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**AGREEMENT**

**BETWEEN**

**WHITESVILLE TEACHERS' ASSOCIATION**

**AND THE**

**WHITESVILLE CENTRAL SCHOOL DISTRICT**

**DATED: JULY 1, 2015 - JUNE 30, 2018**

29 covered  
employees

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## **AGREEMENT**

between

### **WHITESVILLE TEACHERS' ASSOCIATION**

and the

### **WHITESVILLE CENTRAL SCHOOL SUPERINTENDENT**

#### **PREAMBLE**

This Agreement entered into the date of ratification, by and between Whitesville Central School Superintendent, hereinafter called the Superintendent and Whitesville Teachers' Association, hereinafter called the Association.

#### **WITNESSETH**

**WHEREAS**, the Superintendent has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act,) to negotiate with the Association as the representative of the Whitesville Central School teaching personnel with respect to hours, wages, terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### **ARTICLE I - RECOGNITION**

The Superintendent, having determined that the Association is supported by the majority of teachers in a unit composed of all professional, certified personnel, teacher assistants, and including permanent substitutes who are contracted to work more than sixty (60) consecutive work days, hereby recognizes the Association as having the exclusive right to negotiate for terms and conditions of employment, and the administration of Grievances arising thereunder for such unit. This unit will exclude the Superintendent and full-time subordinate administrators. Such recognition shall extend for the maximum period permissible under law.

The Superintendent agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement unless another organization is certified by PERB.

## **ARTICLE II - NEGOTIATING PROCEDURE**

Neither party in any negotiation 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 members of the Association and the members of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## **ARTICLE III - GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to disputes which arise concerning the administration of this Contract.

### **B. Definitions**

1. A Grievance is a claim by an employee or the Association that there has been a violation of an express term of this Agreement or a violation of a written Board Policy affecting terms and conditions of employment. A written Grievance shall be formulated by a member of the unit or of the Association and shall express the provision of this Agreement or Board Policy which has been violated, the facts giving rise to the violation and the remedies being sought.

All written Grievances shall be filed at the Second Stage of the Grievance Procedure within thirty (30) days from the time the teacher knew or should have known of the facts giving rise to the Grievance.

2. If in the judgment of the Association, a Grievance affects a group or class of employees, or the Association, the Grievance shall commence at Level Two.

### **C. Time Limits**

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each Level should be considered as the maximum number of days allowed and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement of the parties in writing. "Days" shall mean school days. A failure of either an employee or the Association or of the district to comply with any maximum time periods stated herein shall be considered a waiver of the Grievance or a granting of the Grievance, as the case may be.

### **D. Procedure**

1. **Level One - Informal** - An employee who has a Grievance shall attempt to resolve the matter informally with the Superintendent.

2. **Level Two** - If the Grievance is not satisfied at the Informal Stage at Level One, the Grievant may, within the time periods contained in paragraph B (1), file a written Grievance with the Superintendent or his designee as defined in paragraph B (1). The Superintendent or his designee will hold a Grievance Meeting with the employee involved and/or the Association President within seven (7) days after receipt of the written Grievance. The Superintendent or his designee will communicate his Decision in writing to the Grievant and the Association within seven (7) days of the Meeting.
3. **Level Three - Board** - If the Grievant is not satisfied with the disposition of the Grievance at Level Two, the Grievant may, within seven (7) days of a Decision at Level Two, appeal the Grievance in writing, to the Board. Such Appeal shall be filed with the clerk of the Board of Education containing the written Grievance and the Decision of the Superintendent at Level Two. The Board will hold a Grievance Meeting within fifteen (15) days after the written Grievance and the Decision of the Superintendent at Level Two has been filed with the Board of Education Clerk. Within seven (7) days of the Meeting, the Board will communicate its Decision in writing to the Grievant.
4. **Level Four - Arbitration** -
  - (a) If the Grievant is not satisfied with the disposition of the Grievance at Level Three (3), the Grievant may, within seven (7) days of a Decision by the Board of Education of Whitesville Central School, request that the Association submit the Grievance to Arbitration. If the Association determines that the Grievance is meritorious, it may submit the Grievance to Arbitration within fifteen (15) days after receipt by the Grievant of the written Decision of the Board of Education of Whitesville Central School. The parties shall then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association shall demand Arbitration by serving upon the Board of Education of Whitesville Central School a Demand for Arbitration pursuant to the civil Practice Law and Rules of the State of New York.
  - (b) The selected arbitrator shall hear the matter promptly. The Arbitrator's Decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The Decision of the Arbitrator shall be submitted to the Board of Education of Whitesville Central School and the Association and shall be final and binding on the parties. Neither the Board of Education of Whitesville Central School nor the Association shall be held responsible for failure of the Arbitrator to perform his duties as indicated above, except either party may proceed in Court to vacate any Decision of an Arbitrator who fails to comply with responsibilities stated herein.
  - (c) The costs for the services of the Arbitrator, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
  - (d) An Arbitrator will have no power or ability to add to or change any term and condition stated in this Contract, nor to perform any act contrary to

the public policy of the State of New York or the statutes of the State of New York, or to the Rules and Regulations of the Commissioner of Education.

### **E. Rights Of The Parties**

The Association shall be the sole and exclusive representative of the Grievant.

### **F. Miscellaneous**

1. All written Decisions shall set forth reasons supporting such Decisions.
2. Forms for filing Grievances shall be prepared jointly by the Superintendent and the Association, produced by the District and distributed by the Association so as to facilitate operation of Grievance Procedures.
3. All parties to a Grievance are assured of freedom from restraint, coercion, discrimination, or reprisal.
4. All documents, communications, and record dealing with the processing of a Grievance shall be filed in a separate Grievance file to be maintained in the District Office and shall not be kept in the personnel file of any of the participants.

## **ARTICLE IV - LEAVES**

### **A. Personal Leave**

Each full time teacher shall be granted three (3) personal days per year. One (1) day of the three will be considered a confidential day for which a teacher need not declare that personal business will be conducted on the requested day but which may not be used to extend vacations. Prior notice of two (2) days, except in extenuating circumstances, must be given to the school superintendent. Personal days shall not be used on Superintendent or Planning Days. They will also not be used to extend vacations. Every effort will be made not to schedule Superintendent or Planning Days adjacent to scheduled long weekends.

For purposes of this provision, the following are vacations: summer break, Thanksgiving, Christmas, Easter Vacation, and Memorial Day.

No more than three (3) individual teachers may be on personal leave on any particular workday. The Superintendent shall have the discretion to grant or deny use of personal leave to enforce this provision on a first come first served basis.

A teacher will forfeit a day's pay for each day used if procedures in the above paragraphs are not followed.

## **B. Association Leave**

The Association president or his /her designee shall be granted up to three (3) days leave of absence to attend to Association business. Such leave shall not be deducted from any other leave.

The president of the Association will notify the superintendent five (5) school days in advance of the use of the day and the teacher involved. The superintendent may waive the five (5) day notice at his discretion.

## **C. Appointments**

Teachers will make every effort to schedule routine medical appointments so that the school day will not be interrupted. If a teacher is unable to avoid scheduling a routine medical appointment on a school day, one (1) such appointment per year may be charged to sick time.

If a teacher must leave school before the contractually agreed upon time, the teacher must sign out in the main office and give reason.

Sick days may be used to attend to urgent or travel extensive medical matters pertaining to the teacher or a family member.

Final approval will be obtained from the superintendent.

## **D. Stipend**

Teachers may accumulate unused personal leave days as sick leave days or they may be paid a yearly, separate stipend for any unused personal days at one hundred dollars (\$100) per day.

## **E. Visitation Days**

Each teacher will receive upon request one (1) visitation day or two (2) conference days per year. However, the Superintendent reserves the right to refuse any individual request. Said request must be made in writing to the Superintendent at least one (1) week before the requested leave and each teacher will be asked to submit a written report concerning each day of visitation or conference. These days are to be used to visit other schools or to attend conferences to gain information that may prove helpful in the classroom.

## **F. Leaves of Absence**

The District may grant up to two (2) unpaid leaves of absence per year for the entire unit. Written requests must be submitted to the Superintendent by February 1 of the year before the requested leave. The decisions whether or not to grant a leave of absence will be made by the Board of Education upon the receipt of a recommendation of the Superintendent. The board will notify the teacher of their decision by May 15. If extenuating circumstances would require an earlier decision the letter of request should so state. The teacher must have had at least three (3) teaching years experience at Whitesville Central School.

## **G. Child Rearing Leave**

The Board will grant a one (1) year unpaid (without any form of compensation, either salary or fringe benefits) child-rearing leave to a teacher who shall so request. This leave shall be granted only to a teacher who gives birth to a child or is the father of a child who is born prior to the commencement of the leave, or during such leave to care for a child, or for a period of one (1) year from the date of custody leading to adoption. During this period of unpaid leave of absence, the teacher is precluded from being employed full time during the normal working hours of the school year. At its discretion, the Board may grant permission for requested extension. The teacher may return early from a child-rearing leave only with the Board's permission. Not later than sixty (60) consecutive days prior to the date the teacher desires to begin a leave, the teacher shall give written notice to the Superintendent stating:

1. the time the teacher desires to begin the child-rearing leave; and
2. the date the teacher intends to return from the child-rearing leave.

In the case of adoption, if the teacher is not notified of placement of the adopted child within the sixty (60) day period then the teacher shall notify the District as soon as the teacher is aware of the placement date.

## **H. Sick Leave**

Teachers will be entitled to twelve (12) days of sick leave each school year, with pay; as of the first official day of said school year whether or not they report for duty on that day. This leave may be used for personal illness or disability of the teacher, a member of the teacher's or spouse's family or immediate household. Any unused sick leave shall be allowed to accumulate to an unlimited amount, although only two-hundred (200) days may apply for benefits at retirement (Article VI).

When faculty members are absent from work, due to sickness, for over five (5) consecutive days, the Administration may request a doctor's statement verifying the need for extended absence. In the event the absence is due to childbirth both parties recognize that normal time of absence allowed is six (6) weeks for normal childbirth and eight (8) weeks for cesarean section. Leave within these time limits will not require a doctor's excuse. If extended time of absence is required due to complications, a doctor's statement explaining the nature of the disability will be required.

In case of special need, the Superintendent may allow sick leave beyond the above.

## **I. Sick Day Bank Regulations**

1. Teachers who have previously contributed to the Sick Bank are automatically enrolled with continuous employment. Teachers who have not previously enrolled and new September employees must enroll in September. Other hires must enroll within thirty (30) days of the start of employment. The District will circulate an enrollment form to eligible employees who are not currently members. There is no late entry.

2. The member will authorize three (3) sick days to be transferred from his/her available days to the Bank.
3. Only Bank members may draw, and only after accrued sick days and personal days have been used up. For a teacher drawing Worker's Compensation, the Bank will pay any shortfall between Compensation Benefits and his/her salary.
4. Medical documentation must be provided if requested for a teacher to draw from the Bank.
5. The maximum number of total sick bank days that can be drawn by any one teacher in a school year is forty (40).
6. When a Unit member uses the Bank and then returns to employment in the District, he/she will reimburse the Bank in the following manner:

Payback will commence after two (2) years from the date of return *and* once the unit member has accumulated one (1) year's supply of days. At that time, the unit member will have two (2) days of each twelve (12) allotted annually by the District deducted and used to repay the Sick Day Bank.

7. If at any time during the year the Bank is in danger of being depleted, the Association and the District will rebuild the Bank. The Bank will be rebuilt by each Bank member donating three (3) days to the Bank.
8. A committee consisting of two (2) faculty members and the Superintendent/Principal and the President of the Board will meet to resolve any problems arising concerning the administration of the Bank. If a tie vote results, the difficulty will first be considered in a general Board-Association meeting. If at this meeting the Parties fail to reach agreement, the Board will vote to break the tie.
9. The District will notify the Association president of the number of sick days in the Bank by the end of September in each school year.
10. Upon separation from the District, unit members who owe days to the bank and who have accumulated sick days shall reimburse the bank for those days owed, up to their amount accumulated upon separation and owed to the bank. The Association must notify the District prior to such separation for the days to be transferred. Upon retirement, unit members who do not owe days to the bank may donate up to 20 days to the Sick Bank provided the Bank contains less than one hundred twenty five (125) days at the time of such retirement (Once the Bank reaches 125 days, no additional days may be donated). Unit members who desire to donate days must notify the Superintendent in writing at least ten days prior to retirement.

**J. Conditions Governing Unpaid Leaves**

1. The following provisions apply to all leaves which result in people being off the payroll for a period of time. (Unpaid leaves.)
  - (a) Any teacher granted a leave of absence will be guaranteed a return to a position in the field in which he or she is certified at the same level of employment unless said position has been abolished in accordance with the law. A teacher will return from a leave of absence at the beginning of a semester upon prior written notice provided to the Superintendent of at least 30 days or at another time mutually agreed upon by the teacher and the Superintendent.
  - (b) If a teacher works 90 school days or less in a school year, then the teacher does not receive salary credit for that partial year's service. If a teacher works 91 school days or more in a school year, then the teacher receives salary credit for a full year's service.
  - (c) Upon return from an unpaid leave, the teacher's salary shall be determined as follows: (i) if there is a teacher on the faculty with the same number of years service as the returning teacher, then the returning teacher shall have the same base salary as that teacher(s). (ii) if there is no one on the faculty with the same number of year's service, then a proportional salary shall be developed. It will be computed by determining the difference between the base salaries of the next most senior teacher and the next least senior teacher, and dividing by the number of years in the gap between those two (2) teachers. Then multiply this per year figure by the number of years experience for this returning teacher beyond that of the next least senior teacher. Add this figure to the base of the next least senior teacher.

EXAMPLE:

Next most senior teacher with 10 credited years of service	\$40,000
Next least senior teacher with 6 credited years of service	\$35,000
Returning teacher @ step 8	
Gap = 4 years =	\$5,000
$\$5,000/4 =$	$\$1,250$ per year
$\$1,250 \times 2 =$	$\$2,500 + \$35,000 =$
	$\$37,500$

2. The teacher granted a leave of absence will retain the following rights and benefits acquired for serving in the District:
  - (a) Accrued sick days held by the teacher at the time of the leave of absence will be in force upon returning to teaching. However, no sick days will accrue during the year's leave of absence.
  - (b) The teacher will have the privilege of continuing in group hospitalization plans for the Whitesville Central School by paying full premium through the School officials. It is the responsibility of the teacher to have the

premium money to the District Treasurer for deposit in the Trust and Agency Fund by the first of each month when the premium is due.

**K. Bereavement Leave**

Members of the unit will be entitled to up to five (5) days per year, not deductible from sick leave, in the event of death in the immediate family. The immediate family shall be defined as a child, spouse, parent, grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grand-parent-in-law, and grand-child or a person regularly residing in the household of the unit member. If the total exceeds five (5) days per year, the balance will be deducted from sick leave.

**L. Required Court Proceeding Leave**

Time will be given for Jury Duty. A required Court appearance to comply with a subpoena, that is associated with school business will also be granted. Whatever compensation (not including travel and meal expenses) received for such duty will be deducted from the employee's regular salary.

**M. Family and Medical Leave Act**

Employees are required to use accrued sick and personal time for eligible periods of FMLA Leave.

**N. Floating Holiday**

A request from the Association in a school year for a maximum of three (3) days may be granted to extend any holiday upon five (5) day prior notice. The Association will notify the payroll clerk so that the day or days can be deducted from the personal leave of the teacher involved. For purposes of this provision, the following are holidays: summer break, Thanksgiving, Christmas, Easter Vacation, and Memorial Day.

**ARTICLE V - HEALTH INSURANCE**

A. The District will provide, to all professional certified personnel including permanent substitutes who are contracted to work more than sixty (60) consecutive work days, health insurance coverage as provided herein through a Point of Service (POS) Health Plan as offered or endorsed by the Allegany Cattaraugus Health Consortium. Given the following conditions, employees may enroll under the Family Plan coverage or the Individual Plan coverage.

All unit members enrolled in the POS will contribute:

2015-2016	8% of premium cost
2016-2017	9% of premium cost
2017-2018 (& thereafter)	10% of premium cost

An open enrollment period of at least thirty (30) days will be created each year to select a health insurance option (either POS or stipend, as applicable. All buyout stipends will be received in a separate check at the conclusion of the school year.

- B. If for any reason the POS ceases to exist or the District terminates its participation, the District then will provide coverage equal to the POS coverage in existence at the time of termination for current full time employees.
- C. The POS document is herein incorporated by reference.
- D. Any complaints under the POS with respect to its interpretation or application must be processed through the "Claim Review Procedure" set forth in the POS document. If the matter is not settled to the employee's satisfaction, and the POS document does not provide for Arbitration of such dispute, then within thirty (30) days of the written answer from the governing Committee of the POS, the Association may submit the issue directly to Binding Arbitration. The Association and the District agree that such Binding Arbitration should only be before an Arbitrator under the Rules of the American Arbitration Association who has expertise in medical health insurance coverage benefits and policies and is familiar with the rights of covered individuals and the responsibilities of the insurance provider. The POS Administrator will furnish the Association with all pertinent data related to the disputed subject to the provisions of (E) below.
- E. All data obtained by the POS Administrator with respect to Insurance Claims shall be considered confidential and shall be disbursed to persons involved or connected with the POS strictly on a need to know basis and such information shall be utilized for no other purpose than is necessary for the administration of the POS and the payment of Claims. Any health data obtained by the POS may not be used to discipline or dismiss an employee.
- F. Any employee who leaves the employment of the District (other than employee who retires or whose services are terminated) shall be offered the right of conversion for health insurance if the employee and his/her spouse are unemployed. If the employee is unable to obtain coverage he/she may continue to participate in the POS at his/her own expense for 18 months from time of termination in which case the District may require Proof of Rejection of Insurance. If the former employee is offered insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the POS is not obligated to provide coverage. The POS will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply.
- G. Employees who submit claims in accordance with the procedures established by the POS and if the claim is not disapproved in accordance with the POS procedures, shall have said claim paid (to the extent of the coverage provided) in a timely manner so that the employee shall suffer no financial loss as a result of the slow payment of a claim.
- H. For new full time professional certified personnel and permanent substitutes, coverage under the POS shall be automatic unless the employee declines the coverage in writing. Such a waiver shall be filed in the employee's personnel folder. An employee may reconsider and join the POS at a later date by notifying the

employer, in writing, of his/her desire of coverage. Coverage under the POS will commence on the first day of the month following the employer's receipt of the request for coverage, or as soon as POS rules allow.

- I. In accordance with plan rules, An employee, whose spouse works for the same District or another school district participating in the PPO, or POS may enroll in the applicable plan with no lapse in coverage if the spouse's coverage ceases for any reason. In no event shall there be double coverage in the PPO, and/or POS.
- J. The District will make available a three tier prescription drug rider with \$2 generic, \$20 preferred, and \$35 non-preferred prescription co-pay. Mail orders will be two (2) co-pays for a three (3) month supply.

#### **ARTICLE V-A - HEALTH INSURANCE STIPEND**

- A. Any employee not desiring health insurance coverage will be paid an additional salary stipend in place of the coverage. Any employee who elects to take health coverage with the school plan part way through the school year, will not receive the stipend. Employees working part-time will be prorated both in payment of the plan coverage and in payment of the stipend. Employees who do not work a full year (due to illness, resignation or are hired as long term substitutes for more than 60 consecutive work days) shall receive the stipend, prorated for only the amount of time they receive salary. The prorated amount shall be 1/10th of the stipend for each month they receive salary.
- B. The stipend amount would be prorated if a teacher who exercised the stipend option in the school year leaves the District.
- C. The buyout salary stipend will be \$1800 (5 or less); \$2200 (6 or more).

#### **ARTICLE V-B - CAFETERIA PLAN (FLEX PLAN)**

The district shall provide three hundred and fifteen dollars (\$315) per employee per year to fund and establish a flexible spending or cafeteria plan under Section 125 of the IRS code based on the plan language attached hereto as Exhibit A. The District shall provide the cost of administration of the plan (Electronic Accounting Systems, Inc. will act as plan administrator and perform bill screening.) In accordance with IRS regulations, unit members shall be allowed to contribute up to the maximum amount allowed by law to a health flexible spending account. Unit members shall be allowed to contribute up to the maximum amount allowed by law per year for dependent care. The District will retain all funds which are forfeited under the plan. Any unspent funds after the District's expenses for operation of the Plan (up to one thousand dollars \$1,000) will be retained by the District for one (1) year and then used to fund a scholarship(s) for a deserving district senior graduate(s) selected by the Association. The Association will keep the Superintendent informed as to its selection process, the candidates for such scholarship, and the final selection.

## **ARTICLE VI - RETIREMENT**

### A. Retiring Teacher/Unused Sick Days

At the time of retirement under the rules of the NYSTRS, each retiring teacher shall be allowed to trade his/her accumulated unused sick days plus any days previously lost due to over accumulation under the following conditions:

1. To be eligible the teacher must have forty (40) days or more accumulated on the date of retirement.

Any sick days that the teacher owes to the Sick Bank (under Article IV-A-10) at the time of retirement will be deducted from the teacher's forty (40) or more accumulated sick days and refunded to the Bank prior to any payout under this provision.

Effective July 1, 2015 and thereafter, the teacher will receive a retirement award equal to the daily rate for uncertified substitute teachers at the time of retirement for the maximum accumulation of days as defined in Article IV, Section H of this Agreement, per unused sick day (after days owed to the Bank, if any, are reimbursed) as a non-elective contribution to a mutually agreed upon 403-b plan up to the maximum allowed, subject to the limitations of the plan.

2. In accordance with IRS rules, if the unit member submits his/her notice of retirement, it is accepted by the Board, and the unit member/retiree dies before the entire balance is deposited into his/her account, then the maximum amount allowed to be contributed at that time will be deposited into the decedents' 403-b account.

## **ARTICLE VII - ATTENDANCE**

- A. The work day shall commence at 7:45 a.m. and end at 3:16 p.m. on Monday through Thursday, and teachers may leave at 3:09 p.m. on Friday, if the Master schedule allows.
- B. Teachers may, at the Superintendent's discretion, be excused immediately after dismissal of students on days before vacation.
- C. Teachers may agree to work a flexible work schedule, which either starts up to an hour early or extends up to an hour later than the times identified in Section A. Any scheduled work time for teachers will be consecutive and not exceed the total work day length from Section A.
- D. Teachers will be required to work no more than one hundred eighty-three (183) days per school year. Up to two (2) days may be scheduled in the week before Labor Day.

- E. An Academic Intervention Service (AIS) class is recognized as a separate teaching assignment.

### **ARTICLE VIII - PERSONNEL FILE**

1. There shall be only one personnel file in which a teacher's individual employment record will be kept. This file shall include all written materials relating to a teacher's employment including, but not limited to: reports, evaluations, notations, etc. No other file relating to an employee shall be kept by the District. The District will designate the location of this file and its agent in charge of this file.
2. No material will be placed in the teacher's personnel file without prior knowledge of the teacher. Signing of this material only indicates that the teacher has seen the material but does not necessarily mean agreement with the content. No comments will be added after the teacher has affixed his/her signature. The refusal of a teacher to sign does not prevent entering material in the folder. However, the teacher can file a written answer to that item and attach it to the item in dispute. Such written responses must be submitted within fifteen (15) school days of the notification of placement of the material in the file.
3. The teacher will have the right, upon 24 hours notice, to review the contents of his/her personnel file and to be supplied with a copy of any material contained therein with the exception of confidential references. The date of this review will be duly recorded.
4. A teacher will be entitled to have a representative of the Association accompany him during a review of his file.
5. No material shall be placed in the personnel file of any teacher who is no longer in the employ of the District without written agreement by the formerly employed teacher or the Association President.
6. No classroom visitation by anyone other than administrative personnel will occur without two (2) days prior consultation with the teacher and prior approval by the Superintendent.
7. No notes, letters, complaints, or materials of any anonymous nature will be placed in a teacher's personnel file.
8. The District and the Association agree that the mandatory negotiable aspects of the District's Professional Development Plan and amendments, thereto, will be ratified upon implementation.
9. Unit members who are required to teach in more than one (1) certification area (including the sciences except the initial two (2) required certifications, and excluding Reading & Elementary Education) in which they are certified will receive an additional one thousand dollars (\$1,000) in annual salary.

10. Probationary teachers will be provided notice of termination and/or denial of tenure in accordance with law.

### **ARTICLE IX - ACTIVITIES BEYOND THE SCHOOL DAY**

1. Upon the prior approval by the Superintendent, an Association member will be reimbursed, at the IRS allowable mileage rate (for mileage), cost of meals, and lodgings, and any registration fees for attendance at meetings of an in-service or school business nature. In-service trips and conferences in excess of a single day requiring lodging expenses, etc. must have the prior approval of the Board. In order to receive reimbursement, Association members must submit proper receipts within ten (10) school days of expenditure, but no later than June 30.
2. In the event the Superintendent has approved a conference day pursuant to Article IV of this Agreement at his discretion the District may bear all or part of expense of attending such conference.
3.
  - a) Any teacher who is requested by the Administration and personally agrees to attend conferences, workshops, in-service programs from June 30 to August 31, during the summer recess, will be paid at the rate of eighty-five dollars (\$85) or the certified substitute rate per day, whichever is higher. Any teacher requested by the Administration and who personally agrees to write and/or develop curriculum will be paid the Adult Ed extra duty hourly rate.
  - b) Provided such expenses are prior approved and proper paperwork and/or receipts are submitted as required herein, expenses incurred for travel, meals, course materials shall be reimbursed by the district. When meal(s) are not provided, meal reimbursement in Cattaraugus, Allegany or Steuben Counties shall be limited to thirty dollars (\$30) per day.  
  
Outside of the above three counties, when meal(s) are not provided, meal reimbursement shall be limited to fifty dollars (\$50) per day.
  - c) Number three (3) does not include driver education.
  - d) The Superintendent will provide annually a list of approved in-service training or have approval on courses suggested by teachers. If such training is completed on days in which school is in session, the teacher will receive release time to attend. If the teacher attends on days in which he/she would not be required to work, the teacher shall receive compensation at the rate of eighty-five dollars (\$85.00) or the certified substitute rate per day, whichever is higher.

### **ARTICLE X - DISTANCE LEARNING**

With the understanding that technology should enhance the quality and relevance of the educational program, while insuring effective use of our resources, the District and the Association will support the use of educational technology and the delivery of instruction. This could include Distance Learning.

1. The use of the District Learning Program shall not directly cause any bargaining unit member to be laid off or reduced from full-time to part-time employment.
2. Teacher participation in the Distance Learning Program shall be voluntary.
3. Distance Learning Program positions will be posted.
4. Distance Learning equipment shall not be used to evaluate a teacher's performance; however, in personal observations of a teacher in the distance learning setting may be used in part of the evaluation process.
5. The districts receiving the transmitted lesson shall assume full responsibility and liability for the supervision and discipline of students in the receiving schools.
6. Tapes of lessons broadcast will be used by students only in the school year of origination. Tapes remain the property of both the District and the teacher and may be used by a teacher with District permission.
7. The teacher shall not be responsible for technical installation or maintenance of equipment utilized in the Distance Learning Project.
8. The grading of Distance Learning student participants shall be the domain of the instructor. However, the instructor shall not be responsible for translating grades into a component district's grading system.
9. Any sending class will have no more than twenty-five (25) students (all schools combined). Any course offered by the District in which six (6) or more Whitesville students are enrolled will be offered with Whitesville as the host school.
10. Any sending teacher who instructs a District approved course outside of the District's regular school hours will be reimbursed at the extra duty rate with preparation time also remunerated at one-half class time.
11. The Association and District agree to meet in May of the first full year of Distance Learning Instruction to review this section.

ARTICLE XI - EXTRACURRICULAR ACTIVITIES PAY SCALE

- Each listed activity rate shall be increased as follows:

<u>SPORT</u>	<u>TIME</u>	<u>2.75%</u> <u>2015-16</u>	<u>3.00%</u> <u>2016-17</u>	<u>3.00%</u> <u>2017-18</u>
Athletic Director		\$2,855	\$2,941	\$3,029
Modified Baseball/Softball		\$1,165	\$1,200	\$1,236
Modified Basketball	12 weeks	\$1,165	\$1,200	\$1,236
Modified Cheerleading		\$584	\$601	\$619
Modified Soccer		\$1,165	\$1,200	\$1,236
Varsity Baseball	11 weeks	\$3,217	\$3,314	\$3,413
Varsity Basketball	15 Weeks	\$4,388	\$4,520	\$4,656
Varsity Cheerleading	15 weeks	\$1,837	\$1,892	\$1,949
Varsity Soccer	11 weeks	\$3,217	\$3,314	\$3,413
Varsity Softball	11 weeks	\$3,217	\$3,314	\$3,413

The negotiated increase will be will be added to base salary for each year of service up to the following cap:

<u>Varsity</u>	<u>Jr. Varsity</u>	<u>Varsity Basketball</u>
\$4,690	\$4,203	\$5,100

Prior service in a sport will be added if an individual moves to a higher coaching level in that sport. JV coaches' salaries will be seventy-five percent (75%) of varsity coaches salaries.

If a varsity coach's season should be extended as a result of a participation in sectional play, he/she will be compensated at the regular earned weekly rate after the first round of sectional play if a sport involves all section teams, extra pay will begin at the end of the regular season when all section teams are not invited. If varsity basketball season is extended by sectional play, then so is varsity cheerleading.

The following trips are eligible for the Overnight Chaperone stipend listed in the Other Activities chart on the following page.

- a. Up to two chaperones may receive the stipend per trip.
- b. Preference will be given to the class advisors or teachers of the course connected with each particular trip.
  - i. 7<sup>th</sup> Grade Gettysburg Trip 1 night
  - ii. 8<sup>th</sup> Grade Bridge Trip to Houghton 1 night

- iii. Junior and Senior High Area All-State 1 night each
- iv. 10<sup>th</sup> Grade trip to Washington DC 2 nights
- v. Natural Helpers 1 night
- vi. DECA 2 nights

<u>2.75%</u>	<u>3.00%</u>	<u>3.00%</u>
<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>

**Boys & Girls J.V. & Varsity**

*Monitor (Boys & Girls Varsity Basketball & Soccer) (per game)	28.77	29.63	30.52
Scorekeeper (per game)	33.91	34.92	35.97
Shot Clock Operator (per game)	28.77	29.63	30.52
Timekeeper (per game)	28.77	29.63	30.52

**Boys & Girls Modified**

Scorekeeper (per game)	31.85	32.81	33.79
Shot Clock Operator (per game)	26.72	27.52	28.34
Timekeeper (per game)	26.72	27.52	28.34
Intramural Coordinator(s) (\$10/hour (total yearly amount))	2680	2760	2845

**ADVISORS**

Seniors	2289	2358	2429
Juniors	1721	1773	1826
Sophomores	910	938	966
Freshmen	692	712	734
Eighth	583	600	618
Seventh	583	600	618

**CO-CURRICULAR**

Color Guard	229	236	243
DECA	361	371	383
Drama per production	662	682	702
Garden Club	663	683	703
Jr. National Honor Society	85	88	90
Lego League	721	743	765
Marching Band	497	512	528
Music Director (Band & Chorus)	1916	1974	2033
National Honor Society	370	381	392
Odyssey of the Mind	721	743	765
Publications	687	708	729
Shrine Circus	170	175	180
Student Council	783	806	831
Tech Crew Advisor	543	559	576
Webmaster	1260	1298	1336

Yearbook	2101	2164	2229
Class Trip <u>Overnight</u> Chaperone (per night from approved list)	122	126	130
Concert Monitors Elementary	41	42	44
Concert Monitors Sr. High (2)	51	53	55
**Lunch Hour Room Monitor	1244	1282	1320

\*only paid if Athletic Director, Superintendent, or Principal are not present to monitor event.

For those co-curricular and advisor positions that are not capped:

Five percent (5%) of the base salary will be added for each year of service for the above listed co-curricular activities. Effective 2014-2015, for persons newly appointed (not appointed to the position in the prior year) to extra and co-curricular activities. Five percent (5%) of the base salary will be added for each year of service, up to double the base salary, for the above listed extra and co-curricular activities.

Extracurricular, co-curricular and advisor positions are assigned on a year-to-year basis by Board action.

\*\*When teacher supervises students during his/her assigned lunch break.

The Superintendent agrees to negotiate with the Association to consider remuneration of additional extracurricular activities within the special skills of a teacher and the interests of students. However, the Superintendent can also recommend to the Board to add or discontinue any activity and negotiate a prorated payment of stipend for the activity discontinued based on the time and effort expended by the teacher.

It shall be at the discretion of the Superintendent and the Board of Education whether or not any of the positions mentioned in Article XI shall be filled at any time during the life of the Contract. If a particular position is filled at any time during the life of the Contract, the position will be compensated in accordance with the above referred to Schedule.

The advisor, coach or co-advisor appointed to any of the above positions must attend all practices, games or functions unless excused by the Superintendent.

If two or more people perform any of the duties stated in this Article, the salaries shall be divided by the advisor responsible for the program or activity.

By May 1st of each school year, the District will distribute request forms to the faculty regarding their intention to coach and/or advise any activities. Within two weeks of this notice, faculty will return request forms to the Superintendent with their intentions. The Superintendent will submit a list of names along with his

recommendations to the Board of Education for their approval. The Superintendent will notify the applicant no later than the July Board meeting of his/her status.

Coaches and extra-curricular advisors whose activity pays \$500 or more shall select a payment option and be reimbursed by either one separate check at the end of their activity or school year or two separate checks at mid-activity and at the end. The unit member must notify the district of his/her option and the midpoint of the season/activity if applicable.

### **Extra Duty**

Teachers who perform extra duty teaching or curriculum writing with the prior approval of the superintendent between June 30 and August 31 or during the school year between 5 p.m. and 11 p.m. shall be compensated at the rate of twenty-five dollars (\$25) per hour. No more than six (6) hours per day of extra duty may be performed. Effective July 1, 2017 and thereafter, such approved extra duty teaching or curriculum writing will be compensated at the rate of twenty six dollars (\$26) per hour.

Extra Duty does not include for example chaperoning, faculty meetings, open house, parent-teacher conferences, extra curricula's, class advisor activities or monitors.

### **AED**

All coaches and advisors of Board approved extra-curricular and co-curricular activities shall maintain current certification in the operation and use of an Automated External Defibrillator (AED) and Cardio-Pulmonary Resuscitation (CPR). The District shall provide an AED training during the school year (July 1<sup>st</sup> to June 30<sup>th</sup>). If such training is provided by the District outside the school day and if it is not required for an extra curricular certification (i.e., coaching, including cheerleading, is required), the unit members that attend the District sponsored training shall be paid fifteen dollars (\$15) an hour (pro-rata) for up to three (3) hours for hours spent earning AED/CPR certification.

During the school year, the District will provide In-Service time for First Aid, CPR, and/or AED training for unit members.

## **ARTICLE XII - SALARY SCHEDULE**

### **A. Graduate Hours**

1. Graduate hours will be paid at a rate according to the following schedule:

<u>Date Earned</u>	<u>Payment per Graduate Hour</u>
Prior to August 31, 2001	\$45.00
September 1, 2001 to August 31, 2004	\$47.00
September 2, 2004 to August 31, 2006	\$48.00
September 1, 2006 to June 30, 2008	\$50.00
July 1, 2008 to June 30, 2012	\$52.00
July 1, 2012 and beyond	\$54.00

1. All credit-bearing graduate courses in the Education Department or in the subject field of the teacher's tenure area earned by attendance at accredited colleges or universities will receive approval.
2. The Board will pay new graduate hours on receipt by November 1st of each year of a transcript which shall be placed in the teacher's folder, and upon approval of the graduate credits.
3. A ceiling for payment of graduate hours will be sixty (60) hours if earned prior to September 1, 1993. Additional hours after September 1, 1993 increase the ceiling to seventy-two (72) hours. In computing the sixty (60), a Masters Degree will be treated as six (6) hours. For example: a teacher with thirty (30) hours plus Masters = thirty-six (36) hours with a ceiling still remaining at sixty (60) hours.
4. It will be the responsibility of the teacher to examine his/her folder and insure that the folder contains all necessary transcripts.
5. A teacher may choose to receive tuition assistance in lieu of graduate hours payments for approved graduate hours. Prior approval by the Superintendent is required for all courses taken after July 1, 1991. Approval forms are available in the District office. The District will pay the tuition costs for approved graduate courses up to a sum of thirteen hundred dollars (\$1,300) per three (3) hour course for up to six (6) graduate credits (two 3-hour courses) per fiscal year, upon proof of successful completion (B or better; or pass if pass/fail is the only option). The District will pay for undergraduate work with prior approval of the Superintendent. Graduate hours for which the District pays tuition costs shall be eligible for graduate hour payments after ten (10) years of continuous service from the date of successful completion of the course, and after the unit member notifies the District in writing that he/she is eligible for such payout. At that time, graduate hours for which the teacher received reimbursement will be paid out in accordance with the applicable graduate hour rate at the time the hours were earned. The teacher will not become eligible for graduate hour payout until after the District receives the teacher's written notification. Courses compensated under this section require the prior approval of the Superintendent. Continuous service shall be defined as continuous employment with the District. For purposes of this provision, years of continuous service shall mean years when the unit member receives regular pay for at least half the school year and for the remainder of the school year is either present at work, on sick or personal leave, or on a Board approved leave at the unit member's request.

#### **B. In-service Credit**

1. (a) The Board of Education will pay in advance, tuition for all approved in-service credit. The Board of Education shall also reimburse a teacher mileage and books for in-service credit once approved by the Superintendent. The Superintendent must approve in advance all in-service courses for which the teacher desires. Receipts and proper paperwork must be submitted within ten (10) school days of expenditure, but no later than June 30, to be eligible for reimbursement for mileage and books.

2. (b) The Board of Education will recognize voluntary in-service credit pre-approved by the Superintendent for purposes of graduate hour accumulation at the rate of 15 clock hours = 1 graduate credit. To be eligible for credit, the teacher must have attended on his/her own time and at his/her own expense without reimbursement from the District for any expense except mileage.

**C. Salary Provisions**

1. Credit may be given for military service, up to a maximum of five (5) years.
2. New hires may be given credit for prior documented teaching experience.
3. Except for conditions caused by 1 above, no new teacher will be paid more than present staff with similar experience.
4. Effective July 1, 2013, each teacher will be paid four hundred fifty Dollars (\$450) for a (up to one) Masters Degree.
5. The starting salary will be the following:

2015-2016	\$38,650
2016-2017	\$39,250
2017-2018	\$39,750

6.
  - a. Effective July 1, 2015, base salary amounts for returning teachers will increase 2.75% over their 2014-2015 base salary.
  - b. Effective July 1, 2016, base salary amounts of returning teachers will increase 3.00% over their 2015-2016 base salary.
  - c. Effective July 1, 2017, base salary amounts for returning teachers will increase 3.00% over their 2016-2017 base salary.
7. Teachers and Teacher Assistants will be provided the following Longevity Stipend for completed years of service:

Years 2-9:	\$28 per year
Years 10-15:	\$420 each year (non-cumulative)
Years 16-20:	\$560 each year (non-cumulative)
Years 21-25:	\$1,000 each year (non-cumulative)
Years 25+:	\$1,500 each year (non-cumulative)

8. In non-negotiating years, unit members shall receive salary agreements for the new school year in November. In years where negotiations are ongoing, such statements will be received as soon as reasonably possible after settlement and ratification by both parties.

9. The Superintendent and Association President will appoint an equal number of representatives to a committee to negotiate the negotiable aspects of the Mentoring Program.
10. At the District's discretion, the District may appoint a unit member who will be in charge on days when school is in session and when the District administrator(s) are not in the building and/or may be unavailable. If the District appoints a teacher in charge, the teacher in charge will be paid at a rate of an additional \$75 per day prorated for partial day service.

### **ARTICLE XIII - SABBATICAL LEAVE**

The Board shall grant one summer sabbatical leave for graduate study or subject related travel. The Sabbatical is subject to prior Board approval of the study and/or itinerary. The Sabbatical is subject to the following conditions:

1. The leave shall be granted without restriction on grants for fellowship awards received. The leave, if more than one is requested, shall rotate in alternate years between a teacher from the elementary level (K-6) and a teacher from the secondary level (7-12) after seven (7) years of service within the system. When multiple applications from a level are received, the Board shall determine which applicant shall receive the leave with seniority a factor in consideration. The District reserves the right to grant additional leaves at their sole discretion according to their specific criteria.
2. Requests for Sabbatical leave shall be submitted by March 1 of the year prior to the leave.
3. A written statement of purpose and objectives on an Association/District co-designed form must accompany the application for leave in order to validate the request.
4. A person receiving a Sabbatical must obligate himself/herself to one (1) year of service in the District immediately following the conclusion of the leave or refund the Sabbatical leave pay within thirty (30) days.
5. A report and/or presentation on the Sabbatical will be presented to the Board within ninety (90) days after the completion of the leave.
6. No teacher shall be eligible for a second Sabbatical leave for seven (7) years.
7. The teacher will be compensated for up to six (6) weeks of study or travel at the rate of two hundred fifty dollars (\$250) per week in bi-weekly payments.
8. Any credits earned during a Sabbatical will not be eligible for graduate hour payment.

## **ARTICLE XIV - TEACHER ASSISTANTS**

Teacher Assistant(s) will be employed at the discretion of the Board to assist the Professional Teachers in the performance of their duties and aid in the overall instructional program. New York State Guidelines for Teacher Assistant duties and responsibilities will be respected.

Teacher Assistant must have completed at least two (2) years of college and/or possess an Associate's Degree. Starting salary shall be as follows:

- A. A Teacher Assistant must have completed at least two (2) years of college and/or possess an Associate's Degree shall be paid a salary equal to fifty percent (50%) of the starting teacher's salary for the current school year.
- B. Teacher Assistant with a Bachelor's Degree shall be paid a salary equal to eighty-five percent (85%) of the starting teacher's salary for the current school year.
- C. Teaching Assistants who complete pre-approved college level classes beyond those required for an Associates Degree will receive payment of thirty dollars (\$30.00) per credit hour in a one-time tuition assistance payment. The District will pay for these approved credit hours upon receipt of a transcript showing the completed coursework. This payment is subject to proof of successful completion (B or better; or pass if pass/fail is the only option).

## **ARTICLE XV - MISCELLANEOUS**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only by the voluntary, mutual consent of the parties in a written and signed Amendment to this Agreement.
- B. Any individual arrangement, agreement, or contract between the Board and a member of this unit, heretofore, executed, shall be subject to and consistent with terms and conditions if 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 parties. If an individual arrangement, or contract contains any language inconsistent with the Agreement, this Agreement for its duration shall be controlling.
- C. If any provision of this Agreement or any application of this 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.
- D. Copies of this Agreement shall be printed at the expense of the Board within two (2) weeks after its execution and given to the Association for distribution. The Association will receive ten (10) extra copies for its use. New hires shall be mailed a copy when employed.

- E. Teachers will have the choice of taking their pay in twenty-one (21) or twenty-five (25) checks.
- F. Teachers will be entitled to payroll deduction for Credit Union, annuities, cafeteria plan, Association dues and United Way. The District will allow voluntary payroll deduction for AFLAC Supplemental Insurance for all unit members.
- G. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AGREEMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XVI - ZIPPER CLAUSE**

This Agreement shall constitute the full and complete commitments of both parties and settles all demands brought forward during negotiations by both parties.

**DURATION OF AGREEMENT**

This contract will go into effect on 12:01 a.m. on July 1, 2015 and will continue in full force and effect until midnight on June 30, 2018.

**APPROVED AND ADOPTED BY THE BOARD OF EDUCATION OF THE  
WHITESVILLE CENTRAL SCHOOL, WHITESVILLE, NEW YORK 14897**

By Jeffrey S. Edmann  
President, Board of Education

By Jo Ann S Brown  
President, Whitesville Teachers' Association

By [Signature]  
Superintendent, Whitesville Central School