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

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**AGREEMENT**

**BETWEEN**

**SUPERINTENDENT OF THE**

**WILLSBORO CENTRAL SCHOOL DISTRICT**

**AND**

**THE WILLSBORO TEACHERS' ASSOCIATION**

LOCAL 3125  
NYSUT, A.F.T., AFL-CIO

7/1

2004-2005

2005-2006

2006-2007

2007-2008

6/30

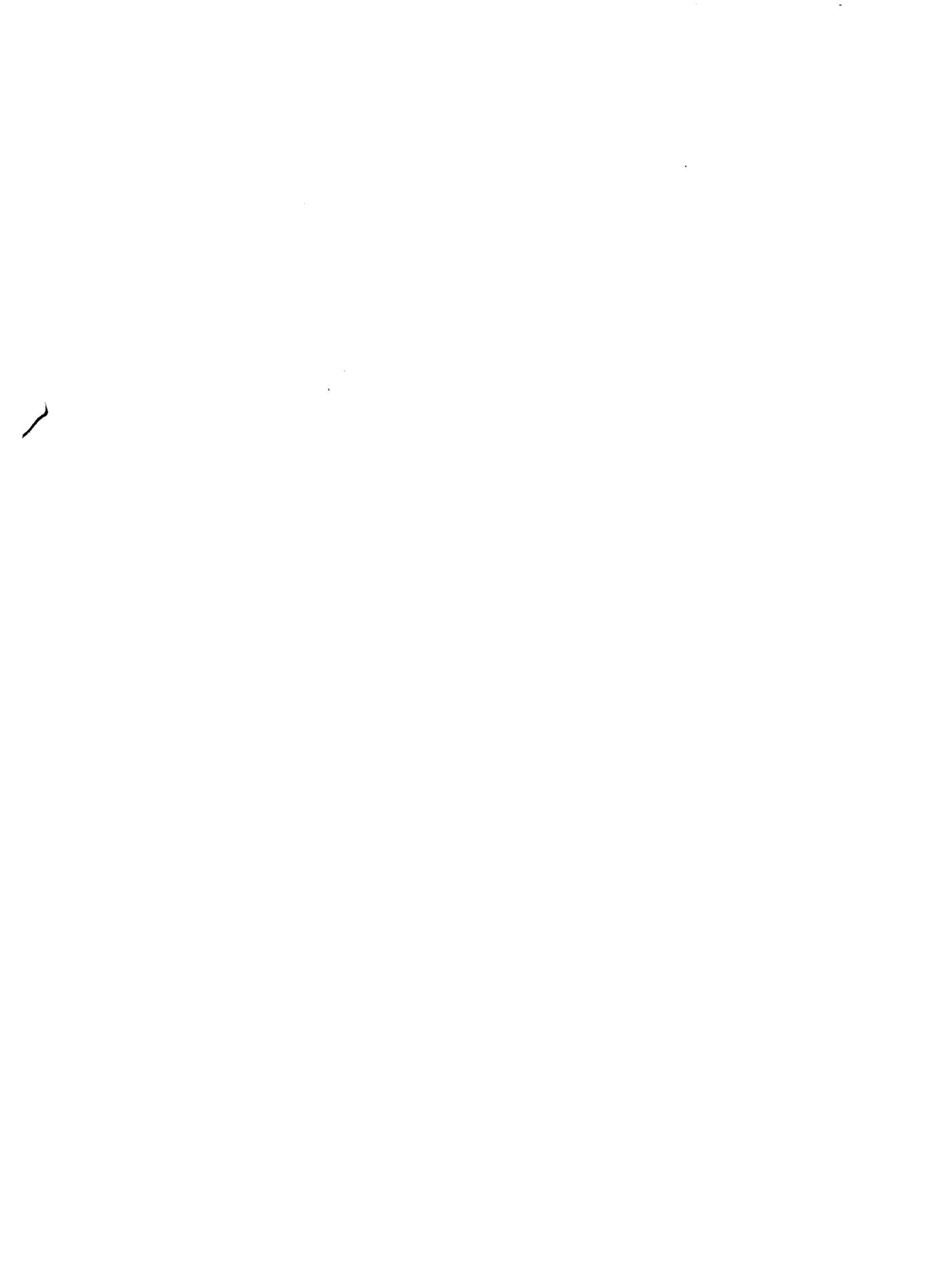
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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

41

12/05



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## **DEFINITIONS**

The common terms used throughout this Agreement refer to the Willsboro Central School District and are defined as follows:

- A. Board refers to the Board of Education of the Willsboro Central School District.
- B. District refers to the Willsboro Central School District.
- C. Teacher refers to all professional employees represented by the Willsboro Teachers' Association as their collective bargaining agent.
- D. Association refers to the Willsboro Teachers' Association.
- E. Superintendent refers to the Superintendent of Schools of the Willsboro Central School District.

## **ARTICLE 1**

### **RECOGNITION AND IMPLEMENTATION**

- 1.1 The Board of Education of the Willsboro Central School District recognizes the Willsboro Teachers' Association as the sole and exclusive negotiating representative for all full-time teachers, part-time teachers and substitutes who, throughout the school year, are regularly assigned work on average 50% or more of a regular work week, appointed for the equivalent of a semester or more, the school librarian, the school guidance counselor, the school psychologist/CSE Chair, and Teaching Assistants, and excluding administrators and all other employees of the District.
- 1.2 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.
- 1.3 When the Association learns of a District committee on which teachers are members, the Association may, at its discretion, appoint by written notice to the Superintendent an advisory member who may participate in all

discussions of the committee, and shall receive the same agendas, minutes, and other information at the same time as others on the committee, but shall not have a vote unless the District and Association agree otherwise in writing on a case-by-case basis.

## **ARTICLE 2**

### **NEGOTIATIONS**

- 2.1 Upon request of either party for a meeting to open negotiations for a successor Agreement, a mutually acceptable meeting date shall be set not more than ten (10) days following such request. The request shall be made on or before January 20th. Meeting times will be mutually acceptable dates that are no more than twenty (20) days apart.

## **ARTICLE 3**

### **SCHOOL CALENDAR**

- 3.1 Setting up the school calendar is the responsibility of the Superintendent subject to the approval of the Board. A copy of the school calendar will be made available to all staff on the opening day of school. The President of the Association or his designee will be consulted prior to the establishment of the calendar and a meeting will be held to discuss the plans for the calendar and its effect on the Association.
- 3.2 The number of workdays required of teachers shall be 181. Any emergency days scheduled in addition to 181, if unused, shall be added to a scheduled vacation period if possible, or if not, to a weekend before the end of the school year. When establishing dates, the Superintendent shall consult the Association President for suggestions before finalizing them.
- 3.3 The Association President shall be consulted in advance for Association suggestions for the Orientation Day program. The President shall be granted up to one hour to address all teachers regarding Association and bargaining unit business. In addition, the Association shall be granted one hour to meet with all newly employed bargaining unit members during Orientation Day.

- 3.4** No later than June 1st of each year, teachers shall be notified individually in writing of their tentative teaching assignments for the next school year. The tentative teaching assignment will specify the subject to be taught and the grade level.
- 3.5** When a vacancy for the succeeding school year is known by the 1<sup>st</sup> Board meeting in May, which is not an Annual Meeting, bargaining unit members will be notified and afforded an opportunity to apply prior to public posting, if any.

## **ARTICLE 4**

### **TEACHING HOURS**

- 4.1** The defined teacher workday is seven (7) hours, including a thirty (30) minute duty-free lunch, beginning at 8:00 a.m. and ending at 3:00 p.m. While the standard 8:00 a.m. to 3:00 p.m. workday will remain in place, the WTA and the District mutually agree to allow some "flex" in the seven (7) hour schedule, for purposes of Academic Intervention Services (AIS), whereby some staff members would begin the regularly scheduled workday after 8:00 a.m. and would end their workday not later than 4:00 p.m. Once established, any such alternate schedule will remain in effect for the full school year, except by mutual agreement of the administration and the individual staff member. Assignment to this "flex schedule" would be first, voluntary. Should the necessary number of volunteers not be available, the remaining assignments would be from tenured teachers only, beginning with the least senior member in the specific tenure area required.  
Note: Any AIS flex scheduling at the secondary level will be voluntary only.
- 4.2** Within the workday, secondary teachers will have assigned instructional and supervisory duties, preparation time, and a thirty (30) minute, duty-free lunch. While the specific schedule may vary in format or period duration, in all cases, each secondary teacher will be provided an average of at least eighty (80) minutes a day of preparation time over the work cycle, in addition to their daily thirty (30) minute, duty-free lunch. It is understood that any such schedule change will not be implemented in an effort to reduce teaching staff. Additionally, since any schedule with periods over sixty (60) minutes in length requires significant instructional modifications and extensive professional development, no schedule with periods in excess of sixty (60) minutes (i.e.,

**Block Scheduling) will be implemented without the mutual agreement of both the District and the WTA. This provision is exclusive of Article 4.5.**

- 4.3 All elementary and specials teachers will have an average of sixty (60) minutes preparation time per day over the work cycle. In addition, they will have a thirty (30) minute free lunch period. This provision is exclusive of Article 4.5.**
- 4.4 Elementary teachers shall be assigned time periodically during the school day when students are not in session to engage in mutual planning, dialogue and training. When Special Area Teachers have no other assigned responsibilities, they shall be assigned to engage in these mutual planning, dialogue and training sessions. Such times shall not exceed the equivalent of two and one-half (2 1/2) days per year.**
- 4.5 The time from 2:26 p.m. to 3:00 p.m. shall be used as a planning time for teachers. For the purpose of this section, the term "planning time for teachers" includes their on-going availability for extra help for students, common planning time with colleagues, traditional individual teacher planning time, and other like activities for the promotion of academic excellence. The Administration may schedule one (1) faculty meeting per month during this time period.**

## **ARTICLE 5**

### **TEACHER EVALUATION**

- 5.1 All monitoring or observation of the work performance of a teacher will be conducted openly, with the full knowledge of the teacher. At least twenty-four (24) hours notice will be given for formal evaluations.**
- 5.2 The primary purpose of the evaluation of the teaching staff shall be to generate and maintain a highly qualified instructional staff and to promote the continuous growth and development of each individual staff member.**
- 5.3 Every non-tenured teacher will be evaluated at least two (2) times each school year, with the first evaluation taking place prior to December 1st and the second taking place prior to April 5th. At least one (1) formal evaluation shall**

be included in the overall annual evaluation of the teacher. Other evaluations may be by differing methods. The objective of all evaluations will be to obtain an accurate assessment of personal performance and to generate goals and an ongoing plan for the personal professional growth of the teacher.

- 5.4 Each tenured teacher will be evaluated up to two (2) times annually as part of the collective effort to further individual development. The form of evaluations may take different forms, but the objective will be to obtain an accurate assessment of personal performance and to generate goals and an ongoing plan for the personal professional growth of the teacher. If more than one (1) evaluation is deemed necessary, at least one (1) of the evaluations will be by formal observation.
- 5.5 Each formal classroom evaluation will cover a complete lesson or class period. Within five (5) school days after an evaluation, a conference will be held during which the lesson will be evaluated and discussed.
- 5.6 The formal written report of the evaluation will be signed by both the evaluator and the teacher. The teacher's signature indicates only that a conference was held and that the teacher received a copy of the evaluation.
- 5.7 Within fourteen (14) calendar days, or ten (10) school days of the conference, whichever is less, the teacher may file a written comment on the evaluation. This will be attached to the evaluation form before it is placed in the teacher's personnel file.
- 5.8 Prior to November 1, of each year, representatives of the District and the Teachers' Association shall meet to begin to review the evaluation processes and for continuing discussions of enhancements thereon for the purpose of promoting improved teacher/supervisory skills and professional training and development.

## **ARTICLE 6**

### **PERSONNEL FILES**

- 6.1 All data maintained by the District on individual members of the bargaining unit relative to employment, promotion, discipline and evaluation, exclusive of confidential references and communications received in connection with initial employment, shall be placed in a single file and maintained in the central office.

- 6.2 Teachers shall have the right, upon request, to inspect, copy, photocopy or photograph the contents of their files at any mutually convenient time.**
- 6.3 With the exception of formal classroom evaluations, no material which is derogatory to teachers' conduct, character, service, or personality shall be placed in their personnel file unless the teachers have had an opportunity to examine the material. Teachers must affix their signature on the actual copy to be filed with the express understanding that such signature merely signifies that they have examined the material. Such signature does not necessarily indicate agreement with the material.**
- 6.4 Teachers will also have the right to submit a written rebuttal to such material and their answer shall be reviewed by the Superintendent and attached to the file copy. If teachers believe the material to be untrue, they may resort to the grievance procedure for a final determination.**
- 6.5 Only material properly filed in accordance with this Article and any other contract provision shall be used in any action taken to reprimand, reduce in rank, discipline, dismiss or otherwise deprive a teacher of any professional advantage.**

## **ARTICLE 7**

### **SICK LEAVE**

- 7.1 1.5 days of leave with pay will be granted per each month of employment. In the first year of employment, the newly hired teacher will receive eight (8) sick leave days on the first day of employment; and will continue to accrue sick leave days at the rate of one (1) day per month on the first calendar day of each month up to a maximum of fifteen (15) days.**
- 7.2 After 3 consecutive days of absence, a doctor's report may be requested and must be supplied if the Board feels it is in the best interests of the school.**
- 7.3 Sick leave days are accumulated without limit and shall be credited to each teacher at the beginning of each school year.**

- 7.4 Sick leave will be credited on September 1 of each school year and notification will be given to each teacher at this time as to his or her accumulation.**
- 7.5 The Board reserves the right to extend additional sick leave to individual teachers. It is exclusively within the Board's prerogative to extend additional sick leave. Each request shall be determined on a case-by-case basis and the determination does not bind the Board to any claim of precedent.**
- 7.6 Sick leave may be used for medical appointments.**
- 7.7 Sick Leave Bank**
- 1. Purpose: The sick leave bank is established to aid and protect participants who suffer prolonged physical and/or mental illness or injury.**
  - 2. Availability and Number of Days:**
    - A. All teachers shall be eligible to draw from the bank.**
    - B. An initial balance of days shall be created by October 1, 2001, by teachers donating up to five (5) days from their accrued leave days. During the initial start up period, the District will contribute an equal number of days to those donated by teachers. Thereafter, the balance shall be maintained at two hundred (200) days, with deficiencies covered by teacher donations of not less than one (1) full day.**
    - C. The days in the sick leave bank not used in any school year will be carried over to the following year.**
  - 3. Administration:**
    - A. A committee consisting of three (3) Association members, one (1) selected by the President, and the remaining two (2) selected by the Association, will administer the bank.**
    - B. The Committee shall review each application for use of sick leave days from the bank. If they determine that the applicant is eligible to withdraw days from the bank, they shall determine the number of days to be granted. All decisions shall be rendered in writing and**

shall give reasons in cases of denial or reduction of the number of days requested.

C. The Committee shall review each application on an individual basis.

D. The Committee shall keep the Superintendent apprised of all contributions and withdrawals of sick leave in a timely manner.

4. **Application Guidelines:**

A. All applications for sick leave bank days must be in writing and include the following information:

1. A statement from the teacher which states that all of his/her accumulated sick leave has been exhausted as a result of a physical and/or mental illness or injury.

2. A physician's statement stating the nature of the illness or injury.

3. The number of days being requested, which is limited to two hundred (200) days in one's career.

B. The Committee will meet as often as necessary to ensure all applications are thoroughly reviewed in a timely manner.

C. There will be no appeals.

D. Individuals may apply for additional days, provided the total does not exceed two hundred (200) days.

## **ARTICLE 8**

### **MATERNITY AND CHILD REARING LEAVE**

8.1 Leaves of absence related to pregnancy and child rearing shall be granted upon request for up to two (2) full years beginning at any time after the commencement of the pregnancy or the request for child rearing leave. The bargaining unit member shall notify the Superintendent in writing of the desire

to take such leave and, except in cases of emergency, shall give notice at least thirty (30) days prior to the date on which the leave is to begin. Upon specific request of the Superintendent, the bargaining unit member shall submit a physician's statement certifying the pregnancy. A teacher who is pregnant may continue in active employment as late into the pregnancy as is desired, provided the bargaining unit member is able to perform the required functions properly as certified by a physician. The Board may require such evidence in writing.

- 8.2 A leave may be terminated at the beginning of any school semester with at least thirty (30) days notice to the District. The District may require a doctor's certificate.
- 8.3 The period of such unpaid leave shall not be considered part of a teacher's probationary period and no benefits shall accrue during such leave. Upon return, a teacher will be assigned to a position within his/her tenure area and shall be granted all professional advantages and status which she/he had at the time the leave commenced, except that a teacher having served at least five (5) months in a school year shall be placed on the next higher level of the salary schedule.
- 8.4 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are for all job-related purposes temporary disabilities and shall be treated as such. The District may require a physician's certificate attesting to the period of such disability and during such period of disability the teacher shall, at his/her option, be entitled to the use of any accrued sick leave.
- 8.5 A teacher adopting a child under the age of five shall be entitled to a leave of up to one (1) year, upon request, after receiving *de facto* custody of the child or prior to the *de facto* custody if that is necessary to fulfill the requirements for adoption. The leave may be terminated at the beginning of any school semester with at least thirty (30) days notice to the District. In the event of an adoption by two (2) spouses who are both bargaining unit members, only one (1) shall be entitled to a leave under this provision.
- 8.6 The title of this article notwithstanding, Section 8.3 applies to all long-term unpaid leaves.
- 8.7 Accumulated sick leave may be used for the period of sickness or disability

caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, and shall be treated as sick leave according to Article 7 of this agreement. Use of accumulated sick leave is at the discretion of the bargaining unit member.

## **ARTICLE 9**

### **PERSONAL LEAVE**

- 9.1** In addition to sick leave time, three (3) additional days may be used for personal leave. These days are not accumulative, except that two (2) days of unused personal leave shall be credited to sick leave at the end of the work year.
- 9.2** At least 24 hours advance notification must be given to the Superintendent, except in an emergency situation.
- 9.3** The purpose of personal business shall be understood to be such things as death in the family or business transactions that cannot conveniently be scheduled outside of working hours.
- 9.4** Personal business days may not be used for the purpose of extending a vacation, except in the case of an emergency and with the permission of the Superintendent.
- 9.5** No more than four (4) teachers may take personal leave on the same day unless adequate substitute coverage can be arranged.
- 9.6** In addition to the leave cited above, an additional two (2) non-accumulative days of bereavement leave shall be provided, with notification to the Superintendent, upon the death of persons residing in the employee's household, or upon the death of an employee's family member (grandparents, parents, spouse, siblings, children) related by blood or marriage.

## **ARTICLE 10**

### **LONG TERM LEAVE OF ABSENCE**

- 10.1** An unpaid leave of absence may be granted at the sole discretion of the Board

of Education.

- A. Except under special circumstances, an individual must request such leave in writing to the Superintendent, citing the date of the beginning and end of the leave, as early in advance as reasonable, with as much information as necessary to assist the Board of Education reaching a prompt and fair decision of whether or not to approve the leave. Approvals and denials shall be made in writing. Any mutually agreed modification in the dates of such leave shall be made in writing.
- B. During such leave, seniority and other benefits of active teaching shall be suspended.
- C. All benefits to which a teacher was entitled at the time an unpaid leave of absence commenced will be restored upon return to paid service in the District.
- D. If the leave is greater than thirty (30) days, the District may require payment of the pro-rata full premium for the period in excess of thirty (30) days.

10.2 See Section 8.6

## **ARTICLE 11**

### **PROCEDURES PERTAINING TO TEACHER ABSENCES**

- 11.1 Teachers shall inform the administration of their unavailability for work by reporting such unavailability as soon as practicable, and ordinarily at least one (1) hour prior to the employee's workday.
- 11.2 Each teacher is to provide plans that shall be detailed enough to enable a substitute teacher to carry on lessons for each class. This shall include a class register and attendance register along with necessary materials to conduct the class.

## **ARTICLE 12**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- 12.1** For approved conferences and workshops, the Board will pay approved transportation costs.
- 12.2** Payment for attendance at all conferences shall be made only by prior approval of the Board at the request of the Superintendent.
- 12.3** There will be no specific limitation on conference attendance, but such attendance is expected to be equitably spread among departments and grade levels making requests.
- 12.4** General conference requests must be turned in to the Superintendent six (6) weeks in advance of the conference, except in unusual circumstances. Specific and detailed written requests must be turned in at least one (1) month prior to conference attendance.

## **ARTICLE 13**

### **SUPPLIES AND INSTRUCTIONAL MATERIALS**

- 13.1** The recommendations and requests of all faculty members shall be considered by the Superintendent in the development of the budget.

## **ARTICLE 14**

### **TEACHER EMPLOYMENT**

- 14.1** All bargaining unit members will be placed on the proper step as shown on the attached salary schedule(s).

- 14.2** In hiring new teachers, full credit may be given for prior experience in a duly accredited school upon initial employment. Additional credit may be given for military service for a teacher whose teaching career in Willsboro has been interrupted by such service at the rate of one (1) year's credit for each year of service up to a maximum of two (2) years. All teachers presently receiving salary credit for military service will continue to receive such credit.
- 14.3** The President of the Association will be notified of teacher openings as they occur.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

#### **PURPOSE:**

- 15.1** The purpose of these procedures is to provide a means for orderly settlement of grievances of teachers in an informal manner whenever possible and otherwise by formal proceedings as stated below. The resolution of a grievance as early as possible is desirable.

#### **DEFINITIONS:**

- 15.2** An aggrieved party shall mean any teacher, group of teachers or the Willsboro Teachers' Association.
- 15.3** Parties in interest shall mean the Association and any party named in a grievance who is not the aggrieved party.
- 15.4** A grievance is a claim by any employee or group of employees based on a violation, misinterpretation, misapplication or inequitable application of this Agreement.
- 15.5** Days shall mean working days, when teachers are expected to be in attendance.

#### **BASIC PRINCIPLES:**

- 15.6** Before submission of a written grievance, the aggrieved party or the Association will attempt to resolve it informally.

- 15.7 An aggrieved party and parties in interest shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.**
- 15.8 All grievance hearings and discussions shall be confidential, but a written copy of the grievance and the final determination and/or resolution of a grievance may be presented by the Association to its members and by the District to members and agents of the Board.**
- 15.9 An aggrieved party may be accompanied by and/or represented at any stage of the grievance procedure only by authorized representatives of the Association.**
- 15.10 Each party in interest shall have access at reasonable times to all written statements and records pertaining to the grievance and shall have the right to participate fully in any hearing concerning the grievance.**
- 15.11 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.**
- 15.12 If a response is not communicated to an aggrieved party and the Association within the time limits herein established or otherwise mutually agreed to by the Association and the District, the grievance may be appealed to the next stage of the grievance procedure.**
- 15.13 No teacher shall suffer loss of pay or leave as a consequence of his/her participation in the grievance procedure.**
- 15.14 A grievance shall be submitted in writing at the Administrator Stage within thirty (30) days of the time the aggrieved party knew of the events or should have known of the events or conditions on which it is based.**

**COMPLAINT STAGE:**

- 15.15 The aggrieved party and/or representatives of the Association shall orally present the grievance to the Superintendent who shall informally discuss the grievance with the aggrieved party and/or representatives of the Association in private. If such grievance is not satisfactorily resolved at this informal stage, the aggrieved party and/or Association may proceed to the following stage.**

**15.16** Nothing contained in the preceding paragraph shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with the administration and to have the matter adjusted at this stage without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

**ADMINISTRATOR STAGE:**

**15.17** If the matter is not resolved informally, the grievance shall be reduced to writing and presented to the Superintendent.

**15.18** The Superintendent shall meet with the aggrieved party and any parties in interest within ten (10) days of receipt of the written grievance to fully discuss the matter.

**15.19** Within ten (10) days of such meeting, the Superintendent shall render a decision in writing to the aggrieved party and the President of the Association.

**BOARD STAGE:**

**15.20** If the Superintendent's decision is not satisfactory, the grievance may be appealed in writing to the Board within fifteen (15) days of receipt of the decision.

**15.21** Within twenty (20) days of receipt of the appeal, the Board shall hold a hearing with the aggrieved party and any parties in interest.

**15.22** Within ten (10) days after the hearing, the Board shall render a decision in writing to the aggrieved party and to the President of the Association.

**ARBITRATION STAGE:**

**15.23** If the aggrieved party and/or the Association is not satisfied with the decision at the Administrator or Board Stage, whichever is applicable, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, the Association may submit the grievance to the American Arbitration Association by serving a Demand for Arbitration upon the Board within twenty (20) days of receipt of the Superintendent's or Board's decision, whichever is applicable.

- 15.24** The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- 15.25** The arbitrator shall be without power or authority to make any decision, which requires the commission of any act prohibited by law or which violates the terms of this Agreement.
- 15.26** The decision of the arbitrator will be final and binding on the parties.
- 15.27** The cost of the services of the arbitrator, including per diem expenses, and actual and necessary travel and subsistence expenses will be shared equally between the Board and the Association.

## **ARTICLE 16**

### **ASSOCIATION AND BARGAINING UNIT BUSINESS**

- 16.1** Upon request of the Association, a copy of the agenda for regular monthly meetings of the Board will be furnished to the Association at least twenty four (24) hours prior to the meeting. Upon request of the Association, a copy of the Board minutes will be furnished to the Association within two (2) weeks after each regular and special meeting.
- 16.2** Before the Board adopts a major change in policy, which affects a term or condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the President of the Association in writing that it is considering such a change.
- 16.3** Upon advance notice, the Association shall be granted three (3) teacher-days of leave per year for leaders or delegates to attend Association-related conferences, committee meetings or similar activities of state and national affiliates. Such leave may be taken by one (1) teacher for three (3) days, three (3) teachers for one (1) day, etc. The Association agrees to reimburse the District for the cost of a substitute, if one (1) is required, for each of the three (3) teacher-days of leave.

## ARTICLE 17

### AGENCY SHOP FEE DEDUCTION

- 17.1 Effective September 1, 1981, the District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.
- 17.2 The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article.

## ARTICLE 18

### HEALTH INSURANCE

- 18.1 The Willsboro Board of Education agrees to provide the existing health insurance program or its equivalent to all bargaining unit members. This rate does not include life insurance. Bargaining unit members shall make co-payments at the following amounts:

	Individual	Families
2004-2005	\$300	\$600
2005-2006	8.5%*	8.5%*
2006-2007	8.5%*	8.5%*
2007-2008	8.5%*	8.5%*

\* Denotes percentage of applicable annual program premium rate.

- 18.2 The District will continue the established IRS 125 Plan, having a plan year of 10/1 to 9/30 of each calendar year, subject to changes in applicable tax law.
- 18.3 Subject to a minimum of fifteen (15) years of service to the District at the time of retirement from the District, the District agrees to provide, at no cost to the retiree, individual or family health insurance coverage in retirement.

# ARTICLE 19

## SALARY SCHEDULE PROVISION

**19.1** There will be an increment of \$2000.00 when a person reaches the 25<sup>th</sup> year and thereafter, and a \$2000.00 increment when a person reaches the 30<sup>th</sup> year and thereafter. The longevity increments will apply to new and existing staff. The salary schedule, developed by the Association, with District approval, is set forth in this article.

The Side Letter of Agreement on Extra Curricular positions and stipends is set forth as Article 20.

**19.2** Application for salary credit for graduate hours, after June, 1972, must be approved by the Superintendent before credit will be given. Approval will depend upon the appropriateness of these credits to the professional assignment in Willsboro. Approval may be given for inservice or undergraduate courses only if accepted by the Board of Education.

**19.3** Pay for approved graduate hours prior to July 1, 2004 will be in groups of three (3). Payment will be \$320.00 per group of three (3) credit hours. Pay for approved graduate hours commencing July 1, 2004 will be in groups of nine (9). Payment will be \$960.00 per group of nine (9) credit hours.

**19.4** The school guidance counselor will be compensated at the rate of his/her current salary step placement plus an additional 10% of salary for twenty (20) workdays to be served between the June closing of one school year and the beginning of the subsequent instructional year.

## SALARY SCHEDULE 2004-2005

<b>Step</b>	<b>Base</b>	<b>B+9</b>	<b>B+18</b>	<b>B+27</b>	<b>B+36</b>	<b>B+45</b>	<b>B+54</b>	<b>B+63</b>
1	32,091	33,051	34,011	34,971	35,931	36,891	37,851	38,811
2	32,928	33,888	34,848	35,808	36,768	37,728	38,688	39,648
3	33,765	34,725	35,685	36,645	37,605	38,565	39,525	40,485
4	34,602	35,562	36,522	37,482	38,442	39,402	40,362	41,322
5	35,439	36,399	37,359	38,319	39,279	40,239	41,199	42,159
6	36,479	37,439	38,399	39,359	40,319	41,279	42,239	43,199
7	37,519	38,479	39,439	40,399	41,359	42,319	43,279	44,239
8	38,559	39,519	40,479	41,439	42,399	43,359	44,319	45,279
9	39,599	40,559	41,519	42,479	43,439	44,399	45,359	46,319
10	40,639	41,599	42,559	43,519	44,479	45,439	46,399	47,359
11	41,809	42,769	43,729	44,689	45,649	46,609	47,569	48,529
12	42,998	43,958	44,918	45,878	46,838	47,798	48,758	49,718
13	44,162	45,122	46,082	47,042	48,002	48,962	49,922	50,882
14	45,319	46,279	47,239	48,199	49,159	50,119	51,079	52,039
15	46,489	47,449	48,409	49,369	50,329	51,289	52,249	53,209
16	47,689	48,649	49,609	50,569	51,529	52,489	53,449	54,409
17	48,889	49,849	50,809	51,769	52,729	53,689	54,649	55,609
18	50,089	51,049	52,009	52,969	53,929	54,889	55,849	56,809
19	51,289	52,249	53,209	54,169	55,129	56,089	57,049	58,009
20	52,489	53,449	54,409	55,369	56,329	57,289	58,249	59,209
21	53,709	54,669	55,629	56,589	57,549	58,509	59,469	60,429
22	54,929	55,889	56,849	57,809	58,769	59,729	60,689	61,649
23	54,929	57,109	58,069	59,029	59,989	60,949	61,909	62,869
24	54,929	57,109	59,289	60,249	61,209	62,169	63,129	64,089
25	54,929	57,109	60,639	61,599	62,559	63,519	64,479	65,439
26	54,929	57,109	60,639	61,599	63,909	64,869	65,829	66,789
27	54,929	57,109	60,639	61,599	63,909	64,869	67,179	68,139
<b>Longevity:</b>								
<b>\$2000 @ 25 yrs</b>								
<b>\$2000 @ 30 yrs</b>								

## SALARY SCHEDULE 2005-2006

<b>Step</b>	<b>Base</b>	<b>B+9</b>	<b>B+18</b>	<b>B+27</b>	<b>B+36</b>	<b>B+45</b>	<b>B+54</b>	<b>B+63</b>
1	32,853	33,813	34,773	35,733	36,693	37,653	38,613	39,573
2	33,690	34,650	35,610	36,570	37,530	38,490	39,450	40,410
3	34,527	35,487	36,447	37,407	38,367	39,327	40,287	41,247
4	35,364	36,324	37,284	38,244	39,204	40,164	41,124	42,084
5	36,201	37,161	38,121	39,081	40,041	41,001	41,961	42,921
6	37,241	38,201	39,161	40,121	41,081	42,041	43,001	43,961
7	38,281	39,241	40,201	41,161	42,121	43,081	44,041	45,001
8	39,321	40,281	41,241	42,201	43,161	44,121	45,081	46,041
9	40,361	41,321	42,281	43,241	44,201	45,161	46,121	47,081
10	41,401	42,361	43,321	44,281	45,241	46,201	47,161	48,121
11	42,571	43,531	44,491	45,451	46,411	47,371	48,331	49,291
12	43,741	44,701	45,661	46,621	47,581	48,541	49,501	50,461
13	44,911	45,871	46,831	47,791	48,751	49,711	50,671	51,631
14	46,081	47,041	48,001	48,961	49,921	50,881	51,841	52,801
15	47,251	48,211	49,171	50,131	51,091	52,051	53,011	53,971
16	48,451	49,411	50,371	51,331	52,291	53,251	54,211	55,171
17	49,651	50,611	51,571	52,531	53,491	54,451	55,411	56,371
18	50,851	51,811	52,771	53,731	54,691	55,651	56,611	57,571
19	52,051	53,011	53,971	54,931	55,891	56,851	57,811	58,771
20	53,251	54,211	55,171	56,131	57,091	58,051	59,011	59,971
21	54,471	55,431	56,391	57,351	58,311	59,271	60,231	61,191
22	55,691	56,651	57,611	58,571	59,531	60,491	61,451	62,411
23	55,691	57,871	58,831	59,791	60,751	61,711	62,671	63,631
24	55,691	57,871	60,051	61,011	61,971	62,931	63,891	64,851
25	55,691	57,871	61,401	62,361	63,321	64,281	65,241	66,201
26	55,691	57,871	61,401	62,361	64,671	65,631	66,591	67,551
27	55,691	57,871	61,401	62,361	64,671	65,631	67,941	68,901
<b>Longevity:</b>								
<b>\$2000 @ 25 yrs</b>								
<b>\$2000 @ 30 yrs</b>								

## SALARY SCHEDULE 2006-2007

<b>Step</b>	<b>Base</b>	<b>B+9</b>	<b>B+18</b>	<b>B+27</b>	<b>B+36</b>	<b>B+45</b>	<b>B+54</b>	<b>B+63</b>
1	33,811	34,771	35,731	36,691	37,651	38,611	39,571	40,531
2	34,648	35,608	36,568	37,528	38,488	39,448	40,408	41,368
3	35,485	36,445	37,405	38,365	39,325	40,285	41,245	42,205
4	36,322	37,282	38,242	39,202	40,162	41,122	42,082	43,042
5	37,159	38,119	39,079	40,039	40,999	41,959	42,919	43,879
6	38,199	39,159	40,119	41,079	42,039	42,999	43,959	44,919
7	39,239	40,199	41,159	42,119	43,079	44,039	44,999	45,959
8	40,279	41,239	42,199	43,159	44,119	45,079	46,039	46,999
9	41,319	42,279	43,239	44,199	45,159	46,119	47,079	48,039
10	42,359	43,319	44,279	45,239	46,199	47,159	48,119	49,079
11	43,529	44,489	45,449	46,409	47,369	48,329	49,289	50,249
12	44,699	45,659	46,619	47,579	48,539	49,499	50,459	51,419
13	45,869	46,829	47,789	48,749	49,709	50,669	51,629	52,589
14	47,039	47,999	48,959	49,919	50,879	51,839	52,799	53,759
15	48,209	49,169	50,129	51,089	52,049	53,009	53,969	54,929
16	49,409	50,369	51,329	52,289	53,249	54,209	55,169	56,129
17	50,609	51,569	52,529	53,489	54,449	55,409	56,369	57,329
18	51,809	52,769	53,729	54,689	55,649	56,609	57,569	58,529
19	53,009	53,969	54,929	55,889	56,849	57,809	58,769	59,729
20	54,209	55,169	56,129	57,089	58,049	59,009	59,969	60,929
21	55,429	56,389	57,349	58,309	59,269	60,229	61,189	62,149
22	56,649	57,609	58,569	59,529	60,489	61,449	62,409	63,369
23	56,649	58,829	59,789	60,749	61,709	62,669	63,629	64,589
24	56,649	58,829	61,009	61,969	62,929	63,889	64,849	65,809
25	56,649	58,829	62,359	63,319	64,279	65,239	66,199	67,159
26	56,649	58,829	62,359	63,319	65,629	66,589	67,549	68,509
27	56,649	58,829	62,359	63,319	65,629	66,589	68,899	69,859
<b>Longevity:</b>								
<b>\$2000 @ 25 yrs</b>								
<b>\$2000 @ 30 yrs</b>								

## SALARY SCHEDULE 2007-2008

<b>Step</b>	<b>Base</b>	<b>B+9</b>	<b>B+18</b>	<b>B+27</b>	<b>B+36</b>	<b>B+45</b>	<b>B+54</b>	<b>B+63</b>
1	34,834	35,794	36,754	37,714	38,674	39,634	40,594	41,554
2	35,671	36,631	37,591	38,551	39,511	40,471	41,431	42,391
3	36,508	37,468	38,428	39,388	40,348	41,308	42,268	43,228
4	37,345	38,305	39,265	40,225	41,185	42,145	43,105	44,065
5	38,182	39,142	40,102	41,062	42,022	42,982	43,942	44,902
6	39,222	40,182	41,142	42,102	43,062	44,022	44,982	45,942
7	40,262	41,222	42,182	43,142	44,102	45,062	46,022	46,982
8	41,302	42,262	43,222	44,182	45,142	46,102	47,062	48,022
9	42,342	43,302	44,262	45,222	46,182	47,142	48,102	49,062
10	43,382	44,342	45,302	46,262	47,222	48,182	49,142	50,102
11	44,552	45,512	46,472	47,432	48,392	49,352	50,312	51,272
12	45,722	46,682	47,642	48,602	49,562	50,522	51,482	52,442
13	46,892	47,852	48,812	49,772	50,732	51,692	52,652	53,612
14	48,062	49,022	49,982	50,942	51,902	52,862	53,822	54,782
15	49,232	50,192	51,152	52,112	53,072	54,032	54,992	55,952
16	50,432	51,392	52,352	53,312	54,272	55,232	56,192	57,152
17	51,632	52,592	53,552	54,512	55,472	56,432	57,392	58,352
18	52,832	53,792	54,752	55,712	56,672	57,632	58,592	59,552
19	54,032	54,992	55,952	56,912	57,872	58,832	59,792	60,752
20	55,232	56,192	57,152	58,112	59,072	60,032	60,992	61,952
21	56,452	57,412	58,372	59,332	60,292	61,252	62,212	63,172
22	57,672	58,632	59,592	60,552	61,512	62,472	63,432	64,392
23	57,672	59,852	60,812	61,772	62,732	63,692	64,652	65,612
24	57,672	59,852	62,032	62,992	63,952	64,912	65,872	66,832
25	57,672	59,852	63,382	64,342	65,302	66,262	67,222	68,182
26	57,672	59,852	63,382	64,342	66,652	67,612	68,572	69,532
27	57,672	59,852	63,382	64,342	66,652	67,612	69,922	70,882
<b>Longevity:</b>								
<b>\$2000 @ 25 yrs</b>								
<b>\$2000 @ 30 yrs</b>								

**ARTICLE 20  
EXTRA CURRICULAR**

<u>Class Activities</u>	<u>Group</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Senior Class Advisor	2	2386	2475	2574	2677
Junior Class Advisor	3	1787	1853	1927	2004
Sophomore Class Advisor	5	981	1018	1058	1100
Freshman Class Advisor	5	981	1018	1058	1100
French Club	5	981	1018	1058	1100
Spanish Club	5	981	1018	1058	1100
Yearbook Advisor	3	1787	1853	1927	2004
Play Advisor	4	1591	1650	1716	1785
Chaperones Trips- Ballgames		63	65	67	70
Chaperones Dances		88	91	94	98
Extracurricular Fund Director	3	1787	1853	1927	2004
Band Director	3	1787	1853	1927	2004
Drama Club	4	1591	1650	1716	1785
Honor Society Advisor	4	1591	1650	1716	1785
Model UN	5	981	1018	1058	1100
Student Council Advisor	5	981	1018	1058	1100
Builders Club	4	1591	1650	1716	1785
<b>Coach in g Boys' Athletics</b>					
a. Varsity Basketball	1	3681	3818	3971	4129
b. Modified Basketball	2	2386	2475	2574	2677
c. Modified B Basketball	2	2386	2475	2574	2677
c. Feeder Program Basketball	4	1591	1650	1716	1785
d. Varsity Baseball	2	2386	2475	2574	2677
e. Modified Baseball	4	1591	1650	1716	1785
f. Varsity Soccer	2	2386	2475	2574	2677
g. Modified Soccer	4	1591	1650	1716	1785
h. Spring Soccer(Boys & Girls)	4	1591	1650	1716	1785
<b>Coaching Girls' Athletics</b>					
a. Cheerleading	4	1591	1650	1716	1785
b. Varsity Soccer	2	2386	2475	2574	2677
c. Modified Soccer	4	1591	1650	1716	1785
d. Varsity Basketball	1	3681	3818	3971	4129
e. Modified Basketball	2	2386	2475	2574	2677
f. Modified B Basketball	2	2386	2475	2574	2677
g. Varsity Softball	2	2386	2475	2574	2677
h. Modified Softball	4	1591	1650	1716	1785
<b>Coaching Co-ed Athletics</b>					
a. Cross Country	4	1591	1650	1716	1785
b. Golf	4	1591	1650	1716	1785
<b>Athletic Director</b>		<b>4949</b>	<b>5134</b>	<b>5339</b>	<b>5552</b>

- 20.1 In the event that a teacher member of the bargaining unit shall not fill a listed position as advisor, coach, or other extra-curricular position, the District reserves the right to offer such position to a non-teacher at a rate to be established at its sole discretion. Any such stipend shall not be considered to modify any stipend set forth in the extra-curricular schedule for teachers.

## ARTICLE 21

### RETIREMENT BONUS

- 21.1 Providing all the following conditions are met, a retiring teacher with accumulated sick leave days in excess of one hundred (100) days at the time of retirement shall be paid by the District for those days exceeding one hundred (100) at the following "per day" rate:

2004-05	\$ 90.00
2005-06	\$ 90.00
2006-07	\$ 90.00
2007-08	\$ 90.00

**Conditions:**

1. At the time of retirement, the teacher must be eligible to retire under the NYS Teacher's Retirement System.
2. The teacher must have completed a total of at least twenty (20) years of service in the District.
3. An irrevocable notification of retirement must be presented to the District no later than January 4th of the year of retirement, with an effective retirement date no later than June 30th of the same year (Note: the District maintains the right to make an exception to this notification timeline when it believes that extreme or unexpected occurrences warrant such an exception).
4. No compensation will be made unless all of the above requirements are met.

**Note:** For the purposes of this Article, any teacher who had accumulated two hundred (200) sick days as of June 30, 2004, will be credited with an

additional one (1) year of sick time in the amount of fifteen (15) days.

## ARTICLE 22

### HEALTH INSURANCE NON-PARTICIPATION COMPENSATION

22.1 Teachers will be able to receive addition compensation for non-participation in the district provided hospitalization and major medical plans (Health Insurance plans) according to the following conditions:

No Family Coverage	\$2378
No Individual Coverage	\$ 915
Family to Individual Coverage	\$ 547

22.2 For the purposes of this Article, the following limitations, definitions, criteria and stipulations apply:

- a. The voluntary participation of the teacher is made on an annual basis with sufficient notice to the district to permit budgeting of the compensation;
- b. With each application, the teacher must demonstrate that he/she has health insurance coverage through another group or individual;
- c. Compensation as a result of participation in this Article's plan will be included in the teacher's regular paychecks and will be prorated as with the teacher's normal compensation;
- d. Only those individuals who are eligible to participate in the Family Coverage of the district-provided Health Insurance Plan will be eligible for Compensation for non-participation in Family Coverage while continuing Individual Coverage;
- e. Withdrawal from Non-Participation
  1. Participants can return to the district-provided Health Insurance Plan upon proof of loss of the other coverage, and such return shall be subject to the rules of the carrier (insurance companies). Further, upon return to the district-coverage, any additional compensation as a result of this Article will continue

until the participant is able to return to the district-provided Health Insurance or the end of the school year, whichever takes place earlier;

2. Participants can voluntarily decide to rejoin the district-provided Health Insurance Plan even though they have other coverage provided that they understand that their participation in the district-provided Health Insurance Plan will only take effect subject to the rules of the carrier (insurance companies) and any additional compensation as a result of this Article will cease at the time of the request;

f. No compensation under this Article will be paid to any teacher who does not meet all eligibility requirements as stipulated in this Article.

## **ARTICLE 23**

### **SCHOOL DISTRICT RESTRUCTURING**

23.1 In the event that District officials begin negotiations or discussions to effect a merger or annexation or other restructuring with one (1) or more other districts, the Board of Education shall notify the President of the Association, in writing, of the proposal(s) under consideration, including projected dates, use of present buildings, staffing, busing, and curricular changes, and plans for new buildings, if any, with sufficient detail to permit the Association to make reasoned responses before the Board of Education prior to any Board action to implement the plan.

## **ARTICLE 24**

### **TOTALITY OF AGREEMENT**

24.1 This written agreement constitutes the full and complete Agreement between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

24.2 If any provision of this Agreement or any application of the Agreement shall be

found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force or effect.

## ARTICLE 25

### DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2004 through June 30, 2008.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

8<sup>th</sup> day of November, 2005.

FOR THE WILLSBORO  
TEACHERS' ASSOCIATION

FOR THE WILLSBORO  
SCHOOL DISTRICT

*Marie Tiemens*  
PRESIDENT

*J. Kirk Walter*  
SUPERINTENDENT OF SCHOOLS  
*11-8-05*

