



Cornell University  
ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Madrid-Waddington Central School and Madrid-Waddington Chapter, NYSUT, Local 2805 (2009) (MOA)**

Employer Name: **Madrid-Waddington Central School**

Union: **Madrid-Waddington Chapter, NYSUT**

Local: **2805**

Effective Date: **07/01/09**

Expiration Date: **06/30/13**

PERB ID Number: **5522**

Unit Size: **64**

Number of Pages: **42**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA|5522

# **AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION  
MADRID-WADDINGTON CENTRAL  
SCHOOL**

**AND**

**MADRID-WADDINGTON CHAPTER  
NEW YORK STATE UNITED TEACHERS**

**JULY 1, 2009 - JUNE 30, 2013**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**FEB 25 2010**

**ADMINISTRATION**

64



**ARTICLE I  
RECOGNITION CLAUSE**

The Madrid Waddington Central School Board of Education (hereafter referred to as the Board) having determined that the Madrid Waddington Chapter New York State United Teachers (hereafter referred to as the Association) is supported by a majority of the teachers and registered nurses, in a unit composed of all professional personnel, except the Superintendent and Administrators, hereby recognizes the Association as the exclusive negotiating agent for all personnel in such unit.

Recognition shall continue in effect for the duration of the contract not to exceed the maximum amount allowed by law so long as the Association's membership contains more than fifty percent of the employees in the negotiating unit.

**ARTICLE II  
DUES DEDUCTION**

- A. The District agrees to deduct from the salaries of its employees dues for the Madrid Waddington Chapter of the New York State United Teachers as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association. Teacher authorizations shall be in writing in the form set forth below:

MADRID WADDINGTON CHAPTER OF THE NEW YORK STATE  
UNITED TEACHERS - LOCAL #2805

DUES DEDUCTION AUTHORIZATION CARD

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

BUILDING \_\_\_\_\_

DATE OF AUTHORIZATION \_\_\_\_\_

I hereby request and authorize the Board of Education of the Madrid Waddington Central School to deduct from my earnings and transmit to the Madrid Waddington Chapter of the New York State United Teachers', the amount of the membership dues as certified by this Association. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability thereof. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Teacher's Signature \_\_\_\_\_

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION  
MADRID WADDINGTON CENTRAL SCHOOL  
AND  
MADRID WADDINGTON CHAPTER  
NEW YORK STATE UNITED TEACHERS**

**JULY 1, 2009 - JUNE 30, 2013**

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>ITEM</b>	<b>PAGE</b>
I	RECOGNITION CLAUSE	1
II	DUES DEDUCTION	1
III	ADMINISTRATIVE RESPONSIBILITIES	3
IV	TEACHER RESPONSIBILITIES	4
V	IN-SERVICE CREDIT	6
VI	GRIEVANCE PROCEDURE	6
VII	LEAVES OF ABSENCE	9
VIII	PROTECTION OF TEACHERS	16
IX	PERSONNEL FILE POLICIES	16
X	HEALTH INSURANCE	17
XI	VACANCIES	18
XII	NON-TEACHING DUTIES	19
XIII	SALARY PROVISIONS	19
XIV	SALARY SCHEDULES	(A-1-4)
XV	EXTRA-CURRICULAR-ATHLETIC / CO-CURRICULAR SCHEDULE	(B-1-4)
XVI	DECLARATION OF PLEDGE OF NO STRIKE POLICY	22
XVII	PROFESSIONAL ORGANIZATIONS	22
XVIII	NON-DISCRIMINATING CLAUSE	22
XIX	ASSOCIATION BUSINESS	22
XX	EVALUATION PROCEDURES	23
XXI	PROPER DISMISSAL PROCEDURES	24
XXII	REDUCTION IN STAFF PROCEDURES	24
XXIII	SHARED DECISION MAKING	25
XXIV	MISCELLANEOUS PROVISIONS	25
XXV	DURATION CLAUSE	26
XXVI	TERMINATION COMPENSATION	27
XXVII	NURSES' RESPONSIBILITIES	27
	SIGNATURE PAGE	29
	Request for Inservice Credit form	30
Addendum I	Memorandum of Understanding	

- B. No later than two (2) weeks prior to the first scheduled pay period in September, the Association will provide the District with the original signed Dues Deduction Authorization Cards of those employees who have voluntarily authorized the District to deduct dues for the Association. The Association will also certify to the District, at this time, in writing, the current rates of its membership dues.
- C. Effective September 2007, deductions referred to in Section A above shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned above, shall be deducted in twenty (20) equal installments beginning with the first pay period in September and continuing for twenty (20) consecutive periods.
- D. Authorizations not submitted in accordance with Section A above will not be honored until the first pay period in March at which time deductions shall be made in five (5) equal and consecutive pay periods with the first period in March. These authorizations must be received by the District at least two (2) weeks prior to the first payroll in March and after this date, no further authorizations will be honored until the following year.
- E. The District, shall at the end of each deduction - not pay period - as specified in Sections C and D above, transmit the amount so deducted to the Association.
- F. AGENCY FEE

Effective July 1, 1984, the Madrid Waddington Central School District shall deduct from the salary or wages of employees in the bargaining unit comprised of all the professional personnel, except the Superintendent and Administrators, who are not members of the Madrid Waddington Chapter New York State United Teachers, the amount equivalent to the dues levied by the Madrid Waddington Chapter New York State United Teachers and shall transmit the sum so deducted to the Madrid Waddington Chapter New York State United Teachers in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Madrid Waddington Chapter of the New York State United Teachers affirms it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Madrid Waddington Chapter of New York State United Teachers maintains such procedure.

The agency shop fee deduction shall be made following the same procedure as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

- G. The District agrees to facilitate participation by its employees through appropriate withholding and forwarding of monies to District approved Credit Unions.

- H. NYSUT Benefit Trust. The Administrator will direct the fiscal officer of the District to deduct from the salaries of those members participating in the Trust, an amount authorized by said unit members on NYSUT Benefit Trust Forms. These deductions will commence on the second pay period of the school year and will continue for twenty (20) consecutive pay periods in a school year. It is understood that the authorization may be amended or withdrawn at the discretion of the unit member, not to exceed three times a year without the Superintendent's authorization. The monies deducted will be forwarded to the NYSUT Benefit Trust by the fiscal officer.

### ARTICLE III ADMINISTRATIVE RESPONSIBILITIES

- A. The District agrees there will be no reduction in staffing patterns which would result in teacher loads significantly in excess of the recommendation of the Commissioner of Education. Every effort will be made to equalize the study hall load during the same period so far as room facilities will allow.
- B. A teacher will be allowed 225 minutes per week of time free from classes or supervision excluding lunch time. The daily schedule will allow each teacher a minimum of 30 **consecutive** minutes planning time in a given day. Only in the case of an extreme emergency, example: another teacher being out of school with no notice, leaving a class unattended, will a teacher in a departmental situation be required to accept more than six and a half (6 1/2) periods of responsibility without his or her consent. The 1/2 period of responsibility may be for non-academic supervision, content-area specific duty (e.g. chemical hygiene officer, AIS facilitator) or mutually agreed upon instruction. If a staffing concern develops, the District may request the Association to reopen negotiations on this issue only, and the Association agrees to this request.
- C. Within the hours normally allotted for lunch, each teacher will have a lunch period consisting of one-half hour during which time the teacher will not be required to perform any duties.
- D. Substitutes will be provided whenever possible, and the Administration will accept suggestions from the Association regarding individuals who are qualified to serve as substitutes. The substitute list used by the District will be available to the Association.
- E. Administrators will discuss with the current staff members their teaching assignments as foreseen for the coming school year. Each teacher will be notified in writing by June 15, as to his/her tentative daily teaching schedules for the forthcoming year, honoring, if possible, the teacher's desires. Teaching schedules in the elementary school will be made specific by June 15. It is recognized that change may be necessitated after the date as a result of

emergencies or unforeseen circumstances. If such changes are necessitated, the Administration will make every reasonable effort to notify teachers within ten days after such decisions have been finalized.

- F. No teacher shall be required to render service or remain in attendance at school during the school day in excess of seven and one-quarter (7-1/4) hours per day inclusive of lunch time, but exclusive of the following:
- a) Necessary building, faculty, departmental or grade level meetings
  - b) Compensated duties such as coaching, etc.
  - c) Non-compensated duties: The assignment of duties for which there is no provision for additional compensation (e.g., Elementary Spring Concert, etc.) shall be made as far as practicable in accordance with the interest and preference of teachers involved. Teachers will not be required to chaperone dances. No high school teacher will be assigned a second duty until all high school teachers have done one duty. No elementary teacher will be assigned to a second duty until all elementary teachers have done one duty. Teachers shall not be assigned more than two such duties. Teachers who volunteer to supervise dances shall be assigned to no more than one other duty.

#### **ARTICLE IV TEACHER RESPONSIBILITIES**

Teachers will make every effort to:

1. Be available on school premises during the time designated by the Board of Education as the official school day, unless otherwise excused by the Administration.
2. Be in their instructional areas during that period of the school day which is designated for instruction and supervision.
3. Teach such classes as may be assigned to them with the administrator being obligated, in turn, to make every effort to keep classes balanced at a reasonable size and to assign each teacher to NO more than one class outside of his/her area of certification.
4. Provide the necessary instructional services for the entire academic year in accordance with the calendar adopted by the Board of Cooperative Educational Services limited in any case to a total of 181 days.
5. Maintain appropriate academic records including attendance, test scores, marks, cumulative records, etc.



6. Prepare and submit promptly any reports or information which may be requested by the Administration.
7. Maintain and have available in their room both short and long-range lesson plans. (Long range meaning a period of at least one week.)
8. Perform such work as may be needed to plan for teaching and to evaluate student progress.
9. Make themselves available for such meetings and activities as may be specified by the Board of Education or the Administration. There will be at least a 24 hour notice given and an agenda will be provided.
10. Make themselves available for conferences with parents. Conferences will be scheduled at a time mutually agreeable to parent and teacher. The presence of a third party may be requested.
11. Make themselves available for consultation with students at a mutually agreeable time.

Both the Association and the Board of Education encourage teachers to keep themselves up-to-date by engaging in activities such as:

- a.) Attending college classes
- b.) Participation in approved workshops
- c.) Participation in approved in-service activities
- d.) Approved travel
- e.) Serving as a team leader
- f.) Preparation of successful mini-grant proposals
- g.) Disseminating new ideas or making oral or written reports to the faculty.
- h.) Writing learning activity packages
- i.) Voluntary attendance at extra-curricular events, not as a chaperone, but as an interested adult
- j.) Developing an in-service project
- k.) Developing and implementing a research project

## **ARTICLE V IN-SERVICE CREDIT**

In-service credit is defined to include courses or workshops offered to further broaden a teacher's background in any recognized area without graduate or undergraduate credit intended. Such in-service credit for purposes of progressing on the salary schedule or a change in schedule may be granted by the Superintendent. Criteria for such credit may be proposed by the Association and submitted to the Superintendent for approval. The amount of credit is to be based upon the nature of the courses or workshop, the time spent in the training and successful completion of the requirements. Should the Board decide it is not going to support the recommendation of the Superintendent, it must notify the teacher(s) making the request, in writing, prior to the beginning of the course, or as soon as practicable after the announcement of the in-service activity is received. It is the responsibility of the Superintendent to inform the Board of Education of any such requests at the first board meeting following receipt of same. If the Board is not informed or fails to act prior to the start of the activity, the credit shall be allowed. (Request for Inservice Credit form - page 29)

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest possible administrative level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.

### **B. Definition of a Grievance**

A grievance is a complaint by a teacher, a group of teachers, or the Association based upon an alleged violation, or a variation from the provisions of this Agreement or the interpretation and application thereof.

### **C. Procedures**

#### **Stage 1:**

- a. The aggrieved party should discuss said grievance with the building principal on an informal basis.
- b. If this does not result in a mutually satisfactory resolution of the problem, the aggrieved party must file a formal grievance with the building principal within fifteen (15) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based. Copies of the formal grievance will also be sent to

the Superintendent, the President(s) of the Teachers' Association, and the Chairperson of the Grievance Committee.

Stage 2:

- a. Within fifteen (15) school days after receipt of the formal grievance, the Building Principal will meet with the aggrieved party and the Grievance Committee.
- b. Within fifteen (15) school days of the meeting, the Building Principal shall render a decision in writing to the aggrieved party, with copies to the Superintendent, the Chairperson of the Grievance Committee, and the President of the Teachers' Association.

Stage 3:

- a. If the Grievance Committee and the Executive Committee of the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal, in writing, with the Superintendent within fifteen (15) school days after receiving the decision of Stage 2. Within fifteen (15) school days after receipt of such appeal, the Superintendent or his/her designee (in his/her absence or when he/she is directly involved) will hold a hearing with the aggrieved party, the Grievance Committee, the involved building principal and all other parties in interest. The official grievance record maintained by the Superintendent shall be available for use by the Board of Education and the Association.
- b. The Superintendent shall render a decision in writing to the aggrieved party, the Chairperson of the Grievance Committee, the involved Principal, and the President(s) of the Teachers' Association within fifteen (15) school days of the hearing.

Stage 4:

- a. If the Grievance Committee and the Executive Committee of the Association are not satisfied with the decision at Stage 3, the Grievance Committee will file an appeal, in writing, with the Board of Education within fifteen (15) school days after receiving the decision of Stage 3.
- b. At the next regular Board meeting, or within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 5:

- a. If the Grievance Committee and the Association are not satisfied with the decision at stage three, they may, within fifteen (15) days after receiving the decision, refer the grievance to arbitration by requesting that the American Arbitration Association propose the name of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent. Upon receipt of the names of the proposed arbitrators, designees of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be binding upon both parties. The arbitrator shall regard the provisions of this agreement as the basic principles and fundamental law governing the relationship between the parties. The arbitrator's function is to decide cases of alleged violation of such provisions.
- c. The cost for the services of the arbitrator shall be borne by the losing party. The arbitration proceedings shall be held in Madrid Waddington School District, unless the Association and the School District both agree on an alternative site.
- d. Miscellaneous Provisions
  1. At any point in the procedures, the indicated time limits may be extended by mutual agreement of the parties involved.
  2. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 3.
  3. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all public material and relevant documents, with the exception of informal or confidential material, communications and records concerning the alleged grievance.
  4. A grievance is void if not initiated within the procedure guidelines.

**ARTICLE VII  
LEAVES OF ABSENCE**

1. Leave Credits

Fifteen (15) days leave with full pay each fiscal year will be allowed each teacher and any unused balance will become cumulative leave, up to 300 days. After the teacher has built up cumulative leave credits, any leave in excess of fifteen (15) days in the school year will be deducted from his/her cumulative leave.

Teachers will be notified of the number of their accumulated leave days periodically and upon request.

Any teacher who is employed from the last date of employment six months or more of the fiscal year, shall be entitled to fifteen (15) days of leave for the fiscal year.

Any teacher who is employed from the last date of employment less than six months of the fiscal year shall be entitled to ten (10) days of leave for the fiscal year.

2. Temporary Leave With Full Pay

Approval for absences must be obtained from the Building Principal, unless stated otherwise.

- a.) Employee sickness: Leave to be deducted from leave credit. (This provision does not apply to teachers who are on an unpaid leave of absence).
- b.) Family sickness: Leave to be deducted from leave credit for employees taking leave due to serious illness in their immediate family.\*  
  
\* Immediate family shall mean spouse, child, father, mother, father-in-law, mother-in-law, brother or sister, grandparents, grandchildren, or other members of the immediate household. In other cases of close family relationship such absences must be approved by the Superintendent.
- c.) Any employee or family illness of three (3) days or more may require a physician's verification and permission to return to work.
- d.) Family death: Three (3) days leave - not to be deducted from leave credit. Family shall mean: spouse, child, father, mother, father or mother-in-law, brother, sister, brother or sister-in-law, grandparents, grandchildren or other members of the immediate household. In other cases of close family relationship such absences must be approved by the Superintendent.
- e.) Association conferences: Necessary Association Representatives will be allowed to attend the NYSUT Representatives Assembly without loss of leave credit. The Association shall pay the substitute salaries for teachers attending the R.A.

- f.) Organizational conferences: The President and the Chief negotiator of the local Association may attend one NYSUT Conference without loss of leave credit. The Association is to pay for the substitute hired by the Administrator.
- g.) Professional conferences: Application for attendance for a conference in the teacher's professional field may be made to the Building Principal subject to his/her approval and the Superintendent's approval. An estimated budget of expenses will accompany the application. If attendance is approved, there will be no loss of leave credit and acceptable itemized expenses will be reimbursed. A written report of the conference proceedings attended must be submitted with the bill of expenses.
  - i. CRITERIA used by the Building Principal and Superintendent when considering the application.
    - a. The needs of the educational program
    - b. The value to the District of the conference as compared to the cost
    - c. Normally only one person shall attend from a department
    - d. Except under unusual circumstances, a teacher shall not attend more than one major conference (one in excess of a \$400 cost per year).
  - ii. The District agrees to budget \$8,500.00 per year. A minimum of \$2,000 will be reserved for use after January 1 of each year. Payments made to substitutes will not be deducted from professional conference budget money.
- h. Court or Governmental Agency appearance: The number of days will be approved without the loss of leave credit if one of the following conditions exist: The school district is involved and the employee is a party or witness to the action *-or-* The employee is to appear as a witness to testify to facts and/or testimony of general interest before a Federal, State, or County Grand Jury *-or-* The employee is required to appear before a Federal, State, County, Town, or Village agency and is not personally involved.
- i. Jury Duty: Necessary time used will be approved without loss of leave credit. Notice of the Jury Duty must be submitted to the Building Principal. The employee shall reimburse the school district in an amount equal to the jury fee received exclusive of transportation and meal allowance.
- j. Religious Holidays: Days of absence for religious holiday observances of the employee's particular faith, not covered by the regular school calendar, will be deducted from leave credit.
- k. Educational purpose: Days absent will be deducted from leave credit for required educational meetings not covered by other policies.

1. **Personal Business Leave:** Effective July 1, 1984, employees will be entitled to leave not to exceed three (3) days per school year in order to allow teachers to deal with emergency or other legitimate situations which require their absence from school, and which are not covered by leave provisions in this contract.

Such leave is not to be used for any purpose which can be dealt with outside of regular school hours. Such leave is not to be used for gainful employment or purely recreational purposes (hunting, fishing, shopping, etc). Such leave is not to be used to extend vacation periods without prior approval by the Board or its designee. Such leave will be deducted from leave credit. The appropriate form as outlined in this section is to be used. No reason need be given. If feasible, a forty-eight hour advance notice should be given to facilitate the hiring of a substitute.

Should the district have reason to believe this provision is being abused, the Association will be notified and given the opportunity to investigate and attempt to remedy the situation.

Nothing in this section is to be construed as limiting the authority of the Administration or the Board of Education to take appropriate disciplinary action in cases where this provision of the contract is abused.

Personal Business Absence Form

I hereby request a leave of absence on \_\_\_\_\_  
(Day/Month)

I affirm that this request complies with the provisions of the contract. This leave is not being used for any purpose which can be dealt with outside regular school hours.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

3. **Child Rearing Leave**

Leave for rearing minor children will be granted for a period of one school year. Any such child-rearing leave must be taken within the first three (3) years following the birth or adoption of a child. Any variances from the above language would require Superintendent approval.

- a.) Notice of this request will be given to the district at least three (3) months before the leave commences.
- b.) Under extenuating circumstances, reasonable notice variances will be allowed.
- c.) A second year may be requested.

Upon return, the teacher shall be granted all professional advantages and status which he/she had at the time leave commenced, except that a teacher having service at least six (6) months in the school year in which the leave commenced shall be placed on the next higher level of salary increase.

Upon return to the district, the teacher shall be assigned to the same position which was held at the time the leave commenced, or to a substantially equivalent position.

4. Sick Leave Bank

The employees of the Madrid Waddington Central School District shall be afforded the opportunity of participating in, and receiving the benefits of a district-wide sick leave bank. The following form will be used to initiate membership.

**SICK LEAVE BANK  
DISTRICT-WIDE**

I agree to contribute one day of my sick leave to the sick leave bank, beginning with the school year 20\_\_ - 20\_\_, until such time I notify the Clerk of the Board of my desire to withdraw from the bank.

At such time, I forfeit any day that I have contributed to the bank.

I am also willing to contribute sick leave days to rebuild the sick leave bank if the number of days drops below 135.

Signed \_\_\_\_\_

- a. Each employee electing to join will donate one day of his/her accumulated sick leave, to be matched on a one-to-one ratio by the Board. The opportunity to join the pool will be afforded all employees at the beginning of the school year, and the application form authorizing the deduction of a sick



leave day to be placed in the pool for the employee to be a member during that year.

- b. An employee electing to join the sick pool, after its initial inception, will be required to donate the number of days other employees donated as members of the pool, between the employee's date of employment and the date the employee joins the pool.
- c. Until such time as an employee elected to join the sick leave pool, should they become ill before joining, they are not eligible to draw from the sick leave pool.
- d. Should an employee who is not a member of the sick leave pool become ill or incapacitated on the first of September, he/she would be ineligible to participate until such time he/she had recovered from the illness or disability and returned to work.
- e. Any employee who joins the sick leave pool will remain a member until such time as he/she notifies the Clerk of the Board.
- f. Employees who withdraw from the sick leave pool or who resign or retire, will not be eligible to withdraw their days donated to the sick leave pool.
- g. In the event the balance drops to 135 days or below, each member will have one day deducted from his or her accumulated leave to replenish the sick leave pool. Days deducted will be matched by the Board of Education.
- h. When it becomes apparent that illness or injury of an employee will result in the exhaustion of his or her sick leave, the teacher or his/her representative will apply in writing to the Sick Leave Review Board consisting of a Board member, an administrator, the President of the Teacher's Association, a teacher from each building, and three non-teaching employees selected by their Association.
- i. The Review Board will review the case, determine the eligibility of the employee and render its decision in writing. The decision of the committee will be final and is not subject to arbitration. The following criteria will be utilized:
  - i) The employee must exhaust his/her sick leave before using any days from the pool.
  - ii) A waiting period of three days beginning with the first day of illness, for each year of service in the District up to thirty days, must precede usage of the pool. Absence must be continuous. Under extenuating circumstances, this provision could be waived upon recommendation of the Review Board and approval of the Board of Education.

- iii) The Review Board may at its discretion review cases and require submission of appropriate medical data.
- iv) The individual has signed an appropriate release form authorizing the school district to receive any Workers' Compensation or Disability salary payments due him/her as a result of an accident or illness. Upon receipt of such payments, the sick leave bank shall be replenished by the number of days said payment reimburses the District. The number of days shall be determined by dividing the amount received by the employee's daily rate of pay.
- v) The sick leave pool is not available for unpaid child rearing leave, family illness or family injury.
- vi) Normally the maximum benefit of the pool will total 180 days for any one illness or injury, however, under extenuating circumstances upon recommendation of the sick leave review board and approval of the Board of Education, the person may continue to draw such additional benefits as they deem appropriate to the situation.
- vii) Once an employee has used the sick leave pool and needs to use it again, the waiting period shall be three days for each year of service following the last year of use of the pool up to a maximum of thirty days.
- j. The Sick Leave Bank may be used for up to 8 weeks of doctor-prescribed absence post-partum. If complications or doctor's orders should require more than 8 weeks, the Sick Leave Review Board may entertain a new request.

## 5. Sabbatical Leave

Sabbatical leave will be available, subject to approval of the Board of Education, if the following provisions have been met:

- a. Employees must be tenured with a minimum of seven years service in the District.
- b. The purpose of the leave is for study, educational travel, research or other activity, which will clearly contribute to improving the competency of the employee in relation to his/her responsibilities in the Madrid-Waddington Central School District. The application must include a description of the activities and show how such will contribute to better performance upon return to duty.
- c. The teacher agrees to return to the District after the sabbatical for a period of at least two years.

- d. It has been at least seven years since the individual has last had a sabbatical leave.
- e. No more than one elementary or one secondary teacher shall be on leave at any one time, except under very unusual circumstances approved by the Board of Education.
- f. Applications must be submitted prior to April 1 of the year preceding the school year in which leave is desired.
- g. Applications will be submitted to a screening committee composed of one elementary teacher, one secondary teacher, the elementary supervisor and the secondary principal. The committee will review the application within five (5) school days of receipt to verify that criteria have been met, and all applications meeting the criteria will be forwarded to the Board of Education for action. Any application not meeting the criteria is to be returned within five (5) school days to the applicant with a notation as to why it does not meet the criteria. Applicants will be notified within two (2) months of receipt of the application by the Board as to its action.
- h. Leave may be for a full year at half-pay or a half-year at full pay. Monies paid the teacher while on leave shall be considered as a loan secured by a Promissory Note made payable to the Madrid-Waddington Central School District. Such note shall be cancelled in the event of death or permanent disability at any time prior to two years following the ending of the leave. It shall be cancelled at the rate of 50% for each year of service during the two years immediately following the end of the leave. Under special circumstances a teacher may be granted leave without pay and the time limit extended for the cancellation of the note. Failure of the teacher to return to service in the Madrid Waddington Central School District (without prior approval of the Board of Education) and failure to complete the required two years service shall result in the appropriate uncanceled portion of this note becoming immediately due and payable.
- i. Upon his/her return from sabbatical leave, a teacher's salary will be the same as he/she would have received had the period of his/her leave been spent in the school system, and he/she will be returned to the same position which was held at the time said leave commenced, or to a substantially equivalent position.

**ARTICLE VIII  
PROTECTION OF TEACHERS**

1. Under the provision of Section 3023 of the Education Law, the Board of Education is required to furnish legal defense for a teacher who is involved in a law suit following an accident or injury to a school pupil, if the teacher was acting in the discharge of his/her duties within the scope of his/her employment. The Board, however, must be given a copy of the summons or complaint by the teacher within ten (10) days of the time the teacher was served or the Board is not subject to the duty imposed by this section.
2. If an assault on a teacher, either on or off school property, is caused by actions of the teacher in discharging his/her duties and results in loss of time, the teacher shall be paid in full and such loss of time shall not be deducted from any leave which said teacher is entitled under this Agreement. If an accident to a teacher occurs while in the performance of his/her duties and results in loss of time, the teacher shall be paid in full. Such loss of time shall not be deducted from any leave to which said teacher is entitled under this agreement. In either of the above situations, the teacher shall receive his/her regular salary less social security and/or Workman's Compensation Benefits received.
3. Any teacher will be given the opportunity to have a representative of his/her choice present at any formal proceedings.

**ARTICLE IX  
PERSONNEL FILE POLICIES**

1. All data maintained by the district on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matter - exclusive of confidential references and communications received in connection with the initial employment - will be placed in a single official file and maintained in the District Office. Principals may maintain a duplicate file.
2. Upon request, the teacher will be permitted to examine his/her file, and the teacher may elect to have an additional witness of his/her choosing.
3. The teacher will be provided a copy of any material in his/her file upon request; or at the Administrator's discretion, the teacher may be permitted to reproduce the materials. In the event of multiple copies requested, the teacher will pay fees at the going rate.
4. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the file unless the teacher has had the opportunity to read the material. The teacher will acknowledge that he/she has read such material by affirming his/her signature on the actual copy to be filed, with the understanding

that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. Material of a derogatory nature not reduced to writing within ten (10) days of the occurrence of the Administration becoming aware of the incident(s) may not be placed in the file. This paragraph is not intended to restrict the Administration from dealing with a concern on an informal basis. In the event a satisfactory resolution is not secured informally, the Administrator may summarize the circumstances and place this in the file even though more than ten (10) days have elapsed.

5. The teacher will have the right to rebut, explain, and comment on any material filed, and his/her response will be attached to the file copy.
6. Material will be removed from the file when a teacher's claim that it is inaccurate or unfair is sustained to the satisfaction of the school administration or his/her deputy.
7. No unsubstantiated material will be placed in a teacher's personnel file. Pertinent material, upon receipt, will be brought to the teacher's attention.
8. Letter, statements, notices and related data of a negative nature other than the results of a 3020A proceeding will be removed from the file three years after the concern has been corrected. This paragraph applies only to tenured teachers.
9. Only material properly filed in accordance with this Article and any other contract provision will be used to initiate any action taken to reprimand, discipline, dismiss or otherwise deprive a teacher of any professional advantage. An oral reprimand is excluded from this requirement.
10. No material in the file will be forwarded to any agency, organization, prospective employer or other party without the express written consent of the teacher, except when required to do so by law or court order.

## **ARTICLE X HEALTH INSURANCE**

1. The premium for the health and hospitalization insurance will be paid for teachers, their dependents and retirees by the District through June 30, 2010. For all full-time unit members employed on July 1, 2010 and for all unit members who retire on or after July 1, 2011, the total cost for health and hospitalization insurance premium will be paid by the District minus the agreed upon unit member premium contributions for applicable coverage (\$250 Individual, \$550 Family/Two Person).

The health insurance plan shall be a High Deductible Health Plan administered by the St. Lawrence-Lewis School District Employees Medical Plan. The District

will bear the entire cost of such high deductibles and there will be no reduction of benefits from the previous plan. The equivalent of this plan or a better program will be maintained. The MTWA will promote and develop quarterly informational opportunities for its unit members regarding effective utilization of the High Deductible Health Plan.

Medicare Part B reimbursement by the District for the spouses of employees who retire on or after July 1, 2012 will be frozen at the 2012 rate.

Effective for unit members hired on or after July 1, 2007, in order to qualify for any District-provided health insurance benefits in retirement, the retired unit member must have completed at least fifteen (15) years of service with the District. Those unit members who have between ten (10) and fourteen (14) years of service will be responsible for 50% of the total cost of any District-provided health insurance benefits in retirement, such 50% to be contributed by the retiree to premium, HSA (if any), and HRA, in that order. Unit members who are employed by the District prior to July 1, 2007 are grandparented and must complete five (5) years of service with the District to qualify for any District-provided health insurance benefits in retirement.

2. The District has established a flexible spending plan pursuant to IRS Section 125 Regulations. Members may utilize this plan for premium payments, dependent care, and unreimbursed medical expenses.
3. Unit members who are eligible for health insurance coverage from another source outside the St. Lawrence-Lewis Employees Health Plan, may elect not to be covered by the health insurance plan provided by the Madrid-Waddington Central School District. Persons who voluntarily elect to drop such coverage for the next calendar year shall notify the District by October 1 of the current year, and will receive the sum of twenty-five hundred dollars (\$2,500), payable in the second paycheck in January each year thereafter that the member is not covered by the St. Lawrence-Lewis Employees Health Plan. Members whose circumstances change (e.g. death, layoff or disability of spouse, marital status, etc.) may reapply for coverage at any time. There will be no pro-ration of the \$2,500 for any member whose election to drop coverage is voided during the fiscal year.

## **ARTICLE XI VACANCIES**

The Association will be notified of all job vacancies caused by a teacher or Administrator leaving the system or by the creation of a new position in this system. This notification will be given to the Association a minimum of five days before the vacancy is filled in order to give the present employees the opportunity to apply for the promotion or transfer. A present employee who is qualified will be given first priority in filling the vacancy. Should more than one present employee apply, priority will be given to the one

with most service in the school district provided that the employee is equally qualified. The time limit may be waived or altered by Agreement of the Board of Education and the Association.

**ARTICLE XII  
NON-TEACHING DUTIES**

1. The District agrees to provide cafeteria supervision in all buildings of the school district so that teachers will not be required to perform this duty.
2. It is agreed that teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of the Building Principal. In such event, the teacher will be relieved of all personal liability for any accident which may occur in connection with said activity.

**ARTICLE XIII  
SALARY PROVISIONS**

The Teachers Association will construct a salary schedule based on the following provisions, subject to District approval:

2009-2010	3.5% based on the total teachers' salaries of all full-time teachers in the District as of June 30, 2009.
2010-2011	3.75%
2011-2012	4.0%
2012-2013	4.0%

Nurses' salaries shall increase by the same percentage.

Those who graduated after January 1, 1978, and who are required by certification requirements to earn a Masters Degree (rather than 30 graduate hours option) shall not receive additional compensation for having earned the Masters Degree. Area of Instruction is interpreted to mean that the courses taken in pursuit of the Masters Degree, in some way, be related to the responsibilities the individual is discharging for the District. Under normal circumstances, degrees in a subject area or in education will be acceptable unless it is obvious that the area of emphasis has little or no relationship to the duties being performed. In such instances, the Superintendent will refer the matter to the Board of Education for review prior to any final decision.

1. In the initial placement of a new teacher on the salary schedule, prior military and teaching experience will be considered.
2. Paydays shall be every second Friday commencing with school opening in September. If the scheduled payday (Friday) falls on a scheduled non-teaching day, payday will be on the nearest teaching day.
3. Teachers shall have the option of electing to receive the year's salary in twenty-one or twenty-six periods. If twenty-six are elected, the last five pay periods shall fall on the last day of school. The District also agrees to offer teachers the option of direct deposit through official school banks. This selection must be declared and filed at the faculty meeting on the first day of school. This service will be made available provided the necessary computer capabilities are on line in the district.
4. A \$300.00 stipend will be paid to any teacher with perfect attendance for a school year. Absence on school trips, authorized conferences or activities will not negate otherwise perfect attendance.
5. Part-time teachers at the secondary level will have their salaries based on the following: 4 classes, 60%; 3 classes, 50%; 2 classes 35%; 1 class, 20%. Less than full-time employees at either the elementary or secondary level will have preparation time pro-rated based on actual hours of employment.
6. The salary raise for the Registered Nurse shall be adjusted at a rate commensurate with that of the teachers.



2009-2010	BA II	15 III	30 IV	45 V	60 VI	75 VII
1	35075	35675	36275	36875	37475	38075
2	36075	36675	37275	37875	38475	39075
3	37075	37675	38275	38875	39475	40075
4	38075	38675	39275	39875	40475	41075
5	39075	39675	40275	40875	41475	42075
6	40075	40675	41275	41875	42475	43075
7			42275	42875	43475	44075
8			43275	43875	44475	45075
9			44275	44875	45475	46075
10			45275	45875	46475	47075
11			46275	46875	47475	48075
12			47275	47875	48475	49075
13			48275	48875	49475	50075
14			49275	49875	50475	51075
15			50275	50875	51475	52075
16			51275	51875	52475	53075
17			52275	52875	53475	54075
18			53275	53875	54475	55075
19			54275	54875	55475	56075
20			55275	55875	56475	57075
21			56275	56875	57475	58075
22			57275	57875	58475	59075
23			58275	58875	59475	60075
24			59275	59875	60475	61075
25			60275	60875	61475	62075
26			61275	61875	62475	63075
27			62525	63125	63725	64325
28			63775	64375	64975	65575
29			65025	65625	66225	66825
30			66425	67025	67625	68225
31			67425	68025	68625	69225
32			68425	69025	69625	70225
33			69425	70025	70625	71225
34			70425	71025	71625	72225
35			71425	72025	72625	73225
36			72425	73025	73625	74225
37			73425	74025	74625	75225
38			74425	75025	75625	76225
39			75425	76025	76625	77225
40			76425	77025	77625	78225
41			77425	78025	78625	79225

2010 - 2011	BA II	15 III	30 IV	45 V	60 VI	75 VII
1	36040	36640	37240	37840	38440	39040
2	37040	37640	38240	38840	39440	40040
3	38040	38640	39240	39840	40440	41040
4	39040	39640	40240	40840	41440	42040
5	40040	40640	41240	41840	42440	43040
6	41040	41640	42240	42840	43440	44040
7			43240	43840	44440	45040
8			44240	44840	45440	46040
9			45240	45840	46440	47040
10			46240	46840	47440	48040
11			47240	47840	48440	49040
12			48240	48840	49440	50040
13			49240	49840	50440	51040
14			50240	50840	51440	52040
15			51240	51840	52440	53040
16			52240	52840	53440	54040
17			53240	53840	54440	55040
18			54240	54840	55440	56040
19			55240	55840	56440	57040
20			56240	56840	57440	58040
21			57240	57840	58440	59040
22			58240	58840	59440	60040
23			59240	59840	60440	61040
24			60240	60840	61440	62040
25			61240	61840	62440	63040
26			62390	62990	63590	64190
27			63390	63990	64590	65190
28			64390	64990	65590	66190
29			65890	66490	67090	67690
30			67140	67740	68340	68940
31			68690	69290	69890	70490
32			69690	70290	70890	71490
33			70690	71290	71890	72490
34			71690	72290	72890	73490
35			72690	73290	73890	74490
36			73690	74290	74890	75490
37			74690	75290	75890	76490
38			75690	76290	76890	77490
39			76690	77290	77890	78490
40			77690	78290	78890	79490
41			78690	79290	79890	80490
42			79690	80290	80890	81490

2011 - 2012	BA II	15 III	30 IV	45 V	60 VI	75 VII
1	37155	37755	38355	38955	39555	40155
2	38155	38755	39355	39955	40555	41155
3	39155	39755	40355	40955	41555	42155
4	40155	40755	41355	41955	42555	43155
5	41155	41755	42355	42955	43555	44155
6	42155	42755	43355	43955	44555	45155
7			44355	44955	45555	46155
8			45355	45955	46555	47155
9			46355	46955	47555	48155
10			47355	47955	48555	49155
11			48355	48955	49555	50155
12			49355	49955	50555	51155
13			50355	50955	51555	52155
14			51355	51955	52555	53155
15			52355	52955	53555	54155
16			53355	53955	54555	55155
17			54355	54955	55555	56155
18			55355	55955	56555	57155
19			56355	56955	57555	58155
20			57355	57955	58555	59155
21			58355	58955	59555	60155
22			59355	59955	60555	61155
23			60355	60955	61555	62155
24			61355	61955	62555	63155
25			62355	62955	63555	64155
26			63605	64205	64805	65405
27			64755	65355	65955	66555
28			65755	66355	66955	67555
29			67005	67605	68205	68805
30			68255	68855	69455	70055
31			69755	70355	70955	71555
32			71305	71905	72505	73105
33			72305	72905	73505	74105
34			73305	73905	74505	75105
35			74305	74905	75505	76105
36			75305	75905	76505	77105
37			76305	76905	77505	78105
38			77305	77905	78505	79105
39			78305	78905	79505	80105
40			79305	79905	80505	81105
41			80305	80905	81505	82105
42			81305	81905	82505	83105
43			82305	82905	83505	84105

2012 - 2013

	BA II	15 III	30 IV	45 V	60 VI	75 VII
1	38355	38955	39555	40155	40755	41355
2	39355	39955	40555	41155	41755	42355
3	40355	40955	41555	42155	42755	43355
4	41355	41955	42555	43155	43755	44355
5	42355	42955	43555	44155	44755	45355
6	43355	43955	44555	45155	45755	46355
7			45555	46155	46755	47355
8			46555	47155	47755	48355
9			47555	48155	48755	49355
10			48555	49155	49755	50355
11			49555	50155	50755	51355
12			50555	51155	51755	52355
13			51555	52155	52755	53355
14			52555	53155	53755	54355
15			53555	54155	54755	55355
16			54555	55155	55755	56355
17			55555	56155	56755	57355
18			56555	57155	57755	58355
19			57555	58155	58755	59355
20			58555	59155	59755	60355
21			59555	60155	60755	61355
22			60555	61155	61755	62355
23			61555	62155	62755	63355
24			62555	63155	63755	64355
25			63805	64405	65005	65605
26			65055	65655	66255	66855
27			66055	66655	67255	67855
28			67205	67805	68405	69005
29			68205	68805	69405	70005
30			69455	70055	70655	71255
31			70955	71555	72155	72755
32			72455	73055	73655	74255
33			74005	74605	75205	75805
34			75005	75605	76205	76805
35			76005	76605	77205	77805
36			77005	77605	78205	78805
37			78005	78605	79205	79805
38			79005	79605	80205	80805
39			80005	80605	81205	81805
40			81005	81605	82205	82805
41			82005	82605	83205	83805
42			83005	83605	84205	84805
43			84005	84605	85205	85805
44			85005	85605	86205	86805

Group A	2009-2010			2010-2011		
	I	II	III	I	II	III
VARSITY SOCCER	3101	3524	4368	3217	3656	4531
VARSITY CROSS COUNTRY	3101	3524	4368	3217	3656	4531
VARSITY BASEBALL	3101	3524	4368	3217	3656	4531
VARSITY SOFTBALL	3101	3524	4368	3217	3656	4531
VARSITY VOLLEYBALL	3101	3524	4368	3217	3656	4531
VARSITY TRACK	3101	3524	4368	3217	3656	4531
VARSITY BASKETBALL	3524	4030	4986	3656	4181	5173
TRACK COACH CO-ED	3524	4030	4986	3656	4181	5173
GROUP B	2009-2010			2010-2011		
	I	II	III	I	II	III
CHEERLEADING	2304	2607	3252	2390	2705	3374
VARSITY GOLF	2304	2607	3252	2390	2705	3374
JV SOCCER	2304	2607	3252	2390	2705	3374
ASSISTANT CROSS COUNTRY	2304	2607	3252	2390	2705	3374
JV BASEBALL	2304	2607	3252	2390	2705	3374
JV VOLLEYBALL	2304	2607	3252	2390	2705	3374
ASSISTANT TRACK	2304	2607	3252	2390	2705	3374
JV BASKETBALL	2627	2989	3716	2725	3101	3855
ASSISTANT TRACK CO-ED	2627	2989	3716	2725	3101	3855
GROUP C	2009-2010			2010-2011		
	I	II	III	I	II	III
MODIFIED SOCCER	1720	1955	2428	1785	2028	2519
MODIFIED CROSS COUNTRY	1720	1955	2428	1785	2028	2519
MODIFIED BASEBALL	1720	1955	2428	1785	2028	2519
MODIFIED SOFTBALL	1720	1955	2428	1785	2028	2519
MODIFIED VOLLEYBALL	1720	1955	2428	1785	2028	2519
MODIFIED TRACK	1720	1955	2428	1785	2028	2519
MODIFIED BASKETBALL	1720	1955	2428	1785	2028	2519

When all three levels and an assistant coach is also employed, there will be an additional \$400 stipend for head and assistant coach. Modified Basketball salary will be 1.5 times the stated rate if only one coach is provided for two teams.

Group A	2011-2012			2012-2013		
	I	II	III	I	II	III
VARSITY SOCCER	3346	3803	4713	3480	3955	4901
VARSITY CROSS COUNTRY	3346	3803	4713	3480	3955	4901
VARSITY BASEBALL	3346	3803	4713	3480	3955	4901
VARSITY SOFTBALL	3346	3803	4713	3480	3955	4901
VARSITY VOLLEYBALL	3346	3803	4713	3480	3955	4901
VARSITY TRACK	3346	3803	4713	3480	3955	4901
VARSITY BASKETBALL	3803	4349	5379	3955	4523	5595
TRACH COACH CO-ED	3803	4349	5379	3955	4523	5595

GROUP B	2011-2012			2012-2013		
	I	II	III	I	II	III
CHEERLEADING	2486	2813	3509	2585	2926	3649
VARSITY GOLF	2486	2813	3509	2585	2926	3649
JV SOCCER	2486	2813	3509	2585	2926	3649
ASSISTANT CROSS COUNTRY	2486	2813	3509	2585	2926	3649
JV BASEBALL	2486	2813	3509	2585	2926	3649
JV VOLLEYBALL	2486	2813	3509	2585	2926	3649
ASSISTANT TRACK	2486	2813	3509	2585	2926	3649
JV BASKETBALL	2834	3225	4009	2948	3354	4170
ASSISTANT TRACK CO-ED	2834	3225	4009	2948	3354	4170

GROUP C	2011-2012			2012-2013		
	I	II	III	I	II	III
MODIFIED SOCCER	1856	2110	2620	1930	2194	2725
MODIFIED CROSS COUNTRY	1856	2110	2620	1930	2194	2725
MODIFIED BASEBALL	1856	2110	2620	1930	2194	2725
MODIFIED SOFTBALL	1856	2110	2620	1930	2194	2725
MODIFIED VOLLEYBALL	1856	2110	2620	1930	2194	2725
MODIFIED TRACK	1856	2110	2620	1930	2194	2725
MODIFIED BASKETBALL	1856	2110	2620	1930	2194	2725

When all three levels and an assistant coach is also employed, there will be an additional \$400 stipend for head and assistant coach.  
 Modified Basketball salary will be 1.5 times the stated rate if only one coach is provided for two teams.

TITLES	2009-2010			2010-2011		
	I	II	III	I	II	III
FRESHMAN CLASS ADVISOR	700	780	1252	726	810	1299
SOPHOMORE CLASS ADVISOR	700	780	1252	726	810	1299
JUNIOR CLASS ADVISOR	700	780	1252	726	810	1299
SENIOR CLASS ADVISOR	700	780	1252	726	810	1299
FFA SUMMER POSITION	700	780	1252	726	810	1299
VARSITY LETTER CLUB	700	780	1252	726	810	1299
KEY CLUB ADVISOR	700	780	1252	726	810	1299
WHIZ QUIZ ADVISOR	780	867	1260	810	900	1307
SUMMER BAND DIRECTOR	780	867	1260	810	900	1307
STAGE MANAGER	780	867	1260	810	900	1307
AV DIRECTOR	780	867	1260	810	900	1307
HONOR SOCIETY ADVISOR	780	867	1260	810	900	1307
MUSIC DIRECTOR, SPRING	1875	2049	2529	1946	2126	2623
DRAMA CLUB	1875	2049	2529	1946	2126	2623
STARDUST	1875	2049	2529	1946	2126	2623
AUDITORIUM TECH CLUB	1875	2049	2529	1946	2126	2623
DIRECTOR, SPRING	2130	2283	2884	2210	2369	2992
EXTRACURRICULAR ACCOUNTS TREA	2130	2283	2884	2210	2369	2992
YEARBOOK ADVISOR	2130	2283	2884	2210	2369	2992
FITNESS CENTER COORDINATOR	2130	2283	2883	2210	2369	2992
FORENSICS	2364	2683	3242	2453	2783	3363
FFA ACADEMIC YEAR	2364	2683	3242	2453	2783	3363
MASTER TEACHER	3029	3283	3537	3143	3406	3669
MENTOR TEACHER	3029	3283	3537	3143	3406	3669
TEACHER/COORDINATOR	3029	3283	3537	3143	3406	3669

Key for athletic and non-athletic

Schedule 1 -- less than 3 years experience

schedule 2 -- more than 2 but less than 5 years experience

Schedule 3 -- 5 or more years experience

AV Director will not be paid as long as duties are assumed by the library media specialist and a full time Library Aide or Assistant

TITLES	2011-2012			2012-2013		
	I	II	III	I	II	III
FRESHMAN CLASS ADVISOR	755	842	1351	785	876	1405
SOPHOMORE CLASS ADVISOR	755	842	1351	785	876	1405
JUNIOR CLASS ADVISOR	755	842	1351	785	876	1405
SENIOR CLASS ADVISOR	755	842	1351	785	876	1405
FFA SUMMER POSITION	755	842	1351	785	876	1405
VARSITY LETTER CLUB	755	842	1351	785	876	1405
KEY CLUB ADVISOR	755	842	1351	785	876	1405
WHIZ QUIZ ADVISOR	842	936	1359	876	973	1413
SUMMER BAND DIRECTOR	842	936	1359	876	973	1413
STAGE MANAGER	842	936	1359	876	973	1413
AV DIRECTOR	842	936	1359	876	973	1413
HONOR SOCIETY ADVISOR	842	936	1359	876	973	1413
MUSIC DIRECTOR, SPRING	2024	2211	2728	2105	2300	2837
DRAMA CLUB	2024	2211	2728	2105	2300	2837
STARDUST	2024	2211	2728	2105	2300	2837
AUDITORIUM TECH CLUB	2024	2211	2728	2105	2300	2837
DIRECTOR, SPRING	2298	2464	3111	2390	2562	3236
EXTRACURRICULAR ACCOUNTS TREA	2298	2464	3111	2390	2562	3236
YEARBOOK ADVISOR	2298	2464	3111	2390	2562	3236
FITNESS CENTER COORDINATOR	2298	2464	3111	2390	2562	3236
FORENSICS	2551	2895	3498	2653	3010	3638
FFA ACADEMIC YEAR	2551	2895	3498	2653	3010	3638
MASTER TEACHER	3269	3542	3816	3400	3684	3969
MENTOR TEACHER	3269	3542	3816	3400	3684	3969
TEACHER/COORDINATOR	3269	3542	3816	3400	3684	3969

Key for athletic and non-athletic

Schedule 1 -- less than 3 years experience

schedule 2 -- more than 2 but less than 5 years experience

Schedule 3 -- 5 or more years experience

AV Director will not be paid as long as duties are assumed by the library media specialist and a full time Library Aide or Assistant



NOTES:

1. Coaching experience in Varsity or J.V. boys or girls sports will receive full credit within the same sport.
2. Credit for coaching at another school or of other sports will be determined at the time of appointment by the Superintendent of Schools and approved by the Board of Education. Credit will not exceed the years of actual coaching in the sport.
3. A coach covering a sport without a J.V. or Assistant coach shall receive full varsity pay and 3/4 J.V. /Assistant salary at step.
4. This agreement will cover instructional programs as deemed necessary by the administration that extend the school day as defined by the contract. The rate of pay for small group instruction will be \$32.00 per hour.

Tutorial pay will be at the rate of \$32.00 per hour. Mileage will not be paid.

5. Steps on the schedules in this article refer to the number of years a teacher has served in that particular category.
6. Compensation for ticket sales at athletic events shall be \$30.00 per event. The ticket seller must remain present for the entire event. Teachers will be given an opportunity to volunteer for such duty and in no case will be assigned to more than two such activities on a non-voluntary basis.
7. Faculty Scorekeepers and Timekeepers for any sporting event will be paid \$30.00 per event.
8. Enrichment: Where the work involved for the enrichment program for elementary students significantly exceeds that which is normal to the teaching obligation; the teacher, upon the recommendation of the Superintendent and the approval of the Board of Education, will receive a stipend of \$100.00

**ARTICLE XVI  
DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In consideration of the recognition by the Board of Education of the Association as the exclusive negotiating representative of the teachers, the Association does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the teachers, nor will it impose any obligation in any such strike by the teachers, assist or participate in a strike.

**ARTICLE XVII  
PROFESSIONAL ORGANIZATIONS**

The Board of Education and the Association encourage teachers to join or be active in appropriate professional organizations.

**ARTICLE XVIII  
NON-DISCRIMINATING CLAUSE**

Membership in the Madrid-Waddington United Teachers' Association shall at all times be open to members of the teachers' unit regardless of race, creed, sex, marital status, political affiliation, national origin, age, sexual orientation, handicapping condition, military or veteran status, or any other protected class or status recognized by federal, state or local law.

**ARTICLE XIX  
ASSOCIATION BUSINESS**

1. Bulletin Boards: Space on one bulletin board shall be reserved in each school building for the exclusive use of the Association for the purpose of posting materials dealing with proper and legitimate Association business.
2. The Association will have free use of teacher mailboxes in each building and to the interschool mail system for the purpose of distributing mail.
3. Meetings: The Association may request the use of the school building and facilities without cost of meetings, provided such does not interfere in any way with normal school functions or previous commitments. Requests will be made to the Building Principal prior to such use.
4. School Board Meetings: The Association President(s) will be supplied with a copy of the official minutes to meetings of the Board of Education at no cost to the

Association within a reasonable time after such meetings. The interschool mail may be used as a means to deliver such minutes to the Association President(s).

## **ARTICLE XX EVALUATION PROCEDURES**

1. All classroom evaluation will be based upon observations which cover a complete lesson or class period. These classroom observations of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher with regard to non-classroom instructional responsibilities. All observations will be followed as soon as possible, but in no case later than five (5) school days, by a conference during which the evaluation is to be signed by both the evaluator and the teacher. The teacher's signature does not indicate agreement with the evaluation, it only indicates that a conference has been held and the teacher received a copy of the evaluation. The teacher may file a written comment on the observation and evaluation. This will be attached to the evaluation and become a part of the teacher's personnel file. (Copies of the evaluation will be submitted to the Superintendent.)
2. All probationary teachers will be observed at least twice during the first semester of probationary teaching, and once during the second semester. Probationary teachers will be observed a minimum of twice during the next two semesters of probationary teaching, and a minimum of once during the last two semesters of probationary teaching. In those instances where a recommendation for non-reappointment is to occur, a minimum of three (3) observations shall be held during that academic year, prior to such notification. All teachers will be evaluated at least once a year.
3. In the event Administration, or a teacher, desire the assistance of fellow teachers, assistance shall be provided as follows:
  - a. The Administration, in consultation with the Association, will appoint a committee of two teachers within the appropriate tenure and/or subject area(s).
  - b. The committee, appropriate administrator(s), and the teacher shall meet for the purpose of consultation(s) and making recommendations.
  - c. Follow up meeting(s) will be held to determine progress and what, if any, additional recommendations should be made.
  - d. A copy of recommendations and progress reports shall be made part of the teacher's personnel file.
  - e. If costs are involved in implementing the recommendation of the committee, the Superintendent shall review the recommendation and upon his/her approval the costs shall be borne by the District.

4. The above requisite number of observations does not apply to teachers hired at mid-year.
5. Registered Nurses covered by the terms of this agreement shall be evaluated in writing at least once each year. Evaluations shall be based upon the job description for Registered Nurses, as adopted by the Board of Education. Procedural requirements outlined in Paragraph 1 of this Article will be complied with for Nurses. Paragraphs 2, 3, and 4 of this Article will not apply to nurses.

## **ARTICLE XXI PROPER DISMISSAL PROCEDURES**

If the Board determines that an employee will be dismissed prior to the end of the school year, it will give said employee a minimum of thirty (30) days notice. If requested, reason for dismissal will be furnished to the teacher. No employee will be dismissed who has not had a benefit of three formal observations. The Association will encourage its members to make their own intention to voluntarily leave known to the Board thirty (30) days in advance of the effective date of separation.

No tenured teacher should be disciplined or dismissed without reasonable cause.

## **ARTICLE XXII REDUCTION IN STAFF PROCEDURES**

1. Reduction in staff will be provided by Educational Law.
2. In the event of layoff, the Board will make every effort to insure that separated personnel be placed in other teacher situations.
3. In the event of a layoff, the Board will institute a recall procedure which, when implemented, will comply with law.
4. Any teacher whose position is to be terminated or reduced the following September, for non-economic reasons will be given written notification on or before April 1. Teachers whose position will be terminated or reduced the following September for economic reasons will be given written notice by June 1. In the event a budget is defeated, the June 1 deadline may be extended to within five calendar days following adoption of the budget.
5. Should the Superintendent decide to recommend to the Board of Education the termination or reduction of any teaching position, he/she shall first discuss that decision with the teacher who will/or may be terminated or reduced in the event such recommendation is adopted by the Board.

6. In a reduction of staffing in a school nurse classification, the employee with the least amount of seniority within that classification shall be reduced first. In the event of equal seniority in that classification, the employee with the least district seniority will be reduced first. In the event of a recall, the last employee reduced will be the first to be recalled.

### **ARTICLE XXIII SHARED DECISION MAKING**

The Madrid Waddington Board of Education and the Madrid Waddington Teachers' Association endorse the concept of Shared Decision Making as stated by the Commissioner's Ruling 100.11 as the necessary and appropriate means by which educational decisions of the highest quality are most likely to be achieved. To that end, a process has been developed in which all stakeholders: administration, teachers, support staff, parents and students will have a voice in decisions.

### **ARTICLE XXIV MISCELLANEOUS PROVISIONS**

1. The Board and the Association agree that all negotiable items for the term specified in this agreement have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement unless by mutual consent.
2. This agreement shall supercede any rules, regulations or practice of the Board or the Association which shall be contrary to or inconsistent with its terms.
3. Any individual arrangement, agreement, or contract between the Board and the individual teacher, heretofore, executed, shall be subject to and consistent with the terms and conditions of this agreement. Any individual arrangements, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, during its duration, this contract shall be controlling.
4. If any provision or application of this agreement shall be found contrary to law, such provision or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

5. Copies of this agreement shall be printed at the expense of the District and given to all teachers now employed or hereafter employed by the District within two (2) weeks after its execution or their employment if that occurs later.
6. The Association and The Board agree to form a joint Educational Advancement Committee. The purpose of this committee is to increase the input on statewide educational decisions and legislation of mutual concern. The Committee shall consist of two teachers appointed by the Association and two board members. A Board appointed person from the Administrative staff shall be the committee chairperson.

Either party may call for a meeting when desired. Each party shall be free to support, or not support, items brought before the committee.

7. Salary adjustments after the beginning of the school year will be accomplished no later than the third pay period following appropriate notification to the District.

#### **ARTICLE XXV DURATION CLAUSE**

This agreement shall be in effect July 1, 2009 through June 30, 2013. Salary increases will be applied retroactively to July 1, 2009 in accordance with Article XIII, and Extra-Curricular and Co-Curricular increases will be applied retroactively to July 1, 2009 in accordance with Article XV. All other provisions of this Agreement will be effective upon ratification by both parties and will continue in effect until June 30, 2013. At any time subsequent to January 1, 2013 and prior to March 1, 2013, either party may give written notice of intention to open negotiations on the whole contract. (Ref. Recognition Agreement, Article VIII, Section 2). The Association and the Board will exchange proposals at the first meeting.

Amendment to Section 204-A of the Taylor Law

1. 204-A agreements between Public Employers and Employee Organizations.

Any written agreement between a public employer and an employee organization determining the terms and conditions of employment for public employees shall contain the following notice in type not smaller than the largest type used in such agreement: "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

2. Every employee organization submitting such a written agreement to its members for

ratification shall publish this notice, include such notice in this document accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the Superintendent of each public employer to each public employee. Each public employee employed thereafter, shall, upon such employment, be furnished with a copy of the provisions of this section.

## **ARTICLE XXVI TERMINATION COMPENSATION**

1. Upon retirement, a unit member with a minimum of 15 years of service in the District, will receive \$68.00 per day for all unused sick days to a maximum of 200 days.

An additional \$1,000 will be paid if the teacher has a minimum of 200 accrued sick days, and does not use more than the yearly allotment of 12 sick days during the final year of intended employment with the District.

The teacher will submit a letter of intent to retire by February 1<sup>st</sup> of the year prior to the effective date of retirement.

Payment would be into a 403(b) account as per attached Memorandum of Agreement. The Board of Education may waive the length of service or time frame requirements. The participating unit member will share in the third party administrative costs incurred in the implementation and continuation of the 403(b) program at the rate of \$15.00 per account.

2. Upon death while in service with the Madrid-Waddington Central School District, the District agrees to pay tenured teachers' heirs, \$15.00 per day for all unused sick days up to 300 days.

## **ARTICLE XXVII NURSES' RESPONSIBILITIES**

- A. Nurses will make every effort to:
  1. Be available on school premises during the time designated by the Board of Education as the official school day, unless otherwise excused by the Administration.

2. Be in their assigned areas during that period of the school day which has been designated for working with students.
3. Perform school nurse functions, as outlined in their job description, as assigned to them by the Administration.
4. Provide school nurse services for the entire academic year in accordance with the calendar adopted by the Board of Cooperative Services limited in any case to a total of 181 days.
5. Maintain appropriate health records for all students.
6. Prepare and submit promptly any reports or information which may be requested by the Administration.
7. Maintain and have available in their work stations both short and long-range plans covering what should be accomplished for a period of at least one week in advance.
8. Perform such work as may be needed to plan for implementation of their duties and the evaluation of their success.
9. Make themselves available for such meetings and activities as may be specified by the Board of Education or the Administration. There will be at least a 24 hour notice given and an agenda will be provided.
10. Make themselves available for conference with parents. Conferences will be scheduled at a time mutually agreeable to parents and nurses. The presence of a third party may be requested.
11. Make themselves available for consultation with students at a mutually agreeable time.

B. Article III, sections A, B, C, and F, Article V, and Article VII, Paragraph 5, do not apply to nurses.

C. Section E of Article III does apply to Registered Nurses as well as teachers.

D. Should the Administration require Registered Nurses to work beyond their required hours of employment, they shall receive compensation at the prevailing rate, i.e.;

Annual Salary

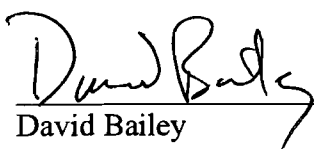
185 days x 7 hours per day



**In witness hereof, the parties have hereunto set their hand and seals this**

22<sup>nd</sup> day of December, 2009

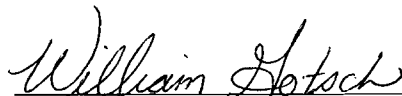
**MADRID WADDINGTON CENTRAL CHAPTER  
NEW YORK STATE UNITED TEACHERS'  
ASSOCIATION**



David Bailey  
Chairperson, Negotiating Committee




Michael Zagrobelny  
Co-President, Teachers' Union

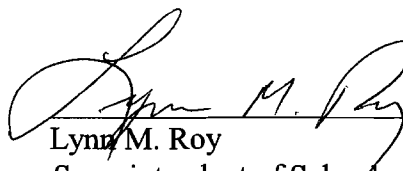


William Gotsch  
Co-President, Teachers' Union

**BOARD OF EDUCATION  
MADRID WADDINGTON CENTRAL SCHOOL**



Michael Miller  
Chairperson, Negotiating Committee



Lynn M. Roy  
Superintendent of Schools

Addendum I

**MEMORANDUM OF UNDERSTANDING**

**Between the  
Madrid-Waddington Central School District  
And the  
Madrid-Waddington Teachers' Association**

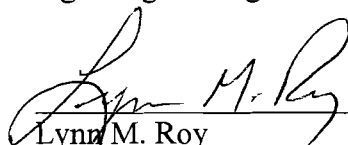
**Regarding the  
High Deductible Health Plan**


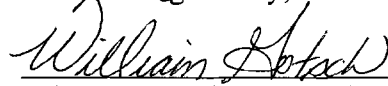
The Board of Education and the Madrid-Waddington Teachers' Association agree that, effective January 1, 2010, and continuing thereafter until changed by mutual agreement:

The District will place \$2000/\$4000 of the deductibles in an HSA for individual/two person family coverage, respectively;

Beginning with the rollover from the previous plan year, the 5% of deductible remaining in an employee's HRA, formerly converted into a restricted flex plan, will be discontinued and all remaining HRA funds will belong to the District.

This document supersedes any conflicting language in prior Memoranda of Understanding regarding the High Deductible Health Plan.

  
\_\_\_\_\_  
Lynn M. Roy  
Superintendent  
Madrid-Waddington Central School

  
\_\_\_\_\_  
Michael Zagrobelny, Co-President, MWTA  
  
\_\_\_\_\_  
William Gotsch, Co-President, MWTA

\_\_\_\_\_  
1/13/10  
Date

\_\_\_\_\_  
1/13/10  
Date

Request for Inservice Credit  
from: Professional Growth Committee  
MADRID-WADDINGTON CENTRAL SCHOOL

School Year: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_ Hours Requested: \_\_\_\_\_

Name of Program:

When:

Where:

Time Involved:

Cost of Program to district:

If college or agency approved, name or department:

Course Criteria:

a) Goal:

b) Material covered:

c) Instructor

\*\*\*\*\*

Credit is to be awarded based on one or both of the following procedures. The following is a guideline only and subject to review.

1. Hours involved.

A) Workshop hours:    \_\_\_\_\_ 0-15  
                                  \_\_\_\_\_ 16-30  
                                  \_\_\_\_\_ 31-45

B) College credit hours to be granted:    \_\_\_\_\_ 1 credit  
  \_\_\_\_\_ 2 credits  
  \_\_\_\_\_ 3 credits

2. Other considerations.

A) Does this pertain to what they are teaching?    \_\_\_\_\_ Yes    \_\_\_\_\_ No

B) Can this be applied to the development of the entire staff?    \_\_\_\_\_ Yes    \_\_\_\_\_ No

C) Narrative:

The Professional Growth Committee does/does not recommend this application. Hours to be awarded based on request/review: