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**AGREEMENT BETWEEN**

**TOWN OF WEBB UFSD**

**And**

**TOWN OF WEBB  
TEACHERS' ASSOCIATION**

**July 1, 2013 – June 30, 2014**

## TABLE OF CONTENTS

ARTICLE 1	AGREEMENT.....	1
ARTICLE 2	PHILOSOPHY.....	1
ARTICLE 3	RECOGNITION.....	1
ARTICLE 4	PRINCIPLES.....	1
ARTICLE 5	AREAS FOR DISCUSSION AND AGREEMENT.....	2
ARTICLE 6	NEGOTIATION PROCEDURE.....	2
ARTICLE 7	GRIEVANCE PROCEDURE.....	3
ARTICLE 8	LEAVE OF ABSENCE, MILITARY LEAVE AND JURY DUTY.....	5
ARTICLE 9	SICK LEAVE AND SICK LEAVE BANK.....	6
ARTICLE 10	HEALTH INSURANCE.....	8
ARTICLE 11	PERSONAL LEAVE.....	9
ARTICLE 12	MEDICAL EXAMINATIONS.....	10
ARTICLE 13	TEACHER LOAD AND DUTY HOURS.....	10
ARTICLE 14	CONFERENCE POLICY – VISITING DAYS.....	12
ARTICLE 15	SABBATICAL LEAVE.....	13
ARTICLE 16	PAYOUT OF ACCUMULATED SICK LEAVE AT RETIREMENT.....	15
ARTICLE 17	SALARY.....	15
ARTICLE 18	COURSES AND WORKSHOPS RECOGNIZED BY THE BOARD OF EDUCATION FOR CREDIT.....	17
ARTICLE 19	MISCELLANEOUS PROVISIONS.....	18
ARTICLE 20	TEACHER ASSISTANTS.....	21
SCHEDULE A	EXTRA-DUTY PAY SCHEDULE GRADE ADVISOR PAY SCHEDULE.....	24
SCHEDULE B	INSTRUCTIONAL STAFF PAY SCHEDULE – 2013–2014.....	27
APPENDIX A	DISTANCE LEARNING AGREEMENT.....	28

## RECOGNITION AGREEMENT

### TOWN OF WEBB UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION and TOWN OF WEBB TEACHERS' ASSOCIATION

Pursuant to Article 14 of the State Civil Service Law, the Public Employees' Fair Employment Act, also termed the TAYLOR LAW, the Board of Education of the Town of Webb Union Free School District Schools hereby adopts the following Agreement covering recognition of the Town of Webb Teachers' Association as a bargaining agent and the methods by which negotiations shall take place with said organization with respect to hours, wages, terms, and conditions of employment and School policy.

#### ARTICLE 1 AGREEMENT

The Town of Webb Union Free School District (the "District") through affirmative action of its Board of Education (the "Board") in concert with the Town of Webb Teachers' Association (the "Association"), mutually agree that the term of this Agreement shall be from July 1, 2013, to June 30, 2014.

#### ARTICLE 2 PHILOSOPHY

The Board of Education and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Town of Webb Union Free School District Schools the highest level of educational opportunities obtainable. The Board recognizes that Teaching is a profession and that members of the Teaching profession are particularly qualified to assist in formulating policies and programs designed to improve the educational system. 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 its professional staff.

#### ARTICLE 3 RECOGNITION

The Board of Education of the Town of Webb Union Free School District Schools, having determined that the Town of Webb Teachers' Association is supported by a majority of the teachers in the unit consisting of all classroom teachers, librarian, guidance counselor, and teaching assistant, hereby recognizes the Town of Webb Teachers' Association as the exclusive negotiating agent for the teachers in such unit.

#### ARTICLE 4 PRINCIPLES

1. Professional Teaching Personnel. It is recognized that members of the professional staff require specialized qualifications and that the success of the education program in the Town of Webb Union Free School District Schools depends on them.

2. Right to Join or Not Join. It is further recognized that teachers have the right to join, or not to join, the Association; but membership shall not be a prerequisite for employment or continuation of employment of any employee.
3. Rights of Minorities and Individuals. The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way abridged by the agreement.

#### ARTICLE 5 AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to hours, wages, terms and conditions of employment. The Board and Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Town of Webb Union Free School District Public School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities. The Board will discuss school policies with the Association when so desired by the Association.

#### ARTICLE 6 NEGOTIATION PROCEDURE

1. Negotiating Teams. The designated representative(s) of the Board, with the Superintendent serving as an advisor, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
2. Dates. No later than February 1st of the year in which the contract expires, the parties will enter into good faith negotiations over a successor agreement covering the following school year. Issues proposed for discussion shall be submitted in writing by the Association to the Board's delegated representatives at the first meeting. The Board shall submit in writing to the Teachers' Association all new issues, upon which the Board wishes to negotiate, no later than the start of the second meeting.

After this initial exchange of issues by both parties, no new issues may be introduced by either party during that year's negotiating sessions unless both parties agree to do so. If an agreement is not concluded by May 1, impasse procedures will be followed.

3. Procedures. Designated representative(s) of the Board, with the Superintendent as an advisor, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals 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. Following the initial meeting as described in paragraph 2 above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed two (2) hours, and shall be held at a time other than a regular school day.

4. Representatives. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, counter-proposals, and reach compromises in the course of negotiations.
5. Exchange of Information. Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
6. Reaching Agreement. When consensus is reached covering areas under discussion, the proposed agreement shall be reduced to writing by the Superintendent as a memorandum of understanding. The written agreement will then be submitted to the Association by its negotiation team and to the Board by its negotiation team. The written agreement will become official when approved by a majority of the Association membership and by a majority of the Board.
7. Committee Reports. The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiation meetings shall not be released. When the Association and the Board have ratified the agreement, the President of the Association and the Superintendent shall meet and jointly release the contents of the agreement.
8. Communication. The Executive Committee of the Association and the Superintendent will continue to develop lines of communication within the school district by meeting monthly, September 1 through June 30, to discuss matters of mutual concern to both parties.

## ARTICLE 7 GRIEVANCE PROCEDURE

It is the policy of the District and the Association that all grievances be resolved informally, or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

1. Definition.
  - a. A "grievance" is any alleged violation of this agreement, or any dispute with respect to its meaning or application.
  - b. A "teacher" is any person in the unit covered by this agreement.
  - c. An "aggrieved party" is the employee or group of employees, or the Association, who submit a grievance or on whose behalf it is submitted by the Association.

- d. A day shall be a school day (Monday through Friday when school is in session) except where otherwise specified in this Agreement.

2. Submission of Grievance.

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and in so doing shall give notice that a "grievance" is being raised.
- b. Each grievance shall be submitted in writing on a form approved by the District and the Association, and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party.
- c. A grievance shall be deemed waived, unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d. All timelines shall be binding on both parties unless waived by mutual consent in writing.
- e. A failure by the District to respond by the time limit at any step shall constitute a rejection of the grievance at that step.
- f. A failure by the Association to appeal a grievance by the time limit at any step shall constitute rejection by the Association of the decision at the previous step.

3. Grievance Procedure.

- a. Superintendent.

The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance, and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than 14 school days after it is received by him/her.

- b. Board.

If the aggrieved party is not satisfied with the decision of the Superintendent, an appeal may be filed in writing with the Board within ten (10) days after receiving the Superintendent's decision.

The Board, or a committee thereof, shall hold a hearing within twenty (20) days of receipt of the written appeal, with the aggrieved party and his/her representative. Special Board meetings shall not ordinarily be held for the sole purpose of hearing a grievance or grievances.

Within ten (10) days after conclusion of the hearing, the Board's written decision shall be transmitted to the aggrieved party.

Notwithstanding anything set forth above, the Board or a committee thereof shall not be required to meet more than ten (10) day intervals to process multiple simultaneous grievances.

4. Arbitration.

- a. In the event the Association is not satisfied with the response of the Board, it may, within thirty (30) days after receiving that statement, refer the grievance to arbitration by requesting that the American Arbitration Association provide lists of arbitrators. A copy of such request shall be forwarded to the Superintendent.
- b. Upon receipt of the list of arbitrators, a designee of the Superintendent and the Association shall submit names acceptable from the list, until one is ultimately mutually designated as the arbitrator.
- c. The arbitrator shall render his/her decision within thirty (30) calendar days of the date the hearing record is closed. The arbitrator's decision will be in writing, and will set forth his/her findings, reasoning's, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law, or which is violation of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
- d. The cost for the services of the arbitrator will be borne equally by the District and the Association.
- e. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

**ARTICLE 8  
LEAVE OF ABSENCE, MILITARY LEAVE AND JURY DUTY**

1. General Provisions. Unpaid leaves of absence will be considered on an individual basis as the situation arises. The Board shall make the final decision as to whether or not such requests will be granted. The teacher will not move a step on the schedule unless he or she has taught at least one semester if the leave commences or ends during a school year. At the teacher's written request, health insurance coverage shall continue in effect with the teacher bearing the cost of the full premium. The teacher shall confirm his or her return and the date of return three (3) months before the end of a leave of one semester or longer, or by April 1 for return the following September. Return from any leave shall occur at an educationally convenient time, (i.e., semester break). The returning teacher will be assigned to the same or similar position.

2. Child Rearing Leave. Upon the recommendation of the Superintendent, the Board of Education may grant child-rearing leave, without pay, beginning at the end of a pregnancy disability, or the adoption of an infant, and extending up to one year. This leave may be granted to any teacher who has submitted a written request. The termination date of this leave may be changed by mutual agreement of the district and the teacher. The commencement and termination of the leave shall be planned to be least disruptive to the instructional program as possible.
3. Military Leave. Same regulation as New York State Military Leave Law.
4. Jury Duty. A teacher called for jury duty will receive full pay for the length of time involved. Any jury duty pay, less mileage and parking fees, will be turned over to the District for those days the unit member has received payment from the District. If the employee is dismissed before noon on jury duty or other judicial assignment, s/he is to report to work for the remainder of his/her normal work day whenever possible. When an individual is notified of jury duty, s/he will inform his/her supervisor indicating, if possible, the extent of the terms of the jury.

**ARTICLE 9  
SICK LEAVE AND SICK LEAVE BANK**

1. Each employee is granted twelve (12) days of sick leave annually. When a bargaining unit member's FTE (full time equivalent) is increased or decreased; their sick and personal leave shall be adjusted accordingly. For example, a .3 FTE bargaining unit member who has accumulated 20 sick days and who has his/her position increased to .6 FTE will be credited with 10 sick days.
2. The sick leave may be accumulated to a maximum of 210 days.

**EXAMPLE:**

Example using someone with 100 days accumulated, they use 2 sick days per year and accumulate the other 10. Person now goes from FTE to .6 part-time for 1 year, .8 part time for 1 year, and then finishes career at .5 FTE.

Freeze current days at FTE but limit future days to total of 210.

100 FTE days already in existence are frozen. Now part time days have max of 110.

New bucket 60% for one year = 10 days

New bucket 80% for 1 year = 10 days

New bucket 50% until maxed at 210 part time days, this will take 9 years (210-100-10-10)/10

This person is done accumulating sick days and has 4 different buckets, each with a different FTE associated with them and days accumulated in each bucket.

3. Each call reporting illness must be prior to 7:00 a.m. on the day of absence, in order to provide an opportunity to call a substitute.
4. The teacher should call the appropriate office prior to 4:00 p.m. if he or she will not be on duty the following day. The administrator will assume that an absent teacher who does

not call the school by 4:00 p.m. will return to work the following day; no substitute will be employed.

5. If illness is of longer duration than three (3) days, the employee should indicate the approximate date of return.
6. The Superintendent may require a statement from the school physician or the teacher's physician concerning an illness lasting longer than three (3) consecutive school days or when the District has cause to believe that sick leave is being abused and has given prior notice to the teacher that such suspected cause exists. This request will be made during the teacher's absence.
7. Non-compliance with any of the above may result in loss of employee's pay during the period for which the school district pays the substitute.
8. Each teacher shall be allowed to use a maximum of ten (10) days per year of earned sick leave for sickness in the immediate family. Use of more than ten (10) sick days per year may be granted at the discretion of the Superintendent of Schools. "Immediate family" shall mean a:

Spouse	Grandfather	Sister/Brother
Child/step child	Grandmother	Sister-in-law
Father/step father	Father-in-law	Brother-in-law,
Mother/step mother	Mother-in-law	step sister/step brother

or relative or person living with, or financially dependent upon, the teacher.

9. Sick Leave Bank Policy.
  - a. On the first day of school, one sick leave day shall be deducted from each Town of Webb Union Free School District teacher's accumulation or allotment of sick leave days, and these days shall be used to establish a Sick Leave Bank.
    1. A maximum accumulation of 200 days will be carried in the Bank.
    2. The School District shall appropriate an amount (in addition to regular substitutes) to cover the anticipated expenditure.
  - b. The Bank shall be available to any teacher after he/she has exhausted his/her personal accumulation of sick leave days.
    1. The Bank shall be governed by a Committee made up as follows: Two (2) members of the teacher bargaining unit appointed by the Association President; two (2) Board of Education members; and the Superintendent of Schools, who has no vote and acts as advisor to the Committee.
  - c. All requests for the use of the Bank shall be submitted to the abovementioned Committee.

- d. All teachers will come under the Bank after the first day of work.
- e. A physician's certificate or statement must be presented showing the estimated length of disability.
- f. The judgment of the Committee shall be allowed to remain flexible enough to cover unusual circumstances, number of days of sick leave bank time allowed, etc.
- g. The Bank (once accepted by a majority), will be non-voluntary.
- h. All teachers will cooperate actively with the administration to discourage the improper use of sick leave.

**ARTICLE 10  
HEALTH INSURANCE**

The School District shall pay towards the cost of the premiums for the Health Insurance Plan in which the School District participates (comprising Blue Cross, Blue Shield and Major Medical coverage, or the Herkimer County BOCES Health Insurance Plan) without regard to the type of coverage selected by an individual teacher, as detailed below. Example: whether individual coverage alone or coverage for the individual teacher and his dependent or dependents.

- 1. Full time active employees shall pay 15% of premium costs associated with individual and family health insurance except for two person plans where active employees shall pay 14%. Should the two person plan option for coverage become available from the Herkimer County BOCES Health Insurance Plan, this will be subject to negotiations. The drug card co-pay shall be \$2.50 (generic) and \$5.00 (name brand). Part time employees hired after July 1, 2007 at .5 FTE or greater shall pay a pro-rated premium cost. Those part-time employees who are hired for less than .5 FTE shall receive no health insurance benefits at a cost to the District, however the employee shall have the option to purchase health insurance through the District plan at no cost to the District. If a bargaining unit member has their FTE reduced by the District, there shall be no change in benefits or cost-sharing by the employee. Bargaining unit members who retire on or after July 1, 2006, shall pay 30% of the premium costs for health insurance.
- 2. To be eligible to receive health insurance in retirement, an employee must have a minimum of ten (10) years service in the District, and be eligible to retire under the definitions of the New York State Teachers Retirement System. Those employees hired prior to July 1, 2007, shall not be subject to this restriction.
- 3. Any teacher whose position is abolished or excessed, and who is within five (5) years of retirement eligibility, or who has twenty-five (25) years or more service with the District, shall be eligible to receive the same health insurance benefits that they would receive if they retired.

Example: A person who always worked 50% would pay 50% of the premium and 15% of the 50% remaining premium while the Board would pay 85% of the remaining 50% of the premium.

If premium = \$10,000

Active person: 50% of \$10,000 = \$5,000  
15% of \$5000 = \$750  
total = \$5,750  
Board: 85% of \$5,000 = \$4,250

Upon retirement, the person would pay 50% of the premium and 30% of the remaining 50% of the premium while the Board would pay 70% of the remaining 50% of the premium.

If premium = \$10,000

Active person: 50% of \$10,000 = \$5,000  
30% of \$5000 = \$1,500  
total = \$6,500  
Board: 70% of \$5,000 = \$3,500

Any teacher whose position is abolished or excessed, will be entitled to health insurance in retirement based on their highest FTE while working.

4. An IRS §125 plan has been established for healthcare premium contributions. This plan shall also include dependent care and unreimbursed medical expense options.

## ARTICLE 11 PERSONAL LEAVE

1. Each teacher in the employment of the District on the opening day of the school year should be allowed personal leave without loss of salary for three (3) working days (at their scheduled FTE) in the school year, for personal reasons. Less than full-time positions shall be prorated. If these days are not used, they shall accumulate as "sick leave."
  - a. Any teacher wishing to use regular personal leave days must obtain approval three (3) days in advance, except in the case of emergency, from the Superintendent of Schools, or his/her designated representative, whose decision shall be guided by the orderly administration of the school system. In the case of emergency, where advance notice is not possible, the Superintendent, or his/her designee, may request a written statement from the teacher explaining why three (3) days advance notice was not possible.
  - b. Reasons for taking personal days shall be required on days immediately before or after vacations and holidays. Requests for vacation use must be requested pursuant to Article 11 (1) (a). The Superintendent shall have sole discretion whether to grant or deny use of personal days to extend a vacation. Within the

limit of four teachers absent on personal leave on any given day, business requests take priority over requests for recreational use.

- c. A record for each teacher showing the days of regular personal leave used, shall be kept in the District Office. Any teacher may inspect his or her personal leave record at any time during the ordinary school day.
  - d. Personal leave will not be granted and may not be used for use on conference days included in the approved school calendar or for which a thirty day notice has been given, with the exception that the Superintendent has the sole authority to grant such a day in extreme emergency situations.
2. In the event of death in the immediate family of a teacher, the teacher shall be allowed bereavement leave without loss of salary for a maximum of five (5) working days in any such event, and such bereavement leave shall not be charged against the regular sick leave of the teacher. "Immediate family" shall mean a:

Spouse	Grandfather	Sister/brother
Child/step child	Grandmother	Sister-in-law
Father/step father	Father-in-law	Brother-in-law
Mother/step mother	Mother-in-law	Step sister/step brother

or relative, or person living with, or financially dependent upon, the teacher.

3. In the event of the required appearance in Court of a teacher related to a school case, the teacher shall be allowed Court leave without loss of salary and such Court leave shall not be charged against the regular sick leave of the teacher. If court appearance is required in a non-school matter the leave will be limited to three (3) days per year with appropriate documentation supplied to the school.

## **ARTICLE 12 MEDICAL EXAMINATIONS**

Each employee may have a biannual health and physical examination by the School Physician, or his/her own physician. The District will provide the authorization forms.

If the School Physician conducts the examination, the Board shall bear the cost of the examination. If this examination is conducted by other than the School Physician, a fee of five dollars (\$5.00) shall be paid by the Board of Education. Any amount over this will be paid by the employee.

## **ARTICLE 13 TEACHER LOAD AND DUTY HOURS**

1. It is desirable that all teachers will have six (6) contact periods (classes and study hall) and a duty assignment. In no instance shall contact periods exceed six and one-half (6.5) per day. Any teacher with six (6) preps will not be given a duty or study hall if there is enough staff to cover.

Elementary pupil load shall not exceed a desirable size, with the realization that optimum size changes with age of group (grade level), class character, and with continuing educational research. If a teacher believes this desirability is not being maintained, he/she may contact the Superintendent to request a meeting of the liaison committee for discussion of the matter.

2. Continuous duty periods (40 minutes) should not exceed five. When duty periods exceed five, a period of thirty (30) minutes must be freed from assigned duties, and if practicable, this shall be scheduled during the lunch break. (This will be renegotiated if the school changes to a block schedule.)
3. All full-time and regular part-time at .6 FTE or greater teachers are to have a lunch period free from student supervision. Each full-time teacher is to be in their room at the prescribed time and at the beginning of the afternoon session, and shall remain until the close of the school day. Regular part-time teachers will be in their rooms during prescribed times. Any variation from his or her regularly assigned location shall be presented in request form to the superintendent a day in advance, or in his absence, in notification form to his office staff.

A full time teacher may leave earlier than the stated time upon receiving permission from the superintendent, but shall be subject to the following leave deductions:

Arriving after 7:45 a.m. but before 9:26 am = ¼ day of personal or sick leave  
Arriving after 9:29 a.m. but before 11:35 a.m. = ½ day of personal or sick leave  
Leaving after 11:35 a.m. = ½ a day of personal or sick leave  
Leaving after 1:34 p.m. = ¼ day of personal or sick leave.

A regular part-time teacher may leave earlier than the stated time upon receiving permission from the Superintendent a day in advance. Quarter, half, and full in-kind leave times will be determined based on schedule and shall be subject to leave deductions as appropriate to their schedule.

4. The length of the work year for bargaining unit members shall be 182 days.

The days in excess of 180 days shall be for the purpose of staff development and training.

Days used for professional (staff) development shall be scheduled between September 1 and June 30. However, should Labor Day fall between September 1 and September 4 in any given year, the District may schedule one (1) professional development day to take place the Thursday prior to Labor Day. Any days scheduled outside the September 1 to June 30 period must be approved by the PDP Team.

Teachers that are asked to present lessons on staff development days will not get paid for planning those lessons but they are free to decline the invitation with no repercussions unless the training request is stipulated in writing as a condition for approving travel and conference fees.

Part time teachers will work their normal part time hours during a Superintendents conference days unless additional hours are approved for pay by the Superintendent.

A part time teacher's percent of pay and planning periods are determined as follows:

- Percent of pay – the number of contact periods in a six (6) day cycle are divided by 39.
- Planning Periods – Planning periods are determined by multiplying the teachers % of pay by 15 and rounding to the nearest .5 or whole number.

Any teacher teaching 30 classes in a six (6) day cycle is considered full time for pay and benefits.

Any teacher having 36 contacts in a six (6) day cycle is considered full time for pay and benefits.

Part-time teachers will count lunch periods as planning periods.

#### **ARTICLE 14 CONFERENCE POLICY – VISITING DAYS**

The District realizes the benefits to the teacher, students, and community gained through an active participation in activities related to a teaching position. Attendance at conferences shall be governed by the following:

1. A conference is defined as a meeting or seminar which requires participants to stay at least one night. Workshops and other events listed in Paragraph 7 of the Article and governed by that paragraph are defined as lasting one day or less.
2. All instructional personnel in the Town of Webb Union Free School District Schools are eligible and urged to attend conferences. The Board of Education suggests a minimum of one (1) conference every five (5) years.
3. Application for attending a conference must be submitted to the Superintendent not later than thirty (30) calendar days prior to the conference. In an emergency, this can be waived.
4. Permission to attend a conference will be granted by the Board of Education dependent upon:
  - a. The value to the children of the School District.
  - b. The professional value to the individual and his department.
  - c. Available funding in the current budget.
5. A written summary of the conference must be presented to the Superintendent and the Board of Education before reimbursement will be made to the teacher.
6. CONFERENCE ALLOWANCE. Teachers shall be reimbursed for the cost of attending any approved conference or visitation up to a maximum of \$350.00. Any cost beyond such allowance will be the responsibility of the individual.

7. The Board of Education realizes the benefits to the teachers, students, and community gained through an active participation in activities relating to a teaching position. Visiting days, study councils, professional training sessions, in-service training, conferences, and conventions are recognized by released time according to current budget regulations.

Teachers asked to present on staff development days will not get paid for planning those lessons but they are free to decline the invitation with no repercussions unless the training request is stipulated in writing as a condition for approving travel and conference fees.

Part-time employees will get paid for extra hours required to attend a conference if the conference was recommended by the administration but not paid if the teacher requested the conference.

8. **ASSOCIATION BUSINESS LEAVE.** The faculty shall have the privilege of requesting up to five, one-half days (or 2-1/2 days) during the school year for professional use. Each request shall be made by the President of the Association to the Superintendent at least one week in advance of the requested time.

#### **ARTICLE 15 SABBATICAL LEAVE**

1. All professional personnel with seven (7) years of service in the Town of Webb Union Free School District Schools and certification in the field of instruction are eligible for this leave.
2. The leave may be for one (1) school year, or one semester, or one summer (Sec. #13), agreed upon in advance. In the event the sabbatical is granted for one semester, it is recommended that it be taken in the fall term. However, a leave may be granted during the second semester subject to the procurement of a satisfactory teacher to replace the person on leave.
3. A maximum of one professional staff member may be granted a sabbatical leave during any one school year, or an equivalent number of professional staff members in any one summer. (Committee decision)
4. The application for a sabbatical leave including a comprehensive proposal outlining the plans of the petitioner for the period of absence must be submitted to the Superintendent no later than February 1 of the school year preceding the school year of leave.
5. A selection committee making the recommendations for approval will consist of the Superintendent, the President of the Town of Webb Union Free School District Schools Teachers Association, and the Vice-President of the Board of Education.
6. Leave will be granted dependent upon:
  - a. The value to the children of the School District.

- b. The professional value to the individual.
- 7. The individual will receive full pay for the half-school year (50% of the year's salary), or one-half annual pay for the full school year based on the salary in effect.

It shall be paid to the teacher on leave in accordance with the regular pay schedule. In the case of individuals who use their sabbatical leave during the summer months, they must select the full year, or half-year option, and be paid in accordance with their selection. Once the option selection is made, it must remain in effect for the duration of the sabbatical leave. One summer of ten (10) weeks will be paid the equivalent of one-fourth (1/4) the annual pay for the half-year plan and one-eighth (1/8) the annual pay for the full-year plan.

- 8. The individual on leave will retain seniority, retirement, and all other rights afforded by the School District. Any additional benefits granted to regular employees will automatically apply to teachers on sabbatical leave.
- 9. Professional personnel on sabbatical leave shall sign a written agreement to return to the Town of Webb Union Free School District School system for a period of two (2) years following the expiration of the leave. The entire compensation paid to the individual on sabbatical leave will be returned to the School District in the event of the employee's failure to return to the Town of Webb Union Free School District School system for a period of two (2) years following the expiration of the leave. The employee must furnish a suitable indemnity bond, at his own expense, which will guarantee full return of the compensation paid in the event of the failure of the employee to return and render two (2) years' service unless such failure to render service is the result of the death, or physical or mental disability of the employee, or unless directed not to return by the Board of Education. The guarantee mentioned above may be waived or a substitution requested by the Board of Education.
- 10. Individuals granted a sabbatical leave will not be eligible for a second one for another seven (7) years following the granting of the first.
- 11. All college credits earned during the leave will be applied to salary increases in accordance with the regulation as set forth in the Town of Webb Union Free School District Schools District Salary Schedule.
- 12. Every effort will be made to return the individual to the assignment he or she held prior to the leave.
- 13. If it is impossible to employ a suitable substitute for the employee who is granted a sabbatical leave, the Board of Education may require the sabbatical leave be taken for an equal time during the summer months.
- 14. A progress report must be submitted within one month of the completion of the summer program, or at the end of each semester of leave.

**ARTICLE 16  
PAYOUT OF ACCUMULATED SICK LEAVE**

Payout of accumulated sick leave at retirement will be as follows:

1. To be eligible for this benefit, an employee must have a minimum of ten (10) consecutive years' service in the Town of Webb Union Free School District Schools and be eligible to retire under definitions of the New York State Teachers' Retirement System.
2. The bargaining unit member must submit a letter to the Board of Education, stating their intent to retire at least five (5) months prior to the bargaining unit member's retirement date.
3. Bargaining unit members who retire pursuant to this Article will receive payment for 1.0 FTE day of unused sick leave days pursuant to the following conditions:

The first 100 days of accumulated leave shall be paid at the rate of \$60 per day  
Days 101-150 shall be paid at the rate of \$45 per day  
Days 151-200 shall be paid at the rate of \$35 per day

Payment will be made within thirty (30) days after they have retired from the District.

4. Bargaining unit members who are exceeded with 22 years or more of service in the District at a minimum of five (5) months/years of service will receive \$50 per day for accumulated unused sick days. While time worked does not have to be consecutive, substitute time doesn't count.

**ARTICLE 17  
SALARY**

1. Bargaining unit members will be paid in bi-weekly installments from September through June, as per the 12-month schedule established by the District.
2. PAY SCHEDULE FOR SUMMER SCHOOL.
  - a. Primary and intermediate teachers receive \$30 per hour per instruction period.
  - b. Grade 7-12 teachers receive \$30 per hour per instruction period.
  - c. Driver Education teachers receive \$30 per hour per instruction period.
  - d. Tutoring pay is thirty-five dollars (\$35.00) per clock hour. Tutoring payment will include summer regents, summer review class, administering summer tests, and correcting summer tests.
3. EXTRA-DUTY PAY SCHEDULE.
  - a. Teachers assigned homeroom duties, secondary and elementary, shall receive a stipend of \$125 per year for such duties. All other extra-duty activities shall be paid in accordance with Schedule "A".

- b. The parties shall create an "Extra Duty Advisory Committee" made up of one administrator, one member of the Board of Education and two teachers. Such committee shall make recommendations to the Board of Education regarding the proper stipend for existing extra duty assignments and on the addition of new titles to the list contained in schedule "A" of the Agreement. In no case shall a position have its stipend adjusted without approval of the Association. Additionally, no extra duty position shall be considered without the activity or club having functioned for a period of two years prior to application for a stipend. Upon approval, the position shall receive retroactive compensation for the second year only. A teacher serving in any non-compensated extra duty position may withdraw from such service at his/her discretion at the end of a school year or season.

Job descriptions for each of the advisors and extra duty tasks will be developed to support pay rates for each task. Minutes will be taken at each meeting.

- c. If the District requests a teacher to cover classes for another teacher, due to absence or lack of a substitute, the District agrees to a stipend of one (1) period of "in kind" for each period covered. The covering teacher must be using plan time and cannot be combining classes in order to provide coverage. "In kind" credits earned prior to the semester break shall be used in the current school year in which they were earned. A teacher has an option to use "in kind" credit earned after the semester break in the first semester of the following school year. Additionally, "in kind" credit will be subject to the following:

- As soon as possible, within one week of a new semester, the District will notify individual teachers of "in kind" time accumulated that must be used in the new semester before it is lost at the end of that semester;
- There is no relationship between "in kind" time and "personal" time under Article 11 of the contract regardless of what any additional language may say;
- "In kind" time is accumulated and usable on a period by period basis; and
- Teachers should obtain approval of the planned use of "in kind" time by the close of business the day prior to the requested leave.

A full day will require nine (9) periods of "in-kind" credit. A half day will require the number of contact periods scheduled of "in-kind" credit (no lunch credit required). An "in-kind" period could be taken in the middle of the day.

While there are no limits on partial days taken using "in-kind" periods there is a limit of one full day every two months.

4. The 2012-2013 base payroll and unit members were used to project the movement of the staff on the salary schedules. The 2012-2013 salary schedules shall be used for the 2013-2014 school year with no additional money added to the schedule. However, bargaining unit members shall advance one step on the salary schedule. Unit members who are on the last step of the schedule in his/her respective column or on a holding step for the 2013-2014 school year (do not receive any increase) shall receive a one-time, one

thousand dollar (\$1,000) stipend paid in equal installments over the 2013-2014 school year. Said stipend payment shall not be added to the base salary.

The District shall pay the cost of tuition for any courses beyond the 60 hour maximum if the Board of Education approves the course, prior to enrollment. Each course taken beyond the 60 hour maximum shall be subject to approval by the Board of Education if tuition reimbursement is desired.

See attached salary schedules.

5. **CHAPERONING.**

Teacher chaperones will be paid \$40.00 for concerts; \$40.00 for two hour dances; \$60.00 for three hour dances; and \$40.00 for one athletic game; and \$60 for two athletic games. A volunteer list shall be established each school year. If a sufficient number of teacher volunteers are not available, the District may assign teachers from the original list to chaperone an event. Teachers shall have the first right of refusal for all chaperoning events as per established practice.

Basketball chaperones will use the following schedule:

Ticket taker/chaperone starts at 5:30 p.m. and leaves at 8:30 p.m.

Chaperone 1 starts at 5:45 p.m. and leaves at 8:45 p.m.

Chaperone 2 starts at 6:00 p.m. and leaves at 9:00 p.m.

Chaperone 2 will be paid in quarter hours until spectators have left the premises.

**ARTICLE 18  
COURSES AND WORKSHOPS RECOGNIZED BY THE BOARD OF EDUCATION  
FOR CREDIT**

1. **RECOGNITION.** Recognition of any credits will be made by application of the teacher to a Credit Committee, composed of two (2) Board Members, two (2) Faculty Members, and one (1) Administrator. The Committee will make the recommendations to the Board.
2. **FACULTY GUIDELINES.** The Faculty wishes to present the following guidelines for recognition of additional credit hours toward salary enrichment by the Board of Education:
  - a. **GRADUATE COURSES.** The acceptance of any course offered by an accredited institution of higher learning recognized by the State Department of Education, which relate to the subject matter taught by the applying teacher or approved by the Board. (This includes all full semester on-campus courses and accredited correspondence courses.)

**EXCEPTION.** Courses which duplicate other courses already taken; courses whose content partially duplicate other courses already taken are not eligible for recognition. A teacher applying for such a course would be required to justify the course before the Credit Committee.

- b. RECOMMENDATION COURSES. Human relations, guidance counseling, the teaching of special children--disabled, gifted, etc.--should be accepted with approval of Committee.
- c. WORKSHOPS IN-SERVICE CREDIT. A teacher taking an approved workshop outside the work day may request credit to be applied for permanent salary credit. The District will allow fifteen (15) hours of "seat time" to equate to one (1) credit hour. If the District pays for the workshop, no credit shall be granted.

OPTION. A teacher not desiring in-service credit will have workshop expenses paid by the Board of Education.

#### ARTICLE 19 MISCELLANEOUS PROVISIONS

- 1. VACATIONS. All professional employees follow the vacations outlined each year on the school calendar.
- 2. Town of Webb Teachers' Association will have the right to use the school buildings at reasonable times for meeting, with the approval of the Superintendent.
- 3. It is the duty and responsibility of all teachers to supervise, control, and guide the actions of pupils. It is important that the teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems. Teachers should recognize that, while they participate in the formation of School policy under the leadership of the School administration, it is the duty of the Administrator to recommend and the prerogative of the School Board, to determine final policy.
- 4. The Board of Education, the Administration, and the Teachers of the Town of Webb Union Free School District Schools must constantly strive to maintain and improve the professional worth of each individual teacher, thus enhancing the educational climate for the student body, professional staff, administration, and the community. To this end, the Board of Education makes binding all articles as stated in the "Teacher Handbook". As the Board of Education recognizes that it has complete and final control of educational affairs at the local level, the Board of Education will review, and revise the Teachers' Handbook Annually. Future items contained in the Teachers Handbook shall not change or add to the terms and conditions of employment for the bargaining unit members unless reached through mutual agreement by the Town of Webb Teachers' Association and the School District.
- 5. The private, personal life of a teacher is not within the proper concern of the Board of Education, except as it may interfere with the teacher's responsibility as stated in this contract. Teachers are entitled to full rights of citizenship, including religious and political activities or the lack thereof.
- 6. This Agreement shall constitute the full and complete commitment between both parties. It 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.

7. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board of Education.
8. Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to, and consistent with, the terms and conditions of this Agreement and any individual agreement. 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 parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
9. If any provision of this Agreement or any application of the Agreement 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.
10. Copies of the Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution or employment, if that occurs later.
11. The School policies not included in this Agreement but applicable to this unit of representation as outlined in Article 3 of this Agreement will continue to be in effect.
12. Any provision of this Agreement, or of the Statement of School Policy found binding under this Agreement, can be reviewed, studied, and changed when found mutually acceptable by the Board and the Association.
13. There will be no reprisal of any kind taken against any teacher by reason of this membership in the Town of Webb Teachers' Association or participating in its activities. There will be no strike, threat of strike, work stoppage, or other illegal activity as a result of the conduct of the Town of Webb Teachers' Association or any of its members. Nor will there be any sanction, threat of sanction, or resort to public pressure by either party, until all statutory procedures have been exhausted, when conducting negotiations under this contract.
14. A bargaining unit member who is required or approved for travel by the District may use the District vehicle if they choose. If the bargaining unit member chooses to use their personal vehicle for approved travel, the unit member shall be reimbursed by the District at the rate set by the Internal Revenue Service. If more than one bargaining unit member is approved for travel to the same location, the District may require the use of the District vehicle. Any member(s) who opt to travel in their own vehicle, will receive a percentage of the IRS rate, based on the number of bargaining unit members who are approved for travel.

15. **LIAISON COMMITTEE.** A Committee composed of six (6) members of the Teachers' Association, two (2) Board members, and one (1) Administrator shall meet on the 2nd Tuesday of the months of October, December, February, April, and June to foster helpful relations between School Management and Staff, and to mutually seek solutions to problems that may affect the School System.

Additional meetings may be held upon the request of the Committee members. The chairmanship of each meeting shall be rotated among Committee members.

Negotiations shall not be conducted by this Committee, but it shall be used as a vehicle to promote understanding and communication between the parties.

Any member may submit items for the agenda, and the School Superintendent will be responsible for having the agenda published in sufficient numbers before each meeting.

16. **NOTIFICATION OF VACANCIES AND ASSIGNMENTS.** Teachers will be notified of tentative assignments for the upcoming school year by June 1.

Teachers whose positions are to be abolished or whose contracts will not be renewed will be notified in accordance with the law prior to the Board of Education meeting where such action will be taken.

17. The District agrees to pay up to sixty dollars (\$60.00) per school year to bargaining unit members required to wear safety shoes, upon submission of a receipt for their purchase of safety shoes.

18. The District will deduct from the salaries of those unit members participating in the NYSUT Benefit Trust an amount authorized by said unit member on the Benefit Trust forms. The deductions will commence on the third pay period of the school year, and will continue for twenty (20) consecutive periods in a school year. The authorization may be withdrawn, in writing, by the unit member at any time. Unit members may enter the Trust for the first time or add a new benefit during the months of September and January only. New employees may enter within 30 days of their employment. The monies deducted will be forwarded by the District to the NYSUT Benefit trust in the form of one check, at least monthly. The District shall be saved harmless for any litigation or proceeding brought forth as a result of its deductions or any provisions of the Trust or the administration of the Trust.

19. The Superintendent of Schools will give a copy of the proposed calendar to the President of the Association prior to adoption, and the President may provide feedback in writing to the Superintendent and Board of Education.

20. The District will maintain a single personnel file, to be maintained in the District Office. Employees have the right to review and make copies of any items contained in the file, however, the original file may not be removed from the District Office. The employee also has the right to be made aware of any new item to be placed in the personnel file, and must sign the document to verify that they have seen it. The employee also has the right to respond to any new material that will be placed in the file, and a written rebuttal

will be included with the original material and a copy of said rebuttal will be provided to the Superintendent.

21. The District will remit 403(b) contributions to vendors authorized to receive contributions as stipulated by the District's Third Party Remitter (Currently "Omni Group").
22. Full-time teachers are to be in the building at 7:45 a.m. Elementary teachers should be in their classrooms by 7:52 a.m. and Secondary teachers are to be in their classrooms by 7:45 a.m. Full-time teachers may leave the building after the 3:00 p.m. busses have left the school.
23. The School District will deduct money from the teachers' salary and pay the bill for dental and eye benefits for the teachers, should the teachers approve of such a plan, if there is no District cost, action or involvement beyond this.
24. Part-time employees are expected to attend principal meetings only if they are scheduled to work until 3 p.m.
25. After appropriate training, each teacher will have an up-to-date website with:
  - a. List of courses
  - b. Topical outline (not curriculum)
  - c. Grading policy (homework, tests, etc.)
  - d. Homework assignments

Teachers will post up-to-date information to their individual web pages or provide notes to a designated person (assigned by the district) to update the website. Teachers will receive no additional time or compensation for this.

26. The parties have agreed to an Annual Professional Performance Review (APPR) in compliance with the New York Education Law Section 3012-c and the final regulations of the Commissioner of Education as required by Chapter 103 of the Laws of 2010, and subsequent amendments. All unit members subject to evaluation under Section 3012-c shall be evaluated in accordance with the negotiated procedures pursuant to Section 3012-c and Article 14 of the New York State Civil Service Law, which are memorialized in a separate document and are not incorporated into this Agreement.

Additionally, unit members who are not subject to Education Law Section 3012-c may have an unofficial observation off year, but any documentation will only be comments on the end of year APPR.

## **ARTICLE 20 TEACHER ASSISTANTS**

1. Teacher Assistants shall be afforded all rights and benefits of the negotiated agreement by the Town of Webb Teachers' Association and the Town of Webb Union Free School District, with the exception of Articles 13, Teacher Load and Duty Hours (sections 1-3); Article 15, Sabbatical Leave; Article 17 Salary (sections 2, 3, and 4).

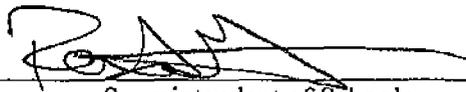
2. Starting salary for Teacher Assistants shall be one-half of the appropriate step on the teachers pay scale based on experience and preparation.
3. The Teacher Assistants' workday will be eight (8) hours in duration and will include a 30-minute lunch period free from student supervision and two (2), ten (10) minute breaks, one morning and one afternoon free from student supervision if it can be coordinated with the teacher to insure students are covered.

**TOWN OF WEBB UFSD**  
Old Forge, New York 13420

This Agreement shall be in effect from July 1, 2013 to June 30, 2014.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed by their duly authorized representatives.

TOWN OF WEBB UNION FREE SCHOOL DISTRICT

By:   
Superintendent of Schools  
Chief Executive Officer

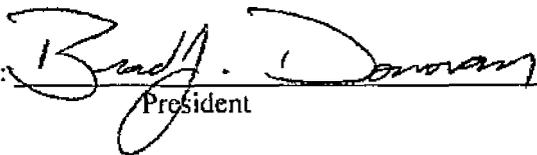
Approved and ratified by Resolution  
Adopted at a meeting of the Board of  
Education on May 22, 2013

ATTEST:

  
President, Board of Education

  
School District Clerk

TOWN OF WEBB TEACHERS' ASSOCIATION

By:   
President

Approved and ratified by Resolution  
Adopted at a meeting of the Town of  
Webb Teachers' Association on  
June 18, 2013

ATTEST:

  
Secretary

**ATTACHMENTS**

Schedule A: Extra-Duty Pay Schedule

Schedule B: 2013-2014 Salary Schedule

Appendix A: Distance Learning Agreement

**Schedule A: Extra-Duty Pay Schedule  
Grade Advisor Pay Schedule**

ACTIVITY	2013/2014		
	1st/2nd	3rd/4th	Top
Art Club	\$330	\$540	\$550
Audio-visual Club	\$769	\$879	\$989
Basketball Timer	\$60	each night	
Candystripers	\$989	\$1,099	\$1,209
Central Treasurer	\$989	\$1,099	\$1,009
Drama Club	\$550	\$659	\$769
Drama Production	\$1,099	\$1,319	\$1,689
Key Club	\$1,224	\$1,432	\$1,796
National Honor Society	\$330	\$440	\$550
Science Club	\$550	\$659	\$769
Stage Band	\$1,759	\$1,977	\$2,197
Student Council	\$1,759	\$1,977	\$2,197
Student Council Social Committee	\$550	\$659	\$569
Travel Club - French	\$550	\$659	\$769
Travel Club Spanish	\$550	\$659	\$769
Varsity Club	\$550	\$659	\$769
Yearbook	\$1,759	\$1,977	\$2,197
Field/court Supervisor	\$60.01	Each night	

Sports - Girls	2013/2014		
	1st/2nd	3rd/4th	Top
Varsity Soccer	\$2,857	\$3,296	\$3,736
JV Soccer	\$2,417	\$2,857	\$3,296
Modified Soccer	\$1,759	\$2,197	\$2,637
Varsity Basketball	\$3,956	\$4,395	\$4,835
JV Basketball	\$2,637	\$3,076	\$3,516
Jr. High Basketball	\$1,539	\$1,759	\$1,977
Modified Basketball	\$1,539	\$1,759	\$1,977
Varsity Softball	\$2,197	\$2,637	\$3,076
Modified Softball	\$1,759	\$1,977	\$2,197
Varsity Track	\$2,197	\$2,637	\$3,076
Varsity Cheerleading	\$1,539	\$1,759	\$1,977

JV Cheerleading	\$1,011	\$1,187	\$1,319
Varsity Volleyball	\$3,956	\$4,395	\$4,835
JV Volleyball	\$2,637	\$3,076	\$3,516
Modified Volleyball	\$1,539	\$1,759	\$1,977
Post Season Play	\$110	extra week or part	

2013/2014

Sports Boys	1st/2nd	3rd/4th	Top
Varsity Soccer	\$2,857	\$3,296	\$3,736
JV Soccer	\$2,417	\$2,857	\$3,296
Modified Soccer	\$1,759	\$2,197	\$2,637
Varsity Basketball	\$3,956	\$4,395	\$4,835
JV Basketball	\$2,637	\$3,076	\$3,516
Junior High Basketball	\$1,539	\$1,759	\$1,977
Modified Basketball	\$1,539	\$1,759	\$1,977
Varsity Baseball	\$2,197	\$2,637	\$3,076
Modified Baseball	\$1,759	\$1,977	\$2,197
Varsity Track	\$2,197	\$2,637	\$3,076
Post Season Play	\$110	extra week or part	

2013/2014

Sports - COED	1st/2nd	3rd/4th	Top
Varsity Cross Country Running	\$1,977	\$2,197	\$2,637
Varsity Skiing	\$3,956	\$4,395	\$4,835
Varsity Golf	\$1,977	\$2,197	\$2,637
Modified Cross Country	\$1,759	\$1,977	\$2,197

Advisor 2013-2014

7th Grade Advisor	\$163
8th Grade Advisor	\$211
9th Grade Advisor	\$341
10th Grade Advisor	\$495
11th Grade Advisor	\$341

A coach who simultaneously coaches two (2) sports during a single season will be compensated at the rate of 1.5 times the Varsity level coaching stipend for that sport.

Post season stipend: If an athletic team qualifies for post-season play, a stipend per week shall be paid to the coach(es). Should the post-season play be volitional, then no stipend shall be awarded, unless the team then qualifies for post-season play. Once post-season play becomes required, the stipend shall be awarded.

Experience increases for coaches shall be awarded based on years of service for the Town of Webb Union Free School District Schools in coaching regardless of the level or sport.

All positions on Schedule A are to be posted yearly and approved by the Board of Education. Appointments to Schedule A positions are for one year only.

Increase depends on the number of years the individual has been coaching in the district (regardless of sport or level).

It is agreed between the parties that increases to Schedule A be applied using the same total percentage increase applied to Schedule B.

**SCHEDULE B  
INSTRUCTIONAL STAFF PAY SCHEDULE 2013-2014**

STEP	BA/HIRE	B+30	B+36	B+42	B+48	B+54	B+60
1	40149	41406	42159	42912	43665	44417	45170
2	41752	43062	43845	44628	45411	46194	46977
3	43356	44719	45532	46345	47158	47971	48784
4	44960	46375	47218	48061	48904	49748	50591
5	46563	48031	48904	49778	50651	51524	52398
6	48167	49687	50591	51494	52398	53301	54204
7	49770	51344	52277	53211	54144	55078	56011
8	51374	53000	53963	54927	55891	56854	57818
9	52977	54656	55650	56644	57637	58631	59625
10	54581	56312	57336	58360	59384	60408	61432
11	56184	57969	59023	60077	61131	62184	63238
12	57788	59625	60709	61793	62877	63961	65045
13	59391	61281	62395	63509	64624	65738	66852
14	60995	62937	64082	65226	66370	67515	68659
15	62599	64594	65768	66942	68117	69291	70466
16		66250	67454	68659	69863	71068	72273
17		67906	69141	70375	71610	72845	74079
20		73251	74200	75525	76850	78175	79500
25		81532	82632	84107	85583	87058	88534

Each newly employed teacher shall be placed on the salary schedule consistent with his/her experience and preparation.

# APPENDIX A - DISTANCE LEARNING AGREEMENT

## DISTANCE LEARNING AGREEMENT BETWEEN THE TOWN OF WEBB SCHOOL DISTRICT AND TOWN OF WEBB TEACHERS ASSOCIATION

It is agreed that the Town of Webb School District ("District") and the Town of Webb Teachers Association ("Association") may participate in distance learning programs under the following conditions.

### Article 1 – Purpose

The purpose of utilizing distance learning is to provide expanded and enhanced educational opportunities to the students attending the District through the use of interactive television and related technologies. Distance Learning involves a live classroom teacher providing simultaneous instruction to students located in other locations throughout the service area. It is understood that the potential for this medium of instruction is not fully realized, however, it is recognized that the means of delivery and program quality can have a positive impact on both the breadth and depth of current offerings. Distance learning is viewed as a means to improve and expand student learning opportunities. It is not intended to supplant traditional classroom instruction. The District and the Association ("The parties") acknowledge that making Distance Learning an integral part of the educational opportunities provided to students is a worthwhile goal of the school program.

### Article 2 – Employment Conditions

1. **Voluntary Participation.** The teaching of a class or classes through distance learning shall be voluntary. Teachers who volunteer are committed to complete the course, and must undergo training in use of Distance Learning equipment and methods before teaching a Distance Learning class. Assignment of volunteers is at the sole discretion of the District.
2. **Reduction in Force of Teachers.** No regularly appointed part-time, probationary or tenured teacher shall be subject to a reduction in force in his/her appointed tenure area, in whole or in part, as a result of the district sending or receiving courses in that tenure area through distance learning program situation, and that it has no application to a normal reduction in force situation involving the District's need to cut positions as a result of economic or mission necessities.
3. **Waiver of Rights.** The parties acknowledge and confirm that participation in any distance learning service shall not constitute a waiver of any Association right, that may exist, to the exclusivity of bargaining unit work.
4. **Seniority Rights of Participating Teachers.** Participating teachers shall not accrue seniority rights in any other district or BOCES providing the distance learning program.

5. **Assistance.** The District acknowledges teachers who are teaching a distance learning course may need additional support in order to copy and/or arrange for instructional materials to be provided to the distance learning students in a timely manner. Upon request to the Principal, he or she will arrange the appropriate assistance to ensure the materials are provided to the distance learning students. If a teacher needs other assistance, he or she should speak with the Principal about the need first, and the Principal will see what he or she can do about providing the assistance.

### **Article 3 – Town of Webb as the Transmitting School District**

1. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be primarily for the purposes of student review, makeup, or in-service training amongst the participants of the Distance Learning program. Prior to the use of a videotape of a live transmission for a purpose other than student review or makeup, the transmitting teacher's consent must be obtained. If the transmitting teacher does not want to give consent, he or she will explain his or her reasons to the Superintendent and to give the District the opportunity to address the concern(s) so that the tape may be used.
2. The time of the transmission will be determined by the transmitting school district, within the normal confines (starting and ending time) of the daily schedule of classes. The calendar of the transmitting district shall be used for each course being taught.
3. Transmitting districts will inform receiving districts of the maximum number of students for a course, including those at receiving sites. The number of students shall not exceed that which is a traditional class size in the transmitting district for teachers in the general course grade level being offered.
4. In the event the projected student enrollments in a Distance learning course exceeds the stated maximum number of students reported by Town of Webb, the transmitting teacher will be informed in writing and that teacher has five (5) business days from notification either to accept or reject the additional students.
5. All grading of school work and tests shall be done in the transmitting school district by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the transmitting school district. Transmitting teachers will submit student progress reports as required in the transmitting district.
6. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to transmitting school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as transmitting school parents, and the transmitting school district teachers will not be expected to, or required to, attend the receiving school's Open House). The teacher and

the receiving district may make mutually acceptable arrangements for attendance at such functions beyond the limits as described above.

7. In the event of the transmitting teacher's absence, the transmitting school district shall be expected to provide a trained substitute when it elects to transmit.
8. Evaluation of the transmitting teacher will be done in accordance with the District's policy and practice concerning evaluations. Any complaint with respect to the transmitting teacher's performance originating in a receiving district will be made known to the transmitting teacher in a timely manner. The Distance Learning equipment will not be used without the teacher's consent to monitor his or her teaching performance.
9. Any audio-visual tapes of the classes are the property of the transmitting district and the receiving districts.
10. Textbooks for Distance Learning courses are determined by the transmitting district after consultation with the receiving districts, the Distance Learning Program provider and the transmitting teachers.

#### **Article 4 – Town of Webb as the Receiving School District**

The District may or may not assign a unit member to supervise a distance learning class. For purposes of teacher work load, the assignment shall be treated as any other supervisory assignment. The unit member will be expected to operate cameras or other equipment and be a liaison with the transmitting teacher. Only unit members who have received the appropriate training to operate the equipment may be assigned to such supervision.

#### **Article 5 – Technical and Support Services**

The operational responsibilities of teachers participating in the distance learning program shall be minimal and appropriate training provided. In particular, teachers will receive training necessary to correct minor technical problems. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast.

#### **Article 6 – Parent/Teacher/Community Relationships**

Distance learning sites should be open to parents and visitors from the public and other school personnel on an appointment basis, in accordance with the district's policy.

#### **Article 7 – Retention of Rights For Participants**

1. It is the intention of the parties that all of the rights, powers, prerogatives and authority that the district had possessed prior to the signing of this agreement are retained.
2. It is the intention of the parties that all of the rights, powers and authority that the association had possessed prior to the signing of this agreement are retained and nothing contained within this agreement shall be construed as a waiver of any rights the association had previously.

3. Any claimed violation, misinterpretation, or misapplication of this agreement shall be processed through the negotiated grievance procedure of the grievant's collective bargaining agreement in effect in the district at the time of the dispute.

**Article 8 – Duration**

1. This agreement shall continue in full force and effect from the date of its approval through June 30, 2014, at which time the terms of the agreement shall continue in full force and effect until the parties hereto enter into a successor agreement.
2. This instrument constitutes the sole agreement of the parties with respect to distance learning.
3. The Agreement shall not be modified, waived or discharged or terminated orally, and the provisions contained herein may only be modified by means of a written and signed amendment.
4. If any provision of this Agreement is held to be invalid, the remainder of the document shall not be affected thereby.

IN WITNESSETH WHEREOF, we have caused this Agreement to be executed this 6<sup>th</sup> day of August, 2013.



For the District



For the Union