

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Windham-Ashland-Jewett Central School District and Windham-Ashland-Jewett Teachers Association (2001)**

Employer Name: **Windham-Ashland-Jewett Central School District**

Union: **Windham-Ashland-Jewett Teachers Association**

Local:

Effective Date: **07/01/01**

Expiration Date: **06/30/05**

PERB ID Number: **6544**

Unit Size: **49**

Number of Pages: **40**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

TA
6544

WINDHAM-ASHLAND-JEWETT
CENTRAL SCHOOL DISTRICT

and

WINDHAM-ASHLAND-JEWETT
TEACHERS ASSOCIATION

Collective Bargaining Agreement

July 1, 2001 to June 30, 2005

RECEIVED

DEC 14 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
	Preamble	1
I	Recognition	1
II	Negotiation Procedures	1
III	Substitutes	2
IV	General Conditions of Employment	2
V	Leaves	4
VI	Use of the School Building	8
VII	Salary Agreements	8
VIII	Letter of Intent	9
IX	Termination of Service	9
X	Salary	10
XI	Health Insurance	12
XII	Compensation for Extra Services	14
	Extra-Curricular Salary Schedule	15
XIII	Payroll Schedule	16
XIV	Physical Examination	17
XV	Grievance Procedure	17
XVI	Miscellaneous Provisions	19
XVII	Class Size	20
XVIII	Key Policy	20
XIX	Sick Leave Bank	20
XX	Retirement Incentive	22
XXI	Union Representation	23
XXII	Parent Conferences	24
XXIII	Professional Issues Committee	24
XXIV	Annual Professional Performance Review	24
XXV	Teacher Personnel File	26
XXVI	Duration of Agreement	27

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), the Windham- Ashland-Jewett Central School Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Windham-Ashland-Jewett Central School Teachers' Association (hereinafter referred to as the "Association") do enter into this Agreement.

ARTICLE I - RECOGNITION

The Board, having determined that the Association is supported by a majority of the teachers in a unit composed of all professional personnel, full and part time, except the Administrative Staff, hereby recognizes the Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall remain in effect until the Association's role as sole negotiating agent is challenged by another group claiming to represent the majority of teachers. When the Association is challenged, there shall be a legally conducted poll of the professional staff to determine which organization shall represent it.

The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this recognition.

Prorated Benefits and Compensation

All teachers employed in less than full-time positions shall receive benefits and compensation, both direct and indirect, prorated to the percentage or proportion of their positions to that of a full-time position.

ARTICLE II - NEGOTIATION PROCEDURES

A. The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. It is recognized that from time to time matters may arise which have not been fully or adequately discussed between the parties. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. No later than February of the final year of the Agreement the parties will enter into good-faith negotiations over a successor Agreement to cover the following school year. Either party may, at any time, request the State Public Employment Relations Board to assist the parties in reaching an agreement. Such mediation and fact finding will be governed by the provisions of Section 209 of the Civil Service Law.

C. Neither party shall have any control over the selection of the representatives of the other party and each party may select its representatives from

within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with the necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

ARTICLE III - SUBSTITUTES

A. Whenever possible a substitute teacher shall be hired when a teacher is absent. Teachers shall keep plans that are sufficiently current to enable substitutes to carry on a purposeful program.

B. Any teacher on a substitute appointment who works twenty (20) or more consecutive days for one individual teacher shall be placed on at least the first step of the Bachelors or Masters salary schedule provided in the Agreement.

ARTICLE IV - GENERAL CONDITIONS OF EMPLOYMENT

1. The time between the beginning of the first period and the end of the last period shall not exceed seven (7) hours. The difference between the time at which teachers must be in their assigned area in the morning and the time at which they may leave school after dismissal shall not exceed seven (7) hours and fifteen (15) minutes except on days when a regular staff meeting is held after dismissal.

2. Every teacher shall have a daily duty free lunch period of at least thirty (30) minutes.

3. Every full time teacher shall have a daily duty free preparation period in addition to the lunch period. This preparation period shall be at least the same length as a high school class period. Every full-time elementary teacher shall have a minimum of minutes per week equal to five (5) times the duration of a secondary preparation period as duty free preparation time in addition to the lunch period. One period per day of at least thirty (30) consecutive minutes shall be scheduled for each elementary teacher. A teacher's preparation period will be for the purpose of conducting customary teaching responsibilities, such as, student assistance, parent conferences, preparation for class and dialogue with other teachers. In emergency situations a teacher may be expected to cover another teacher's class. In such cases the substituting teacher shall receive compensation at the District's rate of twenty dollars (\$20.00) for the period in which the substituting teacher would not otherwise have had instructional or supervisory duties, provided, however, that a teacher who is scheduled for an additional duty free preparation period may be required to cover a class during such period in emergency situations without additional compensation.

4. All teachers shall be expected to supervise the hallway at the opening of school, during the passing of their classes and at dismissal time.

5. The regular daily assignments of a secondary school teacher, in addition to duties specified elsewhere in this article, shall consist of a homeroom or morning hall duty and no more than five (5) teaching periods and two (2) additional supervisory assignments (Study Hall). A teacher may request one (1) additional teaching period in lieu of a study hall (schedule permitting).

6. All teachers shall be expected to conduct their assigned classes in a manner consistent with the goals and philosophy of the school and to carry out such related clerical duties as completing attendance for the proper operation of the school. Elementary students will be dismissed at 10:30 a.m. on three days of the last week of school to complete end-of-the-year tasks.

7. The school year shall consist of no more than the number of days included in the adopted BOCES calendar including regular school days, snow days, conferences and workshops. No teacher shall be required to report to school or participate in a workshop or conference on days school is closed.

8. No teacher shall at any time be required to perform the duties assigned to some other member of the school staff. However, the teacher may perform these duties if, in his professional judgment, he will be acting in the best interest of the students and the school district.

9. Teachers may be required to attend staff meetings no more than an average of once each week. Every effort will be made to limit the duration of such meetings to no more than one (1) hour. The Superintendent of Schools may excuse teachers from staff meetings for any reason he believes to be valid. On days of regularly scheduled faculty meetings all practices, meetings, appointments, etc. will be canceled to allow full faculty participation.

10. If the Superintendent determines that a teacher has more unassigned time between homeroom and dismissal than is specified in sections two (2) and three (3) of this Article, then the Superintendent may assign additional duties to the teacher. However, any teacher who is using this additional time, as determined by the Superintendent, for instructional purposes shall not be assigned additional duties.

Cafeteria Supervision will be avoided except in cases of necessity due to unusual circumstances.

11. If a workshop is held during regular school hours, there shall be no additional compensation for teachers. For workshops held outside of regular

school hours, teachers will be granted one (1) in-service credit for each fifteen (15) hours or fraction thereof.

12. A. The District may, at its discretion, allow teachers to visit other schools and/or attend educational meetings, workshops and conferences. The Board shall pay any fees and the cost of transportation, lodging and any other expenses approved by the Superintendent. If the meeting, conference, workshop, school visitation, etc., requires that the teacher be absent from school, the necessary time shall be granted without loss of pay and without deduction from leave entitlement. No later than February 1st of each year, the Association shall recommend an amount of money to be allocated in the budget to provide for conferences and workshops. The recommendation shall be a projection based on the previous year's expenditures.

B. Any teacher who drives his/her own car to a conference, meeting, workshop, school visitation, etc., which has been approved by the District, shall be compensated at the maximum non-taxable business rate allowed by the Internal Revenue Service. Use of a school car must be approved at the time of the conference, workshop, visitation, etc., request. If a school car is available and the person attending the conference wishes to drive his/her own vehicle, he/she will not be compensated by the district. In the case of any handicapped person who requires special equipment, compensation will be paid for use of his/her own vehicle.

13. No tenured teacher shall be transferred to a different grade level until he/she has had an opportunity to discuss the proposed change with the Superintendent.

14. If possible, teaching assignments for the next year shall be given in writing to each teacher by the last day of teacher attendance. The District reserves the right to respond to emergencies that occur during the summer.

ARTICLE V - LEAVES

A. Child Care

1. A pregnant teacher shall be granted leave upon written application to the Superintendent of Schools. Application must be made at least six (6) months before the expected birth of the child. In general, the teacher may continue teaching until such time as she and her doctor decide that it is necessary for her to stop working. However, the Superintendent of Schools may require a physical examination by the doctor if, in his/her judgment, the teacher is not satisfactorily performing her duties. The Board may require a letter from the attending physician which certifies that the teacher is able to continue with her duties.

2. Teachers shall be granted child care leave upon written application to the Superintendent of Schools and Board of Education approval. Application must be made at least six (6) months prior to the beginning date of the leave requested. The time of the leave shall commence upon the birth of a child or immediately following the end of the teacher's or spouse's pregnancy related disability or, in case of adoption, from the date when the child first resides in the household.

3. Child Care leave shall not exceed two (2) years in duration.

4. A teacher on child care leave may return to his/her position at the beginning of the first or second semester or any time that is mutually agreeable to the teacher and the Board of Education provided:

- a. written notice of intent to return is given to the Board at least sixty (60) days prior to the expected date of return, unless special circumstances exist whereby application may be made to return sooner;
- b. the teacher presents a doctor's certificate attesting to her readiness to return to work.

5. After returning from child care leave, teachers will resume their place on the salary scale as follows:

- a. on the succeeding step if the employee completes five (5) months of his/her teaching assignment during the school year preceding the child care leave;
- b. on the same step if he/she completes less than five months of his/her teaching assignment during the school year preceding the child care leave.

6. Granting of child care leave shall not result in loss of tenure or accumulated probationary credit toward tenure. Probationary credit cannot be earned while on child care leave.

7. The person replacing the teacher on leave shall be notified of the temporary nature of the job before being hired. The replacement teacher shall be notified within ten (10) days after acceptance/agreement of the regular teacher's return date from child care leave.

8. Any additional provisions not stated in this Agreement but covered by law shall be in effect.

9. The Family Medical Leave Act shall not diminish contractual benefits and the Contract benefits shall not diminish the FMLA.

B. Association Leave

The Board agrees to allow the Association two (2) days per year to send a delegate to the N.Y.S.U.T. Representative Assembly and two (2) days of leave per year to be used at the discretion of the Association President and/or his/her designee to conduct Association business. This teacher shall be paid his/her regular salary and no time shall be deducted from leave entitlement.

C. Sick Leave

1. Each teacher will be entitled to fifteen (15) days sick leave per year with pay, accumulative to a maximum of two hundred (200) days.

2. Each teacher shall be entitled to use available sick leave for religious observance.

D. Personal Leave

1. a) Sickness in the Family - A non-cumulative maximum of five (5) days per year shall be available for the purpose of enabling the employee to attend to the health needs of persons having one of the following relationships to the employee when that person is unable to care for himself/herself and no one is available to provide such care, or that person is suffering a serious illness or injury: spouse, child, sibling, stepchild, parent, parent-in-law, grandparent, grandchild or a significant other residing in the household of the employee. Such time shall not be deducted from sick leave.

b.) Death in Family - A non-cumulative maximum of five (5) days per year shall be granted for use upon the death of a family member(s), including and limited to, a spouse, child, sibling, stepchild, parent, parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or significant other residing with the employee.

c) Funeral Leave - One (1) day per year, chargeable to sick leave, shall be granted annually to allow the employee to attend a funeral in the event of the loss of a close friend or other relative not listed in 1.b. above.

d) Personal Business - Each employee shall receive, in the beginning of each school year, three (3) days for the purpose of conducting personal business. Personal business leave shall be granted to conduct business than can only be conducted on a work day. Recreation,

travel for the purpose of recreation, and any other non-business activity, shall not be a basis for the granting of a personal day.

- i. Written notice of intent to take a personal business day shall be submitted to the Superintendent of Schools at least 48 hours in advance of the leave day, except in cases where such advance notice is not possible. Said notification shall contain specific reasons for use of the personal business leave.
 - ii The day immediately before or after a vacation period or holiday shall not be used for personal business unless it is unavoidable.
 - iii Appendix A., Personal Leave Request Form, shall be used by the employee in requesting a personal day.
 - iv An employee shall be granted a day without pay provided an appropriate substitute is available and secured. A request for two (2) or more consecutive days requires the Superintendent's approval.
- e. In cases where the maximums stated above impose a hardship on an individual teacher the Superintendent may grant additional leave days.

E. Leave of Absence

A leave of absence without pay may be granted to a teacher upon the recommendation of the Superintendent. Teachers granted such leave shall be guaranteed their job and status at time of leave on returning to the system. Teachers granted such leave of absence may be granted credit for an equal period of teaching service at the discretion of the Board.

A request for leave pursuant to this section must be submitted to the Superintendent not less than sixty (60) days prior to the date such leave is requested to commence, except in an emergency.

Notice of intent to return from extended leaves shall be given to the Superintendent no later than sixty (60) days prior to the ending date of such leave or by the May 15th, whichever comes earlier.

F. Sabbatical Leave

Any teacher who has completed seven (7) years of service in the Windham-Ashland-Jewett Central School shall be eligible for sabbatical leave. Sabbatical leave shall be granted for the purpose of professional improvement; applicants shall prepare a written statement of their plans and an explanation of how the students at WAJ will benefit.

Candidates' applications shall be submitted first to the Association's Sabbatical Review Committee, which will screen the applications and recommend one (1) candidate to the Superintendent. Applications should be submitted to the Superintendent before July 1st for February or before February 1st for September. In the event the Superintendent rejects an application, the Association may recommend another candidate. When a candidate is recommended by both the Association and the Superintendent the Board shall grant sabbatical leave for one (1) or two (2) semesters. Teachers will be informed of the action taken on their application within thirty (30) days of the date on which the application is received by the Superintendent. No more than one (1) teacher will be on leave at a time.

A teacher granted sabbatical leave shall be paid 60% of his/her salary for a full year or 80% for a half year.

A teacher granted sabbatical leave shall be guaranteed job and tenure on returning. Full salary credit for an equal period of teaching service will be granted. The Board will continue paying the retirement contributions and the insurance premiums of a teacher on sabbatical leave. A teacher granted sabbatical will be expected to return to WAJ for two (2) years.

G. Court Appearances and Jury Duty

1. If, after a waiver has been requested, a teacher's attendance is still required for jury duty, the day or days shall be granted without loss of pay and without deduction from leave entitlement.

2. Any teacher whose appearance in court is required for reasons connected with his/her school duties shall be granted the necessary days without loss of pay and without deduction from leave entitlement.

3. Any teacher whose appearance in court is required because of civic responsibilities (witnessing a crime, etc.) will be granted the necessary days without loss of pay and without deduction from leave entitlement at the discretion of the Superintendent.

ARTICLE VI - USE OF THE SCHOOL BUILDING

The Association shall have the right to hold its meetings in the school building provided notice is given to the principal and provided that there is no interference with the school program.

ARTICLE VII - SALARY AGREEMENTS

Salary agreements for the new school year shall be issued no later than September 1st unless the Board and the Association agree to a later date. The

salary agreement shall include a statement of any special conditions of employment.

ARTICLE VIII - LETTER OF INTENT

If letters of intent have not been, or are not likely to be issued by May 15th of any given year, the Association President and the Superintendent will meet to discuss the matter with the intention of identifying a specific date for their issuance.

In any event within ten (10) calendar days of budget passage, or the adoption of a contingent budget, the District shall notify each teacher whom it intends to rehire for the following school year through the issuance of Letter of Intent to that effect.

ARTICLE IX - TERMINATION OF SERVICE

The District shall abide by the provisions of Education Law 3020-a in regard to termination of tenured and probationary employees, respectively. Whenever the service of a probationary teacher is to be terminated, the District shall abide by the following provisions:

1. The teacher to be terminated shall be notified at least thirty (30) days prior to the board meeting at which such recommendation is to be considered and notified of the date of the meeting.
2. The teacher may, no later than twenty -one (21) days prior to such Board meeting, request a written statement giving the reasons for such recommendation, and the District shall, within seven (7) days thereafter, furnish such written statement.
3. If the teacher has received a Letter of Intent and is subsequently notified that his/her employment is to be terminated for, or during the year referenced by that letter, he/she shall have the right to meet with the Board at its next meeting following receipt of the termination notice to be informed as to the causes for the termination.
4. Any decision to discontinue the services of a probationary teacher, on the basis of performance, who has competed one or more years of service in a probationary assignment in the district, shall be founded upon a minimum of three (3) classroom observations and one (1) annual performance review.

A tenured teacher who receives a letter of intent shall be guaranteed his/her job for the remainder of the school year and the following

school year referenced by that letter and shall not be denied or removed from that job except for the following causes:

1. Insubordination, immoral character, or conduct unbecoming a teacher.
2. Inefficiency, incompetence, physical or mental disability or neglect of duty.
3. Failure to meet certification requirements.

In the event enrollment declines to a point where elimination of a position is necessary, the Board shall not be held to any Letter of Intent issues to the affected teacher, whether or not he/she is tenured or probationary. If this situation develops, the Superintendent or his/her designee shall meet with the Association President, or his/her designee, at their earliest mutual convenience to discuss the situation and to try to find alternatives.

Any teacher, who chooses to terminate his/her employment with the District shall give a minimum of thirty (30) days notice and shall make every attempt to provide at least sixty (60) days notice.

Instruction and program are paramount to a sound educational program. If economic factors cause the District to reduce staffing levels, thus requiring the elimination of a position(s), the District shall endeavor to provide a written notification to the affected employee(s) sixty (60) calendar days in advance of the effective date of the termination. In no instance shall a notification of such a termination be fewer than thirty (30) calendar days. Also, the District shall, when feasible, endeavor to notify the President of the Association in advance of the issuance of the written notification to the employee(s) to be terminated.

ARTICLE X - SALARY

1. **Base Salary Schedule**

Step	2001-02	2002-03	2003-04	2004-05
1	32,326	33,619	34,964	36,363
2	32,641	33,946	35,304	36,716
3	32,959	34,277	35,648	37,074
4	33,279	34,611	35,995	37,435
5	33,602	34,946	36,344	37,798
6	34,422	35,799	37,231	38,720
7	35,261	36,672	38,139	39,664
8	36,289	37,741	39,250	40,820
9	37,346	38,840	40,393	42,009
10	38,474	40,013	41,614	43,278
11	39,606	41,191	42,838	44,552
12	40,689	42,317	44,009	45,770

13	41,805	43,477	45,216	47,025
14	42,926	44,643	46,428	48,285
15	44,083	45,846	47,680	49,587
16	45,224	47,033	48,915	50,871

2. Base salary means the salary before including pay for graduate credits, inservice credits and masters degree.

3. Any teacher who has no step movement shall be paid the following percentage increases on his/her previous year's base salary:

2001-02	4.6%
2002-03	5.1%
2003-04	5.1%
2004-05	5.1%

4. Graduate credit hours as part of a degree or professional development plan will be compensated at \$65.00 per credit hour for the year 2001-02. Effective July 1, 2002, payment will be \$70.00 per credit hour. Effective July 1, 2003, payment will be \$75.00 per credit hour.

5. Compensation for the Master's Degree shall be \$500.00.

6. Compensation for In-service credit hours is referred to Article XXV, paragraph "F".

7. Upon completion of fifteen (15) years of service as a teacher in the District, a teacher's base salary will be increased by \$1,250 beginning in the subsequent school year. Upon the completion of twenty (20) years of service as a teacher in the District, a teacher's base salary will be increased by an additional \$500 to \$1,750 per year beginning in the subsequent school year. Upon the completion of twenty-five (25) years of service in the District, a teacher's base salary will be increased by an additional \$500 to \$2,250 per year beginning in the subsequent school year. And upon the completion of thirty (30) years of service in the District, a teacher's base salary will be increased by an additional \$250 to \$2,500 per year beginning in the subsequent school year.

8. Compensation for graduate credit will not be arbitrarily denied by the District if such credit is within the discipline of the subject matter being taught. Compensation for graduate credit outside the discipline of the subject matter being taught will be at the discretion of the district.

9. The total salary of a unit employee shall be rounded off to the nearest dollar amount.

10. The Board shall automatically grant full credit for up to five (5) years of teaching experience to all new teachers. The Board may exceed this limit at its discretion.

11. Effective 2003-04, any bargaining unit member receiving National Certification shall receive a stipend of \$2500 each year, in addition to their regular salary. The National Certification rating must be current to be eligible for the stipend.

ARTICLE XI - HEALTH INSURANCE

A. The District shall pay the full cost of the premium for individual coverage for teachers under the Catskill Area Schools Employee Benefits Plan. The District shall pay ninety-five (95%) percent of the full premium cost for the family plan, and the teacher shall pay five (5%) percent of the premium.

B. At its option during the term of this Agreement, the District may propose to provide a different health plan from that currently in effect. At such time, a six-member committee made up of equal representation from the District (two (2) members) and each Association (two (2) members) shall be promptly established and shall determine the cost effectiveness of the proposed health insurance plan.

The District and the Association agree that committee deliberations shall:

- I. proceed promptly;
- ii. be confined to comparison of benefits between the current and proposed plans; and
- iii. shall not be concerned with any other changes in this Agreement.

The decision of whether or not to change health insurance plans shall be made by unanimous vote of the committee members.

C. The Board of Education will maintain at the District office, a copy of the "Plan Document" of the Health Insurance Plan. Any employee may inspect the document upon reasonable notice to the Superintendent or his/her designee.

D. The Board of Education shall continue health insurance for retired teachers and their dependents at the level of coverage and percent of premium in effect at time of retirement. A retired teacher, for the purposes of Article XI, is a teacher who has applied for and collects retirement benefits from New York State Teacher's Retirement System.

E. Upon the death of the retiree, the premium will be continued for three (3) months if there is a surviving spouse.

F. The Association acknowledges that the CASEBP Health Plan will change the drug prescription card co-payment from \$1 to \$3 effective July 1, 1995. Effective July 1, 1998, the drug prescription card co-payment shall increase to \$5.00 for generic drugs and \$10.00 for name brand drugs provided, however, that if there is no generic equivalent or if the prescribing physician refuses to prescribe a generic drug, the co-pay shall be \$5.00. There shall be no co-pay for mail order prescriptions. The Association agrees to such increase in the co-payment amount.

G. Buy-Out Option:

The District shall offer each bargaining unit member, who can document the fact that he/she is covered by a health insurance plan of another person who is not employed by the District, the option to buy-out of the District's health insurance coverage.

The buy-out offer shall be at the rate of fifty percent (50%) of the annual premium that would otherwise be paid by the District for the participating employee during the District's fiscal year. To receive the full amount of the buy-out, the effective date of the employee's buy-out application must precede July 1st. Otherwise, the amount of the buy-out shall be prorated to the portion of the fiscal year for which the buy-out is in effect. The full amount of any monetary obligation to the New York State Teacher's Retirement System for the payment of this buy-out shall be completely borne by the employee and deducted from the amount of the buy-out paid.

The buy-out payment shall be exempted from payroll taxes only if one of the following criteria is met:

1. If the employee provides proof of having paid for equivalent coverage equal to or greater than the amount of this buy-out; or
2. If the employee is to be covered by his/her spouse's policy and the spouse's premium contribution is equal to or greater than the amount of the buy-out

If conditions change, it shall be the obligation of the employee to so notify the District in this regard. Otherwise, the District shall continue to consider the buy-out to be a reimbursement of cost to provide equivalent coverage, and the buy-out shall be paid through accounts payable with no taxes withheld. If neither of the two criteria can be satisfied, the buy-out shall be treated as taxable income.

Where the buy-out is to be treated as taxable income, it shall be distributed equally among the pay periods. Where the buy-out is to be treated as non-taxable income, it shall be paid in two equal installments during the months of December and June. An employee shall receive payment for the summer months only if his/her application became effective prior to the preceding July 1st and if he/she returns to work in September.

The effective date of any buy-out application will be the first of the month following application approval of the District.

An employee who wishes to reinstate his/her health insurance coverage shall be able to do so only as permitted in keeping with the reinstatement provision of the health care plan.

H. The District will pay 100% of the Catskill Area Schools Employee Benefit Plan's Mid-Level Dental Package for all full-time members of the bargaining unit.

ARTICLE XII - COMPENSATION FOR EXTRA SERVICES

All compensation for extra services for the duration of the contract shall be paid as per extra-curricular pay scale.

Chaperoning duties shall be on a voluntary basis. A list shall be distributed every two months or on an as needed basis.

If there are no volunteers for a supervision/chaperoning event, a roster of all staff (alphabetical) shall be used to assign coverage. Those who are assigned shall then be placed on the bottom of the list. The Association President(s) shall have a copy of the current roster to be used. A teacher must be given a minimum of seven days notice prior to the assignment. In the instance where the scheduled chaperone cannot serve and there is less than seven days notice, the teacher shall arrange for his/her own substitute.

Whenever supervision or chaperoning is necessary the teacher(s) at the top of the roster shall be assigned.

Teachers who supervise or chaperone a school function shall have their names placed on the bottom of the roster. A teacher may be required to supervise more than one (1) function a year if the entire roster is canvassed through.

Effective July 1, 2001, teachers who continuously serve in the extra services positions will be paid the following stipends, in addition to the amounts listed on the pay scale:

3rd year of service through 4th year	\$300 per year
5th year of service through 9th year	\$400 per year
10th year of service and beyond	\$600 per year

Effective July 1, 2002, teachers who continuously serve in the extra services positions will be paid the following stipends, in addition to the amounts listed on the pay scale:

15th year of service through 19th year	\$800 per year
20th year of service and beyond	\$1000 per year

In the event an individual moves to a new advisor/coach position in the same area (i.e., Junior Varsity Basketball to Varsity Basketball or Junior Class Advisor to Senior Class Advisor) the years served at the prior position will carry over to the new position.

In the event an individual returns to a coaching/advisor position after a year's absence, the Board of Education may, in its sole discretion, count the year(s) of service prior to the absence towards the total continuous service for the purposes of the above longevity stipends.

Anyone who wishes to initiate a new activity shall consult with the Superintendent. Compensation for supervision of any activity not listed above shall be based on a comparison to existing activities. Whenever vacancies occur in extra-curricular supervisory positions, notice will be given to all members of the faculty. No teacher shall be required to supervise any extra-curricular activities.

Boys and Girls Coaches shall be paid equally provided length of season and schedule are equal.

EXTRA-CURRICULAR SALARY SCHEDULE

	2001-02	2002-03	2003-04	2004-05
Senior Advisor	805	846	890	935
Junior Advisor	805	846	890	935
Sophomore Advisor	604	634	667	701
Freshman Advisor	604	634	667	701
Student Council Advisor	805	846	890	935
Nat'l Honor Society Advisor	805	846	890	935
Nat'l Jr. Honor Society Advisor	805	846	890	935
Drama Advisor	1932	2030	2134	2243
Drama Producer	1932	2030	2134	2243
Yearbook Advisor	1803	1895	1992	2094
Cheerleading Advisor	1339	1407	1479	1554

French Club	805	846	890	935
Spanish Club	805	846	890	935
Science Club	805	846	890	935
Tech Warrior/Computer Club	1932	2030	2134	2243
Mock Trial Competition	805	846	890	935
National Geography Bee	409	430	452	475
BOCES Spelling Bee	409	430	452	475
Boys Modified Basketball	2222	1882	1983	2084
Varsity Basketball Coach	2897	3045	3200	3364
Jr. Varsity Basketball Coach	2222	2335	2454	2579
Varsity Soccer Coach	1932	2030	2134	2243
Jr. Varsity Soccer Coach	1288	1353	1422	1495
Boys Modified Soccer Coach	1288	1353	1422	1495
Varsity Baseball Coach	1932	2030	2134	2243
Jr. Varsity Baseball Coach	918	965	1014	1066
Boys Modified Baseball	1288	1353	1422	1495
Tennis Coach	1288	1353	1422	1495
Golf Coach	965	1015	1066	1121
Alpine Ski Coach	1932	2030	2134	2243
Asst. Alpine Ski Coach	965	1015	1066	1121
Girls Basketball Coach	2897	3045	3200	3364
Girls JV Basketball	2222	2335	2454	2579
Girls Modified Basketball Coach	2222	1882	1983	2084
Girls Soccer Coach	1932	2030	2134	2243
Girls Modified Soccer Coach	1288	1353	1422	1495
Girls Softball Coach	1932	2030	2134	2243
Girls Modified Softball	1288	1353	1422	1495
Chaperoning Events (Per Hr.)	16	17	18	19
Band Director	965	1015	1066	1121
Chorus Director	483	508	534	561
Athletic Director (+ 1 period)	2092	2199	2311	2429
Enrichment Program Coordinator	805	846	890	935
Imagination Celebration Coord. (2)	650	683	718	754
Math Counts	805	846	890	935
Odyssey of the Mind	409	430	452	475
Wee Warriors Coordinator	Chaperone pay up to 35 hours - one position			
Wee Warriors Coaches	Chaperone pay up to 25 hours - three positions			
Morning Program Coordinator	Chaperone pay up to 30 hours - one position			
Morning Program Team	Chaperone pay up to 20 hours - four positions			
Journalism Club	1932	2030	2134	2243
Art Club	805	846	890	935
Women 21st Century	1153	1212	1274	1339
National Certification			2500	2500

ARTICLE XIII - PAYROLL SCHEDULE

Teachers shall be paid every two (2) weeks beginning on the second Friday after the opening of school. If a scheduled pay day falls in a vacation period, teachers will be paid on the last day of school before vacation or by mail during vacation.

ARTICLE XIV - PHYSICAL EXAMINATIONS

A. Teachers may be required to have a physical examination; in such cases it shall be the responsibility of the Superintendent to notify the teacher that an examination is required. Teachers may be examined by the school physician at the Board of Education's expense. Teachers may elect to be examined by a doctor of their choice in which case the Board of Education will pay the same fee as that charged by the school physician; the teacher shall pay any additional charges. If the teacher is examined by his or her own physician, the examining physician shall complete a medical report form and forward it to the school physician.

ARTICLE XV - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is any complaint based on an alleged violation of:
 - a. the application, meaning, or interpretation of the Agreement;
 - b. an individual's right to fair treatment;
 - c. any established policy or practice.

However, level four of the following procedure shall apply only to cases covered by "a" of the above definition.

2. A "grievant" is the person or persons making the claim.
3. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
4. A "party in interest" is the person(s) making a claim, any person(s) who might be required to take action, or any person(s) against whom action might be taken in order to resolve the claim.
5. The term "days" shall mean school days unless specified otherwise.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions, to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits speci-

fied may, however, be extended by mutual agreement of the Association and the Administration.

1. Level One

A teacher with a grievance shall first discuss it with the Principal.

If discussion has not been opened within thirty (30) school days of the occurrence or the alleged violation, or when the teacher should have known of the alleged violation, then all rights to the grievance and arbitration procedure with respect to the issue shall be waived.

2. Level Two

If the grievance is not resolved informally at level one, it shall be submitted by the Association to the Superintendent in writing within five (5) days of the level one meeting. The Superintendent shall render a determination in writing within ten (10) days after the written grievance has been presented.

3. Level Three

In the event the aggrieved person and the Association are not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by the Superintendent, the grievance may be referred to the Board of Education. Within ten (10) days from receipt of the written referral, the Board of Education or its member representative(s) shall meet with the Association and the grievant for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A written decision shall be rendered within ten (10) days following the Board of Education hearing.

4. Level Four

In the event the Association is not satisfied with the disposition of the grievance at Level Three, the Association shall notify the Board, in writing, that the grievance is still unresolved. Within ten (10) days the representatives from the District and the Association shall agree upon an arbitrator. If no agreement can be reached, the dispute shall then be submitted to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the A.A.A. in the selection of the arbitrator and the arbitration proceedings. The decision shall be submitted in writing to the Board and Association no later than thirty (30) days following the close of the hearing. The arbitrator shall have no power or authority to add to, subtract from, or modify the terms of this agreement, and shall limit his/her decision strictly/solely to the application of the express provisions of the agreement. The arbitrator shall have no authority or power to hear the merits of a case until a decision on timeliness, if raised, is rendered, unless by mutual agreement of the District and the grievant. Both

the Board and the Association agree to be bound by the award of the arbitrator. The costs of such arbitration will be shared equally by the Board and the Association.

D. Rights to Representation

No teacher may be represented by any teacher organization other than the Association or NYSUT in any grievance procedure initiated pursuant to the Agreement.

E. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.

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

3. Forms for filing and processing grievances shall be designed by the Superintendent and the Grievance Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

A. The provisions of the Agreement shall be incorporated into the considered part of the established policies of the Board.

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

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

D. The Association shall be notified of any intent on the part of the Board to modify, add to or delete from Board policies or rules and regulations affecting conditions of employment which are not covered by this Agreement. The Board shall give written notice to the Association as to the exact nature of the contemplated changes. Three (3) copies of said notice shall be prepared for the

Association: one for the President, one for the Vice President and one for the Secretary. The Association shall have the right to respond in writing to the Board's notice within ten (10) school days of the date on which such notice is received. No action shall be taken by the Board during this ten (10) day period until the response of the Association has been received and considered.

E. This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of both the Board and the Association.

ARTICLE XVII - CLASS SIZE

The Board and the Association recognize that the number of students in a class significantly affects the quality of education. It is agreed that the following figures represent ideal maximum class sizes:

Grade:	K	1	2-3	4-6
Number of Students	20	20	23	25

The Windham-Ashland-Jewett Teachers' Association recognizes the need to deploy staff in an efficient manner. Every effort will be made to provide Teaching Assistant/Aide time when class size exceeds the ideal. However, the Windham-Ashland-Jewett Teachers' Association acknowledges that special situations may require the re-assignment or re-deployment of Teaching Assistants/Aides to meet the needs of students and teachers. The Administration agrees to meet with the Teachers' Association representatives by October 15th of each year, to review the deployment of Teaching Assistants/Aides, discuss initial problems and offer solutions. It is agreed that the final authority for the assignment of Teaching Assistants/Aides rests with the Superintendent.

ARTICLE XVIII - KEY POLICY

Teachers should make known their request for a key to the Administration on the last day of school before a weekend or vacation.

Arrangements will be made to have the teacher meet the person making the security check on Saturday or Sunday at a mutually agreed time to gain entrance to the building.

ARTICLE XIX - SICK LEAVE BANK

1. The Association shall be authorized to establish, maintain and administer a "sick leave bank" subject to rules and procedures developed by the Association's Sick Leave Bank Committee and approved by the Chief School Administrator. No rule or procedure shall be enforceable unless it receives written approval from the Chief School Administrator.

2. The sick leave bank shall be a process through which teaching professional staff members may assign sick leave days to the sick leave bank and the Association may assign sick leave days so accumulated to teaching professional staff members who have exhausted their sick leave credits.

3. The following rules shall apply to the establishment and administration of the sick leave bank in addition to such further rules and procedures as may be developed by the Association and approved by the Chief School Administrator.

A. Members of the teaching professional staff who wish to assign leave credits to the sick leave bank may do so during the period of September 1 through September 29; or in the case of teachers appointed after the start of the school year, within 29 days following their first day of appointment.

B. The Association President or his designee shall deliver to the Chief School Administrator by September 30 a signed statement from each individual teacher wishing to contribute to the bank and the number of days so assigned. She/he or her/his designee shall be responsible for delivering sick leave contributions of teachers hired after the start of school within thirty (30) days of the appointment date. Such reassigned days shall be deducted from the individual teacher's accumulated record as kept by the school district.

C. No teaching professional staff member may assign more than two (2) days of sick leave per year to the sick leave bank, and the total number of accumulated sick leave credits in the sick leave bank shall not exceed 300 days. The total shall be accumulative from year to year.

D. If a teaching professional staff member becomes eligible for benefits from Teachers' Retirement Disability and/or Social Security Disability, said individual must make application for such benefits. Failure to apply shall result in suspension of all further benefits from the sick leave bank. In the event that Teachers' Retirement Benefits and/or Social Security Benefits are granted, sick leave bank benefits shall be terminated on the effective date of such benefits. An individual denied benefits from Teachers' Retirement and/or Social Security shall also be denied further benefits from sick leave bank.

E. A teacher applying for sick leave bank benefits shall do so in writing to the Sick Leave Bank Committee. The letter of application shall contain a certification of disability and probable term of disability. No benefits shall be granted in the absence of such a physician's statement.

F. The Association shall designate a Sick Leave Bank Committee who shall be responsible for the administration of the sick leave bank including the following:

- 1) Developing all further rules and procedures required for the administration of the bank.
- 2) Obtaining the prior approval of such rules and procedures from the Chief School Administrator.

G. No professional teaching staff member may be granted more than sixty (60) days from sick leave bank in one (1) school year without the approval of the Chief School Administrator.

H. The Chief School Administrator shall be immediately informed of all requests for sick leave bank benefits. He shall also be kept informed concerning the status of any pending decisions by the Sick Leave Bank Committee. A member of the Sick Leave Bank Committee shall be designated for this purpose and her/his name given to the Chief School Administrator.

ARTICLE XX - RETIREMENT INCENTIVE

1. Any member of the bargaining unit who meets the requirements specified in Paragraph 2 below shall be eligible to receive the following benefit as a retirement incentive:

A payment equivalent to \$75 times the number of accrued sick days (maximum 160) of the retiring teacher on his/her last day of employment with the District plus

\$500 times the number of years he/she has been employed as a teacher at Windham-Ashland-Jewett Central School for teachers who have been so employed ten (10) to fourteen (14) years, up to a maximum of Twenty Thousand (\$20,000) Dollars.

\$550 times the number of years he/she has been employed as a teacher at Windham-Ashland-Jewett Central School for teachers who have been so employed fifteen (15) to nineteen (19) years, up to a maximum of Twenty Thousand (\$20,000) Dollars.

\$650 times the number of years he/she has been employed as a teacher at Windham-Ashland-Jewett Central School for teachers who have been so employed twenty (20) to twenty four (24) years, up to a maximum of Twenty Five Thousand (\$25,000) Dollars.

\$750 times the number of years he/she has been employed as a teacher at Windham-Ashland-Jewett Central School for teachers who have been so employed twenty five (25) to twenty nine (29) years, up to a maximum of Twenty Five Thousand (\$25,000) Dollars.

\$800 times the number of years he/she has been employed as a teacher at Windham-Ashland-Jewett Central School for teachers who have been so employed thirty (30) years or more, up to a maximum of Thirty Thousand (\$30,000) Dollars.

2, In order to be eligible for this benefit, the bargaining unit member must:

- a. Have taught in and been employed as a full-time teacher by the Windham-Ashland-Jewett Central School District for at least ten (10) years, and
- b. Submit an irrevocable and binding letter of resignation with an effective date of June 30. Such letter must be received by the District by January 15 of the teacher's last school year of employment , and
- c. Complete his/her last school year of employment, and
- d. Retire at the end of the school year during which he/she is first eligible for (i) full, unreduced retirement benefits from TRS, or (ii) partial retirement benefits from TRS, according to his/her Tier. For the purposes of this subparagraph d, the school year shall begin September 1 and end August 31.

3. The lump sum payment shall be made by July 15 next following the retirement date.

4. If a bargaining unit member does not meet the above criteria and does not retire at the end of the school year during which he/she is first eligible for either (i) full, unreduced retirement benefits from TRS, or (ii) partial retirement benefits from TRS, the retirement incentive will not thereafter be available to that individual.

ARTICLE XXI - UNION REPRESENTATION

An employee who, prior to, or during, the course of a meeting with an Administrator of the District, suspects that some form of formal disciplinary action may be taken against him/her, or that he/she may be dismissed during

the course of the meeting, may notify the Administrator that the employee desires Association representation before such action is taken. The Administrator shall abide by that request. This shall in no way diminish the right of the Administrator to conduct an investigatory interview with an employee without with Association representation present.

ARTICLE XXII - PARENT CONFERENCES

Evening time will be made available for parent conferences twice (2) during the school year. The entire conference schedule will be discussed and adjusted through meetings with Administration and representatives chosen by the Association.

ARTICLE XXIII - PROFESSIONAL ISSUES COMMITTEE

1. A Professional Issues Committee is established consisting of six members, three (3) of which shall be designated by the Association and three (3) by the Superintendent.
2. The Professional Issues Committee shall be responsible for the discussion of matters of mutual concern, but shall be prohibited from altering the terms of this Agreement.
3. The Professional Issues Committee shall meet regularly once each quarter during the school year on a date and time to be agreed upon by its members. Additional special meetings may be held as deemed appropriate by the members of the committee. Agendas for the meetings will be exchanged in advance of each meeting.
4. No understanding entered into by the Committee nor any provision of a memorandum of understanding shall supersede any provision of this agreement. Any such understanding or provision inconsistent in any respect with any provision of this agreement shall be deemed null and void. The Professional Issues Committee shall not be used to renegotiate this agreement.
5. The Administration shall meet with the Committee to discuss the school calendar for the next school year prior to submitting recommendations to the District Superintendent.

ARTICLE XXIV - ANNUAL PROFESSIONAL PERFORMANCE REVIEW AND PROFESSIONAL DEVELOPMENT

A. The District and Professional Staff - The District and the Windham-Ashland-Jewett Teachers' Association recognize the importance of performance review and professional development as intrinsic parts of any educational sys-

tem that attempts to improve an educational program and provide for the continued professional growth of its faculty.

The goals of the Annual Professional Performance Review and Professional Development are to:

Create a climate that is characterized by support, trust and collaboration.

Encourage reflective professional practice that will model life-long learning for our students.

Reinforce exemplary curricular and instructional development and practice.

The needs of beginning teachers and experienced teachers are different. Therefore, the performance review and professional development procedures are different. Both procedures will be in conformance with the state law and regulations concerning Annual Professional Performance Review and Professional Development Plans and are contained in the District's Annual Professional Performance Review and Professional Development Plan.

Each probationary teacher's annual professional development plan will be completed by October 1st. Probationary teachers will complete the plan for review by June 1st. It is understood that this plan will be a component of the probationary teacher's annual review. The completed form will be signed by the probationary teacher and the administrator and placed in the teacher's personnel file. The form will contain a self evaluation of the activities and how well the goals were met. Probationary teachers shall have at least three formal observations each year of their probationary appointment. The initial observation shall occur within thirty days after the first teaching day. Each classroom observation will be followed by a post observation conference as soon as possible but within two weeks following the observation, unless both the staff member and the administrator mutually agree otherwise. The observation form will be signed by both teacher and administrator and placed in the teacher's personnel file. Probationary teachers will have an Annual Professional Performance Review conducted by his/her supervisor by June 10th of each year. A copy of the annual evaluation form will be signed by both the teacher and administrator and placed in the teacher's personnel file.

Each tenured teacher's annual professional development plan will be completed by October 1st. Tenured teachers will complete the plan for review by the committee by June 1st. It is understood that this plan will be a component of the tenured teacher's annual review. The form will contain a self evaluation of the activities and how well the goals were met. Tenured teachers will have the Annual Professional Performance Review conducted by one administrator by June 10th of the year. A copy of the annual evaluation form will be signed by both the teacher and administrator and placed in the teacher's personnel file. There will be one formal observation. Each classroom observation will be followed by a post observation conference as soon as possible, but within two weeks following the observation, unless both the staff member and administrator mutually agree otherwise. The observation form will be signed by both teacher and administrator and placed in the teacher's personnel file.

B. Summer workshops, curriculum work, other approved professional work as part of professional development or performance review, and work on the Comprehensive District Educational Plan Committee shall be compensated at a per diem rate of \$180.00 effective July 1, 2001.

C. In-service credit hours as part of a professional development plan will be compensated at \$65.00 per credit hour for the year 2001-02. Effective July 1, 2002, payment will be \$70.00 per credit hour. Effective July 1, 2003, payment will be \$75.00 per credit hour. Such compensation shall be paid regardless of whether the workshop or in-service program is conducted during regular school hours. The only exception will be activities conducted during Superintendent's Conference Days. In addition, in those cases where a faculty member agrees to make a presentation at a professional workshop, seminar, district workshop or Superintendent's Conference Day, said faculty member shall receive three hours of in-service for each hour of presentation.

D. Graduate credit hours as part of a degree or professional development plan will be compensated at \$65.00 per credit hour for the year 2001-02. Effective July 1, 2002, payment will be \$70.00 per credit hour. Effective July 1, 2003, payment will be \$75.00 per credit hour.

ARTICLE XXV - TEACHER PERSONNEL FILE

1. The official District personnel file shall be maintained in the District office. Employees shall have the right, upon written request with at least twenty four (24) hours notice, to review the contents of their files. An employee shall be entitled to have a representative of the Association accompany

him/her during such review. Said file shall not be removed from the District office nor reviewed without a District representative present.

2. No material, excluding reference and information obtained in the process of evaluating an employee for initial employment and/or information that is designated confidential at its source, which is derogatory to an employee's conduct, service or character, shall be filed unless the employee has had an opportunity to examine the material. The employee must affix his or her signature on the actual copy to be kept. Said signature merely signifies that he/she has examined the material(s) and does not necessarily indicate agreement with its content. If an employee fails to sign a copy of any written material to be placed in his/her personnel file within ten (10) calendar days, a copy of the material shall be so noted and placed/retained in the personnel file. The employee may submit a written response to any material to be placed in his/her personnel file, and attached to same, within ten (10) calendar days of his/her receipt of same.

3. An employee, upon written request shall receive a copy of any document placed in his/her personnel file (excluding material referenced in "2" above and routine administrative documents not related to observation, evaluation, criticism, recommendation, etc.). Said copies shall be issued at the current per copy cost.

4. An employee shall have the right to discuss with his/her principal any item placed in his/her personnel file, which is derogatory to an employee's conduct, service, character.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2001, and shall continue in effect through June 30, 2005.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT 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."

ASSOCIATION

Calvin A. Bell 10/30/01
Co-President

Krista J. Gault 10/30/01
Co-President

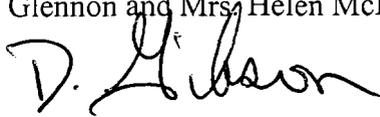
BOARD

James A. French
Superintendent

April Martin
President - Board of Education

Agreed to this 30
day of October, 2001

TO: Board of Education Members
Ms. Melissa Glennon and Mrs. Helen McDonald-Co-Presidents

FROM: Don Gibson 

DATE: December 15, 2003

SUBJECT: Mentoring Program

At the Board of Education meeting on December 11, 2003 the Board of Education with a unanimous vote accepted the Mentoring Program.

We now need to have the W-A-J Teachers' Association and the Board work on negotiations for the funding that will be necessary to have the program active in 2004-2005.

DNG/dab

MEMORANDUM OF AGREEMENT

By and Between the Windham-Ashland-Jewett Central School District (“District”) and the Windham-Ashland-Jewett Teachers Association (“Association”):

Whereby, the parties agree to add the following extra-curricular activities to the Collective Bargaining Agreement currently in effect:

	2001/02	02/03	03/04	04/05
Snowboard Coach	\$500	\$526	\$552	\$580
Assistant Snowboard Coach	\$300	\$315	\$331	\$348
Modified Snowboard Coach	---	\$420	\$442	\$464
Modified Alpine Ski Coach	---	\$420	\$442	\$464

The parties agree to make this a part of the collective bargaining agreement that is in effect through June 30, 2005.

For the Association:



Date: June 4, 2002

For the District:



Date: June 4, 2002

MEMORANDUM OF AGREEMENT

By and Between the Windham-Ashland-Jewett Central School District
("District") and the Windham-Ashland-Jewett Teachers Association ("Association"):

Whereby, the parties agree to add the following extra-curricular activities to the
Collective Bargaining Agreement currently in effect:

	2001/02	02/03	03/04	04/05
Webmaster	\$1932	\$2030	\$2134	\$2243
WAJ Jump Team	\$1000	\$1051	\$1105	\$1161
Assistant WAJ Jump Team	\$200	\$210	\$221	\$232
Peer Buddy Coordinators	Chaperone pay up to 30 hours-five positions			

For the Association:

For the District:

Date: _____

Date: January 11, 2002

3rd year of service through 4th year	\$300 per year
5th year of service through 9th year	\$400 per year
10th year of service and beyond	\$600 per year

Effective July 1, 2002, teachers who continuously serve in the extra services positions will be paid the following stipends, in addition to the amounts listed on the pay scale:

15th year of service through 19th year	\$800 per year
20th year of service and beyond	\$1000 per year

In the event an individual moves to a new advisor/coach position in the same area (i.e., Junior Varsity Basketball to Varsity Basketball or Junior Class Advisor to Senior Class Advisor) the years served at the prior position will carry over to the new position.

In the event an individual returns to a coaching/advisor position after a year's absence, the Board of Education may, in its sole discretion, count the year(s) of service prior to the absence towards the total continuous service for the purposes of the above longevity stipends.

Anyone who wishes to initiate a new activity shall consult with the Superintendent. Compensation for supervision of any activity not listed above shall be based on a comparison to existing activities. Whenever vacancies occur in extra-curricular supervisory positions, notice will be given to all members of the faculty. No teacher shall be required to supervise any extra-curricular activities.

Boys and Girls Coaches shall be paid equally provided length of season and schedule are equal.

EXTRA-CURRICULAR SALARY SCHEDULE

	2001-02	2002-03	2003-04	2004-05
Senior Advisor	805	846	890	935
Junior Advisor	805	846	890	935
Sophomore Advisor	604	634	667	701
Freshman Advisor	604	634	667	701
Student Council Advisor	805	846	890	935
Nat'l Honor Society Advisor	805	846	890	935
Nat'l Jr. Honor Society Advisor	805	846	890	935
Drama Advisor	1932	2030	2134	2243
Drama Producer	1932	2030	2134	2243
Yearbook Advisor	1803	1895	1992	2094
Cheerleading Advisor	1339	1407	1479	1554

French Club	805	846	890	935
Spanish Club	805	846	890	935
Science Club	805	846	890	935
Tech Warrior/Computer Club	1932	2030	2134	2243
Mock Trial Competition	805	846	890	935
National Geography Bee	409	430	452	475
BOCES Spelling Bee	409	430	452	475
Boys Modified Basketball	2222	1882	1983	2084
Varsity Basketball Coach	2897	3045	3200	3364
Jr. Varsity Basketball Coach	2222	2335	2454	2579
Varsity Soccer Coach	1932	2030	2134	2243
Jr. Varsity Soccer Coach	1288	1353	1422	1495
Boys Modified Soccer Coach	1288	1353	1422	1495
Varsity Baseball Coach	1932	2030	2134	2243
Jr. Varsity Baseball Coach	918	965	1014	1066
Boys Modified Baseball	1288	1353	1422	1495
Tennis Coach	1288	1353	1422	1495
Golf Coach	965	1015	1066	1121
Alpine Ski Coach	1932	2030	2134	2243
Asst. Alpine Ski Coach	965	1015	1066	1121
Girls Basketball Coach	2897	3045	3200	3364
Girls JV Basketball	2222	2335	2454	2579
Girls Modified Basketball Coach	2222	1882	1983	2084
Girls Soccer Coach	1932	2030	2134	2243
Girls Modified Soccer Coach	1288	1353	1422	1495
Girls Softball Coach	1932	2030	2134	2243
Girls Modified Softball	1288	1353	1422	1495
Chaperoning Events (Per Hr.)	16	17	18	19
Band Director	965	1015	1066	1121
Chorus Director	483	508	534	561
Athletic Director (+ 1 period)	2092	2199	2311	2429
Enrichment Program Coordinator	805	846	890	935
Imagination Celebration Coord. (2)	650	683	718	754
Math Counts	805	846	890	935
Odyssey of the Mind	409	430	452	475
Wee Warriors Coordinator	Chaperone pay up to 35 hours - one position			
Wee Warriors Coaches	Chaperone pay up to 25 hours - three positions			
Morning Program Coordinator	Chaperone pay up to 30 hours - one position			
Morning Program Team	Chaperone pay up to 20 hours - four positions			
Journalism Club	1932	2030	2134	2243
Art Club	805	846	890	935
Women 21st Century	1153	1212	1274	1339
National Certification			2500	2500

ARTICLE XIII - PAYROLL SCHEDULE

Teachers shall be paid every two (2) weeks beginning on the second Friday after the opening of school. If a scheduled pay day falls in a vacation period, teachers will be paid on the last day of school before vacation or by mail during vacation.

4 Passions gemet