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Contract Database Metadata Elements

Title: **Wilson Central School District and Wilson Teachers Association (WTA), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2010)**

Employer Name: **Wilson Central School District**

Union: **Wilson Teachers Association (WTA), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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AGREEMENT BETWEEN

WILSON CENTRAL SCHOOL DISTRICT

and

THE WILSON TEACHERS' ASSOCIATION

JULY 1, 2010 TO JUNE 30, 2014

NEGOTIATIONS SETTLEMENT
INCLUDING APPR BETWEEN THE
WILSON CENTRAL SCHOOL DISTRICT
AND THE
WILSON TEACHERS ASSOCIATION

The parties agree to the following to resolve both APPR and the collective bargaining negotiations between the parties:

- Four year contact (2010-2014).
- All other proposals by both parties will be withdrawn.
- The District agrees to create a APPR Stipend fund of fifty (\$50,000.00) for the School years of 2012-2013 and 2013-2014 in addition to any step increases the members may be entitled to during those years. The APPR Stipend fund shall be distributed according to the WTA.
- The Association will make every attempt to ratify both the contract and the APPR document prior to June 30, 2012.
- In the event the State does not approve the District APPR plan, the parties agree to resume good faith bargaining on the APPR plan until the plan is approved by the State. However, in the event the State does reject the District's plan, all other conditions of this agreement remain in full force.

For the District:

For the Association:

Michael S. Wendt, Superintendent

Date: _____

Margaret Thompson, President, WTA

Date: _____

PHILOSOPHY

The Wilson Central School Board of Education and the Wilson Teachers' Association firmly believe that the primary function of the Board and its teaching staff is to assure each boy and girl attending this District's schools the highest level of educational opportunity obtainable. The Board recognizes that teaching is a profession. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and the teaching staff.

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Wilson Central School District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that teachers have the right to join or not join the Association, but that membership shall not be a prerequisite for employment or continuation of employment of any employee.

The legal rights of minorities and individuals inherent in the New York State Education Law and in the rulings and regulations of the Commissioner of Education affecting teaching personnel shall in no way be abridged by this Agreement.

ARTICLE 1 RECOGNITION

Pursuant to the Public Employees' Fair Employment Act, the Board of Education of the Wilson Central School District recognizes and certifies the Wilson Teachers' Association for the purposes of collective negotiations as the exclusive representative of a unit consisting of all professional staff members including long-term substitutes and excluding the Superintendent and other administrative and guidance staff members. Such recognition shall extend until seven months prior to the expiration of this written Agreement. A challenge to such recognition must be made in accordance with the Public Employees' Fair Employment Act and the rules and regulations of the Public Employment Relations Board.

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Wilson Central School System. It is further recognized that the Board must operate in accordance with all statutory provisions of the State and other such rules and regulations as are or have been promulgated by the Board of Regents and the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE 2 DEFINITIONS

2.1 Definitions. As used in this Agreement, the following terms shall have the respective meaning set forth below:

- 2.1.1 “School District” means the Wilson Central School District.
- 2.1.2 “Board of Education” or “Board” means the Board of Education of Wilson Central School District.
- 2.1.3 “Superintendent” or “Chief Executive Officer” means the Superintendent of Schools of Wilson Central School District.
- 2.1.4 “Association” means the Wilson Teachers’ Association.
- 2.1.5 “PERB” means the Public Employment Relations Board.
- 2.1.6 “Agreement” means the mutually agreed resolution of all issues by the two parties to the negotiation process.
- 2.1.7 A “teacher” is any professional staff member of Wilson Central School covered in this Agreement. The word teacher shall include the position of Occupational Therapist and Nurses unless otherwise noted.
- 2.1.8 “Impasse” means the inability of the Chief Executive Officer or his designee and the Association to mutually settle a negotiation issue.
- 2.1.9 “Partial Day Teacher” means a teacher who has direct interaction with students on a half-day basis or less, but shall not include a substitute.
- 2.1.10 A “Long-Term Substitute Teacher” is a substitute teacher hired to replace a permanent teacher on leave and who works in such position for 90 teacher attendance days or more.

**ARTICLE 3
NEGOTIATION PROCEDURE**

3.1 Proposals

All issues proposed for negotiation shall be submitted in writing by the Association to the Superintendent at the Board of Education Office on or before February 16, 2010. The Superintendent shall simultaneously submit in writing to the Association all issues the Board proposes for negotiation. The Superintendent and the Negotiation Team of the Association shall set a mutually-acceptable date within fifteen (15) calendar days following the mutual exchange of proposals to enter into full and free discussion and negotiation of all issues proposed by the two parties. Meetings thereafter shall be called at times mutually acceptable to the two parties as frequently as necessary until either agreement or impasse is reached.

3.2 Negotiations

The Chief Executive Officer, or designated representative(s) of the Chief Executive Officer (negotiators and advisors as required with a maximum of seven (7)), will meet with the Association (negotiators and advisors as required with a maximum of seven (7)),* for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters including the supplying of information pertinent to any issue(s) being discussed.

*For the benefit of both sides, the Board, or Superintendent, or negotiators and the Association representatives may mutually agree to have present at negotiation sessions various consultants whose presence shall not be considered as part of the maximum of seven (7)

3.3 Settlement Memorandum

When consensus of the parties is reached covering a proposal under discussion, the proposed resolution of said proposal may be reduced to writing and initialed by the Chief Spokespersons for the parties. When all issues have been mutually resolved, the individually initialed items shall be incorporated into a Settlement Memorandum for submission to the Superintendent and Board for formal approval to the extent required by law and to the Association for ratification by its members. Upon approval by the Board and Association, the proposed Agreement shall become the Official Agreement between the parties commencing on a date to be stated herein and for a period of time to be stated herein.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 Purpose

4.1.1 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 through procedures under which members of the negotiating unit and the Association may present grievances free from coercion, interferences, reprisal, restraint or discrimination, and by which the District and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before arbitrators, administrative agencies and/or in the courts.

4.2 Grievance Form

A grievance form (Appendix A) will be supplied to all Building Representatives at the start of the school year. Such forms and their content, as contained in said Appendix A, have been agreed upon by negotiation.

4.3 Definitions

4.3.1 For purposes of Stages 1, 2, and 3 only, a Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, this Agreement, policies, rules, regulations, orders, work rules and procedures of the administration.

For purposes of Stage 4 only, a Grievance is a claim or complaint by any teacher or group of teachers in the negotiating unit regarding an alleged misinterpretation, misapplication or other violation of the terms of the Agreement.

4.3.2 Grievant or aggrieved party shall mean the Association or any person or group of persons in the negotiating unit or any combination of same submitting a grievance.

4.3.3 Supervisor shall include the Building Principal or the Building Assistant Principal or the Building Supervisor, or, if not available, then the Superintendent or a supervisory officer responsible.

4.3.4 Party in interest shall mean any party named In a grievance who is not the aggrieved party.

4.3.5 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of this grievance procedure.

4.3.6 Representative of His Choice shall mean an individual teacher, Association-designated representative, Association Officer, and/or the Grievance Committee, whomever the grievant shall choose and who agrees to represent him at all stages of the grievance procedure as long as the representative is not a representative of a competing employee organization. The maximum number of representatives for either side present at a hearing at any stage shall be three (3). The procedure of §12.10, below, shall apply.

4.3.7 Notice to the Association shall be transmitted to the Chairman of the Association Grievance Committee.

4.4 General Procedures for the Grievance Process

- 4.4.1 Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 4.4.2 Unless settled informally, all grievance 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.
- 4.4.3 If a grievance affects a group of teachers or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below, in which case the grievance must be brought within twenty (20) school days and the Superintendent shall have ten (10) school days to set a hearing date.
- 4.4.4 Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so to avoid interference with teaching and administrative schedules whenever possible.
- 4.4.5 The Superintendent 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 concerning the alleged grievance.
- 4.4.6 Except as otherwise provided in the first Stage, an aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him to testify and to call witnesses on his own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every stage of his grievance procedure.
- 4.4.7 Time spent in any capacity in the presentation of a grievance shall not be charged against salary or leave time. There shall be no harassment of, coercion, or retaliation against any person associated with the presentation of a grievance.
- 4.4.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.4.9 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 having the said matter informally 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. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, 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.

- 4.4.10 If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined 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 in all other provisions or applications will continue in full force and effect.
- 4.4.11 The Chief Executive Officer 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 levels other than Stage I(a), and all written decisions at all stages. The Official Grievance Record shall be mailed to the Aggrieved Party, the Association and the Board but shall not be deemed a public record.
- 4.4.12 If official minutes are kept in Stages 2 and 3, a copy of such minutes will be made available to all parties involved within a reasonable time, but prior to the next stage.
- 4.4.13 The grievant, through the Association, may withdraw the grievance by written notice at any time.

4.5 Compliance with Time Frames

- 4.5.1 The time limits specified for either party may be extended only by mutual agreement.
- 4.5.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
- 4.5.3 The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further appeal by the grievant.

- 4.5.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association 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.
- 4.5.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedures may be exhausted prior to the end of the school term or as soon thereafter as possible.

4.6 Grievance Stages

4.6.1 Stage 1: Supervisor

- 4.6.1.1 A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the teacher submits the grievance through a representative the teacher may be present during the discussion of the grievance.
- 4.6.1.2 If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing and present it to the teacher, his representative and the Association.

4.6.2 Stage 2: Chief Executive Officer

- 4.6.2.1 If the teacher initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Chief Executive Officer may be filed within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- 4.6.2.2 Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative shall hold a hearing with the teacher, his representative and all other parties in interest.
- 4.6.2.3 The Chief Executive officer shall render a decision in writing to the teacher, his/her representative and the Association within ten (10) school days after the conclusion of the hearing.

4.6.3 Stage 3: Board of Education

4.6.3.1 If the teacher and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) school days after receiving the decision at Stage 2.

4.6.3.2 Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the grievance.

4.6.3.3 Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party, his/her representative and all parties in interest.

4.6.4 Stage 4: Binding Arbitration

4.6.4.1 After such a 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 Superintendent and the Clerk of the Board within ten (10) school days of the decision at Stage 3.

4.6.4.2 Arbitration Selection. Not later than the fifth school day after the date of the Association's notice to the Superintendent and the Clerk, the Association shall file a "Demand for Arbitration" with the American Arbitration Association ("AAA") with a copy to the Superintendent, requesting the AAA to send to the Association and the Superintendent a list of twenty (20) names of arbitrators. Not later than the tenth working day after each party receives its copy of the list, it shall return to the AAA its copy with the names of those arbitrators unacceptable to it crossed off and the remaining names, if any, numbered in order of the parties' preference. The AAA shall then appoint the arbitrator most preferred by the parties, but if the lists do not reveal any mutual choice of the parties, then the AAA shall appoint another person to serve as arbitrator. The arbitration shall then proceed in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that such Rules do not conflict with any provision of this Agreement.

4.6.4.3 The selected arbitrator shall hear the matter promptly and shall issue his/her decision not later than thirty (30) 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, whichever is later. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues.

4.6.4.4 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.

- 4.6.4.5 The decision of the arbitrator shall be final and binding upon all parties.
- 4.6.4.6 The costs for the services of the arbitrator shall be borne equally by the District and the Association, but all other expenses incident to the arbitration shall be borne by the party which incurred them.

ARTICLE 5 DEDUCTIONS

5.1 Payroll Deductions

- 5.1.1 The District agrees to deduct, from the salaries of the professional personnel, dues for the Wilson Teachers' Association, and NYSUT, AFT, AFL-CIO as said personnel individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Wilson Teachers' Association. Professional personnel authorizations shall be in writing on a form provided by the WTA and approved by the District.
- 5.1.2 The Association shall certify to the Superintendent in writing the current rate of membership dues. Any change in the rate of dues shall be given to the Superintendent thirty (30) days prior to the effective date of such change. Deductions shall be made in the following manner:
 - 5.1.2.1 The total annual membership dues for the designated professional organizations, certified as mentioned, shall be deducted in twenty (20) equal installments beginning with the teachers' second paycheck.
 - 5.1.2.2 No later than the Friday preceding the second teacher payroll, the Association shall provide the Superintendent with a list and the original signed dues authorizations of those new employees who have voluntarily authorized the Board to deduct said dues. Only a new teacher/new member must provide original signed cards.
 - 5.1.2.3 Each teacher shall be eligible to have a deduction made for participation in the VOTE/COPE CAMPAIGN. If elected, this deduction shall be made in twenty (20) equal installments each beginning with the teacher's second paycheck.
 - 5.1.2.4 The Superintendent shall, following each pay period from which a dues deduction is made, promptly transmit the amount so deducted to the Association. The first transmittal shall be accompanied by a listing of the members for whom deductions have been made, with the amount deducted for each, and successive transmittals shall list any exceptions.
- 5.1.3 The Board agrees to deduct for the Ontario Shores Employees' Federal Credit Union as per present Agreement with said credit union.

- 5.1.4 The Board agrees to deduct for income guarantee insurance as per the present Agreement with the carrier.
- 5.1.5 The Board agrees to deduct for the Eastern Niagara United Appeal as follows:
 - 5.1.5.1 After the presentation of a signed payroll authorization card by the teacher, deductions shall start with the second scheduled payroll and shall run for twenty (20) consecutive payrolls.
 - 5.1.5.2 A minimum deduction of \$1.00 per payroll shall be required to take advantage of payroll deduction.
- 5.1.6 The Board shall establish, and each teacher shall be eligible to participate in, “tax sheltered” annuity plans selected by the Association and established pursuant to the United States Public Law 87-370. This benefit shall result in no expense to the Board except administrative costs.
- 5.1.7 Each teacher shall be eligible to have deductions made for the purchase of United States Government Savings Bonds in multiples of \$6.25 per payroll. This deduction shall be made in twenty (20) equal installments beginning with the teacher’s second payroll.
- 5.1.8 Each teacher may elect to be paid in 26 installments rather than the regular 21. Election for 26 payrolls must be made and filed in Central Office no later than the teacher’s second reporting day in September.
- 5.1.9 Each teacher shall be eligible to have a deduction made for participation in the NYSUT Benefit Trust Plan. If elected, this deduction shall be made in twenty (20) equal installments each beginning with the teachers’ second paycheck.
- 5.1.10 Agency Fee - See Appendix C

ARTICLE 6
PERSONAL INJURY BENEFITS

6.1 Absence Following Physical Injury in the Course of Employment

Whenever a regularly employed teacher is absent from his employment and unable to perform his duties as a result of physical injury caused by an accident or an assault occurring in the course of his employment and the teacher has not been personally negligent with reference to the incident, he will be paid his full salary during his absence from his employment up to a period of one (1) year. The amount of any weekly Worker’s Compensation award made for temporary disability due to said injury will be paid to the Board in full by the employee, and no part of such absence will be charged to his annual or accumulated sick leave. The Board-selected doctor shall periodically, as the doctor or the Board determines, certify to the Board and

administration as to the term and extent of the disability. This medical service shall result in no cost to the teacher. The teacher shall cooperate with the Board-selected doctor.

6.2 Replacement or Repair of Bodily Appurtenances

The member shall be reimbursed for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Worker's Compensation which are damaged, destroyed, or lost as a result of any injury or assault sustained in the discharge of his duties within the scope of his employment.

6.3 Replacement for Damage to Personal Property

The member shall be reimbursed for the reasonable cost of any clothing or other personal property damaged, destroyed, or lost as a result of any injury or assault suffered by a member while acting in the discharge of his duties within the scope of his employment.

6.4 Reporting Claims

A written report of claims referred to in Sections 1, 2, and 3, with documentation, must be filed with the Superintendent within seven (7) calendar days of the incident. At the Superintendent's discretion such limitation as to days may be waived due to an emergency. A duplicate of such report must be filed at the same time with the Association.

ARTICLE 7 LEAVE PROVISIONS

7.1 Sick Leave

- 7.1.1 Each member is entitled to thirteen (13) days sick leave per year at full salary, accumulative to a total of 300 days.
- 7.1.2 The thirteen (13) days sick leave benefit shall become effective on the first required day of member attendance of each school year. Sick leave may only be taken when the illness is serious enough to prevent a teacher from working.
- 7.1.3 Teachers have a duty to minimize sick leave conditions and all conditions which could impede their recuperation or prolong the period requiring the use of sick leave.
- 7.1.4 Four (4) consecutive days or more of sick leave must be verified by a doctor's statement if required by the Superintendent. Sick leave of less than four (4) consecutive days must be verified by a signed statement from the member and filed in the Building Principal's office.

7.1.5 Any partial day teacher employed for an annual salary shall receive sick leave on a pro-rated basis.

7.2 Death in the Immediate Family

Full salary for a period not to exceed four (4) days at anyone time, will be paid to a member during the absence caused by a death in his or his spouse's immediate family. The immediate family is to consist of parents, children, husband or wife, brother or sister, grandmother or grandfather, surrogate parents, or a resident living full-time in the teacher's household. Such leave must be verified with a signed statement from the member and filed in the Building Principal's office. Such card forms are to be provided in each Building Principal's office. Such used leave shall not be deducted from the member's accumulated sick leave. If the teacher feels additional days are necessary, personal business days may be used for this purpose with notice as in subparagraph 7.5.1.4, below.

Subject to the foregoing, full salary for a period not to exceed one (1) day per occurrence will be paid to a member during an absence due to the death of an aunt, uncle, niece or nephew of the member.

7.3 Funeral, Other Than in the Immediate Family

Full salary, for a period not to exceed two (2) full days per year, will be paid to the member during absence caused by attendance at a funeral for other than in the immediate family. Such leave must be verified with a signed statement from the member and filed in the Building Principal's office. Such card forms are to be provided in each Building Principal's office. Such used leave shall be deducted from the member's personal business days. This leave may be charged on a half-day basis.

7.4 Illness in the Immediate Family

Full salary, for a period not to exceed ten (10) days per year, will be paid to a member during the absence caused by illness in the immediate family. Such leave must be verified with a signed statement from the member and filed in the Building Principal's office. Such card forms are to be provided in each Building Principal's office. Such used leave shall be deducted from the member's accumulated sick leave. This leave is only available to teachers actually attending to the family illness.

7.5 Personal Business

7.5.1 The teacher shall be entitled to three (3) personal business days per year. Personal business days shall be used for personal business impossible to transact outside the normal work day. Under no condition shall these days be used to extend vacations, to provide entertainment related activities or to seek employment. Personal leave taken pursuant to this paragraph is subject to the following conditions:

- 7.5.1.1 Personal business days shall not be deducted from accumulated sick leave and unused personal business days shall be added to the sick leave accumulation, but may not be accumulated from year to year as personal business days.
- 7.5.1.2 Personal business days may not be taken on the day before or after a holiday, recess or at any time for political activities unless a request, specifying the reason, is made and approved by the Superintendent in his sole and absolute discretion.
- 7.5.1.3 For days other than those specified in subparagraph 7.5.1.2 above, the teacher shall sign a statement certifying that such personal day is being taken to conduct urgent personal business which cannot be performed during non-school hours. For the first and second day, the reason for taking the day must be given. There may be times when the reason for the personal day request is of a highly personal or confidential nature. Under such exceptional circumstances the following statement may be substituted for the specific reason on the request form, "I prefer to give no reason." The use of this statement does not preclude the teacher's responsibility to comply with all requirements of §7.5, except as changed by this paragraph.
- 7.5.1.4 Twenty-four (24) hour notice shall be given for use of a personal business day except in an emergency.
- 7.5.1.5 Partial day teachers shall be entitled to personal business days on a pro-rated basis.
- 7.5.1.6 Abuse of this provision may result in loss of pay and prior permissions being required from the Superintendent or his representative for that teacher for the term of this agreement as determined by the Superintendent. That teacher may be required to submit to the Superintendent or his representative his reasons for requesting a personal business day at which time the Superintendent may accept or reject same.

7.6 Educational Meetings

- 7.6.1.1 Thirteen and one-half (13.5) days shall be provided, to be used at the discretion of the Executive Council of the Association, for organizational activities. The Association shall notify the Superintendent and the Building Principal in writing at least five (5) school days in advance as to who is using these days, for what purpose, and the date(s) the teacher(s) will be absent from school. Such days will not be charged to the sick leave or personal leave of an individual teacher and shall be with full pay. At no time will more than three (3) teachers be absent under this provision. All days for N.Y.S.U.T. and A.F.T. conferences will come from these days, and unused days will not

be accumulated from year to year. Breach of the notice provision herein shall result in a full deduction of pay.

- 7.6.1.2 The elected delegate or alternate shall be permitted to attend the annual New York State Retirement System Meeting. If the District is allowed more than one delegate, another may attend under the same terms and conditions. No charge to sick leave will be made and such leaves are to be with full salary.
- 7.6.1.3 The Board will pay reasonable expenses for one delegate to the New York State Teachers' Retirement Meeting, but it shall not be required to pay any conference expenses incurred for subparagraph 7.6.1.1 above.
- 7.6.1.4 The Board will pay reasonable expenses for one (1) teacher to attend the Board of Regents Conference held in the Buffalo area.

7.7 Jury Duty

- 7.7.1 Any member who is summoned to serve on jury duty when school is in session shall be granted necessary absence on order of the court with full salary. The pay for jury duty shall be refunded to the District. No charge to sick leave will be made.

Teachers must return to school on the days or half days they do not have to serve during their term of jury duty and must notify their Principal immediately of the days or half days they are returning to work so that appropriate action may be taken by the District to minimize the cost.

- 7.7.2 A teacher shall be released from school with pay upon legal subpoena.

7.8 Unpaid Leaves

- 7.8.1 A teacher desiring a leave of five (5) days or less, without pay, shall request, if possible, such leave in writing from the Superintendent or his representative. Requests may be granted by the Superintendent or his representative, without salary.

Each full day absence shall be deducted at the rate of 1/200 of annual salary. Whenever possible, the teacher shall give one (1) week notice in advance.

- 7.8.2 A teacher desiring leave in excess of five (5) days, without pay, shall request such leave in writing from the Superintendent at least one (1) week prior to the date requested. Such leave, if approved, shall be without salary. Each full day of absence shall be deducted at the rate of 1/200 of annual salary. The teacher must inform the Superintendent of the date of return to duty in the request.

7.9 Annual Report of Absence and Accumulated Sick Leave

The Central Office of the District shall provide, by October first each year, an Annual Report of Absence and Accumulated Sick Leave as of July 1st each year to each member.

7.10 Maternity Leave/Child Rearing

7.10.1 Pregnancy-related disability shall be considered and treated the same as the period of time a teacher is absent for any other disability; that is, the teacher shall be entitled to use sick leave which has been accumulated, plus any and all rights of the sick bank as spelled out in §7.19.

7.10.2 Child Rearing

The Board of Education shall grant a leave of absence for up to eighteen (18) months duration for child rearing leave, without pay but with full medical benefits allowed under the Family and Medical Leave Act for the care of a newborn or newly adopted child. (Full medical benefits under FMLA is for 12 weeks or 90 days.)

7.10.3 A child rearing leave for the purposes of adoption shall begin on the date of the adoption.

7.10.4 Application for Leave

7.10.4.1 A teacher shall notify her immediate supervisor, in writing, as soon as she becomes aware of her pregnancy.

7.10.4.2 A teacher must attach a statement from her physician, verifying the fact that she is pregnant and giving the estimated date of birth.

7.10.4.3 A teacher shall apply in writing for child rearing leave as soon as possible, but in no event later than thirty (30) days before said leave is to commence.

7.10.5 Length of Leave

As stated in paragraph 7.10.2, a child rearing leave will be granted for a period of up to eighteen (18) months. However, said leave may be terminated by the teacher by notifying the Superintendent, in writing, at least thirty (30) days in advance. Said notification must be accompanied by her physician's statement authorizing reinstatement.

7.10.6 Reinstatement

- 7.10.6.1 A teacher will be reinstated in her former position or an equivalent position, at not less than her former salary at the time the leave was granted.
- 7.10.6.2 No accumulation of other leave benefits shall be earned during child rearing leave, except to the extent allowed under the provisions of the Family and Medical Leave Act.
- 7.10.6.3 If, however, said teacher had served for one-half year or more, including sick days, during the year she goes on leave, she shall return on step plus one (1) after her leave is complete. One-half is to be the number for work days found in §13.1 divided by two (2).
- 7.10.6.4 The above step movement will take place only when said teacher leaves in one school year and returns in the next school year or any year thereafter. If said teacher leaves in one school year (i.e. 1997-98) and returns in the same school year (i.e. 1997-98) the step placement will be the same step placement she was on when she left.

7.10.7 Equal Application of Child Rearing Leave

- 7.10.7.1 Child rearing leave shall be available to both female and male employees without pay. However, male employees will not need a physician's statement as found in subparagraph 7.10.4.2.
- 7.10.7.2 Such leave will begin at the time a teacher, after giving birth, is determined by her physician to be well enough to resume her teaching duties but chooses said child rearing leave. As to male teachers, such leave will be granted after the birth of a child or the adoption of a child.

7.10.8 Child Bearing Leave

If a teacher does not want to use her accumulated sick leave, but wants a leave for child bearing reasons, said leave will be granted upon written request if a suitable substitute is available or as soon as one is found. Said leave of absence will be without pay for the time period when a teacher is pregnant, up to and including delivery and recovery. Such leave cannot last longer than six (6) weeks after delivery.

7.11 Return from Leave

All benefits to which a teacher was entitled at the time his/her leave commenced, including unused sick leave accumulation, shall be held for the teacher's credit upon return to duty, and he/she will be assigned to the same position which he/she held at the time said leave commenced if available; or, if not, to a substantially equivalent position.

7.12 Leave to Attend Compensation Hearing or Medical Examination

There shall be no charge to sick leave for an employee to attend a compensation hearing on his own behalf or for a medical examination ordered by such a court where the injury resulted from his employment by the Board or for a veteran to take a physical examination for compensation when so required by a U.S. Government Agency. Full salary shall be paid for time required for such examinations. Time off shall be limited to one-half (1/2) day unless additional time is necessary.

7.13 Workers' Compensation Benefits

In cases where an employee is paid benefits under the Worker's Compensation Act, payments by the District shall not exceed the difference between the employee's regular salary and the benefits paid under the provisions of the Worker's Compensation Act.*

7.14 Military Leave

Military Leave will be granted to any teacher as provided by Military Law.

7.15 Leave to Attend to Lawsuit

There shall be no charge against sick leave for any legal matter resulting from a lawsuit brought against the teacher or against the District as a result of his or her employment, but in no case shall this Section apply whenever the teacher sues the District. There shall be no charge against sick leave whenever a teacher is involved other than as a petitioner in a New York State Housing Assistance Council (HAC) case, Division of Human Rights case or EEOC case.

* Employee will refund entire compensation pay to the District and receive full salary pay from the Board.

7.16 Special Leaves

7.16.1 Teachers with five (5) years of experience or more in the District, leaving the District to participate in Foreign Exchange Teaching, Domestic Exchange Teaching, Vista, Peace Corps or employment as an elected officer in NYSUT or AFT** are entitled to a leave of absence upon written request for up to two (2) years without pay. The salary step for teachers on leave of absence for the first year of return shall be the step of the year of application plus one (1) or two (2) depending on the length of said leave. Upon return to the District said teacher shall have returned to him all benefits held up to the time the leave started. The Board shall have the prerogative of determining any additional leave time after two years.

** NYSUT - President, Vice-President, 1st Vice-President, 2nd Vice-President, Secretary-Treasurer; AFT- President, Secretary, Treasurer

- 7.16.2 All requests for leaves of absence, extensions or renewals of leaves, or intent to return will be applied for and, if granted, will be in writing.
- 7.16.3 All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including accumulated sick leave will be restored to him/her upon return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.

7.17 Sabbatical Leave

Sabbatical leave provisions of the 1976-1978 contract are incorporated into and made a part of this Agreement. (See Appendix B)

7.18 Terminal Leave

- 7.18.1 The District will pay to a retiring teacher \$70 per day for all sick leave accumulated over 75 days and up to 225 days. The District will also pay a retiring teacher \$130 for all sick leave accumulated over 225 and up to 275 days.

The terminal leave shall be payable to the teacher in a lump sum at the time of retirement or the lump sum accumulated may be used to purchase health insurance plan up to 65 years of age. In the event of a shortfall in the teacher's premium amount, the teacher must contribute the additional premium to the District to complete the insurance year. If the teacher elects not to contribute the shortfall, the amount left over will be paid to the teacher or teacher's beneficiary.

- 7.18.2 The District will pay a retiring Occupational Therapist as follows: \$50 per day for all sick leave accumulated over 75 and up to 225 days, \$60 per day for all sick leave accumulated over 225 days up to 275.
- 7.18.3 The District will pay a retiring School Nurse \$35 per day for all sick leave accumulated over 75 days through 225 days. The District will also pay a retiring School Nurse \$50 per day for all sick leave accumulated over 225 and up to 275 days.
- 7.18.4 The terminal leave pay will be paid only under the following conditions:
 - 7.18.4.1 The teacher must notify the Superintendent in writing of the intent to retire by February 1 for retirement in June of that year.
 - 7.18.4.2 The teacher must be qualified to retire under the New York State Retirement System.
 - 7.18.4.3 The teacher must have served twenty (20) years or more in the Wilson School District.

7.18.4.4 Failure by the teacher to meet the notification requirement will result in the teacher automatically losing the right to terminal leave pay and is not subject to the grievance procedure.

7.18.5 In case of death of a Wilson teacher, all monies payable under paragraph 7.18.1 will be payable to the teacher's beneficiary or to the teacher's estate.

7.19 Sick Leave Bank

The Board will establish a Sick Leave Bank commencing September 1979 to be used only when a teacher is incapacitated by long-term-personal illness or injury providing at least 75 full-time teachers agree to participate in accordance with the following terms:

7.19.1 Membership in the Sick Leave Bank is voluntary.

7.19.2 A teacher shall make his contribution by giving a signed, written authorization therefore to the Superintendent of Schools.

7.19.3 The period of enrollment is between September 1 and February 1 of each school year. Full-time teachers shall have one opportunity to enroll in the Bank after one year of teaching service in the District and may join in the second, third, or fourth year by donating three days of sick leave earned, two during the first school year of membership, and one day the following school year. Regular part-time teachers shall have one opportunity to enroll in the Bank during the 2006-2007 school year, and may join during the next three school years by donating one and one-half days earned in one-half day increments (regardless of the teacher's FTE status), one during the first school year of membership, and one-half during the following school year.

7.19.4 The first 20 consecutive days of personal illness or disability will not be covered by the Bank, but must be covered by the teacher's own accumulated sick leave or absence without pay.

7.19.5 A maximum of 45 days each school year can be drawn by anyone member of the Bank. More days may be granted by the Superintendent upon application of the member, provided the days are deemed necessary by the Committee established by paragraph 7.9.11 hereof. A part-time employee-member of the Bank may draw days in direct proportion to the employee's full-time equivalent status.

7.19.6 A member of the Bank will not be able to utilize Sick Leave Bank benefits until all the teacher's own sick leave days are exhausted. The Bank can not be used by a member on an unpaid leave of absence.

7.19.7 Members of the Bank will be assessed one additional day of sick leave at such time as the Bank is depleted to 45 days. Members who have no sick leave to

contribute at the time of reassessment will be assessed this day by September 15 of the following year.

- 7.19.8 A member of the Sick Leave Bank may withdraw from the Bank during the first 15 days of any school year by placing his withdrawal request in writing to the Superintendent.
- 7.19.9 Members utilizing sick leave days from the Bank will not be required to replace these days except as regular contributing members of the Bank.
- 7.19.10 Upon termination of employment, or withdrawal of membership from the Bank, a participating teacher will not be permitted to withdraw his contributed days, and the teacher loses all rights and benefits.
- 7.19.11 A Committee composed of one Board representative and two W.T.A. members will be established to determine the eligibility of a teacher to draw from the Sick Leave Bank. If a teacher desires to use the Sick Leave Bank, he must submit his written request to the District's Director of Personnel giving reasons therefor. The Director of Personnel will notify and refer the matter to the Committee. The Committee may request, from the teacher, medical statements and other reasonable evidence in support of the request. Decisions of the Committee, which are by majority rule, are final.
- 7.19.12 Upon written authorization of the Committee to the Superintendent, sick leave payments will be granted pursuant to this provision of the contract.
- 7.19.13 The Superintendent will notify the W.T.A. President, in writing, the first week of August as to the number of days currently in the Bank.
- 7.19.14 Should the W.T.A., by majority vote of its members, decide to discontinue the Sick Leave Bank, all accumulated days will be carried to the next year and/or until the Bank is depleted.
- 7.19.15 Any unused sick days, over 300 accumulated, will be contributed to the Sick Bank by a teacher, not to exceed 15 days per year, and such contribution shall be taken at the end of the school year.

ARTICLE 8 TEACHER OBSERVATION AND EVALUATION

8.1 Formal Monitoring and Observation

All formal monitoring or observation of the work performance of a teacher will be conducted openly with the full knowledge of the teacher.

8.2 Class Visit and Evaluation Reports

Teachers will be given a copy of any class visit or evaluation report prepared by their supervisor(s) at least two days in advance of the conference to discuss it. The teacher may reply in writing to the evaluation report. No such report shall be placed in a teacher's file without a prior conference with the teacher.

8.3 Review of Personnel Files

Teachers will have the right, upon request, to review the contents of their personnel file, except confidential material, and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him during such review. Letters of reference, official transcripts and documents confidential as a matter of law (e.g., FERPA) shall be deemed confidential for purposes of this section.

8.4 Acknowledgement of Derogatory Material

No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher must reply in writing to this material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

8.5 Evaluation of Teachers

Teachers in the bargaining unit will not evaluate other teachers.

8.6 Notice of First Evaluation to Probationary Teachers

First year probationary teachers who are to be observed for the first time for the purpose of evaluation will be given at least 24-hour notice prior to said observation and evaluation.

8.7 Probationary Teacher Observations and Evaluations

Probationary teachers shall be observed and evaluated at least twice a year, once during the first semester and once during the second semester.

8.8 Evaluation of Coaches and Assistant Coaches

The Director of Athletics shall evaluate Coaches and Assistant Coaches at least once per season. A completed copy of the evaluation will be given to the Coach. Each Coach shall receive a conference opportunity with the Director of Athletics to discuss the evaluation. The Coach shall sign the evaluation report to signify that the Coach has had a chance to review the report. The Coach's signature does not indicate agreement or disagreement with the evaluation.

The purpose of the evaluation is to improve coaching performance.

**ARTICLE 9
ACADEMIC FREEDOM**

9.1 Philosophy

The concept of academic freedom shall be fostered in the Wilson Central School District in accordance with the following statement: “It is the policy of the Wilson School District to maintain and encourage (within the Law) full freedom of inquiry, teaching, and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matters which have no relation to his subject. In his role as citizen and faculty member, he has the same freedoms as other citizens. He should be mindful, however, that in his extramural utterance he has an obligation to indicate that he is not an institutional spokesman.”

9.2 Personal Religious or Political Views

The right to academic freedom herein established shall include the right to support or oppose religious or political causes and issues outside of the normal classroom activities. Students shall not be subjected to the teacher’s personal religious or political opinions/activities within the instructional program to the extent such opinions or activities may impinge on the students’ constitutional rights.

9.3 Disclosure of Personal Communications

All personal communications obtained by a teacher in the course of his professional duties and deemed, by said teacher, to be of a confidential nature, need not, except with the consent of said teacher, be disclosed to anyone unless said communication concerns information inimical to the health or welfare of any person, or disclosure is required by law, or a rule or regulation having the force and effect of a law.

**ARTICLE 10
TEACHER RIGHTS, PROTECTION, AND STUDENT DISCIPLINE**

10.1 Teacher Protection

- 10.1.1 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage unless the provisions of the Education Law are followed and a reasonable explanation is given.
- 10.1.2 Teachers will immediately report in writing all cases of assault and/or battery suffered by them in connection with their employment to their Principal or immediate supervisor. This report will be forwarded to the Superintendent and the Association President.

- 10.1.3 When a teacher is sued or any action is taken against a teacher while in the pursuit of his employment by the Board, the Board will underwrite the cost of legal counsel to be selected by the Board and render all necessary assistance.

10.2 Citizenship and Participation in Religious and Political Activities

The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except as limited by §9.2.

10.3 Association Membership/Participation

- 10.3.1 No member shall suffer any professional disadvantage by reason of his membership in the Association or participation in its lawful activities.
- 10.3.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the teachers.

10.4 Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

10.5 Student Discipline

- 10.5.1 The Superintendent recognizes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- 10.5.2 A teacher may refer a pupil from a class to the Principal when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal or his delegate the same day, full particulars of the incident in writing. The Principal or his delegate shall have the discretion of returning the pupil to class but will make every effort to advise the teacher why the student was returned to class.
- 10.5.3 No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in the teacher's personal file unless such matter is promptly reported in writing to the teacher concerned and the teacher may reply in writing.

10.5.4 Time lost by a teacher in connection with any incident in the line of duty mentioned in this Article, shall not be charged against the teacher.

10.5.5 Corporal Punishment

A written statement by the Board governing use of corporal punishment of students shall be publicized by the Superintendent to all teachers in the District's Policy Manual. A teacher may, at all times, use force as is necessary to protect himself, a fellow teacher, or a student from attack, physical abuse, or injury, to restrain or remove a student whose behavior is interfering with the ordinary exercise and performance of District functions, power and duties, if that student has refused to comply with a request to refrain from further disruptive acts.

10.6 Mentor Program/Student Teachers

New teachers may be assigned a mentor pursuant to the Mentor Program.

Student teachers will be assigned to tenured teachers only, and the tenured teacher must give his consent.

10.7 Observations by New Teachers

New teachers will be encouraged to observe more experienced teachers within their tenure area. Such observation will be subject to the approval of the Principal and the teacher being observed.

10.8 Faculty Meetings

10.8.1 Meetings of the entire building faculty will be limited to one (1) per month unless a situation arises which is deemed by the administration to be of importance. When such a situation arises, that meeting will be no longer than 45 minutes and will include only those teachers involved in the situation. Regular monthly meetings normally will be no longer than one (1) hour exclusive of Association business time. Each Elementary Principal is allowed to have their teaching staff start school early or remain late 60 minutes per month (No more than three 20-minute periods per month). In cases where an extra faculty meeting has to be scheduled because of a situation deemed important by the administration, elementary teachers may be required to attend said faculty meeting.

10.8.2 The Association will be allowed up to ten (10) minutes for Association business prior to the beginning or subsequent to the end of each building faculty meeting. The Building Principal shall determine whether the Association time shall be at the beginning or end of the building faculty meeting.

10.8.3 Faculty meetings called by the Superintendent and presided over by the Superintendent shall be in addition to the above.

10.9 Schedule for Association President

The President of the Association shall not be given extra duty assignments. If the President of the Association is an elementary teacher, he/she will meet in consultation with the Principal of the school assigned and mutually develop a schedule acceptable to both parties in order to allow said teacher to carry out his/her duties as President of the Wilson Teachers' Association.

10.10 Meetings Between the Superintendent and Association's Executive Committee

The Superintendent will meet with the Executive Committee of the Association to discuss common concerns and goals upon written request of the Executive Committee at a time mutually convenient to both parties. Such meetings shall not be more than three (3) times per school year.

10.11 Cafeteria Duty (Middle/Senior High School)

Teachers shall not be assigned cafeteria duty.

10.12 Dismissal of Nurse or Occupational Therapist

No employees holding Nurse or Occupational Therapy positions shall be dismissed without just cause. This Section 12 is in lieu of the provisions of Civil Service Law Section 75.

ARTICLE 11 TEACHER PARTICIPATION IN SCHOOL DISTRICT POLICY

11.1 Consultation with Association

11.1.1 The Superintendent may consult with the Association on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration, and the Association may be given opportunity to advise the Superintendent with respect to said matters prior to their adoption and/or general publication.

11.1.2 The Association shall be notified of any planned change requiring the use of technology for record keeping and/or reporting and shall be provided the opportunity to provide input prior to its implementation.

11.2 School Improvement

The District and the Wilson Teachers' Association recognize the importance of working cooperatively toward the development of school improvement plans.

11.3 Board Meeting Agenda Items

The Board may place on the agenda of each regular Board Meeting any matters brought to its consideration by the Association so long as these matters are made known to the Superintendent's office at least five (5) days prior to said regular meeting.

ARTICLE 12 USE OF SCHOOL BUILDINGS

12.1 Association Meetings on School Premises

The Association may use the school premises for the purpose of holding meetings, providing the following pre-conditions are met:

- 12.1.1 That prior written permission be obtained from the Building Principal or Assistant Principal, which written permission will not be unreasonably withheld.
- 12.1.2 That said permission be obtained in the following manner:
 - 12.1.2.1 Written request be made at least 72 hours prior to the meeting.
 - 12.1.2.2 Said request shall contain a statement as to the purpose(s) of the meeting.
 - 12.1.2.3 The selection for the place of the meeting will be left to discretion of the Building Principal.

12.2 Time of Association Meetings on School Premises

The use of said school premises for meetings shall not interfere, interrupt or conflict with the normal operations of the school, nor with student activities and shall be outside the regular working day.

12.3 Costs Associated with Association's Use of School Facilities

Any cost resulting from the use of school facilities shall be borne by the Association.

12.4 Liability for Damage Resulting from Association's Use of School Facilities

The Association shall be fully responsible for any damage to school equipment, furniture, property and/or facilities resulting from the use of the facilities.

12.5 Use of Mailboxes

The Association may use staff mailboxes for the distribution of material to the staff who are members of the Association, providing the following conditions are met:

12.5.1 A copy of the material so distributed shall be first given to the School Principal or his designee.

12.5.2 The material so distributed must include the name and signature of the designated official of the Association responsible for the distribution.

12.6 Violation of Mailbox Provision

Any violation of the above shall entitle the school to immediately cancel the provisions of the Section dealing with "Use of Mailboxes."

12.7 Definition of "Designated Official of the Association"

For the purpose of this Article, a "designated official of the Association" shall be limited to the officers of the Association or the Association Delegates in each building.

12.8 Bulletin Boards

Each school shall provide a bulletin board for the use of the Association. This board shall be placed in the Faculty Lounge (or its equivalent in the respective school) and shall be for the exclusive use of the Association. The Association shall not use any other bulletin board or post material in any other area of the school.

12.9 Violation of Bulletin Board Provision

Any violations of the above shall entitle the schools to immediately cancel the provisions of the Section dealing with "Bulletin Boards."

12.10 Transactions with NYSUT Representatives

Transactions of business with NYSUT field representatives shall be conducted outside the working day or during the teacher's lunch hour. The appointment and meeting place will be cleared through the Building Principal.

ARTICLE 13 TEACHER WORK YEAR

13.1 School Calendar

The School Calendar will consist of 184 student attendance days and two (2) Superintendent's Conference Days. In addition, each teacher will be required to provide four (4) days of staff development each year between July 1 and June 30. No single day of such staff development shall exceed five hours. Teachers will be paid a stipend of \$475 for this staff development activity each year.

Elementary teachers shall be provided with one-half day student free at the close of the first ten weeks and one-half day student free at the close of the second ten weeks. If the requirements to receive full State aid have been met, elementary teachers shall be provided with one-half day student free during the last week of school in June.

The District Staff Development Study Group will have no more than fifteen members, a majority of whom shall be bargaining unit members appointed by the Association President on an annual basis.

13.2 Development of School Calendar

The School calendar for each year shall be developed by a joint administration and Association committee before submission to the Board. It is realized that the proposed Student Calendar is subject to the BOCES calendar.

13.3 Unused Emergency Days

The Board shall have the discretion of granting unused emergency days to extend Memorial Day Recess and to determine the number of days granted.

13.4 Superintendent's Conference Day

A one-day Superintendent's Conference may be scheduled prior to the start of classes in September following Labor Day that may exceed the 186-day limitation.

13.5 Teacher Workday

- 13.5.1 The teacher's workday shall continue to be the current workday in effect at the time of execution of this contract except the Superintendent shall have the right to vary the beginning and ending times without increasing the length of the workday after consultation with the Association.

The teacher's workday shall be:

Elementary - Seven (7) Hours

Secondary - Seven (7) Hours and Twenty (20) Minutes

These times notwithstanding, teachers will remain as long as necessary to perform professional duties, such as, but not limited to, bus duty, detention, or in case of emergencies. If a dispute should arise between a teacher and his Principal or immediate supervisor as to whether it is necessary for the teacher to remain in order to carry out his professional responsibilities, the teacher shall first perform as requested and thereafter his complaint may be referred to the Association and the proper administrator to be settled.

Secondary teachers may leave at 2:45 p.m. on the last day of the week, and on the last day of the week before a scheduled holiday, except those teachers performing extra duty will complete same. Nothing herein shall prevent the District from

assigning secondary teachers to report at 7:43 a.m. for the purpose of providing general supervision including, but not limited to, morning bus duty and parking lot duty. The Building Principal will first solicit volunteers for such duty and, where there are insufficient volunteers, shall make assignments on a rotating basis in the inverse order of seniority. No more than four employees shall be so assigned at any time.

The Association shall provide the secondary school administration, at least one week prior to the activity, with a list of eleven (11) secondary teachers who agree to attend for the duration of the activity, admission free, the functions noted below at no additional cost to the District. The secondary school administration will provide a listing of the approximate activity dates to the Association in September to facilitate teacher attendance at the functions.

- Junior High School National Honor Society
- National Honor Society Induction Ceremony
- Band Awards Night for Students
- Senior Class Night
- Commencement

Paid Chaperones shall be considered additional for the purpose of this Section.

13.5.2 Elementary School Preparation Time - The District will make every effort to provide, within the organizational structure of the District, one planning period per day, minimum of 200 minutes per week for all elementary teachers, including Special Education teachers. Planning time will be within the student day and shall be pro-rated for partial day or partial week services for all full-time and partial day teachers. The elementary school student day (K-6) shall be defined as 9:00 a.m. to 3:30 p.m.

13.5.3 The work day and work year for School Nurses shall be as follows:

The School Nurse work day shall continue to be the current work day in effect at the time of execution of this contract. Upon a vacancy in a nursing position, the District may establish a new work day which shall not exceed 7.5 hours in duration.

The work year for School Nurses shall be the teacher work year as indicated by teacher attendance days on the District calendar. Additional days beyond the regular work year will be compensated at the regular hourly rate. Such additional days will be scheduled with the mutual agreement of the Nurse and the building administrator.

School Nurses shall receive full pay for absences due to abnormally severe weather or other emergency conditions as determined by the Superintendent.

ARTICLE 14
VACANCIES, PROMOTIONS, AND TRANSFERS

14.1 Transfer Requests

The Superintendent recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building or position shall be made in writing, on forms furnished by the Superintendent, one copy of which shall be filed with the Superintendent and one copy to be filed with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Superintendent.

14.2 Mid-Year Vacancies

The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue interruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester, at which time the position will be considered vacant.

14.3 Posting of Vacancies and New Positions

The Superintendent shall notify the Association and post notice of all vacancies or new positions on the Association bulletin boards in each school building for no less than eight (8) days before a position is filled.

14.3.1 Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure heretofore outlined shall be followed:

14.3.1.1 Teachers with specific interests in possible vacancies will notify the Superintendent of their interest in writing during the last regular week of school and shall include a summer address.

14.3.1.2 Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified of the vacancy.

14.3.1.3 The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within eight (8) days of notification.

14.3.2 There will be no unnecessary transfers of teachers. The necessity for transfer shall be determined solely by the Superintendent who shall take into consideration the qualifications of the teachers concerned. The Superintendent

may, at his discretion, also give regard to the seniority of the teachers involved. Teachers will not be involuntarily transferred out of their tenure area.

14.3.3 The Superintendent will meet prior to any transfers with the WTA President. Transfers will take place only for personnel or professional reasons.

14.4 Transfer to Administrative/Executive Positions

Any teacher who shall be transferred to an administrative position or executive position and shall later return to teacher status, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer.

14.5 School Nurse Vacancies

If a vacancy occurs in a School Nurse position, the vacancy shall be posted for no less than eight (8) days on Association bulletin boards in each building. A Nurse with an interest in the vacant position shall notify the Superintendent of interest, in writing, during the posting period.

School Nurses will not be involuntarily transferred except for professional or personnel reasons. School Nurses will not be involuntarily transferred for disciplinary reasons.

ARTICLE 15 ABOLITION OF POSITIONS AND REDUCTION OF TEACHER FORCE

15.1 Seniority

In the event the Board of Education finds it necessary to abolish a teaching position or reduce the teaching force, the services of the probationary or tenured teacher having the least seniority in the system within the tenure area of the position abolished or reduced shall be discontinued.

15.2 Tenure

The services of non-tenure teachers in the tenure area of the position being abolished shall be discontinued before those of any teacher with tenure. Teachers not on tenure shall be separated on the basis of years of service rendered.

15.3 Rehiring Teachers That Lost Their Positions

Probationary or tenured teachers losing positions because of the above:

15.3.1 Shall be given positions for any job openings in their tenure area.

15.3.2 Shall be placed on a preferred eligibility list according to law.

15.3.3 Shall be notified of any and all openings for which they are certified during the statutory period of time.

15.3.4 Shall be rehired, with all benefits accrued, in reverse order of lay-off.

No new appointments shall be made while there are available tenured or probationary employees on the Preferred Eligibility List and who are certified to fill the vacancy which may occur.

15.4 Notification of Intent to Return

Tenured or probationary teachers who are notified they are being rehired off the Preferred Eligibility List shall have ten (10) days to notify the District of the intent to return or not return. Failure to comply with this ten (10) day limit shall disqualify a teacher from consideration. This Article shall not be subject to the arbitration clause of the grievance procedure.

ARTICLE 16 EDUCATIONAL STUDY COUNCIL

16.1 Philosophy and Rationale

16.1.1 No longer is the major objective of education the dissemination of knowledge, but rather knowledge becomes a tool to be used to accomplish the objectives of education, which are to teach the child how to think, how to learn, how to problem solve, how to use knowledge, and how to make decisions. It is the responsibility of the Board and the Association to provide, in a meaningful way, an efficient, effective and accountable program of learning experiences for the youth of the Wilson Central School System. In order to accomplish this, it is necessary to study in a formal, organized context various educational matters in order to achieve in Wilson the objectives of education, and to carry out the real processes of teaching and learning. All parts of the educational program must be continually revised and updated to bring about the most efficient use of educational innovations.

16.1.2 To achieve the stated philosophy, the School District should make use of the knowledge and experience of those professionals upon whom rests the responsibility for implementing the educational program. Hopefully, the Educational Study Council as described below will provide the efficient use of the expertise of all professionals within the system in developing and implementing changes in the educational program and educational policy on a cooperative basis with the Board and the administration. Therefore, the Board and the Association agree to organize and implement an Educational Study Council which shall be advisory in nature except as otherwise specified.

16.2 Province of Educational Study Council

The Educational Study Council shall have within its province professional items such as cited below. By way of illustration and not of limitation, some matters to be considered might be: the basis upon which parent-teacher conferences, professional workshops and in-service programs may be held; curriculum innovations; the use of teacher aides, paraprofessionals, and non-professionally trained personnel to perform clerical tasks and pupil-supervision tasks outside the classroom; teacher evaluation; and application for grants.

16.3 General Provisions

- 16.3.1 The Educational Study Council shall consist of two members selected by the Board and two (2) members of the Association. The Association members shall be elected by the Association for the length of this contract, one (1) of whom shall be from the elementary level and one (1) from the secondary level. To conduct official business, three (3) of the four (4) members must be present and all decisions and recommendations shall be made by at least three (3) votes. The Chairmanship of the Council shall be set up on a rotation basis. The Educational Study Council shall meet as often as necessary but no less than once a month.
- 16.3.2 The Council, or any member thereof, shall have the right and responsibility to consult with any and all specialists necessary to make a decision. Such specialists shall be allowed to present information at a meeting of the Educational Study Council, but shall not have a vote. All other rules, procedures, times of meetings, etc., shall be established by the Council.
- 16.3.3 All requests made of the Educational Study Council by the Board and/or the Association or any members thereof must be considered at the next regularly scheduled meeting of the Educational Study Council provided they are submitted at least five (5) days prior to the date of the meeting. Within five (5) days of their consideration at that meeting, the parties involved shall be notified as to what action will be taken upon their requests. All recommendations of the Educational Study Council shall be submitted to the Board at its next meeting.
- 16.3.4 Any member of the Educational Study Council who does not fulfill his duties may be removed from said committee by a majority vote of the body which appointed him.
- 16.3.5 All Association members who serve on the Educational Study Council shall be paid \$400 each upon completion of the school year. Members elected during the school year will receive the pro-rata balance of the pay of the member being replaced.

16.4 Subcommittees

- 16.4.1 Subcommittees shall be established by the Educational Study Council for the purpose of researching, fact-finding, and reporting to the Educational Study Council on topics assigned to them by the Educational Study Council. Subcommittees shall consist of personnel who are qualified and/or involved in the topic in question. Where appropriate, the subcommittee shall also include members of the supporting professional staff (guidance, reading, curriculum, etc.), representatives of the student body, and representatives of the community.
- 16.4.2 All members of the subcommittees shall be appointed by the Educational Study Council, and, at the Council's discretion, said subcommittees may be created either as a standing or as a temporary committee. The chairman of the subcommittees shall be appointed by the Educational Study Council. Subcommittee membership shall be on a voluntary basis.
- 16.4.3 The subcommittee should consult with any and all authorities available on the topic assigned, and shall consult with all parties of the Board and the Association who express an interest in the topic. All recommendations of the subcommittees shall be reported to the Educational Study Council for consideration. If members of the subcommittee are in agreement, one report shall be given. If members of the subcommittee cannot agree, reports shall be made by both factions of the subcommittee.
- 16.4.4 Any member of a subcommittee who fails to fulfill his duties without a satisfactory explanation shall be removed from his subcommittee by a majority vote of the Educational Study Council.

16.5 Authority of the Educational Study Council

- 16.5.1 The Educational Study Council shall have the final decision in the following areas:
- 16.5.1.1 State, Federal and Other Grants
 - 16.5.1.2 In-service Programs
 - 16.5.1.3 New Teacher Orientation
 - 16.5.1.4 Workshops for Teacher Aides
- 16.5.2
- 16.5.2.1 It is the responsibility of the Board of Education and the professional staff to provide, in a meaningful way, an efficient, effective, and accountable program of learning experiences for the youth of the

Wilson Central School System. Implementation of this objective would be a primary function of the agreed upon Educational Study Council.

16.5.2.2 The Board of Education and the professional staff subscribes to the general proposition that curriculum is the sum of all the content and learning experiences that are provided for students by the school. Curriculum is the content and learning activities that have been selected by the professional staff to develop desirable changes in pupil behavior. Before contemplating innovation or reform, the professional staff must clearly know what it is now doing to implement the school's objectives.

16.5.2.3 The professional staff may begin an intensive curriculum study under the guidance of the Educational Study Council, working through Department Chairmen, Coordinators, Directors, and Teachers. The administration will be responsible for providing the leadership necessary to ensure maximum effort.

ARTICLE 17 PROFESSIONALISM

The Association recognizes that abuses of leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of performance by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the District. The Superintendent or his representative in recognition of the concept of professional correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction and provide counsel and prescriptive activities to accomplish such change. Alleged breaches of professional performance shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of performance by any teacher.

If the teacher so desires, a teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

ARTICLE 18 INSURANCE

18.1 Health Insurance for Current Employees

18.1.1 The Board shall offer individual, family, and two-person health insurance coverage in a group enrollment plan under the "Point of Service" ("POS") plan currently in effect. Any Unit Member who elects to continue or elects to move during an open enrollment period established by the District to participate in the

“Traditional” coverage available through the Orleans-Niagara Consortium will pay the difference in premiums between that plan and the above POS plan.

Employees who elect to move from the said Traditional coverage to the said POS plan in the first open enrollment period following approval of this Agreement by the Board will receive a one-time payment in the form of a contribution to an IRS Section 105(h) plan as follows:

<u>Coverage</u>	<u>Payment</u>
Single	\$250
Two-Person	\$350
Family	\$500

18.1.2 Employees who elect to opt out of the above District Health Insurance Plan will receive an annual payment in two equal shares the first being in the first payroll period after December 31st and the second on the last payroll period of the year as follows: if 15 or more, but less than 25, employees opt out, the payment will be \$2,000 for those with two-person or family coverage and \$1,500 for those with single coverage; and if 25 or more employees opt out, the payment will be \$3,000 for those with two-person or family coverage and \$2,000 for those with single coverage. The foregoing payments will be prorated for less than full-time employees.

18.1.3 A teacher can return to the above District-provided coverage because of the following:

18.1.3.1 Death of Spouse

18.1.3.2 Change of Marital Status

18.1.3.3 Firing or Layoff

Said return must be done during an open enrollment period as prescribed by the District. A teacher may also return to the District’s said coverage because of choice but only after one (1) year.

18.2 Health Insurance at Retirement

Teachers retiring after July 1, 1997 or a surviving spouse, shall be allowed to remain in the District’s health insurance plan(s) applicable to its active negotiating unit members. The retired employee or spouse shall be responsible for 100% of the premium and a 2% administrative fee for such continued coverage.

18.3 Dental Assistance Plan

The District shall provide Dental Assistance Coverage in a Group Enrollment Plan with the carrier of record.

18.3.1 Hirees prior to July 1, 1984, shall pay no premium for single coverage and \$18.00 per year for family coverage.

18.3.2 Hirees after July 1, 1984, shall pay \$35.51 per year for family coverage and \$10.07 per year for single coverage.

18.4 Enrollment

18.4.1 New teachers hired effective September 1 must have their applications into Central Office by September 12, in order to effect coverage as of September 1.

18.4.2 A newly hired employee may apply within thirty (30) days of his hiring date. Enrollment will be on the first due date following 30 days from the date of hire.

18.4.3 A new hire will be entitled to full coverage through June 30 of the school year, and if he remains for the following school year, the Board will also provide coverage for July and August of the ensuing fiscal year the same as provided under §18.5 below.

18.5 Term of Coverage

The Board will make payment of insurance premiums for each employee subscriber to assure insurance coverage for the full twelve-month period commencing July 1 and ending June 30 for all employees who complete their contractual obligations. If an employee terminates his employment for reasons other than illness prior to June, his benefits under this Section shall terminate on the first of the month following.

18.6 Continued Coverage During Absence

In the event that an employee, absent because of illness or injury, has exhausted sick leave accruals, the above-mentioned fringe benefits shall continue through August 31st of the year in which the accruals are exhausted.

18.7 Coverage When District Employs Spouses

If the District employs both husband and wife only one of them will be entitled to health insurance coverage. Employees who are covered under a family health insurance plan or a two-person health insurance plan provided by another employer are not eligible for coverage under the District's group health insurance plan.

18.8 District's Right to Change Plan Administrators

The District will have the right to change "Plan Administrators" and/or provide alternate health insurance coverage as long as the coverage is equivalent to or better than the current coverage.

18.9 Fraudulent Abuse Statement

As a matter of mutual benefit, the Unit and the District agree not to tolerate or condone fraudulent abuses of the health insurance program provided to Unit members.

ARTICLE 19 LONG-TERM SUBSTITUTES

19.1 Association Membership and Health Insurance

A long-term substitute teacher who is hired to replace a permanent teacher on leave shall become a member of the bargaining unit effective on the 90th teacher attendance day in such position and shall receive salary and benefits as follows:

19.1.1 From the ninetieth (90th) day forward, the long-term substitute teacher shall receive Step A of the current teacher salary schedule, dependent upon the substitute teacher's education level; i.e. 30 hours over Bachelor's Degree, Master's Degree, etc., and shall receive all contract benefits effective the 90th day.

19.1.2 HEALTH INSURANCE FOR LONG-TERM SUBSTITUTES

Long-term substitutes who are hired to replace a teacher who will not receive insurance benefits (that is, an unpaid leave of absence) will receive insurance benefits as provided for in Article 18 as if they were a full-time teacher. Long-term substitutes who are hired to replace a teacher still covered by insurance benefits (that is sick leave) will be given the following options:

19.1.2.1 Pay fifty percent (50%) of premiums and buy into insurance coverage or

19.1.2.2 Waive said insurance coverage

*If the teacher on leave, receiving paid insurance benefits, goes on leave without said benefits, said benefits will go to the long-term substitute as if he/she was a full-time teacher.

* At no time will a substitute teacher who replaced a long-term substitute be eligible for insurance benefits as spelled out in this Article.

Any substitute who is hired for 21-89 work days for the same employee shall be hired at 1/200th of Step AB with no benefits. If said employee works ninety (90) work days and beyond, he/she shall become a long-term substitute as described in paragraphs 1 & 2 of this Article with all benefits described in said paragraphs. Said benefits will not be retroactive.

ARTICLE 20
SALARY

20.1 Reading-Language Arts Coordinator

20.1.1 The annual salary for this position shall be based on the teacher's proper step on the Salary Schedule plus \$1,000.

20.2 Coaches' Salary Schedule

20.2.1 Salaries for all positions approved by the Board shall be set forth in Appendices D through F.

20.3 Partial Day Teacher

See §2.1.9, with salary prorated.

20.4 Extracurricular and Additional Assignment Salary -- July 2010 - June 2014

20.4.1 Salaries shall be calculated as a percent of:

\$30,023 in 2010-2014.

20.4.2 Positions:

Yearbook Advisor	15%
Freshman Class Advisor	3%
Sophomore Class Advisor	3%
Junior Class Advisor	4.5%
Senior Class Advisor	7%
Stage Crew Advisor	6%
Make Up Advisor	3%
Musical Director	4.5% (per play)
District Photographer	3%
Photo Club Advisor	3%
National Honor Society Advisor	2%
National Junior Honor Society Advisor	2%
Play Director	5% (per play)
Middle School Student Council Advisor	4%
H.S. Student Council Advisor	4.5%
H.S. Newspaper Advisor	6%
Middle School Newspaper Advisor	3.5%
Ski Club Advisor	1.5%
S.A.D.D. Advisor	2%

Restricted List Coordinator	2%
Math League Advisor	2%
Business Club Advisor	2%
Odyssey of the Mind Advisor	6%
Odyssey of the Mind Coach (Per Team)	2%
Scholastic Bowl Advisor	2%
AM Fitness Center Advisor	3%
PM Fitness Center Advisor	3%
Club Advisor Positions as Approved by Board of Education	2%
Mentor Coordinator	3%
Mentor	2%
Head Ticket Seller	1%

20.4.3 Per Event Stipends

<i>Title</i>	
Ticket Seller	\$47.00
Bus Proctor	\$43.50
Game Chaperone	\$42.00
Chaperone	\$14.65/Hr.
Vocal/Instrumental Music Events (e.g., All-State, All-County, Solo Festivals)	\$50.00
Dance Chaperone	\$16.75/Hr.
Clock Operator/Timer	\$50.00

20.4.4 Teachers who agree to provide approved summer work shall be compensated at the rate of \$33.75 during 2010-2014.

20.4.5 Teachers who agree to provide approved AIS services outside the regular work day shall be compensated at the rate of \$26.00 per hour.

20.5 Salary Schedules 2010-2014

20.5.1 Teachers' Salary Schedule 2010-14 (Appendix D)

20.5.2 Coaches' Salary Schedule 2010-14 (Appendix E)

20.5.3 Nurses' and Occupational Therapist Salary Schedule (Appendix F)

20.6 Retirement Incentive

A teacher who satisfies the conditions of eligibility stated in §20.6.1, below, shall be entitled to health insurance in the “District’s Health Insurance Plan” or compensation based on the teacher retiree’s final three-year average salary minus Step AB of the Teachers’ Bachelor’s Salary Schedule, which shall be contributed on a non-elective basis to the teacher’s 403-b account. Said final average salary will be based on the Teachers’ Salary Schedule only.

Similar non-elective contributions shall be made to the 403-b accounts of eligible (see paragraph 20.6.1, below) Occupational Therapists and School Nurses based on the following:

- (a) The retirement incentive for eligible Occupational Therapists shall be equal to the Occupational Therapist retiree’s final five year average salary minus Step AB of the Teachers’ Bachelor’s Salary schedule and references to the New York State Teachers’ Retirement System shall be changed to New York State and Local Employees Retirement System.
- (b) An eligible School Nurse retiree shall be entitled to health insurance in the District’s Health Insurance plan or compensation based on the following formula:

(# days in teacher work year (187), retiring School Nurse’s regular work day (7 hours), retiring School Nurse’s hourly rate at the time of retirement)

minus

(# days in teacher work year (187), retiring School Nurse’s regular work day (7 hours), step one of the School Nurse salary schedule)

20.6.1 Eligibility

20.6.1.1 For those teachers eligible to retire by June 30 of any given year, the following eligibility requirements shall apply:

20.6.1.2 The teacher must be eligible to retire, without penalty, in the first year of eligibility and receive retirement checks under the regulations of the appropriate Retirement System.

20.6.1.3 Teachers in Tiers II, III, and IV may also retire with penalty between the ages of 55 and 61.

20.6.1.4 The teacher must have a letter of retirement on file with the Superintendent no later than February 1 of the year of retirement. The teacher must state in the letter how the incentive is to be taken.

20.6.1.5 The teacher must retire by June 30 of the year he/she becomes eligible to retire.

20.6.1.6 The teacher must have at least twenty (20) years of service in the Wilson Central School District. Teachers who become eligible in July

and August may choose to retire on June 30 of the previous year or wait until June 30 of the next year.

20.6.1.7 The teacher who is eligible to retire under the regulations of the New York State Teachers' Retirement System, but does not have at least twenty (20) years of service in the Wilson Central School District, will be eligible for the Retirement Incentive in the 20th year of service to the District only.

20.6.2 The Retirement Incentive Program is in lieu of any New York State plan offered to encourage early teacher retirement. However, If a State plan is offered, and the Board of Education adopts such plan, the teacher who is eligible for this incentive must make a choice between the District's incentive or the State's incentive.

20.6.3 For those teachers retiring during the course of a year, and in order to permit the District to budget necessary funds, the incentive benefit becomes effective on July 1 following the year of retirement.

20.7 Flexible Spending Account

The District shall provide and extend to Unit members an opportunity to participate in a fully-funded, District-offered Flexible Benefits Plan (Section 125-IRS). Contributions may be made by the teacher in accordance with Section 125-IRS and management guidelines for participation in the Plan.

20.8 Graduate Hours and Tuition Reimbursement

Approved graduate and in-service hours beyond the Bachelor's Degree shall be compensated as shown in the schedule. In-service shall be calculated and paid on the basis of one (1) hour of credit for each 15 hours of class time.

20.8.1 Each teacher may take a maximum of six (6) hours of graduate study in the fall and spring semesters and up to nine (9) graduate hours in the summer semester subject to the prior approval of the Superintendent under this Section.

20.8.2 Following the submission of a receipted tuition voucher and the filing of an official transcript indicating successful completion of the prior approved course(s), the District will reimburse the teacher as follows:

20.8.2.1 Completed courses up to and including B30 shall be reimbursed at the rate of \$50.00 per graduate hour.

20.8.2.2 Tuition reimbursement shall be calculated and paid at the same rate as the State University College of New York at Buffalo for graduate hours beyond B30.

20.8.3 Approved graduate work reimbursement is limited to tuition costs only and does not include other assessments. Graduate hour(s) reimbursement requires that all planned course work be given prior approval by the Superintendent. The form for prior approval and tuition reimbursement shall be available in the Central Office and in each Building Principal's office.

20.9 Absence/Tardiness Due to Weather

20.9.1 Teachers shall receive full pay for absence or tardiness due to abnormally severe weather or other emergency conditions as determined by the Superintendent.

ARTICLE 21 MISCELLANEOUS PROVISION

21.1 Severability Clause

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

21.2 Work During Time of Bomb Threat or Damage to Building

No teacher shall be required to work in the school building or perform tasks in the school building during a bomb threat, or in the event that the school building has been damaged by fire or a natural disaster, although they may be required by the Superintendent or Principal to work elsewhere to fulfill their professional duties.

21.3 Admission to School Sponsored Activities

All teachers and their spouses shall be admitted free of charge to all school-sponsored activities held within the District. Passes will be issued to each teacher and shall not be transferable.

21.4 Transfer from Tenure to Non-Tenure Position

Any teacher in the District who changes from a tenure to a non-tenure position shall retain benefits as though on tenure, provided there has been no break in service.

21.5 Classroom Interruptions

The administration and professional staff shall at all times attempt to keep classroom interruptions to a minimum.

21.6 Availability of Textbooks and Supplies

The Board and administration will attempt to have all textbooks and supplies delivered no later than eight (8) days before the opening of school in September.

21.7 Teacher Access to Classrooms

The administration will attempt to provide teachers with access to their classrooms prior to the opening of school.

21.8 Changes or Modifications to Agreement

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

21.9 Incorporation of this Agreement

This Agreement shall supersede any rules, regulations, prior Agreements or practices of the Board or Association, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

21.10 Individual Agreements

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

21.11 Cost of Preparation of Agreement

The cost of preparing this Agreement shall be borne equally by the Board and the Association.

21.11.1 All professional staff covered by this Agreement, now employed or hereafter employed, shall receive one copy each. One hundred seventy copies shall be ordered for such distribution by the Central Office.

21.11.2 The Association shall receive distribution of 150 copies.

21.11.3 The Board shall receive distribution of 20 copies.

21.12 Teacher Attendance at School and Student-Sponsored Functions

Teachers are expected to support the total educational program of the School District by actively participating in and attending, on a regular basis, such school and student-sponsored functions as plays, musicals, installations, and PTA or Home-School Association activities.

21.13 Use of Personal Automobiles

Teachers required to use their personal automobiles in the course of their work shall receive a car-travel allowance as per IRS allowance.

21.14 Transfer of Student-Teacher Vouchers

In the case of transferring student-teacher vouchers, the supervising teacher shall designate to whom that voucher is to be given, and the Superintendent shall comply with that designation. In cases where no one is designated, the Superintendent may use his own discretion.

21.15 Teacher Meetings with the NYSUT Field Representative

The NYSUT Field Representative shall be permitted to keep appointments with a teacher(s) during the teacher's(s') lunch period or prior to or at the conclusion of the working day, provided advance notice is furnished the Building Principal. Except in cases of emergency, twenty-four hours advance notice shall be deemed sufficient.

21.16 Provision of Policy Manual to Board President

The Superintendent will send the Wilson Teachers' Association President an updated copy of the Board's Policy Manual and any changes or amendments thereto.

21.17 Association Officers

On or before September 15 of each school year or within thirty (30) days of any change in officers, the Wilson Teachers' Association will notify the Superintendent of Schools at the Business Office of the names of those persons holding the following offices: President, Vice-President, Secretary, and Treasurer.

21.18 Change of Tenure Area

Teachers shall have a maximum of two (2) school days, if they wish, in which to sign forms presented to them by the School District changing their tenure area.

ARTICLE 22
IMPLEMENTATION OF AGREEMENT

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. Section 204(a), Public Employees' Fair Employment Law

This Agreement shall become effective July 1, 2006, and shall continue in effect through June 30, 2010, subject to ratification by the Association and the Board.

In witness thereof, the parties have hereunto set their hands and seals this _____ day of _____ 2008.

WILSON TEACHERS' ASSOCIATION
WILSON, NEW YORK

WILSON CENTRAL SCHOOL DISTRICT

BY: _____
President

BY: _____
Superintendent of Schools

Chief Negotiator

APPENDIX A

WILSON CENTRAL SCHOOL DISTRICT

TEACHER GRIEVANCE FORM

(Original must be forwarded at each step and be signed; copies should be retained at each level for all involved parties.)

Name of Grievant

Grievant's Immediate Supervisor

Date

Location of Grievance

Contract Article/Section/Law/Policies/etc. of Alleged Violation

STAGE I: Immediate Supervisor

STAGE I - A: Informal Stage: (Discuss problem with immediate supervisor; a conscientious effort should be made to solve the problem informally.)

Date of informal discussion held _____

Initials of Grievant _____

Initials of Immediate Supervisor _____

STAGE I - B: Description of Grievance (Use additional sheets if necessary.) Time limit of filing: 20 school days

REDRESS SOUGHT:

Signature of Grievant

Date

STAGE I - B: Decision of immediate supervisor: (Use additional sheets if necessary.
Complete in ten (10) school days.)

Signature of Immediate
Supervisor

Date

ANSWER: () Satisfactory () Unsatisfactory

If the answer is unsatisfactory, please contact Grievance Committee
Chairman. An appeal to the Superintendent must be filed within ten (10)
school days from your receipt of the decision at Stage I-B.

STAGE II: Decision of Superintendent: (Use additional sheets if necessary. Complete
within ten (10) school days from the hearing.)

Signature of Superintendent

Date

ANSWER: () Satisfactory () Unsatisfactory

If the answer is unsatisfactory, please contact Grievance Committee Chairman. An appeal to the Board of Education must be filed within fifteen (15) school days after your receipt of the decision at Stage II.

STAGE III: Decision of Board of Education: (Use additional sheets if necessary. Complete within ten (10) school days from the hearing.)

Signature of Board President
or Representative

Date

ANSWER: () Satisfactory () Unsatisfactory

If the answer is unsatisfactory, please contact Grievance Committee Chairman.

STAGE IV: Arbitration - Written notice to the Superintendent and Clerk of the Board within ten (10) school days of the decision at Stage III.

APPENDIX B

SABBATICAL LEAVE

On recommendation of the Superintendent, the Board may permit members (does not apply to nurses or occupational therapists) to take Sabbatical Leave for the purpose of self-improvement and benefit to the school system through study or research.

A maximum of 1% of the professional staff may be on such leave at anyone time. This number shall be so distributed that from year to year all teaching groups shall have equal opportunity of participation, insofar as possible. This does not mandate that any specific number of the staff shall be on leave during any one year.

Members with a minimum of seven (7) years of consecutive service, or eight (8) years uninterrupted by no more than a one-year leave, may be permitted to choose between a one-semester leave at full salary and benefits or a one-year leave at half salary and benefits.

Applications for Sabbatical Leave during the first semester shall be made in writing to the Superintendent before the preceding September 1st.

Applications for Sabbatical Leave during the second semester shall be made in writing to the Superintendent before the preceding September 1st.

Each applicant shall be notified in writing of the acceptance or rejection of his application by April 1st for a first semester leave or November 1st for a second semester leave.

All applications shall be handled by a Sabbatical Leave Committee. Staff members shall be appointed by the Superintendent and shall be representative of the professional staff. All applications shall be referred to this Committee for preliminary review and consideration. This Committee shall have the duty of making recommendations to the Superintendent concerning all applications for Sabbatical Leave. They shall consider the following factors in making their recommendations in the order listed:

- (a) Potential benefit to the school system
- (b) Professional growth of the applicant
- (c) Other factors deemed important
- (d) Seniority in the school system

Leave will not be granted for the purpose of engaging in gainful occupation or for the purpose of studying for a trade or another profession.

Applicant must hold a Life or Permanent Teaching Certificate. Approval of a Sabbatical Leave by the Board shall be contingent upon securing a qualified substitute to assume the applicant's duties. Sabbatical Leave, once granted, will not be terminated before the date of expiration except as otherwise agreed upon by the Board and Superintendent. Final approval of any requests for Sabbatical Leave rests with the Board.

The following activities shall be considered appropriate for leave. They are listed in order of general preference, although the needs of the school system and of the particular staff

member applying for leave will be considered in each case. All activities for which leave is granted must be planned in consultation with the Superintendent. Any changes in such plans must be approved in advance by the Superintendent.

(a) Formal Graduate Study

A minimum of 20 and a maximum of 30 semester hours of study will be required for a full-year leave and the appropriate fraction thereof for a half-year leave. Content of courses in order of preference shall be:

- 1) Teacher's own field of work in Wilson
- 2) Closely related fields
- 3) Possible change of professional position in Wilson

(b) Independent Research Undertaken in Consultation with the Superintendent

An outline of the proposed project shall be presented in such detail as to indicate the value of the project to the present or future service of the applicant in the profession and specifically to Wilson.

(c) Writing of Doctoral Thesis

(d) Other Reasons

A plan shall be submitted which will state the professional objectives to be sought by such leave and an evaluation of the benefits of such leave to the school system.

An interim report to assure the Superintendent that the leave is being used in a manner consistent with this policy shall be filed with the Superintendent at the midpoint of the leave.

A final report shall be filed with the Superintendent at the completion of the leave and shall contain the following:

- (a) Institution attended
- (b) Courses taken
- (c) Credits received - When formal college credit has been taken and granted during leave, an official transcript shall be filed with the report.
- (d) Experience gained
- (e) Applicant's evaluation of the benefits achieved or acquired while on leave and how these can be applied to improve the school system
- (f) A report on the program to be carried out in the school district following the leave period
- (g) Any other reports that the Superintendent shall deem to be necessary to evaluate the leave

The compensation of the staff member on Sabbatical Leave shall be on the following basis:

- (a) If leave is for one semester, the compensation shall be at the regular rate of salary and benefits.
- (b) If the leave is for two semesters, the compensation shall be one-half the regular salary plus all benefits.
- (c) This compensation shall be made in accordance with the regular provisions for payment of salary and other benefits to members of the professional staff. It is the duty of the member to keep the Business Office informed as to his address while on the Sabbatical Leave.
- (d) A member on such leave shall be entitled to any automatic salary increment or other raise authorized by the Board for the staff.
- (e) Salary compensation to be received by the member shall be less any amount received by the member from grants and fellowships for a half-year sabbatical.

The applicant shall file with the Clerk of the Board a written agreement stating that he will remain in the service of this District for a period of two (2) years after the expiration of the leave granted. Breach of this agreement will be governed by the conditions in the following sections.

Upon expiration of leave, the member shall be restored to his position or to a position of like nature, seniority, status, and pay provided that the member remains eligible for reinstatement under the rules and regulations of the Board.

A member shall not be considered as having fulfilled the leave requirements until the Superintendent has approved the final report, indicated earlier, which must be filed within 30 days after return to duty. In addition, a report of the benefits of the leave as carried out in the District may be requested at the end of the school year after the teacher returns to service. This report, when received by the Superintendent, will be used to inform the Board regarding the leave program.

In the event that the Board finds that the member is not fulfilling the agreement, or after a review of the facts with the member on leave, judges the program to be progressing in an unsatisfactory manner, the entire sum paid by the Board may become due immediately and all future payments shall cease.

In the event the member completes the program satisfactorily but does not return to the District as agreed upon in writing, he shall repay to the Board within two (2) years the entire sum received by him during his leave.

In the event that the member does not remain in the employ of the District for a period of two years immediately following his leave, he shall, within two (2) years, repay the Board an amount proportional to services not rendered. This will not apply in cases where an individual becomes incapacitated and/or cannot work due to health, or in cases wherein the Board waives the rule.

APPENDIX C

AGENCY FEE

Effective July 1, 1988, the Board agrees to deduct from the salaries of members of the bargaining unit who are not members of the Wilson Teachers' Association, exclusive of substitute appointees, the amount equivalent to the dues levied by the Wilson Teachers' Association and to transmit such monies promptly to the Association following the same procedure as applicable under the dues deduction provision of this Agreement.

- (a) The Association shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- (b) The Association shall provide the Superintendent with a list of names of non-members no later than Friday preceding the third payroll.
- (c) The Association shall certify in writing to the Superintendent the agency fee and any revisions thereto thirty (30) days prior to the effective date of such change.
- (d) Agency fee deductions for non-members shall be prospective from the date of execution of this Agreement and shall not apply retroactively.
- (e) The Association shall indemnify, defend, and save harmless the District against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this Article and Section.
- (f) Except when a clerical error has been made in the deduction of agency fees, any questions as to the correctness of the amount deducted shall be settled between the teacher and the Association.

APPENDIX D

TEACHERS' SALARY SCHEDULE 2010-14

STEP	B	B30	B30M	B60	B60M
A	34,636.74	34,840.56	35,655.85	36,471.14	37,640.32
B	35,724.89	35,934.88	36,775.86	37,616.84	38,806.87
C	36,851.08	37,067.27	37,935.06	38,801.83	40,010.88
D	38,016.76	38,240.20	39,134.93	40,029.67	41,251.35
E	39,245.73	39,476.57	40,399.90	41,323.23	42,588.67
F	40,702.40	40,941.76	41,900.25	42,857.71	44,618.04
G	42,485.52	42,735.10	43,734.48	44,734.90	46,091.13
H	43,869.04	44,126.26	45,158.27	46,191.31	47,598.56
I	45,318.45	45,584.49	46,650.76	47,717.03	49,365.35
J	46,847.21	47,123.35	48,225.81	49,328.27	51,295.83
K	48,470.94	48,756.42	49,897.30	51,037.13	53,561.60
L	50,160.18	50,455.13	51,634.90	52,815.72	55,835.41
M	52,252.89	52,559.38	53,788.53	55,018.73	58,700.37
N	54,613.43	54,933.81	56,219.64	57,504.40	62,684.16
O	57,618.63	57,956.38	59,312.87	60,668.27	67,497.76
P	60,839.72	61,196.64	63,865.94	64,060.95	72,131.62
Q	64,948.38	65,330.41	66,858.52	68,386.64	76,731.88
R	72,016.24	72,440.41	74,134.59	75,828.77	82,000.67
S	74,145.52	80,391.15	82,270.26	85,117.05	88,356.77

APPENDIX E

COACHES' SALARY SCHEDULE 2010-14

	<u>1</u>	<u>2</u>	<u>3</u>
Head Varsity Football	4,832.64	5,429.91	6,102.20
Assistant Varsity Football - 2	2,478.15	2,784.88	3,128.65
Head Junior Varsity Football	2,828.86	3,178.42	3,570.80
Assistant Junior Varsity Football - 2	2,178.36	2,446.90	2,749.00
Modified Football	2,178.36	2,446.90	2,749.00
Lacrosse	3,455.06	3,881.01	4,360.20
Varsity Field Hockey	3,455.06	3,881.01	4,360.20
Junior Varsity Field Hockey	2,760.57	3,102.03	3,485.15
Varsity Soccer - 2	3,455.06	3,881.01	4,360.20
Junior Varsity Soccer - 2	2,760.57	3,102.03	3,485.15
Varsity Volleyball	3,455.06	3,881.01	4,360.20
Junior Varsity Volleyball	2,760.57	3,102.03	3,485.15
Modified Volleyball	1,489.67	1,673.71	1,880.89
Cross Country	3,455.06	3,881.01	4,360.20
Modified Cross Country	1,489.67	1,673.71	1,880.89
Golf	2,343.88	2,633.25	2,958.50
Varsity Basketball - 2	4,832.45	5,429.71	6,102.20
Junior Varsity Basketball - 2	3,862.49	4,340.52	4,877.59
Modified Basketball - 4	1,701.49	1,912.15	2,148.27
Varsity Wrestling	4,832.45	5,429.71	6,102.20
Junior Varsity Wrestling	3,862.49	4,340.52	4,877.59
Modified Wrestling - 2	1,701.49	1,912.15	2,148.27
Varsity Cheerleading-F-40%/W-60%	3,312.69	3,722.43	4,183.11
Junior Varsity Cheerleading-F-40%/W-60%	2,649.46	2,977.02	3,346.25
Wrestling Cheerleading	1,988.54	2,232.77	2,509.40
Varsity Baseball/Softball - 2	3,455.06	3,881.01	4,360.20
Junior Varsity Baseball/Softball - 2	2,760.57	3,102.03	3,485.15
Varsity Track - 2	3,455.06	3,881.01	4,360.20
Assistant Track	2,760.57	3,102.03	3,485.15
Modified Track	1,701.49	1,912.15	2,148.27
Tennis	3,455.06	3,881.01	4,360.20

If a coach's season extends beyond a normal length season because of participation in post-season play, that coach shall receive a stipend arrived at by pro-rating their normal season length according to week/day.

Varsity and Junior Varsity Coaches who transfer from one sport to another or within the same sport (e.g. Basketball to Baseball or Assistant Varsity to Varsity) in the next year shall carry with them step placement in the previous sport. That is, a coach at Step 2 of Basketball transferring to Baseball will be placed on Step 3 of the Coaches' Salary Schedule the following year.

APPENDIX F

School Nurses shall be paid on an hourly basis according to the following schedule:

NURSES SALARY SCHEDULE

Step	2010-14
1	19.98
2	20.58
3	21.19
4	21.81
5	22.43
6	23.08
7	23.78
8	24.48
9	25.55
10	26.16
11	26.65

OCCUPATIONAL THERAPIST SALARY SCHEDULE*

2010-14
69,237.69

* Salary for new hires shall be determined by the Board of Education upon the recommendation of the Superintendent of Schools with increases to be negotiated for every year thereafter by the WTA. The current occupational therapist shall receive the benefits set forth in Article 18 Health Insurance as if she is employed full-time, provided that she is appointed and serving at least .80 FTE.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
RECOGNITION	2
ARTICLE 2	
DEFINITIONS	2
2.1 Definitions	2
ARTICLE 3	
NEGOTIATION PROCEDURE	3
3.1 Proposals	3
3.2 Negotiations	4
3.3 Settlement Memorandum	4
ARTICLE 4	
GRIEVANCE PROCEDURE	4
4.1 Purpose	4
4.2 Grievance Form	5
4.3 Definitions	5
4.4 General Procedures for the Grievance Process	6
4.5 Compliance with Time Frames	7
4.6 Grievance Stages	8
ARTICLE 5	
DEDUCTIONS	10
5.1 Payroll Deductions	10
ARTICLE 6	
PERSONAL INJURY BENEFITS	11
6.1 Absence Following Physical Injury in the Course of Employment	11
6.2 Replacement or Repair of Bodily Appurtenances	12
6.3 Replacement for Damage to Personal Property	12
6.4 Reporting Claims	12
ARTICLE 7	
LEAVE PROVISIONS	12
7.1 Sick Leave	12
7.2 Death in the Immediate Family	13
7.3 Funeral, Other Than in the Immediate Family	13
7.4 Illness in the Immediate Family	13
7.5 Personal Business	13
7.6 Educational Meetings	14
7.7 Jury Duty	15
7.8 Unpaid Leaves	15
7.9 Annual Report of Absence and Accumulated Sick Leave	16
7.10 Maternity Leave/Child Rearing	16

TABLE OF CONTENTS

(continued)

	<u>Page</u>
7.11	Return from Leave17
7.12	Leave to Attend Compensation Hearing or Medical Examination.....18
7.13	Workers' Compensation Benefits.....18
7.14	Military Leave18
7.15	Leave to Attend to Lawsuit.....18
7.16	Special Leaves18
7.17	Sabbatical Leave.....19
7.18	Terminal Leave.....19
7.19	Sick Leave Bank.....20
 ARTICLE 8	
TEACHER OBSERVATION AND EVALUATION21	
8.1	Formal Monitoring and Observation21
8.2	Class Visit and Evaluation Reports22
8.3	Review of Personnel Files22
8.4	Acknowledgement of Derogatory Material22
8.5	Evaluation of Teachers22
8.6	Notice of First Evaluation to Probationary Teachers22
8.7	Probationary Teacher Observations and Evaluations22
8.8	Evaluation of Coaches and Assistant Coaches22
 ARTICLE 9	
ACADEMIC FREEDOM23	
9.1	Philosophy23
9.2	Personal Religious or Political Views23
9.3	Disclosure of Personal Communications.....23
 ARTICLE 10	
TEACHER RIGHTS, PROTECTION, AND STUDENT DISCIPLINE23	
10.1	Teacher Protection23
10.2	Citizenship and Participation in Religious and Political Activities.....24
10.3	Association Membership/Participation.....24
10.4	Non-Discrimination24
10.5	Student Discipline.....24
10.6	Mentor Program/Student Teachers25
10.7	Observations by New Teachers25
10.8	Faculty Meetings25
10.9	Schedule for Association President26
10.10	Meetings Between the Superintendent and Association's Executive Committee26
10.11	Cafeteria Duty (Middle/Senior High School).....26
10.12	Dismissal of Nurse or Occupational Therapist.....26

TABLE OF CONTENTS

(continued)

	<u>Page</u>
ARTICLE 11	
TEACHER PARTICIPATION IN SCHOOL DISTRICT POLICY	26
11.1 Consultation with Association	26
11.2 School Improvement.....	26
11.3 Board Meeting Agenda Items	27
ARTICLE 12	
USE OF SCHOOL BUILDINGS	27
12.1 Association Meetings on School Premises	27
12.2 Time of Association Meetings on School Premises	27
12.3 Costs Associated with Association’s Use of School Facilities.....	27
12.4 Liability for Damage Resulting from Association’s Use of School Facilities	27
12.5 Use of Mailboxes	27
12.6 Violation of Mailbox Provision	28
12.7 Definition of “Designated Official of the Association”	28
12.8 Bulletin Boards	28
12.9 Violation of Bulletin Board Provision	28
12.10 Transactions with NYSUT Representatives	28
ARTICLE 13	
TEACHER WORK YEAR	28
13.1 School Calendar	28
13.2 Development of School Calendar	29
13.3 Unused Emergency Days.....	29
13.4 Superintendent’s Conference Day	29
13.5 Teacher Workday.....	29
ARTICLE 14	
VACANCIES, PROMOTIONS, AND TRANSFERS	31
14.1 Transfer Requests	31
14.2 Mid-Year Vacancies	31
14.3 Posting of Vacancies and New Positions.....	31
14.4 Transfer to Administrative/Executive Positions.....	32
14.5 School Nurse Vacancies	32
ARTICLE 15	
ABOLITION OF POSITIONS AND REDUCTION OF TEACHER FORCE	32
15.1 Seniority.....	32
15.2 Tenure	32
15.3 Rehiring Teachers that Lost Their Positions	32
15.4 Notification of Intent to Return	33

TABLE OF CONTENTS

(continued)

	<u>Page</u>
ARTICLE 16	
EDUCATIONAL STUDY COUNCIL.....	33
16.1 Philosophy and Rationale	33
16.2 Province of Educational Study Council.....	34
16.3 General Provisions.....	34
16.4 Subcommittees.....	35
16.5 Authority of the Educational Study Council	35
ARTICLE 17	
PROFESSIONALISM	36
ARTICLE 18	
INSURANCE.....	36
18.1 Health Insurance for Current Employees	36
18.2 Health Insurance at Retirement	37
18.3 Dental Assistance Plan	37
18.4 Enrollment	38
18.5 Term of Coverage.....	38
18.6 Continued Coverage During Absence	38
18.7 Coverage When District Employs Spouses	38
18.8 District’s Right to Change Plan Administrators	38
18.9 Fraudulent Abuse Statement.....	39
ARTICLE 19	
LONG-TERM SUBSTITUTES.....	39
19.1 Association Membership and Health Insurance	39
ARTICLE 20	
SALARY	40
20.1 Reading-Language Arts Coordinator.....	40
20.2 Coaches’ Salary Schedule.....	40
20.3 Partial Day Teacher	40
20.4 Extracurricular and Additional Assignment Salary.....	40
20.5 Salary Schedules 2010-2014.....	41
20.6 Retirement Incentive.....	41
20.7 Flexible Spending Account.....	43
20.8 Graduate Hours and Tuition Reimbursement	43
20.9 Absence/Tardiness Due to Weather.....	44
ARTICLE 21	
MISCELLANEOUS PROVISION.....	44
21.1 Severability Clause	44
21.2 Work During Time of Bomb Threat or Damage to Building	44
21.3 Admission to School Sponsored Activities	44
21.4 Transfer from Tenure to Non-Tenure Position	44

TABLE OF CONTENTS

(continued)

	<u>Page</u>
21.5 Classroom Interruptions.....	44
21.6 Availability of Textbooks and Supplies	44
21.7 Teacher Access to Classrooms	45
21.8 Changes or Modifications to Agreement.....	45
21.9 Incorporation of this Agreement	45
21.10 Individual Agreements.....	45
21.11 Cost of Preparation of Agreement	45
21.12 Teacher Attendance at School and Student-Sponsored Functions	46
21.13 Use of Personal Automobiles	46
21.14 Transfer of Student-Teacher Vouchers.....	46
21.15 Teacher Meetings with the NYSUT Field Representative	46
21.16 Provision of Policy Manual to Board President	46
21.17 Association Officers	46
21.18 Change of Tenure Area.....	46
ARTICLE 22	
IMPLEMENTATION OF AGREEMENT	47
APPENDIX A.....	48
APPENDIX B.....	51
APPENDIX C.....	54
APPENDIX D.....	55
APPENDIX E.....	56
APPENDIX F.....	58