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AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE

WELLSVILLE CENTRAL SCHOOL DISTRICT

AND

THE WELLSVILLE EDUCATORS ASSOCIATION

July 1, 2006 – June 30, 2011
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AGREEMENT

between the

BOARD OF EDUCATION Of The

WELLSVILLE CENTRAL SCHOOL DISTRICT

and the

WELLSVILLE EDUCATORS ASSOCIATION

The Board of Education of the Wellsville Central School District ("District") hereby adopts the following Agreement covering recognition of a teacher organization and the methods by which negotiations shall take place with said organization.

ARTICLE I - AGREEMENT

This Agreement is made and entered into this 1st day of July 2006, by and between the Board of Education (hereinafter referred to as the "Board") of the Wellsville Central School District and the Wellsville Educators Association (hereinafter referred to as the "Association").

ARTICLE II - RECOGNITION

A. The District will make one (1) deduction each pay period for Association dues from the wages of those employees who have filed with the Board office signed appropriate deduction authorization forms. Therefore these deductions shall be continuous until such time as the employee cancels them in writing. From the wages of each employee who does not have a dues deduction authorization form on file, the District will make one deduction each pay period for agency fee. Not later than July 1st of each fiscal year, the Association shall certify in writing to the Board office, the amount of any change in Association dues or agency fee for that fiscal period. Each transmittal shall include a list of the employees and the amount deducted for each. The Association shall hold the District harmless against any and all claims, demands and liabilities arising out of the operation of this paragraph.

B. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the teachers in the District, the Board hereby recognizes the Association as the exclusive negotiating agent for all regularly employed teachers working fifty percent (50%) or more as defined under "C" under the regular contract employed by the District.

1. The parties agree that part-time teachers will not be eligible for tenure.

2. Less than full-time teachers do not accrue seniority.

3. Less than full-time teachers obtain pro-rata payment on salary step or benefits according to their employment.
C. The unit includes all professional staff members with the following exceptions:

1. Members of the WCS Administrators Association
2. Substitute Teachers

ARTICLE III - PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. NEGOTIATING TEAMS

The Board, or designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreement.

2. OPENING NEGOTIATIONS

Negotiations shall be open December 1st, or the first work day following December 1st if it falls on a Saturday or Sunday, of the final year of the contract. All issues proposed for discussion shall be submitted in writing by the Association to the representatives of the Board at the first meeting. The Board representatives shall submit in writing to the teacher representatives all issues upon which it wishes to negotiate at the first meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

3. NEGOTIATION PROCEDURES

Designated representatives of the Board shall meet such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph two (2) above, such additional meetings shall be held as the parties may require to reach an understanding on the issues or until an impasse is reached. The length of the meetings shall be by mutual agreement.

4. EXCHANGE OF INFORMATION

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

5. REACHING AN AGREEMENT

When a tentative agreement is reached concerning areas of discussion, it shall be considered a memorandum of understanding executed by both chief negotiators for the District and for the Association. Such memorandum of understanding shall then be submitted to the Association for its members' approval and to the Board for its approval. When both the Association and the Board have approved said memorandum(s) of understanding, it shall then, and only then be considered a contractual obligation of both parties.

6. In the event the negotiations have not been completed by the end of the contract year, the current contract shall continue to be in force.
ARTICLE IV IMPLEMENTATION AND AGREEMENT

This Recognition Agreement shall become effective upon its approval by the Association and the Board. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

WELLSVILLE CENTRAL SCHOOL SUPERINTENDENT

By

WELLSVILLE EDUCATORS ASSOCIATION

By

BY ______________________________
AGREEMENT

WELLSVILLE EDUCATORS ASSOCIATION

and

WELLSVILLE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION

July 1, 2006 - June 30, 2011

PREAMBLE

This Agreement entered into this 1st day of July 2006 by and between the Board of Education, hereinafter called the "Board" of the Wellsville Central School District, hereinafter called the "District" and the Wellsville Educators Association, hereinafter called the "Association".

WITNESSETH

The Board and the Association recognize and declare that providing a quality education for the children of the Wellsville Central Schools is their mutual aim and that the character of such education depends predominately upon the quality of the teacher service.

The members of the teaching profession are particularly qualified to assist in formulating policies regarding hours, wages, conditions of employment and program designed to improve educational standards.

The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and educational policy as it affects conditions of employment.

The parties have reached certain understandings which they desire to confirm in the Agreement.
In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement. Before the Board adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such times with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.

B. This Agreement shall supersede any rules, regulations or practice of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Any individual arrangement or agreement between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement or agreement contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

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

E. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within four (4) weeks after its execution or their employment.

F. Those items of business which the Superintendent or the President of the Association either initiate or respond to with the other party should be responded to in a substantial manner within two (2) weeks. This time may be extended by mutual agreement.

ARTICLE II - TEACHER AND ASSOCIATION RIGHTS

The following is a list of rights and privileges granted by the Board to the Association:

1. Use of inter-school mail, electronic mail, faculty and office bulletin boards for official organizational communications. The Association shall be subject to a charge for use of any and all copying machines used for Association business.

2. Opportunity to announce building membership meetings and matters under consideration at regularly scheduled faculty meetings.
3. The Association may be granted permission to use school buildings when not otherwise used for educational purposes at no cost to the Association if they provide the Superintendent or his designated representative with a five (5) day notice of their intent to use the building for Association business.

4. Reasonable access to teachers at their place of assignment when such access will not interfere with assigned duties of the teacher. It shall be the responsibility of the Association Representative to advise the appropriate building administrator whenever possible of his presence in the building during special school hours.

5. Listing in the District's directory of officers, the addresses and telephone numbers of the Association and its major officers.

6. Furnishing to the Association by the District information which is of public record by request.

7. A copy of the minutes of the Board meeting will be sent to the President of the Association.

8. In the event of emergency closing of schools caused by weather, energy, or other crisis, which caused the adopted calendar to fall short of the required number of days of school, the revised calendar for the balance of the school year will be reviewed with the Association.

9. Association representatives (unit of two) will receive a leave of absence to conduct Association business (e.g. Representative Assembly). This written designation shall be submitted to the Superintendent at least seven (7) school days in advance of the date on which the representative will be absent.

The District shall provide the Association with a total of six (6) personal days to conduct such Association business in any one (1) school year.

ARTICLE III - DUES DEDUCTION

A. Deductions referred to in section "A" Article II of the recognition clause shall be made in the following manner. The District shall make one (1) deduction each pay period beginning with the second pay in October through the first pay in June.

B. The Board shall, at the time the paychecks are issued, transmit the amount so deducted to the Association Treasurer.

ARTICLE IV - TEACHER STATUS

A. A non-tenured teacher shall not be disciplined, reprimanded, reduced in rank or compensation or discharged without just cause.
ARTICLE V - GRIEVANCE PROCEDURE

Section 1 - Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools; it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 - Definitions

2.1 A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement policies, rules, by-laws, regulations, procedures or practices of the Board and administration.

2.2 The term Supervisor shall mean any principal, assistant principal, immediate superior or other administrative or supervisory office responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

2.3 The Chief Executive Officer is the Superintendent or the Principal of the District, as the case may be.

2.4 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

2.5 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

2.6 Grievance Committee is the committee created and constituted by the Association.

2.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Section 3 - Procedures

3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 5.1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting
reasons therefore. Each decision shall be promptly transmitted to the teacher and to the Association.

3.3 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 described below, as long as those affected by the grievance are specified and in the charges it is described in what way they are affected.

3.4 The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3.5 Except as otherwise provided in Section 5.1(a) and 5.1(b), an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

3.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration or by the Association against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other person by reason of such grievance or participation therein.

3.7 Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed to building principals and Association president so as to facilitate operation of the grievance procedure.

3.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.9 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and the Association has been given an opportunity, (at the request of the aggrieved party) to be present at such adjustment and to state its views of the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

3.10 The Chief Executive Officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be written arguments and briefs considered at all levels other than Stage 5.1(a) and all written decisions at all stages. Official minutes will be kept at Board expense and at all proceedings in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance
Committee within two (2) days after the conclusion of hearings at Stages 2, 3 and 4, who will advise the appropriate hearing office of any errors in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board, but shall not be deemed a public record.

3.11 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any remedies available in any other form.

3.12 Notwithstanding any other provision of this grievance procedure; a grievant or a party-in-interest must adhere to the requirements of all stages of this procedure herein and they may not circumvent any stage.

Section 4 - Time Limits

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act or condition upon which the grievance is based. During July and August the time limits expressed above will be thirty (30) calendar days.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievances will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or before June 1st, both parties will agree to accelerate the grievance procedure to arrive at a decision as soon as possible.

Section 5 - Procedure

5.1 Stage 1 - Supervisor

(a) A teacher having a grievance will discuss it with his supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If
the teacher submits the grievance through a representative, the teacher may be present
during the discussion of the grievance.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to
the supervisor. Within ten (10) school days after the written grievance is presented to him,
the supervisor shall, without further consultation with the aggrieved party or any party in
interest, render the decision thereon, in writing, and present it to the teacher, his
representative and the Association and Chief Executive Office.

5.2 Stage 2 - Chief Executive Officer

(a) If the Grievance Committee determines that the teacher has a meritorious grievance, then it
will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within
fifteen (15) school days after the teacher has received such written decision. Copies of the
written decision at Stage 1 shall be submitted with the appeal.

(b) Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or his
duly authorized representative, shall hold a hearing with the teacher and the Grievance
Committee and all other parties in interest.

(c) The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance
Committee and its representative within ten (10) school days after the conclusion of the
hearing.

5.3 Stage 3 - Board of Education

(a) If the teacher and the Association are not satisfied with the decision at Stage 2, the
Grievance Committee will file an appeal in writing with the Board within fifteen (15)
school days after receiving the decision at Stage 2. The official grievance record maintained
by the Chief Executive Officer shall be available for the use of the Board.

(b) Within fifteen (15) days after receipt of an appeal, the Board shall hold a hearing on the
grievance. The hearing shall be conducted in executive session.

(c) Within five (5) school days after the conclusion of the hearing, the Board shall render a
decision, in writing, on the grievance and notify concerned parties.

5.4 Stage 4 - Arbitration

(a) After such hearing, if the teacher and/or Association are not satisfied with the decision at
Stage 3, and the Association determines that the grievance is meritorious and that appealing
it is in the best interests of the school system, it may submit the grievance to arbitration by
written notice to the Board within fifteen (15) school days after the decision at Stage 3.

(b) Within five (5) school days after such written notice of submission to arbitration, the Board
and the Association will agree upon a mutually acceptable arbitrator competent in the area
of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties
are unable to agree upon an arbitrator, or to obtain such a commitment, a request for a list
of arbitrators may be made to the American Arbitration Association by either party. The
The selected arbitrator will hear the matter promptly. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues and notify the concerned parties.

(d) The decision of the arbitrator shall be final and binding upon all parties.

(e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

(f) The arbitrator shall have no power or authority to make any decision which requires the commission of an act which is prohibited by law or which violates the terms of this Agreement and the arbitrator is prohibited from adding to or changing the Agreement.

ARTICLE VI - SALARIES

The following items are to be implemented by the Board as part of this salary agreement:

1. All teachers are to be placed on their proper step with regard to their preparation and experience.

2. All teachers and other personnel affected by this schedule will be paid every other Friday and will have the option of receiving twenty-two (22) or twenty-six (26) checks per year. This option must be indicated by each staff member, in writing, at a time to be designated by the payroll clerk. The pay period for staff (ten (10) month employees) shall be every other Friday throughout the school year, starting with the Friday of the second full week (Monday through Friday excluding holidays) of school in September. Such schedule or option will be modified if said schedule or option would result in an employee receiving salary prior to completing the required workdays. The initial paycheck will be equal to no less than one fortieth (1/40th) of the teacher's annual salary if the time period is less than a regular pay period. The remainder of the salary will be divided into twenty-one (21) or twenty-five (25) equal payments.

3. Applications for increased professional training must receive the written approval of the Superintendent or his designee prior to the individual initiating such training. Upon completion of approved professional training, applications for recognition of a salary differential for increased professional training including approved inservice credit are to be submitted to the Superintendent prior to October 1st for consideration for the first semester and by February 15th for consideration for the second semester. The applications will be in writing with the course title, course description, number of hours credit and marks earned and an official college transcript or college grade report. In case of emergency, the teacher shall notify the Superintendent of any course change and receive telephone approval to proceed with the course.

4. The District shall process Tax Shelter Annuity Applications of new bargaining unit members at any time. The amount to be remitted to a company shall be specified by the member. All other employees who want to change their TSA or to initiate a new TSA shall specify the desired change and company affected, in writing by October 1st and/or March 1st of each school year. The
payroll change shall take effect in the next full payroll period following the October 1st and March 1st date.

5. **Salary Schedule** - (See Appendix B)

(a) Graduate credit, Inservice credit, and Team credit earned and credited prior to July 1, 2006 shall be paid in accordance with Appendix B.

One credit of inservice shall equal fifteen (15) classroom hours; two (2) inservice credits shall equal thirty (30) classroom hours; and three (3) inservice credits shall equal forty-five (45) classroom hours. Inservice credits will be awarded for inservice programs taken after the regular school hours and/or days with prior written approval of the Superintendent.

Teaching an Inservice Program - The teacher of an inservice program will be granted one (1) inservice credit more than the inservice credits granted to staff who are participating in the class. For any staff members to be paid for inservice work or teaching, they must have prior approval.

(b) A salary differential of seven hundred seventy-five dollars ($775) per teacher shall be granted for the first earned Master's Degree only.

(c) Guidance personnel shall be placed on the teaching salary schedule plus 1/200 per day for additional days beyond the regular school year.

(d) Longevity increments shall be granted as follows:

   After 20 years of service with 15 of those years with the District - $700
   After 25 years of service with 20 of those years with the District - $700 additional
   After 30 years of service with 25 of those years with the District - $700 additional
   After 35 years of service with 30 of those years with the District - $700 additional

6. Teachers shall have the option of having their extra-curricular pay spread over the course of the school year and included in their regular paychecks or separate checks shall be issued three (3) times per year (second pay in November and March and the last pay in June). Those choosing the three (3) paycheck option shall have deductions made on the same basis as their regular paycheck. The purpose of this payment schedule is to provide for automatic payment for the services performed in a manner to coincide with Board warrant periods.

(a) Payment in extra-curricular and interscholastic sports - Coaches and/or advisors moving from one sport and/or activity to another shall get one (1) year credit for each two (2) years experience. Coaches moving from lower to higher paying coaching positions in the same sport shall receive full experience credit.

(b) Negotiations for the placement of any new club advisor/coach position will begin within fifteen (15) working days of Board approval of the position.

7. **Payroll Deductions** - The Board shall provide for deductions into a savings account or for direct deposit of paychecks to any bank with an office in Wellsville upon written request of the teacher.
8. Professional Duties

(a) Additional Teaching. District required and unit member accepted teaching beyond the contracted school day shall be paid the professional hourly rate. This will include, but is not limited to District required home teaching, summer school teaching, and Academic Intervention Services (AIS) that take place during a period when school is not in session.

i) For each preparation time that is required, the teacher shall be paid:

1) Summer School Driver Education – one and one half (1.5) hours preparation time per week.

2) Summer school, home teaching, and AIS teaching beyond the school day shall be paid twenty (20) minutes for each one (1) hour of instruction.

(b) Committee Work. The professional hourly rate (see (e) below) will be paid for District requested attendance at the following committee meetings that the unit member agrees to attend, and that take place during a period when school is not in session (weekends, holidays, holiday recesses and summer vacation and before or after the scheduled work day). However, where a parent or the District requests the unit member attend a CSE meeting, the unit member shall attend such meeting.

Committee meetings shall include:
Building Level Team (BLT), Strategic Planning Team (SPT), Curriculum Committees, STEP (Student Teacher Ed. Plan), Committee on Special Education (CSE), District Level Team (DLT), SAVE (Safe Schools Against Violence in Ed.), Action Teams, CST (Child Study Team), Technology Committee

Where the District requests a unit member to be a Chair or Recorder and that Unit member agrees to the position, the Chair and/or Recorder will be paid the professional hourly rate for required duties that take place beyond the meeting time, including but not limited to preparation of the agenda, record keeping, data gathering, publishing the minutes, and compiling and creating the annual reports.

(c) Curriculum writing that the District requests, the unit member agrees to complete, and takes place during a period when school is not in session (weekends, holidays, holiday recesses and summer vacation and before or after the scheduled work day) shall be paid at the professional hourly rate.

(d) Time Sheets. Time sheets for curriculum writing and committee/team work will be due the week of August 15th, October 15th, February 15th, and June 15th. Payment for this work will be made as soon thereafter as practicable.

(e) Professional Hourly Rate

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9. **Health Insurance – Effective July 1, 2006**

(a) Individuals may select either a single coverage or family coverage, however those individuals whose spouses are employed by the District shall be provided the most cost effective policy/policies that meet that family's needs (either two (2) single policies or a family policy for unit members without dependents, or a family policy for those members with dependents). Individuals cannot collect benefits for any condition covered through another policy. Double coverage in District health insurance plans is not allowed.

(b) Applications must be filed in the Business Office prior to September 15th or thirty (30) days after employment to become effective October 15th or thirty (30) days after application, respectively. For further information, consult the Payroll Clerk in the District Office.

(c) According to the terms provided herein, each full time employee covered by this contract may choose health insurance coverage through either a Point of Service Plan (hereinafter called the POS) or the self-funded healthcare service plan. (hereinafter called the PPO)

(i) **The District shall provide to Unit Members hired prior to July 1, 2006:**

2006-07, and 2007-08

- The District will provide the POS at no cost to the unit members.
- The District will provide the PPO at five percent (5%) cost to unit members.

2008-09

- The District will provide the POS at no cost to the unit members.
- The District will provide the PPO at seven percent (7%) cost to unit members.

2009-10

- The District will provide the POS at no cost to the unit members.
- The District will provide the PPO at nine percent (9%) cost to unit members.

2010-11 and thereafter

- The District will provide the POS at no cost to the unit members.
- The District will provide the PPO at ten percent (10%) cost to unit members.

(ii) **The District shall provide to Unit Members hired from July 1, 2006 to June 30, 2007:**

2006-07, 2007-08, 2008-09, 2009-10, 2010-11 and thereafter:

- The District will provide the POS at no cost to the unit members.
- While non-tenured the District will provide the PPO at the cost of the difference between the PPO and the POS to unit members.
- Once tenured the District will provide the PPO at the contribution rate for those unit members hired prior to July 1, 2006.
(iii) The District will provide to Unit Members hired on or after July 1, 2007:

2007-08

- The District will provide the POS at no cost to the unit members.
- While non-tenured, the District will provide the PPO at the cost of the difference between the PPO and the POS to unit members.
- Once tenured, the District will provide the PPO at the contribution rate for those unit members hired prior to July 1, 2006.

2008-09

- The District will provide the POS at two percent (2%) cost to unit members.
- While non-tenured, the District will provide the PPO at the cost of the difference between the PPO and the POS to unit members.
- Once tenured, the District will provide the PPO at the contribution rate for those unit members hired prior to July 1, 2006.

2009-10

- The District will provide the POS at three percent (3%) cost to unit members.
- While non-tenured, the District will provide the PPO at the cost of the difference between the PPO and the POS to unit members.
- Once tenured, the District will provide the PPO at the contribution rate for those unit members hired prior to July 1, 2006.

2010-11 and thereafter

- The District will provide the POS at five percent (5%) cost to unit members.
- While non-tenured, the District will provide the PPO at the cost of the difference between the PPO and the POS to unit members.
- Once tenured, the District will provide the PPO at the contribution rate for those unit members hired prior to July 1, 2006.

Members enrolled in the POS will receive premiums paid by the District up to a maximum of ninety percent (90%) of the cost of the PPO. However, in no event, shall a unit member pay more than ten percent (10%) of the premium cost for the POS.

The District will contribute two hundred dollars ($200) to the Flex Plan of employees who choose single health care coverage.

The District will contribute four hundred dollars ($400) to the Flex Plan of employees who choose family health care coverage.

The deductible will be one hundred dollars ($100) for single coverage and $100/$200 for family coverage.

(d) For new employees, coverage under the Plan or POS shall be automatic and effective in the same manner unless the employee declines the coverage in writing. Such waiver shall
be filed in the employee's personnel folder. An employee may reconsider and join the Plan OR POS at the next open enrollment, or if there is a significant life change (i.e. divorce, job loss, etc.) by notifying the employer in writing of his/her desire for coverage. Plan/POS will commence on the first day of the month following the employer's receipt of the request for coverage.

(e) The Plan will provide benefits at least equivalent to the current Plan offered in 1992. The POS will provide benefits at least equivalent to the current Plan offered in the 2002-2003 school year.

(f) The PPO document and any attendant guarantees is herein incorporated by reference.

(g) In the event of a claims dispute or any dispute with respect to the PPO /POS benefits (as compared to the 1992 Blue Cross/Blue Shield coverage/2003 Plan coverage) the Association may submit the issue directly to Stage 4 of the grievance procedure after exhausting all remedies and appeals provided by the PPO /POS. The PPO /POS Administrator will furnish the Association with all pertinent data related to the dispute subject to the provision (h).

(h) All data obtained by the PPO/POS Administrator with respect to insurance claims shall be considered confidential and shall not be released to a third party without the express, written consent of the employee(s) affected. Any health data obtained by the PPO/POS may not be used to discipline or dismiss an employee.

(i) Any employee who leaves the employment of the District (other than an employee who retires) or whose services are terminated shall be offered the right of conversion at their expense for health insurance coverage regardless of insurability for 18 months after the employee leaves the District.

(j) Employees who submit claims in accordance with the procedures established by the PPO /POS have said claim paid (to the extent of the coverage provided) in a timely manner so that the employee shall suffer no financial loss as a result of the slow payment of a claim.

(k) **Buy-out**

An employee who declines the PPO /POS in writing and submits proof of alternative coverage upon District request, will receive an annual stipend of one thousand six hundred dollars ($1,600) or shared savings plus one hundred dollars ($100), whichever is greater. Such a waiver shall be filed with payroll and placed in the employee's personnel folder. The stipend shall be paid according to Article VI, (6). The option is only available to employees who are covered under another health insurance plan. The District will contribute $400 to the individual's Flex Plan.

(l) For part-time employees, a portion of the single person premium in the ratio of the number of regular daily hours worked to eight (8) will be paid by the District. Payments will be made by deduction from payroll once each month, September through April, and two (2) deductions in May and June to cover summer payments.
(m) The District will provide a 10-4-1 prescription plan. This will be a one dollar ($1) co-pay for mail order drugs, a four dollar ($4) co-pay of generic prescription drugs, and a ten dollar ($10) co-pay for brand name prescriptions for all employees.

(n) **Shared Savings**

The Wellsville Teachers’ Association President (or his/her designee) and Superintendent (or his/her designee) will agree each June, or as soon thereafter as practicable, to shared savings amount based upon contract provision.

The shared savings stipend will be computed by taking the annual or pro-rated cost of the PPO plan less the required employee contribution and comparing that result to the annual or pro-rated cost of the POS plan. (Shared savings does not include member contribution.) The difference will be multiplied by the percentages noted below and paid to unit members no later than June 30th. Unit members shall receive shared savings as salary stipend. Unit members shall have the option to spread out their shared savings in pay as in Article VI 6. POS members, at the time of execution of this Agreement shall share in the above savings as other unit members.

Savings realized by the District for an employee’s participation in the POS option will be shared with employees hired prior to July 1, 2006 as follows:

For 2006-07, unit members shall receive fifty-five percent (55%) of the shared savings in salary stipend. Those unit members who elect the POS by July 1, 2006 shall receive the full 55% of shared savings.

For 2007-08, unit members shall receive forty percent (40%) of the shared savings in salary stipend.

For 2008-09, unit members shall receive thirty percent (30%) of the shared savings in salary stipend.

For 2009-10, unit members shall receive twenty percent (20%) of the shared savings in salary stipend.

This benefit will terminate at the conclusion of the 2009-10 school year.

If unit member returns to the PPO after taking shared savings, the member pays the difference in the PPO and POS for the following year, and applicable contribution thereafter.

(o) **Group Incentive**

Where the below percentages of unit members eligible to receive health insurance benefits elect to take the POS or buyout, each unit member will receive the following salary stipends
payable in the second to last pay of the school year.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006-07</td>
<td>80%</td>
<td>$125</td>
</tr>
<tr>
<td>2007-08</td>
<td>90%</td>
<td>$150</td>
</tr>
<tr>
<td>2008-09</td>
<td>95%</td>
<td>$150</td>
</tr>
</tbody>
</table>

This benefit will terminate at the conclusion of the 2008-09 school year.

10. **Compensation Insurance** - Compensation insurance is carried on every employee covering job connected injuries. It is very important that every injury, no matter how trivial, be reported to one of the school nurses, since they sometimes become more serious. Any medical expenses resulting from a job connected injury covered by Compensation Insurance, and, where appropriate, loss of time may be claimed according to the rules and regulations of the compensation insurance company.

11. **Flexible Spending Plan**

(a) For the duration of this Agreement, the District shall fund the administrative cost of a flexible benefits plan for all members of the teaching staff.

(b) The maximum amount that a non-tenured teacher may contribute to their Flex Plan for medical services is three-thousand dollars ($3,000) per year. The maximum amount that a tenured teacher may contribute to their Flex Plan for medical services is five thousand dollars ($5,000) per year.

(c) Any unspent funds after the District’s expenses for operation of the Plan up to three thousand dollars ($3,000) will be retained by the District for one (1) year and then used to fund a scholarship(s) for a deserving district senior graduate(s) selected by a Scholarship Committee. The Wellsville Educators’ Association President shall appoint a Committee Chairperson who will invite participants from the CSEA unit, the WEA, and the Administration. The Scholarship Committee must include a representative from the Guidance Department.

12. School psychologist and speech and hearing personnel hired prior to September 1, 2002 will have salaries computed at 1.1 x the salary they would receive as teachers.

13. **Optical Plan**

An optical plan will be provided for each full time teacher. Each teacher will have a choice between a family plan (with or w/o dependents) and single plan, however those individuals whose spouses are employed by the District shall be provided the most cost effective Optical Plan(s) that meet that family’s needs (either two (2) single plans or a family plan for unit members without dependents, or a family plan for those members with dependents). A teacher who declines the optical plan in writing will receive fifty percent (50%) of the premium cost as a buy-out payable in the second to last pay of the school year. Such waiver shall be filed with payroll and placed in the employee’s personnel folder. Where on or after September 1, 2006, two unit members become qualified for coverage under one Optical Plan, such members shall collectively be eligible for one buy-out or coverage according to the terms described above. Where two unit members qualified for coverage under one Optical Plan prior to September 1, 2006, such members shall individually be eligible for either one single buy-out or coverage according to the terms described above.
ARTICLE VII - TEACHER EMPLOYMENT AND RECRUITMENT

1. The final decision on the hiring of all personnel shall be under the exclusive jurisdiction of the Board.

2. The law requires all teachers to sign an oath of allegiance. This must be done at the beginning of employment only once while employed in any one school system.

3. The District will post announcements, of new teaching and extra-curricular jobs and permanent openings in existing teaching and extra-curricular jobs which the District has decided to fill for a period of at least ten (10) calendar days prior to filling the teaching or extra-curricular job, except in case of emergency. When an emergency opening occurs, the District shall so notify the faculty on the daily bulletin. Interested faculty shall have until the close of school the next day to indicate their interest in the position. An emergency shall be defined as a vacancy occurring in such a way that the District cannot wait ten (10) days to fill the position. Such postings shall include the last date on which applications will be accepted, teaching job title, and brief description of the responsibilities. During that ten (10) day posting period, any employee who desires to be transferred or promoted to the announced job shall apply therefore to the Superintendent's office on forms provided by the District.

4. Teachers who are interested in specific vacancies which may occur during the summer may file notice of such interest and provide a self-addressed, stamped envelope to the office of the Superintendent in June. If such vacancies occur, the Superintendent or his designee shall notify the teacher of the vacancy using their stamped, self-addressed envelope.

5. The positions for teachers on special assignment will be posted no later than February 1st. If the district chooses to create a new teacher on special assignment position, a posting will occur fifteen (15) days after Board approval of the position.

ARTICLE VIII - TEACHER QUALIFICATION AND ASSIGNMENT

1. The Board each year shall issue to every member of the professional staff a preliminary statement as soon as possible, but no later than June 30th, which includes a statement of instructional duties, number of classes, number of preparations, assignment location(s), and any other duties required of the teacher during the year for which the statement is in effect. A statement listing the total number of accumulated sick days accrued to the teacher shall be issued at this time also. If it becomes necessary to alter the duties, the teacher must be notified immediately.

2. Unless negotiations are still in progress, the Board shall issue the above statements including salary. Each teacher shall return a single, signed copy of the salary statement to the Superintendent no more than thirty (30) days after issuance. This statement is recognized as an ethical responsibility.

ARTICLE IX - TEACHING HOURS
A. Arrival and Departure

The teacher workday shall be seven (7) hours and ten (10) minutes for staff assigned to the elementary school, and seven (7) hours and fifteen (15) minutes for staff assigned to the middle and high schools. The student workday will be scheduled within the teacher workday. Whenever possible, elementary faculty meetings shall be scheduled in the morning and the District agrees that as a result of the extended workday it will not attempt to carry on curriculum writing during these times.

B. Teacher Load

The Board shall assign the professional staff to those positions for which they are adequately prepared and certified by the New York State Education Department.

The Board shall implement the following in regard to conditions of employment:

1. An Elementary teacher shall not be required to exceed three hundred (300) minutes of class instruction per day.

2. Elementary teachers shall be provided with a minimum of one (1) class period per day, in addition to a 30-minute duty-free lunch period, free from instructional and supervisory duties, for preparatory purposes.

3. All Middle School teachers shall not be required to exceed two hundred eighty five (285) minutes of instruction, supervision and homeroom duty per day. This time (285 minutes) is exclusive of team planning time, and individual preparation time and the duty free lunch time.

4. All teachers shall have thirty (30) minutes free from any duty for lunch.

5. All High School Teachers:

For 2006-07 - All teachers on the High School level shall have twenty-four (24) blocks (sixty (60) minutes including five (5) minutes passing time) of duty during the six-day cycle with a minimum of one (1) block (fifty-five (55) minutes) per day planning. In addition to the twenty-four (24) blocks, each High School teacher will provide enrichment or AIS for two (2) twenty-five (25) minute blocks per six (6) day cycle or week. The two (2) twenty-five (25) minute blocks may be scheduled during the 2:24 - 3:00 p.m. block.

For 2007-08 and thereafter - High School teachers shall provide a maximum of two hundred eighty five (285) minutes of instruction, supervision and homeroom duty per day. This time (285 minutes) is exclusive of team planning, preparation and duty free lunch. Any change to Article IX, B.5 and/or the schedule shall be made in accordance with the building level shared decision making process in the District’s Shared Decision Making Plan, as well as after consultation with the Association.

6. Whenever possible, teachers on the secondary level will not be required to teach more than two (2) subjects nor have a total more than three (3) different preparations, exclusive of science labs.
7.
   (a) If there will be a change in the teaching schedule for the coming year, the building principal and teacher involved will discuss and come to a mutual agreement upon such change for the coming school year.

   (b) If an agreement cannot be reached, the principal will meet with the teacher and the direct supervisor and/or department chairperson to discuss the change and the benefits that will be derived for the District.

   (c) If at this level a mutually agreed change cannot be reached, the principal and teacher (and supervisor and/or department chairperson) will meet with the President or his or her designee to discuss the change. At this point, if a mutually agreed upon change cannot be reached, the principal (and supervisor and/or department chairperson) will submit to the Superintendent in writing reasons why the change should or should not take place.

   (d) If a teacher must be involuntarily transferred, the teacher with the least seniority in that grade level or tenure area in that building will be the one to be transferred or reassigned after written notice has been given. In the event an involuntary transfer is necessary from one building to another, the teacher with the least seniority in that building, in the affected tenure area, shall be transferred after written notice has been given. For this section, seniority shall be defined as continuous service in the affected tenure area in the District.

C. Substitutes

The District shall make every effort to secure substitutes for teachers absent with sufficient notice. Should such absence extend beyond one day, the District shall not request other teachers to cover the classroom responsibilities of the absent teacher.

D. Traveling Teachers

   (a) Teachers who travel between elementary and secondary buildings shall not be required to exceed two hundred seventy (270) minutes of class instruction per day.

   (b) Teachers who travel between buildings will be given a minimum of two hundred (200) minutes of preparation time per week. The minimum scheduled for this will be at least thirty (30) consecutive minutes per day.

   (c) Teachers who travel between buildings will be given a minimum of thirty (30) minutes for lunch each day.

   (d) Teachers who travel between the elementary campus and the secondary campus will be given fifteen (15) minutes of travel time.

   (e) Traveling teachers will use the starting time and ending time for their school day based on the school that they start in each day.
E. Distance Learning

Distance Learning shall be defined as an interactive video and audio presentation of a lesson to two (2) or more groups of students at the same time in two (2) or more locations.

1. No Reduction - No unit member shall be laid off or reduced to part-time as a direct result of a District course being offered on Distance Learning when the course is in the same certification area as the unit member teaches.

2. Reproduction - There shall be no transmission or reproduction of Distance Learning classes by the District beyond the receiving districts without the prior written approval of the bargaining unit member(s) instructing the class.

3. Employees will only be asked to teach Distance Learning courses on a voluntary basis.

F. Doctoral Supervision/School Psychologist

For the length of the contract, upon written request of the Superintendent, the School Psychologist determined by the District to be qualified shall provide as a regular duty, “Doctoral Supervision” for any other school psychologist employed by the District who is completing his/her Doctorate in School Psychology.

G. Parent Teacher Conferences/Thanksgiving

Should the District calendar include Parent-Teacher Conferences during the week of Thanksgiving vacation, the following shall apply: Scheduled evening conferences may be held in lieu of the regular workday in which conferences would be scheduled, provided: 1) parents and persons in parental relation to students are reasonably accommodated, 2) conference time will approximately equate to a teacher’s instructional day (including prep time), and 3) teachers shall keep a log of all conferences and submit such log to the District upon its request. Teachers, however, may shift time to accommodate parents (i.e., during prep time, before school, and/or during lunch).

The District shall have sole discretion as to the best day and time frame to schedule conferences, except the District shall not schedule evening parent-teacher conferences during Thanksgiving Week unless otherwise agreed upon by the Association.

ARTICLE X - EMPLOYMENT PHYSICALS

All faculty members prior to their employment in the District will be required to undergo a full health examination including a vision and hearing test either from a doctor of their choice in which case the cost of the physical would be borne by the employee; or from a District designated doctor, in which case the cost would be borne by the District.

ARTICLE XI - ACADEMIC FREEDOM
The Board grants to all teachers in the system the right to comment openly and publicly, either as an individual or as a member of the Association, on current or proposed policies of the Board of Education.

**ARTICLE XII - TEACHER EVALUATION**

The teachers will follow the Annual Professional Performance Review Plan. It is understood that this plan may be revised annually by the DLT. No changes of mandatory negotiable items may occur without agreement of the District and the Association. The current Plan will be included in the teacher's handbook.

A. **Evaluation Objectives**

1. Improvement of instruction
2. Basis for retaining a teacher on the staff
3. Basis for assigning increased responsibilities and awarding promotions
4. To make intelligent teaching assignments
5. Professional growth

B. **Formal Observation Procedures**

1. Observers: Building Principal, Assistant Building Principal, Director of Curriculum & Instruction, Director of Special Services, and the Superintendent.

2. Procedures:
   a. Each observation shall be at least thirty (30) minutes in length and shall include a pre and post-observation conference. The pre-observation conference shall be to establish common instructional objectives.
   b. The pre and post-conference shall be held within five (5) school days of the observation. The pre-observation conference must occur at least the school day prior to the observation. The final observation report shall not be written until after the post-observation conference. The final observation report shall be given to the teacher within twenty (20) school days after the observation. Both the observer and the teacher shall sign the observation report.
   c. A teacher may submit a rebuttal when he/she does not agree with the report of the observer within twenty (20) school days after receiving the written report.

C. **Permanent Folder**

1. No material shall be placed in any teacher's personnel file unless the teacher receives a copy of same. The official file shall be available for inspection and written comment by the teacher and/or his or her representative.

2. No material of a derogatory nature will be placed in the teacher's personnel file without prior knowledge of the teacher. Two (2) copies of any such material shall be given to the teacher. The teacher shall sign both copies, keep one (1) copy and return the other copy which is to be
placed in the personnel file. Signing of this material only indicates that the teacher has seen
the material, but does not necessarily mean agreement with the content. No comments will be
added after the teacher has affixed his/her signature. The refusal of a teacher to sign does not
prevent entering material in the folder and such refusal shall be noted on the document.

3. At the District’s discretion, teachers may be informed by the employer of any comments
and/or criticism made by parents, students or others. When the District uses its discretion to
withhold comments and/or criticism made by parents, students or others, this information may
not be used for disciplinary action in the future.

D. Mentoring

Mentors and Mentees shall follow the District’s Mentoring Guidelines. No changes of mandatory
negotiable items within the Mentoring Guidelines may occur without the agreement of both the
Association and the District. Mentors will assist Mentees with curriculum, classroom
management, student discipline, etc., The District recognizes that Mentors are not accountable for
a Mentee’s performance.

First year teachers to the District shall be assigned a Mentor for a minimum of one (1) year. If a
Mentor is needed, and the District requests it, the Department/Grade Level Chairperson shall take
on one Mentee. If the Department/Grade Level Chairperson is requested to take on a second
Mentee and agrees to do so, the Chairperson shall be paid four hundred dollars ($400) to mentor
the second Mentee. For all other unit members, those who volunteer to mentor at the District’s
request shall be paid four hundred dollars ($400) for such service. Where the Mentee’s
certification and appointment are in Special Education, the District will attempt to provide a
Special Education Mentor and shall pay that Mentor two hundred dollars ($200). For the middle
school, where the District requests a Content Area Mentor in addition to the Grade Level
Chairperson, the District shall pay that content area Mentor two hundred dollars ($200) for such
service.

During the hours when a Mentor or Mentor Substitute is required by the District to attend new
teacher orientation, the Mentor or Mentor Substitute shall be paid the professional hourly rate.

Mentoring shall be paid in accordance with Article VI, 6.

In no event shall Mentors participate in formal verbal or written evaluation of any member of the
bargaining unit.

The assignment of Mentors is exclusively at the District’s discretion.
ARTICLE XIII - LEAVES OF ABSENCE

The Board shall implement the following items in regard to leave policy for the professional staff:

A. With Full Pay

1. Sick Leave

A total of twelve (12) days per year will be granted to each member of the professional staff, to be used for illness of the teacher, illness in the immediate family or death in the immediate family. All faculty members who are absent six (6) or more consecutive days may be required to provide a doctor’s statement attesting to their ability to return to work and complete their duties. Sick days may accumulate to two hundred fifteen (215). After twenty (20) years of service to the District, unit members may accumulate up to two hundred thirty (230) days. However, unit members shall be reimbursed for no more than two hundred fifteen (215) days.

For illness - "immediate family" means: spouse, child, parent and parent of spouse or any relative permanently residing in the household. Leave for an illness of a relative, not in the "immediate family" may be requested in writing to the Superintendent. The Superintendent, at his/her discretion, may grant a leave. The Superintendent’s decision is not subject to the grievance procedure.

For death - "immediate family" means: spouse, child, parent and parent of spouse, grandparents, grandchildren, aunt, uncle, brother, sister, or any relative permanently residing in the household.

2. Sick Leave Bank - In the event that a major accident or illness causes a teacher to use all the sick leave days and the teacher, as verified by a doctor's statement, is still unable to return to school, the teacher as a member of the sick leave bank may apply for additional days to be deducted from the sick leave bank with the following provisions:

(a) A teacher must have accumulated at least twenty-five (25) unused sick days in order to join and contribute to the bank.

(b) Teachers who join will contribute three (3) days per year.

(c) Teachers must join or withdraw prior to October 1st of any school year. A teacher withdrawing loses all days contributed.

(d) A teacher will be limited to a withdrawal of sixty (60) days in any one year.

(e) A committee composed of two (2) teachers appointed by the President of the Association and one (1) administrator appointed by the Superintendent of Schools shall approve all applications for use by bank members.

(f) When the total number of days in the bank reaches three hundred (300), no more days may be contributed until the total drops below one hundred fifty (150) days, at which time all members of the bank will again contribute at the rate of three (3) days per year. A teacher will be permitted to join the sick bank after the three hundred (300) maximum
days have been contributed. Those teachers will conform to all the guidelines set in subsections (a) to (e). This clause is to take into account new teachers employed after the maximum had been reached.

(g) Teachers will not be required to replace days used, but will begin to contribute after their total accumulation reaches twenty-five (25) days.

(h) In the event that a teacher who has not met the sick bank regulations, but because of extended illness use their accumulated days, members of the unit may donate sick days to this individual up to a maximum of sixty (60). This clause is to cover catastrophic or long-term illness, not singular sick days. An extended illness will be defined as an illness that forces the teacher to be out at least ten (10) days.

The Association may donate beyond the sixty (60) days with the approval of the Superintendent.

3. The professional staff shall be granted three (3) days for personal reasons without explanation. Personal days shall not be used on the school day immediately preceding or following regularly scheduled vacations and holidays, except with the Superintendent's approval. The approval or disapproval of such days by the Superintendent shall not be grievable.

4. The days granted for personal reasons, if unused, shall become a part of cumulative sick leave. Where possible, this leave shall be requested three (3) school days in advance.

5. Days of absence for which a teacher is to be paid must be claimed on the Teacher's Absence Report Blank. Failure to file this report with the principal will cause deduction to be made from salary.

6. Court Appearances: Full pay, less any pay received, shall be granted for absence resulting from compliance with requirements of the court if the teacher attends the court for jury duty or under subpoena as a witness in a case directly related to his/her employment with the District. If a unit member is called as a subpoenaed witness pursuant to law, in a case not directly related to his/her District employment, he/she may use personal and/or sick days upon evidence of the subpoena to the Superintendent. It shall be the responsibility of the staff member to give reasonable notice where possible to the Superintendent.

7. School Visitations: The Board shall grant one (1) full day or two (2) half days with no loss of pay or loss of personal leave days, and to include total mileage and expenses for room and meals to and from the school visited out of the District. Applications for approval for this leave must be filed with the Superintendent at least two (2) weeks in advance. A written proposal must also be filed as to value, purpose and objectives of the visitation. A comprehensive report of the visitations shall be filed with the Superintendent no later than one (1) week following the return to assigned duties.

8. For Maternity Purposes: A teacher may use all or part of their sick leave for maternity purposes based on the following qualification.

(a) A teacher will be allowed to use sick leave for maternity purposes based on a doctor's excuse which determines when the teacher can no longer perform her duties as a teacher.
and ends with a doctor’s excuse which determines when the teacher is physically able to return to teaching.

9. Any unit member who has no absences, except for school related business or conferences, in a school quarter (ten (10) week period) will receive an additional one half (1/2) earned personal day per quarter. This one half (1/2) day may be used or accumulate as sick leave. If a teacher earns a ½ personal day in the last quarter of the school year, then this one half (1/2) personal day will be carried over into the following school year. All other days granted for personal reasons, if unused, shall become a part of cumulative sick leave. (So under the current contract a teacher could begin the following school year with up to three and one half (3-1/2) personal days, if they had no absences in the previous fourth quarter.

B. Without Full Pay

1. Maternity/Adoption/Child-Rearing Leave

(a) The teacher shall use the following procedure when requesting maternity child rearing or adoption leave:

i. The teacher shall give written notice to the Superintendent requesting the leave with sufficient time so that the Superintendent may acquire an acceptable substitute teacher and inform the Board.

ii. If medical information is supplied to the Superintendent of Schools, it shall be held in confidentiality when seeking resolution from the Board granting the leave.

(b) Length of Leave:

i. Maternity, child rearing or adoption leave shall not exceed four (4) semesters.

(c) Once the teacher returns to work after the maternity, child rearing or adoption leave:

i. The teacher will be entitled to return to his/her former position, or if this position has been abolished, then another position according to New York Educational Law.

ii. The teacher will return to the same salary step of the schedule if they work less than ninety (90) days during the school year, but will receive salary step movement if they worked ninety-one (91) or more days.

iii. The teacher, prior to leaving or on his/her return from leave will receive pro-rata sick or personal days or other benefits.

(d) During the maternity, child rearing, or adoption leave:

i. Individuals who qualify for leave under the Family Medical Leave Act of 1993 may receive up to twelve (12) weeks of health insurance benefits. When the
need for such leave is foreseeable a thirty (30) day notice must be given to the employer.

ii. The teacher will not receive compensation, health insurance, or other benefits (beyond those provided by the Family and Medical Leave Act), or other benefits; however,

iii. The teacher may retain health insurance benefits provided the teacher pays the appropriate premium through the District Business Office.

2. Other Leave

A teacher may be granted a leave of absence without pay in order to fulfill the obligation of the Peace Corps, Vista, Public Office or other than local Union Office. Said leave will, unless there are extenuating circumstances, commence with the start of the school year. The leave shall be for one (1) year or if the period of obligation is longer than one (1) year, for the period of obligation, but no longer than two (2) years. However, a person on leave will not return during the 8th, 9th or 10th school month. The teacher, upon return, will be restored to the tenure area which he/she left.

3. Short-Term Leave

Unpaid short-term leaves not to exceed five (5) days per year, may be granted by the Superintendent upon written request indicating a unique circumstance. Such determinations shall not be subject to the grievance procedure.

ARTICLE XIV - MILEAGE PAYMENTS & MEAL REIMBURSEMENT

All teachers who have to use their cars to attend conferences, workshops or other school business will be reimbursed at the allowable I.R.S. rate per mile. Claims for reimbursement of mileage must give the total mileage, date, destination, purpose of the trip and person consulted. The total claim should be itemized if for more than one (1) trip. Other authorized expenses may be added in the total claim for each trip.

Itemized receipts must be attached for payment to be rendered. If the school car is available, teachers shall use this vehicle. If a teacher chooses not to use the school car, there will be no reimbursement for mileage.

The District will fund meals for any teacher sent to a conference or work related activity at the rate of up to fifty dollars ($50) per day. Partial days may be reimbursed for an amount up to thirty-eight dollars ($38). Itemized receipts must be submitted for payment to be rendered.
ARTICLE XV - SABBATICAL LEAVE

A. The Board shall grant one sabbatical leave for approved study or travel at not less than one half pay for one (1) school year, or three (3) summers at one-sixth (1/6) the pay of salary of the individual in the first year of leave, to be paid at regular pay periods during the time of the sabbatical leave. The leave shall be granted without restriction on grants or fellowship awards received. The leave, if more than one is requested, shall rotate in alternate years between a teacher from the elementary level (K-6) and a teacher from the junior-senior high level (7-12) after seven (7) years of service within the system. When multiple applications from a level (K-6 or 7-12) are received, the Board of Education shall determine which applicant shall receive the leave. The District reserves the right to grant additional leaves at their sole discretion according to their specific criteria.

Procedures:

1. Requests for sabbatical leave shall be submitted by March 1st of the year prior to the leave.

2. A written statement of purpose and objectives must accompany the application for leave in order to validate the request.

3. A person receiving a sabbatical must obligate him/herself to two (2) years of service in the District immediately following the conclusion of the year or refund the sabbatical leave pay within thirty (30) days.

4. A report and/or presentation on the sabbatical will be presented to the Board within ninety (90) days after the completion of the leave.

ARTICLE XVI - EXTRA AND CO-CURRICULAR ACTIVITIES

The Board shall implement the following:

1. Teachers shall be assigned to supervise only those student activities that are clearly related to the educational program and are of an educational nature.

2. Teachers shall be required to sponsor or supervise only those activities that are within their area of expertise or interest.

3. Present practices regarding the assignment of extra and co-curricular activities will be continued for the length of the contract.

4. Since the professional staff feels that the riding of spectator buses to athletic events is a non-educational duty and since the Board, after consultation with the administrators and head of the athletic department, feel that such trips are of an educational nature and require the supervision of the professional staff, the following compromise has been negotiated between the two parties:

(a) Bus trips will be supervised by teachers who will be assigned from a list of volunteers.
(b) Home Athletic Events - the teacher will be paid thirty dollars ($30) per evening except evening football and double basketball games which will be fifty dollars ($50) per evening.

(c) Bus trips - the teacher will be paid thirty dollars ($30) per trip.

(d) Chaperones as required by the District for dances and concerts will receive thirty-five dollars ($35) for each event. Chaperones for overnight events will receive fifty five dollars ($55) for each event. This pay shall not apply to extra-curricular or co-curricular advisors and/or coaches attending events and/or trips as part of their appointment to those positions.

(e) Middle School Intramural Coordinator will be paid an annual stipend of five hundred twenty-five dollars ($525).

(f) Middle School Intramural Supervisor(s) will be paid twenty-six dollars ($26) per prior approved hour.

(g) The Association further agrees to encourage its members to volunteer for these duties in order to improve the educational climate.

(h) The Student Activity Treasurer will provide the Superintendent with a monthly report on the status of the accounts that could be shared with Board.

5. All coaches and advisors of Board approved extra-curricular and co-curricular activities shall maintain current certification in the operation and use of an Automated External Defibrillator (AED) and Cardio-Pulmonary Resuscitation (CPR). The District shall provide AED training for a minimum of two (2) times during the school year (July 1st to June 30th). Unit members that attend District sponsored training shall be paid twenty-five dollars ($25) an hour (pro-rata) for up to three (3) hours (or the minimum hours required by American Red Cross for such certification) for hours spent earning AED certification.

ARTICLE XVII - RETIREMENT BENEFIT

A. A teacher not participating in the District’s retirement incentive will be eligible for an early retirement award of three thousand dollars ($3,000) provided that the teacher will have completed at least twenty (20) years of actual service in the District at the time of retirement and will be retiring under the provisions of the New York State Retirement System. Teachers hired before September 1, 2003 are eligible for this benefit provided the teacher will have completed at least fifteen (15) years of actual service. A teacher who selects this retirement award shall notify the Superintendent in writing by the first day school is open in January of the year of retirement. This information will be kept confidential until the formal letter of resignation is submitted.

B. Each teacher who retires under the provisions of the New York State Retirement System shall be reimbursed at the effective date of retirement for unused sick leave at the rate of forty dollars ($40) per day for each unused sick day to the maximum available accumulated sick leave days which are available in that particular year of the contract. Said payment shall be received in cash.
or applied as a credit towards the cost of continued medical coverage through the District hospitalization plan after the date of retirement.

C. The unit member, at the time of his/her written notice to the Superintendent, shall be eligible for one of the following:

1. If the unit member CANNOT attest to having health insurance coverage from a source other than the District, the retirement award shall be placed in an escrow account for use of purchasing the District health insurance to cover the individual to the extent of the escrow account. If a unit member is eligible for this option, then the District will match the funds.

2. If the unit member CAN attest to having the health insurance coverage from a source other than the District, the retirement award will be paid without matching funds as a non-elective employer contribution to a 403(b) Governmental Plan, subject to the limitations of this plan.

If this benefit is not in accordance with Law or Regulation, and/or State or District auditors disapprove of this provision, the District will administer the benefit in accordance with such regulation, law or District auditors’ recommendation.

ARTICLE XVII-b - RETIREMENT INCENTIVE

A.

1) Any unit member who retires from the District and meets the stipulated eligibility requirements is eligible for either a cash incentive option or a medical insurance incentive option.

2) In order to be eligible for this benefit, a bargaining unit member must:

   a) Have worked in the District at least fifteen (15) years. (Unit members hired prior to September 1, 2003 must have at least ten (10) consecutive years of service to the District to benefit from this section), and

   b) Retire the same year he/she becomes eligible to retire under the rules and regulations of the NYSTRS without penalty, (and the employee may start to collect benefits) unless he/she voluntarily chooses to receive the benefit sooner.

3) The member must inform the Superintendent in writing of his/her intention to retire, no later than March 1st of the final year of service.

4) The member will have the option to be paid on the first payday following his/her retirement, or the teacher may receive half his/her terminal pay payment on July 1st of the year of retirement and the other half on January 2nd of the following year.

B. A teacher who retires in or before the first year in which he/she becomes eligible under the rules and regulations of the NYSTRS without penalty, unless he/she voluntarily chooses to receive the benefit sooner, shall be paid a lump sum of forty percent (40%) of the final year's salary for the year in which the teacher is retiring or in lieu of a lump sum payment the retiree may receive single coverage Point of Service (POS) or ninety percent (90%) single paid PPO coverage to a maximum
District contribution of seven thousand dollars ($7,000) for health insurance benefits as purchased by the District under this contract until Medicare eligible. All of the above qualifying language in Section A.1), 2), and 3) apply to this incentive. Additionally, this benefit shall be administered according to section D below.

C. A teacher who retires in the second or third year in which he/she becomes eligible under the rules and regulations of the NYSTRS without penalty, shall be paid a lump sum payment of twenty-five percent (25%) of the final year's salary for the year in which the teacher is retiring or in lieu of a lump sum payment the retiree may receive a half paid single coverage Point of Service (POS) or 45% single paid PPO health insurance benefit to a maximum of three thousand five hundred dollars ($3,500) as purchased by the District under this Agreement until Medicare eligible. All of the above qualifying language in Section A.1), 2), and 3) apply to this incentive. Additionally, this benefit shall be administered according to section D below.

D. If the unit member CANNOT attest to having health insurance coverage from a source other than the District, the unit member shall receive health insurance coverage as provided herein. If the unit member CAN attest to having the health insurance coverage from a source other than the District, the 25/40% lump sum salary retirement award will be paid as a non-elective employer contribution to a 403(b) Governmental Plan, subject to the limitations of this plan and in accordance with the terms herein.

If this benefit is not in accordance with Law or Regulation, and/or State or District auditors disapprove of this provision, the District will administer the benefit in accordance with such regulation, law or District auditors’ recommendation.

E. 1) A faculty member may choose additional coverage or an alternative available plan, provided they pay the difference in premium rate above the amount the District contributes for their single coverage. This refers to the basic plan, no riders.

ARTICLE XVIII - SUMMER EMPLOYMENT

1. When possible, potential summer school openings shall be posted by May 1st of each year. Applications for summer employment must be submitted by May 15th.

2. If there are no applicants for a summer teaching position by May 15th of each year from the members of the bargaining unit, then the District is free to hire teachers from outside of the District. Once notification is given to take a summer position, it is understood that that individual will fill the position.

3. Summer Training - Should the District request and the teacher accept, to attend a workshop, conference or in-service program during the summer, such teacher will be compensated at the rate of eighty-five dollars ($85) per day, pro-rata. Under this provision, no in-service credit will be granted.

A teacher who elects to attend a workshop, conference or in-service program during the summer, without the District requesting them to do so, shall not fall under this provision.
ARTICLE XIX – COPY MACHINES

There will be a minimum of three (3) high volume copy machines in the District. One (1) high volume copy machine will be placed in the high school, one (1) high volume copy machine will be placed in the middle school, and one (1) high volume copy machine will be placed in the elementary school.

ARTICLE XX - PUBLIC EMPLOYEES FAIR EMLOYMENT ACT

(Chapter 392 of the Laws of 1967)

204-a Agreement Between Employer and Employee Organizations:

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

NO STRIKE PLEDGE

It is agreed by and between the parties that the Association affirms that it does not assert the right to strike against any government, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such strike as long as such action is prohibited by law.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2011.

ASSOCIATION

BY

BOARD OF EDUCATION

BY

President

Superintendent

BY

President, Board of Education

OFFICIALLY ADOPTED BY THE BOARD OF EDUCATION ON: 10/02/06
APPENDIX A - DESIGNATION IN PAYROLL DEDUCTION AUTHORIZATION

(Please Print)

Last Name  First  Initial  Building

TO: Board of Education of the Wellsville Central School District

Pursuant to Chapter 392, Laws of 1967, I, ________, hereby designate the Wellsville Educators Association as my representative for the purpose of collective negotiations, and I hereby request and authorize the Wellsville Central School District, in accordance with the Arrangement agreed upon to deduct from my salary and to transmit to the Association the dues as certified. These deductions shall be continuous until such time as I cancel them in writing.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefore. This authority shall be continuous while employed in this school district or until withdrawn by written notice.

Teacher's Signature  Date

ASSOCIATION COPY

Annual membership dues for the Wellsville Educators Association shall be deducted in accordance with the arrangements agreed upon and transmitted to the Association in accordance with the Agreement.

Employee's Signature  Building

Address  Date
## APPENDIX B - SALARY SCHEDULE FOR CERTIFIED TEACHERS

<table>
<thead>
<tr>
<th>Step</th>
<th>2006-07</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$34,384</td>
<td>$35,516</td>
<td>$36,264</td>
<td>$37,751</td>
<td>$38,694</td>
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<td>2</td>
<td>$34,884</td>
<td>$36,366</td>
<td>$37,114</td>
<td>$38,601</td>
<td>$39,544</td>
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<tr>
<td>3</td>
<td>$35,405</td>
<td>$36,866</td>
<td>$38,002</td>
<td>$39,451</td>
<td>$40,435</td>
</tr>
<tr>
<td>4</td>
<td>$35,953</td>
<td>$37,387</td>
<td>$38,525</td>
<td>$40,339</td>
<td>$41,325</td>
</tr>
<tr>
<td>5</td>
<td>$36,500</td>
<td>$37,935</td>
<td>$39,069</td>
<td>$40,862</td>
<td>$42,255</td>
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<tr>
<td>6</td>
<td>$37,075</td>
<td>$38,482</td>
<td>$39,642</td>
<td>$41,406</td>
<td>$42,802</td>
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<tr>
<td>7</td>
<td>$37,649</td>
<td>$39,057</td>
<td>$40,214</td>
<td>$41,979</td>
<td>$43,373</td>
</tr>
<tr>
<td>8</td>
<td>$38,325</td>
<td>$39,631</td>
<td>$40,815</td>
<td>$42,551</td>
<td>$43,973</td>
</tr>
<tr>
<td>9</td>
<td>$39,030</td>
<td>$40,307</td>
<td>$41,414</td>
<td>$43,152</td>
<td>$44,572</td>
</tr>
<tr>
<td>10</td>
<td>$39,735</td>
<td>$41,012</td>
<td>$42,121</td>
<td>$43,751</td>
<td>$45,202</td>
</tr>
<tr>
<td>11</td>
<td>$40,439</td>
<td>$41,717</td>
<td>$42,858</td>
<td>$44,458</td>
<td>$45,829</td>
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<tr>
<td>12</td>
<td>$41,143</td>
<td>$42,421</td>
<td>$43,594</td>
<td>$45,195</td>
<td>$46,570</td>
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<tr>
<td>13</td>
<td>$41,850</td>
<td>$43,125</td>
<td>$44,330</td>
<td>$45,931</td>
<td>$47,342</td>
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<tr>
<td>14</td>
<td>$42,554</td>
<td>$43,832</td>
<td>$45,066</td>
<td>$46,667</td>
<td>$48,113</td>
</tr>
</tbody>
</table>

### 2006-07
Full-time off-schedule teachers will receive an increase in their 2005-06 base salary of 4.25%.

### 2007-08
Full-time off-schedule teachers will receive an increase in their 2006-07 base salary of $1,982.

### 2008-09
Full-time off-schedule teachers will receive an increase in their 2007-08 base salary of 4.5%.

### 2009-10
Full-time off-schedule teachers will receive an increase in their 2008-09 base salary of $2,337.

### 2010-11
Full-time off-schedule teachers will receive an increase in their 2009-10 base salary of 4.75%.

---

### A.
Graduate credit, Inservice credits, and Team credits earned and credited prior to July 1, 2006 (as provided herein) shall be paid as listed below for each hour of credit earned. Graduate credit and Inservice credit may be earned up to ninety (90) hours when successfully completed.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006-07</td>
<td>$50</td>
</tr>
<tr>
<td>2007-08</td>
<td>$51</td>
</tr>
<tr>
<td>2008-09</td>
<td>$52</td>
</tr>
<tr>
<td>2009-10</td>
<td>$53</td>
</tr>
<tr>
<td>2010-11</td>
<td>$53</td>
</tr>
</tbody>
</table>

### B.
A salary differential of seven hundred seventy-five dollars ($775) per teacher shall be granted for the first earned Master's Degree.
## APPENDIX C-1 - EXTRA AND CO-CURRICULAR POSITIONS

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>10th Grade Advisor</td>
<td>Assistant for Track</td>
<td>Audio Visual Club</td>
</tr>
<tr>
<td>9th Grade Advisor</td>
<td>Debate Club</td>
<td>Boys J.V. Basketball</td>
</tr>
<tr>
<td>Aviation Club</td>
<td>Elementary Science Club</td>
<td>Crowd Control</td>
</tr>
<tr>
<td>Elementary Student Senate</td>
<td>Fall Cheerleading</td>
<td>DECA</td>
</tr>
<tr>
<td>International Club</td>
<td>J.V. Baseball</td>
<td>FFA</td>
</tr>
<tr>
<td>Modified Baseball</td>
<td>J.V. Soccer (Boys)</td>
<td>Girls J.V. Basketball</td>
</tr>
<tr>
<td>Modified Basketball, Boys (2) 7th &amp; 8th</td>
<td>J.V. Soccer (Girls)</td>
<td>Golf</td>
</tr>
<tr>
<td>Modified Basketball, Girls (2) 7th &amp; 8th</td>
<td>J.V. Softball</td>
<td>JV Football</td>
</tr>
<tr>
<td>Modified Soccer, Boys</td>
<td>J.V. Volleyball (Boys)</td>
<td>Musical Director</td>
</tr>
<tr>
<td>Modified Soccer, Girls</td>
<td>J.V. Volleyball (Girls)</td>
<td>Student Council (HS)</td>
</tr>
<tr>
<td>Modified Softball</td>
<td>JUMP</td>
<td>Tennis (Boys &amp; Girls)</td>
</tr>
<tr>
<td>Modified Track (2)</td>
<td>JV Winter Cheerleading Advisor</td>
<td>Weight Training Coach</td>
</tr>
<tr>
<td>Modified Wrestling</td>
<td>JV Wrestling</td>
<td></td>
</tr>
<tr>
<td>Musical-Choreography</td>
<td>Key Club</td>
<td></td>
</tr>
<tr>
<td>Musical-Orchestra</td>
<td>Leo Club</td>
<td></td>
</tr>
<tr>
<td>Musical-Vocal Director</td>
<td>Musical &amp; Play Business Manager</td>
<td></td>
</tr>
<tr>
<td>National Honor Society</td>
<td>Musical &amp; Play Costumes</td>
<td></td>
</tr>
<tr>
<td>Odyssey of the Mind</td>
<td>Musical &amp; Play Properties</td>
<td></td>
</tr>
<tr>
<td>Odyssey of the Mind Coordinator</td>
<td>Musical &amp; Play Tech Director</td>
<td></td>
</tr>
<tr>
<td>Pep Band</td>
<td>Student Council (M.S.)</td>
<td></td>
</tr>
<tr>
<td>Readers Cafe</td>
<td>Winter Cheerleading</td>
<td></td>
</tr>
<tr>
<td>SADD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scholastic Challenge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Science Club - HS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ski Club</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swing Choir</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ushers' Club</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Winterguard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### D

<table>
<thead>
<tr>
<th>Competitive Marching Band</th>
<th>Boys Track</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior/Senior Class Advisor(s)</td>
<td>Girls Track</td>
</tr>
<tr>
<td>Marching Band</td>
<td>Student Activity Treasurer *</td>
</tr>
<tr>
<td>Owl</td>
<td>Swimming</td>
</tr>
<tr>
<td>Varsity Soccer (Boys)</td>
<td>Varsity Baseball</td>
</tr>
<tr>
<td>Varsity Soccer (Girls)</td>
<td>Varsity Basketball (Boys &amp; Girls)</td>
</tr>
<tr>
<td>Varsity Volleyball (Boys)</td>
<td>Varsity Football</td>
</tr>
<tr>
<td>Varsity Volleyball (Girls)</td>
<td>Varsity Softball</td>
</tr>
<tr>
<td>Winterguard</td>
<td>Wrestling</td>
</tr>
<tr>
<td></td>
<td>Yearbook</td>
</tr>
</tbody>
</table>

* Upon the Association's request, the District and Association agree to re-negotiate the Student Activities Account Stipend should additional significant accounts be added to the workload.
APPENDIX C-2 - EXTRA-CURRICULAR LEVELS

Understanding #1 - If the following extra-curricular activities are reinstituted in the future, they will be placed at the following levels:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chess Club</td>
<td>Level A</td>
</tr>
<tr>
<td>Cross Country</td>
<td>Level B</td>
</tr>
<tr>
<td>Senior Play</td>
<td>Level C</td>
</tr>
<tr>
<td>FBLA</td>
<td>Level B</td>
</tr>
</tbody>
</table>
### APPENDIX C-3 - EXTRA AND CO-CURRICULAR CLASSIFIED PAYMENT SCHEDULE

**July 1, 2006 – June 30, 2011**

<table>
<thead>
<tr>
<th></th>
<th>2006-07 (3%)</th>
<th>2007-08 (3.5%)</th>
<th>2008-09 (3.5%)</th>
<th>2009-10 (3.5%)</th>
<th>2010-11 (3.5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-3</td>
<td>1,129</td>
<td>1,169</td>
<td>1,210</td>
<td>1,252</td>
<td>1,296</td>
</tr>
<tr>
<td>4-6</td>
<td>1,162</td>
<td>1,203</td>
<td>1,245</td>
<td>1,289</td>
<td>1,334</td>
</tr>
<tr>
<td>7+</td>
<td>1,195</td>
<td>1,237</td>
<td>1,280</td>
<td>1,325</td>
<td>1,371</td>
</tr>
<tr>
<td><strong>B</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-3</td>
<td>1,577</td>
<td>1,632</td>
<td>1,689</td>
<td>1,748</td>
<td>1,809</td>
</tr>
<tr>
<td>4-6</td>
<td>1,641</td>
<td>1,698</td>
<td>1,757</td>
<td>1,818</td>
<td>1,882</td>
</tr>
<tr>
<td>7+</td>
<td>1,705</td>
<td>1,765</td>
<td>1,829</td>
<td>1,891</td>
<td>1,957</td>
</tr>
<tr>
<td><strong>C</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-3</td>
<td>2,083</td>
<td>2,156</td>
<td>2,231</td>
<td>2,309</td>
<td>2,390</td>
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<td>4-6</td>
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<td>2,472</td>
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<tr>
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<td>2,298</td>
<td>2,378</td>
<td>2,461</td>
<td>2,547</td>
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<tr>
<td><strong>D</strong></td>
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<td></td>
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<td></td>
<td></td>
</tr>
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<td>1-3</td>
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<td>2,619</td>
<td>2,711</td>
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<td>4-6</td>
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APPENDIX D - DIRECTORS AND DEPARTMENT HEADS PAYMENT SCHEDULE

2006-2011

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Other Positions

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APPENDIX E - SCHOOL CALENDAR

2006-2011 School Years

It is understood that the District will schedule a calendar of one hundred eighty-five (185) days. Two (2) of the one hundred eighty-five (185) days will be used as a staff development days and be added to four (4) Superintendent’s conference days for a total of six (6) full staff development days. Should all five (5) inclement weather days be used then there would be only four (4) staff development days in that school year. The inclement weather days will be used as follows if they are not used for inclement weather:

Day 181 - This day will be used as the sixth staff development day.

Day 182 - This day will be used as the fifth staff development day.

Day 183 - The elementary and middle school will use this day as one (1) less student attendance day during the last week of school.

Day 184 - The elementary and middle school will use this day as one (1) less student attendance day during the last week of school.

Day 185 - If no days are taken for inclement weather, this day will be used as an extension to Memorial Day Weekend.
APPENDIX F - TEACHERS ON SPECIAL ASSIGNMENT

The purpose of this memorandum is to clarify the status of the Teachers on Special Assignment. The Agreed to stipulations for the Teachers on Special Assignment are as follows:

1. The Teacher on Special Assignment will have the right to return to his/her position and classroom area at the end of their special assignment.

2. The Teacher on Special Assignment will return to the same teaching assignments that were held prior to the special assignment.

3. The Teacher on Special Assignment will work a minimum of five (5) extra hours per week. These hours are above and beyond the regular teacher workday. Also, there will be an opportunity to work a minimum of five (5) extra days during the winter or spring recess and a minimum of ten (10) extra days during the summer months. The additional compensation will be based on the hourly rate negotiated with the WEA.

4. The Teacher on Special Assignment may continue with their other assigned duties. (Examples: coaching, technology coordinators, club advisors, etc.)

5. The Teacher on Special Assignment will not be used as a substitute.

6. The Teacher on Special Assignment will retain all of the rights under their teachers' contract.

7. The District and the Teacher on Special Assignment will discuss any working conditions not specifically addressed in items 1-6 above as they should arise.
<table>
<thead>
<tr>
<th><strong>INDEX</strong></th>
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