Springville-Griffith Institute Central School District and Griffith Institute Faculty Association (1997)

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Union: Griffith Institute Faculty Association

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CONTRACT

BETWEEN THE

SPRINGVILLE-GRIFFITH INSTITUTE CENTRAL SCHOOL DISTRICT

and the

GRIFFITH INSTITUTE FACULTY ASSOCIATION

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD

Begins: September 1, 1997

Ends: August 31, 2005
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ARTICLE 1. INTRODUCTION

Section 1.1 Preamble

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

Section 1.2 Recognition

1.21 The Association is recognized as the exclusive negotiating agent for all employees eligible for membership in the Instructional Negotiating Unit for the maximum period permitted by law.

1.22 The unit is defined as all certified personnel (except administrators, directors and school psychologist) including department coordinators, guidance counselors, regular substitute teachers, attendance teachers, school nurse teachers, and dental hygiene teachers, whether or not they actually be engaged in classroom instruction. This unit hereinafter shall be referred to as the "Instructional Negotiating Unit."

1.23 The language in the Contract is for a period of eight (8) years commencing September 1, 1997 and ending August 31, 2005.

Section 1.3 Definitions

1.31 As used in this Contract:

(1) "Board" shall mean the Board of Education of Springville-Griffith Institute Central School District.

(2) "Superintendent" shall mean the Superintendent of Schools of Springville-Griffith Institute Central School District.

(3) "Association" shall mean the Griffith Institute Faculty Association.

(4) "Teacher" shall mean an employee occupying a position in the Instructional Negotiating Unit.

(5) "Certified personnel" shall mean those persons appointed to full-time or part-time positions of employment requiring certification as a teacher by the State Education Department.

(6) "Contract" shall mean this Contract, all written amendments to this Contract, and all appendices (if any) to this Contract, all as ratified by the Board and the Association.
(7) "Regular substitute" means only those substitute teachers who are hired to replace a teacher on leave of absence which leave is expected at the time of hire to last for at least 12 consecutive weeks.

1.32 The use of the masculine gender in this Contract includes the feminine gender. The use of the feminine gender in this Contract includes the masculine gender.

Section 1.4 Negotiation Procedures

1.41 Upon request of either party for a meeting to open negotiations for a new contract, a mutually acceptable date will be set not more than fifteen (15) work days following such request. Such request is to be made on or before April 1 of the Contract expiration year; however, actual negotiations will not commence prior to March 1 of that year.

1.42 Both parties agree to meet as frequently as necessary preceding contract expiration to achieve agreement on the terms of the contract. No meeting shall adjourn without the scheduling of its successor. Both parties agree to avoid and discourage delay. In order to avoid unduly imposing on teaching schedules, all meetings shall conclude at 11:00 p.m. unless the parties mutually agree otherwise.

1.43 At the first negotiation meeting, the parties shall exchange their proposals for a new contract which shall be in the form of specific additions to or deletions from the language of this Contract.

1.44 Negotiation meetings are to be held normally outside of school hours. When it becomes necessary by mutual consent to conduct negotiations during school hours, the District shall grant leave with pay and without charge to personal leave and the Association shall bear the expense of providing substitutes for the negotiating teachers.

1.45 As soon as practicable during each meeting, each item tentatively agreed to shall be reduced to writing, dated, initialed by the chief spokesperson for each party, and a copy given to each party.

ARTICLE 2. SCHEDULES, DUTIES, AND ASSIGNMENTS

Section 2.1 School Year

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

2.12 The teacher attendance calendar for school years 1997-98 through 2004-2005 shall consist of not more than 187 days including those days when school is closed because of snow or other emergencies; provided, however, that the actual number of days when teachers are in attendance to instruct pupils shall not be less than 180. The first teacher attendance day shall not be earlier than one (1) week preceding Labor Day and if there are days scheduled they will be scheduled
for Tuesday and Wednesday and the last such day shall not be later than June 30th. Nothing in this paragraph shall prohibit the requirement of attendance by new teachers at an orientation day. GIFA agrees to open negotiations regarding the teacher attendance calendar at such time as the State Education Department changes the existing mandates.

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

2.14 To facilitate planning and organization of classroom space, teachers in Springville Elementary School and Colden Elementary School shall not be assigned to student instruction on the Wednesday following Labor Day although the teachers shall be in attendance for the normal school day.

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

Section 2.2 Work Day

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

2.22 For purposes of computing compensation, one-half day at elementary schools shall mean one-half of the normal school day for the teacher in question.

2.23 Building principals may be expected to call one regular faculty meeting beyond or before the above sessions each month and other meetings warranted by the instructional program or emergency situations.

2.24 Teachers will be assigned preparation times as listed below:

(1) high school teachers -- one period each day,
(2) middle school teachers -- one period each day,
(3) elementary school teachers -- one thirty (30) minute period each day. The period shall occur during the student's scheduled day.

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

Section 2.3 Class Size

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

Section 2.4 Miscellaneous

2.41 Teachers are excluded from responsibility of money collections except for:

(1) teacher-generated materials (e.g., book clubs, review books, club or activity funds, etc.), and
(2) when the District is operating under a contingency budget, teachers shall assume, when requested, responsibility for collection of Board approved fees for supplies and materials in which latter case the District shall hold the teachers harmless for such collections provided that the teachers exercise reasonable care in such collections.

2.42 A teacher may express a preference for a particular substitute who is certified in the area in which the teacher is working and who is on the District's approved substitute list. When a teacher has done so, the District will call that substitute and if the substitute answers the call and is available, the substitute will be used in preference to other substitutes for the day or days in question. Notwithstanding the foregoing, a teacher may express a preference for a substitute who is not certified in the area in which the teacher is working and the same rule will apply, but no substitute may be used in an area for which he is not certified for more than 40 days in any school year.

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

ARTICLE 3. ABSENCES AND LEAVES

Section 3.1 Short-Term Absences

3.11 Eleven days' absence with pay will be allowed each year for personal illness.

3.12 Up to five (5) days of absence with pay will be allowed for illness in the immediate family. This
provision is in addition to the days allowed for personal illness. Definition of immediate family shall be the same as that used for bereavement.

3.13 Up to five (5) days for personal leave shall be granted to teachers for business which cannot be arranged other than during normal school hours. Application for such absences shall be made as far in advance as is practicable, no reason need be given, and except for emergency, shall be made at least forty-eight (48) hours prior to the date of the absence. Such days will not be taken on the day before, or the day following, a regularly scheduled vacation day without a reason being given. This leave shall not be charged to any other leave provision.

3.14 Any unused days from paragraphs 3.11, 3.12, and 3.13 shall accumulate as accumulated sick leave days to a maximum of 191. In addition, and subject to the maximum accumulation of 191 days, five extra days shall be added to the accumulation at the end of any year if the teacher used none or only one day from those paragraphs, four extra days if only two days were used, three extra days if only three days were used, two extra days if only four days were used, and one extra day if only five days were used. Those teachers who have accumulated prior to the addition of the extra days allowed by the immediately preceding sentence) the maximum 191 days shall receive a cash bonus less all required Federal and State deductions equal to 100% of the per diem substitute pay times five days if the teacher used none or only one day from those paragraphs, 100% times four days if only two days were used, 100% times three days if only three days were used, 100% times two days if only four days were used, and 100% times one day if only five days were used.

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

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

3.16 Absences with pay will be allowed on recommendation of the Superintendent, and approval of the Board, for educational conferences, trips involving school business, and visiting other educational institutions. Teachers shall be reimbursed for reasonable expenses incurred at the above conferences or meetings. This leave shall not be charged to any other leave provision. Teachers requesting leave to attend educational conferences shall be notified of the District's consent or refusal no later than the day following the regular Board meetings that convenes after receipt of the teacher's request.

3.17 Personnel summoned for jury duty or to appear as a witness (other than in a proceeding to which the teacher or the Association is a party) during regularly scheduled work days will continue to receive their regular pay in addition to compensation received from the court. Absence for jury duty or to appear as a witness (other than in a proceeding to which the teacher or the Association is a party) is exclusive from other leave provisions of this Contract. Salary continuance requires submission of the following documents to the Superintendent's Office:

(I) Court summons or notice within three (3) working days of receipt,
(2) Clerk of court record of number of days served, or

(3) Other proof of appearance.

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

3.19 Whenever a teacher knows in advance of a need to use leave pursuant to paragraph 3.14 of this Contract, the teacher will give written notice thereof to the District as soon as possible after learning of the need. In the case of childbirth, the teacher will be expected to provide the District with at least 90 calendar days' notice.

Section 3.2 Long-Term Leave

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

(1) A teacher who has less than sixty (60) days accumulated will be eligible for the benefit beginning the sixty-first (61st) consecutive day of absence.

(2) A teacher who has more than sixty (60) days accumulated will be eligible for the benefit immediately following the use of the teacher's last sick day.

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

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

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

(1) The teacher must have completed at least three years' service with the District prior to the commencement of the leave.

(2) The teacher must submit a written request for the leave to the Superintendent not less than fifty (50) school days prior to the first day of the leave.

(3) The purpose of the leave must be one of the following:
   a) To improve the teacher's health, or
   b) To advance the teacher's education, or
   c) To resolve a family emergency (family limited to spouse, parents and children), or
d) to accomplish some other purpose which the District determines to be acceptable and consistent with its interests as well as the employee's interests. Such determination shall be in the District's sole discretion and may be made without regard to whether or not leaves have been or may be granted to others for similar purposes or under similar circumstances.

(4) Any leave of a semester or more in length shall not be for the purpose of nor used for, acquiring new or additional career-oriented income producing endeavors.

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

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

Section 3.3 Sabbatical Leave

3.31 Leave shall be for one year at one-half pay (year of leave), or one-half year at one-half pay (year of leave) and eligibility for full benefits.

3.32 Tenured, permanently certified professional staff members who have completed a minimum of five (5) consecutive years of service in the District shall be eligible. Applications may be submitted during the fifth year of service or any year thereafter.

3.33 This leave may be granted for the purpose of study in an accredited institution of higher learning, for independent study on a problem of value to the District and approved by the Board, research and/or writing, and for educational travel, or combination of any of the above.

(I) Study: The program submitted shall be designed to increase applicant's understanding of educational change, improve technique in area of competence, or broaden experience in special subject fields.

(2) Independent Study: Applicant may engage in a study project of special interest and value to the District including improvement of instructional techniques, school business practices and educational innovation.

(3) Research and Writing: The program may be designed to provide time for writing of a
dissertation for an advanced degree on the doctorate level, writing of a textbook, or writing of other educational materials approved by the Board.

(4) **Educational Travel:** Applicant who desires to travel must submit a complete statement of the proposed itinerary. The itinerary should include, if possible, visits to schools and classroom observations. Acceptable travel is defined as travel in foreign countries, or travel that will enrich applicant's experience and understanding of other peoples and other cultures. Before returning to duty, the employee on leave shall submit a satisfactory summary of his trip together with a statement of the educational growth obtained through his experiences.

3.34 A sabbatical leave shall be for a period of one-half or one school year. Each successful candidate shall receive one-half of the basic salary for which he is eligible during the period of leave. He shall be considered on a leave of absence without pay from all other school activities and duties. Payment of salary to staff member on leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. A staff member shall have no other employment while on leave without prior approval of the board, except for employment directly involved with the purpose of the leave. A leave recipient may accept scholarships, fellowships, assistantships, and the like where the purpose of the grant or appointment is in harmony with the stated purpose for the leave.

3.35 The application must be submitted to the Superintendent's Office on a form provided not later than April 1 preceding the school year in which the leave is to be taken. The application must include in addition to necessary specifics (e.g., dates of proposed leave, institution to be attended, courses to be taken, etc.), a detailed statement which demonstrates how the proposed leave will meet the requirements of paragraph 3.33 of this Contract and a statement of precisely how the applicant believes the proposed leave will be of value to the District and will improve the professional service of the applicant.

3.36 Applications for sabbatical leave will be screened by a committee of teachers and administrators. The committee will include an administrator assigned by the Superintendent and six other members of the professional staff - three to be appointed by the Superintendent and three to be elected by the instructional level faculties (one each: elementary, middle and high). Committee members other than the assigned administrator will serve on a three-year staggered term. The recommendations of the committee will be forwarded to the Superintendent and the Board for consideration.

3.37 Criteria for selection will be:

(1) the value of the proposed plan to the District.

(2) improvement of the professional service of the applicant.

(3) the degree of professionalism of the applicant as evidenced by professional activity, continued professional study, service to the District and students in various committee assignments, and overall competence in service rendered to the District.
3.38 The other terms of sabbatical leave are:

(1) The candidate shall agree to return to service in the District for a period of two (2) years upon expiration of his leave of absence. In default of rendering such service, he shall refund to the District the entire amount of all salaries paid to him during his sabbatical leave and the full cost of all benefits paid to him or to others on his behalf (including payments to the New York State Teachers' Retirement System) during his sabbatical leave; provided, however, that the total amount to be refunded shall be reduced by 1/20th for each full month of service (during the September to June school year) rendered by the teacher following the end of his sabbatical leave. The amount to be refunded shall be paid in 12 equal installments on each of the first 12 monthly anniversary dates of the date when the teacher last worked for the District or, if the teacher failed to return to work for the District on the completion of the sabbatical leave, then on the first day of each of the 12 months next succeeding the last month of such leave.

(2) An employee on leave shall furnish reports, planned in consultation with the Superintendent, to indicate progress in attaining objectives of the leave. At the conclusion of the leave, a final written report shall be submitted to the Board and the Superintendent summarizing accomplishments and educational growth obtained during the leave.

(3) Plans approved which include formal study shall provide for a minimum of twelve (12) graduate hours per semester, or equivalent.

(4) Staff members on leave may not reapply until five consecutive years of service have lapsed. Initial applications will receive priority consideration over second-time applicants, other things being equal.

(5) Schedule rights of the employee shall be maintained as it pertains to retirement, hospitalization and all other employee benefits.

(6) Recipient shall be placed on the appropriate salary step upon returning. If the leave was for a full year or the second half of a year, the recipient will be placed on the next scheduled step above the step assigned while on leave. If the leave was for the first half of a year, the recipient will be placed on the same step assigned while on leave.

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

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

Section 3.4 Return From Extended Leave

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

3.42 When a teacher returns from a paid or unpaid extended leave, the teacher shall be restored to the position the teacher held immediately prior to beginning of the leave provided that:
(i) the position has not been abolished and
(ii) the teacher returns at the beginning of the school year. If the teacher returns at another time, the teacher will be entitled to that position at the beginning of the next school year if it has not been abolished.

ARTICLE 4. SALARIES AND RELATED BENEFITS

Section 4.1 Salary Schedule

The annual salary of each teacher shall be determined in accordance with the Teachers Salary Schedules attached to this Contract as Appendix A and with the provisions of this Section 4.1 and Section 4.2 of this Contract. The Teachers Salary Schedule 2000-2001 takes effect as of September 1, 2000, and continues in effect through and including August 31, 2001. The Teacher Salary Schedule 2001-2002 takes effect September 1, 2001, and continues in effect through and including August 31, 2002. The Teacher Salary Schedule 2002-2003 takes effect September 1, 2002, and continues in effect through and including August 31, 2003. For each day on which a teacher is absent (other than a paid leave day), his annual salary shall be reduced by 1/200th.

(212) 337-2404.

4.12 Salaries of individual teachers will be established in accordance with this guide and the accompanying provisions governing its use.
4.13 Initial credit for step placement may be allowed for up to ten years of teaching service and related experience at the discretion of the District.

4.14 Increments as provided in the Teacher Salary Schedules are automatic.

4.15 "Credited Service" means the number of years of teaching service in the District plus the initial credit for prior teaching service and related experience granted at the time of employment in the District.

4.16 Military leave will be granted to any teacher as provided by the Military Law. When the military service for which such leave was granted was involuntary service, then upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years. Military service credit granted on or before June 30, 1976, shall not be withdrawn by virtue of any provision of this paragraph.

4.17 Teachers leaving the District to participate in Foreign Exchange Teaching, Domestic Exchange Teaching, Department of Defense Schools, Vista or Peace Corps will be granted a leave of absence upon request for up to two years. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored in full, but the time spent on leave shall not be counted as years of experience which entitle the teacher to increments on the salary schedule.

Section 4.2 Salary Credit for Additional Preparation

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

4.22 For each three (3) hours of approved in-service or graduate study (limit 75 hours) beyond the Bachelor's Degree, or approved in-service or graduate study (limit 60 hours) beyond the Master's Degree, a qualified teacher's salary shall be adjusted upward by $210.00 effective September 1, 2000, and $215.00 effective September 1, 2001, and $220.00 effective September 1, 2002 for each such three-hour block.

4.23 To qualify for a salary adjustment under paragraph 4.22 of this Contract, the following requirements must be met:

(1) All courses must be either (a) a required course in an advanced degree program, (b) in
the subject matter area being taught by the teacher, (c) in the general area of education which would enhance the teacher's classroom performance, or (d) as provided in subparagraph (3).

(2) All courses must receive prior written approval of the Superintendent based upon the criteria stated in subparagraph (1) above. If a teacher has received the Superintendent's approval for a course and at the time of registration the teacher finds that the course has been canceled or rescheduled, the teacher may if he chooses so inform the Superintendent by telephone and request approval of an alternate course at that time. The Superintendent will put his approval or disapproval of a course request in writing and transmit it to the teacher within five working days of the day the Superintendent received the request.

(3) Courses (in-service or graduate) taken after September 1, 1986, for the purpose of fulfilling the requirement for coaching an interscholastic sport (including cheerleading) will be approved for temporary salary credit at the rates specified in paragraph 4.22 of this Agreement and subject to the limitations of that paragraph. Such credit will be given and the salary adjustment will continue only for those academic years during which the teacher coaches at least one interscholastic sport (including cheerleading).

Section 4.3 Extracurricular Activities

4.31 Extracurricular activities are those generally not included in the regular school curriculum which enrich the student's experience. These activities should take place on a regular basis either at some time beyond the hours of regular student attendance or are of the nature which require a teacher to give up released or unassigned time during the day. Extracurricular activities are not to be confused with "extra duties" that occur occasionally throughout the year and are necessary adjuncts to the position of the teacher. Neither are activities to be classified as "extracurricular" even if they do occur outside of the regular school day providing some other adjustment has been made in the teacher's load, assignment or starting time that clearly compensates for the additional assignment.

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

4.33 Teachers carrying out the following designated responsibilities shall be paid as shown below:
Athletic game supervision, when required by the administration, shall be paid at the rate of $55.00 an event for modified basketball effective September 1, 2000; and $69.00 an event for football, volleyball, wrestling, and basketball effective September 1, 2000. These rates shall remain in effect for the school years 2001-2002 and 2002-2003.

Athletic score book, score clock for soccer, football, and basketball (both boys and girls), and 45 second shot clock operator for basketball (both boy's and girl's) shall be paid $55.00 effective September 1, 2000, per game, except when varsity and J.V. basketball games are played on the same occasion, the rate shall be $69.00 effective September 1, 2000. These rates shall remain in effect for the school years 2001-2002 and 2002-2003.

Teachers conducting intramurals shall be paid at a rate of $31.00 per hour effective September 1, 2000. This rate shall remain in effect for the school years 2001-2002 and 2002-2003.

Teachers who are in a position of supervision for the following: music competitions not included in the activity schedule, Buffalo Science Fair, and Mock Trial, shall be paid at a rate of 26.00 per hour effective September 1, 2000. This rate shall remain in effect for the school years 2001-2002 and 2002-2003.

Teachers who do summer workshops shall be paid at a rate of $31.00 per hour effective September 1, 2000. This rate shall remain in effect for the school years 2001-2002 and 2002-2003.

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

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

Section 4.4 Supplementary Schedule

A Department Chairman shall receive for his service as such $2,175.00 in addition to his annual teacher’s salary effective September 1, 2000. This amount shall remain in effect for the school years 2001-2002 and 2002-2003. Salaries of personnel assigned to positions with similar titles shall be continued “save harmless”.

13
A committee (made up of three (3) people appointed by the Superintendent and three (3) people appointed by GIFA) will be convened before October 1, 2000 to study the issue of K-6 grade level coordinators and revisit the responsibility of High School Department Chairperson. The committee will make recommendations to GIFA and the District concerning these positions by January 1, 2001.

A committee (made up of three (3) people appointed by the Superintendent and three (3) people appointed by GIFA) will be convened before October 1, 2000 to study the idea of having teachers voluntarily give up a supervision period for a period of academic intervention. The committee will look at the way of selecting teachers, the amount of stipend, the areas where academic intervention is needed and other areas that may be of concern. The committee will report back to GIFA and the District with its recommendations.

Guidance Counselors will work the teacher's year plus up to five (5) days of additional guidance work as assigned by the building administrator. This additional guidance work shall be performed between September 1 and June 30 and the guidance counselor will receive per diem wages for said work.

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

If a retiring teacher does not have health insurance through the District and has given written notice to the District's Board of Education of the effective date of the teacher's retirement as specified in paragraph 4.45, the teacher may convert their sick days into cash under the same stipulations as the retirement incentive as specified in paragraphs 4.91 and 4.92 i.e., no choice.

Section 4.5 Health Insurance

One hundred percent (100%) of Traditional Blue New Language with Riders 8, 9, 21, 22 and major medical rider ($100 deductible) and prescription drug ($10 "co-pay") rider coverage premiums for both single and family plans will be paid by the District for regularly employed full time teachers, but the District may substitute comparable plans for the ones specified. Except as otherwise provided in this Contract, a teacher who is on layoff or on unpaid leave of absence may continue, for a maximum of two years, coverage in the District's group plans by paying to the District monthly one hundred percent (100%) of the premium for such coverage prior to the date when the District may pay the premium to the carrier. Notwithstanding any provision of this Contract apparently or actually to the contrary, this paragraph 4.51 shall continue in effect through and including October 31, 2005.
4.52 Notwithstanding any provision of this Contract apparently or actually to the contrary:

(1) if a husband and wife are both employed by the District, the District shall be required to provide family coverage to whomever of the two is designated in writing signed by both of them, and

(2) with respect to such couples and also with respect to an employee who has chosen not to be covered by the District's plans and who is covered by a health insurance plan provided by the employer of the employee's spouse, if Blue Cross/Blue Shield would have paid a greater amount on a given claim if the non-covered spouse also had coverage under the District's plans, the District will pay the difference between what the health insurance plans actually paid and what Blue Cross/Blue Shield would have paid if the non-covered spouse had been covered by the District's plans.

4.53 The District will pay one hundred percent (100%) of the Independent Health Gold Plan HMO with Riders 4 and 8 and prescription drug ($10 “co-pay”) premium for both single and family plans for regularly employed full time teachers who have an initial full time starting date after August 31, 1993. Individuals enrolled in a plan other than the above Independent Health must pay the difference in the cost of the premium between their plan and the Independent Health plan if the premium for their plan is greater.

4.54 The District will pay the percent that an individual works less than full time of the Independent Health Gold Plan HMO with Riders 4 and 8 and prescription drug ($10 “co-pay”) premium for both single and family plans. Individuals enrolled in a plan other than the above Independent Health must pay the difference in the cost of the premium between their plan and the Independent Health plan if the premium for their plan is greater. Teachers who work less than full time who are presently covered will maintain their coverage.

4.55 Any teacher who does not participate in the District provided health insurance shall receive an annual payment in the amount of $1,200.00 in a lump sum payment to be paid in June. To qualify for this benefit a teacher must have been employed since the beginning of the school year.

Section 4.6 Authorized Use of Personal Automobile

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

Section 4.7 Salary Payment Option

4.71 Each teacher will participate in Direct Deposit with a bank of his/her choosing. Each teacher will also have the option of receiving his/her salary in biweekly payments in either 21 payments or 26 payments. If a teacher chooses the 26 payment schedule, the teacher will actually receive only 21
payments, however, the 21st payment will be a lump sum for payments 21 through 26. This option can be exercised only once a year before certification of the first payroll. Teachers shall receive a schedule of pay dates for the school year no later than the end of the first week of school.

Section 4.8 Summer Driver Training Program

4.81 An instructor in a summer driver training program shall receive as his total compensation therefor $4,065.00 for the 2000-2001 school year and said amount shall remain in effect for the 2001-2002 and 2002-2003 school years. As used in this paragraph, "instructional session means 32 weekdays of 4 and one-half hours (excluding lunch).

Section 4.9 Retirement Incentive

4.91 The retirement incentive plan set forth in this Section 4.9 is available on a year-by-year basis only for those teachers who retire pursuant to its conditions by August 31, 2001, or August 31, 2002, or August 31, 2003, or August 31, 2004, or August 31, 2005.

4.92 A teacher who is eligible for the first time to retire without penalty pursuant to the New York State Teacher's Retirement System ("NYSTRS") and who no later than March 1st prior to the effective date of the teacher's retirement submits to the District's Board of Education a written, signed, and dated resignation for the purpose of retirement pursuant to the NYSTRS which specifies an effective date not earlier than the last day of school in that academic year nor later than the first August 31st following that academic year, is eligible to receive whichever of the benefits specified in subparagraphs "a" or "b" below for which the teacher qualifies. A teacher who is eligible to retire with penalty pursuant to the NYSTRS and complies with all the other requirements of the preceding sentence, is also eligible to receive whichever of the benefits specified in subparagraphs "a" or "b" below. If the retiring teacher is covered by another (i.e., a non-District provided) health insurance plan, the teacher will receive the benefit specified in subparagraph "b" below. If the teacher is not so covered, the teacher will receive the benefit specified in subparagraph "a" below. If the retiring teacher is married to another employee of the District who is eligible for a retirement incentive, the first teacher/employee to retire will receive the benefit provided in subparagraph "b" below and the second of them to retire will receive the benefit specified in subparagraph "a" below. In all cases, the determination of the benefit the teacher/employee will receive will be made not later than the June 15 preceding the effective date of the teacher's retirement. Any teacher who is eligible for subparagraph "b" must provide the District with proof of their coverage under a non-district health plan not later than June 15 preceding the effective date of the teacher's retirement. Any teacher not providing this proof will be eligible solely for the benefit provided under subparagraph "a".

A part time teacher shall receive a percent of the benefit for which they are eligible. The percent will be based on their full time equivalent status (i.e., a .7 teacher would receive 70% of the benefit for which they are eligible).

(a) Payment by the District of health insurance premiums for coverage of the teacher or the teacher's surviving spouse under the health insurance plans in effect for teachers on the
active payroll at the time of payment of the premium. Payment of the premium shall be for a period not to exceed the length of time it takes to exhaust payment of the amount of thirty thousand dollars ($30,000.00) at the premium rates in effect from time-to-time throughout the payment period. The period of payment and coverage can start on a date designated by the teacher (or the teacher's surviving spouse) at any time prior to the fourth anniversary date of the effective date of the teacher's retirement. The designation must be in writing and must be dated, signed and delivered to the District Office before such fourth anniversary date. At the end of the payment period, the teacher and/or the teacher's surviving spouse may continue in the District's health insurance plans for teachers on the active payroll by delivering the full premium therefor to the District Office not later than the last working day of the month prior to each month for which the premium is due.

(b) Payment of thirty thousand dollars ($30,000.00), less all required Federal and State deductions, to the teacher. The payment shall be made on the last payroll date in June.

The District shall not be required to implement this paragraph 4.92 with respect to any teacher whose effective date of retirement is after August 31, 2005. Neither the Association nor any teacher in the negotiating unit which the Association represents shall file a grievance or an improper practice charge or make any other claim which objects to the District's refusal to so implement this paragraph 4.92. A teacher who is eligible without penalty pursuant to NYSTRS to receive the retirement incentive benefit provided in this paragraph 4.92 who does not retire prior to August 31, 2005, shall not be eligible for a successor to this paragraph 4.92 retirement incentive, if any, included in any successor to this Agreement.

If the State of New York offers a retirement incentive to public employees, and such incentive is at no cost to the local District, then the District shall make this option available to all employees whom the state deems eligible.

ARTICLE 5. GENERAL PROVISIONS

Section 5.1 Vacancies

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

5.12 All openings for summer professional staff positions shall be posted and a copy given to the Association's President in the same manner as provided in paragraph 5.11 of this Contract. Teachers who have applied for such positions will be notified of the action taken by June 1 preceding the summer session. The giving of such a notice shall not prevent the subsequent cancellation of such an appointment to a summer session position if the summer session is not to be conducted or financed from school revenues.

Section 5.2 Transfers

5.21 Teachers shall not be transferred without educationally justifiable reasons.

5.22 If a transfer or split assignment between buildings becomes necessary, volunteers or qualified teachers shall be sought first. In the absence of such volunteers, the least senior qualified teacher in the affected area will receive the assignment.

Section 5.3 Performing Notification

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

Section 5.4 Teacher Evaluation

5.41 The policy set forth in this Section 5.4 shall govern all teacher observation and evaluation.

5.42 All monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher. No teacher in the negotiating unit shall formally observe and evaluate any other teacher in the negotiating unit.

5.43 Each probationary teacher shall be observed (and an observation report shall be completed) at least three times during the course of each of his probationary years. No class visit or evaluation report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon without a conference and, at a teacher's request for a second conference submitted not later than the fifth school day after the initial conference, until such second conference has been held. The initial conference shall be held within seven days if both the teacher and the observer are in attendance in the District. If such conference is not timely held, the matter shall not be grieved on that ground, but the observation and the evaluation report resulting therefrom shall not be used or filed in the teacher's personnel folder and a new observation shall be made and a new evaluation report prepared. The teacher will be given a signed copy of the draft observation report after a class observation takes place and before the initial conference. After the conference, the teacher will be given a signed copy of the final observation report. As evidence
of receiving a copy, the teacher will initial the legend "copy of this report received on (date)" on the original of the report.

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

5.45 This file shall be the only official file maintained by the District.

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

Section 5.5 Dismissal or Layoff

5.51 No professional staff member tenured or non-tenured covered by this Contract shall be reduced in rank or dismissed without just cause; provided, however, that with respect to a teacher who begins work on or after September 22, 1975, the foregoing shall apply only after the teacher has completed his third year of service to the District as a teacher on a probationary appointment.

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

Section 5.6 High School Advisory Committee

5.61 Three members of the high school faculty shall be elected annually by that faculty to serve on the High School Advisory Committee for a term of one year each. Written notice of those so elected shall be given to the high school principal not later than September 10th.
Section 5.7 Notice of Teaching Assignment

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

Section 5.8 Tuition Waiver

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

ARTICLE 6. ASSOCIATION ACTIVITIES

Section 6.1 Use of District Facilities

6.11 Privileges of the Association are:

(1) Use of District's inter-school mail system for official business. Distribution and sorting of materials will be the responsibility of the Association's building representative.

(2) Use of District's bulletin boards as assigned by the building principal. In buildings where facilities are limited, special arrangements for notices will be made between the building principal and the building representative.

(3) Use of school facilities for meeting purposes as prescribed by District policy and administrative regulation, provided that no Association meetings are to be held during regular school hours. Requests for use of the building facilities are to be filed with the administrator of the building in which the meeting is to be held.

Section 6.2 Dues Deductions

6.21 Teachers eligible for membership in the Instructional Negotiating Unit may authorize the deduction and payment of dues and fees to the Association on a form to be supplied by the District.

6.22 Teachers eligible for membership in the "Instructional Unit" who have not authorized the deduction and payment of dues and fees to the Association as provided in paragraph 6.21 above, and who have not otherwise tendered dues to the Association, shall have deducted an Agency Fee as set by the Association. Deduction and payment of the Agency Fee shall be in the same manner and at the same time as regular dues deductions.

6.23 The Association shall save the District harmless and the District shall have no liability whatsoever to any employee, past or present, for any claims, suits and other forms of liability
that shall arise by reason of action taken by the District in compliance with this Section 6.2.

Section 6.3 Association Leave

6.31 Association officers and/or appointed representatives may have up to an aggregate total of fourteen (14) days during the regular school year for attendance at conferences or to attend to Association business (local, regional, state, or national). No more than four individuals may be absent for such business at any one time. An amount equal to the compensation paid the substitute teacher will be charged to the Association. Absences under this provision will not be charged against other "Leave" provisions. When this leave is to be used, the Association President, or authorized member, is to submit a notification, in writing, to the building administrator and Superintendent listing the name(s) of the person(s) to be absent. This notification is to be submitted at least twenty-four (24) hours prior to the absence.

6.32 Attendance of two (2) elected representatives to the NYSUT Representative Assembly will be allowed without loss of pay, not to exceed a total aggregate maximum of six (6) days. An amount equal to the compensation paid the substitute teacher (including the cost to the District of retirement and social security) will be charged to the Association.

6.33 One (1) employee, if elected to a NYSUT, or its national affiliate, office, will be granted a one (1) school year leave of absence without pay under the following conditions during his leave:

(1) Suspension of "fringe" benefits contributed to by the District.

(2) Continuation of service credit.

(3) District will act as agent or "temporary employer" for retirement system contributions, providing temporary employer initiates proper and legal arrangements for the employee to be paid through, and in effect retained on, the District's employee roster.

6.34 Association officials required to appear in legal proceedings on behalf of the Association shall be allowed leave in excess of other provisions of this Contract provided that the Association shall bear the cost of substitutes for such officials.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 7.1 Purpose

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

Section 7.2 Definitions

7.21 "Grievance" shall mean allegations or claims of misinterpretation or misapplication of the terms and conditions of the Contract.
7.22 The term "teacher" includes any individual or group of individuals covered under the terms of this Contract.

7.23 "Immediate supervisor" means the building administrator to whom the teacher is directly responsible. If the subject of the grievance is such that it crosses buildings or is District-wide, the immediate supervisor shall be the Superintendent.

7.24 "Superintendent" means the Superintendent of Schools.

7.25 "Board" means the Board of Education.

7.26 "Board Review Panel" is a panel consisting of members of the Board of Education.

7.27 "Days" shall mean working days.

7.28 "Representative" means a person selected by the Association to represent the grievant.

Section 7.3 Grievance Procedures

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

7.32 All meetings or hearings involving grievances will be held either during unassigned time during the school day or after school hours as established by mutual consent. If meetings or hearings are held during the school day, the Association shall bear the cost of substitutes.

7.33 Implementation of this grievance procedure shall be free from interference, coercion, restraint, discrimination, or reprisal.

7.34 The number of days at each stage will be considered as maximum, except when by mutual agreement the time limits are extended.

7.35 A grievance must be initiated within ten days of the event or interpretation which gives rise to the teacher's complaint. Grievances filed later than this interval must include a statement in writing explaining and justifying the delay in terms which make the time limitation inapplicable. The arbitrator shall have power to determine whether the delay was in fact justified.

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

7.37 The time limits specified for each stage in this procedure shall be measured from the date of receipt of the written document.
Section 7.4 Grievance Stages

7.41 Stage I - Immediate Supervisor

(1) A teacher who alleges a violation under the terms of this Contract will first discuss the matter informally with his immediate supervisor, within ten (10) working days of such alleged violation, with the objective of solving the matter satisfactorily.

(2) If the grievance cannot be resolved informally, it shall be presented in writing to the immediate supervisor by the aggrieved teacher within five (5) working days of the informal conference.

(2) Within five (5) working days after the written grievance is presented to the immediate supervisor, he shall submit a written statement to the teacher.

7.42 Stage II - Superintendent

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

(2) The Superintendent, or his designee, will conduct a hearing with the aggrieved teacher within ten (10) working days after receipt of the appeal.

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

7.43 Stage III - Board

(1) If the aggrieved teacher is not satisfied with the decision at Stage II, he may file an appeal, in writing, with the Board of Education within five (5) working days after receiving his decision.

(2) The Board Review Panel will conduct a hearing on the grievance within ten (10) working days after receiving the appeal.

(4) The Board shall render a decision on the grievance, in writing, within five (5) working days of the Board meeting next following the Board Review Panel hearing.
Stage IV - Arbitration

(1) If the aggrieved teacher and the Association are both dissatisfied with the answer at the preceding stage and wish to proceed further, they shall so indicate in writing and the Association shall deliver it, together with a copy of the letter required by subparagraph (2) below, to the office of the Superintendent not later than the twenty-fifth day after the day on which the teacher received the answer.

(2) To appeal a grievance to arbitration, the Association shall send a letter to the American Arbitration Association ("AAA") which identifies the grievance by the name of the aggrieved teacher and the date it was submitted in writing and requests the AAA to send to each party a list of twenty names of arbitrators. Not later than the tenth day after it receives the list, each party shall return its copy of the list to the AAA with all names thereon which are unacceptable to it crossed off and the remaining names numbered to show the party's preference. The AAA shall name the arbitrator most preferred by the parties, but if the AAA determines that no mutual selection has been made from the list, it shall send a second list of twenty names to each party and the same procedure will be followed. If the AAA determines that no mutual selection has been made from the second list, it shall name the arbitrator.

(3) The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that such Rules do not conflict with the provisions of this Contract.

(4) The arbitrator shall be without power or authority to make decisions which require the commission of an act prohibited by law, or which is violative of the terms of this Contract, nor can he add to, subtract from, or modify any provisions of this Contract or change any salary rate or job classification. The arbitrator is authorized to render decisions only on the specific terms and conditions contained within this Contract. The decision of the arbitrator shall be submitted to the Board and the Association and, subject to law, shall be final and binding.

(5) The fees and expenses of the arbitrator shall be divided equally between the District and the Association.

(5) If a grievance is appealed to arbitration and the arbitrator decides its substantive merits, the subject matter of that grievance shall not simultaneously or subsequently be made the subject of any proceeding before any executive, administrative, legislative, or judicial body or person by the grievant or the Association. Any matter which the grievant or the Association has previously made the subject of a proceeding before any executive, administrative, judicial, or legislative body or person may not be made the subject of a grievance and, if it is already subject of a grievance, may not be appealed to arbitration.
ARTICLE 8. CONCLUDING

Section 8.1 Contract Duration, Totality and Modification

8.11 The provisions of this Contract take effect at 12:01 AM on September 1, 1997, and shall continue in full force and effect until midnight on August 31, 2005, unless an earlier or later effective date is set forth herein for a particular provision in which case, such earlier or later date shall control. This Contract constitutes all terms and conditions agreed upon by the parties. Therefore, during the life of this Contract, the consent of both parties shall be required before negotiations may take place on any item whether or not contained in this Contract. The rules set forth in paragraphs 1.42, 1.43, 1.44, and 1.45 of this Contract shall apply to such negotiations. Any alterations, changes, modifications, additions, or deletions to or from this Contract can be made only by the voluntary mutual consent of both parties evidenced by a written, signed and dated amendment to this Contract.

Section 8.2 Supersedes Clause

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

Section 8.3 Printing and Distribution

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

Section 8.4 Joint Consultation

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

Section 8.5 Consistent with Contract

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

Section 8.6 Terms and Conditions of Employment

8.61 All terms and conditions of employment shall be maintained at not less than the standards in effect on June 30, 1975, in the Springville-Griffith Institute Central School System unless altered by prior negotiations between the Association and the District. Any alleged violation of this paragraph will be resolved solely by resort to the provisions of Section 209-a, subdivision 1(d) of the Public Employee's Fair Employment Relations Law New York Civil Service Law, Article 14).
Section 8.7 Conflict with Law

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

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

Signed on 7/25/2000

FOR THE DISTRICT:

Superintendent Schools

FOR THE ASSOCIATION:

President
## Appendix A

### TEACHERS SALARY SCHEDULE

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### Activity Schedule

**Effective 09/01/2000 Through 08/31/2003**

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| HS Musical Positions                         |        |
| Producer/Director                            | 1,673   |
| Orchestra Director                           | 1,003   |
| Dramatics Director                           | 1,338   |
| Technical Director                           | 1,003   |
| Choreographer                                | 666     |
| Costumes                                     | 666     |
| Set Design/Construction                      | 666     |
| Ticket Chairperson                           | 447     |
## COACHING SCHEDULE

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