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# AGREEMENT

Between

The Superintendent of the  
Salem Central School District

and

The Washington Academy Teachers Association  
Salem, New York 12865

July 1, 1999- June 30, 2003

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## TABLE OF CONTENTS

ARTICLE		PAGE
I	Preamble	1
II	Recognition	2
III	Definitions	3
IV	Negotiation Procedure	4
V	Grievance Procedure	5
VI	Leaves	9
VII	Teaching Conditions	14
VIII	Teacher Evaluation	17
IX	Teacher Personnel Files	18
X	Health Insurance	19
XI	Professional Compensation	21
XII	Individual and Association Rights	24
XIII	Vacancies and Reassignment	26
XIV	Academic Freedom	28
XV	Teacher Save Harmless	29
XVI	Curriculum	30
XVII	Scope of Agreement	31
XVIII	Cabinet	32
XIX	General	33
	Appendix A – Salary Schedule 1999-2000	34
	Appendix B – Salary Schedule 2000-2001	35
	Appendix C – Salary Schedule 2001-2002	36
	Appendix D – Salary Schedule 2002-2003	37
	Appendix E – Compensation for Extra-Curricular Duties	38
	Appendix F - Athletics	40
	Memorandum of Agreement – Article II – Recognition	41
	Memorandum of Agreement	42
	Signature Page	43



ARTICLE I

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), as amended to encourage and increase effective and harmonious working relationships among the Board of Education of the Salem Central School District, the Administration, and the professional employees of the School District represented by the Washington Academy Teachers Association, and so that the cause of public education may best be served in Salem, this Agreement is made and entered into.

## ARTICLE II

### RECOGNITION

The Board of Education of the Salem Central School District recognizes the Washington Academy Teachers Association as the exclusive representative of the bargaining unit composed of all professional employees including teachers, librarians, guidance counselors, school psychologist, but excluding the Superintendent, High School Principal, Elementary School Principal and Director of Special Education, for the maximum period permitted by law, and hereby agrees not to negotiate with any other teacher organization during this period.

## ARTICLE III

### DEFINITIONS

3.1 As used in this Agreement, the following terms shall have the meaning set forth below:

3.1.1 District – The Salem Central School District.

3.1.2 Board – The Board of Education of the Salem Central School District.

3.1.3 Superintendent – The Superintendent and Chief Executive Officer of the Salem Central School.

3.1.4 Association – The Washington Academy Teachers Association

3.1.5 Active Service – For the purpose of this Agreement is full-time employment including paid leave.

3.1.6 Days – Unless otherwise defined in specific Articles, shall mean calendar days.

3.1.7 School Days – Days when school is in session for the purpose of instructing students, or for staff development.

3.1.8 Teacher – Shall mean any employee in the bargaining unit covered by this Agreement.

3.1.9 Administrator – Shall mean the Superintendent, Director of Special Education, High School Principal, Elementary School Principal or designee.

## ARTICLE IV

### NEGOTIATION PROCEDURE

- 4.1 On or after February 1 and no later than March 1 in the year this Agreement terminates, the parties will enter into good faith collective bargaining concerning terms and conditions of employment for all District employees recognized under the Agreement.
- 4.2 The parties agree to make available to each other for inspection and study, all pertinent but non-confidential records, data and information in their possession that relates to the issues being negotiated.
- 4.3 If the parties do not reach accord on a successor agreement, impasse may be declared mutually, or by either party, and the matter shall be referred to the New York State Public Employees Relations Board (PERB).

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 5.1 Declaration of Policy

In order to maintain the already harmonious and cooperative relationships among teachers, administrators and Board of Education which will enhance the educational program in the Salem Central School District, it is hereby declared that the purpose of these procedures is to provide a means for an orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper treatment of teachers pursuant to this Agreement.

#### 5.2 Definitions

5.2.1 Teacher – shall mean any employee in the bargaining unit, covered by this Agreement.

5.2.2 Aggrieved Party – shall mean the teacher, any group of teachers, the Association and (when it submits a grievance), the Board of Education.

5.2.3 Administrator – shall mean the Superintendent, Assistant Superintendent, and any Principal, Assistant Principal or designee.

5.2.4 Representative – shall mean the person, designated by the aggrieved party or by the Superintendent.

5.2.5 Grievance – shall mean any claimed violation, misinterpretation or inequitable application of this Agreement.

#### 5.3 Basic Principles

5.3.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.

5.3.2 The aggrieved party shall have the right to present a grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

5.3.3 The aggrieved party shall have the right to be represented at any stage of the procedures by a person or persons of his own choice.

- 5.3.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 5.3.5 Hearings held under the provisions of this procedure will be closed to all persons except the aggrieved party, the Association, the Board, representatives of the aforementioned, the Superintendent and witnesses called to testify.
- 5.3.6 Each grievance shall be submitted in writing on a form approved by the Superintendent and the Association and shall identify the aggrieved party, the provision of the Agreement involved in the grievances, the time when and the place where the alleged events or conditions constituting the grievance existed and the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 5.3.7 The teachers shall continue their duties, unless the grievance involved the immediate suspension of a teacher, until the grievance is resolved.
- 5.3.8 A grievance must be initiated at the appropriate stage of the Grievance Procedure within thirty (30) days of the action, inaction or matter that created the alleged grievance.
- 5.3.9 If at any of the following stages a grievance is not resolved within the prescribed number of calendar days as provided in each step below, and it is not thereafter taken to the next step within the prescribed number of calendar days, it shall be concluded that the grievance shall be considered resolved. By mutual consent between the Board of Education, the Superintendent and the Teachers Association, the period of time in Stages (1) through (4), inclusive, may be extended.

5.3.10 District Grievances

The Board shall present grievances directly to the President of the Association. Within fifteen (15) calendar days after receipt of such grievance from the Board, the Association shall deliver to the Superintendent a detailed written statement of its position with respect to the grievance. In the event that the Board is not satisfied with this response, it may proceed to Stage 4.

5.4 Procedures

5.4.1 Stage 1

The aggrieved party shall orally present the grievance to the immediate administrator who shall orally and informally discuss the grievance with the aggrieved party. The immediate administrator shall render a determination to the

aggrieved party within five (5) calendar days after the grievance has been discussed. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the Stage 2.

#### 5.4.2 Stage 2

Within five (5) calendar days after a determination has been made at the preceding stage, the aggrieved party may submit a grievance in writing to the Superintendent for review and determination.

- 5.4.2.1 The Superintendent shall, within five (5) calendar days of receiving the written appeal, hold a hearing at which the aggrieved party, and/or the aggrieved party's representative, and all parties of interest may be present in an effort to resolve the grievance. The Superintendent shall render a written determination on the grievance within five (5) calendar days of the date of the hearing.

#### 5.4.3 Stage 3

The aggrieved party may, within five (5) calendar days of the determination by the Superintendent, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education will hold a hearing within twenty (20) calendar days of receiving the written appeal to obtain further information regarding the grievance. At this hearing the aggrieved party, and/or the aggrieved party's representative, and all parties of interest may be present, in an effort to resolve the grievance. The Board will render a written determination on the grievance within fifteen (15) calendar days after the conclusion of the meeting.

#### 5.4.4 Stage 4

- 5.4.4.1 If the aggrieved party is not satisfied with the disposition of the grievance at Stage 3, the aggrieved party may appeal to arbitration within ten (10) calendar days of the receipt of the Stage 3 decisions. The rules and regulations of the American Arbitration shall govern the selection of the arbitrator and the conduct of the procedures and hearings.
- 5.4.4.2 The arbitrator so selected will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date the final post-hearing briefs are submitted. The arbitrator's decision will be in writing, and will set forth the finding of facts, and the reasons therefore, in detail.

- 5.4.4.3 The arbitrator shall be without power or authority to make any decision contrary or inconsistent with applicable law or rules or regulations having the force of law. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- 5.4.4.4 The Arbitrator's decision shall be final and binding. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- 5.4.4.5 The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

## ARTICLE VI

### LEAVES

#### 6.1 Sick Leave

- 6.1.1 Each full-time teacher previously employed by the District shall receive fourteen (14) sick leave days each school year, effective on the opening day of school. Teachers employed for the first time by the District shall be credited with sick leave on the first day they report to work.
- 6.1.2 Teachers employed less than full time or for less than a full year, shall earn sick leave on a prorated basis. Short-term substitute teachers shall not be credited with sick leave.
- 6.1.3 Sick leave days may be used for personal illness or injury. Unused sick leave may be accumulated to a maximum of 290 days. In the case of an extended illness, the Board may allow additional sick leave.

#### 6.2 Family Sickness

Employees may use one-half of their annual allotted personal sick leave when sickness occurs in the immediate household family and such sickness requires the employee to be at home to care for the family member. Teachers desiring leave for sickness of other family members may request such leave from the Superintendent.

#### 6.3 Personal Business Leave

- 6.3.1 Three (3) personal business leave days will be granted to each full time teacher during each school year in addition to sick leave. Prorating will be used as above and short-term substitutes shall not earn personal business leave. Unused personal business leave will accumulate as sick leave.
- 6.3.2 Personal business leave may be used only for personal or professional business leave of the teacher that cannot be conducted at a time other than the normal school day.
- 6.3.3 Teachers taking personal business shall notify their supervisors two (2) days in advance, except in emergencies. Personal business leave may not be taken immediately prior to or immediately following a vacation, holiday, or recess period unless approved by the Superintendent.

6.4 Bereavement Leave

6.4.1 If a death occurs in a teacher's family, bereavement leave shall be allowed for each occurrence as follows. The leave must be immediately associated with the time of death of the family member. Bereavement leave is not cumulative.

6.4.1.1 A maximum of five (5) days for spouse, children, mother, father, mother-in-law, and father-in-law.

6.4.1.2 A maximum of three (3) days for sister, brother, or anyone residing with the employee.

6.4.1.3 One ~~vacation~~ <sup>vacation</sup> day will be allowed to attend the funeral in case of death of grandparent, aunt, uncle, niece, nephew not residing with employee.

6.4.1.4 In situations not covered above, personal business leave may be used for funeral attendance.

6.5 Unpaid Leaves of Absence; Family Leave Act

6.5.1 Unpaid leave of absence may be granted at the discretion of the Board of Education. At the request of a teacher who is denied a leave of absence, the Board will give a reason for the denial within a reasonable time.

6.5.2 The provisions of the Family and Medical Leave Act of 1993 shall be applicable to teachers.

6.5.3 An unpaid leave of absence of up to two (2) years shall be granted, upon written request, to a teacher for the purpose of childbearing and/or child rearing. Such request shall be made, except in the case of an emergency, at least thirty (30) days prior to the date on which the leave is to begin. The teacher will, at the time the written request for the unpaid leave is made, stipulate the beginning and terminating dates of the unpaid leave.

6.5.4 For any unpaid leave of six (6) months duration or longer, the teacher shall notify the Superintendent at least forty-five (45) calendar days prior to the end of the leave, indicating the employee's intention to return to employment in the Salem District.

6.5.5 Upon return to the district after any unpaid leave, the teacher will be placed on the same salary step if such leave began before February 1, or the next highest steps if such leave began February 1 or later. All unused accumulated benefits will be restored upon return to the District.

6.5.6 During any unpaid leave, except for unpaid leaves pursuant to the Family and Medical Leave Act, the teacher will be eligible to continue participation in the School District's health insurance plan provided that the entire monthly premium will be paid by the teacher to the School District prior to the premium due date. Teachers who are taking unpaid leaves pursuant to the Family and Medical Leave Act will be governed by the provisions of such Act.

## 6.6 Professional Leave

6.6.1 Professional leave may be granted to one teacher each school year for the purpose of bringing improved instruction of effectiveness to the District. This includes study, research, travel, and participation on committees, commissions and/or agencies related to education.

6.6.2 Professional leave may be granted for one-half (1/2) year at the full salary, or for one (1) full year at one-half (1/2) the salary the teacher would have received during that period.

6.6.3 To be granted professional leave, a teacher must have been employed for seven (7) years on the District; must have permanent certification, and must express in writing a willingness to return to service in the District for a period of two (2) months for each month of paid leave.

6.6.4 The teacher must make written application to the Superintendent by February 1 for leave to take place during the following school year. Final approval of the application will be made by the Board of Education, upon recommendation of a Professional Leave Committee composed of a Board member, the Superintendent, and a teacher appointed by the President of the Association, no later than two (2) months after receipt of said application. The application must include a general written plan containing the purpose of the leave, details concerning the activities to be engaged in, specifics about the objectives the teachers hopes to achieve, and a time table of the planned events during the period of the leave.

6.6.5 All rights and benefits of the teacher shall continue during such leave. The period of professional leave will count for salary and seniority purposes. Salary payments will be made by check at normal payroll dates during the period of leave.

6.6.6 The granting of professional leave will be discretionary with the Board of Education.

- 6.6.7 If a professional leave is granted by the Board of Education, the teacher, for whom the leave has been approved, will sign a non-interest-bearing note prior to the date of the leave. The note will be payable to the District, for the total salary to be paid during the period of the leave.
- 6.6.8 Upon return to employment in the District, the face value of the note shall be redeemable by the teacher at the rate of two months of active employment for each month of paid leave. If a teacher does not return to active employment following the approved leave, or terminates employment to the District prior to full redemption of the note, the face value of the note, or the appropriate pro-rated portion shall become due and payable.
- 6.6.9 If a teacher is granted another type of approved leave prior to completely redeeming the face value of the note, repayment of the note will be deferred until the teacher returns from this leave, or terminates employment in the District.
- 6.6.10 If a teacher is terminated by the District because of a reduction in staff prior to completely redeeming the face value of the note, there will be no further obligation regarding repayment of the note.
- 6.6.11 In the event of a teacher's death prior to completely redeeming the face value of the note, there will be no further obligation regarding repayment of the note.
- 6.6.12 The provisions of Professional Leave will not be subject to the Grievance Procedure.
- 6.6.13 For leaves of six (6) months duration or longer, the teacher shall notify the Superintendent at least forty-five (45) calendar days prior to the end of the leave, indicating the employee's intention to return to employment in the Salem District.

6.7 Sick Leave Advance

- 6.7.1 A member of the professional unit who has received tenure may draw upon a reserve sick leave allowance as follows:
- 6.7.2 If a member has used all available sick leave, up to thirty (30) days additional sick leave may be approved for any one continuous illness or accident disability.

- 6.7.3 A request must be submitted in writing to the Superintendent with a physician's certification indicating the nature of illness, prognosis and probable date of return to duty.
- 6.7.4 The member will submit to an examination by the school physician if requested by the Superintendent.
- 6.7.5 The member will agree to repay, unless deceased, the number of days used from the reserve allowance by (a) turning over any accumulated days at the end of each year until fully repaid or (b) repaying the school district a sum equal to the substitute rate for those days drawn from the reserve allowance.
- 6.7.6 The member agrees to repay the school district a sum equal to the substitute rate for each day not repaid in the event the staff member resigns before all days in the reserve allowance are replaced. However, in extenuating circumstances, the School Board may waive this repayment. If a staff member's position is cut and that person is placed on a preferred eligibility list, that person shall repay the school district only if he or she is recalled to a new position.

## 6.8 Jury Duty

- 6.8.1 A teacher summoned for jury duty shall resent a copy of the summons to the Superintendent as soon as possible. The teacher and the Superintendent shall attempt to have the jury duty for the teacher excused, for the good of the educational program.
- 6.8.2 If the jury duty cannot be excused, the teacher will be paid by the District for that period of time actually involved with the jury duty process, and for reasonable travel time.
- 6.8.3 The teacher will turn over to the District, all monies paid for the jury duty, excluding that amount paid specifically for travel and meal expense.

## 6.9 Witness in Court

- 6.9.1 A teacher summoned as a witness in a court proceeding not initiated by the teacher, the teacher's family, or the Association, may use personal business leave for this purpose. If the teacher does not have adequate personal business leave available, the teacher may request the use of sick leave for this purpose, from the Superintendent.

## ARTICLE VII

### TEACHING CONDITIONS

#### 7.1 Decision Making

7.1.1 The Washington Academy Teachers Association would like to have more of a part in some of the decision making of Washington Academy. At times, because of the every day contact with the students, the classroom teacher may, in some cases, be better equipped to aid in decision making. The faculty is particularly interested in being a part of policy making in the areas of curriculum and scheduling.

#### 7.2 Teaching Staff

##### 7.2.1 Objectives

7.2.1.1 To maintain and improve the quality of education at the Salem Central School.

7.2.1.2 To develop curriculum and courses of study to meet the varied needs of students.

7.2.1.3 To provide courses of study for students with special needs in all grade levels.

7.2.1.4 To offer non-traditional courses of study.

#### 7.3 Maintenance of Staff

7.3.1 There will be sixteen (16) K-6 elementary classroom teachers until 1978, with the understanding that there is no other provision of Maintenance of Staff for 1977-78. The Board of Education may make unilateral changes in the pattern or the number of teacher staff thereafter, unless and until a substitute provision is negotiated by the parties.

7.4 At the time of negotiating the 1981-83 Agreement, teacher aides were utilized by the District for performing various duties in the school operations. The parties recognize that if federal/state funding for certain teacher aide salaries are terminated, those jobs in this category may be eliminated by the Board of Education at its discretion, without further recourse. It is expected that the job duties not being performed by teacher aides whose salaries are funded completely by the District will be continued throughout the life of this Agreement. However, if it becomes necessary to modify or eliminate the aide

duties in the latter case, the parties will meet to negotiate any impact on bargaining unit members, prior to the change except in emergency or short-term situations.

7.5 Length of Work Year

7.5.1 The work year will include no less than 180 teaching days nor more than 182 teaching days. In addition, the District may schedule up to three (3) Superintendent's days per year.

7.6 Length of School Day

7.6.1 The length of the school days shall be as follows:

Monday – Thursday:	7 hours, 12 minutes
Friday -----:	6 hours, 30 minutes

7.6.2 The tenth period will be used for planning, remedial instruction, in-service activities, faculty meetings, student make-up work, etc. The tenth period will not be used for additional classes, except driver education.

7.7 Other Teaching Conditions

7.7.1 Teachers may be expected to serve in addition to the normal school day for professional duties, involving parent and student related activities currently being performed.

7.7.2 The normal workload for all secondary teachers will be five (5) classes plus a study hall. Full time secondary teachers (excluding Special Ed. and Remedial Reading) may voluntarily choose to teach a sixth class in lieu of a study hall, but only with the approval of the individual teacher, administration and the teachers' association. This language is intended to exclude a crossover teacher who teaches predominantly at the elementary level. The compensation for teaching a sixth class will be \$3,000.00 (the teacher will receive equal payments at the regular scheduled pay periods during which the class is taught.) The sixth class must have a minimum of five (5) students, unless exempted by the administration. Teachers teaching more than five (5) classes, but less than six (6) will be paid on a pro rata basis and may be assigned a study hall as long as the total assignment does not exceed six (6) classes. Teaching a sixth class will be in the teacher's certification area.

- 7.7.3 The maximum number of students for secondary teachers will be 130 students per day excluding physical education, music and library teachers. If this class load varies by more than 10% of the 130 students, the District will make an immediate adjustment.
- 7.7.4 Elementary classroom teachers will have a daily, duty free lunch period of thirty (30) minutes.
- 7.7.5 Block Scheduling: It is agreed between the parties that block scheduling will be implemented on a trial basis for the 1996-97 school year at which time such arrangement shall sunset unless there is mutual agreement to continue in accord with the following provisions. At the end of each school year for the length of the contract, the Washington Academy Teachers Association and the District will evaluate the experience. If both parties agree, then block scheduling will continue. Otherwise, through consensus, both parties will work together to develop a mutually acceptable plan for the following year of the contract.

It is further agreed and stipulated that the following balance of classes will occur.

In the case where a teacher has three teaching blocks and a planning block during the first semester, the second semester that teacher would have two teaching blocks, a planning period and a study hall. In the case where a teacher has two teaching blocks, a study hall, and a planning period, the second semester that teacher would have three teaching blocks and a planning period.

Section 7.7.2 remains in effect. (Under no condition should a teacher have less prep time than under the traditional program.)

Both sides agree to participate in ongoing good faith efforts to resolve all ambiguous and unresolved issues as they arise. All contract provisions which are logically applicable will still remain in force. Others will be addressed by separate side letters of agreement with a one year sunset clause. As a general rule, all issues will be discussed and reduced to written agreement within six (6) weeks of the date the concern is raised (in writing) for the duration of the contract. It is hoped that this process will encourage dialogue and ease contracted changes should both parties decide to continue the innovation.

*gpa* *MK*

## ARTICLE VIII

### TEACHER EVALUATION

- 8.1 Teachers serving a probationary period shall be observed and evaluated a minimum of three (3) times during each probationary year.
- 8.2 Tenure teachers may be observed and evaluated at the discretion of the Administration. Teachers requesting an evaluation will notify the Administration by September 30.
- 8.3 Following the class observation, a post-observation conference will be held within five (5) school days. Within five (5) school days of the post-observation conference, a written evaluation will be prepared.
- 8.4 The teacher will be given two copies of the written evaluation. One copy will be signed and dated immediately by the teacher and returned to the Administrator who made the evaluation. The signed copy will be placed in the teacher's personnel file. The teacher's signature shall indicate only that the teacher has received a copy of the evaluation, and will not necessarily imply agreement with its contents.

**NOTE:**

The following disclaimer shall appear on the evaluation form: *"A teacher's signature on this form shall indicate only that the teacher has received a copy of the evaluation, and does not necessarily imply agreement with its contents."*

- 8.5 Within five (5) school days of receiving the evaluation, the teacher may make comments regarding the evaluation directly on the form. This copy will then be returned to the Superintendent, or his designee, and it will be exchanged with the file copy, and placed in the file.
- 8.6 If a non-tenured teacher is to be terminated as of the end of the school year, the teacher will be notified by April 1 of that school year.
- 8.7 A teacher who plans not to return the following school year should notify the school in writing no later than April 1 of the terminating year.
- 8.8 All classroom observations will be conducted openly and with full knowledge of the teacher and with the physical presence of the observer.
- 8.9 During the post-observation conference, if a teacher requests, a representative of the Association may be present or may be requested by the Administrator.

## ARTICLE IX

### TEACHER PERSONNEL FILES

- 9.1 When material relative to a teacher's conduct, service, character, or personality is to be placed in the teacher's personnel file, two copies will be given to the teacher. One copy will be signed and dated immediately by the teacher, and be placed in the personnel file. The teacher's signature will merely signify that the teacher has received a copy of the material, and will not necessarily indicate agreement with its content. Derogatory material will not be placed in the teacher's file unless substantiated by the appropriate Administrator.

**NOTE:** The following disclaimer shall appear on, or be attached to the material: *"A teacher's signature on this material shall indicate only that the teacher has received a copy of the material, and does not necessarily imply agreement with its contents."*

- 9.2 Within five (5) school days of receiving the material, the teacher may make comments regarding the material directly on it, or on a separate sheet of paper attached to the material. This copy of material and the attachment will then be returned to the Superintendent, and it will be exchanged with the file copy, and placed in the file.
- 9.3 Teachers will have access to the material in their personnel files at reasonable and mutually agreeable times, and may make copies of these materials, except college placement folders or other related confidential placement documents.

The cost of copying material will be paid by the teacher.

- 9.4 If necessary, a complaint form will be mutually developed by the Administration and the Association.

ARTICLE X

HEALTH INSURANCE

10.1 The Salem Central School District will provide Bargaining Unit employees, except those described in Section 10.2, with a health insurance plan consisting of Matrix I, or equivalent, on the following basis:

- a. 94% contribution by the school district for health insurance premiums for all full-time employees currently on staff during the 1995-96 school year.

Employee Individual Plan .....	94%
Employee Two-Person Plan .....	94%
Employee Family Plan .....	94%

Contract terms regarding health insurance premiums remain without change to 6/30/01.

Effective July 1, 2001, increase employees paying 6% contribution by 1% to 7%-School District pays 93%.

In the event that the health insurance coverage through the BOCES consortium is modified, the parties agree to reopen negotiations for the sole purpose of negotiating the health insurance coverage.

- b. Effective January 1, 1997, the health insurance deductible will be increased from the \$50/\$150 rate (individual/family) to \$100/\$300 (individual/family).
- c. Effective July 1, 1996, the Empire Health Management Services will be introduced which requires an individual to call an 800 number prior to hospital admission. Under this provision, there will be no reduction in services due to managed care.
- d. All new teachers hired after July 1, 1996, at .8 FTE or greater will have 90% of their health insurance benefits paid by the District. As such, part-time teachers at the .8 FTE level or greater are eligible for full health insurance benefits in accordance with this section of the contract. Also, any full-time teachers whose FTE status is reduced below .8 FTE will maintain coverage as explained in 10.1.a.

e. All part-time teachers (less than a .8 FTE) hired after July 1, 1996, are eligible for health insurance. The health insurance will be prorated based on their FTE status times 90%. (i.e., the District will be responsible for the following health insurance premium payment for a .6 FTE teacher:  $.6 \times 90 = 54\%$ ; therefore, the part-time bargaining unit member is responsible for the balance of 46%.

10.2 If a husband and wife are both employed by the District in the Bargaining Unit, one family policy, one two-person policy, or two individual policies will be provided. The following percentage of the health insurance premium will be paid by the District, as is appropriate:

Employee Individual Plan .....	100%
Employee Two-Person Plan .....	100%
Employee Family Plan .....	100%

If a husband and wife are covered under a family policy, or a two-person policy, and the spouse in whose name the policy is written leaves employment in the District, the appropriate health insurance plan will be provided to the spouse remaining in the District.

The District provides a rider to the Health Insurance Plan that will increase the Major Medical maximum payment to one million dollars (\$1,000,000) per person.

10.3 If an employee and a spouse are covered under Section 10.2 by either the Two-Person Plan or the Family Plan, and if following retirement of both, the employee whose name in which the Policy is written predeceases the spouse, the Policy will be transferred to the surviving spouse.

10.4 Employees who retire from the District will be provided with a Health Insurance Plan and the District will pay the following portions of the Insurance Premium:

Retiree Individual Plan .....	50%
Retiree Two-Person Plan.....	Retiree Portion.....50%
	Spouse Portion .....
	35%
Retiree Family Plan .....	Retiree Portion .....
	50%
	Family Portion .....
	35%

**NOTE:** Retirees will maintain the health benefits they had prior to July 1, 1996, as outlined in Section 10.4

10.5 All "retrospective" health insurance monies will revert to the school district (85-15 agreement).

10.6 Health Insurance Committee – Consultant’s Report: The Teachers’ Association and the Board of Education agree to discuss the committee’s recommendations. Changes must be mutually agreed to by both parties (memorandum of agreement).

## ARTICLE XI

### PROFESSIONAL COMPENSATION

11.1 Teachers will be paid in accordance with the Salary Schedule shown in Appendices A-D.

#### 11.2 In-Service Credit

11.2.3.1 Definition – Instruction which is approved by the Superintendent and the Board for salary schedule credit, and is other than regular credit hours received from a college or university.

11.2.3.2 The in-service instruction must have direct application to the assignment of the faculty member. District sponsored and financed programs held within or outside the District will normally not qualify for in-service credit.

11.2.3.3 Applications for in-service credit must be submitted to the Superintendent and Board for approval prior to the course date, delineating the nature and scope of the program.

11.2.3.4 Credit will be given for each approved in-service program of six (6) hours or greater duration, at the rate of one (1) graduate credit hour for each twelve (12) hours of instructional meeting time. In-service credit may be accumulated in blocks of six (6) hours of consecutive instructional meeting time to attain the twelve (12) hours required for the one (1) graduate hour. A certificate of successful completion of the program must be submitted to the Superintendent and Board to be eligible for credit.

11.2.3.5 A teacher may request the Board to pay the cost of an in-service program. If this is approved by the Board, no in-service credit will be given.

#### 11.3 Credit Hour Master Payment

11.3.1 New graduate credit courses taken for credit must receive prior approval from the Superintendent to qualify for additional salary payment. Approved credit hours will be paid for at the rate of \$55 per credit hour.

#### 11.4 Pay Dates

11.4.1 Salary will be paid every two weeks on Friday.

11.4.2 Teachers may select a schedule of either 21 or 26 biweekly payments. Teachers on a (26) biweekly pay schedule will receive all pay due on the last pay date in June.

#### 11.5 Extra-Curricular Duties

11.5.1 Any teacher asked to perform extra-curricular duties will be paid additional compensation, plus expenses (e.g., meals, overnight accommodations), in accordance with Appendix E.

#### 11.6 Retirement Compensation

11.6.1 Teachers must declare their intention to retire in writing to the Board no later than four (4) months prior to their effective date of retirement. A letter of retirement must be received by the Board no later than four (4) months prior to the teacher's effective date of retirement.

11.6.2 The compensation will be calculated no later than the final day of employment.

11.6.3 The formula for determining the compensation is as follows:  
55% times the number of unused sick days, times fifty dollars (\$50) per day for those teachers who retire from service and are eligible to receive payment under the local or NYS legislative retirement incentive plan.

Maximum number of unused sick days to be used in the formula will be 290 days.

Example:  $55\% \times 250 \text{ days} \times \$50 = \$6,875.$

11.6.4 For those teachers who meet all of the retirement deadlines as stipulated in this agreement and previously forfeited the local retirement incentive plan and are not part of any NYS legislative retirement incentive plan, then the retirement compensation formula will increase from \$50 to \$60.

Example:  $55\% \times 250 \text{ days} \times \$60 = \$8,250.$

## 11.7 Retirement Incentive

- 11.7.1 Bargaining unit members who are eligible for a full retirement benefit under the New York State Teachers' Retirement System and have at least fifteen (15) years of service with the Salem Central School District, exclusive of unpaid leaves, shall receive a retirement incentive provided that all of the following conditions are met:
- A. An irrevocable letter of retirement must be given to the Superintendent no later than four months prior to the date of retirement (i.e. March 1<sup>st</sup> if the individual retires at the end of the school year). The Board of Education will act and its decision is final.
  - B. Upon retirement of said individual, the District will provide a stipend of \$10,000 payable no later than July 15<sup>th</sup> (or 30 days after retirement date) or at the employee's option in two equal payments (July 15<sup>th</sup> and January 15<sup>th</sup> of the following year).
  - C. This benefit shall only be available to bargaining unit employees up to the end of the first year in which the employee is eligible and shall not be available thereafter. Members must take the incentive during their first year of eligibility for receiving full benefits from the NYSTRS. Teachers who are in Tier I and have already passed their first year of eligibility, 2000-2001, will be construed as their first year of eligibility. (Eligible after 20 years). A teacher who meets neither the years of service requirement or the minimum age to receive full benefits under TRS forfeits any local retirement incentive.
  - D. This section of the contract replaces Section 11.7.1 of the previous agreement between the Washington Academy Teachers' Association and the Superintendent of the Salem Central School District.

11.7.2 Periods of unpaid leave do not qualify as active service.

## 11.8 Summer Curriculum Work

- 11.8.1 Teachers approved to perform work during the summer vacation period will be paid at the rate of 1/200 of their annual salary from the preceding year, per day of work.

## ARTICLE XII

### INDIVIDUAL AND ASSOCIATION RIGHTS

#### 12.1 Payroll Deduction

12.1.1 Professional dues, fees, and other regular payments to be paid by a teacher may be made through payroll deduction. The teacher must submit a request in writing to the Business Office for the deduction which is to be made. Changes in deductions cannot be made on more than a quarterly basis.

The current maximum number of columns in the payroll system to be used for this purpose by teachers will be limited to a total of ten (10) for the teaching staff.

12.1.2 The District will collect the monies requested through payroll deduction and will transmit those monies promptly to the proper agency, but beyond that, assumes no obligation for the monies collected and transmitted. The teacher, the Association, and all other parties shall hold the District harmless, after the monies have been transmitted regarding any claims, actions, suits or proceedings concerning those monies.

#### 12.2 Attendance at Board of Education Meetings

A representative from the faculty will attend Board of Education meetings and an agenda of the Board meetings will be provided to the Washington Academy Teachers Association prior to the meeting.

#### 12.3 Association Business

The District will provide an aggregate of six (6) teacher days per year for the Association officers or designated representatives for business use without the loss of time or benefits. Advance notice of such leave shall be given to the Superintendent at least two (2) days prior to the taking of such leave for the purpose of obtaining substitutes.

12.4 The Association President may be granted release time during the normal school day to conduct legitimate union business.

- 12.4.1 The Association President will notify the Superintendent one day in advance of the requested release time except in emergency situations. The release time will not be taken during assigned teaching time of the teacher or tenth period. It may be taken during assigned study hall duty, or during preparation periods and will be limited to thirty (30) minutes.
- 12.4.2 In all cases, the person granted release time will obtain a suitable replacement from the Association membership at no cost to the District.

## ARTICLE XIII

### VACANCIES AND REASSIGNMENT

#### 13.1 Definition of Vacancy and Reassignment

13.1.1 Vacancy is an opening created as a result of a newly created position, a resignation, termination, reassignment, death, or when a teacher's sick leave is exhausted and they have not been granted a leave of absence.

13.1.2 Reassignment is a major change in assignment within a tenure area grade level, or subject matter area.

#### 13.2 Vacancies

13.2.1 Whenever any vacancy shall occur in any certificated position in the Salem School District, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and by providing appropriate posting on the bulletin board in the Main Office.

13.2.2 This notice shall clearly set forth a description of the qualifications, including job assignments, salary range, the nature of the interview, and the methods of assessing the merits of the applicants. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least fourteen (14) days prior to the last day on which applications will be accepted. In emergency situations, the Association will be contacted for a waiver of the 14 days notification.

#### 13.3 Voluntary Reassignment

13.3.1 Any teacher wishing to be reassigned should notify the Superintendent in writing, no later than April 1 of the prior school year.

13.3.2 The following are guidelines to be used by the District when teachers are to be voluntarily reassigned.

13.3.2.1 Instructional requirements

13.3.2.2 Individual qualifications, teacher's area of competence, major and minor fields of study, and quality of teaching performance.

13.3.2.3 Teacher preference.

- 13.3.2.4 Proper teacher certification.
- 13.3.2.5 When voluntary changes in assignments are made, applicants for the position with greater seniority than the person assigned will be given the reason(s) for the decision if a request is made to the Superintendent. The teacher involved may have a representative of the Washington Academy Teachers Association attend the conference if prior notification is given to the Superintendent.

#### 13.4 Involuntary Reassignment

- 13.4.1 When involuntary reassignments are necessary, reference should be made to Section 13.3.2. Teachers being involuntarily reassigned may request available positions in order of preference to which they desire to be reassigned. Their preference should be considered in making the reassignment.
- 13.4.2 When involuntary reassignments are made, the teacher involved will be given the reason(s) for the decision, if a request is made to the Superintendent. The teacher involved may have a representative of the Washington Academy Teachers Association attend the conference if prior notification is given to the Superintendent.

#### 13.5 Preparation for Reassignment

- 13.5.1 An elementary teacher involuntarily assigned to a grade the teacher has not taught in the past three years may be granted up to three (3) days of summer employment to prepare for the new assignment, if a request is made to the Superintendent within seven (7) calendar days of the notification of reassignment.
- 13.5.2 A secondary teacher involuntarily assigned to teach a newly instituted course may be granted up to three (3) days of summer employment to prepare for the new assignment if a request is made to the Superintendent within seven (7) calendar days of the notification of the reassignment.

## ARTICLE XIV

### ACADEMIC FREEDOM

- 14.1 The Board of Education and the Washington Academy Teachers Association agree that academic freedom is essential to the fulfillment of the purpose of the school system and acknowledge the need of teachers to be free from attack and from unwarranted censorship and restraint which would interfere with their pursuit of knowledge and truth in the performance of their classroom responsibilities. Such unwarranted interference stifles initiative and establishes an atmosphere of suspicion and distrust.
- 14.2 In practicing academic freedom, the staff recognizes and is sensitive to the needs of the community and to its responsibility to exercise sound judgment and to refrain from using the classroom to promote personal views on religion, race, partisan political issues, or WATA/District issues.

ARTICLE XV

TEACHER SAVE HARMLESS

- 15.1 The School District agrees to hold a teacher harmless in accordance with New York State Education Law, Sections 3028 and 3023, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of the teacher's duties within the scope of their employment or under the direction of the School District.
- 15.2 A teacher shall not be entitled to the protection of this Article unless within ten (10) days of the time the teacher is served with any claim, summons, complaint, process, notice, demand, or pleading, the teacher delivers the original, or a copy thereof to the Superintendent or designee.

ARTICLE XVI

CURRICULUM

- 16.1 It is the responsibility of the Board of Education to establish the curriculum for the Salem Central School District within the guidelines and mandates of the New York State Education Department. The Administration is charged with the responsibility for further development and improvement of the curriculum established. Recommendations from the teaching staff and from the Association will be considered.
- 16.2 A committee composed of two (2) teachers, appointed by the Association President, and two (2) administrators, appointed by the Superintendent, will meet in October and February of each year to review the curriculum and determine any need to improve, revise, or expand it. Upon a request of a majority of the committee, or the Board of Education, the committee will meet with the Board to offer suggestions or recommendations.

ARTICLE XVII

SCOPE OF AGREEMENT

- 17.1 This instrument constitutes the entire agreement between the Superintendent of the Salem Central School District and the Washington Academy Teachers Association. It concludes all collective negotiations during its term, and terminates all prior agreements and understandings. This agreement shall supercede any rules, policies, or regulations of the Board which are contrary to, or inconsistent with its terms and may be amended, altered or modified by mutual consent of the parties.
- 17.2 However, any changes in terms and conditions of employment not covered by this Agreement shall be subject to negotiations between the parties.

## ARTICLE XVIII

### CABINET

#### 18.1 Objective

18.1.1 The Cabinet will serve as a means of addressing issues of mutual concern.

#### 18.2 Membership

18.2.1 District representatives shall consist of the Superintendent, a person appointed by the Superintendent, and two Board members.

18.2.2 Washington Academy Teachers Association representatives shall consist of the President or designee and three other W.A.T.A. members appointed by the President.

18.2.3 If either party desires to have additional members attend (up to a total of seven (7) people from each party), the other party shall be notified at the time the meeting is scheduled.

#### 18.3 Meetings

18.3.1 The Cabinet will be convened within ten (10) school days, upon an agreement to do so by the Superintendent and the President of the Washington Academy Teachers Association.

18.3.2 The time and place of the meeting shall be determined by the Superintendent and the President of the Washington Academy Teachers Association. The meeting will be chaired by the party initiating the meeting.

18.3.3 The initiating party will establish an agenda for the meeting, and provide a copy to the other party five (5) school days before the meeting date to allow possible additions to the agenda.

ARTICLE XIX

GENERAL

19.1 Separability

Should any part of this Agreement, or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation shall affect only that part or provision so involved, and all other parts and provisions of the Agreement shall remain in full force and effect.

19.2 Statutory Notice

19.2.1 Article 14, Section 204-a. of the Civil Service Law:

*“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION 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.”*

APPENDIX A

SALARY SCHEDULE 1999-2000

1999-2000	BA	BA+30	BA+30w/MA	BA+60	BA60+MA30
1	28724	30485	31022	32245	32783
2	29465	31216	31754	32977	33514
3	30289	32049	32586	33810	34346
4	31122	32883	33419	34643	35180
5	31988	33749	34286	35509	36047
6	32934	34694	35232	36455	36992
7	33879	35640	36176	37400	37937
8	34824	36584	37122	38345	38882
9	35769	37530	38067	39290	39828
10	36715	38475	39013	40236	40773
11	37660	39421	39957	41181	41718
12	38605	40365	40903	42126	42664
13	39551	41311	41849	43072	43609
14	40496	42257	42794	44017	44555
15	41442	43202	43739	44963	45499
16	42423	44183	44721	45944	46481
17	44427	46188	46724	47948	48485
18	46430	48191	48728	49951	50489
19	48527	50287	50825	52048	52582
20	52668	54394	54920	56120	56646
21	54168	55894	56420	57620	58146

APPENDIX B

SALARY SCHEDULE 2000-2001

2000-2001	BA	BA+30	BA+30w/MA	BA+60	BA60+MA30
1	29385	31186	31736	32987	33537
2	30143	31934	32484	33735	34285
3	30986	32786	33335	34588	35136
4	31838	33639	34188	35440	35989
5	32724	34525	35075	36326	36876
6	33691	35492	36042	37293	37843
7	34658	36460	37008	38260	38810
8	35625	37425	37976	39227	39776
9	36592	38393	38943	40194	40744
10	37559	39360	39910	41161	41711
11	38526	40328	40876	42128	42678
12	39493	41293	41844	43095	43645
13	40461	42261	42812	44063	44612
14	41427	43229	43778	45029	45580
15	42395	44196	44745	45997	46545
16	43399	45199	45750	47001	47550
17	45449	47250	47799	49051	49600
18	47498	49299	49849	51100	51650
19	49643	51444	51994	53245	53791
20	53168	54894	55420	56620	57146
21	54668	56394	56920	58120	58646
22	56168	57894	58420	59620	60146

APPENDIX C

SALARY SCHEDULE 2001-2002

<b>2001-2002</b>	<b>BA</b>	<b>BA+30</b>	<b>BA+30w/MA</b>	<b>BA+60</b>	<b>BA60+MA30</b>
1	30090	31934	32498	33779	34342
2	30866	32700	33264	34545	35108
3	31730	33573	34135	35418	35979
4	32602	34446	35009	36291	36853
5	33509	35354	35917	37198	37761
6	34500	36344	36907	38188	38751
7	35490	37335	37896	39178	39741
8	36480	38323	38887	40168	40731
9	37470	39314	39878	41159	41722
10	38460	40305	40868	42149	42712
11	39451	41296	41857	43139	43702
12	40441	42284	42848	44129	44692
13	41432	43275	43839	45121	45683
14	42421	44266	44829	46110	46674
15	43412	45257	45819	47101	47662
16	44441	46284	46848	48129	48691
17	46540	48384	48946	50228	50790
18	48638	50482	51045	52326	52890
19	50834	52679	53242	54523	55082
20	53668	55394	55920	57120	57646
21	55168	56894	57420	58620	59146
22	56668	58394	58920	60120	60646
23	58168	59894	60420	61620	62146

APPENDIX D

SALARY SCHEDULE 2002-2003

2002-2003	BA	BA+30	BA+30w/MA	BA+60	BA60+MA30
1	30812	32700	33278	34590	35166
2	31607	33485	34062	35374	35951
3	32492	34379	34954	36268	36842
4	33384	35273	35849	37162	37737
5	34313	36202	36779	38091	38667
6	35328	37216	37793	39105	39681
7	36342	38231	38806	40118	40695
8	37356	39243	39820	41132	41709
9	38369	40258	40835	42147	42723
10	39383	41272	41849	43161	43737
11	40398	42287	42862	44174	44751
12	41412	43299	43876	45188	45765
13	42426	44314	44891	46204	46779
14	43439	45328	45905	47217	47794
15	44454	46343	46919	48231	48806
16	45508	47395	47972	49284	49860
17	47657	49545	50121	51433	52009
18	49805	51694	52270	53582	54159
19	52054	53943	54520	55832	56404
20	54168	55894	56420	57620	58146
21	55668	57394	57920	59120	59646
22	57168	58894	59420	60620	61146
23	58668	60394	60920	62120	62646
24	60168	61894	62420	63620	64146

APPENDIX E  
COMPENSATION FOR EXTRA-CURRICULAR DUTIES

The following percentage factors are based on the first step of the BA column of the Salary Schedule:

Activity	Index
Audio-Visual	5.0%
Bowling Club	4.0%
Cheerleading Fall	3.0%
Cheerleading Winter	4.0%
Class Advisor	
Grade 7	1.0%
Grade 8	1.0%
Grade 9	1.0%
Grade 10	1.0%
Grade 11	4.0%
(includes jr. prom activities)	
Grade 12	3.0%
(includes all graduation activities)	
Technology Member (K-12)	5x2.0%
Technology Coordinator (K-12)	7.0%
French Club	1.0%
Future Business Leaders of America	2.0%
Future Farmers of America	7.0%
Family, Career, Consumer Leaders of America	2.0%
Literary Magazine and Business Manager	4.0%
Music – Elementary Chorus	4.0%
Music – Extracurricular Instrumental	4.0%
Music – Extracurricular Vocal	4.0%
Music – Jazz Band	4.0%
National Honor Society	2.0%
Post Star Bowl Team	2.0%
Prom Decoration Coordinator	2.0%
SADD	2.0%
School Play Director	6.0%
School Play Director – Musical	8.0%
Ski and Snowboard Club	2.0%
Spanish Club	1.0%
Student Council – Elementary	3.0%
Student Council – Jr./Sr. High	3.0%
Teacher Mentor	2.0%
Title 1 Coordinator	8.0%
(plus 3 full days in summer, see section 11.8)	
Yearbook	8.0%
Home Events Coordinator (Fall & Winter Sports)	2.0%

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Chaperoning (\$12/hour; \$36/activity)

Other extra-curricular activities such as bus chaperoning shall be paid at a rate of \$6 per hour or \$18 maximum; whichever is less, plus expenses, if the service is rendered after the close of the regular school day, but not in addition to remuneration already received by the teacher in charge of an activity.

APPENDIX F

ATHLETICS

	<u>Index</u>
Athletic Director	10.0% *
<u>Varsity Boys Sports</u>	
Baseball	8.0%
Basketball	10.0%
Cross Country	8.0%
Football	9.0%
Soccer	9.0%
Track	8.0%
Wrestling	10.0%
<u>Varsity Girls Sports</u>	
Basketball	10.0%
Field Hockey	9.0%
Soccer	9.0%
Softball	8.0%
Track	8.0%
Volleyball	6.0%

Junior Varsity Sports will be paid at 75% of the Varsity amount.

Junior High Sports will be paid at 50% of the Varsity amount.

Extra-curricular and Athletic Coaching salaries will be determined by multiplying Step 3 of the BA Salary Schedule by the appropriate Index percentage, times the appropriate Experience Factor.

\*In addition, the Athletic Director will be paid two (2) full days for summer work based on 1/200th of his salary from the previous school year (see section 11.8).

<u>Experience in the Activity</u>	<u>Experience Factor</u>
1-3 years	0.95
4-6 years	1.00
7 or more years	1.05

The Board of Education may add, delete, or substitute athletic programs or extra-curricular activities. If an addition or substitution is made, the parties to the Agreement will meet to determine the appropriate salary to be paid.

## MEMORANDUM OF AGREEMENT

### ARTICLE II – RECOGNITION

If the title “Director of Guidance” is used for a District position, and if the function of that position is primarily concerned with the direct guidance counseling of pupils, that position will be included in the Washington Academy Teachers Association bargaining unit. If the position is determined to be managerial or confidential, it will be excluded from the bargaining unit.

SALEM CENTRAL SCHOOL DISTRICT  
SALEM, NEW YORK

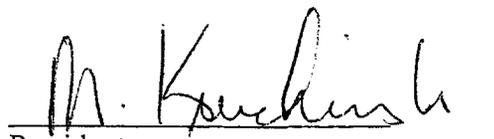
June 16, 2000

MEMORANDUM OF AGREEMENT

The position of "Special Education Coordinator" is not part of the bargaining unit (WATA) as long as no specific teaching duties are performed and the position is held by Richard Phaneuf. If another person holds the position of Special Education Coordinator in the future, then the parties agree to meet to discuss whether or not this individual will become part of the Washington Academy Teachers' Association.

  
\_\_\_\_\_  
Superintendent  
Salem Central School District

6/16/00  
Date

  
\_\_\_\_\_  
President  
Washington Academy Teachers Assn.

6/16/00  
Date

MEMORANDUM OF AGREEMENT

June 15, 2000

The Washington Academy Teachers Association and the Salem Central School District agree that the attached provisions are the terms of this memorandum of agreement, subject to ratification by the members of the bargaining unit and the Board of Education.

Salem Central School District

Washington Academy Teachers Association

1s/  
J. Lawrence Paltrowitz

1s/  
Gregory J. Aidala

1s/  
Jacquelyn Gawronski

1s/  
William J. Becraft

1s/  
Mary Kruchinski

1s/  
Frank Fronhofer, II

