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CONTRACT BETWEEN

SUPERINTENDENT OF THE WYOMING CENTRAL  
SCHOOL DISTRICT

AND

WYOMING TEACHERS' ASSOCIATION

July 1, 2006 through June 30, 2010

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Board of Education Ratified March 8, 2007  
Wyoming Teachers Association Ratified February 21, 2007

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## AGREEMENT

AGREEMENT, made this March 8, 2007 by and between the SUPERINTENDENT OF THE WYOMING CENTRAL SCHOOL DISTRICT, Wyoming, New York, hereinafter referred to as the DISTRICT, and the WYOMING TEACHERS' ASSOCIATION hereinafter referred to as the ASSOCIATION.

WHEREAS, the Board of Education of the Wyoming Central School District has duly adopted a resolution, dated March 26, 1968, recognizing the Association as the exclusive representative of the professional teaching personnel employed by the District, and

WHEREAS, the District and the Association have subsequently agreed that the Association shall be further recognized as the exclusive representative of Teaching Assistants and Nurses employed by the District, effective July 1, 2006, and

WHEREAS, the District and the Association have met for the purpose of negotiating a written agreement with respect to the terms and conditions of employment of the employees represented by the Association; and

WHEREAS, the District and the Association have agreed to such terms and conditions and wish to reduce such agreement to writing; and

WHEREAS, such negotiation has been conducted to and in the terms of reference provided by Article 14 of the Civil Service Law,

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

**I. HEALTH INSURANCE**

- A. The District shall offer the Genesee Area Healthcare Plan (the “GAHP”), including the GAHP prescription drug rider. The District and the Association understand that the specific health insurance benefits provided by the GAHP, including co-payments, covered services, prescription drug coverages and any other particulars, may be modified from time to time.**
- B. Teaching Assistants and nurses shall contribute 20% toward the cost of the GAHP premium and GAHP prescription drug rider.**

**Teachers hired after September 1, 2006 will also pay 20%, but only from their date of hire until their effective tenure date.**

**Tenured teachers and teachers hired on or before September 1, 2006 shall contribute to the premium and drug rider costs as follows:**

- 2006-2007 – 11%**
- 2007-2008 – 12%**
- 2008-2009 – 13%**
- 2009-2010 – 14%**

**The District’s contribution for part time unit members hired after September 1, 2006 shall be pro rated. For example, the District’s contribution to a half time unit member’s premium and prescription drug rider expenses (if tenured and hired after September 1, 2006) would be 43% in 2009-2010.**

- C. Employees may, subject to the rules of the GAHP, add any other rider offered by the GAHP at the employee’s sole expense.**
- D. New unit members shall submit to the Superintendent, within thirty (30) days of employment, a declaration of intention to apply for health insurance coverage.**
- E. Health insurance coverage shall be paid by the District for the period including July and August to the same extent that coverage is paid for the balance of the year.**
- F. Where two unit members are married to each other, they may either use one family policy or two single policies at their election, subject to the rules of the GAHP.**
- G. In lieu of coverage – a unit member who declines insurance coverage will receive a lump sum payment of \$800 (family), and \$400 (single) in the last pay check of each school year. The employee declination will extend for twelve (12) months. If an individual needs to resume coverage prior to the conclusion of the twelve (12) month declination period, the in lieu of sum will be prorated.**

- H. The District may, during the life of the Agreement, substitute equivalent health insurance to the coverage provided in A above. Equivalency shall mean that there shall be no loss of coverage in any of the major categorical classifications such as anesthesia, obstetrical care, skilled nursing, diagnostics and prescription drug coverage. Prior to such substitution, the District will notify the Association of its intent to change the coverage and will consult with representatives of the Association regarding equivalency. Any change in coverage will remain in effect until a subsequent change in coverage is negotiated or determined pursuant to this paragraph (I(H)).

## II. SHORT TERM LEAVES

### A. Annual Paid Leave

1. Each unit member may take sixteen (16) days of paid leave per year, accumulative to the total of 250 days for teachers and 175 days for teaching assistants and nurses.
2. Leave Notification
  - a. Sick Leave - A unit member shall notify the Superintendent or his designee of his or her need to use such leave as soon as practicable and shall specify the category of the leave upon return by completing a Leave of Absence Report.
  - b. Personal Leave - Notification for personal leave must be made at least five (5) working days in advance. Personal leave may not be used to extend any vacation or holiday period. In the event of extenuating circumstances upon his/her discretion, the Superintendent or his designee may waive the above conditions for personal leave.
3. Leave time may be used as follows: thirteen (13) days for personal, family illness or disability, bereavement, medical appointments that cannot be scheduled at any other time than during the school hours; and three (3) days for personal business, including household emergencies, but personal business shall not be used for vacation purposes. It is understood that the concept of personal day only covers the doing of things that a unit member cannot do just as readily on his or her own time

Additional days of absence, when requested, will be considered by the Superintendent. If approved, they will be deducted from the individual's Sick Leave time.

4. The president and/or delegates of the Association may take up to two days of paid leave per year for Association business (not to exceed two days total per year). These days will not be deducted from the sixteen (16) days of paid leave allotted for the year and these two (2) days will not be accumulative.
5. Unit members will give as much advance notice of the need for leave time as possible. The District recognizes that the need for sick leave occasionally arises on short notice.
6. No unit member shall be absent from duty the day before or after a holiday or vacation except for illness. Any unusual circumstances that may arise will be left to the discretion of the Superintendent.
7. If a unit member must be absent for part of a school day, the unit member must use one of the types of leave available, unless otherwise permitted at the discretion of the Superintendent.

**B. Sick Leave Bank**

1. Purpose – The purpose of the sick leave bank is to provide for unit members who suffer from a long term illness or injury that prevents the unit member from performing his/her normal duties.
2. Eligibility –Eligibility will be limited to those unit members who have contributed two (2) or more sick days to the sick leave bank.
3. Funding the sick leave bank – Each new unit member must contribute two (2) sick days to the sick leave bank at the time of hire. The District will contribute a matching number of days for each unit member who contributes.
4. If the Bank falls below 30 days, the Association and the District agree to open a 30 day window period for voluntary contributions from its membership. The District will match up to five (5) of these voluntarily contributed days per employee per year.
5. If after the voluntary contribution period, the sick bank is still below thirty (30) days, each participating unit member will be required to contribute one (1) day to the bank. The District will contribute a matching number of days contributed by each participating unit member.
6. Sick leave bank committee – The sick leave bank will be managed by a committee of four members composed of two (2) designees

appointed by the Association and two (2) District designees. The committee will consider all requests for the use of sick bank days.

7. **Withdrawal of days – Participating members shall be eligible to withdraw up to forty-five (45) days per illness or injury, retroactive to the first day following exhaustion of sick leave accumulation, provided the following conditions are met:**
  - a. **The participant has been absent for thirty (30) consecutive work days. Non-consecutive absences for treatment of a major illness may be applied to the aforementioned thirty (30) day period of absence, and**
  - b. **The participant has exhausted all accumulated sick leave or has 15 years of service in the district and has used 60 days of their accumulated sick leave, and**
  - c. **The participant’s physician has provided the sick leave bank with a statement describing the illness/injury and the prognosis for recovery.**

**C. Civil Service**

**1. Jury Duty**

- a. **No deduction from pay or benefits will be made as a result of a unit member being absent for jury duty. A unit member must provide a copy of the jury summons and a proof of service certificate for each day of jury duty.**

**2. Court Subpoena**

- a. **No deduction from pay or benefits will be made if the unit member must be absent in order to respond to a court subpoena in a matter in which the unit member is not the defendant.**
- b. **No deduction from pay or benefits will be made if the unit member must be absent in order to respond to a court subpoena in a matter which is school related.**
- c. **Any fees received for testifying shall be given to the District.**

3. **No deduction from pay or benefits will be made if the unit member is absent to appear as a witness in a grievance arbitration hearing**



pursuant to this Agreement.

**D. Worker's Compensation**

1. No unit member shall suffer any loss of salary or benefits nor shall there be any deduction from the member's short term leave allowance, up to a maximum of 100 work days, due to injury suffered on school premises or in the performance of the member's duty and covered by Worker's Compensation subject to certification by a duly qualified physician as to the duration of such disability.
2. In such circumstances, the District shall continue to provide such unit member with regular pay and benefits for the period involved.
3. The unit member shall assign to the District any salary allowance paid under Worker's Compensation.
4. Time also shall be granted the unit member for Worker's Compensation hearings related to the incident.

**E. Unpaid Health Leave**

1. If a unit member exhausts all paid accumulative leave as a result of an extended personal illness or injury and remains under a physician's care, upon request to the Board from such unit member, the District shall grant an unpaid health leave to the unit member for a period not to exceed three (3) calendar school months.
2. In its discretion, the District may increase the length of the unpaid health leave to any unit member to whom an unpaid health leave has been granted.
3. The District will continue to pay health insurance premiums for a unit member who is on an authorized unpaid health leave for a period not to exceed three (3) months.
4. All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

- F. Each unit member will, upon personal request, be given a record of that unit member's annual leave allotment.**

- G. Whenever a unit member is on an unpaid leave of absence for any reason, the unit member shall not be entitled to use his or her annual paid leave nor shall the District pay health insurance premiums for the duration of the unpaid leave, except as provided in paragraph E(3) above. A unit member who is on an unpaid leave may continue his or her health insurance coverage by paying the premiums therefore after making arrangements to do so with the Superintendent in advance.
- H. Upon written request from the Superintendent, a physician's certificate stating a unit member is physically able to return to work following a long term leave must accompany said unit member upon the first day of return. The District may at any time during the leave or upon return, require that a unit member undergo a physical or mental examination by a medical officer appointed by the Board for such examination at the District's expense. The results of said exam shall be the property of the school district.
- I. A Leave of Absence may be granted without pay, for a unit member, for a period not to exceed one year. A request will be made to the Board of Education at least three months, except in extenuating circumstances, prior to the start of said leave. The Board of Education will make the final determination.

### **III. CHILD BEARING AND CHILD REARING LEAVE**

- A. In addition to any leave benefits to which a unit member may be eligible under Article II for sickness or physical disability connected with pregnancy, a leave of absence without pay for child bearing or child rearing may be granted for a period not to exceed one (1) year. The one (1) year period shall begin the work day after the unit member has commenced leave and shall not extend beyond a ten (10) week marking period so as to cause a return at a time other than at the beginning of a quarter.
- B. No unit member who has been granted such a leave shall accept any other position during the term of the leave or the services of the unit member may be terminated by the District.
- C. Leave for child bearing or child rearing purposes shall be available only during the unit member's pregnancy or during the period immediately following the birth to or adoption by a unit member of a child.
- D. A written request for unpaid child bearing or child rearing leave shall be submitted to the Superintendent as soon is reasonable under all of the circumstances but in no case later than four (4) months prior to the

anticipated commencement of the leave in order to afford the District the greatest opportunity to retain a qualified substitute unit member. The written request for leave shall include the following:

1. A doctor's certification of anticipated date of delivery;
  2. The date the unit member requests the unpaid leave to commence;
  3. The date the unit member is scheduled to return to active duty consistent with Item A of this provision, except in circumstances where there is a mutual agreement between the Superintendent and the unit member.
- E. The unit member may return to active duty on the date requested by the unit member and approved by the Board of Education if the attending physician certifies that the unit member is physically able to return to work.
- F. During the period of pregnancy, the Superintendent may require a monthly confirmation from a pregnant unit member's physician that she is still able to carry on the employment duties but a unit member shall not be required to commence a leave of absence before required to do so by physical disability.
- G. If a unit member commences an unpaid child rearing leave prior to the time the unit member becomes physically disabled, that unit member shall not be entitled to any paid leave pursuant to Article II above.
- H. A unit member returning from a child rearing leave shall be reinstated to a position in the tenure area he or she held prior to the leave.
- I. It is understood that under extraordinary circumstances, a leave may be granted immediately with the Superintendent's approval. It is further understood that the leave may be terminated earlier than the specified return date under extraordinary circumstances at a date upon which the Superintendent and the unit member mutually agree and upon final approval of the Board of Education. Neither of the above actions will create a precedent for any other case.

#### IV. SABBATICAL LEAVE (Available to teachers only)

- A. Tenured teachers who have served at least seven (7) years in the Wyoming Central School District may, upon recommendation of the Superintendent and with the approval of the Board of Education, be granted a sabbatical leave of absence, for purposes of study, upon the following conditions:

1. The applicant must file with the Superintendent a statement of the definite purpose for which such sabbatical leave of absence is desired. This statement must include the name of the institution at which the individual hopes to pursue. The proposed course must meet with the approval of the Board.
2. The applicant must show the proposed sabbatical leave will increase the teacher's value as a teacher to the School District.
3. An applicant for a sabbatical leave of absence must file with the Board of Education a written agreement to remain in the service of the Wyoming Central School District for three (3) years after the expiration of the leave, or, in the case of resignation, within three (3) years, to refund to the District such proportion of the salary paid during the sabbatical leave of absence as the unexpired portion of three (3) years shall bear to such period.
4. A sabbatical leave of absence shall not be granted for less than one full semester, nor more than one full year. Teachers taking such leave of absence shall not be eligible for another such sabbatical leave until seven (7) years have expired after return from the leave.
5. Teachers on sabbatical leave will receive one-half of their current salary for a full year, or full pay for one-half year of leave.
6. Regular annual salary increases shall be given to a teacher on sabbatical leave, just as if he or she had continued in the regular service of the Wyoming Central School District. In addition, a faculty member on sabbatical leave of absence shall continue to receive any fringe benefits which he or she would have received had he or she been teaching during the time of his or her leave of absence.
7. Upon returning from sabbatical leave of absence, the teacher who has been on leave will be placed in the same position that was held prior to the commencement of the leave.
8. Applications for a sabbatical leave of absence shall be submitted to the Board of Education no later than ninety (90) days prior to the first day of work from which the unit member would be absent if the sabbatical request is granted. The Board shall take final action on any applications for sabbatical leave time and shall render its decision in writing to the teacher.

## V. RETIREMENT FOR TEACHERS

### A. Eligibility

A teacher who retires under the New York State Teachers' Retirement System and after fifteen (15) or more years of service in the Wyoming Central School District will be entitled to the benefits defined below. Part-time teachers who meet the above eligibility requirements will receive those benefits pro-rated based upon their highest three year FTE average.

### B. Notification Procedures

Teachers intending to retire must submit a letter of resignation for purposes of retirement to the Superintendent six (6) months in advance of their retirement date. The retiring teacher will be entitled to the benefits specified below in that period of time after the formal letter of resignation for retirement purposes has been accepted by the Board of Education. The Superintendent at his/her discretion may waive the notification process due to extenuating circumstances involving personal hardship.

### C. Retirement Benefits for teachers hired before September 2, 2006

1. Any eligible teacher may convert accumulated sick leave into monthly paid health insurance premiums at a rate of one day to one month until the time the individual is eligible to receive Medicare coverage.
2. Any eligible teacher will receive a lump sum payment in the amount of \$75 per day for each accumulated unused sick leave day not converted to health insurance coverage pursuant to C(1) at the time of retirement, but not to exceed the accumulative total of 250 days.
3. The retiree shall receive health benefits, either family or single coverage as stated in the letter of resignation. The district will pay the corresponding rate of the intended coverage as of the date of retirement.

D. Retirement Benefit for teachers hired on or after September 2, 2006: \$105 per accumulated sick day.

## VI. RETIREMENT FOR TEACHER ASSISTANTS AND NURSES

- A. Teacher Assistants and Nurses who retire with twenty (20) years or more of Service in the Wyoming Central School District will have accumulated and

unused sick/personal days upto 175 days converted to a dollar value, using the employee's rate of pay at retirement, which shall be deposited into the employee's TSA/403(b) account as an employer contribution.

- B. In order to be eligible for the above retirement benefit, the Teacher Assistant or Nurse intending to retire must submit to the Superintendent a letter of resignation for retirement purposes at least five (5) months in advance of the intended date of retirement. This letter is irrevocable. The Superintendent at his/her discretion may waive the notification process due to extenuating circumstances involving personal hardship. This decision is non-grievable.
- C. Teacher Assistants and Nurses that are participating in the district's hospitalization plan prior to retirement may continue coverage in the district's plan, at their own expense, after retirement subject to plan eligibility.

## VII. PROFESSIONAL GROWTH

- A. All professional employees shall be provided opportunities for the development of increased competence beyond that they may attain through the performance of their assigned duties.
- B. Members of the staff are encouraged to continue their formal education.
- C. Increases in salary for stated extra hours of credit over and above the Bachelor's Degree shall be allowed, for teachers only, with the accumulation of 9 hours, 18 hours, and 27 hours, the Masters Degree, and then as earned up to a maximum of 60 hours.
- D. Teachers earning a Master's Degree will be paid an additional amount as provided for in Article XII, Section C.
- E. Unit members may be allowed to be absent from their duty to attend conferences and to visit educational institutions and schools for the purpose of improving their professional abilities, with the permission of and at the discretion of the Superintendent who must grant approval in advance. Time spent attending approved conferences and schools will not be charged to personal leave time. Expenses for attending conferences or visiting other educational institutions and schools for which a teacher will seek reimbursement must be specifically approved by the Board before attendance at these conferences or educational institutions or schools.
- F. In-service training credit will be determined at the discretion of the Superintendent. In-service training credit will only be awarded to teachers, for training which is pre-approved by the Superintendent in writing. Credit will be awarded in blocks of twenty clock hours.

G. Teachers holding “professional certificates in the classroom teaching service” are responsible for proactively pursuing and documenting the 175 clock hours of acceptable professional development required each five years. Teaching Assistants holding a “level III teaching assistant certificate” are responsible for proactively pursuing and documenting the 75 clock hours of acceptable professional development required each five years. This provision does not add to, delete from or otherwise alter the professional development requirements applicable to teachers and teaching assistants, as may be amended from time to time by law.

I. Directed Projects (Not required of teaching assistants and nurses)

1. Each teacher will submit to the Superintendent before December of each year, a proposed “directed project” designed to promote personal professional growth and to assist the district in meeting its academic goals and standards for students.
2. If the teacher does not submit a proposed directed project as required in paragraph one, then the Superintendent may assign a directed project to that teacher.
3. The directed project must relate to the teacher’s tenure area or, by mutual consent, assist the teacher and/or district in other ways.
4. Directed projects may involve curriculum work, committee membership work or student activities.
5. If the Superintendent contests the adequacy or appropriateness of a proposed directed project, or if a teacher contests the adequacy or appropriateness of an assigned one, then the Superintendent, the affected teacher and a representative of the Association will attempt to resolve the issue. Good faith bargaining requirements shall apply and impasse processes shall be available.
6. Successful completion of the project will be determined during the end of the year interview.

VIII. WORK LOAD

- A. The work year for all unit members will consist of 185 days per year.
- B. The teacher work day shall be seven hours and ten minutes. The teaching assistant work day is seven hours. The nurse work day is seven and a half hours. All unit members shall be at his or her assigned place each school day at the time set by the Superintendent.

- C. If a unit member wishes to leave during the work day, permission must be granted by the Superintendent or his designee.
- D. Unit members are to sign in and out when coming and going.
- E. Unit members will be free to leave the building on the last teaching day of the week and on emergency closing days immediately after all buses and students have departed.
- F. Each teacher is entitled to a minimum of thirty (30) minute duty-free lunch period which does not have to be spent in the school cafeteria. Each elementary teacher is required, however, to return to the lunchroom at the end of the lunch period to pick up his or her students and to return with them to their appointed classrooms.
- G. Elementary teachers, to include special area teachers, will be provided at least one (1) uninterrupted forty(40)-minute period within the regular work day for planning and preparation.
- H. Middle school teachers will be provided, within the regular workday, an uninterrupted amount of time equivalent to at least one instructional period for the purpose of planning and preparation.
- I. Teaching Assistants will receive 40 minutes of planning time per day.

#### **IX. JOB SECURITY**

- A. If a position is abolished, or temporarily discontinued, the faculty member with the least service within the tenure area of that position shall be the faculty member who is discontinued. Any faculty member who is dismissed because a position has been eliminated, or temporarily discontinued will be given first consideration for any other available position in the Wyoming Central School District for which that faculty member is certified. A faculty member who is transferred to a new position within the system shall receive the same salary he or she would have received prior to the transfer.
- B. In the event of a merger of Wyoming Central School with another school system or systems, any faculty members employed by the Wyoming Central School District at the time of the merger will carry into the consolidated district the same tenure rights as he or she had in the Wyoming Central School District. Education law will control in the event this article is inconsistent with that Law.



## **X. FAIR DISMISSAL**

- A. As provided in Education Law Section 3031, in the event the Superintendent intends to recommend to the Board of Education the dismissal of a probationary teacher, the Superintendent will notify the teacher of his intention at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered. The teacher is to be told of the intended recommendation and the date of the Board meeting at which it is to be considered.**
- B. A teacher who has received a notice of intention pursuant to paragraph A above, may, not later than twenty-one (21) days prior to such meeting, request in writing that he or she be furnished with a written statement giving the reasons for such recommendation and within seven (7) days thereafter, such written statement shall be furnished to him or her.**
- C. Such a teacher may file a written response to the statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting.**
- D. This article shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of the Board of Education with respect to the discontinuance of services of teachers or appointments on tenure of teachers, and shall not be construed as making the decision of the Board of Education subject to the grievance procedure herein.**

## **XI. GRIEVANCE PROCEDURE**

**Any unit member or group of unit members of the Association may initiate a grievance. The Superintendent can be an aggrieved party in matters relating to the Association.**

- A. Definitions.**
  - 1. Grievance. A grievance is a dispute or controversy arising out of the application or interpretation of this Agreement.**
  - 2. Hearing Officer. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of the procedure hereunder.**
  - 3. Party in interest. Party in interest shall mean any party named in a grievance who is not the aggrieved party.**
- B. General Procedure**

1. Each written grievance shall include the name and position of the aggrieved party, the specific article and section of this Agreement involved in the grievance, the time and place where the events or conditions constituting the alleged grievance existed, the identity of the party allegedly responsible for causing the existence of the said events or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party. Standard forms for the presentation of grievances shall be available in the Superintendent's office.
2. The existence of the grievance procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided.
3. Every effort will be made to avoid involvement of students in any phase of the grievance procedure.
4. Any records dealing with the alleged grievances shall be filed separately from the personnel file of the aggrieved party and shall be made available only to parties directly involved or their authorized representatives.
5. At all stages of the procedure hereunder, the aggrieved party shall have the right to proceed either alone or with a representative of his or her choosing. If the aggrieved party is a unit member who does not choose to have a representative of the Association represent him or her, the Association shall nevertheless be given a copy of any written decisions at all stages hereunder and in addition, the Association shall have the right to be present regardless of the aggrieved unit member's desires at all stages hereunder except the informal stage.

**C. Time Limits**

1. No alleged grievance shall be entertained and any alleged grievances will be deemed waived unless presented at the first available stage within twenty (20) working days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based, except any grievance which arises during the month of June or during the school summer recess shall be presented at the first available stage within thirty (30) calendar days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.
2. If any aggrieved party fails to appeal an unsatisfactory disposition

of his or her alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeals shall be barred.

3. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
4. The time limits provided may be extended by mutual agreement, in writing between the parties to the grievance.

**D. Stage One: Informal Stage**

1. A unit member having an alleged grievance shall discuss it with the Superintendent with the objective of resolving the matter informally. The Superintendent will notify the aggrieved party of his/her decision within five (5) working days.
2. If the aggrieved party is the Superintendent, he/she shall within five (5) working days after the alleged grievance occurred reduce the grievance to writing on the approved form and present it to the President of the Wyoming Teachers' Association, except any grievance which arises during the month of June or during the summer recess, the Association shall render a decision thereon, in writing, and present that answer to the Superintendent within five (5) calendar days after the grievance was presented to the Association.

**E. Stage Two: Board of Education**

1. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Board of Education within five (5) school days after receiving the Superintendent's response from Stage 1.
2. The Board shall consider the grievance at the regularly scheduled Board meeting following presentation of the grievance to the Board. Within ten (10) days of that meeting the Board shall send a written answer to the grievance to the aggrieved party and all parties in interest. The Association will have the right to present its views at the Board meeting in executive session, if it chooses to do so.

**F. Stage Three: Arbitration**

1. If the aggrieved party is the Superintendent, he or she may within five (5) school days after receipt of the Stage Two answer present the Association President with notice that the grievance will be submitted to binding arbitration. If the aggrieved party is a unit member, and if the Association Grievance Committee endorses the position asserted in the grievance, then a representative of the Association Grievance Committee may within five (5) school days after receipt of the Stage Two answer present the Superintendent with notice that the grievance will be submitted to binding arbitration. Regardless of whether the aggrieved party is the Superintendent or a unit member, if the Stage Two answer is received during the month of June or during summer recess, the arbitration notice shall be given ten (10) calendar days after receipt of the written decision.
2. Within five (5) school days after the receipt of the request for arbitration, the grievance shall be submitted to the American Arbitration Association for resolution according to the Rules and Procedures of the American Arbitration Association within five (5) calendar days after receipt of the request for arbitration.
3. The parties shall require that the arbitrator's decision be in writing and that the arbitrator set forth the arbitrator's findings of fact, reasoning and conclusions on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
5. The decision of the arbitrator shall be final and binding upon all parties.
7. The costs for the services of the arbitrator will be borne equally by the District and the Association.

## **XII. PAYROLL MATTERS**

- A. When individually and voluntarily authorized by a unit member or as required by law, the District will deduct the dues for the Association from such unit member's pay check in eighteen consecutive pay deductions, commencing the first pay period in October. Such dues collected shall be transmitted to the Association on a monthly basis.
- B. Payroll deductions shall be granted to any member of the Association who

wishes to participate in a Tax Sheltered Annuity Plan and/or any other plan that participates with the district's approval.

- C. The last pay check scheduled for distribution in June will be distributed to unit members who have completed all of their obligations to the District to date.
- D. Each unit member's annual salary will be distributed over a ten (10) month period, payable in twenty-one (21) equal installments beginning with the second Friday of the school year and follow the payroll period schedule set by the district thereafter until the last day of the regular school year.
- E. At the option of the unit member, the annual salary will be distributed over a ten (10) month period, payable in twenty-six (26) equal installments beginning with the second Friday of the school year and follow the payroll period schedule set by the district thereafter until the last day of the regular school year. Those installments which have not been paid by the last pay day of the regular school year will be paid on that day in full in one check, subject to paragraph C above. A staff member who wishes to elect this option must notify the District in writing during the first week of school in September.
- F. The payroll dates for the school year shall be distributed to staff members during the first week of school.
- G. The Association will hold the District harmless for any liability arising from payroll deductions set forth in paragraphs A. and B. of this Article.

**XIII. COMPENSATION (This article does not apply to teaching assistants and nurses, except for subparagraph "A" and subparagraph "E.")**

- A. Salary schedules are set for in Appendix A. Beginning with the 2006-2007 school year, teaching assistants and nurses will be placed on the salary schedule. Teaching assistants holding a bachelor's degree will receive 60% of the salary shown for their step level; Teaching Assistants holding an associate's degree will receive 55% of the salary shown for their step level; and Teaching Assistants holding neither degree will receive 50% of the of the salary shown for their step level. Nurses will receive 80% of the salary shown for their step level. All new unit members will be placed on the step determined to be appropriate by the Superintendent and Board, at their sole discretion.

Movement from 50 to 55% of the salary shown for their step level would take place in September following granting of an Associate's Degree. Movement from 55 to 60% of the salary shown for their step level would

take place in September following granting of a Bachelor's Degree.

For 2006-2007, Teaching assistants and the nurse will receive a 3.3% increase over their 2005-2006 hourly wage rounded up to the next highest step.

- B. Graduate Hours – Teacher compensation for approved graduate hours will be at the rate of \$35 per hour.
- C. Teacher compensation for having earned a Master's Degree is \$425.
- D. Teacher compensation for approved in-service credit taken beyond normal working hours and with prior approval of the Superintendent, will be at the rate of \$30 for 20 clock hours for a period of five years.
- E. Part-time unit members, employed after July 1, 1982, will receive a salary commensurate with the hours worked and the experience level they are placed on. More specifically, such employees will be afforded sick and personal leave benefits available to full time employees pro-rated according to the amount of time worked.
- F. For placement on the proper schedule or to receive credit for additional approved units earned, transcripts of approved study must be in the hands of the Superintendent for consideration on or before November 1st for credit as of September 1st and on or before April 1st for credit as of February 1st. Transcripts received after these dates will be held over to the following semester.

This same time frame will also apply for payment of in-service credit.

- G. Teacher compensation for longevity shall be as follows: Step 15, 16, 17 - \$750; Step 18 and 19 - \$1250; Step 20 and OS - \$1500. This compensation will be annual but not part of the base salary. Longevity amounts are not cumulative.

#### XIV. CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

Co-curricular appointments are made annually. The number of persons appointed to each co-curricular position, if any, and the applicant(s) chosen for the positions, are determined at the sole discretion of the district. Teachers shall be given a preference for co-curricular assignments. Teaching assistants and nurses shall be eligible for co-curricular assignments if no qualified teacher applies.

##### A. Level I

The compensation shall be \$1,000 for:

Student Council Advisor (1)  
Dramatics Advisor (1)  
Music Advisor (1)  
School-To-Work Liaison (1)  
Technology Coordinator (2)

**Level II**

The compensation shall be \$400 for:

Jr. National Honor Society  
Yearbook  
Language Club  
Press Club/School Newspaper  
8th Grade Advisor (If filled, work to be shared by two unit members with \$400 compensation paid to both of them.)  
Computer Club  
Wyoming County Fair Coordinator  
Students Assistance Team Members (# at District discretion.)

**Level III**

The compensation shall be \$300 for:

Science Environmental Club  
Academic Challenge Bowl  
Art Club  
6th Grade Advisor  
7th Grade Advisor  
Project Intervention Chair  
Page Turners  
Library Club  
Math Competition  
Teacher Mentor  
C.D.E.P. (4)  
S.D.M. (2)  
Bully Buster Advisor(s)  
Eckerd Drug Quiz Advisor (4)  
USA Kids Advisor(s)

**Level IV**

Chaperones (per hour)	\$15
Detention Monitor	\$25/session
Home Tutoring (teachers only)	\$30/hr.
After School Study Club	\$30/hr.
Grant Writing-Consolidated Grant Application	\$30/hr.

Curriculum Writing (Pre-approved, outside working hours,  
available only to teachers) \$30/hr.

- B. Compensation for service as a chaperone shall be paid as soon as possible after the individual has completed the chaperone duties and filled out the appropriate paper work.
- C. Any unit member wishing to sponsor an activity not listed in paragraph A above shall submit a request to the Superintendent in writing. This request shall set forth the purpose, goal and amount of student interest in the proposed activity. If the Superintendent approves the request, he shall communicate his approval to the Board and refer the matter to the Board for their approval which shall be necessary before the activity becomes an official co-curricular activity of the Wyoming Central School District. Compensation for an approved activity is to be determined by the Superintendent and the Wyoming Teachers' Association through negotiations.
- D. Those faculty members who serve as class or club advisors shall be responsible for the proper use and maintenance of all cafeteria equipment when the cafeteria and its equipment is used by students involved in the class or club activity for which the faculty member is responsible. It shall be the responsibility of the faculty advisor to be sure the cafeteria and its equipment is left in a clean and orderly condition, ready for use by the regular staff, after any class or club activity involving the use of the cafeteria or its equipment.
- E. Co-curricular activities advisors must remain at school until all students under their responsibility are off school property.

**XV. INTERSCHOLASTIC COACHES' AND ATHLETIC DIRECTOR'S SALARY SCHEDULE**

Coaching appointments are made annually. The number of persons appointed to each coaching position, if any, and the applicant(s) chosen for the positions, are determined at the sole discretion of the district. Teachers shall be given a preference for coaching assignments. Teaching assistants and nurses shall be eligible for coaching assignments if no qualified teacher applies.

- A. The compensation per sport shall be: \$1,000.  
  
The compensation per year for the Athletic Director shall be: \$1,000.
- B. Coaching Responsibilities
  - 1. Coaches are responsible for all the duties and responsibilities



normally associated with such position, together with the standards of performance of the Wyoming Central School District.

2. In addition to item one (1) above, coaches will also assure that:
  - a. Students under their guidance are continually supervised and monitored including but not limited to remaining at the school after practice sessions and/or games until all the players are off school property.
  - b. If practice sessions or games are held on days other than regular school days, the coach shall be responsible for insuring that all outside doors to the school building are kept locked.

Coaches shall be responsible for keeping the equipment room picked up and the equipment properly taken care of. They shall also be responsible for insuring that the shower areas are left in an orderly manner after use by the team. It is not the responsibility of the coach to clean the locker room.

- C. The District may add new coaching positions or eliminate existing ones. The current list of coaching positions follows:

Modified Soccer (Boys and Girls)  
Modified Basketball  
Boys 7<sup>th</sup> grade  
Boys 8<sup>th</sup> grade  
Girls 7<sup>th</sup> grade  
Girls 8<sup>th</sup> grade  
Modified Baseball  
Modified Softball

## XVI. ASSOCIATION RIGHTS

- A. Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in joint District Association conferences or meetings, they shall suffer no loss of pay and there shall be no cost to the Association.

## XVII. EVALUATION PROCEDURE (Paragraphs "A" through "F" do not apply to teaching assistants and nurses.)

- A. All formal teacher observations of the work performance of a teacher for the purpose of evaluation shall continue to be conducted openly. These observations may be announced or unannounced, and are to be made by the administrative staff. No formal evaluations will be made after May 31st.

- B. Probationary teachers shall receive three (3) classroom observations per year. The first classroom observation of a first year probationary teacher shall be conducted during the first four (4) to six (6) weeks of the teacher's employment in the District. It shall be the responsibility of the administration to assist teachers new to the staff in their learning of staff routines, goals and practices. Each new teacher is expected to make use of the offered assistance and to ask for help when it is needed. The ultimate responsibility for improving an individual teacher's competency and performance rests with that teacher. Every effort will be made that consecutive evaluations will not be done within fewer than 30 days.**

**Problem situations shall receive as many observations and conferences as necessary. Not later than May 1 of each year of the probationary appointment, the Superintendent will confer with the probationary teacher for the purpose of summarizing evaluations and indicating the prospects of the probationary teacher's subsequent appointment to tenure. The meeting to summarize evaluations may be conducted simultaneously with the third required observation report meeting. This conference shall be summarized in writing to the teacher within 5 school days of the conference.**

- C. Tenured teachers shall receive at least one classroom observation per year.**
- D. A classroom observation for the purpose of evaluation shall consist of a full class period spent in the classroom by the observer. In grades K through 4, a classroom period shall be at least 30 minutes in length. In grades 5 through 8, a classroom observation shall be conducted for the normal length of a class period.**
- E. A conference between the classroom observer and the teacher observed shall, if possible, be held within three (3) days after the date of the classroom observation. The conference shall be candid and professional in nature and shall include the observer's view of problem areas in the teacher's work, if any. Specific criticisms of the teacher observed should be presented in writing. The classroom observer shall state what the teacher needs to do in order to improve job performance. The classroom observer shall offer assistance to facilitate the improvement of the teacher's job performance.**
- F. Within three (3) days after the observation report meeting, the teacher may submit a written response to the comments made in the evaluation report and then this response shall be attached to the report. A signature on the observation report by a teacher shall indicate knowledge of the report and not necessarily agreement with the content of the report. All**

evaluation reports shall be made in duplicate and the teacher shall be given a copy.

- G. Teaching assistants shall be evaluated by the supervising teacher. Teaching assistants who do not work under the supervision of one primary supervising teacher (such as the library assistant and the writing lab assistant) shall be evaluated by the Superintendent. The nurse shall be evaluated by the Superintendent.
- H. Each unit member shall have the right, upon reasonable request, to review the contents of his or her personnel file with the exception of confidential pre-employment information contained therein. A representative of the Association, at the unit member's request, may accompany that unit member in such review. A District representative may be present for the review.

## **XVIII. MISCELLANEOUS**

### **A. CONFORMITY TO LAW**

- 1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation.
- 2. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

### **B. MODIFICATION OF AGREEMENT**

This Agreement may be added to, deleted from, altered, changed, or modified during the term of the Agreement only through the mutual consent of the parties in a written and signed amendment to this Agreement.

### **C. GENERAL PROVISIONS**

- 1. Copies of the school calendar will be distributed to the unit members within fifteen (15) working days of adoption by the Board.
- 2. The Superintendent will be responsible for providing copies of this agreement to unit members within fifteen working days of signing of said agreement or upon their employment in the district.

3. When employment opportunities or vacancies arise, such openings shall be posted in a conspicuous location in the office. Wyoming Central School District faculty members shall have an opportunity to apply for any such open positions. All things being equal, existing faculty members who qualify for the open positions will be given primary consideration.
4. The District will agree to free tuition for the children of non-resident faculty members.
5. Any instructional employee (both full and part-time) having perfect attendance will receive a \$250 bonus at the end of the year. Any employee that is absent for just one day will receive \$125 at the end of the school year.
6. The school van may not be used without advance approval. Travel using the unit member's vehicle is not reimbursable unless approved for reimbursement in advance. Approval to use the school van and reimbursement approval for use of the unit member's own vehicle at the current IRS rate are given or withheld at the sole discretion of the District.
7. If a minimum of two days is left after snow day use, the district will give the Friday before Memorial Day as a day off. If the Friday before Memorial Day is already designated as a holiday the district will give an additional day as a holiday.

**D. PUBLIC EMPLOYEES FAIR EMPLOYMENT LAW**


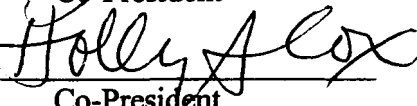
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**E. PERIOD OF AGREEMENT**

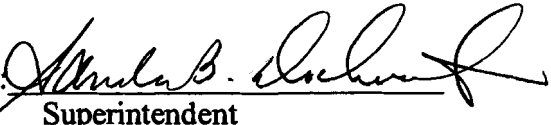
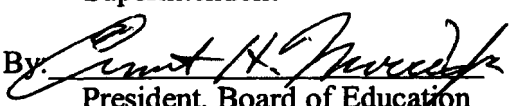
**This agreement shall remain in full force and effect from July 1, 2006 until June 30, 2010.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 8 day of March 2007.

WYOMING TEACHER'S  
ASSOCIATION

By:   
Co-President  
By:   
Co-President

WYOMING CENTRAL SCHOOL  
DISTRICT

By:   
Superintendent  
By:   
President, Board of Education

## APPENDIX A

### Salary Package

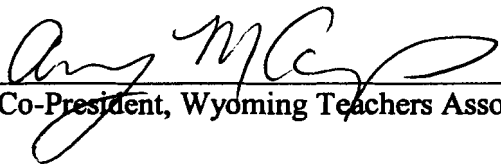
#### Appendix A Step Schedule

<b>Step</b>	<b>2006-07 3.9%</b>	<b>2007-08 3.9%</b>	<b>2008-09 3.9%</b>	<b>2009-10 4.0%</b>
1	32,000	33,000	34,000	35,000
2	32,209	33,248	34,287	35,360
3	32,369	33,465	34,545	35,658
4	32,599	33,631	34,770	35,926
5	32,763	33,870	34,943	36,161
6	33,040	34,041	35,191	36,341
7	33,683	34,329	35,368	36,599
8	34,373	34,997	35,668	36,783
9	35,012	35,714	36,362	37,094
10	35,656	36,378	37,107	37,816
11	36,499	37,047	37,796	38,591
12	37,599	37,922	38,492	39,308
13	38,562	39,066	39,401	40,032
14	39,296	40,066	40,589	40,978
15	40,065	40,829	41,629	42,213
16	40,872	41,627	42,421	43,294
17	41,720	42,466	43,251	44,118
18	42,573	43,347	44,122	44,981
19	43,419	44,233	45,038	45,887
20	44,267	45,112	45,958	46,839
OS	3.9%	3.9%	3.9%	4.0%

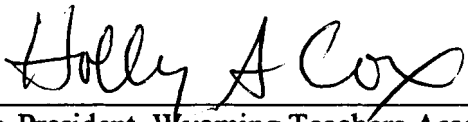
APPENDIX B

The Wyoming Central School District has been approved for and the Wyoming Central School Teachers Association has agreed to, an experimental Middle School level configuration of Grades 5 through 8. This plan is in the best interest of educating the students of Wyoming Central School.

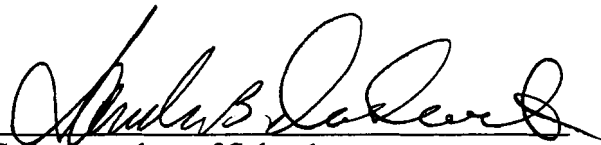
This reconfiguration should not and will not impact the certification and/or seniority of teachers.

  
\_\_\_\_\_  
Co-President, Wyoming Teachers Association

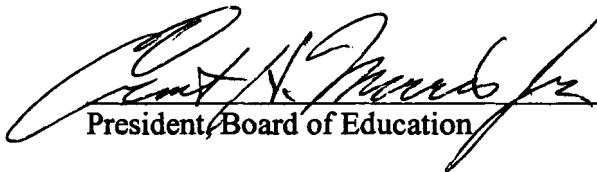
2-21-07  
Date

  
\_\_\_\_\_  
Co-President, Wyoming Teachers Association

2-21-07  
Date

  
\_\_\_\_\_  
Superintendent of Schools

3-9-07  
Date

  
\_\_\_\_\_  
President, Board of Education

3-8-07  
Date