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TA/6460

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE SUPERINTENDENT OF SCHOOLS

of the

WEBSTER CENTRAL SCHOOL DISTRICT

and the

WEBSTER TEACHERS ASSOCIATION

7/1 6/30
2008 - 2012

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ADMINISTRATION

Webster Central Schools
Webster, New York 14580

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Webster, New York 14580**

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Preamble

The parties to this agreement pledge joint support and effort in order to develop the conditions for success as outlined below. This pledge is an important part of our collective efforts to ensure that we are successful in improving instruction and student performance.

In order to effectuate the policy of Article 14, Section 200 of the current New York State Civil Service Law (The Public Employees' Fair Employment Act), this contract is entered into between the Webster Teachers Association (hereinafter referred to as the "Association") and the Superintendent of Schools who is the Chief Executive Officer of the Webster Central School District (hereinafter referred to as the "Superintendent").

The parties commit to the continuous improvement of instruction and student performance.

To be mutually successful we must have:

- Clearly stated and broadly agreed upon instructional goals
- Professional Collaboration which:
 - A) recognizes the importance of the role of instructional professionals
 - B) empowers all staff in the support of all students
- Teachers and Administrators with a shared professional responsibility for student learning
- Clearly identifiable, understood and agreed upon responsibilities for every employee

Article 1000 -- Acknowledgments

Section I

The Board of Education of the Webster Central School District is the legislative body of the School District, and is hereinafter referred to as the "Board".

Section II

The Webster Central School District (hereinafter referred to as the "District") has its administrative offices located in the E. W. Spry Building at 119 South Avenue, Webster, New York.

Section III

The District will provide mutually agreed upon office space in the district with access to large group assembly space in the same building. By June 1, the Superintendent will inform the Association of the building and classroom to be used for an office for the following year.

Section IV

The term "Teachers" as used in the context of this contract shall refer to those individuals who are members of the teaching unit as designated in the separate Procedural Agreement signed and ratified by the parties.

Article 1005 -- Recognition Clause

The Board recognizes the Association as the exclusive representative organization of the teaching unit and extends the rights accompanying such recognition as specified in Article 14, Section 208 of New York State Civil Service Law (Public Employees' Fair Employment Act) under sub-paragraphs one (1) and two (2).

The teaching unit consists of those District employees filling the positions listed as: Teacher, Summer School Teacher, School Counselor, Library Teacher, Media Coordinator, Elementary and Middle School Helping Teacher, High School Department Leader, School Psychologist, School Social Worker, Speech and Language Teachers, Occupational Therapists, Physical Therapists, Team Leader, and all other employees engaged primarily in teaching courses credited for graduation requirements which are attended primarily by pupils. Itinerant substitutes shall not be members of this defined teaching unit. The term "Teachers", as used in the context of this contract shall refer to all members of the above described teaching unit.

Article 1010 -- Terms of the Agreement

This contract determines all terms and conditions of employment provided herein. It, therefore, supersedes any inconsistent regulations, policies or practices existing on its effective date. No present term or condition of employment which is a mandatory subject of bargaining as determined by the New York State Public Employment Relations Board shall be subject to change. It shall be in effect for the school years starting July 1, 2008 ending June 30, 2012 and all items of this Contract shall be subject to review in the negotiations for the subsequent contract. During the life of this agreement, any article may be opened for negotiations with the consent of the District and the Association.

Article 2010 -- Academic Freedom

The teacher has the right to the mature exercise of academic freedom. Academic freedom shall include responsible selection of course materials, interpretation of these materials, and execution of lessons related to course materials. Controversial materials and practices not covered by the Contract shall be handled within the framework of Board Policy 5290.

Grievances on Academic Freedom other than those arising under the provisions of Policy 5290, shall be processed through Stage II of the contractual grievance procedure (Article 6020).

If the grievance is not satisfactorily resolved at this stage, the case may be presented to the Board of Education. The Board of Education shall render its determination within fourteen (14) calendar days after presentation and promptly notify all parties concerned of its determination. This determination of the Board shall be final.

Article 2030 -- Dues Deduction

Section I

The District agrees to deduct from the salaries of teachers who are members of the Association the dues levied by the Association as said teachers, individually and voluntarily authorized the District to deduct.

Section II

Pursuant to Section 208.3(b) of the Civil Service Law, the District agrees to deduct from the salary of all teachers who are not members of the Association an agency fee equal to the dues deducted from Association members' salaries, provided that the Association complies with all legal requirements regarding the agency fee deduction, including but not limited to accounting and refund procedures.

Section III

By August 15th of each school year, the Vice President in charge of membership of the Association shall certify to the Director of Finance & Facilities the current rate of membership dues to be deducted for each teacher on contract, beginning with the first payroll in September and continuing through the last payroll in June.

The total number of payroll deductions will be 21. Any teacher hired during the school year shall have these dues deducted at the same rate as all other teachers, beginning with first payroll following Board of Education appointment.

Any changes to these rates during the school year must be certified to the Director of Finance & Facilities and shall take effect for the payroll period following the period in which it is received.

Section IV

The District agrees to deduct Association dues or agency fees for all teachers compensated by the District. Collection of all remaining unpaid dues or fees shall be collected by the Association.

Section V

The Association hereby agrees to defend and hold the District and all of its Board members, officers, employees and agents harmless from any and all costs (including but not limited to reasonable legal fees), damages or liabilities they may sustain as a result of the making the salary or payroll deductions provided for in this Article.

Article 2040 -- Tax Sheltered Plans

Section I

Tax-Sheltered Plans shall be made available to all Teachers for annuity and mutual fund programs.

The role of the District will be limited to making deductions in salary authorized by the teacher and to forwarding of these deduction payments to the agent or company which provides the plan. Neither the District nor the Association promotes or recommends these Plans.

New tax-sheltered plan carriers will be added with the mutual agreement of the Director of Finance and Facilities and the President of the Association.

Section II

These programs shall be subject to the limitations set by the selected carrier(s) and shall be subject to Section 403B of the Internal Revenue code.

Article 2060 -- Termination Procedure

Section I

The dismissal procedures provided in the Education Law of N.Y.S. (Section 3031) shall apply as termination procedures for all teachers with less than two years and one day service in the District.

All time lines in this article start at the time the teacher receives the evaluative material.

Section II - The First Year of Probationary Employment

During the first year of probationary employment in the District a teacher must be observed and evaluated as specified in Article 4010 of this agreement. The teacher may request additional assistance from the immediate supervisor and, within reasonable limits, these requests will be recognized.

Section III - The Second Year of Probationary Employment

During the second year of probationary employment observation and evaluation will be made as specified in Article 4010 of this agreement. In addition, if during this second year, the services of the teacher are judged to be unsatisfactory, the following procedure will apply in an effort to assist the teacher:

- A. The teacher will be given a written notice that his/her services are unsatisfactory.
- B. Within five (5) school days the Building Principal will schedule a conference to identify the unsatisfactory services and to propose corrective action. Participants in this conference shall be:
 - 1. the teacher
 - 2. the immediate supervisor
 - 3. a representative of the Association (at the option of the teacher)
 - 4. the principal or his/her representative

The particulars of unsatisfactory service and the suggested corrective action determined through this conference will be reduced to writing by the principal and copies will be given to the teacher and to the immediate supervisor within two (2) school days.

- C. At least thirty (30) school days after the written evaluation has been given the teacher, the teacher will be re-evaluated. A written copy of this evaluation will be given to the teacher.
- D. By the end of the ninth month of the second year of probationary employment, the Building Principal will recommend, in writing, whether to retain or terminate the teacher. The reasons for his/her actions will be incorporated into the recommendation. A copy of the recommendation will be forwarded to the teacher and to the Superintendent.
- E. If the recommendation is to terminate, the teacher within five (5) school days may request a conference with the Superintendent. Participants listed in paragraph B, above, may attend.
- F. Following this conference the Superintendent or his/her representative will make a final recommendation to the Board regarding retention or termination of the teacher.

Section IV - The Third Year of Probationary Employment

The termination of probationary teachers in the third year of service in the District based on the charge of unsatisfactory service, shall be accomplished as follows:

A. The District shall give written notice of intention to terminate to the teacher and to the Association at least seventy-five (75) calendar days before the intended date of termination.

B. Within five (5) school days the Building Principal will schedule a conference to identify the unsatisfactory services and to propose corrective action. Participants in this conference shall be:

1. the teacher
2. the immediate supervisor
3. a representative of the Association (at the option of the teacher)
4. the principal or his/her representative

The particulars of unsatisfactory service and suggested corrective action determined through the conference, will be reduced to writing by the principal and copies will be given to the teacher and to the immediate supervisor within two (2) school days.

C. After at least thirty (30) school days the teacher will be re-evaluated with copies of this evaluation reduced to writing and given to the teacher. This evaluation will include a recommendation that the teacher be retained or terminated. The reasons for his/her actions will be incorporated into the recommendation. A copy of the recommendation will be forwarded to the teacher and to the Superintendent. No recommendation to terminate will be made after the ninth month of the third year of probationary employment.

D. If the recommendation is to terminate, within five (5) school days the Superintendent or his/her representative will hold a conference. Participants at this conference shall be:

1. the teacher
2. a representative of the Association (at the option of the teacher)
3. the immediate supervisor
4. the Building Principal
5. the Superintendent or his/her representative

E. Following this conference the Superintendent or his/her representative will make a final recommendation to the Board regarding retention or termination of the teacher.

Section V

Termination procedures which apply to the first two years of probationary employment will be subject to grievance only for procedural reasons. During the third year of probationary employment, termination will be subject to grievance both for procedural and substantive reasons.

Section VI

In the event of arbitration, the arbitrator shall have the power to fix the penalty or punishment, if any, which shall consist of reprimand, fine, suspension for a fixed time without pay, or termination. If the teacher is acquitted, he/she shall be restored to his/her position and the charges expunged from his/her record.

Section VII

No teacher shall be terminated, disciplined, reprimanded, or reduced in rank or compensation except for good and sufficient reason.

Section VIII - Termination Procedures - Tenured Teacher

Section 3020-a of the Education Law applies to the termination of a tenured teacher.

Section IX - Representation Rights

When a conference is called that has disciplinary implications, a teacher is entitled, upon request by the teacher, to representation by the Webster Teachers' Association.

Article 3010 -- Association Business

Section I

The President of the Association shall be relieved of instructional duties for a period of from one-third to all of the instructional day, the length and time to be agreed upon by the President and Superintendent of Schools. The District shall continue to pay the President his/her full salary and the Association agrees to reimburse the District for the lowest salary and benefits of the replacement teacher in the tenure area. Payment will be made by the 15th of June of each school year.

Section II

A total of thirty-five (35) days per year shall be granted to the Association for the conduct of Association business and for attendance at conferences or meetings related to Association business. The Association President or his/her designee shall be responsible for arranging the use of these days. Appropriate use of the allotted days shall be considered absence from teaching, supervisory, or other assigned duties of the President, or his/her designee, for the purpose of Association business, or attendance by Association members nominated by the President, at the meetings and conferences related to the Taylor Law, or directly related to Association operations. The Association will reimburse the District for all days beyond 35 at the current substitute rate.

Section III

An additional twenty-five (25) days shall be available to the Association upon request by the President of the Association, should these be needed for negotiations. These days will only be available at times that the Superintendent or designee determines that their use would not be detrimental to the instructional program. The Association agrees to reimburse the District for the salaries of substitutes, if used.

Section IV

Written notification for attendance at conferences, noted above, shall be submitted to the Superintendent and must, in addition, bear the signature of the Association President. The District is in no way obligated to pay the personal expenses of individuals granted release time under the provisions of this article.

Requests exceeding those indicated above will be submitted to the Superintendent for his/her consideration.

Section V

Association activities under the release time provisions specified above shall not be conducted in a manner that is disruptive to the normal school day of teachers who are not granted such Association business release time.

Section VI

The Association shall have the right to use school buildings without cost at reasonable times of the day and night. Intention to use all facilities will be cleared with the Building Principal concerned; this shall be done in order to prevent conflicts with others desiring to use the same facilities.

The Association shall be allowed the reasonable use of District owned typing and duplicating facilities. The Association shall provide supplies.

The Association shall be allowed the reasonable use of District/school mail facilities and services and all building bulletin boards.

Article 3020 -- Policy Changes by the Board

Recognizing that the Board is the sole determinant of Policy, in compliance with the laws of the State of New York, but realizing that there is a value in having input from those individuals who will be affected by changes in Policy, the Board will notify the Association President in writing whenever it is anticipating changes in Policy which will affect wages, hours, or other conditions of employment which are not covered by this agreement. The purpose of this is to inform the Association of such proposed changes.

Article 3025 -- District Management Council

The parties agree to form a District Management Council with participation in the planning and prioritizing of various District issues for the coming year. The membership of the Council is:

- A member of the Board of Education
- Superintendent of Schools
- WTA President
- One other Association Representative
- Chief Human Resource Officer
- Other Unit Presidents and personnel as per their Unit policies and desire.

The Council will meet up to four (4) times per year (or more by agreement of the Council members). The agenda for the Council will include:

- Brainstorming/prioritizing strategic issues for the coming year
- Reviewing/assessing prior year's issues
- General communications among various District stakeholder groups

Article 3030 -- School Calendar

Section I

The work year (days in which teachers are required to be in attendance) for teachers will be as follows:

2008-2009 185 includes 2 Superintendent's Conference Days

2009-2010 186 includes 3 Superintendent's Conference Days

2010-2011 186 includes 3 Superintendent's Conference Days

2011-2012 187 includes 4 Superintendent's Conference Days

The year shall commence not earlier than the day after Labor Day, and end on the last day of Regents Week for the District.

The District may require newly hired teachers to attend a teacher preparation workshop or in-service program for up to five (5) additional days prior to Labor Day with no additional compensation.

In the event the Board of Regents/Commissioner of Education mandates a new school calendar, this Article shall be re-opened for negotiations.

Section II

All holidays and vacations scheduled on the adopted calendar shall be discussed in good faith between the Association President and the Superintendent or their designees. The Board agrees to act on the recommendations no later than the final regular Board meeting in March.

Section III

The school calendar shall provide 183 “actual days of instruction” for all middle and high school students (grades 6- 12).

The school calendar shall provide 180 “actual days of instruction” for all elementary students (grades K – 5).

In the event emergency conditions force the closing of schools and the aidable days of instruction are thereby reduced to a total below the 180 day minimum an "actual day of instruction” shall be rescheduled.

The Board, as required by law, will make the final decision as to the date when make-up of "actual days of instruction" shall be scheduled. Such scheduling is necessary to bring the total up to the minimum needed to satisfy the requirement stated above.

Section IV

Elementary teachers shall work without students in attendance on the last three (3) days of the last week of school.

Article 3031- Parent Conferences

Conferences shall be offered to the parents or guardian of each student in the kindergarten through fifth grades.

A maximum of eight (8) conferences will be scheduled on any single half-day. These conferences will be scheduled in consecutive half hour blocks beginning thirty (30) minutes after student dismissal for 1st-5th grade teachers and shall include one (1) thirty (30) minute break.

1st-5th grade teachers with more than twenty-four (24) students in their class, and all kindergarten teachers with more than twenty-four (24) students in a section, will be provided with one evening to conduct parent conferences. Kindergarten teachers who teach two sections per day shall receive an additional paid evening session to conduct parent conferences. The evening will be designated by the principal after obtaining input from the teachers involved. Teachers who conduct parent conferences on the designated evening shall receive a stipend of .0025 of that year's base salary. Math and Reading Resource Teachers and English as a Second Language (ESL) Teachers, who attend an evening conference of a teacher with more than twenty-four (24) students in their class shall receive a stipend of .0025 of that year's base salary for one (1) evening's conferences.

Teachers have the option of rescheduling parent conferences with the agreement of the building principal and parents involved, and are not obligated to conduct conferences on the designated evening as long as they are able to fulfill their obligation to confer with the parents of students in their classes.

Teachers of extended resource children (K- 5) and Speech and Language Teachers (K- 5) shall have up to two (2) half days for parent conferencing and writing IEP's. These days shall be scheduled in consultation with the principal.

Article- 3032-- Work Day

Section I

The work day will be 7 hours in grades K-12.

Goal: Late schools will continue to dismiss by 4:00 P.M.

Eight hours of paraprofessional aide time per day will continue to be provided for each elementary building for the purpose of supervision of non-instructional activities (Example: escorting students from lunch/supervising recess).

As building committees, such as site-based committees, develop alternative plans or schedules for use within the construct of the seven (7) hour day, the Association and the Superintendent will work cooperatively on any modification of contract language.

Section II

A. Each teacher will be given a duty-free lunch period and a duty free preparation period.

B. All other non-instructional time will be considered professional time as defined in Section III.

C. The high school work day will consist of:

- a. a minimum of a 40 minute lunch,
- b. a contiguous planning period equivalent to one instructional block,
- c. an administrative assignment includes study hall supervision and Professional Collaboration.
 1. A standard study hall supervision administrative assignment will be 4.5 blocks over a ten-day cycle.
 2. A standard professional collaboration administrative assignment will be .5 blocks over a ten-day cycle.
 3. These assignments will be assigned on days when the teacher teaches 2 or 2.5 blocks. Administrative assignments will not require any lesson planning or grading of student work.
- d. Teachers who teach 28 or more blocks over a ten-day cycle will be exempt from 50% of study hall supervision administrative assignments.
- e. All other non-instructional time will be considered professional time as defined in Section III.

Section III

Professional time shall consist of teacher driven initiatives such as collaboration, co-planning, addressing student needs, collegial learning circles, peer observations and other professional duties.

Article 3033 - Meetings

Section I **Required Monthly Meetings**

Faculty and Curriculum Meetings

Whenever possible, these meetings will continue to be scheduled on the first and second Wednesday of the month. However, these days may be changed upon mutual consent of the Building Principal and the WTA Building Representatives. When a curriculum supervisor has two or more departments, the curriculum supervisor shall designate a day other than Friday for regularly scheduled meetings. The District and the Association recognize that professional time is important and 75 minutes should be used as the guideline (standard) from the mutually agreed start time of the meeting. The 75-minute guideline (standard) may be altered by mutual agreement between the Building Principal and the WTA Building Representatives.

Section II **Required Yearly Meetings**

The number of superintendent's conference days will be established per Article 3030, Section I. Combined opening day District and building meetings will not extend beyond 3.5 hours from the start of the day. The remaining time is Professional Time as defined in Article 3032 Section III. Additional Superintendent's Days may be established by the State Department of Education for the purpose of test correction which would replace instructional days. The conference days will be within the 7 hour work day. By mutual agreement of the Association and the District, staggered start times may be used for certain conference day activities. Conference days will be jointly planned by administrative and teacher leadership. The agendas will focus on issues related to the improvement of instruction as well as activities that promote professional collaboration and communication. These meetings may be by the entire district, by school, by district grade level, by grade, by department or other combination as needed.

Section III

a) Meetings between a teacher and supervisor will be scheduled at a time that is convenient to both persons.

b) It is acknowledged that it is the teacher's professional responsibility to attend/participate in meetings scheduled with parents. These meetings will be scheduled in a timely manner at a time mutually convenient for the teacher and parent

Article 3040 - Health, Safety and Environment

Section I

The Superintendent of Schools and the President of the Association will establish a joint Health, Safety and Environment Committee to manage and ensure that joint interests are met regarding health, safety and environment issues.

The Committee shall:

- 1) Align the Committee scope and responsibility and membership with NYSED safety regulations
- 2) Establish criteria and processes for managing responses to safety concerns.
- 3) Evaluate unusual situations where the ratio of students to staff and /or adult supervisors is large (e.g., vocal music, bus loading, technology).
- 4) The goal of the Committee is to provide a safe and healthy environment for students & staff.
- 5) The Committee will make recommendations to the Superintendent and the Association President for their consideration regarding the health, safety and environment issues.

Section II

The District recognizes that adequate conditions and facilities are necessary if the teacher is to do the most efficient possible job. The District shall make every reasonable effort to provide conditions that will effectively aid the teaching and learning processes. The Association recognizes the responsibilities of the District for the maintenance of Facilities under sections 1709 and 1804 of the Education Law, and the limitations of these sections. Where efficient teaching and learning are likely to be impaired by adherence to the minimum standards set forth under Sections 1709 and 1804 of the State Education Law, the District agrees to make every reasonable and timely effort to provide facilities and conditions beyond the minimum to the extent that efficient teaching and learning shall be able to take place.

It is understood that Section II of this Article shall be subject to grievance by either an individual or the Association only under the procedures outlined in Article 6010 of this Contract, and shall not be subject to review or determination under Article 6020 of this contract.

Section III - Building Facilities

Changes in enrollment, reconstruction and construction of facilities, will from time to time vary the quality and quantity of available space. Within these limits, the District will make every reasonable effort to furnish adequate parking, storage, lounge, rest, and dining space and facilities.

The District further agrees to maintain adequate typing, duplicating, and communications facilities for teachers in each building and to continue to provide properly lighted, heated, and ventilated rooms and buildings.

The Association will cooperate by accommodating to District facilities in all reasonable ways.

Article 3070 -- Professional Practices Committee

Section I – Definition

PPC provides a system for weighting district instructional needs for priority setting (e.g. SED mandates, BOE initiatives...) and a system for balancing and allocating special contractual funds ear-marked to professional instructional endeavors. The PPC Charter defines the name, guiding principles, mission, history, participants / membership, responsibilities, parameters, functioning guidelines, expectations, accountability, connectedness, and evaluation. The PPC has the right to amend or repeal the provisions of the Charter, or to restrict the rights of members to amend the provisions set forth within it. Actions of this nature require consensus of the committee members with the approval of the Superintendent and WTA President.

Section II – Teacher Co-Chairperson of PPC

The Teacher Co-chair of the Professional Practices Committee will receive a .2 FTE release or a \$4,000 stipend for a given academic year. The President of WTA, the Superintendent of Schools and the Teacher Co-chair will jointly agree as to the option that best serves the collective interest.

Article 4010 -- Teacher Evaluation/Observation

Section I – Purpose

The primary purpose of teacher evaluation/observation is the continued improvement of instruction. The District and the Association agree to jointly revise and update the Annual Professional Performance Review (APPR).

Section II - Classroom Observation

A non-tenured teacher shall have 3 traditional observations per year. At least one observation shall be completed within the first semester of each year. In the final year of probation, with administrative approval, the third observation may be replaced with an observation experience from the Option List below.

A tenured teacher will have one observation experience each year from the Option List below.

The selected option must be completed and submitted by June 1.
Option List as defined in the APPR:

- Traditional Administrative Observation (at least once (1) every three (3) years)
- Peer Observation
- Collegial Circles
- Action Research
- Other professional growth experiences mutually agreed upon by supervisors and staff members. Examples include, but are not limited to, video analysis of teaching, study groups, weekly journal writing, and multiple observations of colleagues. Teachers are encouraged to work with Administration to create opportunities.

The parties agree that it may sometimes be necessary to observe certain teachers more frequently than indicated above. In the event that a teacher is to be observed more often than the specified frequency, the teacher and the WTA President will be so advised. Within ten school days of the notice the Building Principal and teacher will schedule a conference to develop a plan to improve instruction and teacher performance. For purposes of this section, a classroom visit by an administrator that does not result in an evaluative report or other written record shall not be considered an observation.

A conference shall be held between the teacher and the observer or observers within ten (10) school days following each observation. Following such a conference, the written observation report pertaining to the observation will be provided to the teacher within ten (10) school days. Within ten (10) school days of receipt of the observation report either the teacher or the observer may request a conference to discuss the written observation report. If a conference is requested by either party, such conference shall be held within ten (10) school days of the request. No written observation report of classroom observations shall be filed in a personnel folder until the teacher has the opportunity to acknowledge the observation report by affixing his or her signature. A copy of this observation report will be given to the teacher.

Section III - Annual Evaluation

The purpose of the annual evaluation is to discuss the staff member's performance over the past year, to review job targets and goals for the current year and to identify goals for the coming year, as outlined in the APPR. The annual evaluation of each teacher shall be in writing and must be preceded by the required number of observations as outlined in Section II above. . The annual written evaluation shall be submitted to the teacher. No written annual evaluation shall be placed in a personnel folder until the teacher has the opportunity to acknowledge the evaluation by affixing his or her signature. The annual written evaluation shall be submitted to the teacher within ten (10) days of the evaluation conference and before the end of the school year.

Section IV – Acknowledgement of Written Documents

Teachers shall have twenty working days from receipt of a copy of a written observation, annual written evaluation or written incident report to sign the material. No other evaluative material shall be placed in a teacher's file without the teacher's knowledge. Teachers have the right to respond to all evaluative material and to have the response placed in the file. If a teacher refuses to sign a written observation, annual written evaluation or written incident report after the twenty day period, the evaluator will resubmit the document to the teacher for signature in the presence of a third person. After this, it may be placed in the teacher's file, even though it is unsigned.

Section V - Personnel Folders

Each teacher upon reasonable notice shall have the right to inspect and make copies of all materials in his or her personnel folders, except confidential letters of recommendation and official transcripts.

Article 4020 -- Class Size and Teacher Load

Section I

It is in the best interest of students, teachers and the District to maximize the ability of teachers and students to interact. Class size is recognized as being an important factor in providing quality education. It is also recognized that other factors may be of equal or greater importance (e.g. safety), depending on choices available in any specific situation. The guidelines below are established by the District and the Association as class size and teaching load objectives toward which the District should strive. The District agrees to continue to work toward the class sizes and teaching loads as set forth herein, with the understanding that in specific instances it may be necessary or even desirable to maintain classes larger or smaller than stated averages. It is understood that exceptions will be necessary due to unusual circumstances, budget limitations, and/or availability of staff.

Class size numbers are as follows:

<u>Grade</u>	
1 – 3	25
4 – 5	26
6-8	130
9– 12	130

Should a primary class exceed the class size limit after the first week in December, contractual language for aide support will be utilized.

Should intermediate classes exceed the class size limit after the first week in February, contractual language for aide support will be utilized.

Section II - Elementary School Class Size

A. Average Class Size

- 1. Kindergarten.....25 students per class
- 2. Grades 1-5 Classroom -- Art, Music, P.E...27 students per class

B. When all kindergarten class size averages in a specific elementary school reach 25 students, the enrollment of one additional student will require an improvement of the school's kindergarten adult/student ratio. Such improvement may include the hiring of a part time teacher, or the hiring of a teacher aide/assistant, for at least 7 hours per day. Such determination shall be at the discretion of the Superintendent, or his/her designee, after consultation with the affected teachers.

C. When all grades 1, 2 or 3 (respectively) class size averages in a specific elementary school reach the maximum number of students specified in the class size numbers above, the enrollment of one additional student at a grade level will require an improvement of the impacted grade level's adult/student ratio. Such improvement may include the hiring of a full time teacher, or the hiring of teacher aides/assistants, for at least 14 hours per day. Such determination shall be at the discretion of the Superintendent, or his/her designee, after consultation with the affected teachers.

D. When all grade 4 - 5 (respectively) class size averages in a specific elementary school reach the maximum number of students specified in the class size numbers above, the enrollment of one additional student at a grade level will require an improvement of the impacted grade level's adult/student ratio. Such improvement may include the hiring of a full time teacher, or the hiring of teacher aides/assistants, for at least 14 hours per day. Such determination shall be at the discretion of the Superintendent, or his/her designee, after consultation with the affected teachers.

E. In elementary schools efforts will be made to equate the work load of art, music and physical education teachers with that of other teachers in the same subject area of the District's other elementary schools.

The attempt will be made to assure that the work load of a specific teacher will not deviate by more than 10 percent from the average workload of all other teachers performing a similar job.

F. When an elementary school site's opening total enrollment exceeds 550 (K - 5 school) students, the impacted site will require improvement of the school's adult student ratio in general music, physical education and art. Such improvement may include the hiring of one full time teacher, or the hiring of teacher aides/assistants, for at least 14 hours per day. Such determination shall be at the discretion of the Superintendent, or his/her designee, after consultation with the affected teachers.

Section III - Middle and High School Class Size

A. Average Class Size

1. Middle and high school average class size in the subject areas listed below will be as specified in the class size numbers in Section I above (26 students per class):

Art	Family and Consumer Sciences (FACS)
Business	Math
English	Science
Second Languages	Social Studies
Health	Technology

2. Middle and high school average class size for music instruction will be as specified in the class size numbers in Section I above (26 students per class). Band, chorus, orchestra and lesson groups will not be affected by this average.

B. The total number of daily periods of instruction for middle and high school teachers listed in III (A-1) above should not exceed five per day or 25 per week, plus one administrative assignment per day or five administrative assignments per week. A teacher may volunteer for more periods of instruction in lieu of an administrative assignment.

Science teachers teaching a course which includes a regularly scheduled lab can be assigned up to 28 periods per week (inclusive of labs).

Middle School Science Teachers teaching Living Environment (8th grade accelerated science with a lab component) course will receive .1 of their NTS if five (5) sections are taught.

C. The daily load for the secondary teachers listed in III (A-1) above shall not exceed 130 students.

D. Middle and high school physical education teachers will be scheduled to an average of 27.5 regular physical education classes per week. Additional periods per week in legal make-ups, remediation and/or interest center sports may be scheduled at the discretion of the building principal to bring secondary school physical education teachers' weekly assignment up to 30 periods. Middle and high school physical education teachers can voluntarily opt for regular physical education classes in lieu of those indicated in the second sentence above.

E. The total student load for each middle and high school physical education teacher will not exceed 300 students. The 300 student load is the total number of students that a secondary school physical education teacher may teach in consecutive "A" and "B" days.

F. Administrative Assignments

Administrative assignments for grades 6-8 will remain as has been the practice; 5 blocks over 10 days.

G. The offering of electives has, in some instances, necessitated some teachers having more than 3 preparations daily; however, in an effort to maximize teacher effectiveness, the District will make every effort to limit the teacher preparations to 3 when they instruct 5 classes.

H. The total number of daily periods for instruction for secondary school Special Education, Speech and ESL teachers should not exceed 5 periods per day or 25 periods per week. In addition, 1 period per day or 5 periods per week will be scheduled for conferences with staff regarding the educational needs of their assigned students.

I. The total number of daily periods of instruction for secondary school reading teachers should not exceed 5 periods per day or 25 periods per week. A reading teacher may volunteer for more periods of instruction in lieu of an administrative assignment.

Section IV – Safety

A. All teachers are encouraged to report any conditions that they deem to be unsafe. These conditions may arise from class size, teacher load or undesirable facilities. Building principals will work very closely with teachers to correct any unsafe condition that may exist.

B. In the process of optimizing resources to provide a quality education for all students, there may be on occasion, a disagreement as to what is an unsafe condition. Should this occur, the parties (teacher or teachers involved and building principal) shall seek the services of an outside authority mutually selected to aid in the resolution of the situation. The recommendation will be made to the Superintendent who will make the final decision.

Article 5000 – Seniority

Seniority is defined as length of continuous service inclusive of approved leaves under Article 8005, Section II and Article 8045 of this Contract with the District. A teacher granted a leave other than previously referenced shall not accrue seniority while on leave, but will retain all seniority previously accrued upon returning to employment with the District.

Article 5010 -- Vacancies

The Superintendent shall make known to the staff all professional vacancies which are to be filled by posting a notice of these in the main office of each building within ten (10) calendar days after knowledge of such vacancy.

Teachers who desire to be notified of any professional vacancies which occur during the summer may leave with the District Personnel Office self-addressed stamped envelopes by which she/he will be notified within ten (10) calendar days.

No recommendation to fill a vacancy will be made within ten (10) calendar days of the date that the notification is posted, unless the vacancy occurs during the month of August.

Applicants from the incumbent staff shall be given first consideration for any openings.

Article 5020 -- Transfers Within the System

Section I

Voluntary and involuntary transfers shall not be made to vacancies which occur unless such a change is determined to be in the best interest of the pupils concerned. This determination shall be made by the Superintendent's designee.

Any transfer within the District (voluntary or involuntary) shall be made with due regard to, but not limited to, qualifications and seniority.

Probationary teachers will not be transferred without prior consultation between the teacher, affected principals, the Association President and the Superintendent's designee.

Section II

The Superintendent's designee will prepare an "opportunities for transfer list" which will be posted in all school buildings not earlier than April 1 or later than May 1. The Superintendent's designee will prepare a unit survey transfer form and forward it to all unit members within five (5) school days of the posting of the "opportunities for transfer list". Unit members, if interested, must respond within ten (10) school days of receipt of the survey. A compilation of the survey response will be forwarded to the Association President within five (5) school days of the survey closing date.

The Superintendent's designee will notify the Association President in writing of opportunities for transfer occurring after the posting described above.

Section III - Voluntary and Involuntary Transfers

Step 1 Review - The Superintendent's designee will consider survey responses before making any voluntary or involuntary transfer.

Step 2 Notification - A unit member will be notified in writing by the Superintendent's designee of a voluntary or involuntary transfer. If the transfer is involuntary, the Superintendent's designee will offer the opportunity to meet with the unit member to discuss the transfer. The meeting, if requested, will occur within ten (10) work days of the notification.

Step 3 Appeal - Within five (5) school days of the Superintendent's designee decision, if a unit member objects to the transfer, the unit member may select either of the following options:

- (1) Request to meet with the Superintendent to discuss the matter. The Superintendent shall set a date for such a meeting within ten (10) school days of the request. A representative of the Association may attend this meeting if requested by the teacher involved.
- (2) Submit to the Superintendent a written appeal stating the reasons why his/her preferred assignment would be in the interests of the pupils affected including specific consideration of the teacher's qualifications and seniority compared to the teacher or teachers who would be affected by granting the teacher's preference.

The Superintendent will render a decision in writing within ten (10) school days following the meeting or the receipt of the written appeal.

Section IV

When a teacher is notified of a transfer to a different building and assignment after the last day of school, but prior to September 15, the District shall provide the teacher with three (3) days work to be scheduled by the District and the Teacher. Such scheduling, when possible, shall be prior to the teacher's assumption of the new assignment. It is understood that such days may be teaching days, in which event no additional compensation shall be due and owing the teacher.

This section does not apply to teachers transferred as a result of reorganization and/or school closing(s).

Article 5025 - Reassignments within an Elementary School Building

The District will notify elementary teachers of any known involuntary reassignment from one grade level to another by May 1 of each school year and provide the affected teacher with the opportunity to discuss the reassignment with the building principal or other appropriate administrator who has been designated by the building principal. This provision shall not preclude the District from making reassignments of elementary teachers after May 1.

Article 5030 -- Lay-off and Recall Procedures

Section I

In the event that a reduction in staff shall become necessary, teacher lay-offs and recall shall be made in accordance with applicable provisions of Education Law, the Rules of the Board of Regents, and Commissioner's Regulations and Decisions.

Section II

Before any position is filled by a person with no seniority in the District, teachers with seniority and appropriate certification shall be given the opportunity to take the position.

Section III

At least ninety (90) days before any proposed lay-off is to be instituted, the District will notify the Association.

Section IV

The redistribution of any staff caused by a lay-off shall be made within the limits provided by law, Commissioner's Regulations, and sound educational policy. Before any lay-off of tenured teachers, an attempt shall be made to place them in a position in which they may perform satisfactorily. The opportunity to work for a required certificate may be permitted under this lay-off provision.

Section V

In the event an action of the District under this Article is reviewed by an arbitrator pursuant to the contractual grievance procedure of Article 6020, the arbitrator's decision shall be subject to further review by the courts for error in fact or in law.

Article 5040 -- Summer and Evening School Staffing

Section I

All courses of study offered during summer school or evening school which grant unit points or credit toward a high school diploma shall be taught by certified teachers whenever possible.

Section II

Incumbent teachers shall be given first consideration for filling such positions.

The procedure for notification of vacancies shall be the same as those set forth in Article 5010.

Article 5050 -- Regular Substitute

A Regular Substitute is defined as a teacher who is employed by the District to take the place of a teacher who is on Board-approved leave of absence. Appointment as a Regular Substitute for a teacher who is on Board-approved leave of absence will be effective from the first working day of the approved leave.

Only certified teachers will be hired as Regular Substitutes. If no certified teachers can be found after a reasonable effort, the District may ask for a waiver from the State Education Department, Bureau of Teacher Education and Certification. A Regular Substitute will initially be placed on salary in the same manner as a probationary teacher. In order to receive benefits under Article 8010, the regular substitute must be appointed to a term of service starting no later than October 1 of a school year and lasting until the end of that school year. A regular substitute will receive any other fringe benefits provided to probationary teachers. All benefits provided will be on a pro-rated basis.

A per diem substitute with appropriate certification who works sixteen (16) consecutive days or more in the same assignment will be appointed as a Regular Substitute effective on the sixteenth (16th) working day. The term consecutive will not prevent a substitute from being absent for reasons of personal illness, family death, or a single day return of the regular teacher.

All other full-time teachers shall be appointed to a probationary contract.

Article 5055 -- Building Principal Coverage

In the event an elementary building principal and assistant principal are absent from the job for a full day for medical or personal reasons, the District will supply a substitute for the period of his or her absence.

If a teacher who has regular classroom responsibilities is asked to serve as a substitute for the administrator, a substitute will be employed to assume the classroom responsibilities of the teacher.

Article 5060 -- Part-Time Teachers

Section I

All part-time teachers shall be hired with an agreement pro-rated to the amount that he or she would receive if placed correctly on the salary schedule as full-time teachers. Such placement shall be by agreement between the teacher and the District. Only certified teachers will be hired. However, if certified teachers are not available, after reasonable efforts have been exhausted, then the District may employ non-certified personnel.

Section II

All fringe benefits, unless otherwise noted in this contract, will be pro-rated for all part-time teachers.

Section III

If part time teachers are subsequently employed on a full-time basis, they will receive the Normal Teaching Salary which was used to prorate their part-time salary. When a part-time teacher is reemployed by the District with no more than a one-year break in service, such part-time service shall be credited as a full year of service for salary advancement, apart from the five-year limitation provided in Article 7010, Section I. E Time spent on a Board-approved leave shall not be counted in computing a break in service.

Article 5070 -- Traveling Teachers

Section I

Teachers assigned to more than one school during a school day shall have at least twenty minutes for travel time in their schedules that day for each change of buildings in lieu of an Administrative Assignment. Full-time traveling teachers will also receive a lunch and preparation period.

Section II

The District will reimburse traveling teachers for mileage at the prevailing IRS rate.

Article 6010 -- Grievance Procedure -- Non-Contractual Grievance

The purposes of this procedure are: to ensure a uniform method for promptly and fairly settling grievances without coercion, interference, restraint, discrimination or reprisal; and to assure fair and equitable treatment of teachers pursuant to established rules, regulations and policies (written or unwritten) under which the teacher works.

The provisions of this procedure shall be *liberally construed for the accomplishment of these purposes*.

Nothing herein is intended to displace mutual discussion of problems outside of this procedure.

Once a grievance is submitted under Article 6010, it may not be resubmitted under Article 6020.

This procedure is to be known as the *Fair Treatment Procedure*.

Definitions

- 1. Grievance or Fair Treatment Claim** means any claimed unfair treatment arising from:
 - a. any violation, misinterpretation or inequitable application of, or dissatisfaction with, any existing laws, rules, regulations, and policies (written or unwritten), that relate to or involve one or more employees in the exercise of assigned duties.
 - b. lack of effective regulations and policies.
 - c. arbitrary, capricious, or offensive conduct of one employee toward another.

2. **Aggrieved party** means one or more teacher(s) having the same grievance and/or the Association¹
3. **Instructional staff member** means any teacher(s) whose position(s) requires certification by the State Education Department.
4. **Administrator** means any employee responsible for exercising any degree of supervision or authority over another employee:
 - a. Superintendent means the Superintendent of Schools.
 - b. Immediate supervisor means the administrator to whom an employee is directly responsible as outlined in the District job descriptions on file in each building. An employee may be responsible to more than one Administrator depending on the work being done.
5. **Non-instructional staff member** means any employee(s) not covered by the above classifications.
6. **Representative** means the person or persons designated by an aggrieved to accompany him/her or act as his/her counsel.
7. **Reasonable promptness** means action taken within specified time limits or beyond specified time limits with the consent of parties concerned or when obviously dictated by circumstances.
8. **Working day** will normally mean Monday through Friday, excluding State or National holidays. However, recognizing the diversity of actual assigned working days among the employees of the District, the term shall be interpreted, in each instance, so as to avoid unnecessary hardship or inconvenience to any individual, insofar as possible, consistent with reasonable promptness in the settlement of a Grievance. The Superintendent shall be the arbiter of the **term** "working day" in case questions of interpretation should arise.
9. **Association** means Webster Teachers Association.

BASIC PRINCIPLES

1. It is the purpose of this Fair Treatment Procedure to encourage a resolution of a grievance at the earliest possible stage.
2. A teacher or group of teachers, shall have the right and is encouraged to present Fair Treatment Claims in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

¹ The Association is limited to filing grievances under Article 6020 (contractual grievances) only, with the exception of Section II of Article 3040.

3. The responsible administrator shall make arrangements for aggrieved person(s) to be excused from duty without loss of pay if and when events pertaining to the Fair Treatment Procedure are being carried on during school time.
4. Teacher(s) shall have the right to be accompanied at any stage of the procedures by any person or reasonable number of persons of his/her choice.
5. Each party to a Fair Treatment Claim shall have access to all written statements and records that are to be used in settling the case. Upon resolution of said claim, all supporting documents shall be returned to the appropriate files.
6. All hearings and findings shall be confidential, with the exception of Section II of Article 3040.
7. It shall be the responsibility of the Superintendent to take such steps and issue such regulations as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each Fair Treatment Claim presented to him/her and make a determination within the time specified in these procedures, consistent with the authority delegated to him/her.

PROCEDURES

Stage I - Informal

1. The aggrieved party(s) should orally or in writing present the Fair Treatment Claim to the immediate supervisor who shall orally and informally discuss the claim with the aggrieved and make any investigations that appear necessary. The immediate supervisor shall render his/her determination orally or in writing or propose further informal action to the aggrieved within five (5) working days after the claim has been presented to him/her. Each party concerned shall have the right to enlist the aid of administrators in resolving said claim orally and informally. If such claim is not satisfactorily resolved with reasonable promptness at this stage, the aggrieved may proceed to Stage II.
2. There may be unusual circumstances in which an aggrieved party may feel unable to make the initial presentation of a claim to his/her immediate supervisor. In such cases the claim may be initially presented to an administrator who shall proceed as above with due notice to the immediate supervisor to whom the initial presentation would routinely be made.

Stage II - Superintendent

1. Within five (5) working days after a determination has been made at the Informal Stage, or in case of unreasonable delay, the aggrieved party may make a written request to the Superintendent for a Formal Stage proceeding.
2. The Superintendent shall then immediately notify all parties concerned, including the aggrieved party, immediate supervisor and any other administrator previously participating in a determination in the case to submit written statements to him/her within five (5) working days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered and the basis therefore.

- a. If more information is needed to help in the determination of the case, conferences may be held individually with the parties involved.
 - b. If the Superintendent considers a hearing to be desirable, he/she shall notify all parties concerned in the case of the time and place when a hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case.
 - c. Such conferences or hearings shall be held within five (5) working days of receipt of the written statements pursuant to paragraph 2.
3. The Superintendent shall render his/her determination within ten (10) working days after the written statement pursuant to paragraph 2 has been presented to him/her and promptly notify all parties concerned of his/her determination.
 4. If the grievance is not satisfactorily resolved at this stage, the case may proceed to Stage III.

Stage III - Board of Education

In the event the case is brought to Stage III, all written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent for formal presentation to the Board of Education at its next regular meeting. If the case is considered sufficiently urgent by the President of the Board of Education, a special meeting of the Board of Education may be called for the purpose of considering the case. Any of the parties concerned may make a written statement or oral statement, under oath, before the Board of Education. If the aggrieved party requests an oral statement before the Board of Education, the Superintendent and the President of the Association will agree on the amount of time for such statement; if they are not able to agree, the aggrieved party may make an oral statement for a period of time not to exceed 45 minutes. It is understood that the aggrieved party does not have the right to call witnesses or present other persons to make statements at this point in the proceedings.

The Board of Education shall then consider these statements and either make a final determination of the case on the record within thirty days or hold a hearing in accordance with procedures outlined below before making its final determination. If the Board holds a hearing, it shall render a final decision within thirty days of the conclusion of the hearing.

If the Board of Education determines to hold a hearing the hearing shall be held either by the Board as a whole or by a committee of the Board as the Board shall determine, provided however that a vote of a majority of all members of the Board shall be necessary to decide the case. The report of any committee holding such hearing shall be subject to final action of the Board and each member of the Board shall be provided with the testimony and evidence of the case before voting. The Board may reject, confirm, or modify the conclusions of the committee, and the decision of the Board shall be final. In all such hearings, testimony shall be taken under oath, which the President of the Board or chairman of the committee of the Board conducting the hearing or any member of the Board of Trustees is hereby authorized to administer. Each party may call witness to appear and testify on its behalf and all witnesses shall be subject to cross examination.

Article 6020 -- Grievance Procedure - Contractual Grievance

Problem-Solving/Pre Stage I Process: Unique/direct solutions at the site level (building, department, grades) can be considered without precedent or practice for any other site or person and with appropriate waivers. Such waivers would be for one year and renewable yearly by written consent of appropriate District/Association parties. The Superintendent/President will review any such solutions for compliance with State Law, State Regulations and the Contract. Issues that are of a grievance in nature will be moved to the Superintendent/President for review and possible resolution. Such resolution will be presented to the aggrieved person(s) within five working days. If accepted, the solution represents a resolution to the potential grievance. If the proposed resolution is rejected by the aggrieved person(s), all rights described by Articles 6010 and 6020 shall be in place and uncompromised.

Should a variance occur or become known to the Association or the District that would require a waiver, it shall immediately be shared with the other party to this Agreement. If this were to happen, the failure to request a waiver from the Superintendent and Association president shall not be construed as precedent, practice or acquiescence by the District or the Association.

In order to be subject to the procedure specified herein, a grievance must be based on a claim of breach of one or more specific terms or conditions of this contract. The definitions numbered 2 through 9 set forth in Article 6010 of this contract shall be applicable herein.

Once a Grievance is submitted under Article 6020, it may not be re-submitted under Article 6010.

The following Articles are not fully grievable.

1. Article 2010, Academic Freedom - Grievances, other than those arising under the provisions of Regulation 6125, shall be processed through Stage II of the contractual grievance procedure (Article 6020).

If the grievance is not satisfactorily resolved at this stage, the case may be presented to the Board of Education. The Board of Education shall render its determination within fourteen (14) calendar days after presentation and promptly notify all parties concerned of its determination. This determination of the Board shall be final.

2. Article 2060, Termination Procedure, Section V - Termination procedures which apply to the first two years of probationary employment will be subject to grievance only for procedural reasons. During the third year of probationary employment, termination will be subject to grievance both for procedural and substantive reasons.

3. Article 3040, Condition and Use of Facilities - Section I of this Article shall be subject to grievance by either an individual or the Association only under the procedures outlined in Article 6010 of the contract, and shall not be subject to review or determination under Article 6020 of this contract.

PROCEDURES

Stage I - Informal

1. The aggrieved party should orally or in writing present the alleged Contractual Grievance to the immediate supervisor within forty (40) working days after the alleged grievance, who shall orally and informally discuss the claim with the aggrieved party and make any investigations that appear necessary. The immediate supervisor shall render his/her determination orally or in writing or propose further informal action to the aggrieved within five working days after the claim has been presented to him/her. Each party concerned shall have the right to enlist the aid of supervisors/administrators in resolving said claim orally and informally. If such claim is not satisfactorily resolved with reasonable promptness at this stage, the aggrieved may proceed to Stage II.
2. There may be unusual circumstances in which an aggrieved party may feel unable to make the initial presentation of a claim to his/her immediate supervisor. In such cases the claim may be initially presented to a supervisor/administrator who shall proceed as above with due notice to the immediate supervisor to whom the initial presentation would routinely be made.
3. Class Action grievances are to be presented to the Chief Human Resource Officer.

Stage II - Formal

1. Within five (5) working days after a determination has been made at the Informal Stage, or in case of unreasonable delay, the aggrieved party may make a written request to the Superintendent for a Formal Stage proceeding.
2. The Superintendent shall then immediately notify all parties concerned, including the aggrieved party, immediate supervisor and any other administrator previously participating in a determination in the case to submit written statements to her/him within five (5) working days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered and the basis therefore.
 - a. If more information is needed to help in the determination of the case, conferences may be held individually with the parties involved.
 - b. If the Superintendent considers a hearing to be desirable, he/she shall notify all parties concerned in the case of the time and place when a hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case.
 - c. Such conferences or hearings shall be held within five (5) working days of receipt of the written statements pursuant to paragraph 2.
3. The Superintendent shall render his/her determination within ten (10) working days after the written statement pursuant to paragraph 2 has been presented to him/her and promptly notify all parties concerned of his/her determination.
4. If the grievance is not satisfactorily resolved at this stage, the case may proceed to Stage III.

Stage III - Arbitration

1. If the teacher and/or Association are not satisfied with the decision at Stage II, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) working days of the decision at Stage II.
2. Within five (5) working days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) working days from the date of the close of the hearing or, if oral hearing has been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this Agreement.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The costs of the services of the arbitrator, including expenses (if any) will be borne equally by the District and the Association or individual.

Article 7010 -- Basic Salary Structure

The normal teaching salary shall be determined as outlined in this Article.

Section I

- A. Base starting salary for the 2008-09 school year shall be \$38,079.
- B. Base starting salary for the 2009-10 school year shall be \$38,841.
- C. Base starting salary for the 2010-11 school year shall be \$39,618.
- D. Base starting salary for the 2011-12 school year shall be \$40,410
- E. New hires will be given at least the minimum salary stated above plus District-approved hours and degrees.
- F. New hires with experience previous to their employment in the District will receive credit equivalent to that earned within the District for each of their first five years of experience.

“Experience” means public school experience as a teacher, and includes previous employment as a teacher in the District. (Salary credit for certain previous part-time service in the District is determined pursuant to Article 5060, Section III). The District may give additional credit for years of experience in excess of five, or may credit other experience, in its discretion.

In calculating years of experience, part time service out of the District shall be determined by adding the fractional service for each year to obtain a sum total. Service of less than 1/10th shall be ignored. If the sum includes a fraction of 1/2 or greater, it shall be rounded up to the next whole year of experience. If the sum includes a fraction less than 1/2, it shall be rounded down to the next whole year of experience.

In calculating years of experience, part-time service in the District shall be treated as full time experience in calculating years of experience under this provision. Service of less than 1/10th shall be ignored.

Section II

A. Normal Teaching Salary for returning teachers shall be increased as follows:

2008-09: 3.95% + a flat dollar amount as per agreed upon schedule.
2009-10: 4.2%
2010-11: 3.95% + a flat dollar amount as per agreed upon schedule.
2011-12: 4.2% .

2008-2009 SALARY AGREEMENT

(Based on 07-08 Salary)

0 - \$41,000	3.95 + \$197
\$41,001 - \$46,000	3.95 + \$213
\$46,001 - \$48,000	3.95 + \$223
\$48,001 - \$50,000	3.95 + \$243
\$50,001 - \$56,000	3.95 + \$273
\$56,001 - \$61,000	3.95 + \$303
\$61,001 - \$66,000	3.95 + \$323
\$66,001 - \$70,000	3.95 + \$343
\$70,001 - \$75,000	3.95 + \$363
\$75,001 - \$83,000	3.95 + \$393
\$83,001 +	3.95 + \$423

2010 – 2011 SALARY AGREEMENT

(Based on 09-10 Salary)

0 - \$43,000	3.95 + \$209
\$43,001 - \$48,000	3.95 + \$225
\$48,001 - \$50,000	3.95 + \$235
\$50,001 - \$52,000	3.95 + \$255
\$52,001 - \$59,000	3.95 + \$285
\$59,001 - \$64,000	3.95 + \$315
\$64,001 - \$69,000	3.95 + \$335
\$69,001 - \$73,000	3.95 + \$355
\$73,001 - \$78,000	3.95 + \$375
\$78,001 - \$88,000	3.95 + \$405
\$88,001 +	3.95 + \$435

B. For the duration of this contract, any earned "payments added to schedule", as specified in Section III below, shall be added following the adjustment(s) made in Sections II- above.

C. Salary increases shall be prorated (proportionately to time worked) for part-time teachers, and new or returning teachers who work less than a full year.

D. Effective July 1, 1990, when a teacher returns from an unpaid leave or lay-off, his/her salary will be determined by starting with the teacher's Normal Teaching Salary on the last day worked before the leave commenced and adding to it the negotiated increase for the year in which he/she returns plus one-half of any negotiated increase the teacher missed while out on leave.

E. Effective for leaves granted by the Board on or after July 1, 1994, when a teacher returns from an unpaid leave with benefits under Article 8005, Section II, or a child care leave under Article 8007, Sections II and III, the Normal Teaching Salary upon return to service shall be determined by accounting for all negotiated increases during the period of such leave as though the teacher had been on a paid leave, such that the teacher receives the same Normal Teaching Salary as if she/he had not been absent on such leave.

F. Effective July 1, 1994, when a teacher returns from an unpaid leave without benefits under Article 8005, Section I, or from layoff, his/her salary will be determined by starting with the teacher's Normal Teaching Salary on the last day worked before the leave commenced and adding to it the following increases:

- * the negotiated increase for the year in which the teacher returns, plus
- * one half of any negotiated increase the teacher missed while out on leave or layoff, plus, in the case of a teacher returning from lay-off,
- * year in which the teacher was engaged 50 percent or more in public school teaching while on lay-off from the District.

Section III

A. Possession of a Master's Degree credited after July 1, 1988 adds \$700 to the teacher's Normal Teaching Salary.

B. Possession of a Doctor's Degree credited after July 1, 1988 adds \$950 to the teacher's Normal Teaching Salary.

C. In-service units will be paid as follows:

1. Prior approved in-service units will be paid at a rate of \$35.00 per approved unit beginning with the first payroll in December in the following school year.

2. All other in-service units will be paid at a rate of \$150.00 per approved unit. The \$150.00 is a one-time, bonus-type payment.

3. Effective June 30, 2000, in-service unit credits will no longer be accumulated for compensation.

All full and partial in-service unit credits earned prior to June 30, 2000, will be paid during the first payroll in December 2000, as continuing or onetime payment as specified when elected.

D. Approved academic graduate hours will be paid as follows:

1. Hours credited after July 1, 2002, will be added to the Normal Teaching Salary at the rate of \$60 per hour. The graduate hours will be paid beginning with the first payroll in December in the following school year.

2. Teachers with provisional certification (within their assigned tenure area) will have the yearly option to receive payment as outlined in (1) above or to be reimbursed for not more than six (6) graduate hours per year at the prevailing SUNY tuition rate. If this option is selected, any additional hours earned in the school year beyond the six eligible for tuition reimbursement will be paid through payroll in accordance with IRS regulations.

3. For payment to be reflected in the first payroll in December, transcripts or proof of request must be received by the District by October 1.

E. Possession of tenure adds \$500.00 to the teacher's Normal Teaching Salary.

F. Academic graduate hours represent credit granted by a college approved by the New York State Education Department. Courses taken and credits earned must receive approval of the Superintendent of Schools.

G. Committee for Evaluation of Professional Advancement (CEPA) credit earned through June 30, 2000 has been reflected in current Normal Teaching Salaries.

H. It is agreed that each teacher should be encouraged to develop a Professional Growth Program that is both beneficial and continuous. Therefore, any teacher may accumulate a maximum of ninety (90) hours of in-service training units and/or graduate hours. When teachers have reached the maximum of ninety (90) hours, they are restricted to a maximum of fifteen (15) hours of in-service training and/or graduate credit over any period of five (5) consecutive years that they teach in the system.

I. Teachers achieving National Board Certification will receive a one-time payment of \$1,000.00.

Article 7020 -- Extended Work Year and Summer Work Salary

Section I

Summer School: Salary notices for summer school will be issued no later than May 15th. These salary notices will be binding on the District except that the agreement may be terminated if the enrollment for the classes to be taught is less than 15 pupils per course. Members of the teaching unit shall be given preference for these positions.

Notwithstanding the above, no salaries will be paid if Summer School is not held.

Section II

Daily salary for summer work shall be 85% of 1/200th of that year's July 1st normal teaching salary. There shall be no different salary schedule for summer school. Differences in time allowed by law for elementary and secondary summer school days shall not affect salaries. Salaries for a secondary teacher with only one period of teaching shall be 40% of the summer school salary; with two periods, salary shall be 70% of the summer school salary.

In the event a Driver Education program is offered during the summer, each teacher shall be compensated at the following rates for each year of in-District experience teaching Driver Education:

1 - 3 years	\$18.00 per hour
4 - 6 years	\$20.00 per hour
7 years and beyond	\$22.00 per hour

This schedule of hourly rates shall not include a paid lunch period. Members of the bargaining unit will be given first consideration for these positions.

One day sick leave will be granted for each twenty (20) days of teaching, cumulative to a total of five (5) days.

Section III

Each full time Librarian will work five (5) additional days beyond the normal school year. Daily salary for summer work shall be paid at 1/200th of that year's July 1st contract salary. Social Workers, Psychologists and Counselors will be compensated at the same rate.

Section IV

Regarding Sections II and III above, the parties intend payment for all summer work performed after the close of the normal student school year to be calculated on the nearest July 1st rate.

For example, teachers working under the terms of this Article during the summer of 2000 would be compensated at the rates effective July 1, 2000. This rate would apply for those days worked after the close of the student school year in June but prior to the new (2000-01) fiscal year, as well as those summer work days occurring after July 1, 2000.

Article 7030 -- Helping Teachers, Team Leaders, High School Department Leaders and Secondary Multimedia Coordinators

Section I - Helping Teachers (Elementary and Middle)

Salary for the position of Helping Teachers shall be determined in the following manner:

- A. Normal Teaching Salary.
- B. .1063 of the applicable starting salary as specified in Article 7010, Section I for the first two years in the position and .147 of the applicable starting salary as specified in Article 7010, Section I for each year thereafter for the extra duties required.
- C. 1/200 of normal teaching salary per day for an additional twenty 20 days beyond the normal school year.
- D. A Middle School Helping Teacher will teach three (3) periods per day. In lieu of administrative assignment and through the release from teaching responsibilities two (2) periods per day, the Middle School Helping Teacher will perform position related responsibilities.
- E. Effective September 1, 1997, the District will have the right to assign the duties of bus loader, audio-visual coordinator, and computer coordinator to elementary helping teachers without paying an extra stipend. It is understood that the stipend will be paid if those duties are assigned to persons other than the elementary helping teacher.

Section II – Team Leaders

Salary for the position of Team Leader shall be determined in the following manner:

- A. Normal Teaching Salary
- B. \$1,324 for the first year in the position, \$1,482 for the second year in the position and \$1,679 for each year thereafter for the extra duties required.
- C. 1/200 of normal teaching salary per day for an additional ten (10) days beyond the normal year.

Section III - Secondary Multimedia Coordinators

Salary for the position of Secondary Multimedia Coordinator shall be determined in the following manner:

- A. Normal Teaching Salary.
- B. .092 of the applicable starting salary as specified in Article 7010, Section I per year for the extra duties required in the position.
- C. 1/200th of normal teaching salary per day for an additional fifteen (15) days beyond the normal school year. This includes ten (10) additional days for the position of Secondary Multimedia Coordinator and five (5) additional days as Librarian as per Article 7020, Section IV.

Section IV - High School Department Leader

Salary for the position of High School Department Leaders shall be determined in the following manner:

- A. Normal Teaching Salary
- B. .075 of the applicable starting salary as specified in Article 7010, Section I per year for the extra duties required.
- C. 1/200 of normal salary per day for an additional five (5) days beyond the normal year. All summer work days will be paid at 1/200 of normal teaching salary.
- D. The High School Department Leader will, in lieu of an administrative assignment and one teaching section, perform position-related responsibilities. In addition to the release from an administrative assignment the High School Department Leader will
 - 1. attend all Building Leadership Team meetings
 - 2. be assigned to the extent practicable, not more than two (2) preparations.

Section V

Any decision not to re-appoint a person to the above positions shall be transmitted to said person as soon as the decision has been made. Said person shall have the right to meet with the Building Principal and the Superintendent's designee to discuss the decision.

**Article 7040 -- Home Instruction, Cooperating Teacher,
Independent Study, Structured Study Area and Tutoring/Review Classes-
District-wide K-12**

Section I - Home Instruction

Members of the Instructional Unit will be considered first for home instruction. A notice, soliciting the names of those interested, will be posted in each building in early September.

The salary rate for home teaching performed by full-time District teachers shall be \$22.00 per hour of teaching.

Section II - Cooperating Teacher Cooperating Teachers are to receive \$22.00 per week.

Section III - Independent Study

Independent Study sponsors are to be paid \$22.00 for each hour spent instructing students. Approval of projects undertaken and verification of time is to be at the discretion of the Superintendent's designee.

Section IV - Substitute Coverage

In the event that an unexpected need for a substitute teacher occurs and realizing that this need can have various scenarios, there are various options available to the school to fill the need for coverage.

Any coverage by a teacher will be compensated at a rate of \$11 per ½ hour – or part thereof.

Each school should have a contingency plan for such an occurrence through a collaborative process which can include Teaching Assistants at their unit's compensatory rate

Section V – Tutoring/Review Classes-Districtwide K-12

A teacher teaching a district designated tutoring/review class will be compensated at the rate of \$31 per hour of teaching.

These district designated classes must be held during the school year, but outside of the school day in order to receive compensation.

Article 7050 -- Auxiliary Assignments

Section I

The Association recognizes that professional responsibilities toward the students of the District may require the voluntary expenditure of time beyond the normal school day, in auxiliary-assignment activities.

Section II

There shall be no released time from regularly assigned teaching responsibilities for participation in any compensated auxiliary assignment activities except with the prior approval of the Superintendent's designee. For unit members who accept a study hall assignment during their prep or lunch periods in addition to their regularly assigned administrative assignments, the compensation formula for cafeteria supervision will be used.

Section III

The Auxiliary assignment salary schedules are listed below. A listing of the positions does not require the position being filled. At the discretion of the Superintendent's designee positions may be created.

Section IV

The salary matrices and compensation for coaching positions are as follows:

A.

2008-2009 COACHING SALARY MATRIX (EFFECTIVE 7/1/2008)

Steps:	A	B	C	D	E	F	G	H	I	J
x	1.09	1.18	1.27	1.36	1.45	1.54	1.63	1.72	1.81	
Category										
#1										
2.63	\$4,492	\$4,896	\$5,301	\$5,705	\$6,109	\$6,513	\$6,918	\$7,322	\$7,726	\$8,131
#2										
2.07	\$3,536	\$3,854	\$4,172	\$4,490	\$4,808	\$5,127	\$5,445	\$5,763	\$6,081	\$6,399
#3										
1.72	\$2,938	\$3,202	\$3,467	\$3,731	\$3,995	\$4,260	\$4,524	\$4,789	\$5,053	\$5,317
#4										
1.35	\$2,306	\$2,513	\$2,721	\$2,928	\$3,136	\$3,343	\$3,551	\$3,758	\$3,966	\$4,173
#5										
1.16	\$1,981	\$2,160	\$2,338	\$2,516	\$2,695	\$2,873	\$3,051	\$3,229	\$3,408	\$3,586
#6										
1	\$1,708	\$1,862	\$2,015	\$2,169	\$2,323	\$2,477	\$2,630	\$2,784	\$2,938	\$3,091

B.

**2009-2010 COACHING SALARY MATRIX
(EFFECTIVE 7/1/2009)**

Steps:	<u>A</u> x	<u>B</u> 1.09	<u>C</u> 1.18	<u>D</u> 1.27	<u>E</u> 1.36	<u>F</u> 1.45	<u>G</u> 1.54	<u>H</u> 1.63	<u>I</u> 1.72	<u>J</u> 1.81
Category										
#1										
2.63	\$4,626	\$5,043	\$5,459	\$5,875	\$6,292	\$6,708	\$7,124	\$7,541	\$7,957	\$8,373
#2										
2.07	\$3,641	\$3,969	\$4,297	\$4,624	\$4,952	\$5,280	\$5,607	\$5,935	\$6,263	\$6,590
#3										
1.72	\$3,025	\$3,298	\$3,570	\$3,842	\$4,115	\$4,387	\$4,659	\$4,932	\$5,204	\$5,476
#4										
1.35	\$2,375	\$2,588	\$2,802	\$3,016	\$3,230	\$3,443	\$3,657	\$3,871	\$4,084	\$4,298
#5										
1.16	\$2,040	\$2,224	\$2,408	\$2,591	\$2,775	\$2,959	\$3,142	\$3,326	\$3,510	\$3,693
#6										
1	\$1,759	\$1,917	\$2,076	\$2,234	\$2,392	\$2,551	\$2,709	\$2,867	\$3,025	\$3,184

C.

**2010-2011 COACHING SALARY MATRIX
(EFFECTIVE 7/1/2010)**

Steps:	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
x	1.09	1.18	1.27	1.36	1.45	1.54	1.63	1.72	1.81	
Category										
#1										
2.63	\$4,766	\$5,194	\$5,623	\$6,052	\$6,481	\$6,910	\$7,339	\$7,768	\$8,197	\$8,626
#2										
2.07	\$3,751	\$4,088	\$4,426	\$4,764	\$5,101	\$5,439	\$5,776	\$6,114	\$6,451	\$6,789
#3										
1.72	\$3,117	\$3,397	\$3,678	\$3,958	\$4,239	\$4,519	\$4,800	\$5,080	\$5,361	\$5,641
#4										
1.35	\$2,446	\$2,666	\$2,887	\$3,107	\$3,327	\$3,547	\$3,767	\$3,987	\$4,207	\$4,428
#5										
1.16	\$2,102	\$2,291	\$2,480	\$2,669	\$2,859	\$3,048	\$3,237	\$3,426	\$3,615	\$3,804
#6										
1	\$1,812	\$1,975	\$2,138	\$2,301	\$2,464	\$2,627	\$2,790	\$2,954	\$3,117	\$3,280

D.

**2011-2012 COACHING SALARY MATRIX
(EFFECTIVE 7/1/2011)**

Steps:	<u>A</u> x	<u>B</u> 1.09	<u>C</u> 1.18	<u>D</u> 1.27	<u>E</u> 1.36	<u>F</u> 1.45	<u>G</u> 1.54	<u>H</u> 1.63	<u>I</u> 1.72	<u>J</u> 1.81
Category										
#1										
2.63	\$4,908	\$5,349	\$5,791	\$6,233	\$6,674	\$7,116	\$7,558	\$7,999	\$8,441	\$8,883
#2										
2.07	\$3,863	\$4,210	\$4,558	\$4,906	\$5,253	\$5,601	\$5,948	\$6,296	\$6,644	\$6,991
#3										
1.72	\$3,210	\$3,498	\$3,787	\$4,076	\$4,365	\$4,654	\$4,943	\$5,232	\$5,520	\$5,809
#4										
1.35	\$2,519	\$2,746	\$2,973	\$3,199	\$3,426	\$3,653	\$3,879	\$4,106	\$4,333	\$4,560
#5										
1.16	\$2,165	\$2,359	\$2,554	\$2,749	\$2,944	\$3,139	\$3,333	\$3,528	\$3,723	\$3,918
#6										
1	\$1,866	\$2,034	\$2,202	\$2,370	\$2,538	\$2,706	\$2,874	\$3,042	\$3,210	\$3,377

E.

Category #1.

The following sports/positions shall be included in Category #1 for the purposes of ranking within the salary matrix:

Head Coach:	Varsity Football
Head Coach:	Varsity Wrestling
Head Coach:	Varsity Gymnastics
Head Coach:	Varsity Ice Hockey
Head Coach:	Boys & Girls Varsity Basketball
Head Coach:	Boys & Girls Varsity Lacrosse

Category #2.

The following sports/positions shall be included in Category #2 for the purposes of ranking within the salary matrix:

Head Coach:	Boys & Girls Varsity Track
Head Coach:	Varsity Indoor Track
Head Coach:	Boys & Girls Varsity Soccer
Head Coach:	Varsity Field Hockey

Head Coach:	Varsity Baseball
Head Coach:	Varsity Softball
Head Coach:	Boys & Girls Varsity Swimming
Head Coach:	Boys & Girls Varsity Volleyball
Assistant Head:	Varsity Football
Coach:	JV Football
Coach:	Frosh Football
Head Coach:	Modified Football

Category #3.

The following sports/positions shall be included in Category #3 for the purposes of ranking within the salary matrix:

Coach:	JV Wrestling
Assistant Coach:	Football
Assistant Coach:	Varsity Wrestling
Head Coach:	Winter Varsity Cheerleading
Head Coach:	Boys & Girls Varsity Cross Country
Head Coach:	Synchronized Swimming
Head Coach:	Modified Track
Coach:	Boys & Girls JV Basketball
Head Coach:	Boys & Girls Varsity Cross Country Skiing
Assistant Coach:	Boys & Girls Track
Assistant Coach:	Ice Hockey
Head Coach:	JV Boys & Girls Lacrosse

Category #4.

The following sports/positions shall be included in Category #4 for the purposes of ranking within the salary matrix:

Assistant Coach:	Varsity Lacrosse
Head Coach:	Varsity Football Cheerleading
Head Coach:	Varsity Soccer Cheerleading
Coach:	JV Field Hockey
Coach:	Boys & Girls JV Volleyball
Coach:	Modified Wrestling
Coach:	Boys & Girls Modified Lacrosse
Coach:	Boys & Girls JV Swimming
Coach:	JV Softball
Coach:	Boys & Girls JV Soccer
Coach:	JV Baseball
Coach:	JV Winter Cheerleading
Assistant Coach:	Indoor Track
Coach:	Modified Field Hockey
Assistant Coach:	Girls Varsity Lacrosse
Assistant Coach:	Girls JV Lacrosse

Category #5.

The following sports/positions shall be included in Category #5 for the purposes of ranking within the salary matrix:

Coach:	Boys and Girls Frosh Basketball
Coach:	Boys Frosh Baseball
Coach:	Girls Frosh Softball
Coach:	Boys & Girls JV Cross Country
Coach:	Frosh Soccer
Coach:	Boys & Girls Varsity Tennis
Coach:	Boys & Girls Modified Cross Country
Coach:	Modified Gymnastics
Coach:	Coed Modified Swimming
Head Coach:	Golf
Assistant Coach:	Boys & Girls Diving
Head Coach:	Bowling
Head Coach:	Varsity Girls Golf
Assistant Coach:	Synchronized swimming

Category #6.

The following sports/positions shall be included in Category #6 for the purposes of ranking within the salary matrix:

Coach:	Boys & Girls Modified Basketball
Coach:	Coed Modified Track
Coach:	Boys & Girls Modified Soccer
Coach:	JV Football Cheerleading
Coach:	Boys & Girls JV Tennis
Coach:	Boys Modified Baseball
Coach:	Girls Modified Softball
Coach:	Boys & Girls Modified Volleyball
Coach:	Fall Frosh Cheerleading
Coach:	Winter Frosh Cheerleading
Coach:	JV Golf

F. The following Sports Criteria Comparison Standards have been and will be used to rank sports/positions for placement within the salary matrix:

- Length of Season
- Number of Practices
- Number of Evening, Weekend, and Vacation Contests
- Number of Athletes on a Team
- Program Complexity
- Equipment Management

The number of practices and competitions per week used as one criteria to compute salary did not exceed five (5). Additional practices and games scheduled at a head coach or coach's discretion will not result in an additional salary stipend beyond that stipulated for the position. The District will not require more than five (5) practices/competitions per week throughout the sport season. The salary payment listed includes a length of season which extends through State Championship play.

Should there be a significant change in a sport's Criteria Comparison Standards, either the District or Association is authorized to require the formation of an ad hoc committee (with equal District/WTa representation). The committee shall recommend to the Superintendent and WTA President a possible category change for the particular sport, if justified.

G. Should the District be unable to recruit a head coach, coach, or assistant coach in a particular sport in a given year, the Superintendent or his/her designee(s) and the WTA President or his/her designee(s) will meet to discuss the feasibility of developing comparable coaching assignments (e.g., girls and boys cross country) and establish a revised salary rate for the individual(s) willing to coach a combined sport for that particular year.

H. Comparable boy/girls sports (e.g., girls and boys basketball) will be treated the same for the purposes of salary category placement.

I. Steps, G, H, I, and J shall be non-automatic steps. Movement to these steps shall be at the sole discretion of the Board of Education acting up on recommendation of the Superintendent. The Superintendent's recommendation shall be based upon a completed evaluation of the head coach, coach, or assistant coach's performance of duties as specified in District Regulations 2120.24, 2120.25, and 2120.26. Said evaluations will be conducted by the Superintendent or his/her designee. Any dispute arising relative to an evaluation and/or a resulting recommendation not to grant movement to the next salary step shall not be subject to review at any stage under the terms of Article 6020 of the Contract.

J. 1994-95

Beginning in the 1994-95 school year, coaches on the second year of Step J. become eligible for a District service increment based on the number of total years as a coach of the same fall, winter, or spring sport in Webster. The increment paid will reflect the highest reasonable increment possible for the years of service. Interruptions in service do not penalize a coach as long as they return to the same sport.

K. District Service Increments

Beginning in the 2001-2002 school year, coaching and non-coaching positions, beginning in the 11th year of service to the District, will receive an additional \$250.00 to their scheduled rate of compensation. The positions of bus loader, cafeteria supervisors, after school supervisors, and supervisors for athletics, dances, concerts, and festivals are not included in eligibility for District Service Increments.

Coaches who received any higher amount as per the prior contract than the maximum District Service Increment (\$250.00) will be held save harmless as long as they continue to coach that sport.

Section V

A. For non-coaching Auxiliary positions the index matrix will apply as stated below:

2008-2009	\$45,351
2009-2010	\$46,712
2010-2011	\$48,113
2011-2012	\$49,556

B. Non-Coaching Index Matrix

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Debate Head	.095	.100	.105	.110	.115	.125
Ass't.	.05	.055	.06	.065	.07	.075
Building AV Coordinator	.05	.06	.07	.08	.09	.100
Building Computer Coordinator (Elementary)	.05	.06	.07	.08	.09	.100
Bus Loader	.035	.05	.065	.07	.07	.07
Dramatics (if one) Sr. & MS	.055	.065	.075	.085	.095	.105
Dramatics (if two) Sr. & MS	.045	.055	.065	.075	.085	.095
Marching Band Director	.113	.123	.133	.143	.153	.163
Marching Band Percussion Instructor	.073	.080	.087	.094	.101	.108
Marching Band Assistant Director	.073	.080	.087	.094	.101	.108
Publication Advisor MS for each	.04	.06	.07	.08	.09	.100
Science Olympiad Advisor	.095	.100	.105	.110	.115	.125
Show Choir Vocal Director	.095	.100	.105	.110	.115	.125
Show Choir Choreographer	.095	.100	.105	.110	.115	.125
Master Mind Advisor	.095	.100	.105	.110	.115	.125
Math League Advisor	.095	.100	.105	.110	.115	.125
Academic Decathlon Advisor	.095	.100	.105	.110	.115	.125
Stage Manager	.043	.048	.053	.058	.063	.068
Student Advisors						
Sr. High	.05	.055	.06	.065	.07	.075
MS	.04	.045	.05	.055	.06	.065
Student Newspaper Head	.08	.093	.100	.108	.115	.125
Yearbook Head						
Sr. High	.095	.100	.105	.110	.115	.125
MS	.085	.090	.095	.100	.105	.110
Clubs as assigned that have responsibility beyond normal teaching assignments	.015	.02	.025	.03	.035	.04
Secondary Cafeteria and MS After School Supervisors (per clock hour worked; prorated for fractional hours worked)	.085 →					

Head Cafeteria Supervisor (2x HS, 1x MS) .085 + \$500 annual compensation
Supervisor for Dances, roller-skating events, school performances, or State and County
Music Festivals as assigned .0018
Supervisor for Athletic Events: not on index; Unit Members supervising athletics will be paid
\$17.00 per hour, with a minimum of 2 hours. This contract does not apply to non-unit members
supervising athletics.

Section VI

- A. Initial step placement for both the coaching and non-coaching salary matrices is to be determined by the Chief Human Resource Officer.
- B. Non-automatic steps for both the coaching and non-coaching salary matrices will be granted at the mutual agreement of the party involved and the Superintendent or his/her representative. In no case will advancement be delayed more than two consecutive years.
- C. Bus loaders are to be placed on step according to years of experience.

Section VII

The District will provide a fund of \$500 to each school for public relations activities to be administered jointly by building Administration and WTA representatives.

Article 7055 -- Committee Service

Section I - Compensated Committees

Teachers who serve on committees in the following three categories shall receive the stated stipend or .00045 of base per hour served, subject to the restrictions and limitations in Section III.

Category I: Mandatory Committees

These are committees on which an individual is obligated to serve as a regular, continuing member as a function of the customary duties of the individual's job. Examples include:

- 1. Committee on Special Education - .028 per year
- 2. Building Special Service Team - no compensation

Special Service Teams shall meet no less than one half hour during the school day and no more than one half hour before or after the school day.

- a. Secondary Level - Membership may include a Psychologist, a Social Worker, remedial and special education staff, and such other persons as the Principal may appoint, not to exceed a total of ten teachers.

- b. Elementary Level - Membership may include a Psychologist, a Social Worker, a Reading Resource Teacher, an Extended Resource Teacher, a Speech and Language Teacher, a Helping Teacher, and such other persons as the Principal may appoint, not to exceed a total of ten teachers.

Category II: Contractual Committee

These are committees which are formed in compliance with the terms of the contract, excepting those which are formed expressly to negotiate terms and conditions of the contract itself. Examples of eligible committees include:

- | | | |
|----|------------------------------------|-----------------|
| 1. | Professional Practices Committee | .005 per year |
| 2. | Recognition of Committee Service - | .00045 per hour |
| 3. | Health, Safety and Environment | .004 per year |

Category III: District Level Committees

These are committees which are organized at the District Level to serve the needs of the whole District, and which have been authorized by the Superintendent, the Superintendent and the Association, or the Board of Education. Examples include:

- | | | |
|----|-----------------------------|-----------------|
| 1. | High School Study - | .00045 per hour |
| 2. | Middle School Study - | .00045 per hour |
| 3. | Gifted - | .00045 per hour |
| 4. | Code of Discipline Review - | .00045 per hour |
| 5. | Professional Growth - | .002 per year |
| 6. | Curriculum Process Team | .009 per year |

Section II - Building Level Committee

Teachers who serve on Building Level Committees organized or authorized by a Principal, Assistant Principal, or Helping Teacher to contribute to the organizational, policy making, or programmatic needs of the building, shall be given preference for conference attendance. Principals will keep track of attendance on Building Level Committees. Preference means that when several teachers are interested in attending a conference, the one with the greater record of Building Level Committee service will receive approval for the conference, and some or all of the others will be refused if the District is limiting the number. Examples of eligible committees include:

1. Schoolwide Enrichment (SEM)
2. Respect and Protect
3. Instructional Support Team (IST)
4. Cultural Arts
5. Shared Decision-Making Team (SDMT)
6. Health and Safety Tools for Schools
7. National Honor Society

Section III - Rules and Regulations

1. Participation on any committee other than those in Category I is voluntary. Teachers are encouraged to share their professional and personal expertise through committee work. However, no teacher shall be compelled to serve on a voluntary committee. Failure to serve on a voluntary committee shall not be subject to negative comment on the annual evaluation.
2. The individual who chairs a committee or who organizes and authorizes it shall clearly notify all prospective members of the committee as to whether or not service on the committee will earn salary credit, stipend, or conference preference. Such notification shall be before members have made a commitment to serve.
3. District committees which meet for less than five hours will not earn salary credit. Five or more hours of meeting time shall be considered significant and result in salary credit. The Superintendent can waive this provision when circumstances warrant compensation for less than five hours of meeting time.
4. A teacher must attend at least 75% of the meetings of a committee to qualify for the stipend. If a person is appointed as an alternate, the person will receive a prorated stipend. Stipends will also be prorated if a person leaves the committee because his or her teaching responsibilities are interrupted.
5. The person who serves as chair shall earn double the salary or stipend for the extra duties involved. The duties of the chair shall include developing the agenda, keeping attendance and the minutes, distributing correspondence, preparing interim and final reports, chairing meetings, presenting the committee's findings, submitting the appropriate committee membership form, and generally performing other necessary leadership roles. In the event that two or more persons share the responsibilities as co-chairs, the chairperson's stipend shall be split between or among them.
6. If a committee does not fit into any of the categories, but the chair, or any committee member, believes the work of the committee is of such compelling value as to deserve salary credit or conference preference, the chair, or the individual may petition the Superintendent by the third meeting of the committee. The Superintendent may approve or reject compensation.
7. For committees which are not on a yearly stipend basis, there shall be no salary accrued during released time. When people from various buildings are present at a meeting held after school, credit for all present will begin to be counted starting at the dismissal time for the latest closing building from which there is a member present. When people from different buildings are present at a meeting held before school, credit will cease to accumulate at the opening of the instructional day for the earliest opening building from which there is a member present.
8. The committee membership form shall be filed by the committee chair with the Chief Human Resource Officer, with copies to each member, prior to the start of the committee's operations. At the conclusion of the committee's work, or at the end of the school year for a continuing committee, the chair shall file a final membership form indicating salary or stipend due with the Chief Human Resource Officer with copies to each committee member. A check will be issued within 60 days of submission of the final Membership Form and shall be as an addition to a regular check if within the school year. Retiring teachers will be paid within 30

days of their effective date of retirement so that it can be counted as part of their Final Average Salary. Persons who join a committee already in progress, or leave before a committee finishes, shall receive proportionately prorated stipends.

9. Teachers appointed to committees on a stipend basis will have the payment in the last check of the school year.

Article 7060 Media Coordinator

Section I

The salary differential for the Media Coordinator shall be .25 of base starting salary.

Section II

The Media Coordinator may be asked to work up to five (5) additional days prior to the opening of schools at 1/200 of his/her normal teaching salary.

Article 8002 -- Job Sharing

The Parties agree that the District's administrative process for job sharing shall be as follows:

1. Job Sharing will be allowed with the approval of the two employees, the supervisor involved, and the Association and the Chief Human Resource Officer, with primary consideration for the interests of the students.
2. Generally, job share requests should be submitted to the Officer by April 1 of the prior year.
3. Procedures will be developed by the Chief Human Resource Officer and the President of the Association, in an effort to ensure that Unit Members understand all of the implications of their requests.
4. Approval shall be on an annual basis and shall include all relevant terms and conditions.

Article 8005 -- Leaves of Absence Without Pay

Section I

A. Upon approval of the Board, a leave of absence will ordinarily be granted for up to three semesters, except that the Board need not grant a leave for purposes of employment elsewhere. Such leaves shall terminate at the end of a school year.

B. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return. The

teacher will be assured of the same or similar position when returning to the District, providing the original position is in existence.

C. While on leave, salary increases will be earned as specified in Article 7010, Section II, D however, no other benefits will accrue. Teachers shall have the right to prepay hospitalization and other applicable benefits, providing they are eligible for them, and assume the responsibility of notifying the District whether or not they intend to return to the employment of the District by February 15 of the year of the leave.

D. The above leaves and possible extensions are to be granted on a case by case basis.

E. Military leave will be granted in accordance with applicable laws.

Section II

A. Upon approval of the Board, a leave of absence for up to three semesters with benefits may be granted for the following purposes. Such leaves shall terminate at the end of a semester.

1. Full-time study (as defined by the college or university)
2. Full-time teaching
3. Peace Corps, Vista, Teacher Corps
4. Other professionally or educationally related activities that will serve to enhance the capabilities of the teacher.

B. During the period of the leave of absence, the teacher will continue to accumulate all benefits and increments available to all other teachers. However, the person will not receive pay from the District. The recipient agrees to return to Webster for a full year of service unless officially excused. If excused, the recipient agrees to repay the District all monies paid on medical insurance premiums on his/her behalf.

C. Upon his/her return, all accumulated benefits shall be restored and the teacher will be assured of the same or a similar position, providing the original position is in existence.

D. The above leaves and possible extensions are to be granted on a case by case basis.

Article 8007 -- Child Birth/Care Provisions

Section I - Illness Benefits

A. The disabling aspects of pregnancy are considered as any other illness or disability. The period of illness/disability due to pregnancy shall be stipulated by the teacher's doctor on a form provided by the District.

B. During the period of time a teacher is ill/disabled due to pregnancy, she will be able to utilize all the benefits afforded to any active teacher who is ill/disabled and unable to work.

Section II

- A. When a teacher is no longer ill/disabled due to her pregnancy, she will be expected to return to work unless she requests a child care leave as specified in Section III of this article.
- B. When a teacher adopts a child, he/she may request a child care leave as specified in Section III of this article.

Section III - Leave Benefits

- A. Upon approval of the board, a leave of absence will ordinarily be granted for up to three (3) semesters. Such leaves shall terminate at the end of a semester.
- B. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return. The teacher will be assured of the same or similar position when returning to the District, providing the original position is in existence.
- C. While on leave, salary increases will be earned as specified in Article 7010, Section II, E, however, no other benefits will accrue. Teachers shall have the right to prepay hospitalization and other applicable benefits, providing they are eligible for them, and assume the responsibility of notifying the district whether or not they intend to return to the employment of the District by February 15 of the year of the leave.
- D. The above leaves and possible extensions are to be granted on case by case basis.
- E. A teacher requesting a child care leave will be eligible for any other benefits afforded them under law.

Article 8010 -- Health/Dental Insurance/Flexible Spending Accounts/Cafeteria Plan

Section I

- A. The District shall make Blue Cross/Blue Shield/Blue Million major medical coverage and Blue Point 2 medical insurance plan offered by Rochester Area School Health Plan (RASHP) I and II available for each unit member. The Preferred Care HMO shall continue to be available to unit members as long as allowed by RASHP II. Blue Point 2 Select (intended to be equivalent to Blue Choice Select Extended with Vision and Eyewear) shall be the base plan. If the District ceases to be a member of RASHP I it shall offer the Blue Cross/Blue Shield/Blue Million major medical coverage community rated plan and if the District ceases to be a member of RASHP II, it shall provide the Blue Choice Select Extended with Vision and Eyewear as the base plan.
- B. For returning unit members hired prior to June 30, 2008, the District shall pay an amount equal to 90 % of the cost of the premium for the Blue Point 2 Select coverage (individual, two person, single parent, family or other coverage as applicable) for participating members of the negotiating unit (or of the replacement base plan if the District is no longer a member of RASHP

II). Unit members shall pay their portion of the premium by payroll deduction. Unit members have the option of enrolling in an alternative plan selected by the District and Association. Unit members enrolling in such plans must pay any additional cost over and above the specified District payment amount by payroll deduction. Those unit members who wish to enroll in Blue Point 2 Value Plan, the district's contribution will be an amount up to 90% of the cost of the premium for the Blue Point 2 Select coverage.

For new unit members hired on or after July 1, 2008, the District shall pay an amount equal to 90 % of the cost of the premium for the Blue Point 2 Value coverage (individual, two person, single parent, family or other coverage as applicable) for participating members of the negotiating unit (or of the replacement base plan if the District is no longer a member of RASHP II). Unit members shall pay their portion of the premium by payroll deduction. Unit members have the option of enrolling in an alternative plan selected by the District and Association. Unit members enrolling in such plans must pay any additional cost over and above the specified District payment amount by payroll deduction.

C. Unit members enrolled in the Blue Million Plan on or before December 31, 1996 will be able to continue in that plan (offered through RASHP I) with the District paying 83% of the premium. Unit members shall pay their portion of the premium by payroll deduction. Unit members enrolling in the Blue Million Plan after December 31, 1996 must pay any additional cost over and above the specified district payment amount in B above.

D. Upon the death of a unit member in service, the District will continue to pay for a period of up to one year, the percentage, as contained in paragraph B or C above, of the total premium cost for a deceased member's dependents who were covered by the District's medical insurance program at the time of the unit member's death.

E. The District agrees to pay 100% of the premium costs of the medical insurance plan for those teachers who, at the time of their retirement, were already participating members of the plan through June 30, 1999. For members of the negotiating unit retiring after June 30, 1999, the District shall pay the specified district payment amount as stated in B or C above.

This coverage will be paid for, providing the retired teacher has had ten (10) years of continuous service with the District prior to retirement, has attained the age of 55, and meets the qualifications for normal New York State Teachers' Retirement System Benefits.

F. When a retired member of the unit who, in his/her own right is eligible for the District health insurance benefit but has been carried on his/her spouse's health insurance plan, no longer has the protection of the plan because of the death of a spouse, divorce/separation from spouse or termination of spouse's employment, he/she will be reinstated to the District health benefits available at the time of retirement, providing such reinstatement is allowed by the health insurance contracts and regulators, in accordance with Section I A, B, C and E above.

G. If a retired unit member who is eligible for the District health insurance benefit is not able to receive the benefit because the unit member has permanently moved from the coverage area, the District will provide a "portability benefit." This benefit will be reimbursement to the unit member of premiums paid to obtain health insurance. The benefit will not exceed the lesser of (a) the actual cost of the retired unit member's health insurance or (b) the District payment that the unit member would be eligible for if still residing in the District coverage area. The District

may at any time require proof of coverage and payment as a condition of providing this benefit to a retired unit member. The District may pay this benefit on a monthly, quarterly or other reasonable basis agreed with the Association President.

H. Effective July 1, 2008, if a unit member chooses not to have medical coverage through the District, the unit member will receive a buy-out payment. This payment will be equal to:

1. For returning unit members hired prior to July 1, 2008, the amount of \$3948 will be paid for the period of January to December. This amount is equal to the single medical premium coverage of the Blue Point 2 Select Plan, prorated on a 12 month-basis.
2. For new unit members, hired on or after July 1, 2008, the amount of \$3408 will be paid for the period of January to December. The amount is equal to the single medical premium coverage of the Blue Point 2 Value Plan, prorated on a 12 month-basis.
3. For all unit members, the amount will be \$381 will be paid for the period of January to December. The amount is equal to the single dental premium coverage of the plan, prorated on a 12 month-basis.

The yearly amounts in 1 – 3 above, will be determined by the premium rate increase up to a maximum of 4%. Payments due in July and August will be credited in June.

Section II

A. The District shall make available the Blue Shield “Smile Saver Dental Plan (100/50)” to all teachers.

B. The District shall pay eighty-five (85%) of the total premium costs for the dental plan coverage stated in Section II A above. Unit members shall pay their portion of the premium by payroll deduction.

C. The District shall pay 85% of such dental premium for retired teachers as specified in Section II B above-for the year in which the teacher’s retirement takes effect as defined in I E above.

D. If a unit member chooses not to have dental coverage through the District, the unit member will receive a payment equal to the value of the District contribution to the single option of the dental plan, prorated on a 12 month-basis. Payments due in July and August will be credited in June.

Section III

A. The District will establish a Flexible Spending Account (FSA) Plan. Each unit member may elect to contribute a portion of his/her salary to his/her FSA to the extent allowed by the District’s plan document and the Memorandum of Understanding signed March 14, 1991.

All administrative costs for each unit member’s FSA will be paid by the District. The method of administering the Flexible Spending Accounts will be at the discretion of the District using as a guideline the Memorandum of Understanding referred to in the above paragraph.

Section IV

A. The District has established a medical reimbursement plan in accordance with section 105 of the Internal Revenue Code.

B. Effective January 1, 2001, and each year thereafter, the District contribution will be \$600 per person. If two unit members are married, the maximum contribution will be \$900. Effective January 1, 2005, these amounts shall increase to \$625 and \$925. Effective January 1, 2006, these amounts shall increase to \$675 and \$975.

The amount of the contribution will be paid on a calendar year basis.

C. When a unit member is no longer employed by the District, other than by reason of retirement from the District, the District may deduct the annual cost of maintaining the 105 account for such person from any remaining balance in such person's account.

Section V

A. When two retired employees married to each other require insurance during retirement, they will be eligible for two single policies or one 2-person or family policy. No double coverage will be allowed.

B. If two unit members are married, only one may take health and dental insurance; the other will receive the buyout.

Article 8015 - NYSUT Benefit Trust/VOTE COPE

NYSUT Benefit Trust Programs and VOTE COPE shall be made available to any member of the negotiating unit.

The District shall check off and remit payments to the NYSUT Benefit Trust or VOTE COPE upon submission of a signed authorization to the payroll office for any member (of the negotiating unit). Such signed authorization may be discontinued at the end of its term upon written notice by the unit member to the District. The District shall remit to the NYSUT Benefit Trust or VOTE COPE the payments deducted and shall furnish the NYSUT Benefit Trust or VOTE COPE with a list of all unit members from whose salaries such deductions have been made.

The WTA and the individual employees covered by this agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. The WTA agrees to indemnify Webster Central School District from any loss incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

Article 8020 -- Income Protection/Sick Leave Bank

Section I

To provide Income Protection in the case of prolonged illness or disability, a "Sick Leave Bank"(SLB) will be established. The SLB will provide members with 100% compensation, for up to 12 months, dating from the first day of illness or disability.

A. The SLB will be maintained as follows:

- 1) Initially, each participating teacher will contribute 1 day from their accumulated sick leave on September 30, 2000, to establish the SLB. Teachers will automatically be enrolled in the SLB. New employees will be given the option to enroll at hire.
- 2) A teacher choosing not to participate in the SLB must notify the District in writing by September 30th. As a result, that teacher will receive no income-protection from the District.
- 3) The District will make an initial one-time contribution on September 30, 2000, to establish the SLB at 1100 days.
- 4) Beginning September, 2001, the District will contribute up to 10 days per year to the SLB for each teacher who has reached their maximum sick leave days, to help maintain the SLB.
- 5) The SLB will be audited by May 30 each year to determine the status of accumulated sick days available to members. If the accumulated sick leave days available drops below 400 sick leave days, teachers will be notified and will contribute 1 additional sick leave day to replenish the SLB. Teachers not wishing to participate at that time must notify the District by June 30 of that year. The Association President and the Superintendent will review the status at other times in the event of an unanticipated deficit and may require an additional contribution to correct the deficit, subject to the teacher's right to opt out of the SLB. If accumulated sick leave days are above 400 days no additional contributions will be necessary.

B. Use of the SLB will be permitted on the following terms:

- 1) A teacher must have contributed to the SLB to participate.
- 2) A teacher must have used all of their accumulated sick leave days.
- 3) A teacher may draw sick leave days from the SLB for up to one year from the first day of prolonged illness or disability.
- 4) The District may require doctor's evidence of illness or injury constituting a disability necessitating use of the SLB.
- 5) In the event of an extenuating circumstance, the WTA President and Superintendent of Schools may grant additional days from the SLB at their discretion.

6) There is a limit of 200 days of income protection for any one illness or disability.

C. When a teacher has accessed the Sick Leave Bank and returns from a long term illness or disability, that teacher will be advanced five (5) days of sick leave if he or she has no sick leave entitlement. These days will be subtracted from that teacher's allotment of sick leave days in the following year.

Section II

The District agrees to cooperate with the Association in providing teachers with income protection beyond that provided in the above agreement to the extent of providing payroll deductions for payment of premiums on an insurance policy approved by the Association for teachers, forwarding said premiums to the insurance company and allowing the approved group to be called Webster Central School District -- Group I. These payments shall commence on an agreed upon date and information shall reach the Business Office in a manner agreed upon by the Director of Business Services and the Vice President in Charge of membership of the Association. The Association agrees to hold the Board and the Director of Business Services of the District harmless from any and all damages or liabilities they may sustain as a result of making the payroll deductions provided for in this Article.

Article 8030 -- Absences

Section I - Personal Illness

Sick leave will be credited at the rate of ten (10) or eleven (11) days per year for 10 and 11 month teachers, respectively, during the first ten years of employment with the district and twenty (20) and twenty-two (22) days per year respectively, for 10 and 11 month teachers after the 10th year of employment. A new teacher will not be credited with sick leave until reporting for duty during the school year. It may be accumulated up to 220 and 240 days, respectively, for 10 and 11 month teachers.

Full-time teachers hired during the school year will be credited with one (1) day of sick leave for each remaining month in the school year in which they are employed.

The Superintendent may require a physical examination or certification by an attending physician, or the school physician, to determine the nature of the disability and the extent to which it may interfere or prevent the individual from performing the normal duties of his/her position. If an individual refuses to submit to such a physical examination, any claims for benefits under the sick leave provisions may be withheld.

Prior to November 1st, the District will provide each teacher with an annual statement of their available accumulated sick leave.

Section II - Illness in Family

Upon approval of the Superintendent, up to five (5) school days per year may be granted in case of illness in the immediate family or household, or for unusual circumstances brought about by such illness. These days are not cumulative and are separate from all other allowances.

Immediate family is defined to mean spouse, child, father, mother, sister, brother, and same relatives-in-law, or persons whose relationship is such that they could be construed to be members of the immediate family. Household is defined to mean a relative whose residence is in the teacher's home.

Section III - Death in Family

Upon notification to the Superintendent, five (5) school days absence with pay may be allowed in the event of death in the immediate family. Immediate family shall include the individuals mentioned in Section II and shall include grandparents and grand-children.

Two (2) school days absence with pay shall be allowed in the event of the death of an aunt, uncle, niece or nephew.

Section IV - Birth or Adoption

A male teacher shall be allowed three (3) days of absence without deduction in salary for the birth of a baby to his spouse. These days will be taken within five (5) days of parturition, and are not cumulative and are separate from all other allowances.

A teacher shall be allowed three (3) days of absence without deduction in salary when adopting a child.

Section V - Days for Emergencies or Urgent Business

Days shall be available to all teachers if the teacher is required to attend to emergencies or other urgent business which cannot be transacted outside of school hours and which is not covered elsewhere in the leave policy. A maximum of two (2) days per year will be allowed, notification to be submitted to the building principal, in writing, at least 48 hours in advance whenever possible. A specific reason shall not be required. These days are not cumulative and are separate from all other allowances.

Under extenuating circumstances, additional days of leave may be granted. Such instances shall require the prior approval of the Superintendent.

Section VI - Religious Obligations

For those whose religious obligations must be met by attendance during the time school is scheduled, up to two (2) days may be granted at the discretion of the Superintendent. These are to be full days only if the observance is a full day observance.

Section VII - Conferences

No deduction from salary will be made for attendance at conferences and workshops for which attendance has been approved in advance by the Superintendent, and where an absence form is submitted. Conference attendance, with a deduction from salary, may be granted with prior approval of the Superintendent.

Section VIII - Accidents

In event of an accident covered by Worker's Compensation Insurance, the District shall pay the injured teacher his or her full salary, but for not more than one year from date of the accident. The teacher must endorse and turn over to the District any and all checks which he/she receives from Worker's Compensation Insurance for this one-year period, except for payments made for disfigurement or for permanent injury beyond the one-year period.

Payments hereunder shall not be charged against the injured person's entitlement under Article 8020 to sick leave or extended payments.

Section IX - Citizenship and Legal Obligations

When called for Jury Duty or subpoenaed as a court witness, absence will be allowed for the length of time required with no deduction of pay. Within two (2) weeks of receipt of payment from the government for duty, the teacher shall transmit to the District the full amount of such payment, excluding that portion which represents payment for travel expense.

Section X

A teacher may submit written requests for released time to accept fellowships, study or travel grants, scholarships and other forms of scholarly endeavor to the Superintendent. The Superintendent will personally review the request. Upon review the Superintendent will make a written recommendation regarding the request to the Board for their final review and decision. The teacher shall receive a copy of the Superintendent's recommendation to the Board prior to the meeting at which it will be acted upon.

Section XI - Other Absences

All absences not mentioned above are deductible, but requests for adjustments of special cases may be submitted to the Superintendent in writing.

Section XII - Transfer of Days

Days are not transferable from one category in this Article to another.

Article 8040 -- Professional Development

Our mutual interests are to:

- maximize the opportunities for professional development while minimizing instructional interruptions
- maximize the availability and benefits of professional development for all professional staff
- address new SED Regents requirements
- make professional development opportunities available at both the building and the district level.

The following is understood:

The Professional Practices Committee, as described in Article 3070, will identify the components of professional development needed in Webster for a given year (Examples: Curriculum Management System, Extended Work Year projects, workshop attendance, conference reimbursement, Teacher Performance Review) \$275,000 (*This is the money that was formerly allocated for Building Projects, CEPA, Curriculum Writing Days, Paid Professional Leaves, Substitutes for Staff Development during the instructional day*) will be allocated and expended annually for this purpose. Unexpended funds will be added to the next year's allocation.

- A process will be developed for buildings, departments or other district units to submit proposals to the Professional Practices Committee. The development of a proposal will reflect the combined efforts of teachers and administrators.

The compensation rate for different professional development activities will be differentiated as follows:

- Curriculum writing - \$250 per day
- Staff Development Instructor - \$350 per day
- Staff Development/New Skill Development - \$ 150 per day
- Conference Attendance – Cost of conference registration
- Workshops - District approved by the Professional Practices Committee, paid at a prorated rate

Section I

Effective July 1, 2009, Curriculum Work paid at a rate of \$250/day includes:

- Creating Curriculum maps for new courses
- Extensive revision of curriculum maps resulting from changes in NYS and District requirements.
- Data analysis program review and recommendations for changes in curriculum maps.
- Creation of common assessments
- Best practice activities leading to changes in maps and assessments

Section II

Effective July 1, 2009, Workshops paid at a rate of \$150/day includes:

- Participation in a workshop setting where participants are lead by an instructor/facilitator to acquire knowledge and skills, or in preparation for curriculum work.

Section III

Effective July 1, 2009, Staff Development Instructor paid at a rate of \$350/day

Section IV

Effective July 1, 2009, Conference Attendance paid at the cost of conference registration.

Section V

Effective July 1, 2009, all work not defined in Sections I – IV will be compensated at a rate mutually agreed to by the Superintendent and the WTA President.

Article 8045 -- Teacher on Special Assignment

Section I

A "Special Assignment" means assignment of a teacher by the District in a position which may be outside of the teacher's tenure area and which may be either within or outside of the teaching unit, as defined in the Procedural Agreement between the District and the Association. A Special Assignment may be full or part-time and may consist of more than one part-time position in more than one tenure area. An assignment will be considered a "Special Assignment" only if the teacher and the district have so agreed in writing. A copy of this Special Assignment agreement will be forwarded to the President of the Association upon its completion by the District and the teacher accepting the Special Assignment. Opportunities for Special Assignment shall be posted in accord with Article 5010 of this agreement. Appointments made under this Article 8045 shall be approved at least annually by the Board.

Section II

Any teacher may accept a Special Assignment offered by the District. The employment of a "Teacher on Special Assignment" shall be governed by the terms of this Article. The decision to offer and to accept an assignment as a Teacher on Special Assignment is an entirely voluntary and discretionary decision of the teacher and the District. The District may not require a teacher to accept a Special Assignment, and the District may not be required, under the terms of this Agreement or otherwise, to offer a Special Assignment. The exercise of this discretion by the District and acceptance by a teacher under the terms of this section is not subject to review by grievance under Article 6010, 6020 or in any other proceeding.

Section III

A Teacher on Special Assignment will continue to accrue seniority in his/her tenure area for all purposes and in all instances as long as his/her tenure area is not abolished, and will not accrue seniority in the tenure area of the Special Assignment, unless the Special Assignment is within his/her duly appointed tenure area(s). No teacher shall be placed in a Special Assignment within a tenure area where individuals hold preferred eligibility rights under State Education Law 2510 or this Agreement. A Teacher on Special Assignment shall be paid his/her normal teaching salary as determined pursuant to Article 7010 (pro-rated if less than full time) and any applicable increases in normal teaching salary as may occur during the Special Assignment. The Teacher on Special Assignment shall continue to receive all the benefits and terms and

conditions of employment outlined within this Agreement, except as specifically modified by this Article. If a Teacher on Special Assignment is not performing additional duties (as stated in Articles 7020, 7030, 7040, 7050 and 7060) while on Special Assignment, he/she shall not be paid extra compensation for such duties despite having performed such duties prior to the acceptance of a Special Assignment. The Teacher on Special Assignment may receive such additional salary, benefits, and other terms and conditions of employment as the Teacher on Special Assignment and the District shall mutually agree.

Section IV

The District and the Association agree that a Teacher on Special Assignment will continue to be considered a unit member. The Teacher on Special Assignment may also be considered a member of another unit (e.g., administrative) if permitted by such other unit. The fact that a position has been filled by one or more Teachers on Special Assignment shall not be used in any way to determine whether a particular position or type of position is to be considered "unit work" of the teaching unit or of any other unit.

Section V

A Special Assignment shall be of such duration as the teacher and the District may agree and may be extended or renewed as the teacher and the District may agree. Upon termination of the Special Assignment, the teacher will be returned to a position in his/her tenure area, provided that the District has not abolished the teacher's position in that tenure area. Should a teacher on Special Assignment have his/her tenure area position abolished, the Special Assignment shall cease as of the effective date of layoff.

Section VI

The District and/or Teacher* may terminate the Special Assignment at any time at their sole individual or mutual discretion without regard to any other provision of this agreement or of law. Upon such termination, the teacher will be returned to a position in his/her tenure area, provided that the District has not abolished the teacher's position in that tenure area.

*A Teacher exercising this discretionary right shall be obligated to give 90 calendar days notice prior to the change taking effect.

Article 8050 -- Work Related Illness or Injury

Section I

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

Section II

The District will reimburse teachers for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Worker's Compensation which are damaged, destroyed, or lost as a result of an injury sustained in the course of the teacher's employment, when the teacher has not been personally negligent with reference to the incident.

Section III

The District will reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered while acting in the discharge of duties within the scope of employment, when the teacher has not been personally negligent with reference to the incident.

Section IV

All requests under this article must be submitted to the Superintendent within two weeks of the incident.

Article 8060 -- Retirement Incentive

Section I

The District will offer any teacher who is eligible to retire under the New York State Teacher's Retirement Plan an incentive to retire.

All teachers will be offered the incentive in their first year of retirement eligibility. For teachers in Tier I, II, III or IV of the New York State Teachers Retirement System the incentive will also be offered in the first year they are eligible to retire without any pension diminishment.

Teachers must file an irrevocable letter of retirement with the Board of Education by February 1 of the year of retirement for retirement effective July 1 of that year.

Section II

The incentive to be used will be a one-time stipend equal to \$1000 for each year of service in the District, up to a maximum stipend of \$25,000.

The years of service credit is only for regular employment service in the Webster Central School District.

Section III

In order to receive the stipend, the teacher must have applied for benefits under the New York State Teachers' Retirement Plan. The Retirement Incentive payments may be used in a five year FAS calculation for employees who are in Tier I and last joined TRS prior to June 17, 1971, if permitted by Law.

Section IV

The one-time retirement incentive stipend will be paid in the first payroll in July in the calendar year in which the teacher retires.

Article 9010 -- Contractual Limitation

Section I - Complete Agreement

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

Section II - Provisions of this Agreement

This agreement shall supersede any rules, Regulations, or practices of the Board which shall be contrary or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established Policies of the Board.

Section III - Savings Clause

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

Section IV - Distribution of Agreement

Copies of this Agreement shall be printed and given to all teachers now employed or hereafter employed by the District within a reasonable time after its execution.

Section V - Legislative Approval

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Appendix A

Committee for the Evaluation of Professional Achievement

CEPA credit earned through June 30, 2000, will receive compensation per the 1995-99 contract and its extension. Prior credit reflected in current Normal Teaching Salaries is unaffected and continues.

Appendix B

2008 - 2012

PROCEDURAL AGREEMENT BETWEEN

THE SUPERINTENDENT OF SCHOOLS

OF

THE WEBSTER CENTRAL SCHOOL DISTRICT

AND

THE WEBSTER TEACHERS ASSOCIATION

Procedural Agreement

Preamble

In order to effectuate the policy of Article 14, Section 200 of the New York State Civil Service Law (The Public Employees' Fair Employment Act), this agreement is entered into between the Webster Teachers Association (hereinafter referred to as the "Association") representing the below described teaching unit of the Webster Central School District (hereinafter referred to as the "District"), and the Webster Central School District Superintendent of Schools, who is the Chief Executive Officer of the District (hereinafter referred to as the "Superintendent").

Article I - Acknowledgments

Section A

The Board of Education of the Webster Central School District is the legislative body of the District, and is hereinafter referred to as the "Board".

Section B

The teaching unit consists of those District employees filling the positions listed as: Teacher, Summer School Teacher, School Counselor, Library Teacher, Media Coordinator, Elementary and Middle School Helping Teacher, High School Department Leader, School Psychologist, School Social Worker, Speech and Language Teachers, Occupational Therapists, Physical Therapists, Team Leader, and all other employees engaged primarily in teaching courses credited for graduation requirements which are attended primarily by pupils. Itinerant substitutes shall not be members of this defined teaching unit. The term "Teachers", as used in the context of this contract shall refer to all members of the above described teaching unit.

Section C

This Procedural Agreement constitutes a method by which the parties are to reach mutual understandings regarding matters related to the negotiated terms and conditions of employment. The parties recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District. The Board must operate in accordance with all statutory provisions of the State, and other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate these legal responsibilities. The parties realize, however, that quality education and the efficient and meaningful implementation of Policies, Regulations and measures designed to bring about quality education necessitate the involvement of the instructional staff and the administrative staff in the processes whereby the Board is advised, assisted, and informed of matters necessary to carrying out its legal responsibilities.

Article II - Recognition

The Board recognizes the Association as the exclusive representative organization of the teaching unit and extends the rights accompanying such recognition as specified in Article 14, Section 208 of New York State Civil Service Law (Public Employees' Fair Employment Act) under sub-paragraphs one (1) and two (2).

Article III - Procedures for Conducting Negotiations

Section A - Negotiating Teams and Procedures

Designated representatives of the Superintendent shall meet at mutually agreed upon places and times with representatives of the Association. Subsequent meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters.

The parties also mutually pledge that their representatives will be empowered to make proposals, to consider proposals and to reach compromises in the course of negotiations subject to the ratification procedures set forth below.

Section B - Opening of Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date and place shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made in writing on or before December 1. The purpose of the first meeting will be to establish the modus operandi for the subsequent negotiation sessions. All issues and proposed changes to be negotiated shall be submitted in writing by the Association and the Superintendent or their delegated representatives at a subsequent meeting. Modifications of existing proposals as exchanged by the parties shall not be construed as new proposals. However, new proposals may be added to the list of those to be negotiated if both parties so desire and agree.

Changes in the law during the period of negotiations affecting the terms and conditions of employment shall be understood to allow modification of proposals submitted.

Section C - Ratification Procedures

The exclusive agent status of the negotiating teams does not bind either the Association or the Superintendent to final approval of the negotiated contract.

When consensus is reached covering all the areas under discussion, the proposed agreement shall be reduced to writing, submitted to the Association and the Superintendent for approval and, when approved, for their respective signatures.

Section D - Printing

Copies of the final agreement will be printed and distributed to all members of the Board, the Superintendent and all personnel affected by said agreement. The cost shall be shared equally between the Board and the Association.

Section E - Consultants

Either negotiating team upon prior notification to the other negotiating team may call upon consultants to present information during negotiating sessions. Any expense of such consultants shall be borne by the negotiating team which requested their attendance or may be shared, if agreed.

Section F - Executive Sessions

The parties agree to negotiate in executive sessions. Any statements made before fact finding is invoked to the general public or news media pertaining to the progress of negotiations or to the substance of any proposals submitted by either party shall be made in writing and joint releases shall be made by the President of the Association and the Superintendent. This, in no way, will limit communication to the teaching unit.

Section G - Exchange of Information

Both parties shall furnish each other, upon request, all reasonable available information pertinent to the issue under consideration.

Article IV - Impasse Procedures

In the event good faith negotiations do not resolve all issues and an impasse is declared by either party, the Public Employment Relations Board will be notified pursuant to Section 209 of the Public Employees' Fair Employment Act and the procedures provided therein shall be invoked.

Article V - Saving Clause

This procedural agreement and all its provisions are subject to all applicable laws. In the event any part of this agreement is held to violate these laws, neither party will be bound to such part, but the remainder of the agreement will be in force for both parties.

Article VI - Implementation and Duration

This agreement is binding upon the parties hereto and is separate from all others between them. It shall take effect when: signed by the Superintendent upon the approval of the Board, and signed by the President of the Association upon the approval of the membership of the Association. This procedural Agreement shall expire on July 1, 2012. This document may be amended by a written agreement of the parties, signed and approved as above.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives that day and year below written.

Ratified by Unit Membership:

June 26, 2008

Webster Teachers' Association
Maria Rigillo
Kelly Zielke
Association President

Date of Resolution of Approval
By Webster Central School
Board of Education:

July 8, 2008

Webster Central School District

Adele Bovard

Superintendent of Schools

Webster Teachers Association
Negotiating Team:

Steve Wells
Maria Rigillo
Beverly Voos
John Doerner
Sandra Pray
Kelly Zielke

Superintendent's Negotiating Team:

Adele Bovard
John Carlevatti
Jim Fichera
John Walker
Carm Gumina
Joe Morgan

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