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S-6/23/04

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# Agreement

between the

SUPERINTENDENT OF SCHOOLS

of the

WINDSOR CENTRAL SCHOOL DISTRICT

and the

WINDSOR TEACHERS ASSOCIATION



*July 1, 2004 through June 30, 2007*

Printed compliments of:

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JUN 01 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **Recognition**

The Board of Education of the Windsor Central School District recognizes the Windsor Teachers Association as the exclusive negotiating agent for a unit composed of professional personnel including teachers, coordinators, counselors, psychologists, and registered professional nurses. Such recognition shall last for the maximum period permitted by law.

## **Definitions**

As used in this Agreement:

1. The term "Board" means the Board of Education of the Windsor Central School District.
2. The term "Association" means the Windsor Teachers Association.
3. The term "Superintendent" means the Superintendent of Schools of the Windsor Central School District.
4. The term "Teacher" means any employee represented by the Windsor Teachers Association as his/her collective bargaining agent.
5. The term "District" means the Windsor Central School District.

## **ARTICLE 1** **Opening Negotiations**

Between January 1 and February 1 of the year in which this Agreement terminates, both parties agree to exchange complete proposals. Commencement of negotiations on the same shall begin at a mutually acceptable date.

## **ARTICLE 2** **Negotiation Procedure**

### **2.1. Sharing of Information**

The Board and the Superintendent agree to furnish the Professional Negotiation Committee all information concerning financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the students, community, and teachers.

### **2.2. Tentative Agreements**

The parties agree that, during the period of negotiations and prior to reaching an agreement, the tentative agreements of negotiations shall not be released publicly and unless such an issuance has the prior approval of both parties.

2.3 Distribution of the Agreement

It is agreed that the final document as ratified by the Association shall be reproduced at the expense of the District and 200 copies shall be made available to the Association for distribution to all teachers covered by this Agreement.

**ARTICLE 3**  
**General Provisions**

3.1 Supremacy of Labor Agreement

This Agreement shall supersede any rules, regulations, or practices of the administration which shall be contrary to or inconsistent with its terms.

3.2 Savings Clause

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

3.3 Changes in Mandatory Terms and Conditions of Employment

Before a policy is adopted by the Board which involves a mandatory subject of negotiations that affects teachers' wages, hours, or which substantially affects other terms and conditions of employment not covered by this Agreement, the Association will be notified in writing and negotiations shall begin within fifteen (15) days.

3.4 Individual Agreements

Any individual arrangement, agreement, or contract executed, with an individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of this Agreement. During its duration, this Agreement shall be controlling.

3.5 Subcontracting

Professional services now performed by teachers represented by the Association shall not be performed by any non-member of the unit or subcontracted to any other party without involvement and study with the Association. This provision is meant solely to prevent performance contracting, or the like, without prior involvement and study with the Association and is not meant to restrict the normal use of substitutes or other personnel in emergency situations, or participation in BOCES services and/or shared services.

3.6 Finality of Negotiations

This Agreement shall not be the subject of negotiations until commencement of negotiations for a successor to this Agreement except through mutual consent of both parties.

3.7 Reservation of District Rights

Except at expressly limited by provisions of this Agreement, the authority rights and responsibilities delegated under law to this Board, are retained by said Board; included, but not limited to, the right to determine programs, objectives, and policies of the District, the curriculum and the selection, hiring, appraisal, promotion, assignment, discipline, transfer, and discharge of employees, as permitted by law, to establish, classify and allocate new positions and to reclassify, reallocate and eliminate existing positions, as the law permits; and to do all else the law may dictate, require or permit this Board in the discharge of its duties to provide public education within this public school district.

**ARTICLE 4**  
**Teacher-Administrator Liaison**

4.1 Preface

The parties hereto recognize that the Board is legally charged with the responsibility of enacting policies and governing the operations of the District. The parties are also cognizant of the fact that they are jointly concerned with the formulation of basic educational policies and other long-range educational goals. To foster mutual participation in the discussion of such policies, and to make available to the Board, through the Superintendent as its chief executive officer, the views and the professional expertise of the teaching staff, a teacher-administrator liaison has been established.

The District and the Association shall mutually continue to review, study, and effectuate improved teaching methods, plans, programs, curriculum, and other innovative means to improve schools, education, and training of students.

4.2 Liaison on the Building Level (Building Professional Council)

- a. In each school building there will be a Building Professional Council (BPC). At the Alice Freeman Palmer Elementary School/Windsor Central Middle School, there will be a BPC for the elementary school, and another BPC for the middle school.
- b. The Building Principal and/or his/her designee, the elected Chief Building Representative of the Association and two other representatives of the Association elected by that building unit shall serve. All members of the BPC, or designees, shall be members of the building they represent.
- c. The BPC shall establish, at the beginning of each school year, a calendar of meeting at least bi-monthly in frequency, which shall be posted and made known to the teachers. Other meetings may be requested by either the Building Principal or the Building Representative.

These meetings shall be held to identify, discuss, and determine current and/or long term school problems, common goals and problems, long-term plans and practices, strategy and philosophy of education, long-range building needs,

building design, curriculum, the administration of this Agreement and other matters of professional concern as they relate to the building.

- d. There shall be an agenda established for each meeting, each member having the privilege of contribution to the agenda. The selection of the next chairperson shall be an agenda item for each meeting.
- e. One member of the BPC shall serve as secretary. The minutes of the meeting shall be read and approved for accuracy by all members of the BPC before the adjournment of the meeting. The minutes shall be distributed to the staff following each meeting of the Council.
- f. The BPC may appoint subcommittees, as needed, to study and report on areas of special concern.
- g. Nothing contained herein shall limit the right of the Building Principal to consult with individual staff members, or with groups of staff members, if (s)he so desires.

#### 4.3 Liaison at the District Level (District Professional Council)

- a. There shall be a District Professional Council (DPC) composed of the Chief Building Representatives of the Association, the Association President and Vice-President or designees, together with the Superintendent and/or his/her designated representatives.
- b. The DPC shall meet monthly during each school year. These meetings shall be held to identify, discuss and determine current school problems, common goals and problems, long-term plans and practices, strategy and philosophy of education, long-range building needs, building design, curriculum, the administration of this Agreement and other matters of professional concern as they relate to the District.
- c. There shall be an agenda established for each meeting, each member having the privilege of contributing to the agenda. The selection of the next chairperson shall be an agenda item for each meeting.
- d. The DPC may appoint subcommittees, as needed, to study and report on areas of special concern.
- e. One member of the DPC shall serve as a secretary, unless unanimously agreed upon to the contrary by members of the DPC. The minutes of the meeting shall be read and approved for accuracy by all members of the DPC before the adjournment of the meeting. The minutes shall be distributed to the staff following each meeting of the DPC.
- f. Those recommendations of the DPC in which the Superintendent and his representatives concur shall, if appropriate, be forwarded to the Board for action. The Superintendent shall advise the DPC of any action taken by the Board with respect to those items recommended by the DPC to the Board. In the event that a majority of the DPC agree on a recommendation, but the Superintendent and his representatives do not concur, the Association, through its members on the DPC

shall have the right to forward such recommendations, as recommendations from the Association, through the Superintendent to the Board for consideration. Nothing contained herein shall be construed to limit the right of the Superintendent to make his judgments and recommendations known to the Board with respect to such items.

- g. Nothing contained herein shall limit the right of the Superintendent to consult with individual staff members, or with groups of staff members, if (s)he so desires.

#### 4.4 Role of BPC & DPC to the Terms of this Agreement

Any dialogue between the Building Professional Councils and the District Professional Councils shall not supplant or modify negotiations entered into between District and the Association pursuant to this Agreement.

## **ARTICLE 5**

### **Academic and Individual Freedom**

#### 5.1 Academic Freedom

The parties seek to educate young people in the democratic tradition. It is recognized these values can best be transmitted in an atmosphere which provides for free inquiry and learning and in which academic freedom for teacher and student is encouraged. Subject to accepted professional standards and educational responsibility, academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon teaching methods, study, investigation, and interpretation of facts and ideas.

#### 5.2 Individual Freedom

- a. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the District.
- b. The religious or political activities of a teacher, or the lack thereof, shall not be grounds for any disciplinary action or discrimination, unless such activities conflict or interfere with the fulfillment of the teacher's duties or professional responsibilities.

## **ARTICLE 6**

### **Teacher Employment**

The Board and the Association recognize the recruitment of competent, professional teachers is of major importance to both parties. It is agreed, therefore, that in the event there are vacancies or new openings which cannot be filled by existing staff, there shall be an active recruitment procedure, hereby established, with the following minimum essentials:

6.1 Salary Credit for Prior Experience

All newly employed teachers may receive salary credit for prior experience, including up to two (2) years credit for military, Peace Corps, VISTA, or National Teacher Corps, at time of initial employment. Prior accumulated sick leave days may be transferred up to a total of twenty (20) days as agreed at the time of initial employment.

6.2 Hiring Procedures

Two members selected by the appropriate Building Council shall be afforded an opportunity to help screen prospective teachers including interviewing, except in emergency appointments where time does not permit.

- a. Teacher recommendations shall be submitted, in writing, to the appropriate administrator and they will be maintained on file.
- b. The appropriate administrator will then make recommendations to the Superintendent.

6.3 Notification of Newly Hired Teachers

The Superintendent shall notify all new personnel to the specific position for which he/she has been hired.

6.4 Notification of Evaluation Procedures

All employed teachers shall be advised as to the evaluative procedures and instruments provided by this Agreement.

## **ARTICLE 7**

### **Teacher Assignment, Transfer, and Promotion**

7.1 Notice of Teaching Assignment for New Teachers

The Superintendent, or his/her designee, shall assign all newly hired personnel to their specific positions and shall give notice of their salary and assignment as soon as feasible. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificate except as allowed by regulation and/or law.

7.2 Teaching Assignments for Returning Teachers

Teachers shall be notified, in writing by the date of the first teachers' paycheck in September, of their salary for the coming year. If the successor contract has not been completed, such notice shall be given within thirty (30) days after an agreement has been reached containing a provision with respect to salary between the Board and the Association. Barring any unforeseen and unanticipated circumstances, by the last regularly scheduled day of the school year, each returning teacher shall be notified of his/her tentative teaching assignment for the next school year, including the school in which the teacher will be assigned, the grades and/or subjects the teacher will teach, and any specific or unusual classes the teacher will teach. Barring any unforeseen and unanticipated circumstances, final notification of such information will be given by August 1.

7.3 Vacancies

- a. The Superintendent shall have posted on all faculty bulletin boards in all school buildings, and shall send to the Association President, a list of professional vacancies and new positions, as well as general qualifications, as they occur for the current or the next school year. Said notices shall include, but not be limited to, a description of the position, the educational and professional prerequisites, and the tentative location and level of this position. Should a vacancy occur the District will post the opening on the District Website.
- b. Any teachers who desire to apply for such vacancy so listed shall submit their applications, in writing, to the Superintendent. Board appointments will not be made within ten (10) days of posted notice. The method of applying for the position will be clearly set forth in the notice.

In the event that any teacher desires to be considered for any vacancy that may arise over the summer, such teacher shall, on or after May 1 and before June 30 submit a letter to the Superintendent describing, in detail, the position(s) such teacher desires to be considered for in the event that a vacancy arises. Such teacher shall be given the same consideration as any teacher who applies pursuant to the actual posting. All such notices shall be purged from the Superintendent's files at the commencement of the school year.

All teachers that apply shall be interviewed as per Section 6.2 and shall be advised as to the filling of the vacancy. Unsuccessful applicants shall, upon request, be provided with explanations as to why they did not receive the appointment.

- c. Among the criteria used in evaluating requests for filling vacancies are:
  1. certification for the position;
  2. educational qualifications, i.e. degrees, graduate hours;
  3. seniority: if two or more teachers having similar qualifications have requested appointment to the same vacancy, applicants shall be given preference according to:
    - (i) length of service within the affected department or in the elementary school programs in the District.
    - (ii) length of teaching experience in the District.
    - (iii) length of total teaching experience.
  4. demonstrated competence.
- d. Bargaining unit members will receive priority over outside applicants where, in the judgment of the District, the qualifications of the applicants are equal.
- e. In the event that an employee is selected to a position outside his/her current tenure area, it is explicitly understood that such employee will commence a new probationary appointment in accordance with applicable provisions of law.

#### 7.4 Involuntary Transfers

It is recognized that some involuntary transfer of teachers from one building to another or reassignment within a grade or tenure area may be unavoidable, but shall be held to a minimum. Notices of such involuntary transfer shall be given to teachers in writing as soon as determined. When transfers are necessary to classrooms and counseling positions for which there are no previous applicants, volunteers shall be sought for such positions and no involuntary transfer shall be made unless it has not been possible to locate in adequate number of volunteers after a good faith effort for a period of ten (10) working days. Volunteers shall be transferred or reassigned first. When an involuntary transfer or reassignment is necessary, consideration shall be given to seniority in the district. Any position that reopens in the teachers' certification and/or tenure area shall be first offered to said teacher.

#### 7.5 Listing of Bargaining Unit Members

As soon as possible each school year, the Superintendent shall make available to the Association a roster showing names and salaries of all teachers employed by the District. Said roster shall include the names, addresses, and positions of all teachers employed by the District including new teachers hired by the District.

## **ARTICLE 8**

### **Teacher Facilities**

#### 8.1 School Facilities

Each school shall have the following facilities:

- a. A serviceable desk and chair at each teaching station for the use of academic and special teachers assigned there. For each teacher regularly assigned to a building, a desk or other equivalent facility shall be provided. File space in which academic and special teachers may safely store instructional materials shall be provided.
- b. An appropriately furnished room will be reserved in each school building for teachers to use as a faculty lounge.
- c. Well-lighted, clean teachers rest rooms with adequate furnishings and maintenance.
- d. A dining area for the use of teachers in the senior high school, middle school and the elementary schools, which shall be cleaned daily.
- e. The Board shall provide adequate parking for teachers at all schools in designated areas.
- f. Repairs in each classroom are to be made within a reasonable time after being reported to the Unit Principal by the teacher. If the repairs cannot be done expediently, the teacher will be notified of the reasons.

- g. Teachers shall have the right to use telephones to make local calls when the phones are available. When a teacher wishes to discuss private or confidential matters concerned with his/her official teaching duties, the principal shall make every effort to provide a telephone, the location of which insures privacy of conversation. There shall be an inter-school communications system set up that will normally assure delivery of letters, packages, books, films, etc., within the next working day.
- h. All academic rooms in which a teacher is required to work shall have appropriate blackboard space and appropriate audio-visual equipment shall be made available on a shared basis.
- i. Each school building shall contain an appropriately furnished work room containing such equipment as is necessary for the purpose of developing instructional materials.
- j. Each teacher shall be provided reasonable access to his/her assigned building.
- k. Where possible, the District shall make accessible a private telephone for the use of teachers in contacting parents and other appropriate personnel.

## **ARTICLE 9**

### **Association Rights and Privileges**

#### 9.1 Use of School Facilities

The Association may use school buildings and facilities at reasonable times outside the teacher's day for its meetings and other business provided that such use will not conflict with previously scheduled school events. The use of such facilities will be requested in advance of any meetings.

#### 9.2 Informal Meetings of Teachers

This shall not preclude the use of the buildings by the teachers for small informal meetings during the teacher's day provided there is no interference with instructions or teacher responsibility.

#### 9.3 Intra-School Communications

The Association shall have the use of school bulletin boards, mailboxes, and the normal communication systems provided the material includes the name of the person responsible for the distribution

#### 9.4 Duplicating Equipment

Duplicating equipment and services shall be made available to the members of the Association as long as its use does not interfere with duplication for instructional purposes. There will be no charge except for supplies, which shall be paid for at school cost.

- 9.5 Orientation Program  
The Association shall be given the opportunity to meet with all new teachers during any orientation program set up by the administration and may appear and speak to the faculty.
- 9.6 Representative Assembly and Retirement Conference  
Officers and members of the Association, or their designees may in the context of proper representation, attend the NYSUT Representative Assembly and the NYS Retirement Conference without loss of pay or sick and/or personal days.
- 9.7 Faculty Meetings  
The Association will be given time for Association business at the end of scheduled faculty meetings in any building.
- 9.8 Attendance at School Sponsored Events  
Each bargaining unit member will be entitled to attend all sponsored school events free-of-charge when the event is held in the District.
- 9.9 No Reprisals  
There shall be no reprisals of any kind taken against any teacher on account of membership in the Association or participation in the activities of the Association.
- 9.10 Grievance Chairperson  
The Chairperson of the Grievance Committee shall be released from his/her duties, as necessary, to attend grievance proceedings without loss of pay or sick and/or personal days.
- 9.11 Grievance Proceedings  
All Association personnel personally involved in and required to attend grievance proceedings shall be given leave from duties without loss of pay, not to be deducted from sick and/or personal days.
- 9.12 Board Agenda  
A copy of the proposed agenda for each meeting of the Board shall be forwarded to the Association President at the same time, it is sent to Board members and a copy of the approved minutes of each meeting shall be forwarded to the Association President.
- 9.13 Teacher Workshops  
The President of the Association shall appoint at least three (3) teachers; the Superintendent shall appoint three (3) administrators; the appointees shall serve on a committee to develop plans, specifications, and goals for teacher workshops to be conducted during the term of this Agreement. These workshops are to be designed to enhance the educational program and professional level of attainment of the members of the faculty. The detailed plans developed by the committee are to be submitted to the Superintendent for his/her approval.

9.14 Association Business Days

The District shall grant the Association five (5) Association Business Days per year in order to conduct Association business. These days shall be at the disposal of the Association President with proper notification to the appropriate Principal or Superintendent. This time may be used in increments of as small as half days. In cases of other than an emergency nature, proper notification shall be at least two (2) days. If additional days are needed they may be granted by the Superintendent.

**ARTICLE 10**  
**Teaching Hours - Work Year**

10.1 Teachers' Workday

- a.
  1. The Board and the Association agree the length of the teachers' day shall be determined by the professional responsibility and obligation of the teachers. It is expected teachers will be in the building such time before and after school as to meet with such professional responsibilities as consulting with students and parents; attending committee, departmental, and staff meetings. No teacher shall be required to remain after the pupil instructional day to perform any unreasonable, inequitable, or unprofessional services.
  2. During the end-of-year Regents Week, teachers will be released from on-site attendance by the principal when said attendance is not necessary to complete their professional responsibilities. Said release shall be accomplished by conferring with the Building Principal.
  3. On the Friday before the final week of school attendance, elementary students shall be released from school for the afternoon. Teachers shall remain at their building to complete end of year tasks.
- b. The instructional day for classroom teachers shall be determined by the Unit Principal after conferring with the Building Professional Council.
- c. Teacher supervision of official extracurricular activities shall be by application and approval by the Board. Teachers shall be compensated for such supervision in accordance with the provisions set forth in this Agreement.
- d. Meetings - notices of meetings to take place before or after the beginning of the school day shall be announced and posted at least one (1) week in advance whenever feasible and it is recommended that the agenda be distributed prior to the meetings.

10.2 Teachers' Work Year

- a. The instructional calendar for teachers will be 186 days. This shall include 180 instructional days.
- b. Unit members excluding Middle/High School Guidance Counselors and Registered Nurses, will participate in two days of professional development activities prior to the opening of school each year. Bargaining unit members who

are absent from work on these professional development days for legitimate reasons as defined in the contract (with exception of personal leave days), will lose pay for such days and will not be charged leave time.

Personal leave days used will be charged against the maximum personal leave days as a 0.50 personal leave day, and will not result in loss of pay.

Building principals shall be notified of absence due to illness on professional development days. Personal leave procedure shall be followed as per Article 15.2(b) of the bargaining unit agreement.

Such days will be selected by the Superintendent and the President of the Association by the close of the preceding school year. Such days will be paid at the hourly curriculum writing rate, and such pay will be included in the base pay for calculating raises in each subsequent year.

- c. If snow days remain in the calendar at the end of June, up to two (2) of these days will be allowed as release time for teacher year-end record-keeping responsibilities.

### 10.3 Registered Professional Nurse Work Day and Work Year

#### a. Work Day

High School:	7:45 am to 3:45 pm including lunch
Palmer Elementary/Middle School:	7:45 am to 3:45 pm including lunch
Bell School:	8:30 am to 4:00 pm including lunch
Weeks School:	8:30 am to 4:00 pm including lunch

Each registered professional nurse will be scheduled for a daily thirty (30) minute lunch period during which each will remain "on call" for emergency situations.

Should the times for starting and ending work need to be adjusted, this will be accomplished by the Building Principal after conferring with the respective Building Professional Council

#### b. Work Year

1. The work year for each full time registered professional nurse shall be 186 days.
2. The 186 days of work is inclusive of any snow days that may occur during the work year. With regard to snow days, registered professional nurses and teachers are to be treated in the same manner.
3. Registered Professional Nurses may be assigned to work during the summer recess at an hourly rate of 1/1400<sup>th</sup> of their annual salary.

**ARTICLE 11**  
**Class Size and Teaching Load**

**11.1 Preface**

The Board and the Association agree class size is a condition of employment only to the extent that educational policy on class size is implemented in a fair and equitable manner. Therefore, the Board accepts the following guidelines:

**11.2 Elementary**

- |                      | <u>Average</u> |
|----------------------|----------------|
| a. Kindergarten      | 18 - 25        |
| Primary Grades (1-3) | 20 - 28        |
| Grades (4-6)         | 20 - 28        |
- b. Preparation periods for each elementary unit will be equalized as is administratively feasible and teachers shall not be required to supervise students while physical education, art, music, library, or when other special instruction is taking place.
- Art, music, library, and physical education class schedules shall be established by the building principal and every effort shall be made to limit the number of special classes on a given day for an elementary classroom, and to provide a daily preparation period which would average in a normal week a minimum of one class period or 40 minutes per school day for all elementary classroom teachers, both regular and special.
- c. Where it is administratively feasible, equalization of class loads shall be maintained.
- d. When an emergency necessitates exceeding the guidelines of class size for a teacher, assistance shall be provided in a manner deemed most practical by the teacher and the building principal.
- e. Elementary teachers and Unit Principals shall consult each other concerning the organization of their classes in respect to planning for any special curriculum or instructional needs on a grade level basis.

**11.3 Middle School**

- a. At least one daily preparation period, the length of which shall be equal to one class period, shall be scheduled in each secondary teacher's load.
- b. The number of different lesson preparations shall be kept to a minimum, consistent with the nature of the subject, size of the department, the special offerings of the department, and the special competencies of the teacher.
- c. The daily average number of students per cycle shall average within the range of 115-125 in all subject areas meeting daily 5 times per week or as per cycle, except in art, music, practical arts, home economics, business education, special education and physical education where facilities or activities might tend to lower or raise the range.

- d. Homeroom duties, when required, shall be assigned and shared by all staff members assigned to a building, except where specialized District duties conflict with assigned homeroom responsibilities.
- e. Duties such as study halls, which are necessary for effective operation of the school building, will be assigned and shared in an equitable manner by all the teachers assigned to the building except where specialized assignments conflict with the duties.

In addition to the non-teaching duties routinely performed by teachers at the middle school, volunteers will be assigned to perform cafeteria and hall duty. In the event that there are insufficient volunteers to provide adequate coverage of these duties, the building principal may assign department coordinators or teachers hired after July 1, 1994 to perform these duties.

- f. The Administration and Department Coordinators shall endeavor to cooperate in the creating equitable teaching load for every teacher. The practice of over enrollment is discouraged and viewed only as an emergency situation.

#### 11.4 Secondary

- a. At least one daily preparation period, the length of which shall be equal to one class period, shall be scheduled in each secondary teacher's load.
- b. The number of different lesson preparations shall be kept to a minimum, consistent with the nature of the subject, size of the department, the special offerings of the department, and the special competencies of the teacher.
- c. The daily average number of students per cycle shall average within the range of 115-125 in all subject areas meeting daily 5 times per week or as per cycle, except in art, music, practical arts, home economics, business education, special education and physical education where facilities or activities might tend to lower or raise the range.
- d. Homeroom duties, when required, shall be assigned and shared by all staff members assigned to a building, except where specialized District duties conflict with assigned homeroom responsibilities.
- e. Duties such as study halls, which are necessary for effective operation of the school building, will be assigned and shared in an equitable manner by all the teachers assigned to the building except where specialized assignments conflict with the duties.

In addition to the non-teaching duties routinely performed by teachers at the high school, volunteers will be assigned to perform cafeteria and hall duty. In the event that there are insufficient volunteers to provide adequate coverage of these duties, the building principal may assign department coordinators or teachers hired after July 1, 1994 to perform these duties.

- f. The Administration and Department coordinators shall endeavor to cooperate in creating equitable teaching load for every teacher. The practice of over enrollment is discouraged and viewed only as an emergency situation.

11.5 Lunch - (Elementary and Secondary)

Teachers shall have a 30-minute, duty-free lunch period per day.

## **ARTICLE 12**

### **Textbooks and Supplies**

The District will provide teachers with textbooks, instructional materials and supplies for the accomplishment of educational goals and objectives. Teachers shall be consulted concerning textbooks and supplies as part of the budgeting process. Budget requests shall not be altered without notifying the teacher of the alteration.

## **ARTICLE 13**

### **Personnel Files**

13.1 Maintenance of Personnel File

All personnel files shall be maintained under the following circumstances:

- a. All observations, evaluations, and materials pertaining to a teacher's job performance will be placed in a teacher's personnel file. The teacher will have an opportunity to review such materials and affix his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such documents, and the answer shall be attached to the file copy. Such answers must be made within ten (10) working days of the date on which the document was signed by the teacher.
- b. Teachers will have the right, upon request and in the presence of the Superintendent or his/her designee, to review the contents of their personnel files, except for legally confidential materials, and to make copies of any non-confidential documents in it. A teacher may elect to be accompanied by a duly elected Association representative during such review.
- c. References and information obtained prior to employment of the teacher shall remain confidential and shall not be released by the District to the teacher.
- d. There shall be only one official personnel file which shall be maintained in the District office. It is understood that other District employees may retain material in other files which directly or indirectly contain information about a teacher. Examples of such information that might be retained elsewhere other than in the official personnel file include, but are not limited to, evaluations retained by the Building Principal, salary related information contained in the business Office, correspondence maintained in correspondence files, etc.

- e. Any material to be placed in the official personnel file must be placed with such file within ninety (90) calendar days of the time the District knew, or should have known, of the event(s) set forth in the material to be placed in the official personnel file.
- f. All materials other than administrative classroom evaluations placed into a teacher's personnel file which the teacher disputes shall be removed if: a committee comprised of two (2) members appointed by the President of the Association and two (2) members appointed by the Superintendent rule that such material is false or inaccurate.
- g. College transcripts for the official personnel file requested by and actually submitted to the District by bargaining unit members become the property and responsibility of the District. Once received, replacement cost for any additional transcripts required by the District shall be paid by the District.

## **ARTICLE 14**

### **Teacher Evaluation**

#### **14.1 Changes in Procedures**

All teachers shall be advised by the administration of changes in evaluative procedures and instruments.

#### **14.2 Observations and Evaluations**

There shall be a compilation of periodic observations of a teacher's professional services made prior to any formal evaluation. Evaluations for all members of the bargaining unit will be made annually. Probationary and part-time members will be evaluated at least twice annually, and tenured members will be evaluated at least once annually. All evaluations shall be completed by June 1 of each year.

#### **14.3 Formal Evaluations**

A formal evaluation shall cover all aspects of the teacher's professional service and not merely classroom observation reports.

#### **14.4 Evaluation Continuity**

Evaluation records shall show evidence of continuity and a variety of services examined.

#### **14.5 Reports**

Each teacher shall be provided with a copy of each evaluation report.

#### **14.6 Suggestions for Improvement**

Each teacher shall be provided suggestions to overcome any professional difficulties that may arise and shall be allowed time to incorporate the recommended changes.

#### **14.7 Open Observations/Evaluations of the Teacher**

All administrative classroom observations/evaluations of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness.

14.8 Written Evaluations

Written evaluations shall not be made by any members of the bargaining unit. Nothing shall prevent Department Coordinators or other teachers from observing and giving informal critiques of a teacher's performance, but nothing shall be reduced to writing.

14.9 District Professional Council

Changes in evaluative procedures and methods must enter the framework of the District Professional Council as cited in Article 4.

## **ARTICLE 15**

### **Paid Leave**

15.1 Sick Leave

- a. Sick leave is for personal illness of such a nature to render a bargaining unit member unfit to work.
- b. Each bargaining unit member shall be entitled to fourteen (14) paid sick days per school year.
- c. At the end of each school year, the unused portion of the sick leave allowance shall be cumulative to a final unlimited number.
- d. Bargaining unit members shall be permitted to utilize up to seven (7) sick leave days per year for serious illness in the immediate family. Immediate family includes spouse, child, parent, mother-in-law, father-in-law or member of the household. Family illness days can be extended by approval of the Superintendent of Schools; if granted additional sick days may be utilized for serious illness in the family.
- e. Sick leave days will be pro-rated for employment exceeding ten (10) months.

Teachers who work on a per diem basis during the month of July and/or August shall be granted sick leave days in addition to the sick leave days provided for in Section 15.1(b) above, in minimum units of one (1) day for every eighteen (18) days of regular employment during the months of July and August up to a maximum of two (2) sick leave days for thirty-six (36) or more days of regular employment during said months.

1. For the purpose of determining eligibility for the additional sick leave days provided for above, the following conditions shall apply:
  - i. Regular employment is defined as a workday of at least four and one half hours. Workdays of fewer than four and one half hours may not be used as credit in computing the eighteen day minimum unit defined above.

- ii. Days of regular employment worked during the month of July in any given fiscal year may be carried over as a credit towards days worked during the month of August in the same fiscal year. Days of regular employment worked during the month of July and/or August of one fiscal year may not be carried over as a credit towards days worked during the months of July and/or August in a succeeding fiscal year.
- f. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay, unless qualifying for inclusion of benefits under the sick leave bank, for the duration of such illness or disability for a period through and including the end of the academic year succeeding the academic year in which such illness or disability commenced.
- g. Notification of individual total accumulated sick leave shall be made available to all teachers each year by October 1.

#### 15.2 Personal Leave

- a. Personal Leave is for matters that cannot be conducted any other time than during a regular school day. Personal days may not be used for the purpose of extending holidays or recesses. Personal days may not be taken for personal gain. Forms provided by the Superintendent are to be used to make application for reimbursable personal leave and reason need not be given for use of such personal days. Two (2) days shall be available for Personal Leave each year. Additional days may be granted by the Superintendent.
- b. A teacher requesting to use personal leave will submit the request form to the Superintendent at least two days in advance of the day(s) requested. In the occasion of an unforeseen event that would necessitate less than a two day notice, the teacher will contact the Superintendent, or if unavailable, the building principal to request a variance from the two day notice requirement.
- c. Unused personal days shall be permitted to accumulate as sick leave in accordance with Section 15.1(c) above.

#### 15.3 Bereavement Leave

- a. All bargaining unit members shall be entitled to five (5) paid leave days per death in the family. Family shall be defined as spouse, parent, brother, sister, child, step mother, step father, step children, mother-in-law, father-in-law, grandparents, grandchild, or members of the employee's immediate household.
- b. All bargaining unit members shall be entitled to two (2) paid leave days per death for a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, spouse's aunt, spouse's uncle, or spouse's grandparent.
- c. Additional days may be granted by the Superintendent for bereavement leave.

## **ARTICLE 16**

### **Other Paid Leaves**

#### **16.1 Sick Leave Bank**

- a. A sick leave bank shall be established and maintained for bargaining unit members at a number of days equal to the number of staff at the beginning of the contract year.
- b. No bargaining unit member will be entitled to apply to the sick leave bank unless:
  1. all current and accumulated sick leave days have been exhausted; and
  2. acceptable medical evidence is provided at appropriate intervals including diagnosis of the disability, prognosis for recovery and estimated length of disability.
- c. It is understood that the sick leave bank is to be utilized only for catastrophic and long-term extended illnesses usually recognized as such by the medical profession.
- d. No employee shall be eligible to draw more than one hundred days (100) for any single instance of illness. If an employee has utilized the full allotment of one hundred (100) days for any single instance, such employee may apply to the sick leave bank committee for an extension of up to thirty (30) additional days.
- e. A committee shall be established to review and approve requests for use of the bank. In the event the committee has any questions as to the nature of the illness the School Physician may be requested to explain in more detail the nature of the disability. The information provided by the School Physician will be a general explanation of the disability and shall not be based on any examination by the School Physician unless the District has required such examination pursuant to Section 913 of the Education Law.
- f. This committee shall consist of two (2) members appointed by the President of the Association and two (2) members appointed by the Superintendent of Schools. In the event that the four (4) members of the committee are unable to agree upon a request, the members shall select a mutually agreeable fifth member for the purpose of making a final determination on such request. The decision of the committee shall be final and not subject to grievance.

#### **16.2 Conferences**

Conference attendance as approved per the contract will not be charged as personal leave.

#### **16.3 Jury Duty**

Teachers, upon notice to the Superintendent, shall be permitted absence with pay to comply with official summons for jury duty and court appearances not involving the teacher as a party in the proceeding. Payment for such appearances, less mileage and

other expenses, will be remitted to the District. Such leave will not be charged against personal leave.

#### 16.4 Military Leave

Teachers absent on Military Duty shall have all rights and privileges accorded by Sections 242 and 243 and other pertinent provisions of the New York Military Law, as the same may be amended from time to time. Such leave shall not be charged against personal leave.

## **ARTICLE 17**

### **Leaves of Absence**

#### 17.1 Parental Leave

- a. Parental leave is defined as leave to care for a newly born or adopted child and shall be granted for periods not to exceed two (2) years, with the end of such leave to coincide with the commencement of a marking period. Requests for such leave must be made to the Superintendent at least thirty (30) days before the intended date of leave. If a teacher wishes to return prior to the expiration date of a leave, such return may be effectuated upon a mutual arrangement between the teacher and the Superintendent.
- b. Teachers returning from parental leave shall receive the same level of salary which they were receiving when the leave commenced except teachers commencing leave after five full months of service shall receive the next highest level of payment when returning in another school year. There shall be no loss of accumulated benefits or tenured rights upon returning to employment.

#### 17.2 Military

Military leave will be granted to any teacher who is required to serve in any branch of the Armed Forces of the United States. Upon return from such a leave, a teacher will be placed at the level which he/she would have achieved had he/she remained actively employed in the system during the period his/her absence, up to a maximum of two (2) years subject to the provisions of the New York State Education Law.

#### 17.3 Teacher Training Exchange Leave

The Board may grant an unpaid leave of absence of up to two (2) years to any tenured teacher for the purpose of participating in exchange teaching programs in other states, territories, or countries, in foreign or military teaching programs, provided said teacher states his/her intention to return to the school system. Upon return from such a leave, a teacher will be placed at the same level as he/she would have been had he/she taught in the District during such period.

#### 17.4 Unpaid Leave of Absence

The Board may grant an unpaid leave of absence of up to two (2) years to any teacher for any reason.

## **ARTICLE 18**

### **Sabbatical Leave**

#### **18.1 Procedures**

In the interest of fostering professional performance and encouraging independent research, achievement and professional growth, a tenured teacher, permanently certified, may be granted a sabbatical leave of absence after his/her seventh consecutive year of teaching in the District, subject to the following conditions:

- a. Application for sabbatical leave will be reviewed by the District Professional Council, who, in turn, will make its recommendations to the Superintendent. The Superintendent will make recommendations to the Board for persons to receive sabbatical leave.
- b. Once percent of the eligible professional staff will be permitted to be absent on sabbatical leave of absence at any one time.
- c. Written requests for sabbatical leave will be submitted to the Superintendent no later than February 15th of the school year preceding the school year for which the request is made. The award of sabbatical leave(s) will be made by the Board no later than April 15th of the school year prior to the school year for which the awards are made.
- d. A teacher on sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he/she would have received were he/she occupying his/her regular assignment.
- e. The teacher will return to the District after completion of the leave and remain for two (2) school years or refund the compensation paid him/her by the District.

#### **18.2 Salary**

Sabbatical leaves will be granted at the rate of one half salary for one (1) full academic year for those teachers with seven (7) years of service in the District and three-fourths (3/4) salary for those teachers with ten (10) years or more of service in the District.

#### **18.3 Sabbatical**

The granting of sabbatical leave shall be at the discretion of the Board of Education.

## **ARTICLE 19**

### **Adult Education, After-School Teaching, Home Teaching**

#### **19.1 Adult Education**

- a. No position shall be filled by a teacher not employed by the District if there is a qualified applicant for such a position who is employed by the District.

- b. A teacher who has filled an adult education position and has performed satisfactorily shall be appointed to the same position in the following year, if the position is needed.
- c. All openings for adult education positions shall be posted in the faculty rooms as soon as possible, so all interested teachers might apply.
- d. When applicants for adult education positions exceed the positions available, the best qualified applicant shall be selected. In making such selections, the District shall consider the teacher's area of competence, major or minor fields of study, quality of teaching performance, record of attendance, years of service in the District and frequency of prior applications for adult education positions.
- e. Reimbursable Rates
  - (1) Figured on teacher's current 10-month salary
    - (i) 1/1400 per hour of salary
      - a. For class of 90 minutes, 30 minutes of preparation time figured.
      - b. For class of 45 minutes, 15 minutes of preparation time figured.
    - (ii) Laboratory or supervisory type activities would be figured on a straight hourly basis.
    - (iii) No adult education teacher shall receive less than \$10 per hour or more than \$15 per hour.
- f. The unit member in charge of the Adult Education program, as appointed by the District, will be eligible for a stipend of \$2,300. per annum if three (3) or more adult education courses are conducted each semester.

19.2 After-School Teaching and Home Teaching

- a. Teachers shall be reimbursed for after-school teaching and home teaching in accordance with the formula set forth in subsection e of Section 19.1 of this article. Teachers must possess the appropriate certification to qualify for the kinds of employment as described in this paragraph.
- b. After-school teaching and home teaching positions shall be posted on all faculty bulletin boards in all school buildings. The posting shall include, but not be limited to, a description of the position, the educational and professional prerequisites, and the tentative location of the position.

Teachers shall be given priority in filling the above positions.

**ARTICLE 20**  
**Summer School**

20.1 Priority of District Teachers

No positions shall be filled by a teacher not employed by the District if there is a qualified applicant for such a position who is employed by the District.

20.2 Posting Positions

All positions for summer school shall be posted in the faculty rooms as soon as possible, so all interested teachers might apply.

20.3 Prior Service

A teacher who has filled a summer position and has performed satisfactorily shall be appointed to the same position in the following year.

20.4 Selection Procedures

When applicants for summer school positions exceed the positions available, the best qualified applicant shall be selected. In making such selections, the administration shall consider but not be limited to the teacher's area of competence, quality of teaching performance, and years of service in the District.

20.5 Leaves of Absence

Summer school teachers may be granted a leave of absence from school after four (4) consecutive years of service or when in conjunction with a sabbatical leave, for one year, upon written request. Teachers on leave of absence from summer school shall not forfeit thereby their right to a position in summer school for the year following such a leave. Teachers assigned to summer school positions as replacements for teachers on leave shall be so informed at the time of their assignment.

20.6 Rates for Summer School

- a. Figured on teacher's current 10-month salary
  - (1) 1/1400 per hour of salary
    - a. For summer class of 90 minutes, 30 minutes of preparation time figured.
    - b. For summer class of 45 minutes, 15 minutes of preparation time figured.
  - (2) Laboratory or supervisory type activities would be figured on a straight hourly basis.
  - (3) No summer school teacher shall receive less than \$15.00 per hour.

**ARTICLE 21**  
**Department Coordinators**

21.1 Identification of Departments and Criteria for Establishing Departments

- a. All departments with three (3) or more members in grades (6-12) may have a department coordinator. Each teacher in the department is a member of that department. Where the number of teachers in a department is less than three (3), the department may be combined with a related department as determined by the Superintendent and teachers in the department concerned.
- b. All coordinators shall be considered the instructional representatives of their departments.
- c. Department Coordinators will report directly to the Superintendent or his designee.

21.2 Minimum qualifications for position of Department Coordinator

- a. Be a tenured and permanently certified teacher.
- b. Have at least three (3) years' teaching experience in the subject area within the District; and
- c. Have a demonstrated ability to work well with other department members and possess leadership abilities.

21.3 Screening and selecting applicants for the position of Department Coordinators

- a. The position of department coordinator is for a two year term of office. If someone is appointed to a position during the two year term, their appointment will be for the completion of that term.
- b. A vacancy announcement will be made prior to the end of the term of office to allow teachers meeting the minimum qualifications to apply. This vacancy announcement will be made consistent with the provisions of section 7.3 of this contract.
- c. The Superintendent shall solicit a written recommendation from the tenured members of the department, regarding their preference for appointees to the position. The Superintendent will review it, prior to making any recommendations to the Board, for an appointment. The same form used for section 6.2(a) of this contract will be used.

21.4 Duties and Responsibilities

- a. Coordinators shall not be regularly scheduled for homeroom. They will perform one additional duty per day. Coordinators shall be relieved from one teacher/student contact period per day to perform coordinators' duties.

In order that equity be provided in the professional load of a Coordinator, the number of personnel in the department, size of the department budget, amount of specialized supplies and equipment to be cared for, and other unusual situations within the departments need to be considered.

- b. Clerical assistance for a coordinator may be provided upon request to the Building Principal.

21.5 Department Coordinator/Program Coordinator

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
English (6-12)	3619	3691	3765
Fine Arts (6-12)	3619	3691	3765
Practical Arts (6-12)	3619	3691	3765
Mathematics (6-12)	3619	3691	3765
Foreign Language (6-12)	3619	3691	3765
Social Studies (6-12)	3619	3691	3765
Guidance (6-12)	3619	3691	3765
Science (6-12)	3619	3691	3765

## **ARTICLE 22**

### **Teacher Protection**

#### **22.1 Assaults, Intimidation or Retaliation**

Teachers shall report all cases of assault, intimidation, and retaliation against them or their personal property arising from their actions in connection with their position. Any such actions against teachers or their personal property shall be reported, in writing, to the Superintendent or his/her designee, within two (2) school days of the incident. The Board, or its designee, shall comply with any reasonable request from such teacher for information in their possession relating to the incident or personnel involved, and shall cooperate with the teacher in the investigation.

#### **22.2 Disciplinary Policies**

In general, student disciplinary policies shall conform to the New York State Education Laws and decisions of the Commissioner and shall be formulated with appropriate student representatives, Teacher Administrative Liaison Councils and adopted and/or amended by the Board.

#### **22.3 Problem Pupils**

- a. Where legally permissible, pupils who are known to have health problems, to be under medication, or who are known to be severe disciplinary problems shall not knowingly be assigned to any teacher without first apprising such teacher of the appropriate information about such student. Teachers will receive assistance from the school district in dealing with such student(s).
- b. Teacher shall have the authority to apply restraining measures on a pupil or pupils whose actions might be harmful to the teacher, other teachers, or pupils. Teachers are further authorized, upon necessity, to forcibly remove a pupil from class. Such action should be reserved for extreme cases of provocation and should be reported immediately and a written statement of events filed as soon as possible.

**22.4 Pupil Assignment** - Where legally permissible, teachers shall have total access to all records and information relative to any pupil assigned to their class.

#### **22.5 Damage Reimbursement**

- a. The District shall reimburse teachers for the cost of replacing or repairing, subject in all cases to a \$25 deductible factor figured on a sum not greater than its then value, for dentures, eye glasses, hearing aids, or similar bodily apparatuses, not covered by Workers' Compensation, dental insurance or personal insurance held by the teacher which are damaged or destroyed during the course of the teacher's employment the result of a illegal bodily assault. Terms and conditions of payment will be subject to the approval of the Superintendent.
- b. The District shall reimburse teachers for the cost of replacing or repairing, subject in all cases to a \$25 deductible factor figured on a sum not greater than its actual cash value, for theft and/or damage to personal property provided by the teacher and used in the discharge of his/her duties as an instructional aid, not covered by personal insurance held by the teacher, provided that personal property is used by

the teacher after obtaining the written approval of the Unit Principal for its use in the classroom and reasonable care has been exercised in its protection. Damage to automobiles and other extraordinary objects are excluded. Terms and conditions of payment will be subject to the final approval of the Superintendent.

#### 22.6 Workers' Compensation

A teacher who files and becomes eligible for Workers' Compensation will receive his/her regular salary for the first four (4) weeks for his/her necessary absence from work without being required to use sick leave. At the end of the four (4) week period, one may extend regular salary by using any or all of his/her accumulated sick leave.

The District will receive the Workers' Compensation payment during the period that the teacher continues to receive regular salary from the District. The District will accept as payment in full, the Workers' Compensation payment for the total number of days absent and will reimburse the teacher's sick leave days on a pro-rata basis.

#### 22.7. Protection for Disciplinary Actions

The District shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defenses of a teacher, in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in discharge of his/her duties within the scope of his/her employment subject to the provision of 3028 of the Education Law as is or should be amended.

## **ARTICLE 23**

### **Conference and In-District Travel**

#### 23.1 Conferences

- a. Teachers shall be granted leave without loss of salary (and without use of personal leave time) for conferences, workshops, clinics, seminars, school visitations, dinner meetings or meetings (hereafter referred to as conferences) which are pertinent to the area in which they work. Prior approval for all conferences must be granted by the Superintendent.
- b. The District shall distribute information about forthcoming conferences. If a teacher requests permission to attend a conference, (s)he shall do so on a form which shall be available through the building principal.
- c. In reviewing requests for conference attendance, the Superintendent shall consider:
  - i. Number of teachers requesting attendance at such conference;
  - ii. Budgeted allocations for conference attendance from the area in which the teacher is assigned;
  - iii. Whether other teachers in the area in which the teacher is assigned have had an opportunity to attend conferences so that conference attendance is rotated among teacher requesting the right to attend.

- iv. Availability of qualified substitute teacher(s) to cover for the teacher.
- d. Reimbursement of validated expenses for necessary expenditures for room, board, travel and registration will be made by the District. Any taxes are not reimbursable. Tax Exemption Certificates are available in the Business office upon request.
  - i. For travel, District-owned vehicles should be used whenever possible and every effort should be made to consolidate riders in one vehicle. If a District-owned vehicle is not utilized, actual mileage shall be reimbursed at the then current IRS business deduction rate.

23.2 In-District Travel

- a. Mileage may be claimed, at the then current IRS rate business deduction rate, by teachers whose assigned teaching duties require travel to more than one district school building in a given day and only between buildings in which they teach. Mileage may be claimed for official school business within the District.
- b. District-owned vehicles will be used whenever possible for in-district travel.

**ARTICLE 24**  
**Grievance Procedure**

24.1 Purpose

- a. The purpose of this procedure is to secure at the lowest possible administrative leave equitable solutions to the problems which may arise, from time to time, affecting the implementation of this agreement.
- b. Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- c. It is urged that potential grievance utilize the procedure set forth in 24.1(b) above, prior to filing a formal grievance. Failure to do so shall not, in any way, waive a grievant's right to file a formal grievance.

24.2 Definition

- a. Grievance: Any alleged violation, misinterpretation, or misapplication of the words in this Agreement.
- b. Grievant: Any person or group of persons in the bargaining unit or the entire unit.
- c. Grievance Committee: A committee created and constituted by the Association.

### 24.3 Procedure

- a. Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- b. All formal grievances shall be in writing and include the name and position of the aggrieved party, the provision of the Agreement involved in said grievance, the time and place of the alleged violation, a general statement of the nature of the grievance, and redress sought. The grievance shall be filed on the form shown in Appendix A.
- c. The District and the Association agree to facilitate any investigation which may be required prior to or during their grievance procedures. Materials supplied by the District shall be provided at no charge to the Association.
- d. No interference, coercion, restraint, discrimination, or reprisal of any kind, will be exercised against the aggrieved party or any involved bargaining unit member as a result of any grievance or participation therein.

### 24.4 Levels of the Process

- a. Level One - Immediate Supervisor  
A grievance shall be filed, in writing, with the grievant's immediate supervisor within thirty (30) calendar days after the grievant knew or could, with diligence, have known of the act of condition on which the grievance is based. If a grievance is not filed within such time period, the grievance will be waived. (Grievance Form - Appendix A).
- b. Level Two - Superintendent
  1. If not settled, or a decision is not rendered by the grievant's immediate supervisor within ten (10) school days following the Level One submission date, the grievance may be submitted, in writing, on behalf of the grievant by the grievance committee to the Superintendent. If not submitted within fifteen (15) school days following the Level One submission date, the grievance is settled.
  2. The Superintendent or his designee, at the option of the Superintendent, shall hold a hearing with the grievant and the grievance committee.
  3. A written decision shall be rendered within ten (10) school days of the Level Two submission date.
- c. Level Three - Arbitration
  1. If a satisfactory decision is not rendered at Level Two and grievance committee finds the grievance to be meritorious, arbitration may then be demanded.

2. The grievance committee may file a demand for arbitration under the voluntary rules of arbitration of the American Arbitration Association no later than twenty (20) school days after the submission date at Level Two.

#### 24.5 Arbitration Process

- a. The notice of arbitration must be in writing in the form of a notice to arbitrate with a copy served upon the Superintendent. The cost of arbitration shall be shared equally between the District and the Association.
- b. The arbitrator shall have no power to add to, subtract from, or change any provision of this Agreement nor to render any decision which conflicts with law. The decision of the arbitrator is final and binding on both parties.
- c. Each party shall be responsible for its own expenses, for preparation, legal counsel, records, witnesses and other costs necessary to arbitration.

#### 24.6 Miscellaneous

- a. If, in the judgment of the grievance committee, a grievance affects a group or class of teachers throughout the District, the processing of such a grievance may be commenced at Level Two. Time limitations set forth in Section 24.4 (a) shall apply.
- b. Decisions at all levels of the grievance procedure shall be in writing setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest.
- c. All documents, communications and records dealing with a grievance shall be kept in the strictest confidence and shall not be made available to potential employers or others inquiring about said teacher.
- d. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate the grievance procedure.

## **ARTICLE 25**

### **Dues Deduction**

#### 25.1 Dues Deduction from Paychecks

The Board agrees to deduct from the salaries of its teachers dues for the Association and its other appropriate affiliates. Teacher authorization shall be in writing on the form agreed upon.

#### 25.2 Transmittal of Deductions

The Board shall remit to the Association, within thirty (30) days following such deductions, the aggregate sum thereof and shall make available to the Association such payroll records as will enable the Association to determine the persons for whom the deduction has been made.

**25.3 Dues Deduction Authorization**

All authorizations shall be submitted ten (10) days before the third payroll date after the start of the fall semester and deductions shall be made from the fourth (4th) through the twentieth (20th) paychecks. Newly employed teachers may authorize dues deductions within ten (10) days of their date of employment.

**25.4 Deductions for Departing Teachers**

The Board shall deduct from the last paycheck of any teacher who leaves the District within the year before the full amount of dues is deducted, the balance due the Windsor Teachers Association

**25.5 Agency Shop Fee Deduction**

The District agrees to deduct from the wages of all teachers in the negotiating unit, who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association. Such deductions shall be made from the fourth (4th) through twentieth (20th) paychecks.

The District agrees to provide the Association with an alphabetical listing of the names of the teachers from whose salary such fees have been deducted. Deductions for teachers who are hired after September 1 of any school year shall be appropriately prorated.

The District and the Association agree to furnish each other any information needed by either of them to fulfill the provisions of this article.

**ARTICLE 26**  
**Other Payroll Deductions**

**26.1 Other Deductions**

The Board agrees to make certain other deductions from the individual salaries of its teachers upon the request, in writing, of the person concerned.

Items for which payroll deduction shall be granted include: Broome United Way, payments to Teachers Retirement Loan, US Government Savings Bonds, NYSUT Benefit Trust, and annuities. Electronic fund transfers for direct deposit of payroll will be provided for each unit member to financial institutions that have met the qualifications as established by the district. Employees may have either a fixed dollar amount or their entire payroll deposited in such a manner. Changes to electronic fund transfer deposit amounts may be made during the first fifteen days of September and January, with the effective date of such change being the first payroll in October and February.

- a. Aforesaid deductions shall begin at an agreed time after the request has been made to the payroll officer of the Board.
- b. Aforesaid deductions shall be terminated at an agreed time after the request for termination has been made in writing by the employee concerned to the payroll officer of the Board.

**ARTICLE 27**  
**Athletic Stipend Schedules**

**27.1 Athletic Stipend Schedules**

The Stipend Schedule lists interscholastic sports programs by classification. Steps 1 – 6A under each classification correspond to coaching years of experience (and expertise) and are established to determine coaching stipends. *Step 6A is for coaches who reached step 6 for their respective team in the prior year of coaching. For the 2004-2005 school year, coaches who move to a higher category would remain at the same step as in the 2003-2004 school year.* The placement of coaches for sports teams not listed in a classification will be determined by using the same criteria as were used in developing existing classifications. If a sports program is substantially changed, reclassification should be considered. Coaches are to be paid in two equal payments.

**27.2 Coaching Stipends**

<b>CATEGORY I</b>	Step 1	3,169
Varsity Football	Step 2	3,364
Boy's Varsity Basketball	Step 3	4,100
Girl's Varsity Basketball	Step 4	4,561
Varsity Wrestling	Step 5	5,028
Girl's Varsity Volleyball	Step 6	5,497
	Step 6A	5,607
 <b>CATEGORY II</b>	 Step 1	 2,586
Boy's Varsity Swimming	Step 2	2,918
Girl's Varsity Swimming	Step 3	3,251
Varsity Field Hockey	Step 4	3,587
Varsity Boy's Soccer	Step 5	3,928
Varsity Girl's Soccer	Step 6	4,261
Varsity Baseball	Step 6A	4,364
Varsity Softball		
Boy's Varsity Track		
Girl's Varsity Track		
 <b>CATEGORY III</b>	 Step 1	 2,428
Boys' Varsity Tennis	Step 2	2,766
Girl's Varsity Tennis	Step 3	3,099
Varsity Cross Country	Step 4	3,436
Varsity Golf	Step 5	3,771
Varsity Bowling	Step 6	4,102
Varsity Indoor Track	Step 6A	4,184

<b>CATEGORY IV</b>	Step 1	2,179
Junior Varsity Football	Step 2	2,514
Junior Varsity Wrestling	Step 3	2,847
Varsity Football Assistant	Step 4	3,184
Boy's Junior Varsity Basketball	Step 5	3,519
Girl's Junior Varsity Basketball	Step 6	3,856
Girl's Junior Varsity Volleyball	Step 6A	3,933

<b>CATEGORY V</b>	Step 1	1,921
Junior Varsity Softball	Step 2	2,203
Junior Varsity Baseball	Step 3	2,489
Junior Varsity Field Hockey	Step 4	2,768
Junior Varsity Girl's Soccer	Step 5	3,055
Junior Varsity Boy's Soccer	Step 6	3,318
	Step 6A	3,384

<b>CATEGORY VI</b>	Step 1	1,811
Varsity Football Cheerleading	Step 2	2,042
Varsity Basketball Cheerleading	Step 3	2,271
Girl's Varsity Track Assistant	Step 4	2,511
Boy's Varsity Track Assistant	Step 5	2,740
Indoor Track Assistant	Step 6	2,977
Girl's Junior High Track	Step 6A	3,037
Boy's Junior High Track		
Junior High Wrestling		
Boy's Freshman Basketball		

<b>CATEGORY VII</b>	Step 1	1,648
Junior Varsity Football Cheerleading	Step 2	1,885
Junior Varsity Basketball Cheerleading	Step 3	2,116
Junior High Football	Step 4	2,349
Junior High Field Hockey	Step 5	2,589
Girl's Junior High Soccer	Step 6	2,816
Boy's Junior High Soccer	Step 6A	2,872
Junior High Cross Country		
Junior High Field Hockey		
Girl's Junior High Tennis		
Boy's Junior High Tennis		
Girl's Modified Swimming		
Boy's Modified Swimming		
Girl's 7 <sup>th</sup> Grade Basketball		
Boy's 7 <sup>th</sup> Grade Basketball		
Girl's 8 <sup>th</sup> Grade Basketball		
Boy's 8 <sup>th</sup> Grade Basketball		
Girl's 7 <sup>th</sup> Grade Volleyball		
Girl's 8 <sup>th</sup> Grade Volleyball		
7 <sup>th</sup> Grade Softball		
7 <sup>th</sup> Grade Baseball		
8 <sup>th</sup> Grade Softball		
8 <sup>th</sup> Grade Baseball		
Junior High Track Assistant		

27.3 Miscellaneous

- a. Bus Chaperone
  - 1. Regular Trip \$ 34.00
  - 2. All Day Trip \$ 66.00
  - 3. Day and Evening Trip \$ 98.00
  - 4. The District shall provide the above-mentioned stipends for only the first four (4) consecutive days of any single trip
  
- b. Ticket Seller \$ 34.00
  
- b. Scorer and Timer
  - 1. 1 Game – Varsity or Junior Varsity \$ 31.00
  - 2. 2 Games – Varsity and Junior Varsity \$ 44.00
  - 3. Athletic Event Supervisor
    - a. All Day Tournament \$ 63.00
    - b. All Day and Evening Tournament \$ 97.00

**ARTICLE 28**  
**Co-Curricular Stipends**

28.1 Procedures

- a. Minimum criteria for stipend eligibility will be constructed through the framework of the Unit Professional Council and approved by the Unit Principal, or his/her designee.
- b. Prospective advisors for co-curricular activities will contract for minimum requirements for all stipend awarding positions.
- c. Advisors will submit to the Unit Principal, or his/her designee, a periodic report of activities within the area contracted for so an evaluation may be made of the advisor's activities.
- d. Stipend payments will not be made to advisors unless the minimum requirements of the activity are fulfilled. Stipend payments will be made in two equal payments.
- e. Teachers shall be allowed no more than two activities or positions of time required beyond the normal professional day and are designed to be payments for added responsibilities beyond regular professional services of other teachers.
- f. The stipend schedules steps (1-6A) correspond to the years of experience and expertise in the position and are established to determine co-curricular stipends. *Step 6A is for advisors who reached step 6 for their respective activity in the prior year of service.* If a program is substantially changes, re-negotiation of the stipend should be done between the Association and the District.

28.1 Co-Curricular Stipends

<b>CATEGORY I</b>	Step 1	3,687
Marching Band Director	Step 2	3,815
High School Yearbook Advisor	Step 3	3,940
	Step 4	4,071
	Step 5	4,193
	Step 6	4,320
	Step 6A	4,406
 <b>CATEGORY II</b>	Step 1	3,426
Spring Musical Advisor	Step 2	3,551
Drama Club Advisor	Step 3	3,676
	Step 4	3,802
	Step 5	3,931
	Step 6	4,052
	Step 6A	4,133
 <b>CATEGORY III</b>	Step 1	2,631
Student Newspaper Advisor (5 issues)	Step 2	2,763
Student Exchange Advisor	Step 3	2,886
	Step 4	2,945
	Step 5	3,137
	Step 6	3,264
	Step 6A	3,329
 <b>CATEGORY IV</b>	Step 1	1,582
Senior Play Director	Step 2	1,647
Color Guard Director	Step 3	1,706
High School Student Council Advisor	Step 4	1,773
	Step 5	1,834
	Step 6	1,897
	Step 6A	1,935
 <b>CATEGORY V</b>	Step 1	1,050
Middle School Student Council Advisor	Step 2	1,116
Boy's Varsity Club Advisor	Step 3	1,181
Girl's Varsity Club Advisor	Step 4	1,240
Odyssey of the Mind Advisor	Step 5	1,303
High School Honor Society Advisor	Step 6	1,373
	Step 6A	1,400
 <b>CATEGORY VI</b>	Step 1	857
Senior Class Advisor	Step 2	919
Spring Musical Assistant	Step 3	1,045
Middle School Honor Society Advisor	Step 4	1,110
High School SADD Advisor	Step 5	1,179
Middle School Yearbook Advisor	Step 6	1,252
French Club Advisor	Step 6A	1,277
Math Counts Advisor		
Future Business Leaders of America		

<b>CATEGORY VII</b>	Step 1	527
Junior Class Advisor	Step 2	590
Rocket Club Advisor	Step 3	653
Middle School SADD Advisor	Step 4	714
	Step 5	783
	Step 6	853
	Step 6A	870
 <b>CATEGORY VI</b>	Step 1	504
Sophomore Class Advisor	Step 2	567
Freshman Class Advisor	Step 3	634
	Step 4	695
	Step 5	757
	Step 6	821
	Step 6A	837

#### 28.2 Miscellaneous

##### Chaperone

Dances	\$31.00
Day Trips	64.00
Evening Trips	34.00
Day & Evening Trips	99.00
Ticket Seller	34.00
Music Festival/Competition	
Day	64.00
Day & Evening	99.00

#### 28.4 Curriculum Writing/Work

Curriculum writing and required attendance at professional development activities outside of the regular work schedule will be compensated at the rate of \$24 per hour

## **ARTICLE 29**

### **Insurance – Health and Dental**

#### 29.1 Health Insurance Plan

- a. The District will provide health insurance coverage under the District's health care plan which includes prescription drug and alcoholism coverage under the following rate of contribution: the District will pay 90% of the cost of providing insurance for individual coverage and 87% of the cost of providing insurance for dependent coverage.
- b. For the 2004 – 2005 and 2005 – 2006 school years, the employee co-pay amount on the prescription card shall be \$2 per prescription for Tier I drugs, \$10 per prescription for Tier II drugs, and \$25 per prescription for Tier III drugs. Mail order prescriptions provided through the Blue Cross/Blue Shield designated provider will be available at the \$2/\$10/\$25 co-pay for a three month supply.

- c. For the 2006 – 2007 school year, the employee co-pay amount on the prescription card shall be \$5 per prescription for Tier I drugs, \$10 per prescription for Tier II drugs, and \$27 per prescription for Tier III drugs. Mail order prescriptions provided through the Blue Cross/Blue Shield designated provider will be available at the \$5/\$10/\$27 co-pay for a three month supply.
- d. The District shall establish a flexible benefit plan pursuant to the IRS regulations. This plan may be utilized for insurance premium payments, dependent care and unreimbursed medical expenses. The maximum amount to be designated for premium payments and unreimbursed medical expenses shall be \$1500. It is expected that the administration of these accounts will result in no net cost to the District.

29.2 Other Elements of Health Plan

The health insurance coverage will also provide for:

- a. A guarantee of coverage for a disabled teacher for up to two (2) years from the date that the teacher begins his or her disability leave.
- b. A guarantee of coverage for retired teachers at the 50% employer paid / 50% employee paid rate.
- c. A guarantee of coverage for surviving spouse and dependents providing said survivors pay 100% of the premium rate.
- d. Premium for Not Selecting Coverage
  - 1. Unit members that elect not to join the plan shall receive an annual payment according to the following table:

Number of Members Not Selecting Coverage	Annual Payment
0 to 14	\$600.00
15 to 17	\$1,200.00
18 to 19	\$1,600.00
20 or more	\$2,000.00

- 2. A unit member who elects not to join the health plan may elect to retain prescription drug coverage for himself/herself and his/her family. Unit members that elect for prescription drug coverage only shall receive an annual payment of \$450.00.
- 3. Such election shall be in writing on the form annexed hereto.
- 4. If a unit member elects to refrain from health insurance coverage, such selection shall be made during the month of September and shall remain in effect for one year unless the member divorces or has a spouse die or lose

health insurance protection. In such case, the member may rejoin at any time and the payment made under 29.2 d (1) or 29.2 d (2) above shall be prorated.

29.3 Dental Insurance

- a. The District will provide dental insurance coverage under the Blue Shield Dental Plan, Prime Blue Plan, Option I and II, with 50% reimbursement for Options III and IV. Dental coverage will be provided at the rate of 95% individual and 90% dependent rate.
- b. The District will implement a pre-tax premium program.
- c. Retired teachers may purchase dental coverage through the District's plan with the retiree paying 100% of the premium plus an administrative fee of \$2.00 per month.

29.4 Change in Health Plan

The District may, at its option, provide for health insurance coverage under the Blue Cross and Blue Shield Premium Credit Plan B. Should the District change to this plan, it agrees to make at least a one-time annual adjustment in teachers' contribution rates. No teacher shall suffer any loss of benefits as a result of the District's implementing the aforementioned plan.

29.5 Premium Credit for Unused Sick Leave

Credit will be given for unused sick leave days at the time of retirement toward paying a retired teacher's individual Blue Cross and Blue Shield premium at the rate of \$60 for each accumulated day.

## **ARTICLE 30**

### **Salary Payment Options**

30.1 There will be either 21 or 22 payrolls to be determined each May by the Superintendent and the Association President. Once the number of payroll checks have been determined, there shall be two (2) options:

Option 1 Twenty-one (21) paychecks with the last check being the equivalent of five (5) checks; or, twenty-two (22) paychecks with the last check being the equivalent of four (4) checks.

Option 2 Twenty-one (21) [or Twenty-two (22)] equal checks.

Note: Notice of the option selected must be filed with the Payroll Clerk by June 15th of each year, or Option 1 will be applied. If Option 1 is selected it is irrevocable for the year.

30.2 Payday shall be on Thursday.

- 30.3 Bargaining unit members wishing to have paychecks mailed to them during breaks, may provide the business office with a stamped, self-addressed envelope, prior to the break. These checks will be mailed on the Wednesday immediately prior to the scheduled payday.
- 30.4 The first paycheck of the school year will be issued on the first Thursday, following the opening of school. This will be one-half (1/2) of a regular bi-weekly paycheck. The second paycheck of the school year will be issued on the second Thursday of the school year, and it will be one-half (1/2) of a regular bi-weekly paycheck. This pay period will be considered the first payroll period. Two weeks thereafter, regular bi-weekly payrolls will commence.

**ARTICLE 31**  
**Computation of Salaries**

Beginning Salary

Bachelor's

2004 – 2005  
\$ 33,500

2005 – 2006  
\$ 34,500

2006 - 2007  
\$ 35,500

31.1 2004 – 2005

a. Full-time salaries for teachers employed during the 2003 – 2004 school year will be determined as follows:

1. Each full time teacher who returns to duty for the 2004 – 2005 school year is to receive an increase of 3.5% over his/her 2003 – 2004 base salary.
2. All teachers will be eligible to earn a minimum of an additional \$115.00 through the completion of Professional Learning Credits (PLC's) during the 2004 – 2005 school year. The District Professional Council, in conjunction with the Superintendent of Schools, will develop a framework for implementation. Work to be done by teachers to obtain PLC's must receive prior approval of the Superintendent of Schools. The total funds available will be divided equally among those teachers fulfilling the PLC requirement.
3. Additional salary earned under Section 31.1 a (2) will be added to the 2004 – 2005 base salary for the purpose of computing future salary increases.
4. Additional salary will be paid for graduate credit hours up to a limit of BS/BA+75, at the rate of \$90.00 per credit hour. Such salary will be for newly acquired graduate credit hours, specific to education, and/or graduate credit hours not previously computed in an individual's salary. On-line graduate courses to be submitted for graduate credit must be pre-approved by the Superintendent of Schools. Salary credit will be granted upon an

individual's application accompanied by official transcripts, submitted by November 1<sup>st</sup> of the school year.

- b. Part time teacher's salaries will be prorated.
- c. New teachers starting above the beginning salary shall commence employment at a rate equal to that of an employee with similar years of credit.
- d. Teachers newly assigned to eleven and/or twelve months employment shall have their salaries prorated.

### 31.2 2005 – 2006

- a. Full-time salaries for teachers employed during the 2004 – 2005 school year will be determined as follows:
  - 1. Each full time teacher who returns to duty for the 2005 – 2006 school year is to receive an increase of 4.0% over his/her 2004 – 2005 base salary.
  - 2. All teachers will be eligible to earn a minimum of an additional \$120.00 through the completion of Professional Learning Credits (PLC's) during the 2005 – 2006 school year. The District Professional Council, In conjunction with the Superintendent of Schools, will develop a framework for implementation. Work to be done by teachers to obtain PLC's must receive prior approval of the Superintendent of Schools. The total funds available will be divided equally among those teachers fulfilling the PLC requirement.
  - 3. Additional salary earned under Section 31.2 a (2) will be added to the 2005 – 2006 base salary for the purpose of computing future salary increases.
  - 4. Additional salary will be paid for graduate credit hours up to a limit of BS/BA+75, at the rate of \$90.00 per credit hour. Such salary will be for newly acquired graduate credit hours, specific to education, and/or graduate credit hours not previously computed in an individual's salary. On-line graduate courses to be submitted for graduate credit must be pre-approved by the Superintendent of Schools. Salary credit will be granted upon an individual's application accompanied by official transcripts, submitted by November 1<sup>st</sup> of the school year.
- b. Part time teacher's salaries will be prorated.
- c. New teachers starting above the beginning salary shall commence employment at a rate equal to that of an employee with similar years of credit.
- d. Teachers newly assigned to eleven and/or twelve months employment shall have their salaries prorated.

31.3 2006 – 2007

- a. Full-time salaries for teachers employed during the 2005 – 2006 school year will be determined as follows:
1. Each full time teacher who returns to duty for the 2006 – 2007 school year is to receive an increase of 4.5% over his/her 2005 – 2006 base salary.
  2. All teachers will be eligible to earn a minimum of an additional \$125.00 through the completion of Professional Learning Credits (PLC's) during the 2006 – 2007 school year. The District Professional Council, in conjunction with the Superintendent of Schools, will develop a framework for implementation. Work to be done by teachers to obtain PLC's must receive prior approval of the Superintendent of Schools. The total funds available will be divided equally among those teachers fulfilling the PLC requirement.
  3. Additional salary earned under Section 31.3 a (2) will be added to the 2006 – 2007 base salary for the purpose of computing future salary increases.
  4. Additional salary will be paid for graduate credit hours up to a limit of BS/BA+75, at the rate of \$90.00 per credit hour. Such salary will be for newly acquired graduate credit hours specific to education, and/or graduate credit hours not previously computed in an individual's salary. On-line graduate courses to be submitted for graduate credit must be pre-approved by the Superintendent of Schools. Salary credit will be granted upon an individual's application accompanied by official transcripts, submitted by November 1<sup>st</sup> of the school year.
- b. Part time teacher's salaries will be prorated.
- c. New teachers starting above the beginning salary shall commence employment at a rate equal to that of an employee with similar years of credit.
- d. Teachers newly assigned to eleven and/or twelve months employment shall have their salaries prorated.

31.4 Salary Computation for Registered Nurses

a. Beginning Salary

Location	2004-2005	2005-2006	2006-2007
Bell and Weeks Schools	\$21,900	\$22,350	\$22,800
Palmer Elementary/Middle and High Schools	\$22,000	\$22,450	\$22,900

- b. Each full time registered professional nurse at the Bell and Weeks Elementary Schools who returns for duty for the 2004-2005 school year is to receive an increase of \$2,000.00 over her 2003-2004 salary. Each full time registered

professional nurse at the Palmer Elementary/Windsor Middle School and High School is to receive an increase of \$2,100 over her 2003-2004 salary.

- c. Each full time registered professional nurse who returns for duty for the 2005-2006 school year is to receive an increase of 4.00% over his/her 2004-2005 salary.
- d. Each full time registered professional nurse who returns for duty for the 2006-2007 school year is to receive an increase of 4.50% over his/her 2005-2006 salary.
- e. **Cardiopulmonary Resuscitation Training**  
The District agrees to pay the cost of tuition for the AED/CPR Pro certification and/or recertification course for each registered professional nurse. Each registered professional nurse agrees to become AED/CPR Pro certified and maintain AED/CPR Pro certification.
- f. Additional salary will be paid for graduate credit hours specific to nursing up to a limit of 48 graduate credit hours at the rate of \$45.00 per credit hour earned. Such salary will be for newly acquired graduate credit and/or graduate credit hours not previously computed in an individuals salary.

## **ARTICLE 32**

### **Early Retirement Incentive**

#### **32.1 Eligibility**

In order to be eligible for an early retirement incentive, a teacher must:

- a. have worked in the District at least fifteen (15) years, and
- b. retire the first year that he/she becomes eligible in accordance with the rules and regulations of the New York State Teachers' Retirement System, and
- c. provide the District with a letter of resignation/retirement by February first of the school year preceding the school year in which the teacher intends to retire.

#### **32.2 Amount of Incentive**

A teacher who is eligible for an early retirement incentive shall be paid said incentive in accordance with the following formula:  $S \times D = I$ , where,

S = the number of a teacher's unused sick leave days, not to exceed two hundred (200) days.

D = \$60

I = the early retirement incentive, not to exceed \$12,000.

#### **32.3 Payment of Incentive**

A teacher shall be paid his/her early retirement incentive no later than August 1st following date of retirement.

32.4 Disability Retirement

A teacher who meets the eligibility requirements in subdivision a of Section 32.1 of this article and who retires in the New York State Teachers' Retirement System with a disability retirement shall be eligible for an early retirement incentive in accordance with the provisions of Section 32.2 and 32.3 of this article.

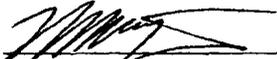
**ARTICLE 33**  
**Length of Contract**

This Agreement is in effect from July 1, 2004 to June 30, 2007. In the event a new Agreement is not reached prior to June 30, 2007, the Triborough Doctrine, as interpreted by PERB, shall be used in determining conditions of employment during the hiatus until a new Agreement is reached.

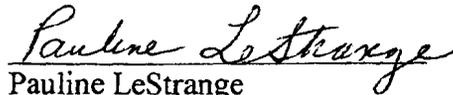
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Windsor Central School District

Windsor Teachers Association



Richard H. Montgomery  
Superintendent of Schools



Pauline LeStrange  
President

Dated: 3-25-04

Dated: March 25, 2004

## Appendix A

### Withdrawal From Health Insurance Coverage

Pursuant to the provisions of Section 29.2 of the Collective Bargaining Agreements between the Windsor Central School District and the Windsor Teachers Association. I, \_\_\_\_\_, hereby elect to withdraw from,

*(Print Name of Teacher)*

or not join, the Health Insurance program (hereinafter the "program") that is available to teachers in the Windsor Central School District.

I understand that I have the right to elect coverage in the Program for myself and my family, if I am so eligible, I understand that if I elect to withdraw from, or not join, such Program, that I will not be eligible for any benefits from such Program, with the sole exception of prescription drug coverage which I may elect to maintain by separate application. I understand that the District will not, in any way, be responsible for any health insurance obligations as a result of my withdrawal from the Program. I have also been advised that I should not elect to withdraw from such as through a spouse.

I further understand that I will not be eligible to rejoin the Program until the next September following my application to rejoin unless I lose coverage through no fault of my own by a divorce, death of a covered spouse, or loss of health coverage by my spouse through loss of employment or other bona fide reason.

It is understood that the amount I will be receiving for waiving my right to join the Program is as stated in Article 29.2d(1) (\$450 in the event that I elect to retain prescription drug coverage for myself and my family), and shall be paid on or about the first pay period in December. If I do not remain outside of the coverage of the Program for the full school year, I understand that I will be responsible for repayment of a pro-rated portion of the amount received.

\_\_\_\_\_  
Signature of Teacher

Dated: \_\_\_\_\_

Witness \_\_\_\_\_

