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CONTRACT AGREEMENT
BETWEEN
THE WATERVILLE CENTRAL SCHOOL
AND
THE WATERVILLE TEACHERS' ASSOCIATION

July 1, 2009 - June 30, 2015

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PREAMBLE

The Board of Education, the Administration and the Waterville Teachers' Association assert that their common goal is the pursuit of a sound educational program.

* * * * *

This Agreement exists between the Waterville Central School District (hereinafter referred to as the District) and the Waterville Teachers' Association (hereinafter referred to as the Association.)

In consideration of the mutual covenants and promises herein contained, the parties agree as follows:

ARTICLE I

RECOGNITION

1. The Waterville Central School Board of Education, having determined that the Waterville Teachers' Association is supported by a majority of teachers in the unit consisting of all professional employees in the field of education employed by the Board of Education of Waterville Central School District (except Superintendent, Secondary and Elementary Principals, Business Manager, Curriculum Coordinator and non-district employees who perform extra duty functions other than coaches), hereby recognizes the Waterville Teachers' Association as the exclusive negotiating agent for the teachers in such unit. The public employer shall extend to the Waterville Teachers' Association unchallenged recognition status until the next succeeding budget submission date, and thereafter, for additional periods of twelve months.

2. The Association affirms that it does not assert the right to strike against the school district or any government, to assist or participate in such a strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II

NEGOTIATION PROCEDURES

Either party may request to open negotiations any time before the first Monday in February.

ARTICLE III

CONSULTATION ON EDUCATION

1. The Board of Education and the Teachers' Association desire to encourage the active participation of teachers in development and implementation of the best possible educational programs for the students of the Waterville Central School, including local, state and federal aid programs, streamlining cost, educational programs, peer review, evaluations, and all other aspects pertinent to the educational program of the district.
2. The Teachers' Association will appoint a committee to consult with and to make recommendations to the Board of Education. The Association or Board of Education may, if so desired, utilize the services of experts and consultants and may call upon such persons to participate in said meetings to achieve the goals of good education.
3. A committee consisting of five (5) members agreed upon by the Association will meet jointly with a committee of three (3) Board of Education members appointed by the Board of Education monthly, beginning in September, unless mutually agreed otherwise. Additional members of the committee, including observers, will be mutually agreed upon. No administrator shall be a permanent member.
4. It is clearly understood and agreed upon that the consultation procedure shall not be construed to require any party to this agreement to consent to any change, modification, or reopening of this agreement.
5. Before any decisions of this committee are recommended to the Board, there shall be mutual consent within the committee.

ARTICLE IV

TEACHER RESPONSIBILITY

1. Although it is not deemed necessary to write in detail a teacher's duties and responsibilities, it is mutually agreed by both parties to this agreement that teachers are employed for the express purpose of supervising, teaching, counseling, guiding, and controlling pupils, including general school discipline in addition to the classroom. Part of the teacher's responsibility is to open the room and be in the room or about the corridor adjacent to the room on time. It is also reasonable to expect the teacher to be at the door when classes pass and ready to close the door when the class bell rings.
2. Teachers are responsible for immediate personal supervision of pupils placed under their jurisdiction in classes, home rooms, study rooms, activities, etc., at any and all times during regular school sessions and school-sponsored and approved activities. During the regular school session, teacher supervision of pupils includes responsibility for actual instruction appropriate for the course of study prescribed and for seeing to the pupil's welfare and safety in the physical sense as required by law. Teachers shall devote themselves faithfully to the duties of their position.
3. The parties recognize the importance of meaningful teacher input on District Committees and to this end, the Association will encourage its members to actively participate with this concept.
4. The Association agrees to appoint a committee(s) to work with the District in organizing, developing, and presenting in-service programs.
5. Teachers shall report any and all conditions that have an adverse effect on the education process to their Department Chairperson where available. The Department Chairperson will then report such conditions to the Building Principal. If the conditions are not resolved, the Department Chairperson and the teacher shall report these concerns to the Superintendent. If these conditions remain unresolved, they will report directly to the Board of Education.

ARTICLE V

TEACHER FACILITIES

Each school shall have the following facilities:

1. Space in each instructional area for the safe storage of instructional materials.
2. Available, well lighted, and clean teacher rest rooms.
3. A communication system so that the teachers may communicate with the office in the event of an emergency.
4. A furnished teachers' rest area reserved for the use of teachers.
5. Principals will make reasonable provisions for teachers under their jurisdiction to have access to a telephone with necessary privacy, especially for matters relating to the teachers' duties and responsibilities, but also for matters of personal business.
6. The District will also strive to provide a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

ARTICLE VI

SUBSTITUTE TEACHERS

1. When teachers are absent the District will make every effort to secure substitutes.
2. Substitute teachers shall be expected to carry out the plans of the teachers for whom they are substituting.
3. Regular classroom work shall be checked by the substitute teacher when so requested in the plans.
4. It shall be the responsibility of the teacher to leave plans and materials for the substitute. The substitute teacher will be responsible for leaving information with the lesson plans for the work accomplished and shall leave materials and papers for the regular teacher upon return to duty.

ARTICLE VII

EXTRA-CLASS ACTIVITIES

1. Extra-class activities include all those activities of a social, recreational, and money-raising nature sponsored by classes, student clubs or other school-approved organizations customarily taking place outside of school hours, which involve the participation of both students and teachers in planning and supervision.
2. Any activities directly connected with classroom instruction and occurring during the school day, such as field trips, are not considered extra-class activities.
3. No teacher shall sign any contract with financial implications, obligations, or responsibilities relating to an extra-class activity.
4. All extra-class activities require administrative approval and scheduling. The building principal, or other designated representative of the administration responsible for the scheduling of activities and for assigning teachers to supervise such activities, will furnish in writing a copy of specific rules, policies, and procedures governing such extra-class activities.
5. After approval of an extra-class activity, the sponsor teacher will request any necessary transportation, food service, or non-teaching personnel service through the proper channels in accordance with the aforementioned rules, policies, and procedures for extra-class activities.
6. When a teacher is required to supervise extracurricular activities, his authority shall include supervision and direction of assigned non-professional personnel, except in those instances when an administrative staff member is available to handle the situation.

ARTICLE VIII

MEDICAL EXAMINATIONS

1. Evidence of sufficiently good health to enable the teacher to perform his or her duties over an extended period of time and to protect the health and safety of pupils shall be submitted to the superintendent by each professional employee within thirty (30) days of employment as a probationary teacher.
2. Such evidence shall be in the form of the school's prescribed routine medical examination report to be made by a physician of the teacher's choice and based on a physical examination made no more than sixty (60) days prior to the date of the report. The teacher will assume the cost of the examination.
3. If subsequent routine examination is required by the school authorities either during the probationary period or preceding the tenure appointment or thereafter (except in cases when a teacher is required to submit a physician's report in connection with absence from duty for claimed illness), either by the school physician or other qualified examiner of their choice, the cost of such examination shall be met by the District.
4. If the local health officer deems that a "health hazard" exists in school for which there is a preventive medication, and, if in the judgement of the school physician that preventive medication is desirable, the Board will arrange for the school physician to dispense such preventive medicine without cost to those teachers who wish to avail themselves of such services.

ARTICLE IX

TEACHER ATTENDANCE AT EDUCATIONAL CONFERENCES

1. It is the policy of the Waterville Central School District to encourage participation of all teachers in professional improvement activities of which clinics, conferences, meetings, and workshops are recognized types. Whenever teacher participation in such activities is approved, substitute teachers will be employed as necessary and paid by the school district with no salary deduction nor any deduction in the teacher's sick leave or other leave except in mutually agreed upon cases under Section 1, B which follows:

- A. Conferences for which school is closed and teachers are paid, i.e., the yearly zone conference. Attendance of all teachers at such conferences is expected; expenses are not reimbursed.

- B. Professional conferences in the field of teachers' employment include conferences of area, state or national groups. If loss of school time is involved, or if any reimbursement of expenditure is to be made, application shall be made through immediate supervisor to the Superintendent and the Board of Education on forms provided for that purpose and action taken by the Board prior to the time of the conference. Every effort shall be made on the part of the teacher to make application thirty (30) days prior to the date of the conference. However, no request made less than fifteen (15) days before the conference will be honored. The teacher will be notified of the Board's decision at least seven (7) days prior to the beginning of the conference. The official date of the Conference, for the purpose of this clause, shall be registration date, or the due date for payment of monies, whichever comes first.

The application to attend a conference must be submitted by the teacher to the immediate supervisor who will forward it with his recommendations to the Superintendent for his consideration.

Whereas it is generally the policy of the Board of Education to reimburse teachers for proper expenditures incurred when they are representing the District at a conference, detailed arrangements are flexible and will be decided at the time of application and approval.

- C. At professional conferences, when attendance is requested by school authorities, reimbursement of proper expenditures will be made by the Board, but prior approval and agreement are necessary if use of other than school-owned transportation or other special privilege or expenditure is involved.

ARTICLE IX

TEACHER ATTENDANCE AT EDUCATIONAL CONFERENCES

(continued)

2. It seems desirable and necessary to formalize rules governing attendance at conferences. Attention therefore should be given to the following:
 - A. All expenses claimed must be actual expenses and, of course should be reasonable as conditions permit.
 - B. Normally, it will not be possible to excuse all teachers in a department or grade level.
 - C. Teachers attending the same conference shall make every effort to minimize transportation costs. School cars will be used whenever available, except when agreement has been reached in advance to use a teacher's car with reimbursement to be made only for actual costs of gas and oil. When no school car is available, reimbursement at the prevailing IRS Mileage Reimbursement Rate per mile will be made for necessary mileage by the teacher's car.
 - D. Receipts for expenses paid by the teacher should be attached to the claim for reimbursement. Customarily, receipts for room, travel costs, registration fees, and some meals can be obtained.
 - E. Teachers attending a conference shall submit a written or oral report, in addition to a claim for reimbursement, on forms provided for this purpose, which will be available to teachers prior to said conference.
 - F. When possible, reimbursement will be made within two (2) weeks of the submission of the receipts.

ARTICLE X

MEETINGS

1. **Faculty:**

Administrators will, at the start of the school year, establish a definite day of the week which all teachers within the building will reserve for faculty meetings. Insofar as possible, meetings of the faculty as a whole or teacher committee meetings will be scheduled on this day and advance notice should be given; but even though called on this day at short notice, all teachers are expected to be available. Meetings will be called once a month by the administration. An agenda should be provided for each teacher at least one day before the meeting.

2. Emergency meetings may be called by the administration as they deem it necessary, and all teachers are expected to be available.

ARTICLE XI

CONTINUING EDUCATION

1. For purposes of this article, continuing education is defined as any program sponsored by the Waterville Central School District in whole or in part which promotes educational activity beyond traditional classroom instruction. This includes adult education and other programs such as summer programs, college seminars, advanced studies, recreation programs, summer high school sessions, federal ESEA programs, migrant education, and the like.
2. Provision for a varied program of course offerings in adult education shall be made annually to the extent that funds are available and that public interest and enrollment justify. Courses must be financially self-sustaining.
3. It shall be the responsibility of the Board or its representative to make known to the Teachers' Association a list of course offerings and jobs available in the various programs of continuing education, stating requirements, hours, and compensation. This shall be done as far in advance of the beginning of the session as possible, with three (3) weeks as a suggested minimum.
4. The director or other designated coordinator of any program is expected to formulate and to publicize proposed plans for the program, to register those who wish to enroll, to recruit staff as required, and to oversee the program.
5. Personnel will be employed in the programs of continuing education on a year-to-year basis. Criteria for staff selection shall be:
 - A. Preparation and background.
 - B. Experience.
 - C. Suitability for duties required. Preference will be given to regular staff members whenever those with necessary qualifications are available, but other qualified personnel may be employed in the absence of qualified staff members, or if the educational benefits to be obtained justify such action.

ARTICLE XI

Continuing Education
(continued)

- D. Staff will be hired and notified as far in advance as possible prior to the first class session, with ten (10) days as a suggested minimum.
 - E. The rate of pay for all Continuing Education programs shall be \$15.00 (fifteen dollars) per hour actually worked teaching in the classroom.
6. Budget matters, course offerings, appointments, salaries, etc. are subject to official action by the Board of Education.
 7. Summer programs, as well as academic year programs, will be made available to eligible pupils on an annual basis to the extent that funds are available and that interest and enrollment warrant.
 8. It is agreed and understood that the contract provision regarding Adult Education does not require the incumbent of the program to be replaced when the program begins being offered by the District.

ARTICLE XII

ASSOCIATION RIGHTS

1. The Waterville Teachers' Association will be accorded the privilege of using the school building at reasonable times without cost for meetings, provided, however, that the Association meetings do not interfere with pre-scheduled activities and the use of the building will conform with Board policies. The Principal of the building will be notified by the President or Chairperson of such meetings (normally) forty-eight (48) hours in advance and of the time and place of all such meetings. Emergency requests for meetings will be given consideration.
2. A bulletin board will be provided in the teachers' room in each school building for the purpose of displaying notices, circulars, and other Association and professional materials.
3. In formulating designs and plans for the construction of new school buildings and/or material alteration of existing school facilities, the Board, the Administration, and the architects will communicate with the Association and representative teachers of those grade levels and specialists to be affected thereby. The recommendations and suggestions of such parties who function in an advisory capacity will be given full and thorough consideration in formulating such plans. In case of differences of opinion, meetings will be held with teacher representatives in an attempt to achieve mutual understanding and agreement.
4. The W.T.A. shall be allowed the aggregate time of one teacher's absence per day for W.T.A. business for a total of five (5) days. The W.T.A. shall also be allowed an additional five (5) days for which the W.T.A. will reimburse the district for the cost of a substitute teacher in the event one is hired. (One day may not be divided into any fractional part.)
5. Teachers so designated to conduct W.T.A. business shall submit notification signed by the President of the W.T.A. indicating the dates of absence and the name of the teachers. Such notification shall be submitted to the building principal at least forty-eight (48) hours in advance. Under no circumstances may a teacher use personal leave to increase the maximum number of days granted above in Number 4.

ARTICLE XII

ASSOCIATION RIGHTS

Continued

6. Teachers shall receive copies of Waterville Central School public records upon request, the cost thereof to be borne by the W.T.A. The W.T.A. shall purchase and use only its own consumable supplies for Association business.
7. Attendance as a subpoenaed witness at a trial or administrative hearing shall not be charged against the aforementioned Association business days or personal leave.
8. Waterville Teachers' Association meetings may be held immediately after student dismissal.
9. Whenever a Joint Committee is deemed necessary by the Board and/or Administration, the teacher member(s) on the committee will be established by the Superintendent of Schools or his/her designee, and the President of the Waterville Teachers' Association or his/her designee.
10. Prior to Administration or Board of Education making a decision in reduction in staff, it is agreed that there shall be discussions with representatives of the Waterville Teachers' Association and the Waterville Teachers' Association representatives will have had input and presented their position to the Board. Included in the analysis of said programs or staff reduction, shall be the existing program, new or replacement programs, students served, cost involved, etc.

ARTICLE XIII

PAYROLL DEDUCTIONS

1. The Board agrees to deduct from the salaries of the members of the Waterville Teachers' Association, dues for the Waterville Teachers' Association.
2. The Board will transmit monies for said dues deduction to the Treasurer of the Waterville Teachers' Association after his/her name has been remitted and certified by the Association.
3. Teacher authorization shall be in writing on a dues deduction authorization form provided by the W.T.A.
4. Such dues deduction authorization shall become part of the School District's payroll records.
5. The Waterville Teachers' Association shall furnish the Central Office with a list of members who wish to take advantage of the dues deduction right, together with their individual dues authorization forms. The school will commence deductions in equal installments. The balance of annual dues shall be deducted from the teacher's final pay check.
6. The Board of Education also agrees that payroll deductions for United Fund, U.S. Savings Bonds, Credit Union, the NYSUT Benefit Trust Fund and any tax-sheltered annuity program will be available to any teacher. Implementation of the Trust Fund will commence during the 1995-96 school year, following inservice training by the NYSUT staff. No additional tax sheltered annuity slots will be added as of August 31, 1995.
7. All coaches who are not members of the bargaining unit will be levied on a prorated scale a fee equivalent to a portion of W.T.A. and NYSUT dues. The prorated amount shall be determined by the W.T.A.

ARTICLE XIV

TEACHING HOURS, LOAD, DAY

1. General:

The teachers' normal work day shall start no earlier than 8:00 A.M. or later than 8:30 A.M. The length of the teachers' normal workday shall not exceed seven (7) hours and ten (10) minutes. Teachers may be required to attend staff meetings, parent conferences, or other special assignments beyond the normal seven (7) hours and ten (10) minutes. All Unit members will normally be expected to remain at school for the full work day described above. Teachers, who, due to special needs or unusual circumstances, need to leave after the student day, but before the end of the teacher's normal work day, may do so by notifying the Building Principal in advance.

2. Secondary:

- A. Teachers will be provided a daily duty-free lunch period of thirty (30) minutes.
- B. Normally, secondary teachers will be allowed one daily preparation period of forty to forty-five (40-45) minutes.
- C. The normal teaching load for Math, English, Social Studies, Art, Home Economics, Business, Science, Industrial Arts, Foreign Languages, and Health classroom teachers at the secondary level (excluding those specified in Section D) shall be five (5) separate and distinct class sections per day, or twenty-five (25) such class sections per full school week. The maximum teaching load of such secondary classroom teachers shall be one-hundred thirty (130) pupils with an allowable variance not to exceed twenty (20) percent.
- D. Compensation shall be paid for any additional class sections assigned to a teacher. Such compensation shall be at the rate of eight hundred dollars (\$800.00) a full semester or one thousand six hundred (\$1,600.00) a full school year, or prorated for less than a daily extra class section or for less than a semester. Teachers with six (6) teaching periods shall not be assigned study hall, library, or hall duty.

ARTICLE XIV
TEACHING HOURS, LOAD, DAY
(Continued)

- E. The number of 6th teaching assignments will not be increased when the number of secondary teachers in a given subject area has been reduced from the immediate past school year. A teacher will not be assigned to teach a 6th teaching assignment outside of his/her area of certification involuntarily, except when a 7th class exists in a single member department. If the additional assignment is due to a new or expanded program or class offering, then the restrictions contained herein will not apply.
- F. Physical Education teachers in the secondary school will be scheduled for instructional periods not to exceed six (6) per day (3 blocks per day).

3. Elementary:

- A. Normally, elementary teachers will be allowed a minimum of two hundred (200) minutes of preparation time during a full five (5) day workweek. Every reasonable effort should be made to provide forty (40) minutes or more of preparation time each full school day. In addition, a thirty (30) minute duty-free lunch period will be provided.
- B. Optimum class size for grades 4, 5 and 6 shall be twenty-four (24) pupils per teacher. Plans for establishing an additional class section will be undertaken normally during the semester preceding the proposed implementation of the plan whenever class size exceeds the optimum by not less than ten (10) percent and when the proposed additional class sections would not be less than eighty percent (80%) of optimum class size.

Optimum class size for grades K, 1, 2 and 3 shall be twenty-one (21) pupils per teacher. Plans for establishing an additional class section will be undertaken normally during the semester preceding the proposed implementation of the plan whenever class size exceeds the optimum by not less than twenty (20) percent and when the proposed additional class section would not be less than eighty percent (80%) of optimum class size.

- C. Physical Education teachers in the elementary school will not be scheduled for more than six (6) instructional periods per day, in addition to one (1) supervisory duty. In lieu of the supervisory duty, a teacher may volunteer to take a seventh class. No stipend shall be paid.

ARTICLE XIV
TEACHING HOURS, LOAD, DAY
(Continued)

D. Special area classes will not exceed the optimum class size specified above per period.

4. Special Areas:

Other professional staff members whose duties or responsibilities are scheduled, unscheduled, or require special scheduling shall, with the approval of the Administration, schedule or be scheduled forty to forty-five (40-45) minutes free time daily, or its equivalent weekly, in addition to the regular lunch period each day. Their free time shall be so planned as to be in keeping with their professional responsibilities to students, parents, co-workers, and residents of the School District.

5. Split Classes:

In grades K-6 there shall be no split classes where a teacher is regularly assigned a full assignment of students from more than one grade level. Students may be assigned to another grade level for a specific block of instruction.

6. School Day:

During the month of September, the Superintendent will send a directive to all members of the unit advising them that they may leave school any time after the departure of the final regular bus on Fridays and the school days preceding holidays.

7. Class Size:

It is agreed and understood that the language contained in the contract regarding class size for First Grade is not designed nor intended to prevent or discourage movement of a student from Pre-First to First Grade.

8. Playground Duty:

Elementary teachers will not be assigned direct playground duties; they will be assigned supervisory responsibility to assist the playground aide(s) as needed. In lieu of playground duties, teachers will be available for student assistance in their classrooms.

9. Block Scheduling:

The parties agree that the Superintendent and the WTA President will continue to meet and discuss the issue of block scheduling.

ARTICLE XV

TERMS OF EMPLOYMENT

1. Observation and Evaluation:

The Board and the Association mutually agree that observation and evaluation are invaluable tools when used to maintain and improve effective teaching methods.

Appendix "A" contains the procedures and instruments upon which all teachers falling under Education Law Section 3012-c shall be observed and evaluated.

It is understood that at any time the terms outlined within the Appendix are opened for review and/or revisions during the term of the collective bargaining agreement, no other terms of the collective bargaining agreement will be opened for negotiation. Any revisions made during the term of the collective bargaining agreement will be reduced to writing in Memorandum form.

2. Each teacher's personnel file, including observation and evaluation information, will be open for his oral review with his supervisor at any reasonable time.

No items of adverse or derogatory nature (excluding recommendations and reports to and from outside the District and reports to and from the District Superintendent) will be placed in the teacher's personal file without his first being given the opportunity to sign same, indicating he has seen it. If the teacher refuses to sign it, it may be placed in the file notwithstanding. At the request of the teacher concerned a copy of any written evaluation or the aforementioned derogatory or adverse material, but not a recommendation either to or from outside the District or reports to the District Superintendent, will be given to the teacher concerned.

Both parties acknowledge that copies of any such documents are of a confidential nature and are not to be disseminated in whole or in part in any form or manner whatsoever. The teacher may respond materially and relevantly to such documents. This response will be filed in the teacher's personal file and attached to the relevant document.

ARTICLE XVI

SABBATICAL LEAVE

1. The District and the Association hereby adopt the following plan for granting sabbatical leaves to professional employees covered by this agreement under the following rules and conditions:
 - A. All professional personnel covered under this agreement who are eligible are those with:
 - (1) Three (3) consecutive years of service in the Waterville Central School System.
 - (2) Appropriate permanent certification.
 - B. Leave may be for one (1) school year or for one (1) semester to be agreed upon in advance. In the event that the sabbatical is granted for one semester, it is recommended that it be taken in the fall term; however, a leave may be granted during the spring semester if a satisfactory substitute can be obtained.
 - C. The number of professional personnel on leave at any one time shall be limited to one (1) person per year.
 - D. It is also understood and agreed that the usual fringe benefits shall be paid in addition to the compensation paid the teacher on sabbatical leave. Upon returning to duty, the sabbatical teacher shall be entitled to resume his/her position at the salary level he/she would have attained had there been no interruption in his/her normal employment, provided he/she has completed the program approved by the Board.
 - E. Compensation shall be one half the entitled salary for a full-year sabbatical and one quarter the entitled salary for a half-year sabbatical.
 - F. Applications will be available from the office of the Superintendent.
 - G. Notice of intent to apply for sabbatical leave must be submitted in writing to the Superintendent no later than March 1 if the leave is for one (1) year or for the fall term, and by October 1 if the leave is for the spring term.

ARTICLE XVI

SABBATICAL LEAVE

(Continued)

- H. Application for sabbatical leave must be accompanied by comprehensive statements outlining the plans of the applicant for the period of the leave.
- 2. All applicants shall be screened by an advisory committee consisting of the Superintendent, the Building Principal, an appointed teacher, and one (1) member of the Board of Education.
- 3. This committee shall make recommendations to the Board of Education for their final approval based on consideration of the following initial criteria:
 - A. Applicants with a higher number of years in service in the District shall be given priority.
 - B. The type of research.
 - C. The manner in which the sabbatical program is to be conducted.
 - D. The educational value to the District.
 - E. The relationship of the research or study to the professional growth of the applicant and the urgency of the proposed research or study.
 - F. The committee shall be free to consider other such facts as they deem pertinent.
- 4. The applicant shall make a presentation with written documentation to the Board of Education within three (3) months after returning to the District.
- 5. The applicant approved for a sabbatical leave shall return to the School District and shall continue to serve in his/her assigned professional capacity in the District for a minimum of three (3) years from the date of his/her return. In the event that the applicant does not remain within the School District for the three year period, he/she shall then be obligated to reimburse the district for the money paid to him/her during the sabbatical leave. The reimbursement to the district shall be on a prorated basis if the teacher stays in the district less than three (3) years.

ARTICLE XVII

TEACHER-ADMINISTRATOR CONFERENCES

1. At all conferences between an administrator and teacher, wherein suspension for more than twenty (20) days, dismissal from employment, or resignation is the contemplated subject of the conference, the teacher shall have the right to be represented at said conference by an Association representative. If the subject of the conference is as aforesaid, the teacher will be notified in advance of that fact. However, it is understood and agreed that only in the case of resignation, dismissal, and/or suspension for more than twenty (20) days that such advance notice will be given.

2. All disciplinary conferences and/or discussions will be private, except in the above situations of twenty-day suspension, resignation, or dismissal, when either party may have representation.

ARTICLE XVIII

DISMISSAL OF PROBATIONARY TEACHERS

1. This article does not apply to teachers during their first year of employment.
2. Probationary teachers, after their first year of service, who are to be recommended for dismissal by the Superintendent, shall be notified by the District Clerk at least thirty (30) days prior to the Board meeting at which the recommendation is to be acted upon. This notification shall also include the date of said Board meeting. Not later than twenty-one (21) days prior to said meeting, a teacher may request, in writing, that he/she be furnished with written statements giving the reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished by the Superintendent. The teacher may file a written response to such statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting. The teacher may also request, and shall be granted an opportunity to be present, with up to two (2) representatives of his/her choice, at an executive session of the Board of Education prior to the Board's action on such aforementioned recommendation. This does not preclude a teacher requesting and being granted an individual audience with the Board of Education, in executive session, at any point of his/her awareness of such intended recommendation. The final decision of the Board shall not be subject to the grievance procedure.
3. Any teacher in the last year of his/her probationary term may appeal the decision of the Board of Education to arbitration pursuant to the rules of the American Arbitration Association.
4. It is agreed and understood that this article shall in no way infringe upon the powers and duties of the Superintendent of Schools in accordance with Education Law.

ARTICLE XIX

LEAVES

1. Maternity Leave

- A. A Maternity Leave of Absence may begin at any time during the months prior to the anticipated birth of the child. A thirty (30) day written notice is required. The School District may require a doctor's certificate to continue work during pregnancy.
- B. A teacher shall be eligible for sick leave pay within her accumulated sick leave for the school work days that she is unable to work due to her physical disability. A teacher may not use sick leave during the period of an unpaid maternity leave. If sick leave days are to be used, they must be used prior to the start of any unpaid leave. The teacher's attending physician must certify that her physical disability prevents her from working. Sick leave will be based upon that period of time as certified by said physician.
- C. Up to two (2) years will be granted as unpaid leave of absence. (For purposes of this section, date of adoption of pre-school child shall have same effect as date of birth.) Leaves that begin during a semester end at the end of that semester two (2) years later.
- D. A teacher may return prior to the end of the unpaid leave of absence provided that the District has received forty-five (45) days written notification of a desire to return and such return is scheduled at the beginning of a semester, unless otherwise agreed to by the Superintendent.
- E. A teacher will not be given salary schedule credit for the period of time that she is on leave.

2. Leaves of Absence

- A. Definition: "Leave of Absence," as used in this section, is understood to mean absence from one's regular duties for an extended period of time with permission of the Board.

ARTICLE XIX
LEAVES
(Continued)

- B. Such a leave of absence implies that the Board will hold open for the employee, upon his/her return, the same position, or a comparable one, in the area of his/her certification and appointment.
- C. Such leave is to be granted for a predetermined period of time. Normally, leaves of absence may be from one to four semesters; except in unusual circumstances, leaves of absence will start and end with the school year, or by mutual agreement, at the start and end of a semester.
- D. Application for a leave of absence shall be submitted to the immediate supervisor at least ninety (90) days in advance of the proposed starting date, except as emergencies arise. He/She, in turn, will forward the application promptly to the Superintendent for transmittal to the Board of Education.
- E. Approval of a leave of absence shall be contingent on the following:
 - 1. Reason for leave.
 - 2. Length of leave.
 - 3. Recommendation of the administrators involved.
 - 4. Availability of a qualified replacement.
 - 5. Length of service of the applicant in the system.
- F. Military duty, Peace Corps duty, exchange teaching, advanced study at an accredited (approved) institution, or other broadening educational experience, or health, are acceptable reasons for requesting a leave of absence.
- G. All such leaves of absence are without pay or paid fringe benefits, except health insurance, which may be kept in force, but must be paid for in full by the employee during the period of leave.
- H. A teacher retains seniority, retirement and probationary or tenure rights while on approved leave of absence, but is not entitled to any salary, increment, or service credit, except as approved by law.

ARTICLE XIX
LEAVES
(Continued)

3. Sick Leave and Leave for Other Emergencies

- A. Leave with full salary for probationary and tenured teachers shall be:
1. Twelve (12) days per year for non-tenured teachers and thirteen (13) days per year for tenured teachers, available to both at the start of each year of employment.
 - a. Part-time teachers prorated.
 - b. For service starting after September 1 or ending before June 30, one (1) day per month of service.
 - c. Accumulation shall be unlimited.
 - d. Unused personal leave shall be accumulated as sick leave.
- B. Such leave may be used for the following:
1. Personal illness.
 2. Quarantine, exclusion, or isolation upon order of health officer and/or school physician, as provided by state law.
 3. Absence for hospital and/or clinic examination or observation.
 4. Family illness. All teachers shall be allowed a maximum of five (5) days per annum. (Not cumulative).
 5. Death in the Family.
 - a. A maximum of seven (7) days per annum, not cumulative, shall be provided for death in the immediate family. Immediate family shall be defined as mother, father, and/or other person serving in parental relationship, spouse, children, or siblings.
 - b. A maximum of three (3) of the seven (7) days may be used for other members of the family.
 - c. A maximum of one (1) day of the above may be allowed for other funerals upon approval of the Administrator.

ARTICLE XIX
LEAVES
(Continued)

- C. A physician's certificate may be required to substantiate a claim for sick leave.
- D. When the sick leave allowance, including sick leave bank, is exceeded, the teacher will receive his regular salary less a standard per diem deduction of 1/200 of annual salary for a period of up to sixty (60) days.

During the first five (5) weeks of school in the fall, each teacher shall receive a notice of the number of unused sick days he/she has accumulated.

4. Sick Leave Bank

On September 1 of each year, the District will contribute to the Sick Leave Bank the number of days necessary to bring the bank total to two hundred (200) days, but the District's contribution shall not exceed seventy (70) days in one (1) year. First year teachers may not use the Sick Leave Bank. The W.T.A. will actively cooperate with the District to discourage the improper use of sick leave and the Sick Leave Bank.

The Sick Leave Bank may be used subject to the following conditions:

- 1. A teacher's sick leave accumulation must be exhausted for five (5) school days before he or she can use the Sick Leave Bank.
- 2. The District shall have the right to request medical certification of the teacher's illness or disability at the time utilization of the Sick Leave Bank is requested, as well as periodically thereafter.
- 3. A teacher may not use more than seventy-five (75) days of the Sick Leave Bank in any one (1) year and not more than seventy-five (75) days for any one illness, unless said illness is medically certified to be terminal, in which case the seventy-five (75) day limit shall not apply.

ARTICLE XIX
LEAVES
(Continued)

5. Personal Leave

1. Teachers will be granted two (2) full days or four (4) half days personal leave per school year. Such leave shall not be deducted from sick leave. Personal leave may accumulate to a maximum of four (4) days during any year.
2. Personal leave days shall not be used to extend a vacation or holiday period. Should a legal matter, the scheduling of which the teacher cannot control, require the teacher's attendance, a request for a personal day will be considered. Said request must be filed in writing stating the specific reason at least forty-eight (48) hours in advance.
3. When such leave is to be used, the teacher shall give reasonable notice to the Building Principal. If less than forty-eight (48) hours notice is given, approval of personal leave will be dependent on the availability of a suitable substitute teacher.
4. If notification for personal leave is given twenty-four (24) hours or less in advance of the leave, the reason for the leave must be stated.

6. Adoption Leave

In the event that a teacher is involved in the adoption of a child, such teacher may utilize up to ten (10) days, with full pay, from his/her accumulated sick leave/personal days for appropriate activities related to such adoption. Appropriate activities include, but are not limited to, travel to obtain child, legal proceedings involving the adoption, or bonding with the child.

ARTICLE XX

PROMOTIONS AND TRANSFERS

1. For the purpose of this article, a "promotional position" is defined as any position paying a salary differential and/or any position on the administration-supervision level including, but not limited to, positions of department heads, supervisors, principals, administrative assistants, assistant principals, and other such positions.
2. Whenever any vacancy occurs during the year, it will be adequately publicized by the Board of Education by means of a notice placed with the President of the Association for posting on the faculty bulletin board. This notice should be posted as far in advance of the appointment as possible. All teachers will be given adequate opportunity to make application for such positions should they desire to do so.
3. Appointments will be made without regard to race, creed, color, nationality, sex, or marital status.
4. In case of transfers of teachers from one building to another, should vacancies occur within the teacher's certification area, seniority of such teachers in the system will be taken into consideration. Teachers requesting a transfer will be given consideration for such a transfer with preference given the teacher with seniority in the school system.
5. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study or appropriate experience.
 - A. The Board of Education or its agent cannot, without the consent of the teacher, transfer said teacher from one level of instruction or one subject area to another where such transfer would result in a loss of tenure.
 - B. Any teacher who fails to meet the requirements for granting of tenure in a new position will be given every available opportunity to return to his/her former position.
 - C. Before a teacher is assigned or transferred to a particular school, both the teacher and the Principal of the school in question will be consulted regarding said assignment or transfer.

ARTICLE XXI

MISCELLANEOUS TERMS OF AGREEMENT

1. It is agreed that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement, in writing, between the parties, or until expiration of the agreement, whichever occurs first.
2. This agreement shall supersede any rules, regulations or practices of the Board which are contrary to or violate its contents. If any provision of this Agreement is or becomes at any time, contrary to the law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. Any alternative provision or action which may become necessary for the proper and effective operation of the District's schools as a result of such legal decision or interpretation shall be decided and enacted by the Board as the legally constituted authority in this School District and shall remain in effect for the term of this Agreement, but shall in no manner be considered as a part of this Agreement. Such Board action does not preclude consideration of the matter as provided in the article of this Agreement entitled "Consultation on Education."
3. Any individual arrangement, agreement, or contract executed between the Board and an individual teacher, or group of teachers, following the effective date of this agreement between the Board and the W.T.A. shall be made subject to and consistent with the terms of this Agreement. If any such individual arrangement, agreement, or contract contains provisions inconsistent with this Agreement, this Agreement shall be controlling until the expiration date. However, any specific individual arrangement, agreement, or contract executed between the Board and an individual teacher prior to the date of this agreement shall remain in effect.
4. Copies of this Agreement shall be made by the Board. Printing or duplicating shall be done within four (4) weeks after the final ratification and approval of this agreement with the cost to be met by the Board. Distribution to the membership of the W.T.A. shall be the responsibility of the W.T.A.
5. Salary notices containing a complete breakdown of the figures used to compute each teacher's salary will be distributed within the first month of school.

ARTICLE XXI

MISCELLANEOUS TERMS OF AGREEMENT
(Continued)

6. No part of this article shall deny to any teacher his right to seek redress through the grievance procedures as set forth in this Agreement.
7. 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.
8. The calendar shall consist of a maximum of one hundred eighty-six (186) working days. Any days remaining beyond one hundred eighty (180) as of April 1st will be converted to vacation time as determined by the Superintendent.
9. Duration of agreement: This contract shall be effective as of July 1, 2009 and shall continue in effect through June 30, 2015.
10. No later than five (5) student attendance days prior to the end of school in June, all teachers will be notified of their tentative teaching assignments for the following school year. These assignments may be changed in the best interest of the students and programs if circumstances change after the notification date. Where such changes occur, the teachers will be notified as soon as possible.
11. Checks will be issued on a bi-weekly basis in equal installments on the member's election (22 or 26). Two (2) checks will be issued in September of each fiscal year and will align with District payroll when possible or an additional pay will be inserted whichever will create the least pre-payment scenario.
12. Mileage will be paid to those teachers who must commute between schools. Mileage will be paid at the prevailing IRS Mileage Reimbursement Rate per mile per actual trips made.

ARTICLE XXII

GRIEVANCE PROCEDURE

SECTION I: Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious, cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education, Administration, and teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

SECTION II: Definitions

- 2:1 A. A grievance is a complaint by any teacher, or group of teachers, relating to their welfare and/or terms and conditions of employment, alleging violation, or misinterpretation, misapplication, or inequitable application of any provision of this Agreement. The grievance procedure shall deal only with questions arising from the application or interpretation of items included in the negotiated Agreement.
- B. Exclusions: The grievance procedure shall not serve to open up areas which have not been negotiated or are not contained in this Agreement.
- 2.2 The term supervisor shall mean any department chairperson, principal, assistant principal, immediate superior or other administrative or supervisory office responsible for the area in which an alleged grievance arises, except for the Superintendent.
- 2:3 Aggrieved party shall mean any teacher or group of teachers filing a grievance.
- 2.4 Party in interest shall mean the grievance committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.5 Grievance committee is the committee created and constituted by the Waterville Teachers' Association.
- 2.6 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

ARTICLE XXII

GRIEVANCE PROCEDURE
(Continued)

SECTION III: Procedures for the Adjustment of Grievances

- 3:1 All grievances shall be in writing and shall include (a) the name and position of the aggrieved party, (b) the identification of the provision of this agreement involved in said grievance, (c) the time when, and the place where, the events or conditions constituting the alleged grievance existed, (d) the identity of the party alleged to be responsible for causing said events or conditions, if known to the aggrieved party, and (e) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3:2 Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
- 3:3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 3:4 Hearings and conferences held under this (grievance) procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure. When such conferences and hearings are scheduled by the Employer to be held during school hours, all teachers required to be present pursuant to this article shall be excused without loss of pay.
- 3:5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records not deemed privileged or confidential by the Board, concerning the alleged grievance.

ARTICLE XXII

GRIEVANCE PROCEDURES

(Continued)

- 3:6 Except as otherwise provided in Articles 5:1 (a) and 5:1 (b), an aggrieved party and any party in interest, including the supervisor or Superintendent, shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3:7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the Administration or the Association against the aggrieved party or any party in interest, including the supervisor or Superintendent, any representative, any member of the grievance committee or any other person by reason of such grievance or participation therein.
- 3:8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Superintendent shall then have them prepared and made available so as to facilitate operation of the grievance procedure.
- 3:9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3:10 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

ARTICLE XXII

GRIEVANCE PROCEDURES
(Continued)

- 3:11 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by the Commissioner of Education, or by any court, to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3:12 The Superintendent shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all times other than Stage I and in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the grievance committee within five (5) days after the conclusion of hearings at Stages 2, 3 and 4, and they shall advise the appropriate Hearing Officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record and the Hearing Officer shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the grievance committee, and the Board, but shall not be deemed a public record.
- 3:13 The existence of the procedure hereby established shall not be deemed to require either party to pursue the remedies here provided and shall not, in any manner, impair or limit the right of either party to pursue any other remedies available in any other form.

SECTION IV: Time Limits

- 4:1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within fifteen (15) working school days after the teacher knew or should have known of the act or condition on which the grievance is based.

ARTICLE XXII

GRIEVANCE PROCEDURES

(Continued)

- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his duly authorized representative, and the chairman of the Association grievance committee, within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limit set forth herein will be calendar days rather than working school days so that the grievance procedure may be exhausted prior to the end of the school term or as soon as possible thereafter.

SECTION V

5:1 Stage 1: Supervisor

- A. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been held without the aggrieved party or his/her representative, present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- B. If the grievance is not resolved informally, it shall be reduced to writing and signed by the aggrieved teacher(s) and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his/her duly authorized representative, and the chairman of the Association's grievance committee.

ARTICLE XXII

GRIEVANCE PROCEDURES
(Continued)

5:2 Stage 2: Superintendent

- A. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's grievance committee for its consideration.
- B. If the grievance committee determines that the teacher has a meritorious grievance, it will then file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- C. Within seven (7) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the teacher and the grievance committee or its representative and all other parties in interest.
- D. The Superintendent shall render a decision in writing to the supervisor, the teacher, the grievance committee, and its representative within seven (7) days after the conclusion of the hearing.

5:3 Stage 3: Board of Education

- A. If the teacher and the Association are not satisfied with the decision at Stage 2, the grievance committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.

ARTICLE XXII

GRIEVANCE PROCEDURES

(Continued)

- B. Within seven (7) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- C. Within seven (7) school days after the conclusion of the hearing, or any adjournment thereof, the Board of Education shall render a decision, in writing, on the grievance.

5:4

Stage 4: Arbitration

- A. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision at Stage 3.
- B. Within seven (7) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain from such arbitrator commitment to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- E. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Waterville Teachers' Association.

ARTICLE XXIII

HOSPITALIZATION, SURGICAL AND MAJOR MEDICAL BENEFITS

1. All teachers may, if they so choose, take advantage of the group plan (SU 44, including the Charge Based Rider which shall take effect as of January 1, 1999, as well as the Blue Cross Prescription Plan), sponsored by the Board of Education for themselves and their dependents in accordance with the provisions and requirements of the plan.

All members may, if they so choose, take advantage of group plan Excellus Blue Cross/Blue Shield PPO Plan H5 (five dollar (\$5.00) co-payments) (which shall replace the SU 44 Plan, including the Charge Based Rider which took effect on January 1, 1999) and shall take effect as of January 1, 2013, as well as a new three (3) tier prescription plan, identified as Oneida Herkimer Madison BOCES Health Insurance Consortium 3T5 Prescription Plan, (which will replace the Blue Cross Prescription Plan) whereby prescription co-payments for both active and retired members, and their dependents, as applicable, and in accordance with the terms, provisions and requirements of the Plan, shall be available for up to a thirty (30) day supply at a retail pharmacy, as follows:

- (a) Generic: Five dollars (\$5.00).
- (b) Preferred Brand: Fifteen dollars (\$15.00).
- (c) Non-Preferred Brand: Thirty dollars (\$30.00).

With up to a ninety (90) day supply available through the mail order prescription plan option, whereby each medication may be purchased at a cost of two-times the initial co-payment for a ninety (90) day supply, for themselves and their dependents in accordance with the provisions and requirements of the Plan.

There shall be no change in the current Prescription Drug Plan regarding Prior Authorization, Step Therapy, Quantity limits, Initial Fill, Specialty Drug Benefit, or Generic Advantage Program, or any other prescription drug plan benefit.

Effective July 1, 2013, modify the prescription plan from the 3T5 Prescription Plan to the Oneida-Herkimer-Madison Health Insurance Consortium 3T7 Prescription Plan, which will move all employees, both active and retirees, to a Five Dollar (\$5.00) co-payment for a generic medication, a twenty dollar (\$20.00) co-payment for Preferred Brand medication, and a forty dollar (\$40.00) co-payment for a Non-Preferred Brand medication.

The 3T7 Prescription Plan will also provide a ninety (90) day mail order prescription plan option, where all medication types may be purchased at a cost of two-times the initial co-payment for a ninety (90) day supply of each prescription medication option.

Availability of specific drugs within a particular Tier, the availability of drugs at retail or mail order, and all other terms shall be as determined by the Consortium and/or any insurance company with which it contracts.

ARTICLE XXIII

HOSPITALIZATION, SURGICAL AND MAJOR MEDICAL BENEFITS
(Continued)

The Invitro Fertilization benefit is covered under the PPO Plan despite not being shown in the benefit comparison chart as provided to the Association.

The District agrees to Hold Harmless all active and retired members, through to the end of December 31st, 2013, for any additional costs associated with services and treatments provided by non-participating and/or out-of-network providers.

2. Specifics of the plan are available through the Central Office. The cost of the plans will be shared by the Board and the teacher as follows:

<u>Individual Coverage:</u>	District share: ninety percent (90%)
	Employee share: ten percent (10%)
<u>Dependent Coverage:</u>	District share: ninety percent (90%)
	Employee share: ten percent (10%)

3. All retired employees of the Waterville Central School System may continue under the Health Insurance Plan.
4. The District shall provide dental benefits through the present carrier dental plan, or a successor to such plan.
5. An insurance committee shall be maintained to review the current health insurance plan and research other health insurance plans. The purpose of the committee shall be to research ways and make recommendations to reduce cost without reducing benefits. The committee shall consist of six (6) persons appointed by the W.T.A. Executive Committee and four (4) representatives of the District. The committee shall hold regular meetings.
6. A. All employees of the Waterville School System retired prior to 06/30/78 may continue under the Health Insurance Plan (all inclusive). The cost will be shared by the District and the retired teacher as follows:

<u>Individual Coverage:</u>	District Share: fifty percent (50%)
	Retiree Share: fifty percent (50%)
<u>Dependent Coverage:</u>	District Share: thirty-five percent (35%)
	Retiree Share: sixty-five percent (65%)

ARTICLE XXIII

HOSPITALIZATION, SURGICAL AND MAJOR MEDICAL BENEFITS
(Continued)

- B. Teachers who retire from the Waterville Central School on or after 7/1/78, and have a minimum of five (5) years service in the District, shall have the following contribution for Health Insurance, including Prescription Drug Plan:

<u>Individual Coverage:</u>	District Share:	fifty-five percent	(55%)
	Retiree Share:	forty-five percent	(45%)
<u>Dependent Coverage:</u>	District Share:	forty percent	(40%)
	Retiree Share:	sixty percent	(60%)

- C. Teachers who retire from the District, i.e. teachers who receive benefits from Teachers Retirement System (TRS) immediately following their leaving the District, in the first two (2) years of their eligibility to retire without any reduction in benefit due to age or lack of years of service, and who have at least ten (10) years of service, shall have the following contribution for Health Insurance, including Prescription Drug Plan:

<u>Individual Coverage:</u>	District Share:	ninety percent	(90%)
	Retiree Share:	ten percent	(10%)
<u>Dependent Coverage:</u>	District Share:	ninety percent	(90%)
	Retiree Share:	ten percent	(10%)

Any teacher who does not qualify for the medical retirement set forth in Section C and who retires from the District shall be eligible for benefits listed in Section B.

7. Each teacher will be eligible to participate in a flexible benefits plan (IRS Code Section 125).
8. Teachers who are eligible for family health insurance who elect to receive no health insurance coverage for a full year shall receive one thousand dollars (\$1,000.00). If a teacher is eligible only for individual health insurance coverage and elects to have no coverage for a full year, he/she shall receive five hundred dollars (\$500.00).
- A. Notification by the employee for using this option must be submitted in writing to the Superintendent of Schools.
- B. Employees who elect not to participate in the Health Insurance Plan must present proof of alternative insurance coverage to the Superintendent of Schools.

ARTICLE XXIII

HOSPITALIZATION, SURGICAL AND MAJOR MEDICAL BENEFITS
(Continued)

- C. 1. Any employee who has elected this buy-out provision may rejoin the program immediately, without being subjected to any pre-existing conditions exclusions, upon any of the following events occurring:
- a. Death of covered spouse
 - b. Divorce: or
 - c. Loss of spouse's coverage for any other reason.
2. In the event that the employee elects to rejoin the program at any other time, such employee will be limited to rejoining during the window periods set forth by the Plan.
3. The insurance company will agree to allow individuals to re-enter the plan without restrictions on pre-existing conditions. When the insurance company agrees to incorporate that into the plan, individuals will be provided a form on which they may exercise their option. Participation in this program would be absolutely voluntary. If the insurance company does not agree to the protections for the individuals to re-enter, the provision for the buy-out will be void.
4. Nothing contained herein shall preclude the employee who has elected this buy-out provision to rejoin the health insurance program and carry such health insurance benefits into retirement as provided by this Agreement. Such continuation shall be as if the employee had maintained active status in the health insurance program for the period in which he or she elected this buy-out provision from coverage.
- D. All payments of one thousand dollars (\$1,000.00) and five hundred dollars (\$500.00), less appropriate deductions, shall be made at the conclusion of the school year. If a teacher who is eligible to receive a buyout amount leaves the employ of the District during the course of a school year he shall receive an appropriate prorated amount of the one thousand dollars (\$1,000.00) or five hundred dollars (\$500.00).
- E. Any individual who is not currently exercising the buy-out option, and is not a member of the plan, must enroll in the plan for one (1) full year prior to being eligible for the buy out.

ARTICLE XXIV

SALARY

1. Salaries for the term of the Agreement are as set forth in the following schedules.
2. The option to teachers of twenty-two (22) or twenty-six (26) salary payments will continue in effect.
3. At the time of his or her retirement, a teacher shall receive forty dollars (\$40.00) per day for each day of his/her first one hundred (100) days of accumulated unused sick leave, and ten dollars (\$10.00) per day for each day of accumulated unused sick leave in excess of one hundred (100) days.
4. Teachers with at least ten (10) years of service to the Waterville Central School District shall be eligible to elect to receive a one-time salary increase of one hundred and twenty-five dollars (\$125.00) per year of service to the Waterville Central School District at any point beyond the completion of the tenth (10th) year. Such amount shall be pro-rated for teachers working less than full time. Notice of the intent to elect such salary increase must be provided to the Superintendent no later than February 1 of a given year for such an increase to be effective in the following year. The payment shall be made for one (1) year only.

Article XXIV

SALARY SCHEDULES

	2013-2014	2014-2015
1	36,087.00	36,529.00
2	36,809.00	37,260.00
3	37,545.00	38,005.00
4	38,296.00	38,765.00
5	39,062.00	39,541.00
6	39,843.00	40,331.00
7	40,640.00	41,138.00
8	41,453.00	41,961.00
9	42,585.00	42,800.00
10	43,738.00	43,969.00
11	44,946.00	45,159.00
12	45,880.00	46,407.00
13	46,836.00	47,371.00
14	47,909.00	48,358.00
15	48,941.00	49,466.00
16	50,342.00	50,531.00
17	51,715.00	51,978.00
18	53,102.00	53,395.00
19	54,489.00	54,827.00
20	55,878.00	56,259.00

Beyond Step 20

Base salary will be increased by 3.25% each year of contract. Upon expiration of this contract an increment of \$1200 shall continue for each following year until a successor agreement is reached.

Graduate Hours

\$108.00 per hour

Masters Degree

\$1298.00

Sixth Class Stipend

\$1600.00

Longevity Stipend

Steps 22-24

\$1000.00

Step 25 & beyond

\$2000.00

ARTICLE XXV

PAYMENT OF PART-TIME POSITIONS

1. The chart listed below indicates the amount each individual will receive when assigned to teach part-time.

<u>Number of Classes</u>	<u>Number of Preparation Periods</u>	<u>Duty Assignment</u>	<u>% Wage</u>
1	1/2	0	20%
2	1/2	0	30%
3	1	0	50%
4	1	1/2	70%

Class assignments of more than four will have full-time responsibilities.

2. Staff members assigned less than five (5) days per week will be prorated on the basis of a full week assignment (i.e. two (2) days per week will be 2/5 or forty percent (40%) or two (2) half days per week would be 1/5 or twenty percent (20%)).
3. Fringe Benefits - All contractual fringe benefits (leaves and medical coverage) will be granted prorated at the same rate as salary.

Exception: Employees working less than fifty percent (50%) would not be eligible for the Dental coverage. Those working fifty percent (50%) or more would be eligible for premium coverage at the appropriate pro-rated amount should they elect.

The Health Insurance coverage is determined by the criteria established in the Health Insurance Plan.

ARTICLE XXVI

COMPENSATION FOR EXTRA DUTY ASSIGNMENTS

In order to provide equitable compensation for extra duty assignments, the following percentages and flat rates are established. The percentages shown shall be multiplied by the designated step of the Bachelor's Salary Schedule.

ATHLETICS:

Football - Head Varsity	10%	Baseball - Varsity	8%
Football - Assistant Varsity	7%	Baseball - JV	6%
Football - Modified	7%	Baseball - Assistant Varsity	5%
		Baseball - Assistant JV	5%
Soccer - Varsity (Boys)	10%	Baseball - Modified	5%
Soccer - JV (Boys)	6%		
Soccer - Modified (Boys)	5%	Softball - Varsity	8%
Soccer - Varsity (Girls)	10%	Softball - JV	6%
Soccer - JV (Girls)	6%	Softball - Assistant Varsity	5%
Soccer - Modified (Girls)	5%	Softball - Assistant JV	5%
Basketball - Varsity (Boys)	10%	Bowling - V & JV (Boys)	4%
Basketball - JV (Boys)	7%	Bowling - V & JV (Girls)	4%
Basketball - 7th Grade (Boys)	3%		
Basketball - 8th Grade (Boys)	3%	Cross Country - V w/JV and mod	8%
Basketball - Varsity (Girls)	10%		
Basketball - JV (Girls)	7%	Tennis - Varsity	6%
Basketball - 7th Grade (Girls)	3%		
Basketball - 8th Grade (Girls)	3%	Golf - Varsity	6%
Cheerleading - Football	5%	Track - Varsity (Boys)	8%
Cheerleading - Basketball	6%	Track - Varsity (Girls)	8%
		Track - Assistant	5%
Volleyball - Varsity (Girls)	9%	Track - Modified	5%
Volleyball - JV (Girls)	7%		
Volleyball - Modified (Girls)	5%		
Volleyball - Varsity (Boys)	9%		

ARTICLE XXVI

COMPENSATION FOR EXTRA DUTY ASSIGNMENTS

(Continued)

MUSIC

Marching Band - HS	10%
Marching Band - MPS	5%
Color Guard	6%
Marching Band Battery	6%
Percussion Ensemble - HS	2%
HS Musical - Production Director	9%
HS Musical - Assistant Prod Director	2.5%

The HS Production Director may request, in writing, that the Board of Education appoint additional assistants. The Board of Education has the sole and exclusive right to grant, deny, or modify such request.

Jazz Band - HS	\$800.00
Jazz Band - MS	\$800.00
Swing Choir	\$800.00
Women's Choir	\$400.00
Men's Ensemble	\$400.00
Elementary Musical Director	3%

CO-CURRICULAR

Senior Class Advisor	6%
Senior Class Advisor Assistant	4%
Junior Class Advisor	2.5%
Junior Class Advisor Assistant	2%
Sophomore Class Advisor	2%
Freshman Class Advisor	2%

Student Council Advisor - HS	7%
Student Council Advisor - MS	7%
Student Council Advisor - MPS	5%

Yearbook Layout Advisor - HS	5%
Yearbook Business Advisor - HS	5%
Yearbook Advisor - MS	2%
Yearbook Advisor - MPS	2%
High School Video Yearbook	6.5%

Prize Speaking Advisor - HS	2%
Prize Speaking Production Asst - HS	2%
Prize Speaking Advisor - MS	2%
Prize Speaking Advisor - MPS	2%

Drama Club	4%
Webmaster (2)	\$1600.00 each
Model UN	5%
Outdoor Club	5%
Drug Quiz Advisor	\$400.00
Weight Room Advisor	3%
Girls Athletic Assoc/Varsity Club	4%
SADD Advisor	\$400.00
JSHS Art Club	2.5%
French Club	2%
Ski Club - MPS	\$250.00
Ski Club - MS	\$250.00
Ski Club - HS	\$250.00

ARTICLE XXVI

COMPENSATION FOR EXTRA DUTY ASSIGNMENTS

(Continued)

Elementary Late Bus

The stipend for this duty shall be twenty dollars (\$20.00) per session (2:45 - 3:45) from week five (5) to week thirty-five (35). (Number of sessions x \$20.00) A log of attendance for each session will be kept by the supervisory teacher.

During the first three (3) years of experience in a specific assignment, the percentage will be applied to Step 3 of the appropriate Bachelor's Salary Schedule. In order to recognize the experience in coaching and co-curricular assignments (this refers to assignments in the same activity beginning 9/1/78) it is further provided that after three years in the same activity, the percentage would be multiplied against Step 5 of the appropriate Bachelor's Salary Schedule. After six years of experience in the same activity, the percentage figure will be multiplied against Step 7 of the appropriate Bachelor's Salary Schedule. After 9 years of experience in the same activity, the percentage figure will be multiplied against Step 9 of the appropriate Bachelor's Salary Schedule.

The method of payment may either be in the form of a separate check or as a part of one's total salary (i.e., included in his bi-weekly check). The above option shall be provided for all employees covered by this article.

Senior Class Chaperones: Teachers who serve as chaperones for the Senior Class trip will be paid at the regular daily substitute rate of pay for each day of the trip.

Tutoring and Summer Curriculum: Effective July 1, 2013, the hourly rate of pay for tutoring and summer curriculum work will be increased from the current ten dollars (\$10.00) per hour to a sum of twenty dollars (\$20.00) per hour.

ARTICLE XXVII

AGENCY FEE

Effective July 1, 1979, the Waterville Central School District shall deduct from the wage or salary of employees in the teachers' bargaining unit who are not members of the Waterville Teachers' Association, the amount equivalent to the dues levied by the Waterville Teachers' Association and shall transmit the sum so deducted to the Waterville Teachers' Association, in accordance with 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 Waterville Teachers' Association maintains such procedure. 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 of the Agreement.

ARTICLE XXVIII

RETIREMENT INCENTIVE

- A. Retirement Incentive shall be twenty thousand dollars (\$20,000.00). Teachers retiring under the Retirement Incentive award shall give their notice to the Superintendent by January 15th.
- B. To be eligible for Retirement Incentive, a person must retire at the end of the school year in which he/she becomes eligible for a full pension from the New York State Retirement System.
- C. Payment, less appropriate deductions, to be made in lump sum prior to July 1, or any other mutually acceptable time or manner, as described in Section E of this Article.
- D. In order to qualify for Retirement Incentive, a teacher must have fifteen (15) years of service in the Waterville Central School District at the time of retirement.
- E. Non-elective Employer Contributions (403b memorandum):

The District agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the District during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of the District's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Article XXIV of the Agreement. The District contribution shall not exceed the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

The District also agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the District of his/her intent to retire per Article XXVIII of the collective bargaining agreement. The Employer's Non-elective Contribution for each eligible employee shall equal the amount identified in Article XXVIII, Section A, of the collective bargaining agreement.

The District shall deposit the above-referenced non-elective contribution(s) up to the Contribution Limit provided for in *Internal Revenue Code* Section 415(c), by no later than July 31, following the employee's severance date. Any excess amounts that remain after that deposit shall be remitted in accordance with the remaining terms and conditions of this Memorandum of Agreement.

ARTICLE XXVIII

RETIREMENT INCENTIVE
(continued)

1. No Cash Option No employee may receive cash in lieu of, or as an alternative to, any of the Employer's Non-elective Contribution(s) described herein.
2. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System (TRS) with a membership date before June 17, 1971, the District shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System (TRS) with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the District shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

ARTICLE XXVIII

RETIREMENT INCENTIVE
(continued)

3. 403(b) Accounts District contributions shall be deposited into the 403(b) account selected by the employee to receive District contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive his/her contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then District shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. Tier I Adjustments For TRS Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and District shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parts
6. This article shall further be subject to the approval of the 403(b) Provider, which shall review the Article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the District and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
8. Any disputes arising related to the Article will be subject to the grievance procedure outlined in this Collective Bargaining Agreement.

ARTICLE XXIX

DEPARTMENT CHAIRPERSON/TEAM LEADER

1. Selected by:

Recommended by Grade Level or Department Staff to the Superintendent of Schools and subsequently submitted to the Board of Education for approval.

2. Responsibilities:

- A. Attend monthly chairperson's meeting with Principal/Curriculum Coordinator.
- B. Organize and conduct Departmental/Team Meetings throughout the year with a pre-announced agenda. Provide Principal/Curriculum Coordinator with a written record of results of this meeting.
- C. Provide leadership in curricula development and evaluation within his/her department or grade level and maintain file of such.
- D. Review progress and provide leadership in the development of short and long-range goals. Record results and periodically report to Building Principal/Curriculum Coordinator.
- E. Coordinate the development of new course offerings as needed. Provide a written proposal of such and assist department members in formulating curriculum.
- F. Review and update course descriptions as needed (Secondary Level only).
- G. Review staffing needs. Formulate written proposals and make recommendations to Building Principal for any addition(s) deemed necessary.
- H. Interview, with Board committee, candidates for future staffing of his/her department or grade level. Department Chairperson/Team Leader will make recommendations, but the final selection of candidates shall be the responsibility of the Superintendent and the Board of Education.
- I. Make recommendations regarding assignments of staff.

ARTICLE XXIX

DEPARTMENT CHAIRPERSON/TEAM LEADER
(Continued)

- J. Evaluate materials with staff. Prepare a departmental/team budget. Organize textbook/workbook requisitions. Coordinate departmental supply requisitions and write justification for equipment and new textbook purchases.
 - K. Set up demonstrations of new equipment being considered for purchase. Present oral justification to Board of Education for purchase of new textbooks, as necessary.
 - L. Keep abreast of current sources, resources, organizations, conferences, materials pertaining to professional growth, etc., and disseminate to other members of the department or team.
 - M. Write proposals for summer curriculum. Coordinate summer curriculum. Provide a written summary of such to Administration and Board of Education.
 - N. Participate in all activities pertinent to the department or grade level.
 - O. Attend county and/or state meetings which relate to his/her department or grade level.
 - P. Additional duties may be assigned by the Superintendent and the Board of Education within the parameters of this document. Department Chairperson(s)/Team Leader(s) shall not be assigned a sixth (6th) teaching class.
3. Stipend: One thousand dollars (\$1,000.00) per year.
4. Responsible To:
- A. Applicable Building Principal/Curriculum Coordinator
 - B. Superintendent of Schools
 - C. Board of Education
5. Goal:
- To insure that the instructional programs reflect the desires and values of the school community within the parameters established by Federal, State, and local mandates, court decisions, and the Board of Education which is entrusted with infusing and promulgating values and beliefs of the community into the educational and social development of its children.

ARTICLE XXIX

DEPARTMENT CHAIRPERSON/TEAM LEADER
(Continued)

6. Applicable Subject Areas:

- A. K-6
 - 1. Individual Grade Levels Total = 7
- B. 7-12
 - 1. Science
 - 2. Math
 - 3. Social Studies
 - 4. Foreign Language
 - 5. English (Literacy and Librarians)

Total = 5
- C. K-12
 - 1. Pupils Services
 - A. Guidance
 - B. Psychologist
 - C. Speech
 - D. Resource Room Total = 1
 - 2. Fine Arts
 - A. Art
 - B. Music Total = 1
- D. Special Areas
 - 1. Physical Education
 - 2. Health

Special Areas

 - 1. Home and Careers
 - 2. Business
 - 3. Technology Total = 2

7. Evaluation:

Performance of this job will be evaluated in accordance with provisions of the Board of Education policy on Evaluation of Professional Personnel.

ARTICLE XXX

NURSES

- A. All clauses in the current Agreement shall apply to Nurses, except for the following:
1. Article XI - "Continuing Education"
Section 8.
 2. Article XIV - "Teaching Hrs, Load, Day"
Section 2, paragraph B - Planning Period
Section 2, paragraph C - Teaching Load
Section 2, paragraphs D, E, F - Sixth Class
Section 3 - Elementary
Section 4 - Special Areas
Section 5 - Split Classes
Section 7 - Class Size
Section 8 - Playground Duty
 3. Article XV - "Terms of Employment"
Entire Article
 4. Article XVI - "Sabbatical Leave"
Entire Article
 5. Article XX - "Promotions & Transfers"
Entire Article
 6. Article XXIV - "Salary"
Section 1 - Salary Schedules
Section 2 - Payment Options
Section 4 - Years of Service payments
 7. Article XXV - "Payment for Part-Time Positions"
Entire Article
- B. Salary:
1. The beginning salary for newly employed nurses shall be established by the Board of Education.
 2. Actively employed nurses shall receive a raise of three and a quarter percent (3.25%), to include any negotiated retroactive pay, for all years of the contract.
 3. Nurses will be paid for unused sick days at time of retirement as per teachers in Article XXIV, Section 3.
- C. Health insurance contributions shall be as set forth in Article XXVIII.
- ~~D. Nurses shall be eligible to participate in the Sick Leave Bank, as set forth for teachers in Article XIX, Section 4.~~
- E. Nurses shall be permitted to use their sick leave days for a death in the family, as set forth for teachers in Article XIX, Section 3, paragraph 5.

ARTICLE XXXI

TEACHING ASSISTANTS

A. SALARY:

1. The beginning salary for newly employed Teaching Assistants shall be established at fifty (50%) of Step One (1) of the current year's teachers salary schedule.
2. Actively employed Teaching Assistants shall receive a raise of three and one-quarter percent (3.25%) annually, to include any negotiated retroactive pay, for all years of the contract.
3. A longevity stipend of one thousand dollars (\$1,000.00) will be paid for each Teaching Assistant with ten (10) years or more of District service.

B. BENEFITS:

1. Leave of Absence

A. Sick Days:

1. One (1)/Month (ten (10) per year)
2. Includes use of five (5) sick days per year as family illness days.
3. Teaching Assistants may access the Sick Leave Bank as set forth for teachers in Article XIX, Section 4.
4. Teaching Assistants shall be permitted to use their sick leave days for a death in the family, as set forth for teachers in Article XIX, Section 3, Paragraph 5.
5. Teacher Assistants will be paid for unused sick days at time of retirement at the same rate as teachers.

B. Personal Days

1. Two (2) personal days per year.
2. Unused personal days will be converted to sick days.
3. Personal days may not be used to extend a vacation or holiday period.

ARTICLE XXXI

TEACHING ASSISTANTS

Continued

2. Health Insurance

- A. The employee may choose among the Excellus Blue Cross/Blue Shield PPO Plan H5 if offered or another similar plan which may be offered in place of Excellus Blue Cross/Blue Shield PPO Plan H5, or an HMO if offered.
- B. District Share - individual - eighty percent (80%)
District Share - dependent - eighty percent (80%)
- C. Employee Share - individual - twenty percent (20%)
Employee Share - dependent - twenty percent (20%)
- D. Blue Cross Prescription Plan
- E. Present Carrier - dental plan (or a successor to such plan)

3. Retirement Incentive

Teaching Assistants who retire from the District shall be entitled to a retirement incentive in the amount of Five Thousand Dollars (\$5000.00). Such retirement shall be in accordance with the same terms and conditions as set forth for teachers to qualify for a retirement incentive, as set forth in Article XXVIII of the parties' collective bargaining agreement, entitled "Retirement Incentive."

C. EXCEPTIONS:

All clauses in the current Agreement shall apply to Teaching Assistants, except for the following:

- 1. Article XI - "Continuing Education"
Section 8
- 2. Article XIV - "Teaching Hours, Load, Day"
Section 2, paragraph B - Planning Period
Section 2, paragraph C - Teaching Load
Section 2, paragraphs D, E, F - Sixth
Class
Section 3 - Elementary
Section 4 - Special Areas
Section 5 - Split Classes
Section 7 - Class Size
Section 8 - Playground Duty
- 3. Article XV - "Terms of Employment"
Entire Article
- 4. Article XVI - "Sabbatical Leave"
Entire Article
- 5. Article XIX - "Leaves"
Entire Article, except as outlined in the
"Benefits" section of this Article
- 6. Article XX - "Promotions & Transfers"
Entire Article
- 7. Article XXIII - "Hospital, Surgical & Major Med Benefits"
Entire Article

ARTICLE XXXI

TEACHING ASSISTANTS
(continued)

8. Article XXIV - "Salary"
 - Section 1 - Salary Schedules
 - Section 2 - Payment Options
 - Section 4 - Years of Service payments
9. Article XXV - "Payment for Part-Time Positions"
 - Entire Article

ARTICLE XXXII

NON-DISTRICT EMPLOYEES WHO PERFORM COACHING SERVICES

Paragraph 7 of Article XIII, "Payroll Deductions," (page 16) is the only section of this Agreement which applies to non-district employees who perform coaching services.

No other section of this Agreement shall apply to these individuals.

ARTICLE XXXIII

INVOLUNTARY TRANSFER LANGUAGE

As a result of exchanges of various considerations as part of the process of negotiations for a successor collective bargaining agreement between the parties, it is hereby understood and agreed that there shall be no involuntary reassignments of teachers within the District by the Administration. This means that no teacher certified and in the tenure area of K-6 shall be assigned to a different grade level without his/her consent except as necessitated by enrollment, class size needs, or similar circumstances. Teachers in grades 7 - 12 will not have their assignments changed unless a change is necessitated by student loads and course offerings.

ARTICLE XXXIV

DISTANCE LEARNING AGREEMENT

It is agreed that the Waterville Teachers Association and the Waterville Central School District may participate in this Distance Learning Program under the following conditions:

I. GENERAL

- A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the district.
- B. No member of the bargaining unit on effective date of this agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the District's Collective Bargaining Agreement.
- D. The President of the Teachers' Association shall participate annually in a process of (s)electing one of two teacher representatives (staggered terms) to the Advisory Board of the Oneida-Herkimer-Madison BOCES Distance Learning project.

II. TRANSMITTING (From Host School)

- A. Any program delivered from this School District, for the purpose of educating children, shall be taught by a volunteer from the bargaining unit. If no volunteer is available, then the host district may utilize staff from other than the bargaining unit. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of the live transmission must be for the purposes of current student review of participating students and/or makeup.
- B. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes. Because of variations in schedules between districts, transmission may include time immediately prior to or after the normal schedule in order to resolve the resultant conflict.

Article XXXIV

DISTANCE LEARNING AGREEMENT
(Continued)

- C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
- D. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.
- E. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades to the host district.
- F. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- G. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.
- H. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of the host district. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- I. Any audio-visual tapes of the classes made in the host district are the property of the host district and the district shall make such tapes available for the teacher's personal, professional, non-commercial use.

Article XXXIV

DISTANCE LEARNING AGREEMENT
(Continued)

- J. The calendar of the host district shall be used for each course being taught.
- K. Textbooks for Distance Learning courses shall be determined by the host district in accordance with normal procedures.
- L. Once courses to be taught are determined, other matters that will be subject to local option are additional plan time, compensation, manner of assignment, and such others as the parties may wish to address. Negotiations of local options by collective bargaining agreement shall not prevent the Distance Learning Program from going forward even if such negotiations are incomplete at the time of the program's inception.
- M. Teachers will be permitted and encouraged to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time. Appropriate expenses will also be paid by the District.

III. RECEIVING

- A. The introduction and continuation of Distance Learning in a receiving district shall not replace a course being currently taught or a course recently taught by current staff unless the local union and district mutually agree in writing. A course may not be offered if it falls within the tenure area of a qualified employee on a recall list unless said individual declines the offer of part-time employment.

Transmissions shall originate within New York State.
- B. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.
- C. A District employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teacher assistant and is required to attend meeting in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meeting must be at mutually agreeable times. The District shall compensate such employee.

Article XXXIV

DISTANCE LEARNING AGREEMENT
(Continued)

- D. If the District assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.
- E. The District shall not make any audio/visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the discretion of the teacher.
- F. College courses which give no high school credit may be received during the school day for offering to students who have or are scheduled to complete District offered course requirements for graduation.

ARTICLE XXXVI

TERM OF AGREEMENT

The term of this Agreement is from July 1, 2009 to June 30, 2015.

FOR THE ASSOCIATION:

President

Secretary

Chairman, Negotiating Team

FOR WATERVILLE CENTRAL SCHOOL:

President of the Board of Education

Superintendent