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

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Friendship Central School District  
And Friendship Teachers Association

**CONTRACT**

<sup>D</sup> **BETWEEN**

**THE FRIENDSHIP BOARD OF EDUCATION**

**AND**

**THE FRIENDSHIP TEACHERS ASSOCIATION**

**July 1, 1996 through June 30, 1999**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**FEB 02 1998**

**CONCILIATION**

39 Employees

207  
          
6370

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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 1999 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 employees 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 teachers 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 designee and must be for a reasonable amount.

J. A classroom teacher who is hired as a long term substitute in excess of sixty (60) 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.)

## 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 45 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 3:15 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. Teacher's Calendar**

The teachers' work year is limited to 182 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.

**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 1<sup>st</sup> 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 1<sup>st</sup> 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 teach 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 Individual 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 1994-95 or 1995-96 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 take-down 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 of 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 immediate supervisor/designee at least one and one half (1 ½) hours before the start of the school so that a substitute can be obtained for him. A recommended substitute list will be a co-operative 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 1.

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 15<sup>th</sup>. 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 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 the regular payroll check (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). Year-long activities will be paid in four (4) equal installments.

E. Teachers will be paid One Hundred Dollars (\$100.00) per day for summer work approved by the Superintendent, except for attendance at approved workshops, which will be paid at a rate of Fifty Dollars (\$50.00) per day.

### EXTRA-CURRICULAR PAY SCHEDULE

ACTIVITY	1996-97 WEEKLY PAY	1997-98 WEEKLY PAY	1998-99 WEEKLY PAY
Varsity Soccer Boys	\$140	\$140	\$143.50
Varsity Soccer Girls	140	140	143.50
J.V. Soccer	100	100	102.50
Varsity Basketball Boys	140	140	143.50
Varsity Basketball Girls	140	140	143.50
J.V. Basketball	100	100	102.50
Jr. High Basketball	70	70	71.75
Intramural Basketball	70	70	71.75
Varsity Baseball	140	140	143.50
Varsity Softball	140	140	143.50
Cheerleading	100	100	102.50

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. Coaches for the above activities will be paid one (1) dollar per week additional for each year of previous coaching experience in the District.

ACTIVITY	1996-97 ANNUAL PAY	1997-98 ANNUAL PAY	1998-99 ANNUAL PAY
Senior Advisor	\$1100+800 Fair	\$1100+800 Fair	\$1128+820 Fair
Junior Advisor	1000+800 Fair	1000+ 800 Fair	1025+820 Fair
10 <sup>th</sup> Grade Advisor	500	500	513
9 <sup>th</sup> Grade Advisor	500	500	513
8 <sup>th</sup> Grade Advisor	400	400	410
7 <sup>th</sup> Grade Advisor	400	400	410
Student Council	1050	1050	1076
Play Director	850	850	871
Yearbook	1400	1400	1435
District Newsletter	1250	1250	1281
Band Advisor	1550	1550	1589
Color Guard Instr.	600	600	615
FBLA	550	550	564
Ski Club	150	150	154
Scorekeeper+++	20/30	20/30	20.50/30.75
Timer*	20/30	20/30	20.50/30.75
Track Official*	20	20	20.50
Chaperone*	20/30	20/30	20.50/30.75
Ticket Seller*		20/30	20/30
		20.50/30.75	

Any post season practices or play will be compensated at a rate of \$20.00 per workday after sectional seeding.

**\*Above rates paid for unit members only per event.**

++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 accredited with fourteen (14) 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 the member's total number of accumulated sick leave days.
5. Under extraordinary circumstances, the superintendent may grant 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, each teacher will be allowed one (1) day per year, as a minimum, for visitation or for professional conference. 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 their sick leave during any one year may accumulate all of the unused portion up to a maximum of one hundred eighty (180) days. Each teacher will be credited with fourteen (14) sick leave days per year.

D. After a total sick leave has been used, 1/200 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.

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 sabbatical pay and other sources shall not exceed his annual salary. Monies received from fellowships and stipends shall not be counted as income.

(a) Any income beyond his normal salary shall reduce his 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 his or her 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.

G. Payment for unused accumulated sick leave shall be made in the last year before retirement at Sixty-five Dollars (\$65.00) a day or twenty percent (20%) of previous year's salary. 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.

H. The Board will allow a total of five (5) days for Association conferences and business without penalty to professional staff.

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 designee, the president of the association or his designee and one other member of the association to be appointed by the president. Requests may be submitted to any member of the committee.

## ARTICLE XV

### INSURANCE

A. 1. The School District will provide, at no cost to the employee whether they are enrolled under an individual or family plan, health insurance coverage and benefits at or greater than the levels set forth in the Allegany/Cattaraugus School Medical Plan and "Major Medical" with "Managed Care" (hereinafter Plan) in effect on July 1, 1991, In the case of a teacher whose spouse (non-district employee) and family are covered under another insurance plan and who do not elect to be covered under the District's health plan, may elect to receive a One Thousand Dollar (\$1,000) savings bond per year.

2. 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.

3. 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.

4. Retirees shall have the option of continuing in the group for the purpose of purchasing health insurance coverage.

5. All unit members shall continue to have the option of choosing the available H.M.O. The District contribution shall be the rate paid in 1990-91 or an amount equal to the premium paid for the coverage provided in #1 above, whichever is greater.

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. Effective in the 1996-99 Contract, the co-pay prescription plan shall be provided as a Ten Dollar (\$10.00) brand name, Four Dollar (\$4.00) 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 in the 1996-99 Contract, the District will contribute the greater of One Hundred Fifty Dollars (\$150.00) or an amount equal to the annual premium of the CSEA Platinum Optical Plan, 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.

F. 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****1996-97 SALARY SCHEDULE**

STEP	INDEX	B	B+15	B+30	M	B+45	M+15	B+60	M+30	M+45
1	1.00	23675	23925	24175	24375	24425	24625	24675	24875	25125
2	1.05	24859	25121	25384	25594	25646	25856	25909	26119	26381
3	1.10	26043	26318	26593	26813	26868	27088	27143	27363	27638
4	1.15	27226	27514	27801	28031	28089	28319	28376	28606	28894
5	1.20	28410	28710	29010	29250	29310	29550	29610	29850	30150
6	1.25	29594	29906	30219	30469	30531	30781	30844	31094	31406
7	1.30	30778	31103	31428	31688	31753	32013	32078	32338	32663
8	1.35	31961	32299	32636	32906	32974	33244	33311	33581	33919
9	1.40	33145	33495	33845	34125	34195	34475	34545	34825	35175
10	1.45	34329	34691	35054	35344	35416	35706	35779	36069	36431
11	1.50	35513	35888	36263	36563	36638	36938	37013	37313	37688
12	1.55	36696	37084	37471	37781	37859	38169	38246	38556	38944
13	1.60	37880	38280	38680	39000	39080	39400	39480	39800	40200
14	1.65	39064	39476	39889	40219	40301	40631	40714	41044	41456
15	1.70	40248	40673	41098	41438	41523	41863	41948	42288	42713
16	1.75	41431	41869	42306	42656	42744	43094	43181	43531	43969
17	1.80	42615	43065	43515	43875	43965	44325	44415	44775	45225
18	1.85	43799	44261	44724	45094	45186	45556	45649	46019	46481

**1997-98 SALARY SCHEDULE**

STEP	INDEX	B	B+15	B+30	M	B+45	M+15	B+60	M+30	M+45
1	1.00	23900	24150	24400	24600	24650	24850	24900	25100	25350
2	1.05	25095	25358	25620	25830	25883	26093	26145	26355	26618
3	1.10	26290	26565	26840	27060	27115	27335	27390	27610	27885
4	1.15	27485	27773	28060	28290	28348	28578	28635	28865	29153
5	1.20	28680	28980	29280	29520	29580	29820	29880	30120	30420
6	1.25	29875	30188	30500	30750	30813	31063	31255	31375	31688
7	1.30	31070	31395	31720	31980	32045	32305	32370	32630	32955
8	1.35	32265	32603	32940	33210	33278	33548	33615	33885	34223
9	1.40	33460	33810	34160	34440	34510	34790	34860	35140	35490
10	1.45	34655	35018	35380	35670	35743	36033	36105	36395	36758
11	1.50	35850	36225	36600	36900	36975	37275	37350	37650	38025
12	1.55	37045	37433	37820	38130	38208	38518	38595	38905	39293
13	1.60	38240	38640	39040	39360	39440	39760	39840	40160	40560
14	1.65	39435	39848	40260	40590	40673	41003	41085	41415	41828
15	1.70	40630	41055	41480	41820	41905	42245	42330	42670	43095
16	1.75	41825	42263	42700	43050	43138	43488	43575	43925	44363
17	1.80	43020	43470	43920	44280	44370	44730	44820	45180	45630
18	1.85	44215	44678	45140	45510	45603	45973	46065	46435	46898

## 1998-99 SALARY SCHEDULE

STEP	INDEX	B	B+15	B+30	M	B+45	M+15	B+60	M+30	M-45
1	1.00	24140	24390	24640	24840	24890	25090	25140	25340	25590
2	1.05	25347	25610	25872	26082	26135	26345	26397	26607	26870
3	1.10	26554	26829	27104	27324	27379	27599	27654	27874	28149
4	1.15	27761	28049	28336	28566	28624	28854	28911	29141	29429
5	1.20	28968	29268	29568	29808	29868	30108	30168	30408	30708
6	1.25	30175	30488	30800	31050	31113	31363	31425	31675	31988
7	1.30	31382	31707	32032	32292	32357	32617	32682	32942	33267
8	1.35	32589	32927	33264	33534	33602	33872	33939	34209	34547
9	1.40	33796	34146	34496	34776	34846	35126	35196	35476	35826
10	1.45	35003	35366	35728	36018	36091	36381	36453	36743	37106
11	1.50	36210	36585	36960	37260	37335	37635	37710	38010	38385
12	1.55	37417	37805	38192	38502	38580	38890	38967	39277	39665
13	1.60	38624	39024	39424	39744	39824	40144	40224	40544	40944
14	1.65	39831	40244	40656	40986	41069	41399	41481	41811	42224
15	1.70	41038	41463	41888	42228	42313	42653	42738	43078	43503
16	1.75	42245	42683	43120	43470	43558	43908	43995	44345	44783
17	1.80	43452	43902	44352	44712	44802	45162	45252	45612	46062
18	1.85	44659	45122	45584	45954	46047	46417	46509	46879	47342

In 1996-97 those members off the schedule will receive an increase of 3% of their 1995-96 salary.

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In 1998-99 those members off the schedule will receive an increase of 3% of their 1997-98 salary.

In-service credit 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 1<sup>st</sup> of each year. No increase to be granted during the period between November 1<sup>st</sup> of each year. No increase to be granted during the period between November 1<sup>st</sup> and the following beginning of the school year. Graduate study will be compensated at the rate of \$50 for each 3 credits of graduate study until such teacher reaches the vertical column on the salary schedule. Credits in excess of the column amount shall be paid at the \$50 pro-rated amount.

## 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 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 Executive 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 Executive 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 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 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 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 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, 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 representative and the Association.

### **5.1 Stage 2: Chief Executive 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 Executive 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 Executive Officer or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

d) The Chief Executive 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 Executive shall be available for the use of the Board of Education.

b) Within thirty (30) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing 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 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 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, 1996 and shall continue in effect through June 30, 1999.

ASSOCIATION

BOARD OF EDUCATION

Russell J. Solom - President

\_\_\_\_\_

Sheryl Ann Jaques

Leslie D Penney

SUPERINTENDENT OF SCHOOLS

Charles H. Gyp, Jr.

Dated this 5<sup>TH</sup> day of March, 1997