreement (including placement on the salary schedule.)

K. Labor-Management Committee. A committee consisting of two members from the Association, the Superintendent, and one person designated by the Superintendent shall meet on a monthly basis, or more frequently upon request of either party, to discuss matters of mutual concern.

ARTICLE V

LEGISLATIVE APPROPRIATION

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

ARTICLE VI

TEACHING CONDITIONS

The Administration shall provide the conditions pertaining to class size and teaching load that are described in the following statements:

A. Teachers Workday

1. The teacher's workday will be 7 hours and 35 minutes, except when the teacher has professional responsibilities to perform such as faculty meetings and/or professional obligations. Teachers may be required to remain for a maximum of two (2) meetings per month. These meetings will not extend beyond 4:00 p.m.
2. All teachers are to be on duty from 7:30 a.m. until 3:05 p.m.
3. Teachers can accumulate compensation time for supervision duties which may be accumulated and used at other times after students safely have cleared the building. In any case, the teacher must have the approval of the building principal or superintendent prior to leaving at the close of the student day.
4. On Friday and days of holiday dismissal, Thanksgiving, Christmas, (winter and spring vacations) teachers shall be permitted to leave the building as soon as buses have safely cleared the school premises.
5. If the Superintendent or Building Principal grants permission to teachers to leave earlier they may do so.
6. Attendance at professional meetings is mandatory except when permission for absence is granted by the Superintendent or Building Principal.
7. On up to three (3) days in which school is closed due to the weather, teachers may be required to report for in-service to begin at 10:00 a.m. Teachers may use one of their accumulated days in lieu of reporting.

B. Teachers' Calendar

1. The teachers' work year is limited to 185 workdays. Teachers' calendar shall commence no earlier than September 1 and end no later than June 30. Those teachers who have specific duties with regards to commencement must complete these duties.
2. Effective July 1, 2002, all teachers shall be required to provide one additional staff development day to be scheduled each year between July 1 and August 31. This staff development day will be scheduled at the discretion of the teacher and shall require advance approval of the Superintendent.

C. Teaching Load-Elementary Grades

1. Class instruction shall not exceed five hours a day.
2. Teachers at the elementary level shall receive at least 300 minutes per week, with not less than 30 consecutive minutes per day within the period of student attendance, for work planning, preparation of materials and professional meetings, free from instruction and supervisory duties in addition to 30 minutes duty free lunch break.
3. Elementary teachers shall not be required to remain in the classroom while a special teacher is instructing students.
4. (a) The desired class size for grades kindergarten and first will be recognized as 20-22 students. Kindergarten and 1st grade classes will not exceed twenty-five (25) students.

(b) The desired class size for grades 2 and 3 shall be recognized as 22-26 students. Second and third grade classes will not exceed thirty (30) students.

(c) The desired class size for grades 4-6 will be recognized as 25-29 students. Classes in grades 4-6 will not exceed thirty (30) students.

(d) Students who transfer into the district after September 1st will be distributed, as much as possible, equally in the grade level they are assigned. After October 1 of each year, the District may exceed the aforementioned numbers by up to, but no more than, three (3) students per class.

D. Teaching Load-Secondary Grades

1. No teacher shall conduct more than six (6) classes per day in an eight period schedule.

2. Teachers shall be provided with a minimum of one class period per day for planning and preparation of materials, free from instructional and supervisory duties, in addition to a thirty (30)minute duty-free lunch break.
3. Assignments of non-instructional nature shall be equalized among the teaching staff; these assignments shall include study halls and homerooms and do not include paid extra-curricular duties.
4. Academic teachers load except English shall not exceed one hundred sixty (160) students.
5. English teachers load shall not exceed one hundred thirty (130) students.
6. Special teachers, i.e., art and music, shall be considered secondary academic for purposes of determining load.
7. Physical education teachers shall have no more than six (6) classes per day, containing no more than a total of two hundred (200) students.

E. Mainstreaming and Inclusion Teaching Conditions

1. Students with Individualized Educational Programs (IEP's) will be allocated to classes in as equitable a manner as possible after consultation with the teachers involved. The ultimate decision for student placement is the responsibility of the administration.
2. Additional consultation time of one (1) period per week shall be granted non-special education teachers who teach students with IEP's.
3. A teacher who has a student with an IEP assigned to him/her shall, upon request, meet with the CSE to discuss matters relating to modification of the IEP. The teacher shall also be released from regular duties for the annual review of the student's IEP.
4. The District agrees to provide a minimum of twenty (20) hours of training per year during the regular teacher work day to each regular education teacher assigned students with IEP's.

F. Distance Learning

1. The parties acknowledge and confirm that participation in a distance-learning program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the distance-learning program involves bargaining unit work in sending classes only.
2. No course will be offered through the distance-learning program as a receiving course if that course was taught at Friendship Central School during the 1998-99, 1999-00 or 2000-01 school years.

3. Teacher participation in the distance-learning program as a sending teacher to students of another school shall be voluntary.
4. Each distance learning course for which there is a vacancy shall be posted, and such course(s) shall be taught only by members of the bargaining unit who are certified in the area of instruction for which the course is designed.
5. Distance learning equipment shall not be used to monitor teacher performance or to evaluate unit members. Unit members participating in the distance learning program shall be evaluated at the Friendship Central School site, and in the same manner as all other unit members, in accordance with the terms of this collective bargaining agreement.
6. Training courses shall be offered to all interested teachers. Participating teachers will be allowed days for visitation. Priority for training courses and visitation days will be determined by the District. Use of visitation days will require the approval of the Superintendent.
7. Distance learning classes will be scheduled during the regular school day.
8. The assignment to a unit member of responsibilities for a distance learning class, as either a sending or receiving classroom will be counted as a class assignment.
9. Unit members shall not be responsible for the set-up, and takedown of equipment utilized in distance learning classes.
10. Teachers assigned to a sending class will not be responsible for the discipline of students at a receiving class, except that the teacher will be responsible to inform the administration of the receiving school of any misconduct viewed.
11. The sending teacher of a distance-learning course must have certification in that area. An exception to this requirement can be made by mutual agreement.
12. The class size of a distance learning program sending class shall be limited to ten (10), and the maximum at both sending and receiving sites shall be limited to twenty-five (25).
13. There shall be no transmission, retransmission, or reproduction of the distance learning program courses which emanate from Friendship Central School without the expressed written approval of the participating bargaining unit member(s) instructing the class, except as necessary for those absent from the class at the time of the original transmission.

ARTICLE VII

STUDENT DISCIPLINE

Teachers will administer student discipline under appropriate conditions of educational law, and penal law. The faculty and the Administration will cooperate fully in the support of this essential area of school activity.

ARTICLE VIII

TEACHER ABSENCE

If a teacher is not able to be in the classroom on a particular day, he shall notify his/her immediate supervisor/designee at least one and one half (1 1/2) hours before the start of school so that a substitute can be obtained for him. A recommended substitute list will be a cooperative effort with the teachers and administrators.

ARTICLE IX

FAIR DISMISSAL

A. Each non-tenured teacher will have his or her performance observed in writing at least three (3) times each school year by a certified district administrator who is not a member of the bargaining unit. The first observation in each school year shall be announced. All others may be unannounced. Each non-tenured teacher will have his or her performance evaluated at least once a year, in writing, by the Principal or Superintendent. This will be completed by April 1st.

Each tenured teacher will have his or her performance observed at least once a year, in writing, but not to exceed three formal observations per year. Each tenured teacher will also have his or her performance evaluated in writing, once a year, by the Principal and or Superintendent. Said evaluation will be completed by May 1st.

B. Except for the first two full years of employment in a tenured area, no teacher shall be officially reprimanded, disciplined, discharged or dismissed, reduced in rank or compensation or deprived of any professional advantage without Just Cause. An involuntary transfer shall count as continuous service for the year of employment regardless of tenure area.

C. Layoff - Any reduction in force will be done in strictest regards to seniority to applicable Education Law. Transfers to vacant positions in other certified areas will be considered prior to a layoff. Recalls will be made in accordance to New York State Education Laws. A teacher who is on a lay-off may decline a recall to any position that is less than the position that he or she maintained, without jeopardizing any seniority or recall rights.

ARTICLE X

CREDIT FOR EXPERIENCE

Any experienced teacher brought into the Friendship School may, at the discretion of the chief School Administrator and/or the Board of Education be given credit for prior experience up to the total of 100% of that experience.

ARTICLE XI

STATEMENT OF DUTIES

A. All teachers shall receive a statement of the grade level and/or subject area and the extra-curricular activities for the following year. This shall normally be issued no later than June 15th. If it becomes necessary to re-assign teachers, the administration shall discuss the situation with the individual teacher in an effort to arrive at a change which is mutually agreeable.

B. The teachers will have the opportunity to meet with candidates for teaching positions whenever feasible and/or possible and to recommend a selection to the administration. This provision cannot be used to prevent the administration from recommending the candidate of his/her choice to the Board, nor can it be used to prevent the administration from hiring on campus or at some distant point without a local interview in emergency cases.

C. Teachers aides shall not have professional instructional duties assigned to them.

D. A statement of duties of teacher aides shall be distributed to members of the teaching staff at the beginning of each school year.

ARTICLE XII

EXTRA CURRICULAR DUTIES

A. Teachers shall be asked to supervise only those student activities that are clearly related to the educational program of the school.

B. Teachers shall be asked to supervise or sponsor only those students' activities that are within their area of expertise or interest.

C. Delegation of supervision of extra-curricular activities shall be equalized, especially among those responsibilities that are unpaid, i.e. Health Career Club, Future Teachers Association, Astronomy Club, Future Homemakers Club and Aerie. A committee will be selected by the Central School Administration and the Friendship Teachers Association in September of each year to work out a fair time provision within the completed schedule.

D. Four (4) times per year extra curricular and other non salary pay will be paid in a separate paycheck (dates to be determined by the District). Seasonal activities will be paid in the first of the four (4) scheduled pay periods after the end of the season (including post-season activities). Yearlong activities will be paid in four (4) equal installments.

E. Teachers will be paid One Hundred Ten Dollars (\$110.00) per day for summer work, workshops, conferences, and other professional development approved by the Superintendent.

F. If, for the purpose of training and/or scoring of the new state assessments, a member of the Friendship Teachers Association is required to work beyond his/her negotiated work day or work year, or is required to travel by his/her own means to a site designated by the employer, the following compensation shall be provided in addition to the member's normal salary:

1. When a teacher is required to travel to a work site different than his/her normal work site, the teacher will be paid at the IRS mileage rate for all miles in excess of the teacher's normal commuting distance to and from Friendship Central School.
2. Any bargaining unit member who is required to work beyond his/her negotiated work day shall be compensated at an hourly rate, calculated by dividing the number of days in the contractual work year by the length of the normal workday, for each hour or part of an hour to the nearest 1/4 hour in excess of the normal workday. In no case will the additional hours result in a workday in excess of 10 hours without the member's consent.
3. Any bargaining unit member who is required to work beyond the normal work year shall be compensated at a rate equal to 1 divided by the number of days in the contractual work year times his/her negotiated salary for that fiscal year, for each day in excess of the work year completed by all other bargaining unit members.
4. A bargaining unit member shall not be required to work on a Saturday, Sunday, a holiday or during a holiday period unless the member agrees to do so, at which time the preceding compensation formulas shall be used.
5. All bargaining unit members who take part in activities as described above shall receive, at a minimum, their contractual lunch time.

G. Unit members will be paid Twenty-five Dollars (\$25.00) per hour for school tutoring and academic intervention services taking place after normal school hours.

EXTRA-CURRICULAR PAY SCHEDULE

ACTIVITY	ANNUAL PAY	ANNUAL PAY
	2004-05	2005-06 - 2007-08
Varsity Soccer Boys	\$2,600	\$2,704
Varsity Soccer Girls	2,600	2,704
J.V. Soccer	2,080	2,163
Varsity Boys Basketball	3,432	3,569
J.V. Basketball	2,392	2,488
Varsity Girls Basketball	3,432	3,569
Cheerleading	2,600	2,704
Junior High Basketball	1,352	1,406
Intramural Basketball	1,040	1,082
Varsity Baseball	2,600	2,704
Varsity Softball	2,600	2,704

Weeks for the above activities will begin with the first day of practice allowed by Section 5 and extend through the end of the regular season.

Sectional play will be compensated at \$350 and State Tournament Play will be compensated at an additional \$500 for a total of \$850.

Coaches for the above activities will be paid three percent (3%) of the base salary additional for each year of previous coaching experience in the District, up to a maximum of 10 years experience.

All Junior High, Intramural, and Modified sports activities must be held for 10 weeks. Activities of less than 10 weeks must have the prior approval of the Superintendent of Schools and the Athletic Director and will be pro-rated.

ACTIVITY	ANNUAL PAY	
	2004-05	2005-06 - 2007-08
Senior Advisor Plus Fair	\$1,560 + 1,144	\$1,622 + 1,190
Junior Advisor Plus Fair	1,560 + 1,144	1,622 + 1,190
10 th Grade Adv.	780	811
9 th Grade Adv.	780	811
MS Student Council Advisor	1,040	1,082
Student Council	1,560	1,622
Play Director	1,248	1,298
National Honor Society Advisor	728	752
JH National Honor Society Advisor	520	541
Child Study Team Advisor	728	752
Yearbook	2,080	2,163
District Newsletter	1,560	1,622
Band Advisor	2,184	2,271
Color Guard Instructor	735	764
FBLA	780	811
Ski Club	312	324
Odyssey of the Mind		900 per team
Model UN		900 per team
Eckerd Drug Quiz Competition		600 per team
Scholastic Challenge		600 per team
Spanish Club		450
Guidance Direct		4,000
Score Keeper++*	(\$25 -one game) (\$40-two games)	(\$25 -one game) (\$40-two games)
Timer*	\$22.24/\$33.35 (\$25 -one game) (\$40-two games)	\$22.24/\$33.35 (\$25 -one game) (\$40-two games)
Track Official*	\$22.24/\$33.35 (\$25 -one game) (\$40-two games)	\$22.24/\$33.35 (\$25 -one game) (\$40-two games)

Chaperone*	\$22.24/\$33.35 (\$30 –one game) (\$45-two games)	\$22.24/\$33.35 (\$30 –one game) (\$45-two games)
Ticket Seller*	\$22.24/\$33.35 (\$30 –one game) (\$45-two games)	\$22.24/\$33.35 (\$30 –one game) (\$50-two games)

* Above rates paid for unit members only per event/game. An event is defined as a non-athletic activity such as dance, play, etc.

++ Scorekeeper shall be paid position for home softball and baseball, home and away soccer and basketball.

Coaches do not receive a stipend as a scorekeeper.

ARTICLE XIII

CERTIFICATION OF TEACHERS

The Board endorses the ideas contained in the following statement and will endeavor to meet the conditions contained therein.

All teachers retained in the Friendship School System shall be certified either permanently or provisionally, to teach the subjects or area for which they have been hired.

ARTICLE XIV

ABSENCE FROM DUTY

A. On the first day of the school year, each unit member shall be credited with fourteen (14) sick leave days. Effective July 1, 2002, on the first day of the school year each unit member shall be accredited with fifteen (15) sick leave days. A unit member's accumulative leave may be used in the following ways:

1. Seven (7) days per year may be used to attend to the sickness of those in the "immediate household".
2. Five (5) days per occurrence may be used for the bereavement of members of the teacher's immediate household. Three (3) days per occurrence may be used for the bereavement of family members.
3. Four (4) days per year may be used for personal business. Personal days may not be used on the day immediately before or immediately after a holiday or vacation without administration permission. No more than four (4) members may use personal days on any given day without administration permission.

4. In the case of a major life-threatening catastrophe in a unit members family, the unit member may take paid leave not to exceed thirty (30) days provided the member has at least that number of sick days accumulated.
5. Under extraordinary circumstances, the superintendent may grant an exception to any of the above provisions and the additional time, if granted, would be deducted from the accumulated sick leave.

"Immediate Household" shall be defined as: spouse, child, member's parents and spouse's parents or any other person residing in the unit member's primary residence. "Family" shall be defined as: spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, or any other person residing in the unit member's primary residence.

6. If a member is absent more than five (5) consecutive days, the teacher will furnish a written doctor's statement concerning the illness. During an extended illness or disability the member will report to the Principal once every two weeks. The report may be oral. The District may also require such a report from the doctor.

B. Visitation and/or Conference Leave

In addition to the fourteen (14) days sick leave days, fifteen [15] days effective July 1, 2002, each teacher will be allowed one (1) day per year, as a minimum, for visitation or for professional preparation day. They must submit an application and/or written request to their Principal or Chief School Officer for approval at least one (1) week prior to the visitation or conference. This does not include the five (5) personal days granted to the association for professional conferences.

C. Cumulative Sick Leave

Teachers who do not use all of their sick leave during any one-year may accumulate all of the unused portion up to a maximum of two hundred (200) days effective July 1, 2001. Each teacher will be credited with fourteen (14) sick leave days per year. Effective July 1, 2002, each teacher will be credited with fifteen (15) sick leave days per year.

D. Effective July 1, 2000, after a total sick leave has been used, 1/185 of the minimum salary shall be deducted from the teacher's salary.

E. Child-rearing Leave

1. Child-rearing leave of absence will be granted, without pay, for a period not to exceed the balance of the semester in which the leave begins plus one, two, three, or four additional full semesters. Such leave will be granted only to a teacher who is the custodial parent, step-parent, foster parent or legal guardian of a child who is under six (6) years of age at the time the leave begins and who resides with the teacher.

2. An application for the leave of absence must be filed with the Superintendent as soon as the need for the leave is known to the teacher and in no event less than thirty (30) calendar days before the desired start of the expected last day of work.
3. Resumption of active employment will occur at the beginning of the semester specified in the leave application, or on such other date mutually determined by the Superintendent and the teacher.
4. The teacher will confirm, in writing, to the Superintendent whether or not the teacher will return to active employment on the date specified in the application. said notice will be furnished to the Superintendent sixty (60) calendar days prior to the ending date of the leave.
5. The District's Group Health Insurance Programs will be continued in effect for a teacher during the leave if the teacher pays the necessary premiums.
6. The time when a teacher is on child-rearing leave shall not count toward the teacher's seniority or probationary period, but the time shall not be treated as interruption of continuous service. Nothing in this paragraph shall be deemed to have forfeited seniority previously granted to teachers while on unpaid leave of absence.

F. Sabbatical Leave

A. Sabbatical Leave will be available to members of this bargaining unit for each year for approved study or other educational pursuits upon the recommendation of the Superintendent to the Board of Education. The Sabbatical is subject to prior Board approval of the study and/or itinerary. The leave shall be granted without restriction on grants for fellowship awards received. The leave, if more than one is requested, shall rotate in alternate years between a teacher from the elementary level (K-6) and a teacher from the secondary level (7-12) after seven (7) years of continuous service within the system. When multiple applications from a level are received, the Board shall determine which applicant shall receive the leave with the District's needs a factor in consideration. The District reserves the right to grant additional leaves at their sole discretion according to their specific criteria.

1. During the term of this contract, only one (1) teacher per year may be granted sabbatical leave for professional study only.
2. During this sabbatical leave, the teacher granted leave for one full year will be paid one-half (1/2) the salary he or she would have received during the period of such leave.
3. The Sabbatical leave for one half (1/2) the academic year shall be at the full salary the teacher would have received during the period of such leave.
4. Income of the recipient as derived from his/her sabbatical pay and other sources shall not exceed his/her annual salary. Monies received from fellowships and stipends shall not be counted as income.

- (a) Any income beyond his/her normal salary shall reduce his/her sabbatical pay by such excess (fellowships and stipends excluded).
5. Written application for sabbatical leave, stating the purpose and objectives shall be submitted to the Chief School Officer on or before February 1, prior to the school year leave is to commence.
6. Accompanying the application for a sabbatical leave, the teacher will submit a contract obligating he or she to return to the faculty of the Friendship Central School District for two (2) years. The contract for the sabbatical pay will be forgiven at the rate of twenty-five percent (25%) for each regular semester of service (2 semesters equal one school year). The failure to serve two full years after the sabbatical leave will obligate the individual to refund the pro-rata portion of the sabbatical pay (twenty-five percent (25%) for each regular semester not completed).
7. A teacher on sabbatical leave shall be considered a continuous employee of the district in terms of employment benefits.
8. A report and/or presentation on the Sabbatical will be presented to the Board within ninety (90) days after the completion of the leave.
9. No teacher shall be eligible for a second Sabbatical leave for seven (7) years.

G. Payment for unused accumulated sick leave shall be made along with the last paycheck before retirement at the higher of One Hundred Dollars (\$100.00) a day or twenty percent (20%) of previous year's salary if the teacher has accumulated at least 100 sick days. In order to receive this pay the teacher must notify the Board in writing sixty (60) days prior to retirement. This compensation may be received in cash or health benefits paid to the accrued amount. Under extraordinary circumstances, these requirements may be waived by the superintendent.

H. Effective July 1, 2001, the Board will allow the Friendship Teachers Association a total of six (6) days for association conferences and business without penalty to association members.

Effective July 1, 2002, the Board will allow the Friendship Teachers Association a total of seven (7) days for association conferences and business without penalty to association members.

Effective July 1, 2003, the Board will allow the Friendship Teachers Association a total of eight (8) days for association conferences and business without penalty to association members.

I. Sick Leave Bank

1. A Sick Leave Bank shall be established at a maximum of one hundred fifty (150) days per school year. The members of the faculty shall donate from their accumulated personal and sick leave to establish the beginning year

bank. The maximum number of days that may be donated by any one teacher shall be three (3) days per year. The Board of Education shall make an initial one-time contribution of fifty (50) days to the sick leave bank.

2. No individual will be entitled to apply to the sick leave bank unless:
 - a. All current and accumulated sick leave days have been exhausted.
 - b. Acceptable medical evidence is provided at appropriate intervals.
 - c. He/she made a contribution to the sick leave bank. This provision may be waived at the discretion of the committee.
 - d. Additional guidelines shall be developed by the sick leave bank committee reduced to writing, and given to all members of the bargaining unit prior to implementation.
3. A committee shall be established to review and approve requests for use of the bank. This committee shall consist of the Chief School Officer or his/her designee, the president of the association or his/her designee and one other member of the association to be appointed by the president. Requests may be submitted to any member of the committee.

J. Family Medical Leave

When a bargaining unit member takes a leave provided by this Contract, and such leave is for a purpose for which the member is also entitled to leave under the Family Medical Leave Act, the District may, with the required notification to the member, designate such contractual leave as running concurrently with the leave to which the member is eligible under the Family Medical Leave Act.

K. Exceptional Attendance

If a unit member utilizes two (2) or less personal or sick days during a fiscal year, such unit member shall receive:

1. A stipend of 0.5% of employee's salary; or
2. If the unit member has reached the maximum amount of accumulated sick time, the unit member may choose to raise his/her individual maximum sick leave accumulation amount by two (2) days.

ARTICLE XV

INSURANCE

A. 1. Health Insurance

- a. Commencing in the 2005-06 school year, the District will pay ninety percent (90%) of the premium costs for an employee to enroll in the Allegany/Cattaraugus School Medical Plan and "Major Medical" with "Managed Care" (hereinafter the Plan). The District will pay one hundred percent (100%) of the premium costs for an employee to enroll in the Choice HMO as long as the District's costs do not exceed ninety percent (90%) of the premium costs of the Plan. For employees electing to participate in the Choice HMO, the employee will receive fifty percent (50%) of the difference between ninety percent (90%) of the Plan premium costs and one hundred percent (100%) of the Choice HMO premium costs. The maximum amount of split savings the employee can receive is Fifteen hundred Dollars (\$1,500) per family plan and Seven hundred fifty Dollars (\$750) per single plan.

Each bargaining unit member who receives a stipend may elect one (1) of the following methods of payment:

- i. The amount of the stipend will be divided equally and be included in the member's regular paycheck throughout the year.
- ii. The amount of the stipend may be equally divided, with one-half (1/2) being paid in the first regular paycheck in January and the other one-half (1/2) being paid in the last regular paycheck in June.

Commencing in the 2006-07 school year, the District will pay ninety percent (90%) of the premium costs for an employee to enroll in the Allegany/Cattaraugus School Medical Plan and "Major Medical" with "Managed Care" (hereinafter the Plan). The District will pay one hundred percent (100%) of the premium costs for an employee to enroll in the Choice HMO as long as the District's costs do not exceed ninety percent (90%) of the premium costs of the Plan.

Commencing in the 2007-08 school year, the District will pay ninety percent (90%) of the premium costs for an employee to enroll in the Allegany/Cattaraugus Schools Medical Plan and "Major Medical" with "Managed Care" (hereinafter the Plan). Employees enrolled in the Choice HMO will contribute one percent (1%) of their base salary toward the premium costs of the Choice HMO for single coverage but in no event shall an employee's contribution exceed ten percent (10%) of the cost of the premiums. Employees enrolled in family coverage through the Choice HMO will contribute two percent (2%) of the base salary toward the

premium costs of such coverage but in no event shall an employee's contribution exceed ten percent (10%) of the cost of the premiums.

2. Health Insurance Buy Out:

- a. Any bargaining unit member who willingly elects to forego coverage under the District's health insurance plan prior to July 1 of the fiscal year will receive a stipend as follows:

2005-06	-	\$1,500
2006-07	-	\$2,000
2007-08	-	\$2,000

- b. If, after July 1 of the fiscal year, a member elects to waive health insurance coverage provided by the District that member's stipend shall be pro-rated at 1/12th of the full amount of the stipend for each full month remaining in the fiscal year. For example, a member elects the waiver after September 1, but prior to October 1 he/she will receive 9/12th of the stipend amount.
- c. Each bargaining unit member who receives a stipend may elect one (1) of the following methods of payment:
- i. The amount of the stipend will be divided equally and be included in the member's regular paycheck throughout the year.
 - ii. The amount of the stipend may be equally divided, with one-half (1/2) being paid in the first regular paycheck in January and the other one-half (1/2) being paid in the last regular paycheck in June.
- d. Whenever a member who has elected the buy-out stipend experiences a change in family status which necessitates the resumption of the health insurance benefit, the member shall notify the District in writing, and the health insurance benefit will be reinstated as soon as the policies of the insurance provider allows such a resumption. Whenever such resumption occurs, the amount of the stipend will be adjusted pro-rata, based upon the fiscal year during which the member did not receive the health insurance benefit.

3. Any changes or modifications in the Plan which are, in the judgment of the Association, a diminishment in Plan benefits or coverage in effect on or subsequent to December 1, 1991, will be negotiated with and agreed to with the Association by the district prior to their becoming effective. Any such diminishments in Plan benefits or coverage shall be the responsibility of the district and bargaining unit members shall be held save harmless against any such diminishments until agreement on the changes or

modifications has been negotiated by and agreed to by the District and the Association.

4. Any employee duty time utilized for travel to and for obtaining a second surgical opinion required by the Administrator of the Plan shall be provided to the employee by the District without loss of pay or deduction from any paid leave provided for in this Agreement.
5. Retirees shall have the option of continuing in the group for the purpose of purchasing health insurance coverage.

B. The District will provide Twenty Dollars and thirty-six cents (\$20.36) per month for each unit member, to purchase group life and disability insurance. These benefits and the provider shall be established by mutual agreement.

C. The co-pay prescription under the Plan shall be provided as a ten dollar (\$10) brand name, four dollar (\$4) generic co-pay rider to the Medical Plan described in A. 1.

D. An IRS 125 "Flex Plan" is established for all members. This District will pay the administrative fees. Any unused funds will revert to the District. Effective July 1, 1999, the District will contribute Two Hundred Dollars (\$200.00) annually to the account of each member.

The Flex Plan shall include the following accounts:

1. Dependent care to the maximum amount provided by law;
2. Unreimbursed medical to a maximum of Five Hundred Dollars (\$500) per non-tenured member and Fifteen Hundred Dollars (\$1,500) per tenured unit member;
3. Individual insurance plan purchase to the maximum amount provided by law.

E. In the event that an employee wishes to subscribe to an HMO policy, the employee will notify the payroll person to their wish to opt for the HMO in lieu of the Allegany-Cattaraugus Schools Medical Plan. The employee will also be required to drop the Major Medical policy and allocate that paid portion for the major medical benefit toward payment of the HMO premiums.

ARTICLE XVI

OTHER FRINGE BENEFITS

A. The Board of Education shall permit any teacher to purchase sheltered annuities through the payroll deduction plan.

B. The district shall provide an "Employee's Assistance Program" which will be available to all professional employees. The EAP committee shall consist of the President of the Board, Superintendent and two teachers appointed by the Friendship Teachers Association.

ARTICLE XVII

SALARY SCHEDULE

Effective 2005-06, 2006-07, and 2007-08, all members on the salary schedule will be paid according to the given schedule. All members will increase one step on the schedule.

Effective 2005-06, all members who have completed step 18 of the salary schedule shall receive a total salary increase equal to four and one-half percent (4-1/2%) of their previous salary. Effective 2006-07, and 2007-08, all members who have completed step 18 of the salary schedule, shall receive a total salary increase equal to five percent (5%) of their previous years salary.

Step	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$31,500	\$32,500	\$32,500	\$32,500
2	32,150	32,918	34,125	34,125
3	33,400	33,597	34,563	35,831
4	34,650	34,903	35,277	36,292
5	35,900	36,209	36,648	37,040
6	37,150	37,516	38,020	38,481
7	38,400	38,822	39,391	39,921
8	39,700	40,128	40,763	41,361
9	41,050	41,487	42,134	42,801
10	42,400	42,897	43,561	44,241
11	43,800	44,308	45,042	45,739
12	45,250	45,771	46,523	47,294
13	46,700	47,286	48,060	48,850
14	48,250	48,802	49,651	50,463
15	49,930	50,421	51,242	52,133
16	52,000	52,177	52,942	53,804
17	55,000	55,000	55,000	55,589
18	58,000	58,000	58,000	58,000
19				60,900

Effective in the 1979-80 contract, new in-service credit shall be paid at the rate of \$25 per credit hour for a maximum of five (5) years. Such credit shall not be applied to the salary schedule (current in-service credit will be grandfathered). Credit hours are to be reported (with accompanying transcripts) to the District Clerk by November 1st of each year. No increase to be granted during the period between November 1st and the following beginning of the school year.

For members on the salary schedule, each hour of graduate study shall be paid at twenty-five dollars (\$25.00) per credit hour effective July 1, 2001, thirty-five dollars (\$35.00) effective July 1, 2002, and fifty dollars (\$50.00) effective July 1, 2003. For members not on the salary schedule, these rates shall only apply to hours earned after July 1, 2001.

Effective July 1, 2005, Fifty-five Dollars (\$55.00) remuneration will be added for each graduate hours submitted by teachers and Thirty Dollars (\$30.00) will be added for each approved hour submitted by certified Teaching Assistants.

Effective, July 1, 2006, the graduate hour rate for teachers will be Fifty-six Dollars (\$56.00). Effective July 1, 2007, the graduate hour rate for teachers will be Fifty-seven Dollars (\$57.00).

For all members on the salary schedule, a differential of Eight Hundred Dollars (\$800.00) will be paid for a Masters Degree effective July 1, 2005, Nine Hundred Dollars (\$900.00) effective July 1, 2006, and One Thousand Dollars (\$1,000.00) effective July 1, 2007. For members not on the salary schedule, these rates shall only apply to Masters Degrees earned after July 1, 2001.

Effective January 1, 2005, a teacher may choose to be reimbursed for 100% of the cost for required graduate hours in lieu of yearly pay for the graduate hours. The District will pay the actual tuition costs for approved graduate courses for up to twelve (12) graduate credits (four 3-hour courses) per fiscal year, upon proof of successful completion of course work. Graduate hours for which the District pays tuition costs shall not be eligible for graduate hour payments at any time in the teacher's future employment with the District. The teacher will commit for five (5) years. If the teacher leaves before the five (5) years, a cost may be levied on a yearly pro-rated basis. The five-year period will commence upon first payment by the district for graduate hours. Courses compensated under this section require the prior approval of the Superintendent.

The annual District total expenditure for this benefit shall not exceed Twenty-Two Thousand Dollars (\$22,000.00) per year.

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

Section II - Definitions

2.1 A **GRIEVANCE** is a claim by any group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment. Included is any claim, violation, misinterpretation, mis-application or inequitable application of law, rules or regulations having the force of law effecting this

agreement, policies, rules, by-laws, regulations. direction, orders, work rules, procedures, practices or customs of the Board of Education and Administration.

2.2 The term **SUPERVISOR** shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

2.3 The **CHIEF SCHOOL OFFICER** is the Superintendent of Schools.

2.4 **ASSOCIATION** shall mean Friendship Teachers Association.

2.5 **AGGRIEVED PARTY** shall mean any person or group of persons in the negotiating unit filing a grievance.

2.6 **PARTY IN INTEREST** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

2.7 **GRIEVANCE COMMITTEE** is the committee created and constituted by the Friendship Teachers Association.

2.8 **HEARING OFFICER** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Section III - Procedures

3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the association.

3.3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the association directly at Stage 2 described below.

3.4 The preparation and processing of grievances, insofar as practicable shall be conducted during the hours of employment. However, it shall not interfere with the education of students. Every effort shall be made to avoid the involvement of students in any phase of the grievance process.

3.5 The Board of Education and the association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3.6 Except as otherwise provided in Article 5.1A and 5.B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person of such grievance or participation therein.

3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board of Education and the Association. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

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

3.11 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

3.12 The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievances all exhibits, transcripts, communications, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. The official Grievance Records shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board, but shall not be deemed a public record.

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

Section IV - Time Limits

4.1 The time limits specified in 5.1, 5.2, 5.3, 5.4 for either party may be extended only by mutual agreement.

4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal of the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section V - Stages of Grievance

5.1 Stage 1 Supervisor

- a) A teacher having a grievance will discuss it with his/her supervisor, either Directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall, without further consultation with aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his/her representative and the Association.

5.2 Stage 2: Chief School Officer

- a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days present the grievance to the Association's Grievance Committee for its consultation.
- b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1, with the Chief School Officer within fifteen (15) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c) Within fifteen (15) school days after receipt of the appeal, the Chief School Officer or his/her duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- d) The Chief School Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within fifteen (15) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a) If the teacher and its Association are not satisfied with the decision at stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief School Officer shall be available for the use of the Board of Education.
- b) Within thirty (30) days after receipt of an appeal or at the next regularly scheduled Board meeting, whichever comes later, the Board of Education shall hold a hearing on the grievance. The hearings shall be conducted in executive session.
- c) Within fifteen (15) days after the conclusion of the hearing, the Board of Education, shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

- a) After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.

- b) Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- d) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
- e) The decision of the Arbitrator shall be final and binding upon all parties.
- f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE XIX

PERSONNEL FILE

A. Teachers will have the right, upon request, to review the content of their personnel file, and the right to add material by way of explanation or response to any statement found therein. Pre-hire information as well as any information that the teacher has acknowledged as being confidential information at its source, should not be shown to the teacher and should be withdrawn from the file at the time of inspection. However, all other information will be made available for inspection and the teacher will be given a copy of each document if he/she so requests.

B. No materials shall be placed in the teacher's personnel file unless the teacher has also received a copy of the said material. The confidential information cited in A above is excluded from this provision.

ARTICLE XX

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008.

ASSOCIATION

Warren Long FTA PRESIDENT

BOARD OF EDUCATION

Will E. ...
5-11-05 vsm

Superintendent of Schools

Robert M. Noe

Dated this 17 day of May, 2005