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# **AGREEMENT**

**Between**

**The Superintendent of the  
Salem Central School District**

**And**

**The Washington Academy  
Teachers' Association**

**Salem, New York 12865**

**July 1, 2007 – June 30, 2010**

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**2007 – 2010 Collective Bargaining Agreement Between WATA and the  
Superintendent of the Salem Central School District**

**ARTICLE I. PREAMBLE**

Section 1.01 Preamble:

- (A) In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), as amended to encourage and increase effective and harmonious working relationships among the Board of Education of the Salem Central School District, the Administration, and the professional employees of the School District represented by the Washington Academy Teachers' Association, and so that the cause of public education may best be served in Salem, this Agreement is made and entered into.

**ARTICLE II. RECOGNITION**

Section 2.01 Recognition:

- (A) The Board of Education of the Salem Central School District recognizes the Washington Academy Teachers' Association as the exclusive representative of the bargaining unit composed of all professional employees including teachers, librarians, guidance counselors, school psychologists, for the maximum period permitted by law, and hereby agrees not to negotiate with any other teacher organization during this period. The following positions are excluded: Managerial and Confidential employees including the High School Principal, elementary Principal, Superintendent and positions that are managerial or confidential in nature.

**ARTICLE III. DEFINITIONS**

Section 3.01 Terms:

- (A) As used in this Agreement, the following terms shall have the meaning set forth below:
- (1) *District* - The Salem Central School District
  - (2) *Board* - The Board of Education of the Salem Central School District
  - (3) *Superintendent* - The Superintendent and Chief Executive Officer of the Salem Central School
  - (4) *Association* - The Washington Academy Teachers' Association
  - (5) *Active Service* - For the purpose of this Agreement is full-time employment including paid leave.
  - (6) *Days* - Unless otherwise defined in specific Articles, shall mean calendar days.

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- (7) *School Days* - Days when school is in session for the purpose of instructing students, or for staff development.
- (8) *Teacher* - Shall mean any employee in the bargaining unit covered by this Agreement.
- (9) *Administrator* - Shall mean the Superintendent, Director of Special Education, High School Principal, Elementary School Principal or managerial/confidential administrative positions.

**ARTICLE IV. NEGOTIATION PROCEDURE**

Section 4.01 Time Line:

- (A) On or after February 1, 2010 and no later than March 1, 2010, the parties will enter into good faith collective bargaining concerning terms and conditions of employment for all District employees recognized under the Agreement.

Section 4.02 Information Access:

- (A) The parties agree to make available to each other for inspection and study, all pertinent but non-confidential records, data and information in their possession that relates to the issues being negotiated.

Section 4.03 Impasse:

- (A) If the parties do not reach accord on a successor agreement, impasse may be declared mutually, or by either party, and the matter shall be referred to the New York State Public Employees Relations Board (PERB).

**ARTICLE V. GRIEVANCE PROCEDURE**

Section 5.01 Declaration of Policy

- (A) In order to maintain the already harmonious and cooperative relationships among teachers, administrators and Board of Education which will enhance the educational program in the Salem Central School District it is hereby declared that the purpose of these procedures is to provide a means for an orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper treatment of teachers pursuant to this Agreement.

Section 5.02 Definitions

- (A) *Teacher* - shall mean any employee in the bargaining unit, covered by this Agreement.
- (B) *Aggrieved Party* - shall mean the teacher, any group of teachers, the Association and (when it submits a grievance), and the Board of Education.

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- (C) *Administrator* - Shall mean the Superintendent, Director of Special Education, High School Principal, Elementary School Principal or managerial/confidential administrative positions.
- (D) *Representative* - shall mean the person, designated by the aggrieved party or by the Superintendent.
- (E) *Grievance* - shall mean any claimed violation, misinterpretation or inequitable application of this Agreement.

**Section 5.03 Basic Principles**

- (A) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
- (B) The aggrieved party shall have the right to present a grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- (C) The aggrieved party shall have the right to be represented at any stage of the procedures by a person or persons of their own choice.
- (D) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- (E) Hearings held under the provisions of this procedure will be closed to all persons except the aggrieved party, the Association, the Board, representatives of the aforementioned, the Superintendent and witnesses called to testify.
- (F) Each grievance shall be submitted in writing on a form approved by the Superintendent and the Association and shall identify the aggrieved party, the provision of the Agreement involved in the grievances, the time when and the place where the alleged events or conditions constituting the grievance existed and the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- (G) The teachers shall continue their duties, unless the grievance involved the immediate suspension of a teacher, until the grievance is resolved.
- (H) A grievance must be initiated at the appropriate stage of the Grievance Procedure within thirty (30) calendar days of the action, inaction or matter that created the alleged grievance.

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- (I) If at any of the following stages a grievance is not resolved within the prescribed number of calendar days as provided in each step below, and it is not thereafter taken to the next step within the prescribed number of calendar days, it shall be concluded that the grievance shall be considered resolved. By mutual consent between the Board of Education, the Superintendent and the Teachers' Association, the period of time in Stages (1) through (4), inclusive, may be extended.
- (J) District Grievances
  - (1) The Board shall present grievances directly to the President of the Association. Within fifteen (15) calendar days after receipt of such grievance from the Board, the Association shall deliver to the Superintendent a detailed written statement of its position with respect to the grievance. In the event that the Board is not satisfied with this response, it may proceed to Stage 4.

Section 5.04 Procedures

(A) Stage 1

- (1) The aggrieved party shall orally present the grievance to the immediate administrator who shall orally and informally discuss the grievance with the aggrieved party. The immediate administrator shall render a determination to the aggrieved party within ten (10) calendar days after the grievance has been discussed. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to Stage 2.

(B) Stage 2

- a) Within ten (10) calendar days after a determination has been made at the preceding stage, the aggrieved party may submit a grievance in writing to the Superintendent for review and determination.
- b) The Superintendent shall, within ten (10) calendar days of receiving the written appeal, hold a hearing at which the aggrieved party, and/or the aggrieved party's representative, and all parties of interest may be present in an effort to resolve the grievance. The Superintendent shall render a written determination on the grievance within ten (10) calendar days of the date of the hearing.

(C) Stage 3

- (1) The aggrieved party may, within ten (10) calendar days of the determination by the Superintendent, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education will hold a hearing within twenty (20) calendar days of receiving the written appeal to obtain further information regarding the grievance. At this hearing the aggrieved party, and/or the aggrieved party's representative, and all parties of interest may be present in an effort to resolve the grievance. The Board will render a written determination on the grievance within fifteen (15) calendar days after the conclusion of the meeting.



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(D) Stage 4

- (1) If the aggrieved party is not satisfied with the disposition of the grievance at Stage 3, the aggrieved party may appeal to arbitration within ten (10) calendar days of the receipt of the Stage 3 decisions. The rules and regulations of the American Arbitration shall govern the selection of the arbitrator and the conduct of the procedures and hearings.
- (2) The arbitrator so selected will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date the final post-hearing briefs are submitted. The arbitrator's decision will be in writing, and will set forth the finding of facts and the reasons therefore, in detail.
- (3) The arbitrator shall be without power or authority to make any decision contrary or inconsistent with applicable law or rules or regulations having the force of law. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- (4) The Arbitrator's decision shall be final and binding. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- (5) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

**ARTICLE VI. LEAVES**

Section 6.01 Sick Leave

- (A) Each full-time teacher previously employed by the District shall receive fourteen (14) sick leave days each school year, effective on the opening day of school. Teachers employed for the first time by the District shall be credited with sick leave on the first day they report to work.
- (B) Teachers employed less than full time or for less than a full year, shall earn sick leave on a prorated basis. Short-term substitute teachers shall not be credited with sick leave.
- (C) Sick leave days may be used for personal illness or injury. Unused sick leave may be accumulated to a maximum of 290 days. In the case of an extended illness, the Board may allow additional sick leave.

Section 6.02 Family Sickness

- (A) Employees may use one-half of their annual allotted personal sick leave when sickness occurs in their immediate family or those extended family members residing with or directly dependent upon the employee.

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**Section 6.03 Personal Business Leave**

- (A) Three (3) personal business leave days will be granted to each full time teacher during each school year in addition to sick leave. Prorating will be used as above and short-term substitutes shall not earn personal business leave. Unused personal business leave will accumulate as sick leave.
- (B) Personal business leave may be used only for personal or professional business leave of the teacher that cannot be conducted at a time other than the normal school day. Personal days may not be used for recreational purposes, or to engage in commercial or other money making activities or for other employment. Personal business leave may not be taken immediately prior to or immediately following a vacation, holiday, or recess period unless approved by the Superintendent.
- (C) Teachers taking personal business shall notify their supervisors two (2) days in advance, except in emergencies.
- (D) Employees may request one personal day for a compelling personal reason, without pay, with the Superintendent's approval, which approval will not be unreasonably withheld.

**Section 6.04 Bereavement Leave**

- (A) If a death occurs in a teacher's family, bereavement leave shall be allowed for each occurrence as follows. The leave must be immediately associated with the time of death of the family member. Bereavement leave is not cumulative.
  - (1) A maximum of five (5) days for spouse, children, mother, father, mother-in-law, and father-in-law, stepmother, and stepfather
  - (2) A maximum of three (3) days for sister, brother, or anyone residing with the employee
  - (3) One leave day will be allowed to attend the funeral in case of death of grandparent, aunt, uncle, niece, nephew not residing with employee.
  - (4) In situations not covered above, personal business leave may be used for funeral attendance.

**Section 6.05 Unpaid Leaves of Absence:**

- (A) Unpaid leave of absence may be granted at the discretion of the Board of Education. At the request of a teacher who is denied a leave of absence, the Board will give a reason for the denial within a reasonable time.
- (B) For any unpaid leave of six (6) months duration or longer, the teacher shall notify the Superintendent at least forty-five (45) calendar days prior to the end of the leave, indicating the employee's intention to return to employment in the Salem District.

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- (C) Upon return to the district after any unpaid leave, the teacher will be placed on the same salary step if such leave began before February 1 or the next highest step if such leave began February 1 or later. All unused accumulated benefits will be restored upon return to the District.
- (D) During any unpaid leave, except for unpaid leaves pursuant to the Family and Medical Leave Act, the teacher will be eligible to continue participation in the School District's health insurance plan provided that the entire monthly premium must be paid by the teacher to the School District prior to the premium due date.

Section 6.06 Family Medical Leave Act (FMLA)

- (A) The provisions of the Family and Medical Leave Act of 1993 shall be applicable to teachers.
- (B) Teachers who are taking unpaid leaves pursuant to the Family and Medical Leave Act will be governed by the provisions of such Act.

Section 6.07 Childrearing Leave

- (A) An unpaid leave of absence of up to two (2) years shall be granted, upon written request, to a teacher for the purpose of childrearing. Such request shall be made except in the case of an emergency, at least thirty (30) days prior to the date on which the leave is to begin. The teacher will, at the time the written request for the unpaid leave is made, stipulate the beginning and terminating dates of the unpaid leave.

Section 6.08 Professional Leave

- (A) Professional leave may be granted to one teacher each school year for the purpose of bringing improved instruction of effectiveness to the District. This includes study, research, travel, and participation on committees, commissions and/or agencies related to education.
- (B) Professional leave may be granted for one-half (1/2) year at the full salary, or for one (1) full year at one-half (1/2) the salary the teacher would have received during that period. Also, teachers who are granted leave under this provision and who participate in a recognized foreign teacher exchange program for which the sending school fully and completely remunerates the exchange teacher from the foreign country who provides teacher services for the Salem CSD, will be allowed up to one full year of leave at full pay.
- (C) To be granted professional leave, a teacher must have been employed for seven (7) years in the District, must have permanent certification, and must express in writing a willingness to return to service in the District for a period of two (2) months for each month of paid leave.

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- (D) The teacher must make written application to the Superintendent by February 1 for leave to take place during the following school year. Final approval of the application will be made by the Board of Education, upon recommendation of a Professional Leave Committee composed of a Board member, the Superintendent, and a teacher appointed by the President of the Association, no later than two (2) months after receipt of said application. The application must include a general written plan containing the purpose of the leave, details concerning the activities to be engaged in, specifics about the objectives the teacher hopes to achieve, and a time table of the planned events during the period of the leave.
- (E) All rights and benefits of the teacher shall continue during such leave. The period of professional leave will count for salary and seniority purposes. Salary payments will be made by check at normal payroll dates during the period of leave. When a Salem CSD teacher is granted leave for participation in a recognized foreign teacher exchange program, the sending school district from the exchange country will be responsible for the full remuneration of salary and benefits of the foreign exchange teacher. It is further agreed that the Salem CSD will not be held responsible for any remuneration for the foreign exchange teacher. The remuneration standards set forth by this agreement will not apply to the foreign exchange teacher.
- (F) The granting of professional leave will be at the discretion of the Board of Education.
- (G) If a professional leave is granted by the Board of Education, the teacher, for whom the leave has been approved, will sign a non-interest-bearing note prior to the date of the leave. The note will be payable to the District, for the total salary to be paid during the period of the leave.
- (H) Upon return to employment in the District, the face value of the note shall be redeemable by the teacher at the rate of two months of active employment for each month of paid leave. If a teacher does not return to active employment following the approved leave, or terminates employment to the District prior to full redemption of the note, the face value of the note, or the appropriate pro-rated portion, shall become due and payable.
- (I) If a teacher is granted another type of approved leave prior to completely redeeming the face value of the note, repayment of the note will be deferred until the teacher returns from this leave, or terminates employment in the District.
- (J) If a teacher is terminated by the District because of a reduction in staff prior to completely redeeming the face value of the note, there will be no further obligation regarding repayment of the note.
- (K) In the event of a teacher's death prior to completely redeeming the face value of the note, there will be no further obligation regarding repayment of the note.
- (L) The provisions of Professional Leave will not be subject to the Grievance Procedure.

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- (M) For leaves of six (6) months duration or longer, the teacher shall notify the Superintendent at least forty-five (45) calendar days prior to the end of the leave, indicating the employee's intention to return to employment in the Salem District.

Section 6.09 Sick Leave Advance

- (A) A member of the professional unit who has received tenure may draw upon a reserve sick leave allowance as follows:
- (1) If a member has used all available sick leave, up to thirty (30) days additional sick leave may be approved for any one continuous illness or accident disability.
  - (2) A request must be submitted in writing to the Superintendent with a physician's certification indicating the nature of illness, prognosis and probable date of return to duty.
  - (3) The member will submit to an examination by the school physician if requested by the Superintendent.
  - (4) Unless deceased, the member will agree to repay the number of days used from the reserve allowance by (a) turning over any accumulated days at the end of each year until fully repaid or (b) repaying the school district a sum equal to the substitute rate for those days drawn from the reserve allowance.
  - (5) The member agrees to repay the school district a sum equal to the substitute rate for each day not repaid in the event the staff member resigns before all days in the reserve allowance are replaced. However, in extenuating circumstances, the School Board may waive this repayment. If a staff member's position is cut and that person is placed on a preferred eligibility list, that person shall repay the school district only if he or she is recalled to a new position.

Section 6.10 Jury Duty

- (A) A teacher summoned for jury duty shall present a copy of the summons to the Superintendent as soon as possible.
- (B) The teacher will be paid by the District for that period of time actually involved with the jury duty process and for reasonable travel time.
- (C) The teacher will turn over to the District all monies paid for the jury duty, excluding that amount paid specifically for travel and meal expense.

Section 6.11 Witness in Court

- (A) A teacher summoned as a witness in a court proceeding not initiated by the teacher, the teacher's family, or the Association, may use personal business leave for this purpose. If the teacher does not have adequate personal business leave available, the teacher may request the use of sick leave for this purpose, from the Superintendent.

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**ARTICLE VII. TEACHING CONDITIONS**

Section 7.01 Decision Making

- (A) The Washington Academy Teachers' Association would like to have more of a part in some of the decision making of Washington Academy. At times, because of the every day contact with the students, the classroom teacher may, in some cases, be better equipped to aid in decision making. The faculty is particularly interested in being a part of policy making in the areas of curriculum and scheduling.

Section 7.02 Length of Work Year

- (A) The work year will include no less than 180 teaching days nor more than 182 teaching days. In addition, the District may schedule up to three (3) Superintendent's days per year.

Section 7.03 Length of School Day

- (A) The length of the school days shall be as follows:

Monday – Thursday: 7 hours, 12 minutes  
Friday: 6 hours, 30 minutes

- (B) The tenth period will be used for planning, remedial instruction, in-service activities, faculty meetings, student make-up work, etc. The tenth period will not be used for additional classes, except driver education.

Section 7.04 Other Teaching Conditions

- (A) Teachers may be expected to serve in addition to the normal school day for professional duties, involving parent and student related activities currently being performed.
- (B) The normal workload for all secondary teachers will be five (5) classes plus a study hall. Full time secondary teachers (excluding Special Ed. and Remedial Reading) may voluntarily choose to teach a sixth class in lieu of a study hall, but only with the approval of the individual teacher, administration and the teachers' association. This language is intended to exclude a crossover teacher who teaches predominantly at the elementary level. The compensation for teaching a sixth class will be \$3,000.00 (the teacher will receive equal payments at the regular scheduled pay periods during which the class is taught.) The sixth class must have a minimum of five (5) students, unless exempted by the administration. Teachers teaching more than five (5) classes, but less than six (6) will be paid on a pro rata basis and may be assigned a study hall as long as the total assignment does not exceed six (6) classes. Teaching a sixth class will be in the teacher's certification area.

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- (C) The maximum number of students for secondary teachers will be 130 students per day excluding physical education, music and library teachers. If this class load varies by more than 10% of the 130 students, the District will make an immediate adjustment.
- (D) All Elementary teachers will receive an equivalent of one (1) hour preparation time per day in addition to a daily duty free lunch period of (30) thirty minutes.

**ARTICLE VIII. TEACHER EVALUATION**

Section 8.01 Probationary Teacher Evaluation

- (A) Teachers serving a probationary period shall be observed and evaluated a minimum of three (3) times during each probationary year.

Section 8.02 Tenured Teacher Evaluation

- (A) Tenure teachers may be observed and evaluated at the discretion of the Administration. Teachers requesting an evaluation will notify the Administration by September 30.

Section 8.03 Procedures:

- (A) All classroom observations will be conducted openly and with full knowledge of the teacher and with the physical presence of the observer.
- (B) Following the class observation, a post-observation conference will be held within five (5) school days. Within five (5) school days of the post-observation conference, a written evaluation will be prepared.
- (C) The teacher will be given two copies of the written evaluation. One copy will be signed and dated immediately by the teacher and returned to the Administrator who made the evaluation. The signed copy will be placed in the teacher's personnel file. The teacher's signature shall indicate only that the teacher has received a copy of the evaluation.
- (D) The following disclaimer shall appear on the evaluation form: "A teacher's signature on this form shall indicate only that the teacher has received a copy of the evaluation."
- (E) Within five (5) school days of receiving the evaluation, the teacher may make comments regarding the evaluation directly on the form. This copy will then be returned to the Superintendent, or his designee, and it will be exchanged with the file copy, and placed in the file.
- (F) During the post-observation conference, if a teacher requests, a representative of the Association may be present or may be requested by the Administrator.

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Section 8.04 Non-Tenured Termination:

- (A) If a non-tenured teacher is to be terminated as of the end of the school year, the teacher will be notified by April 1 of that school year.

Section 8.05 Teachers Not Returning:

- (A) A teacher who plans not to return the following school year should notify the school in writing no later than April 1 of the terminating year.

**ARTICLE IX. TEACHER PERSONNEL FILES**

Section 9.01 Procedures:

- (A) When material relative to a teacher's conduct, service, character, or personality is to be placed in the teacher's personnel file, two copies will be given to the teacher. One copy will be signed and dated immediately by the teacher, and be placed in the personnel file. The teacher's signature will merely signify only that the teacher has received a copy of the material. Derogatory material will not be placed in the teacher's file unless substantiated by the appropriate Administrator.
- (B) The following disclaimer shall appear on, or be attached to the material: "A teacher's signature on this material shall indicate only that the teacher has received a copy of the material."
- (C) Within five (5) school days of receiving the material, the teacher may make comments regarding the material directly on it, or on a separate sheet of paper attached to the material. This copy of material and the attachment will then be returned to the Superintendent, and it will be exchanged with the file copy, and placed in the file.

Section 9.02 Access to Personnel Files:

- (A) Teachers will have access to the material in their personnel files at reasonable and mutually agreeable times, and may make copies of these materials, except college placement folders or other related confidential placement documents. The cost of copying material will be paid by the teacher.
- (B) If necessary, a complaint form will be mutually developed by the Administration and the Association.



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**ARTICLE X. HEALTH INSURANCE**

Section 10.01 Hired Prior to July 1, 2007:

- (A) The Salem Central School District will provide Bargaining Unit employees, hired prior to July 1, 2007 with the option of choosing a health insurance plan consisting of either Matrix, or Empire Blue Cross Blue Shield PPO plan Option 1, or substantially equivalent policy, on the following basis:
- (1) All full time employees will contribute 10% of the premium. The District pays 90% of the premium for the 2007 - 2008 school year.
  - (2) Employees who remain on the Matrix plan will contribute 11% of the premium for the 2008 - 2009 school year. The District will contribute 89% of the premium.
  - (3) Employees who remain on the Matrix plan will contribute 12% of the premium for the 2009 – 2010 school year. The District will contribute 88% of the premium.
  - (4) Employees who chose to move from the Matrix to Empire Blue Cross Blue Shield PPO plan Option 1 shall pay 10% of the premium for the term of this agreement. The District will pay 90% of the premium.

Section 10.02 Hired After June 30, 2007

- (A) Employees hired after June 30, 2007 shall have only the option of the Empire Blue Cross Blue Shield PPO plan Option 1 and shall pay 10% of the premium for the term of this agreement. The District will pay 90% of the premium.

Section 10.03 Change in Health Insurance Consortium

- (A) In the event that the health insurance coverage through the BOCES consortium is modified, the parties agree to re-open negotiations for the sole purpose of negotiating the health insurance coverage.

Section 10.04 Part Time Employees:

- (A) All new teachers hired after July 1, 1996 at 0.8 FTE or greater will have 90% of their health insurance benefits paid by the District. As such, part-time teachers at the 0.8 FTE level or greater are eligible for full health insurance benefits in accordance with this section of the contract. Also, any full time teachers whose FTE status is reduced below 0.8 FTE will maintain coverage as explained in 10.01 as long as there is no break in service.
- (B) All part-time teachers (less than a 0.8 FTE) hired after July 1, 1996, are eligible for health insurance. The health insurance will be prorated based on their FTE status times 90%. (i.e., the District will be responsible for the following health insurance premium payment for a 0.6 FTE teacher:  $.6 \times 90 = 54\%$ ; therefore, the part-time bargaining unit member is responsible for the balance of 46%).

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Section 10.05 Employed Couples:

- (A) If a husband and wife are both employed by the District in the Bargaining Unit, one family policy, one two-person policy, or two individual policies will be provided. The following percentage of the health insurance premium will be paid by the District, as is appropriate:

Employee Individual Plan.....	100%
Employee Two-Person Plan.....	100%
Employee Family Plan.....	100%

- (B) If a husband and wife are covered under a family policy, or a two-person policy, and the spouse in whose name the policy is written leaves employment in the District, the appropriate health insurance plan will be provided to the spouse remaining in the District.

- (C) The District provides a rider to the Health Insurance Plan that will increase the Major Medical maximum payment to one million dollars (\$1,000,000) per person.

Section 10.06 Health Insurance in Retirement Prior to July 1, 2007:

- (A) The Salem Central School District will provide bargaining unit employees who retire from the District prior to July 1, 2007 with a health insurance plan consisting of Matrix and the District will pay the following portions of the insurance premium:

Retiree Individual Plan.....	50%
Retiree Two-Person Plan:	
Retiree Portion.....	50%
Spouse Portion.....	35%
Retiree Family Plan:	
Retiree Portion.....	50%
Family Portion.....	35%

NOTE: Retirees will maintain the health benefits they had prior to July 1, 2007, as outlined in Section 10.06.

Section 10.07 Health Insurance in Retirement after July 1, 2007:

- (A) The Salem Central School District will provide bargaining unit employees who retire from the District after July 1, 2007 with an option of choosing a health insurance plan consisting of either Matrix, or Empire Blue Cross Blue Shield PPO plan Option 1, on the following basis:

- (1) Employees who retire from the District and choose the Matrix plan shall have the contribution rates as outlined in section 10.06. This provision is only available to any staff member hired prior to July 1, 2007.
- (2) Employees who retire and have 10 years or more in the District and choose the Empire Blue Cross Blue Shield PPO plan Option 1 shall have the contribution rates of 30% with the District paying 70%. Spousal portion of the premium will have a contribution rate of 65% with the District contributing 35% of the premium.

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- (3) The policy, Matrix or Blue Cross Blue Shield PPO plan Option 1, is transferable to the surviving spouse in the case of the death of the retiree.
  
- (B) If an employee and a spouse are covered under Section 10.05 by either the Two-Person Plan or the Family Plan, and if following retirement of both, the employee whose name in which the Policy is written predeceases the spouse, the Policy will be transferred to the surviving spouse.

**ARTICLE XI. PROFESSIONAL COMPENSATION**

Section 11.01 Salary Schedule

- (A) Teachers will be paid in accordance with the salary schedule and provisions in the attachment (Attachment A) hereto and made a part hereof.

Section 11.02 In-Service Credit

- (A) Definition - Instruction which is approved by the Superintendent and the Board for salary schedule credit, and is other than regular credit hours received from a college or university.
  
- (B) The in-service instruction must have direct application to the assignment of the faculty member. District sponsored and financed programs held within or outside the District will normally not qualify for in-service credit.
  
- (C) Applications for in-service credit must be submitted to the Superintendent and Board for approval prior to the course date, delineating the nature and scope of the program.
  
- (D) Credit will be given for each approved in-service program of six (6) hours or greater duration, at the rate of one (1) graduate credit hour for each twelve (12) hours of instructional meeting time. In-service credit may be accumulated in blocks of six (6) hours of consecutive instructional meeting time to attain the twelve (12) hours required for the one (1) graduate hour. A certificate of successful completion of the program must be submitted to the Superintendent and Board to be eligible for credit.
  
- (E) A teacher may request the Board to pay the cost of an in-service program. If this is approved by the Board, no in-service credit will be given.

Section 11.03 Credit Hour Master Payment

- (A) New graduate credit courses taken for credit must receive prior approval from the Superintendent to qualify for additional salary payment. See Appendix A for payment for credit hours.

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- (B) From time-to-time, the District may have funds available to pay for graduate hours for teachers in certain “high-needs” areas. These funds may come from, but not be limited to, the federal ESEA Title IIA funding for the Recruitment and Retention of Principals and Teachers. Part of the intent of these funds is to provide funding to pay for the development of principals and of teachers in subject areas where teachers are in short supply. If the District contributes funding toward graduate work for bargaining unit members, the following will apply:
- (1) The District will determine the employment areas (both teacher and administrative) where there are needs to apply such funding. In so doing, the District will follow any rules/regulations which are established by the grantors for any grant funding that may be used. When local funding is used, the District will be the sole determiner of how local funds are to be distributed.
  - (2) When not in conflict with rules or regulations established for funding by the providers of a grant for such purposes, the District will conduct meaningful consultation with a representative designated by WATA over the disbursement of available funds to be granted to WATA members. In order to be eligible for disbursements of these funds, it is required that teacher(s) will enroll in and successfully complete District approved graduate work in the academic area(s) being targeted. Successful completion of such a course will be defined as the earning of a grade greater than or equal to a “C” or its equivalent in the course. For courses taken on a “pass-fail” basis, the teacher must earn a grade of “pass” or its equivalent. Upon being presented with proof of successful completion of the course by the teacher, the District will disburse the designated funds to the teacher.
  - (3) If a WATA member avails him/herself of this funding, the teacher, for whom the funding has been approved, will sign a non-interest-bearing note prior to the date of receiving the funds. The note will be payable to the District, for the total amount of funds to be disbursed to that teacher under this Article of the contract. (When graduate work remuneration rates are known, a repayment schedule based on these rates should be incorporated as part of the note.) The face value of the note shall be redeemable by the teacher through payroll deduction at the rate of remuneration per each new graduate hour in effect throughout the time of redemption. (Rates may vary from year to year.) This is effectuated in such a way that during the time that the note is being redeemed, the teacher will not receive pay increases for the newly completed graduate hours. If a teacher does not return to active employment following the disbursement of funds under this provision of the contract, or terminates employment with the District prior to full redemption of the note, the face value of the note, or the appropriate pro-rated portion, shall become due and payable. Upon successful redemption of the note, the teacher will receive salary increases for each new graduate hour according to the graduate hour remuneration in effect at that time. If a teacher is terminated by the District because of a reduction in staff prior to completely redeeming the face value of the note, there will be no further obligation regarding repayment of the note. In the event of a teacher’s death prior to completely redeeming the face value of the note, there will be no further obligation regarding repayment of the note.

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Section 11.04 Pay Dates

- (A) Salary will be paid every two weeks on Friday.
- (B) Teachers may select a schedule of either 21 or 26 biweekly payments. Teachers on a (26) biweekly pay schedule will receive all pay due on the last pay date in June.

Section 11.05 Extra-Curricular Duties

- (A) Any teacher asked to perform extra-curricular duties will be paid additional compensation, plus expenses (e.g., meals, overnight accommodations), in accordance with Appendix B

Section 11.06 Retirement Compensation

- (A) Teachers must declare their intention to retire in writing to the Board no later than four (4) months prior to their effective date of retirement. A letter of retirement must be received by the Board no later than four (4) months prior to the teacher's effective date of retirement. Upon satisfying this requirement, a retiring teacher shall receive, as a deposit to their 403(b) account, an Employer Non-Elective Contribution in accordance with the following sections.
- (B) The compensation will be calculated no later than the final day of employment.
- (C) The formula for determining the 403(b) Employer Non-Elective Contribution is as follows: 55% times the number of unused sick days, times fifty dollars (\$50) per day for those teachers who retire from service and are eligible to receive payment under the local or NYS legislative retirement incentive plan.

Maximum number of unused sick days to be used in the formula will be 290 days.

Example:  $55\% \times 250 \text{ days} \times \$50 = \$6,875$ .

- (D) For those teachers who meet all of the retirement deadlines as stipulated in this agreement and previously forfeited the local retirement incentive plan and are not part of any NYS legislative retirement incentive plan, the formula for determining the 403(b) Employer Non-Elective Contribution will increase from \$50 to \$60.

Example:  $55\% \times 250 \text{ days} \times \$60 = \$8,250$ .

- (E) Employer 403(b) Non-Elective Contributions shall be contributed in accordance with, and subject to the following conditions:
  - (1) No Cash Option: No teacher may receive cash in lieu of or as an alternative to any of the Employer's non-elective contribution(s) described herein, except as provided in Section 2 herein.

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- (2) Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause a teacher's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases (the "Contribution Limit"). For Employer Non-Elective Contributions made post-employment to former teachers' 403(b) accounts, the Contribution Limit shall be based on the teacher's compensation, as determined under Section 403(b)(3) of the Code, and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former teacher after the fifth taxable year in which the teacher terminated employment.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs would exceed the Contribution Limit, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit, and then pay any excess amount as compensation directly to the teacher. In no instance shall the teacher have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit is fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit.

- (3) 403(b) Accounts: Employer Non-Elective Contributions shall be deposited into the mutually agreed upon 403(b) provider account in the name of the teacher.
- (4) Tier I Adjustments: For Tier I members with membership dates prior to June 17, 1971, Employer Non-Elective Contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- (5) This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- (6) This section shall further be subject to the approval of the 403(b) Provider, which shall review this Article of Agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Code. This section is contingent on the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions, such provider will not be approved unless it executes and continues in effect a hold harmless agreement.
- (7) Both the Employer and the teacher are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

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Section 11.07 Employer Non-Elective Contributions to 403(b) plan – Retirement Incentive

- (A) Bargaining unit members who are eligible for a full retirement benefit under the New York State Teachers' Retirement System and have at least fifteen (15) years of service with the Salem Central School District, exclusive of unpaid leaves, shall receive, as a deposit to their 403(b) account, an Employer Non-Elective Contribution provided that all of the following conditions are met:
- (1) An irrevocable letter of retirement must be given to the Superintendent no later than four (4) months prior to the date of retirement (i.e. March 1<sup>st</sup> if the individual retires at the end of the school year). The Board of Education will act and its decision is final.
  - (2) Upon retirement of said individual, the District will deposit a \$10,000 Employer Non-Elective Contribution to said individual's 403(b) account no later than July 15<sup>th</sup> (or 30 days after retirement date).
  - (3) This contribution shall only be available to teachers up to the end of the first year in which the teacher is eligible and shall not be available thereafter. Teachers must take the incentive during their first year of eligibility for receiving full benefits from the NYSTRS. Teachers who are in Tier I and have already passed their first year of eligibility, 2000-2001, will be construed as their first year of eligibility (Eligible after 20 years). A teacher who meets neither the years of service requirement nor the minimum age to receive full benefits under TRS forfeits any local retirement incentive.
- (B) Periods of unpaid leave do not qualify as active service.
- (C) Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the conditions outlined in Article XI, Section 11.06(E) of this Collective Bargaining Agreement.

Section 11.08 Summer Curriculum Work

- (A) Teachers approved to perform work during the summer vacation period will be paid at the rate of 1/200 of their annual salary from the preceding year, per day of work.

**ARTICLE XII. INDIVIDUAL AND ASSOCIATION RIGHTS**

Section 12.01 Payroll Deduction

- (A) Professional dues, fees, and other regular payments to be paid by a teacher may be made through payroll deduction. The teacher must submit a request in writing to the Business Office for the deduction which is to be made. Changes in deductions cannot be made on more than a quarterly basis.
- (B) The current maximum number of columns in the payroll system to be used for this purpose by teachers will be limited to a total of ten (10) for the teaching staff.

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- (C) The District will collect the monies requested through payroll deduction and will transmit those monies promptly to the proper agency, but beyond that, assumes no obligation for the monies collected and transmitted. The teacher, the Association, and all other parties shall hold the District harmless, after the monies have been transmitted regarding any claims, actions, suits or proceedings concerning those monies.

**Section 12.02 Attendance at Board of Education Meetings**

- (A) A representative from the faculty will attend Board of Education meetings and an agenda of the Board meetings will be provided to the Washington Academy Teachers' Association prior to the meeting.

**Section 12.03 Association Business**

- (A) The District will provide an aggregate of eight (8) teacher days per year for the Association officers or designated representatives for business use without the loss of time or benefits. Advance notice of such leave shall be given to the Superintendent at least two (2) days prior to the taking of such leave for the purpose of obtaining substitutes.
- (B) The Association President may be granted release time during the normal school day to conduct legitimate union business.
- (C) The Association President will notify the Superintendent one day in advance of the requested release time except in emergency situations. The release time will not be taken during assigned teaching time of the teacher or tenth period. It may be taken during assigned study hall duty or during preparation periods and will be limited to thirty (30) minutes.
- (D) In all cases, the person granted release time will obtain a suitable replacement from the Association membership at no cost to the District.



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**ARTICLE XIII. VACANCIES AND REASSIGNMENT**

Section 13.01 Definition of Vacancy and Reassignment

- (A) Vacancy is an opening created as a result of a newly created position, a resignation, termination, reassignment, death, or when a teacher's sick leave is exhausted and he/she has not been granted a leave of absence.
- (B) Reassignment is a major change in assignment within a tenure area grade level, or subject matter area.

Section 13.02 Vacancies

- (A) Whenever any vacancy shall occur in any certificated position in the Salem School District, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and by providing appropriate posting on the bulletin board in the Main Office.
- (B) This notice shall clearly set forth a description of the qualifications, including job assignments, salary range, the nature of the interview, and the methods of assessing the merits of the applicants. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least fourteen (14) days prior to the last day on which applications will be accepted. In emergency situations, the Association will be contacted for a waiver of the 14 days notification.

Section 13.03 Voluntary Reassignment

- (A) Any teacher wishing to be reassigned should notify the Superintendent in writing, no later than April 1 of the prior school year.
- (B) The following are guidelines to be used by the District when teachers are to be voluntarily reassigned:
  - (1) Instructional requirements
  - (2) Individual qualifications, teacher's area of competence, major and minor fields of study, and quality of teaching performance
  - (3) Teacher preference
  - (4) Proper teacher certification
  - (5) When voluntary changes in assignments are made, applicants for the position with greater seniority than the person assigned will be given the reason(s) for the decision if a request is made to the Superintendent. The teacher involved may have a representative of the Washington Academy Teachers' Association attend the conference if prior notification is given to the Superintendent.

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Section 13.04 Involuntary Reassignment

- (A) When involuntary reassignments are necessary, reference should be made to Section 13.03(B). Teachers being involuntarily reassigned may request available positions in order of preference to which they desire to be reassigned. Their preference should be considered in making the reassignment.
- (B) When involuntary reassignments are made, the teacher involved will be given the reason(s) for the decision, if a request is made to the Superintendent. The teacher involved may have a representative of the Washington Academy Teachers' Association attend the conference if prior notification is given to the Superintendent.

Section 13.05 Preparation for Reassignment

- (A) An elementary teacher involuntarily assigned to a grade the teacher has not taught in the past three years may be granted up to three (3) days of summer employment to prepare for the new assignment if a request is made to the Superintendent within seven (7) calendar days of the notification of reassignment.
- (B) A secondary teacher involuntarily assigned to teach a newly instituted course may be granted up to three (3) days of summer employment to prepare for the new assignment if a request is made to the Superintendent within seven (7) calendar days of the notification of the reassignment.

**ARTICLE XIV.ACADEMIC FREEDOM**

Section 14.01 Academic Freedom

- (A) The Board of Education and the Washington Academy Teachers' Association agree that academic freedom is essential to the fulfillment of the purpose of the school system and acknowledge the need of teachers to be free from attack and from unwarranted censorship and restraint which would interfere with their pursuit of knowledge and truth in the performance of their classroom responsibilities. Such unwarranted interference stifles initiative and establishes an atmosphere of suspicion and distrust.
- (B) In practicing academic freedom, the staff recognizes and is sensitive to the needs of the community and to its responsibility to exercise sound judgment and to refrain from using the classroom to promote personal views on religion, race, partisan political issues, or WATA/District issues.

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**ARTICLE XV. TEACHER SAVE HARMLESS**

Section 15.01 Save Harmless:

- (A) The School District agrees to hold a teacher harmless in accordance with New York State Education Law, Sections 3028 and 3023, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of the teacher's duties within the scope of their employment or under the direction of the School District.
- (B) A teacher shall not be entitled to the protection of this Article unless within ten (10) days of the time the teacher is served with any claim, summons, complaint, process, notice, demand, or pleading, the teacher delivers the original or a copy thereof to the Superintendent or designee.

**ARTICLE XVI. CURRICULUM**

Section 16.01 Curriculum:

- (A) It is the responsibility of the Board of Education to establish the curriculum for the Salem Central School District within the guidelines and mandates of the New York State Education Department. The Administration is charged with the responsibility for further development and improvement of the curriculum established. Recommendations from the teaching staff and from the Association will be considered.
- (B) A committee composed of two (2) teachers, appointed by the Association President, and two (2) administrators, appointed by the Superintendent, will meet in October and February of each year to review the curriculum and determine any need to improve, revise, or expand it. Upon a request of a majority of the committee, or the Board of Education, the committee will meet with the Board to offer suggestions or recommendations.

**ARTICLE XVII. SCOPE OF AGREEMENT**

Section 17.01 Scope of Agreement:

- (A) This instrument constitutes the entire agreement between the Superintendent of the Salem Central School District and the Washington Academy Teachers' Association. It concludes all collective negotiations during its term, and terminates all prior agreements and understandings. This agreement shall supersede any rules, policies, or regulations of the Board which are contrary to, or inconsistent with its terms and may be amended, altered or modified by mutual consent of the parties.
- (B) However, any changes in terms and conditions of employment not covered by this Agreement shall be subject to negotiations between the parties.

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**ARTICLE XVIII. CABINET**

Section 18.01 Objective

- (A) The Cabinet will serve as a means of addressing issues of mutual concern.

Section 18.02 Membership

- (A) District representatives shall consist of the Superintendent, a person appointed by the Superintendent, and two Board members.
- (B) Washington Academy Teachers' Association representatives shall consist of the President or designee and three other W.A.T.A. members appointed by the President.
- (C) If either party desires to have additional members attend (up to a total of seven (7) people from each party), the other party shall be notified at the time the meeting is scheduled.

Section 18.03 Meetings

- (A) The Cabinet will be convened within ten (10) school days, upon an agreement to do so by the Superintendent and the President of the Washington Academy Teachers' Association.
- (B) The time and place of the meeting shall be determined by the Superintendent and the President of the Washington Academy Teachers' Association. The meeting will be chaired by the party initiating the meeting.
- (C) The initiating party will establish an agenda for the meeting, and provide a copy to the other party five (5) school days before the meeting date to allow possible additions to the agenda.

**ARTICLE XIX. GENERAL**

Section 19.01 Separability

- (A) Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation shall affect only that part or provision so involved, and all other parts and provisions of the Agreement shall remain in full force and effect.

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Section 19.02 Statutory Notice

(A) Article 14, Section 204-a. of the Civil Service Law:

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

**ARTICLE XX. DURATION**

Section 20.01 Duration:

(A) This agreement, having been entered into by the parties, shall be in full force and effective from July 1, 2007 through June 30, 2010. Thereafter, it shall have no continuing effect except as provided for by law. In witness thereof, the parties have caused this agreement to be implemented by the signing of their respective representatives.

For WATA

For The District

_____ Frank Fronhofer II Negotiations Chairperson	_____ Date	_____ Charles T. Kremer Superintendent	_____ Date
_____ Mary Kruchinski WATA Chairperson	_____ Date	_____ Garth Kenyon President Board of Education	_____ Date

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**APPENDIX A SALARY SCHEDULE 2007-08 THROUGH 2009-10**

<b>STEP</b>	<b>07-08 BA</b>	<b>08-09 BA</b>	<b>09-10 BA</b>
<b>1</b>	\$34,426	\$35,325	\$36,303
<b>2</b>	\$35,314	\$36,237	\$37,240
<b>3</b>	\$36,303	\$37,251	\$38,283
<b>4</b>	\$37,300	\$38,274	\$39,333
<b>5</b>	\$38,338	\$39,339	\$40,428
<b>6</b>	\$39,472	\$40,503	\$41,624
<b>7</b>	\$40,605	\$41,665	\$42,819
<b>8</b>	\$41,738	\$42,828	\$44,013
<b>9</b>	\$42,869	\$43,989	\$45,207
<b>10</b>	\$44,002	\$45,152	\$46,402
<b>11</b>	\$45,136	\$46,315	\$47,597
<b>12</b>	\$46,269	\$47,478	\$48,792
<b>13</b>	\$47,402	\$48,641	\$49,987
<b>14</b>	\$48,534	\$49,802	\$51,180
<b>15</b>	\$49,668	\$50,966	\$52,376
<b>16</b>	\$50,846	\$52,174	\$53,618
<b>17</b>	\$51,964	\$53,322	\$54,798
<b>18</b>	\$53,108	\$54,495	\$56,003
<b>19</b>	\$60,474	\$62,054	\$63,772
<b>20</b>	\$61,805	\$63,419	\$65,175
<b>21</b>	\$62,421	\$64,051	\$65,824
<b>22</b>	\$63,874	\$65,542	\$67,356
<b>23</b>	\$65,549	\$67,262	\$69,123
<b>24</b>	\$67,225	\$68,981	\$70,891
<b>OFF</b>	\$67,225	\$68,981	\$70,891
<b>Credit Hours</b>	\$68	\$70	\$72
<b>Degree</b>	\$657	\$674	\$693

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**APPENDIX B COMPENSATION FOR EXTRA-CURRICULAR DUTIES**

Extra-curricular salaries will be determined by multiplying Step 3 of the BA Salary Schedule by the appropriate Index percentage times the appropriate Experience Factor.	
<b><u>Experience in the Activity</u></b>	<b><u>Experience Factor</u></b>
1-3 years	0.95
4-6 years	1.00
7 or more years	1.05
The Board of Education may add, delete, or substitute athletic programs or extracurricular activities. If an addition or substitution is made, the parties to the Agreement will meet to determine the appropriate salary to be paid.	
<b>Activity</b>	<b>Index</b>
Audio-Visual	5.0%
Bowling Club	4.0%
Cheerleading (Fall)	3.0%
Cheerleading (Winter)	4.0%
Class Advisor	
Grade 7	1.0%
Grade 8	1.0%
Grade 9	1.0%
Grade 10	1.0%
Grade 11 (includes Jr. Prom activities)	4.0%
Grade 12 (includes all graduation activities)	3.0%
Technology Member (K-12) (up to 5 members) each	2.0%
Technology Coordinator (K-12)	7.0%
French Club	1.0%
Future Business Leaders of America	2.0%
FFA	7.0%
Family, Career, Consumer Leaders of America	2.0%
Literary Magazine and Business Manager	4.0%
Music – Elementary Chorus	4.0%
Music – Extracurricular Instrumental	4.0%
Music – Extracurricular Vocal	4.0%
Music – Jazz Band	4.0%
National Honor Society	2.0%
Post Star Bowl Team	2.0%
Assistant Prom Coordinator	2.0%
SADD	2.0%
Drama Club Advisor/Director	6.0%
School Musical Director/Drama Club Advisor	8.0%
Ski and Snowboard Club	2.0%
Spanish Club	1.0%
Student Council – Elementary	3.0%
Student Council – Jr./Sr. High	3.0%
Title I Coordinator (plus 3 full days in summer, see section 11.08)	8.0%
Yearbook	8.0%
Home Events Coordinator (Fall & Winter Sports)	2.0%
Chaperoning (\$12/hour; \$36/activity)	
Other extra-curricular activities such as bus chaperoning shall be paid at a rate of \$6 per hour or \$18 maximum; whichever is less, plus expenses, if the service is rendered after the close of the regular school day, but not in addition to remuneration already received by the teacher in charge of an activity.	

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**APPENDIX C ATHLETICS**

Athletic Coaching salaries will be determined by multiplying Step 4 of the BA Salary Schedule by the appropriate Index percentage times the appropriate Experience Factor.	
<b><u>Experience in the Activity</u></b>	<b><u>Experience Factor</u></b>
1-3 years	0.95
4-6 years	1.00
7 or more years	1.05
The Board of Education may add, delete, or substitute athletic programs or extracurricular activities. If an addition or substitution is made, the parties to the Agreement will meet to determine the appropriate salary to be paid.	
<b><u>Position</u></b>	<b><u>Index</u></b>
<b>Athletic Director:</b> In addition, the Athletic Director will be paid two (2) full days for summer work based on 1/200 <sup>th</sup> of the respective salary from the previous school year (see section 11.08)	15.0%
<b><u>Varsity Boys' Sports</u></b>	
<b><u>Position</u></b>	<b><u>Index</u></b>
Baseball	8.0%
Basketball	10.0%
Cross Country	8.0%
Football	9.0%
Soccer	9.0%
Track	8.0%
Wrestling	10.0%
<b><u>Varsity Girls' Sports</u></b>	
<b><u>Position</u></b>	<b><u>Index</u></b>
Basketball	10.0%
Field Hockey	9.0%
Soccer	9.0%
Softball	8.0%
Track	8.0%
Volleyball	6.0%
Junior Varsity Sports will be paid at 75% of the Varsity amount.	
Junior High (Modified) Sports will be paid at 50% of the Varsity amount.	
If an individual coaches both the boys' modified track team and the girls' modified track team during the same season, it is agreed that the salary for this position will be 75% of the varsity pay.	



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**APPENDIX D COMPENSATION FOR ADDITIONAL PROFESSIONAL DUTIES**

The following percentage factors are based on the first step of the BA column of the Salary Schedule:	
<b>Position</b>	<b>Index</b>
Teacher Mentor	2.0%