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CONTRACTUAL AGREEMENT
between
WILLIAMSON FACULTY ASSOCIATION
and
THE SUPERINTENDENT OF
WILLIAMSON CENTRAL SCHOOL DISTRICT
OF THE TOWN OF WILLIAMSON
WAYNE COUNTY, NEW YORK



JULY 1, 2007 - JUNE 30, 2010

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WILLIAMSON CENTRAL SCHOOL
INSTRUCTIONAL PERSONNEL AGREEMENT

THIS AGREEMENT made and entered into between the Superintendent of Williamson Central School District of the Town of Williamson, Wayne County, New York, with its principal office in the Town of Williamson, Wayne County, New York (hereinafter referred to as the “District”), and the Williamson Faculty Association an unincorporated membership association with its principal office in the Town of Williamson, County of Wayne, New York (hereinafter referred to as the “Association”).

ARTICLE I - PREAMBLE

The District and the Association firmly believe that the primary function of the District and its professional staff is to assure each boy and girl attending the Williamson Schools the highest level of educational opportunities obtainable. The District recognizes that teaching is a profession; the District and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and its professional staff; the District and Association recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the District and representatives of the Association to negotiate matters of mutual concern and to seek a mutually satisfactory agreement on those matters. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations. Therefore, the District and the Association hereby adopt the procedure hereinafter set forth.

ARTICLE II - RECOGNITION

- A. The District and Association agree that a negotiating unit for “instructional personnel” has been established. The term instructional personnel shall mean all employees who are certified for a particular position by the Department of Education of the State of New York, whether said certification is permanent, provisional, or emergency. This unit shall include but shall not be limited to classroom teachers, guidance counselors, librarians, long term and regular substitutes, school psychologists, teacher assistants but excluding Building Principals, Directors, Assistant Principals, and per diem substitute teachers.
- B. The District, in order to recognize a negotiating agent as an exclusive representative of personnel in a particular negotiating unit requires satisfactory evidence that the negotiating agent in fact represents a majority of the employees in the unit. Such evidence, in the absence of challenge, shall be in the form of a notarized statement of the number of dues-paying members of the Association. In the event of a challenge, the District will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

- C. By virtue of satisfactory evidence heretofore submitted by the Association to the District that the Association does represent the majority of the employees in the District included in the above described negotiating unit, the District hereby reaffirms its recognition of the Association as the official negotiating agent for all employees included in said negotiating unit. Subject to provisions of Article 14 of the Civil Service Law, such recognition shall extend until seven months prior to the expiration of this written collective negotiated agreement.

As a condition for continuation of recognition, the Association shall submit to the District by December 1st of each year a verified statement of the number of dues-paying members of the Association showing a membership of more than fifty percent (50%) of the total employees included in the negotiating unit regularly employed by the school district.

ARTICLE III - DEFINITIONS

- A. Member shall mean “instructional personnel” as defined in Article II - Recognition.
- B. Board of Education or Board shall mean the Board of Education of Williamson Central School District of the Town of Williamson, Wayne County, New York.
- C. Superintendent shall mean the Chief Executive Officer of the District.
- D. Association shall mean the Williamson Faculty Association.
- E. Day as used in this agreement shall be a day in which school is legally in session.
- F. Regular Substitute Teacher shall mean those persons who have been appointed by the Board to substitute for a minimum of one semester, or a long term substitute who has served continuously for more than one semester in the same position. Regular substitutes are entitled all the rights, benefits and privileges of this Agreement.
- G. Long Term Substitute Teacher shall mean a per-diem substitute who serves for a period in excess of twenty (20) continuous days in the same assignment, but less than one (1) semester. Long term substitutes shall be paid the per-diem substitute rate for the first twenty (20) days. Beginning on the 21st consecutive day, long term substitutes shall be paid the daily rate (based on 1/200) of a regular teacher with no prior experience and shall accrue sick leave at the rate of one day for each twenty days of service after the first twenty (20) days. **Credit beyond the starting salary will be considered at the discretion of the Superintendent.**

If the original leave to be filled is known to be longer than 20 days at the beginning of the period, the long term substitute will receive 1/200th of the rate of a regular teacher with no prior experience and shall accrue sick leave at the rate of one day for each twenty days of service beginning on the first day of service. Credit beyond the starting salary will be considered at the discretion of the Superintendent.

ARTICLE IV - PRINCIPLES

- A. Right To Join Or Not To Join. It is further recognized that staff members have the right to join, or not to join, the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- B. Agency Fee. The Williamson Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Williamson Faculty Association an amount equivalent to the dues levied by the Association and transmit the sum so deducted to the Association, in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.
- C. Rights of Minorities and Individuals. The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this agreement.
- D. Work Stoppage Contrary To Law. The District and the Association recognize that all forms of work stoppage by the instructional personnel are contrary to law and public policy. Throughout all negotiations they will make every effort to reach agreement at the local level where the pertinent and ongoing details of the District can be more clearly and thoroughly understood. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage of the procedures in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

ARTICLE V - AREA FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the District and the Association to negotiate and reach mutual understandings regarding matters relating to interpretations of the contract, the handling of grievances and terms and conditions of employment.

The District and the Association recognize that the Board of Education is the legally constituted body responsible for the establishment of policies covering all aspects of the Williamson Central Public School System. The District and the Association recognize that the formulation of policy should be a cooperative process utilizing the resources of the professional personnel. The District and the Association recognize that the District must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate away its legal responsibilities.

Proposed policy changes affecting the terms and conditions of employment of unit members shall be transmitted to the Association President in advance of the School Board meeting at which they will be discussed, and the Association will recommend and/or comment on such proposed policy changes. This paragraph is not intended to diminish the legal rights of the bargaining unit.

ARTICLE VI - PROCEDURES FOR CONDUCTING NEGOTIATIONS

Designated representative(s) of the Superintendent will meet with the representatives designated by the Association for the purpose of discussing and reaching a mutually satisfactory agreement. All meetings shall be held in executive session. The parties shall make available to each other, upon reasonable request, all information pertinent to the issue(s) under consideration.

ARTICLE VII - SAVING CLAUSE

If any provision of this agreement or any application of the agreement to any employee included in the instructional personnel unit heretofore described shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE VIII - DURATION, IMPLEMENTATION, AND AMENDMENT

- A. The provisions of this agreement pertaining to salary and other working conditions have been negotiated between the parties hereto in accordance with the negotiating procedures set forth herein and shall be effective as of July 1, **2007** and shall remain in full force and effect until June 30, **2010**.
- B. Amendments are subject to the mutual consent of both parties.

ARTICLE IX - GRIEVANCE PROCEDURE

- A. A grievance is a claim by a unit member that there has been a violation, misinterpretation, or inequitable application of any provision of this agreement.
- B. The aggrieved will first take the matter up informally or verbally with his/her Building Principal. The aggrieved may be accompanied by a representative of his or her choice. The grievant, in advance of discussions with Building Principal, shall state that such discussion is to be considered an informal grievance discussion. Such informal contact must be made within twenty (20) school days of the event or occurrence giving rise to the claimed grievance. In the event the informal discussion fails to resolve the grievance, the grievant shall reduce the grievance to writing on the District form within ten (10) school days after the informal discussion takes place. The written grievance shall then be presented to the Building Principal. Within ten (10) school days of receipt of the written grievance, the Building Principal will, if requested, meet with the aggrieved and/or his/her representative to discuss the grievance further. The Principal will render his/her decision on the grievance form, in writing, within ten (10) school days of receipt of the written grievance or within five (5) school days after the requested conference, whichever is later. If the grievance is not resolved or if no response is given within the times indicated, the grievant may appeal the grievance to the Superintendent's level.

- C. If the grievance is not resolved within five (5) school days, it shall be submitted by the grievant to the Superintendent within the next five (5) school day period. Information as to the nature of the grievance and its resolution shall be available to the Association.
- D. If the grievance is not resolved within (5) school days, it shall be submitted by the grievant to the Board within the next five (5) school day period for resolution at its next regular meeting.
- E. If the grievance is not resolved by the Board at its next regular meeting or within ten (10) school days thereafter, it may be submitted to binding arbitration.
- F. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, a request shall be made to the American Arbitration Association in accordance with its rules and procedures.
- G. The cost of arbitration will be borne equally by both parties.

ARTICLE X - PROFESSIONAL CONCERN

A. Committee on Educational Concerns

A joint committee composed of representatives of the District and the Association is to be continued, to develop and improve existing professional channels of communication between the Association, Administration and the Board. The major functions of the joint committee during the term of this agreement shall be:

- **Discuss effect of decreasing student population**
- **Develop strategies for increasing district-wide teacher attendance**
- **Discuss the use of 10th period.**
- **Prepare students for the global world of the 21st century**

Other topics will be mutually decided upon by the Association and the District.

- B. The President of the Association, when possible, is to be kept informed in writing about Federally funded and other special programs before they are initiated.
- C. Designated representatives of both the Board and the Association should meet within a reasonable period prior to the Annual School District Meeting to review the budget.
- D. Notice of Openings in the District
Notices of professional openings in the District, with the exception of the Office of Chief School Administrator, will be made known to all personnel, to the extent feasible and practicable, so as to provide present personnel with the opportunity to make timely application for such unfilled positions. When school is in session, ten (10) school days notice of the unfilled position will be given to all personnel.

The days will start on the school day following the Board of Education Meeting when the vacancy was declared. During summer recess, all notices of vacancy will be sent to the Association President. Members who leave a self-addressed, stamped envelope with the District Office will be sent notification of vacancies.

E. School Calendar

Each January the Association will present to the Board of Education its recommendations concerning the following year's calendar, for the consideration by the Board.

F. Superintendent's Conference Days

There shall be six (6) non-teaching days during the school year for use in curriculum development or treatment of other topics of professional concern. These days shall be determined by the Board of Education in planning the school year. Each such day shall commence at the same time as the normal school day and shall extend to the time of closing of the normal school day. All members of the professional instructional staff are required to attend as in the case of any other school day. The agenda for such days will be planned by the administration and curriculum coordinators.

G. Evaluation Procedures

The basic objective of any system of appraisal or evaluation is the improvement of performance. In recognition of the fact that systematic, continuing evaluation of a member can effect an improvement in instruction, the following procedures and areas of evaluation for classroom observation have been established for that purpose. **Additional forms and information on the evaluation process can be located in the mutually agreed upon professional growth plan located on the shared building folders.**

1. Procedures for Probationary employees

- a. Evaluation and observation shall be made by administrative personnel duly appointed by the Board of Education to a position which includes responsibilities for the evaluation and observation of staff.
- b. By the end of October, or within two (2) months of a new member's beginning service, the administrator or his designee shall:
 - (1) Inform the new member of the purpose and procedures used in the evaluation of members prior to any evaluation.
 - (2) Review the forms used in the evaluation process.
- c. Prior to the day of any formal observation, the member will be notified of the day when the formal observation will be conducted.
- d. The formal observation by building level personnel will be for a teaching segment of time no less than thirty (30) minutes.
 - (1) Within five (5) days of the formal observation by an evaluator, the member will be given a written draft report or an informal discussion will take place between the evaluator and the member to discuss the observation. Within the next ten (10) days there will be a post-conference and the written observation will be finalized and delivered to the member observed. If either party believes an additional conference is necessary, it will be provided upon request.

- (2) A member working in two (2) different schools will have his/her formal written evaluations in the school of primary service. The District will designate at the beginning of the year which school is considered the primary service area. The member may be observed in both areas if necessary.
 - (3) Formal observations of non-tenured members by the administrator shall be at least three (3) annually. Two observations will be conducted no later than March 15, the third no later than April 30th.
 - e. A member shall be given a copy of the final evaluation(s) prepared by the administrator. No such report shall be placed in a member's file or otherwise acted upon, without a prior conference with the member.
 - f. Observation and evaluation report(s) will be submitted to and discussed with the member no later than ten (10) school days prior to the last day of school.
 - g. All observation and evaluation forms shall require the signature of the administrator and the member. These forms shall contain the statement "I have received and had an opportunity to read and (do/do not) agree with the above" followed by a space for the member's signature and date. The teacher shall also have the right to submit a written reply to such material and attach it to the file.
 - h. No observation or evaluation form of any kind shall become a part of an individual member's personnel file unless it has met the above conditions.
2. Procedures for Tenured Employees
- a. Tenured staff will be observed at least once every two years.
 - b. All tenured teachers will have a formal or informal observation (with the same conditions as outlined in #1 above) in the clinical supervision model at least once during a six year period.
 - c. During the other years of that cycle, the tenured teacher will have some options to choose from other than just the formal or informal observation. These options may include: informal drop-ins, self review, team evaluation by Principal, peer evaluation, analysis of unit plan, professional growth plan, or teaching rounds.
 - d. In the Fall of 2004, each tenured staff will complete a 6-Year Supervision Plan. Staff becoming tenured will complete a plan at the time that tenure is granted.
 - e. Future observations will be completed according to the 6 Year Supervision Plan. Forms are available in the main office of each building. A copy of these plans will be on file in the District Office.
 - f. Within five (5) days of the formal observation using the Clinical Supervision Model, the member will be given a written draft report or an informal discussion will take place between the evaluator and the member to discuss the observation. Within the next ten (10) days there will be a post-conference and the written observation will be finalized and delivered to the member observed. If either party believes an additional conference is necessary, it will be provided upon request. A member

working in two (2) different schools will have his/her formal written evaluations in the school of primary service. The District will designate at the beginning of the year which school is considered the primary service area. The member may be observed in both areas if necessary.

3. Annual Reviews
 - a. All employees (probationary and tenured) will complete an annual review yearly. The review will be based upon the Professional Standards developed jointly by the District and WFA.
 - b. Annual review forms will be available in the main office of each building **and on the shared building folders.**
 - c. Annual Reviews will be completed first by the staff member and then by the building administrator. The building administrator will complete his/her piece within 14 days of receipt.

ARTICLE XI - EMPLOYEE BENEFITS

A. Insurance

1. Health - The District will pay 85% of the premium to Blue Point 2 High Option (\$5 co-pay) offered by the Non-Monroe County Municipal School District Plan. The District will continue to offer a **Non-Monroe County Municipal School District** Blue Million plan. For present subscribers (those enrolled prior to July 1, 2004), the District will contribute 85% of the cost of this plan's premium. For newly enrolled Blue Million subscribers (July 2004 onward), the District will pay 85% of the Blue Point 2 premium toward the cost of this plan's premium. The District will also offer a Blue Choice Value Plan to its members. The District's contribution toward this plan will also be 85% of the Blue Point 2 premium.

Instructional Personnel after twenty (20) years of service in the Williamson School District, who retire at or after age 55 will be allowed to participate in the District Blue Cross/Blue Shield Plan up until age 65 (or until covered by Medicare). The retiree shall pay twenty five percent (25%) of the premium cost of the individual or family plan and the District shall pay the other seventy five percent (75%) of the premium. In the event of the retiree's death before age 65, a surviving spouse may continue coverage on the same basis as the retiree until the time that the deceased retiree would have reached age 65 or Medicare eligibility, but in no case beyond the surviving spouse's 65 birthday or Medicare eligibility. Retirees or surviving spouses, after termination of retirement benefit, may remain in the plan with the retiree or surviving spouse paying one hundred percent (100%) of the cost of the premium.

2. The District will contribute to a medical spending account (105A Plan) in the following amounts:

	<u>Single</u>	<u>Other</u>
2007-2010	\$ 300	\$ 400

3. Life Insurance - Term Life Insurance with a face value of fifteen thousand Dollars (\$15,000.00) will be provided for each employee represented by the Association. The carrier for such insurance will be selected by the District.

4. Dental - The District will provide dental coverage for association members with the District contributing 50% of the premium cost and the employee paying the remaining 50% of the premium cost. The carrier and program content for such insurance will be determined by the District.

B. Sick Leave Bank

A Sick Leave Bank will be established according to the following terms, conditions and procedures:

1. The Bank shall be funded for the **2007-2008, 2008-2009** and **2009-2010** school year from employees' unused sick or personal days from the previous year. Days remaining from the previous year will be rolled over.
2. The Bank will include any unused days from the previous year and the days donated in September and October of that year but will not exceed 200 days.
3. Employees join the Bank only once and each school year begins with the balance remaining.
4. Interested employees may donate up to 2 sick or personal days to initiate the Bank.
5. Eligibility for the Bank will commence after the employee's first year of employment, when an accumulation of days has occurred.
6. The Bank will be open for donations for new members between the opening of school and September 30th. Forms for new members will be sent to the Association President by the opening of school for distribution.
7. Once the new member assessment has been completed, the Bank will be replenished in October by assessing continuing members one day each until the maximum of two hundred has been reached. **No one will be assessed again until one complete rotation has occurred. Notification will be made from the District Office when continuing members have been assessed an additional day.**
8. The accounting and administration of the Bank is the responsibility of the District.
The District will inform the WFA in writing by September 1st of each year as to the status of the Bank.

Teachers may use the Sick Leave Bank upon the following terms, conditions and procedures:

1. The employee must have contributed at least one day to the Bank.
2. The employee must have exhausted his/her regular paid sick leave.
3. The employee must have been sick as defined for sick leave purposes for ten consecutive school days prior to the commencement of Sick Leave Bank benefits.
4. There must be days in the Sick Leave Bank available for use.
5. The employee, or his representative, must request in writing to the superintendent to draw days from the Bank and provide verification of a medical condition by the physician for the applicant.

6. No employee may use more than 100 consecutive days from the Bank. If this number is reached the employee will be ineligible to draw from the Bank for one year from the date when the maximum was reached.
7. There shall be a 150 day life time limitation of usage from the Bank for an individual.
8. In the event that it is necessary for an employee (who has been on leave using the Sick Bank and has returned to work) to again take leave within 20 days of return, he/she may revert to the Sick Leave Bank immediately without any waiting period.

C. Tax Sheltered Annuity

The District will enter into a written agreement with any member, upon request, to reduce the annual salary as otherwise payable by law to said member, for the purpose of purchasing an annuity for the said member. Any such agreement may be terminated at any time upon written notice by the bargaining unit member.

D. Credit Union

The District will, with written consent of any employee covered by this agreement, deduct from the salary of such employee such amount as may be agreed to by said employee for payment to any credit union connected with or sponsored by the Wayne County Education Association. Such written authorization by the employee may be withdrawn by such employee at any time.

E. Waiver Of Tuition

The District will waive the non-resident tuition charge for children whose parents are members of the Association employed within the District but who live outside of the District.

F. Dues Deduction

The District agrees to such deductions from the salary of its employees for dues of the Williamson Faculty Association, Wayne County Education Association, and New York State United Teachers, provided that no later than September 22nd, the Association submits to the Business Office a list of members for whom dues shall be deducted along with currently dated authorization cards. Concurrently, the Association shall certify the amount of dues to be deducted for each of the organizations involved.

Deductions will commence with the first pay check in October and shall continue in equal installments coinciding with the remaining pay periods in the fiscal year. All money deducted will be deposited at the W.C.T.A. Credit Union, in the Williamson Faculty Association Checking Account. A report of the amount deposited will be sent to the Williamson Faculty Association Treasurer at each pay period.

G. NYSUT Benefit Trust

The District, through the Business Office, will set up payroll deductions for interested members who are insured through the Benefit Trust. The District will be provided a list of participants no later than September 22nd of each year, with payroll deductions to begin with the first check in October.

H. Flexible Spending Account (FSA)

The District will establish a Flexible Spending Account (FSA) Plan. Each member may elect to contribute a portion of his/her salary to the FSA Administrative costs will be paid by the District.

I. Accumulated Sick Leave Benefit Upon Retirement

The District will offer any **teacher** a one time retirement benefit in the amount of **\$65** per unused, accumulated sick day not to exceed 187, with a maximum lump sum of **\$12,155**. The amount of this benefit will be placed in a 403(b) discriminatory account for the employee. The following conditions must be met:

1. **Eligibility begins when the employee is at least 55, has at least 20 years of service in the District prior to the retirement date and is eligible to retire with benefits from the Teacher Retirement System (TRS).**
2. **Eligibility ends three years after the employee becomes fully eligible to retire from the Teachers Retirement System (TRS) without early penalty and has at least 20 years of service.**
3. Employee must notify the District of his or her intent to retire by January 15th of possible retirement and a final letter of retirement must be received **by April 1st** (dated effective June 30th of that year).

For any teacher who does not meet the above requirements the following will apply:

The District will offer any eligible member a one time retirement benefit in the amount of \$65 per unused, accumulated sick day, not to exceed 95, with a maximum lump sum of \$6,175. The amount of this benefit will be placed in a 403(b) discriminatory account for the employee. The following conditions must be met:

1. **Employee must be least 55 .**
2. Employee must have at least **12 years** of service in the District prior to the retirement date.
3. **Employee must be eligible for retirement benefits under the Teachers Retirement System (TRS).**
4. Employee must notify the District of his or her intent to retire by January 15th of the year of possible retirement and a final letter of retirement must be received by **April 1st** (dated effective June 30th of that year).

ARTICLE XII - LEAVES OF ABSENCE

A. Sabbatical Leave

1. Eligibility - All applicants for Sabbatical Leave must be certified teachers with at least five (5) years of teaching experience with the Williamson Central School. Applicants shall sign an agreement to return to the District for a period of one (1) year, except for uncontrollable circumstances. Such agreement shall contain a provision providing for reimbursement to the District on a pro-rata basis for the teacher's salary payments made by the District during the Sabbatical Leave should the teacher elect not to return for the one year period.

2. Procedures - Application for Sabbatical Leave must be submitted to the Board of Education between October 1st and January 1st of the school YEAR IMMEDIATELY PRECEDING THE YEAR DURING WHICH THE SABBATICAL LEAVE IS proposed to be taken. Board action will be taken after the deadline. Applicants must file with the Superintendent and the Board of Education a statement of the definite purposes for which the Sabbatical Leave is desired. They may be as follows:
 - a. Formal graduate study. If a leave is granted for graduate study for a full year, at least 24 credit hours of work must be taken; if for a half year, at least 12 credit hours must be taken. Consideration will be given for internship in meeting the above credit hours.
 - b. Independent research approved by the Superintendent and the Board of Education.
 - c. Writing a doctoral thesis.
 - d. Educational travel approved by the Superintendent and/or the Board of Education.
 - e. No more than one (1) Sabbatical Leave shall be granted in one year.
3. Criteria for granting leave: First consideration will be given to those Sabbatical Leave plans which involve the greatest self-improvement and greatest benefit to the school system. A second consideration will be the seniority of the staff members applying for the leave. Selection shall be made in accordance with the recommendations of the Superintendent and shall be at the discretion of the Board of Education.
4. Persons granted a Sabbatical Leave will be required to report, at the end of the leave, to the Superintendent and the Board of Education, including in their report a detailed statement of the nature of their experiences gained through the Sabbatical Leave, and the applicability of those experiences to the individuals at Williamson Central School. When leave is granted for graduate work, an official transcript pertaining to the work taken will be required.
5. An individual on Sabbatical Leave will be paid one-half ($\frac{1}{2}$) of the salary he/she would be earning if they were in regular service.

B. Judicial Leave

Instructional personnel may be permitted, by consideration on an individual basis by the Administration and/or the Board, the following leaves of absence without loss of pay:

1. Court Appearances
 - a. Upon the teacher informing the Superintendent that a subpoena has been served on said teacher, time necessary for appearance at any legal proceedings either connected with the teacher's employment or with the School District or not related to the teacher's employment when required by law to appear.
 - b. The person called for duty will receive the regular rate of pay from the District for the days of required duty.
 - c. When such employee is required to serve on a jury or appear in a court, they will report back to the school the same day whenever they are released from court responsibilities prior to 12 noon.

- d. Members of the Bargaining Unit who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law.

C. Professional Leave

1. Conferences and Conventions

Any member wishing to attend a conference, convention or meeting, including, for example, subject matter seminars, methods seminars, or professional association meetings, must submit a request to their Building Principal fifteen (15) days prior to the start of such conference, convention or meeting. Attendance at all such conferences, conventions or meetings must be approved by the Superintendent after recommendations of the Building Principal. No member will be required to arrange for their own substitute. A brief report and evaluation of all meetings, conferences and visitations for which expenses are paid by the District must be submitted to the Superintendent before expenses will be paid.

2. Visitation Days

Members will, after timely application to and approval by the Building Principal and the Superintendent, be granted leave for visitation purposes one day per year. A second day may be granted at the discretion of the Superintendent. Written reports of the visitation accomplished shall be submitted by the member to his or her Building Principal. No more than three percent (3%) of the faculty shall be granted visitation leave for any one day, without approval of the District. Substitutes for members granted visitation days will be furnished by the District.

3. IEP Writing

Any Special Education Teacher whose duties require the writing of I.E.P.'s shall be given time to complete these documents. The number of days approved will depend on the teacher's caseload. A teacher with a caseload of greater than ten (10) students will be allowed two (2) days and a teacher with a caseload of ten (10) or less students will be allowed one (1) day.

4. WFA Business

A total of eighteen (18) days per year shall be granted to the Association for the conducting of Association business and for conferences/meetings related to Association business, but no individual may take more than six (6) Association business days per year. Notice will be given five (5) days prior to the event, whenever possible, and the District will provide substitutes.

5. Curriculum Coordinators

In addition to the stipend provided for in the agreement, Curriculum Coordinators for K-4, because of the number of teachers they are responsible for, will be permitted one-half (½) day per month free from duties to pursue the activities required of the position. Curriculum Coordinators in grades 5-8 and 9-12 will be

permitted one-half (½) day per semester free from duties to pursue the activities required of the position.

D. Personal Days, Family Illness and Bereavement Days

1. Personal Days

The District will grant to each member up to three (3) days of personal leave per year in addition to accumulated sick days without financial loss. These days will be granted when requested upon receipt of a written statement that such leave will not be used for recreational or social activities and further, that applications for any personal leave day to be taken on a day immediately preceding or immediately following any three day weekend, holiday or school vacation, be on a form containing a detailed statement of the reason for such request, which may be approved at the discretion of the Building Principal. No more than five percent (5%) of the members shall be granted simultaneous personal leave days. Unused personal leave days will be added to accumulated sick leave at the end of each school year, except as provided by the terms of the Sick Leave Bank provisions.

2. Family Illness

Each member of the instructional staff may use up to ten (10) days of family illness leave per year chargeable to the member's sick leave allowance. Whenever an individual exceeds the 10 days of Family Illness Leave, the individual may request and the Superintendent may allow, in the Superintendent's sole discretion, up to five (5) additional days of family illness leave be deducted from the individual's accumulated sick leave total. For the purpose of this provision, the term "immediate family" is defined as including the unit member's parents, spouse, significant other, children, siblings. Additional requests may be allowed under this clause at the discretion of the District and/or its representatives.

3. Bereavement Days

Each member shall be granted leave for the death of an immediate family member for up to three (3) consecutive days per incident. Such leave is nontransferable and non-accumulative. For the purpose of this provision, the term "immediate family" is defined as including the unit member's parents, grandparents, spouse, significant other, children, siblings or the parent of a spouse, brother-in-law or sister-in-law of unit member. Attendance at funerals of more distant relatives or close associates may be allowed under this clause at the discretion of the District and/or its representatives.

E. Sick Leave

In cases other than sudden or emergency illnesses or disabilities, the member is expected to give his or her best estimate of the onset and expected length of necessary sick leave as early as such estimate can be practicably made. The sole purpose of such notice shall be to enable the administration to have ample time to arrange for a substitute. In no case

shall the member's estimate be binding upon them for the actual commencement or duration of necessary sick leave.

1. Each member shall be allotted a total of fifteen (15) days of sick leave per year accumulative to two hundred (200) days.
2. Regularly employed certified, part time personnel shall receive sick leave proportional to the time employed within the District.
3. Records of member attendance and accumulated sick leave shall be kept by the school office and a copy of each individual's record shall be given to him/her at the opening of school.

F. Child Rearing Leave

Each member shall be permitted an unpaid Child Rearing Leave up to a maximum of one (1) year upon the birth or adoption of a child. A maximum of one (1) additional year may be granted at the sole discretion of the Board of Education. Such leave must commence upon adoption or birth or, in the case of a member taking pregnancy disability leave, immediately following such disability leave. Members will give the District advance notice as soon as practicable of their best estimate of the inception of such leave. Requests for Child Rearing Leave shall be submitted in writing to the Superintendent for action by the Board of Education. At the time of the request for Child Rearing Leave, the member shall include a written statement of the intended date of return. The return date shall ordinarily be at the beginning of a semester. Any variation from the intended date of return must be transmitted in writing to the Superintendent for approval at least sixty (60) days in advance of the original date of return [*Question and Answer Booklet available from District Office.]

G. Other Leave

Non-Paid Leaves of Absence: The Board of Education may, at its discretion, upon individual application grant leaves of absence for other than maternity and adoption leave purposes. For leaves of less than five (5) months duration, the District will continue its contributions to the existing medical and hospital insurance plan, during such authorized leaves of absence. Upon returning to regular service, the member will be paid the contract salary increase due the year of return.

ARTICLE XIII - EMPLOYEE COMPENSATION

A. Traveling Expense

Mileage Compensation for approved use of personal cars in the conduct of school business will be **based on the amount the Board of Education approves at the annual reorganizational meeting**. Payment will be made upon presentation of a trip log and claim form. Payment of claims will be on a monthly basis. Claims must be presented by the first Wednesday of each month.

B. Traveling Teachers

Traveling teachers will be paid a stipend per semester, which will be inclusive of mileage reimbursement as per the following schedule:

- From High School to Middle School or High School to Elementary School travel one way - **\$50.00.**
- From High School to Middle School or High School to Elementary School travel round trip - **\$100.00.**
- From Middle School to Elementary School travel round trip - **\$50.00.**

Employees not traveling on a daily basis will be paid on a pro-rated basis per the following:

- Travel every other day - 50% of stated amount shown.
- Travel one, two, three, or four days per week - 20%, 40%, 60%, 80% respectively, of stated amount.

Payment will be made when the employee submits a claim form to the business office at the end of each semester. Only 10 month employees are eligible. Only employees administratively assigned are eligible.

C. Summer Employment

The District shall provide a rate of **\$25** per hour for approved curriculum work or school improvement work as part of the Building Planning Team. The regular summer work day shall be six (6) working hours. Attendance at summer in-service shall be compensated at the highest per diem substitute rate. In lieu of the per diem rate or the hourly rate, the individual may opt for in-service credit to be added to the base salary.

D. Inservice Pay

In-house presenters rate of pay will be \$100 per session; 2 or more presenters \$150/session. Session defined as 1 ½ -2 hours. More than 2 hours – multiple sessions.

E. Additional Credit Hours After Initial Hiring

1. Masters Degree

Teachers who attain a Masters Degree after their initial hiring, and who submit transcripts verifying the same, will be compensated at the rate of one thousand dollars (\$1,000). This shall be permanently added to the teacher's base salary. In order to be compensated during a given school year, the verifying transcript must be received by the 1st Friday of the first week of school that year.

In addition, staff working towards a Masters Degree will be reimbursed for one course per school year at the current State University rate. In order to receive tuition reimbursement, written application shall be made to the Superintendent by the employee and the Superintendent's written approval must be received prior to enrollment in the course or program. To be reimbursed for tuition, the employee shall submit to the District Business Office, upon satisfactory completion of the course, official receipts for tuition expenditure and a transcript from the Registrar's Office.

The district will only give credit for one Masters Degree in a teacher's career unless written permission has been granted prior to starting classes.

2. **Credit beyond the Masters Degree**

Full tuition reimbursement (at current State University rate) will be compensated to the Master + 60 level. In order to receive payment or tuition reimbursement, written application shall be made to the Superintendent by the employee and the Superintendent's written approval must be received prior to enrollment in the course or program. To be reimbursed for tuition, the employee shall submit to the District Business Office, upon satisfactory completion of the course or program, official receipts for tuition expenditure and the official transcript from the Registrar's Office. Staff will be reimbursed for one course per year at the state tuition rate. Additional course reimbursement will be considered by the Superintendent in state-wide shortage areas or district need areas.

The other option for reimbursement is to have the credit added to the base salary at the rate of \$34.00 per credit hour up the limit of Master's + 60.

3. **Inservice Credit**

Approved in-service credit will be added to a teacher's base salary at the rate of \$34.00 for 15 hours of inservice.

F. Governance Positions Pay:

GOVERNANCE POSITIONS PAY	4.50%	4.00%	3.80%
	2007-08	2008-09	2009-10
K-4 Curriculum Coordinator	1585	1649	1711
5-8 Curriculum Coordinator	1585	1649	1711
9-12 Curriculum Coordinaor	1585	1649	1711
Grade Chair K-8	642	667	693
Building Planning Team	325	338	351
ESPET	249	259	268
ILSPET	249	259	268

G. Teacher Compensation:

Effective July 1, 2007 – June 30, 2008

	<u>Bachelors</u>	<u>Masters</u>
STARTING SALARY	\$38,000	\$39,000

Returning teachers raises will be between 4.4% and 3.0%.

Effective July 1, 2008 – June 30, 2009

	<u>Bachelors</u>	<u>Masters</u>
STARTING SALARY	\$39,000	\$40,000

Returning teachers raises will be between 4.2% and 3.0%.

Effective July 1, 2009 – June 30, 2010

	<u>Bachelors</u>	<u>Masters</u>
STARTING SALARY	\$40,000	\$41,000

Returning teachers raises will be between 4.2% and 3.0%.

National Certification

For instructional members who attain an advanced certification from the National Board for Professional Teaching Standards, the district will add fifteen hundred dollars (\$1,500) to their base salary in the year they achieve this certification.

School Psychologists/Guidance Counselors

Length of year - 11 months – Teacher Schedule + 20 additional days between the end of the school year and the beginning of the next school year.

Additional pay for certification - Because both certification areas require 60 hours of credit to become permanently licensed, Psychologists and Counselors will receive a stipend (\$1,000) beyond the Masters Degree. Psychologists will receive the stipend upon being hired in the District with the 60 hours completed. School Counselors will receive the stipend when the 60 hour program is completed. (Note: If hours have been credited, the person will receive the difference between \$1,000 and the credited hours. If reimbursement is chosen, the person will not receive any stipend at completion).

H. Teaching Assistants

Effective July 1, 2007 - June 30, 2008

Starting Salary \$17,500*

Each returning teacher assistant will receive a 5.0% increase.

Effective July 1, 2008 - June 30, 2009

Starting Salary \$18,000*

Each returning teacher assistant will receive a 5.0% increase.

Effective July 1, 2009 - June 30, 2010

Starting Salary \$18,500*

Each returning teacher assistant will receive a 5.0% increase.

*When teacher assistants reach Level III status, an additional thousand dollars (\$1,000) will be added to their base salary. This will apply to teacher assistants who were certified prior to February 2004 as well as those certified after this point.

Inservice Compensation

Teacher Assistants may choose one of the following options:

1. Reimbursement of registration fee
2. Stipend **\$50.00 for one college credit or 15 hours of inservice**
3. Release time - no pay
4. **\$34.00** to their base salary for **15 hours of inservice or one college credit**

Accumulated Sick Leave Benefit Upon Retirement

The District will offer any eligible Teacher Assistant a one time retirement benefit in the amount of \$30.00 per unused, accumulated sick day not to exceed 187 with a lump sum amount of \$5,610. The amount of this benefit will be placed in a 403(b) discriminatory account for the employee. In order to be eligible for this benefit, the employee must have **12 years of service** in the District as a Teacher Assistant prior to the retirement date and **the teaching assistant must be eligible for retirement benefits under the Teachers Retirement System (TRS).**

Duty-Free periods

Each Teacher Assistant will be entitled to a duty free lunch and one planning period. The planning period should be scheduled, if at all possible, in conjunction with his/her cooperating teacher.

Teaching Hours

Teacher Assistants shall work the same number of hours/day as teachers.

Extra Curricular Compensation

Activity	4.5%	Longevity	4.0%	Longevity	3.8%	Longevity
	2007-08	2007-08	2008-09	2008-09	2009-10	2009-10
Director-High School Musical	1969	2028	2048	2110	2126	2190
Assistant Director-High School Musical	692	713	719	741	747	769
Set Design & Construction-High School Musical	537	553	559	576	580	597
Accompanist-High School Musical	597	615	621	639	645	663
Choreographer-High School Musical	537	553	559	576	580	597
Director-Middle School Musical	1844	1899	1917	1975	1990	2050
Assistant Director-Middle School Musical	646		672	692	697	718
Accompanist-Middle School Musical	337	347	350	361	363	375
Rehearsal Accompanist/rehearsal (5 max)	18	18	19	19	20	20
Director-Elementary School Musical	1432	1475	1489	1534	1546	1592
Assistant Director - Elementary School Musical	502		522	537	541	558
Accompanist - Elementary School Musical	239	246	248	255	258	265
Music Festivals per person (14 max.)	239	246	248	255	258	265
Newspaper per issue H.S. & M.S.	168	173	175	180	182	187
Yearbook-High School	2431	2503	2528	2603	2624	2702
Yearbook K-8	1676	1726	1744	1795	1810	1863
Varsity Club	440	454	458	472	475	490
Ski Club - one H.S. & one M.S.	837	862	871	897	904	931
H.S. Drill Team Instructor	1221	1257	1270	1307	1318	1357
M.S. Drill Team Instructor	896	924	932	961	967	997
H.S. Marching Band Instructor	684	704	711	733	738	761
M.S. Marching Band Instructor	525	541	546	562	566	584
Senior Class Advisor	1676	1726	1744	1795	1810	1863
Junior Class Advisor	1510	1555	1571	1618	1631	1679
Sophomore Class Advisor	1341	1381	1395	1437	1448	1491
Freshman Class Advisor	1173	1207	1220	1255	1266	1303
H.S. Student Council Advisor	837	862	871	897	904	931
M.S. Student Council	711	733	740	763	768	792
National Honor Society	837	862	871	897	904	931
Oratorical	671	691	698	718	724	746
History Bowl per person-2 max.	211	218	219	227	228	235
Learning Fair Coordinator	337	347	350	361	363	375
French Club	337	347	350	361	363	375
Spanish Club	337	347	350	361	363	375
International Club- M.S.	337	347	350	361	363	375
International Club - H.S.	418		435	448	451	465
Volunteer Club - M.S.	941		978	1007	1015	1046

Volunteer Club - H.S.	1045		1087	1119	1128	1162
SADD Advisor - M.S.	477	491	496	511	515	530
Intramural Coordinator (MS) (per sport-10 sessions per sport, 3 sports yearly max.)	168		175	180	182	187
Art Club	337	347	350	361	363	375
Business Club	1009	1039	1049	1080	1089	1121
Drama Club-HS	597	615	621	639	645	663
Link Crew per person - 2 max	1585		1649	1698	1711	1763

Year to Year Longevity – If an individual continues in the same extracurricular assignment for the next year, that person will receive an additional 3% over the base salary for that year. Every attempt will be made to fill openings with certified teaching staff before going to classified or outside personnel.

New Clubs

New Clubs may be established upon written request of a staff member and Building Principal to the Superintendent. The rationale and recommended rate of compensation will be mutually agreed upon between the District and the Association. The Board of Education will have final approval.

Coaching Compensation

2007-2008-4.5%							
YEARS	1	2	3	4	5	6	7
Long Season Sports (Basketball, Indoor Track, Wrestling & Varsity Cheerleading)							
Varsity	3641	3814	3987	4192	4393	4694	5025
J.V.	2854	3004	3156	3324	3594	3864	4155
Short Season Sports(all other sports)							
Varsity	2753	2880	3020	3163	3384	3621	3878
J.V.	2158	2266	2388	2509	2708	2913	3131
All Middle School	1661	1748	1840	1936	2109	2266	2438
2008-2009-4.0%							
YEARS	1	2	3	4	5	6	7
Long Season Sports (Basketball, Indoor Track, Wrestling & Varsity Cheerleading)							
Varsity	3787	3967	4147	4360	4569	4882	5226
J.V.	2968	3124	3283	3457	3738	4018	4321
Short Season Sports(all other sports)							
Varsity	2863	2995	3141	3289	3519	3765	4033
J.V.	2244	2356	2483	2609	2817	3030	3256
All Middle School	1728	1818	1913	2014	2194	2356	2535
2009-2010-3.8%							
YEARS	1	2	3	4	5	6	7
Long Season Sports (Basketball, Indoor Track, Wrestling & Varsity Cheerleading)							
Varsity	3931	4117	4304	4525	4742	5068	5425
J.V.	3080	3242	3407	3589	3880	4171	4485
Short Season Sports(all other sports)							
Varsity	2972	3109	3260	3414	3653	3909	4186
J.V.	2329	2446	2578	2708	2924	3145	3380
All Middle School	1794	1887	1986	2090	2277	2446	2631

For any season that extends beyond sectionals, the coach of that sport will be paid an additional stipend of \$150/wk. (Mon. – Sun.).

Coaching Experience:

In the Williamson Central School District, a teacher will be given full credit for his or her years of coaching experience provided these years are in the same sport to which he or she is going to be assigned. If a teacher has experience coaching a sport other than the one to which he or she is to be assigned, he or she shall receive a maximum of three (3) years of credit towards that sport to which he or she is intending to coach.

Unfilled Junior Varsity Positions: If the District is unable to fill a Junior Varsity coaching position after advertising this position for thirty (30) days, a Varsity Coach may apply to take on these additional duties. Payment for this assignment shall be one-half (1/2) the corresponding Junior Varsity salary if practices and competition schedules are compatible. If separate practices and separate competition schedules exist, payment shall be the full Junior Varsity salary at the corresponding level of experience. Such assignments, as recommended by the Athletic Director, are subject to the approval of the Board of Education.

Credit for prior coaching experience outside the District may be granted (not to exceed years of coaching experience) and is negotiable at the time of hire.

Multiple Sport Incentive:

Any person coaching two (2) sports in a given school year will receive additional incentive salary equaling 5% of their gross coaching salary. Any person coaching three (3) sports in a given school year will receive an incentive salary equaling 8% of their gross coaching salary.

Longevity:

An incentive shall be paid to coaches who have coached in the District according to the following: \$250 the 10th-14th year; \$350 the 15th-19th year; \$450 the 20th-24th year; \$550 the 25th year and above.

Head Supervisor

When an administrator is not present at an event requiring paid teacher supervision as currently practiced in the District, one of the teachers supervising the event will be asked to volunteer as Head Supervisor and will receive \$6.00 additional for the event.

Supervisor Pay

Bus Trip - Basketball	53.00
Supervision	53.00
Scorers, timers - per game	27.00
Scorers, timers - per night	53.00

ARTICLE XIV- TERMS & CONDITIONS OF EMPLOYMENT

- A. Pay Dates
All members of the “instructional unit” will be paid on a bi-weekly basis. If any pay day falls on a date when school is not in session, the checks will be distributed on the last day of school prior to the vacation period, when and to the extent that this can be legally accomplished.
- B. Credit For Teaching Experience
Salary credit for prior teaching experience up to and including **seven (7)** years is to be granted to any teacher accepting a position in the Williamson school system. Credit for service beyond **seven (7)** years may be negotiated on an individual basis.
- C. Credit For Military Service
The District will grant salary credit up to four (4) years for active military service in the armed forces of the United States performed by members of the faculty, regardless of when such military service occurred, except that such credit will be rounded off to the nearest year, and that such credit shall not be retroactive.
- D. Policy and Administrative Manual
Two up-to-date copies of the District Policy and Administrative Manuals shall be available for review in the library in each building. One copy will be available to be signed out. Copies of each manual will be in the District’s Central Office and copies of each manual will be provided to the President of the Association. Employees are encouraged to become familiar with the contents of Board Policy Manual. Specific Board policies which the District expects employees to know and enforce will be made a part of the teacher handbook. In the event the policy is extensive in nature, its number and title will be referenced in the teacher handbook.
- E. Free Lunch Time
There shall be a minimum of one-half hour of duty free lunch time for each employee each day.
- F. Employee Assignment
Any proposed change in the assignment of an employee relative to subject area, level, building or number of classes, will be discussed with that employee by the administrator. The employee’s suggestions and ideas, relative to the change, will be considered in the administrator’s final determination. The employee’s qualifications and seniority at the present grade level or assignment will also be considered.
- G. Class Size/Mainstreaming
The District recognizes the need to maintain appropriate class size in regard to teacher/pupil ratio and will make every attempt to keep class sections at a reasonable size so that effective instruction can be insured. Class sizes may vary depending on a variety of factors (grade level, grouping practices, scheduling factors)
It is further recognized that students with special education needs pose additional concerns and the number of students with these needs per class will be considered when

scheduling. Before a mainstreamed placement is finalized, a meeting with the receiving teacher will be held.

H. Employee Protection

- (1) An employee will immediately report, in writing, all cases of assault and/or battery suffered by him or her in connection with their employment to his/her Principal.
- (2) The District will reimburse employees for reasonable cost of any clothing, dentures, eyeglasses, hearing aids, or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by an employee while acting in the discharge of their duties within the scope of their employment.

I. Non-Tenured Teachers

If a probationary teacher who is denied tenure requests the reason for such denial, the reasons shall be provided orally by the Superintendent, unless requested in writing by the teacher.

J. Teacher Planning and Preparation

The Williamson Faculty Association and the Board of Education agree that adequate teacher planning time is important. Whenever a teacher is absent, a clearly marked book containing short-range plans, a daily schedule and any other material that may be of value to a substitute teacher shall be made available to the Building Principal, so that the instruction of the students may reasonably continue.

K. Teacher Dismissal

No teacher with more than two (2) years of service in the District shall be dismissed or disciplined without just cause.

L. Just Cause

No unit member enjoying the benefits of tenure shall be disciplined or dismissed except for just cause and by the process provided for in this article. No charges under this article shall be brought more than three years after the occurrence of the incompetence or misconduct, except when the charge is of misconduct constituting a crime when committed.

1. If the District desires to discipline a tenured unit member by the imposition of a written reprimand, a suspension without pay of twenty (20) days or less, or a fine of not more than five hundred dollars (\$500.), the following procedure will apply:
 - a. The Superintendent shall give the unit member written notice of the discipline desired and of the charge or charges constituting just cause for the discipline. The Superintendent may also, but shall not be required to, specify the remedial action which the unit member will be required or recommended to take toward correcting the behavior which resulted in the charge(s) being brought against the unit member.
 - b. Within ten (10) days of service upon the unit member of the written notice as provided in (1) above, the unit member shall have the right, but shall not be required, to meet with the Superintendent to discuss the disposition of the charge(s). The unit member shall have the right to representation at

such a meeting. Within fourteen (14) days of service of written notice upon the unit member, he/she shall have the right to elect one (1) of the following options for disposition of the charge(s).

- (1) The unit member may consent in writing to the imposition of the proposed discipline or a mutually agreeable alternative, including any remedial action. The notice of charge(s) and of the final disposition, with the unit member's consent endorsed upon or attached to it, will be placed in the unit member's personnel file and the discipline will be imposed. In such case the unit member's consent shall be deemed a waiver of the unit member's rights under section 3020-a of the Education Law.
- (2) The unit member may elect in writing to have the charge(s) disposed of by the procedures specified in section 3020-a of the Education Law. If the unit member so elects the Superintendent shall forthwith commence such a proceeding.
- (3) The failure by the unit member to make a timely election of either option (a) or (b) above shall constitute a waiver of the unit member's rights under section 3020-a of the Education Law. In such case a copy of the notice of charge(s) will be placed in the unit member's personnel file, and the proposed discipline will be imposed. Such action shall not be subject to the grievance process provided by this Agreement.

2. If the District desires to dismiss or discipline a tenured unit member by the imposition of a suspension without pay of greater than twenty (20) days or a fine of more than five hundred dollars (\$500.), and the charge(s) concern pedagogical incompetence or issues involving pedagogical judgment, the following procedure will apply:
 - a. The Superintendent shall give the unit member written notice of the desired discipline and of the charge(s) constituting just cause for discipline. The Superintendent may also, but shall not be required to, specify the remedial action which the unit member will be required or recommended to take toward the correcting the behavior which resulted in the charge(s) being brought against the unit member.
 - b. Within ten (10) days of service of the written notice upon the unit member as prescribed in 1 above, the unit member shall have the right, but shall not be required, to meet with the Superintendent to discuss the disposition of the charge(s). The unit member shall have the right to representation in such a meeting. Within fourteen (14) days of service of written notice upon the unit member, he/she shall have the right to elect either one of the following options for disposition of the charge(s):
 - (1) The unit member may consent in writing to the imposition of the proposed discipline or mutually agreeable alternative, in which case a copy of the notice of charge(s) and of the final disposition, with the unit member's consent endorsed upon or attached to it, will be placed in the unit member's personnel file, and the discipline will be imposed. In such case the unit member's

consent shall be deemed a waiver of the unit member's rights under section 3020-a of the Education Law.

- (2) The unit member may elect to enter into an improvement period, which shall automatically stay any further proceedings on the charge(s). In such case the unit member's election shall be deemed a waiver of the unit member's rights under section 3020-a of the Education Law and an agreement that the charges will be disposed of by arbitration as hereafter provided. The Superintendent will immediately schedule a meeting with the immediate supervisor, the unit member, and a representative of the unit member's choice, for the purpose of commencing a process for improving the unit member's performance. The improvement period shall commence with this meeting and shall not be less than 60 school days nor more than 120 school days. The unit member shall be required to design and execute a professional improvement plan intended to substantially remediate the pedagogical inadequacies specified in the charge(s) within the period allotted. The improvement period shall be supervised by the unit member's immediate supervisor.

The improvement period may include a period of mandatory or voluntary suspension from regular duties for the purposes of planning, training, workshops, observation of and consultation with other professionals, or other activities intended to prepare the unit member to return to the performance of regular duties.

- (3) The unit member may elect in writing to have the charge(s) disposed of by the procedures specified in section 3020-a of the Education Law. If the unit member so elects, the Superintendent shall forthwith commence such a proceeding.

- c. At any time after the 61st school day but no later than the 120th school day of an improvement period, as defined in 2(c) above, the Superintendent shall give the unit member a final written notice stating whether the Superintendent is satisfied with the unit member's remedial efforts and withdraws the charge(s) or that the Superintendent intends to proceed with the charge(s). If the Superintendent is satisfied with the resolution of the charge(s), a copy of this written notice signed by the Superintendent shall be attached to the original notice of charge(s) in the unit member's personnel folder. If the Superintendent intends to proceed with the charge(s), the unit member shall have ten (10) school days from receipt of this notice from the Superintendent to demand arbitration of the charge(s). The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The costs of arbitration shall be borne equally by both parties and the arbitrator's decision shall be final and binding.

3. Any charge(s) against a tenure unit member which are not provided for by 1. or 2. above shall be disposed of according to the procedures of section 3020-a of the Education Law.

M. Reduction In Force

In the event there is a reduction in the number of employees by the District, the following procedures and requirements will apply:

- (1) The Williamson Faculty Association will be notified of the number of employees to be laid off.
- (2) The reduction in work force will be accomplished through attrition to the extent possible.
- (3) In the event it is impossible to effectuate any or all of the reduction in force by attrition, then the least senior employee in the relevant tenure area as defined by the most recent statutes, rules and regulations of the Commissioner of Education, will be laid off.
- (4) Employees so laid off will be placed on a preferred eligibility list for a period of not less than seven (7) years.
- (5) To the extent possible, the District will make an effort to place the laid off employee in another position.
- (6) In the event an employee is laid off during the school year, and until such time as the employee achieves other full time employment in the field of training, the District will continue Blue Cross and Shield premium payments for the balance of the school year.

N. Personnel Files

Each member may inspect the contents of his/her own personnel file and make copies of any documents therein, provided that letters of recommendation for the employee and college placement folders, which will be kept in a separate envelope, will not be subject to review by the employee. The employee shall be entitled to have a representative accompany him/her during such a review. No material critical of the employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had an opportunity to review such material, and to acknowledge receipt by affixing his/her signature to the file copy, with the express understanding that such signature in no way indicates agreement with the contents thereof, and may submit a written response to such material. His/her response shall be reviewed by the Superintendent or Building Principal and attached to the file copy. A copy of any material removed from the file will be given to the employee.

The District will attempt to accommodate the requests of employees to review their files as soon as practicable. It is expected that employees will provide reasonable notice to the office for review of the personnel file during the open office hours and while the appropriate office personnel are on duty. Upon first review of the file, the employee will initial and date the items in the file. This initialing indicates merely that the item has been seen and does not indicate agreement with the contents. Any new material placed in the file subsequent to the first initialing will be initialed and dated when the employee reviews the file again.

ARTICLE XV - MUTUALITY OF OBLIGATION

- A. It is understood and agreed that the District and the Association will make every good faith effort to carry out the spirit as well as the letter of this agreement, subject to the law.

Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to strikes or work stoppages by public employees for the duration of this agreement. The parties further agree that negotiations will not be re-opened on any item whether contained herein or not during the life of this agreement.

- B. The District hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this agreement. District rules and regulations not altered by this agreement are considered to be ongoing policy and shall remain in effect unless altered specifically by this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the _____ day of _____.

SUPERINTENDENT
WILLIAMSON CENTRAL SCHOOL

_____(L.S.)

WILLIAMSON FACULTY ASSOCIATION

_____(L.S.)

_____(L.S.)