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Union: **Wells Teachers Association**

Local:

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AGREEMENT

BETWEEN

THE WELLS CENTRAL SCHOOL DISTRICT

AND

THE WELLS TEACHERS ASSOCIATION

July 1, 2013 to June 30, 2016

ARTICLE 1

RECOGNITION

The School District recognizes the Association for purposes of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of the certified personnel of the School District, except the Superintendent of Schools, substitute teachers, and term substitute teachers.

ARTICLE 2

DEFINITIONS

- 2.1 As used in the agreement, the following terms shall have the respective meanings as set forth below:
- 2.1.1 **School District** shall mean the Wells Central School.
 - 2.1.2 **Board of Education or Board** means the Board of Education of the School District.
 - 2.1.3 **Association** means the Wells Teachers Association.
 - 2.1.4 **School Year** means the period commencing on the first day of July in each year and ending on the 30th day of June next.

ARTICLE 3

NEGOTIATION PROCEDURE

- 3.1 Areas for Discussion and Agreement

This recognition constitutes an agreement between the Board and Association to reach mutual understandings regarding matters relating to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the

determination of policies covering all aspects of the Wells Central School Public School System. The Board recognizes that it must operate in accordance with all statutory provisions and such other rules and regulations as are promulgated by the Commissioner of Education in accordance to such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

3.2 Procedures for Conducting Negotiations

3.2.1 Negotiating Teams

3.2.1.1 The Board, or designated representative(s) of the board, will meet with the representative(s) designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements.

3.2.1.2 While no agreement will be executed without the ratification of the Association and the Board, the parties mutually pledge that their representative(s) will be clothed with all necessary power and authority to make proposals, consider proposals, reach compromises, and initial any agreement reached during the course of negotiations.

3.2.2 Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before **November 1**. The first meeting shall be for the purpose of setting ground rules and submission of initial proposals. All issues proposed for discussion shall be submitted in writing by the Association and the Board or their delegated representative(s). The Association and the Board may submit additional proposed items for discussion at its second meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed upon by both parties.

3.2.3 Negotiation Procedures

Designated representatives of the Board shall meet at 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 meeting as described in paragraph 3.2.2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

3.2.4 Exchange of Information

Both parties and or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

3.2.5 Consultants

The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

3.2.6 Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to any news media unless the issuance has prior approval of both parties.

3.2.7 Reaching Agreement

When consensus is reached covering the areas of discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval.

3.2.8 Resolving Differences

In case an agreement is not reached by negotiations after full consideration of proposals and counter proposals, application of Section 209 of the Taylor Law will be in effect. All fees and expenses will be borne equally by both parties and the parties will continue to meet until an agreement is mutually agreed upon.

ARTICLE 4

REMUNERATION AND PROFESSIONAL DUTIES

4.1 Members of the association shall be paid by the district for services rendered in accordance with the professional salary schedule designated Appendix "A" and made a part hereof. If a teacher takes graduate courses that qualify him for advancement on the salary schedule, upon notice to the Superintendent of expected successful completion, the following adjustments will be made:

4.1.1 Teachers salaries will be adjusted in the semester following completion of the graduate studies to reflect additional credit hours earned, provided that the teacher provides notice to the

Administration by November 15 of his/her expected completion of graduate work being done during the first semester, May 15 for such work or courses being taken during the second semester, and August 1 for work being done during the summer.

4.2 Teachers shall be paid for extra-curricular assignments according to Appendices B and C affixed hereto and made a part thereof.

4.3 Teachers will be given first preference on all extra-curricular and coaching vacancies within the District and these positions shall be filled on a year-to-year basis.

Incumbent coaches who are not currently teachers may be permitted to retain their coaching positions in consecutive years upon reappointment by the District BOE.

4.4 The workday for teachers shall be a continuous seven (7) hours and thirty (30) minutes per day, inclusive of a thirty minute duty-free lunch period and one duty-free preparation period per day.

4.5 Teachers who are authorized to work on curriculum development by the Board of Education over the summer months shall be compensated for such work at the rate **described below in section 4.6**

4.6: Teachers who volunteer to give Academic Intervention Services to the students of Wells Central School outside of the normal school day (8:00 a.m. to 3:00 p.m.), or, normal school week (Monday through Friday of the school calendar year) will be compensated at the following per hour rates:

2013-2016	\$27.00
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The above rates do not apply to any summer school teaching which may occur as a result of Academic Intervention Services and Summer School Pay rates and in the event that they are services the district wishes to provide these rates will be negotiated with the Association and attached to this contract.

ARTICLE 5

DURATION

The provisions of the Agreement shall be effective as of July 1, 2013, unless otherwise provided and shall remain in effect until a successor agreement is agreed upon by the parties.

ARTICLE 6

TEACHERS RIGHTS/INSURANCE

6.1 Leave Time

6.1.1 Seventeen (17) Leave Days will be given per school year. Leave Days, excluding days for health related reasons, may not be granted the day before or the day following a vacation or holiday, without prior Board approval.

6.1.2 Any unused Leave Days may be accumulated at a maximum of 17 days per year, to a maximum of 400 days.

6.1.3 For teachers who have accumulated two hundred twenty-five (225) Leave Days, seventeen (17) additional days shall be added to the accumulated days at the beginning of each school year, creating a total of 242 Leave Days. After having reached the accumulation of 225 days, at the end of each school year a teacher may choose to sell back to the District those unused Leave Days accumulated during **that** school year at a rate of \$30.00 for each unused Leave Day, according to the following schedule:

- a. If a teacher has 17 unused annual sick days available to him/her -12 days x \$30.00
- b. If a teacher has 16 unused annual sick days available to him/her -11 days x \$30.00
- c. If a teacher has 15 unused annual sick days available to him/her -10 days x \$30.00
- d. If a teacher has 14 unused annual sick days available to him/her -9 days x \$30.00
- e. If a teacher has 13 unused annual sick days available to him/her -8 days x \$30.00
- f. If a teacher has 12 unused annual sick days available to him/her -7 days x \$30.00

6.1.4 If a teacher uses more than 5 days per year, so that he/she has less than 12 unused annual Leave Days available to him/her at the end of the school year, the teacher shall not be eligible for this annual Leave Days buy-out.

6.1.5 A physician's certificate may be required after an absence of five (5) consecutive days due to illness, if the District deems it necessary for the teacher to provide such documentation.

6.2 Child Care Leave

6.2.1 Child care leave will be granted upon request to any fulltime teacher whether on tenure or serving a probationary appointment. Such child care leave shall be granted on request for a period not to exceed two (2) years. A teacher requesting sick leave for maternity associated illness may use her accumulated sick leave days, but may be required to produce a certificate of physical illness from her physician.

6.2.2 All teachers returning from leave shall be restored to the same or equivalent position they held at the time the leave was granted.

6.3 Military Service Credit

Full military service credit will be granted only to those teachers whose teaching service was interrupted by Military Service.

6.4 Health Insurance Benefit

6.4.1 The District shall provide for teachers and their families a health insurance plan. Commencing July 1, 2013, all employees will have a choice between the BSNENY PPO-B Low option or the BSNENY PPO-B High option. The employee switching from PPO-A to either the PPO-B High option or PPO-B Low option will pay 5%, 10%, 15% contribution of their applicable coverage over three years. (ie, 5% for 2013/2014; 10% for 2014/2015; 15% for 2015/2016 and thereafter until the contribution rate is changed by the parties).

All full-time employees on PPO-B Low will pay 5%, 10%, 15% contribution of their applicable coverage over three years. (ie, 5% for 2013/2014; 10% for 2014/2015; 15% for 2015/2016 and thereafter until the contribution rate is changed by the parties).

Any full-time employee who chooses to switch from PPO-B Low to PPO-B High will pay 15% contribution of their applicable coverage (ie, 15% for 2013/2014; 15% for 2014/2015; 15% for 2015/2016 and thereafter until the contribution rate is changed by the parties).

All Part-time teachers will pay 20% of the health insurance premiums.

All new hires after June 30, 2013, will pay 20% of the health insurance premiums for PPO B plans.

As of July 1, 2013, PPO-A will no longer be offered to current employees.

- a. The current BSNENY PPO-Plan B High and PPO-B Plan B Low options shall be continued as the plans for health insurance for all bargaining unit members.

- b. Should an employee choose the HMO plan, the District shall pay 85% of the cost of either the PPO B Low Plan or 85% of the cost of the HMO plan, whichever is less.
- c. The bargaining unit members shall be responsible for the remaining premium cost.
- d. Unit members shall receive annual notification of the enrollment period for choosing a different health insurance plan.

6.4.2 Employee contributions will be calculated and deducted according to membership enrollment classification and payroll participation for either a 21 or 26 pay period schedule chosen by each individual prior to the start of the school year.

6.4.3 The Board shall have the right to contract for benefits through a health insurance carrier other than the one currently provided and/or shall have a right to change the health insurance plan currently provided to the teachers, so long as such change results in the same or similar plan.

6.4.5 Retiree Health Insurance

Plans Available: Effective December 31, 2013, PPO-B Plans from BSNENY become the health insurance “base plans” for retirees. The HMO will be offered, subject to the requirements below:

Premium contributions: The District shall pay an amount equal to 75% of the cost of any plan ***equal to or less than PPO B Plans*** for the retiree and 50% for the spouse. The retiree/spouse shall pay the remaining costs of the plan.

Should the retiree choose a health insurance plan other than PPO-B Plan (***any plan equal to or less than PPO***), the District shall pay 75% for the retiree and 35% for the retiree’s spouse.

6.4.6 Medicare Reimbursement: All unit members who retire after June 30, 2013 who are 65 years or older shall sign up for and participate in Medicare sponsored programs. All members who retire after June 30, 2013 are not eligible to receive payments for their share of expenses in Medicare Part B Plans, unless they have worked at least 15 years for Wells Central School district.

6.5 Dental Plan

6.5.1 The District shall provide for teachers and their families a Dental plan, the cost of which shall be borne by the District, up to the following caps:

Dental

Individual	\$511
Family	\$1,101

6.5.2 Employee contributions will be calculated and deducted according to membership enrollment classification and payroll participation.

6.5.4 No adjustments will be made in the cap that will effect employee contributions, except in September (the start of the school year).

6.5.5 Increases above the cap will be borne by the individual participating teachers and the district at a 50%/50% split.

6.6 The District shall implement the pre-tax dollar benefits provided pursuant to Section 125 of the United States Internal Revenue Code (IRS 125) effective July 1, 2000 for health and dental insurance premium and child care contributions only.

6.7 Teacher Observations

6.7.1 Observations of teachers shall be conducted by the District's certified administrative staff. Anyone who makes classroom observations other than above will do so with the knowledge and approval of the teacher being observed.

6.7.2 Evaluation of Teachers:

The required new Annual Professional Performance Review (APPR) program will be adopted by the District after completion of the required negotiations that the parties will conduct by a separate committee, whose members shall be appointed by the Association and the Superintendent.

The APPR plan shall be contained in a document separate from this collective bargaining agreement. No changes to the APPR plan will be implemented until both parties have agreed to such changes through the collective bargaining process. Any such changes shall be subject to ratification by both the Wells Central School District Board of Education and the Wells Teacher's Association.

APPR is subject to this review and revision and the rest of the collective bargaining agreement remains closed.

6.7.3.3 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated or otherwise deprived of any professional advantage without just cause. In no case shall this be done so publicly unless so requested by the teacher. The operation of this clause will in no way diminish the rights of the Board to grant or deny tenure as provided under Education law.

6.8 Notice to Probationary Teachers

Probationary teachers will be notified of termination of employment 60 days prior to the designated date of severance.

6.9 Staff Structure

Barring major changes in current conditions, or any other major change affecting our school, the Board intends to maintain the present professional staff structure.

6.10 Just Cause

No tenured teacher shall be discharged without just cause. Any teacher brought up upon probable cause shall have the option, after charges have been proffered under Section 3020-a of the Education Law, to proceed under the provisions of Section 3020-a or to waive his/her rights under Section 3020a of the Education Law and utilize the grievance procedure of this Agreement. The time provision set forth under Section 3020-a of the Education Law will apply if the teacher elects to proceed under the grievance procedures of this agreement.

6.11 Payroll Deductions

The Board agrees to authorize dues deduction from the salaries of the members of the Association in equal installments from all paychecks over a 10 month period.

6.12 Agency Fee

6.12.1 The Wells Central School District shall deduct from the salary of the employees in the bargaining unit who are not members of The Wells Teachers Association, the amount equivalent to the dues levied by the Wells Teachers Association, in accordance with Chapters 677 and 678 of the Laws of 1979 of the State of New York.

6.12.2 The Wells Teachers Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the State of New York.

6.13 School Calendar

6.13.1 Barring legislation to the contrary, the school calendar shall consist of 184 days (180 instructional days; 1 orientation day; 3 staff development [conference] days) of teachers attendance, with emergency days to be taken at the Board's discretion. Unused emergency days to be scheduled in the calendar.

6.13.2 Orientation Day Activities to be planned cooperatively between the Association and the School District Administration; the date of the Orientation Day to be established prior to July 1st. Dates and activities (programs) of the Staff Development Days to be established and decided cooperatively between the Association and the School District Administration.

6.14 Teacher Assignments

6.14.1 The normal instructional load for teachers in the junior and senior high school shall not be more than six 40 minute instructional periods per day.

6.14.2 Each teacher shall have one **40 minute** preparation period each day, during which the teacher shall not be assigned to other duties.

6.14.3 Each teacher shall be assigned no more than two **40 minute** supervisory periods daily, which will not require instructional duties or responsibilities.

6.14.4 Each elementary teacher will be provided with at least 200 minutes, duty free, weekly planning time.

6.14.5 The Association President will be assigned one free period daily, not to exceed forty minutes, to conduct Association business.

6.15 Personnel Folders

6.15.1 Inspection of Personnel Folders

6.15.1.1 Each teacher will have the right to review and copy the contents of his/her personnel file.

6.15.1.2 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had the opportunity to review and respond to the contents if so desired.

6.15.2 Updating Personnel Folders

An up-to-date personnel folder is advantageous to both the teacher and the administration. Such items as recent courses completed, new certificates received, change of address/telephone number, etc, would make the personnel folder of a teacher a more functional tool and would improve the record keeping and staffing of the school system. A form to collect such information will be distributed periodically by the Superintendent.

6.16 Enrollment of Teacher Dependents

6.16.1 Teachers who are full time in their employment to the district, yet reside outside the district, may enroll their dependent children on a tuition-free basis. In the event, that a teacher retires from their full time position while their dependents are still enrolled in the Wells Central School, said dependents will be entitled to remain enrolled, on the tuition free basis, until their graduation.

In the case of dependent children classified as Students with Disabilities by the Committee on Special Education of the Wells Central School District or the child's home district, the additional instructional or service costs must become the responsibility of the parent and/or home district, or the child will not be permitted to enroll or continue enrollment in the Wells Central School District.

Additionally, any instructional costs for participation in Career Education or related programs must be the responsibility of the child's parent and/or home district.

6.16.2 Transportation of the above dependent children, to and from school, will not be the responsibility of the Wells Central School District.

ARTICLE 7

SABBATICAL LEAVE

7.1 The Board of Education may grant a sabbatical leave for study of at least one year at half pay, one-half year at full pay to duly certified educational personnel who request it after seven years or more of service in the Wells Central School. A teacher who has been granted an unpaid leave for any reason will not be entitled to use the unpaid leave time in calculating the seven year requirement of this provision.

7.2 The teachers are to have a choice of one semester at full pay or two semesters at half pay. In no case will the sabbatical leave be granted for a greater period of time.

7.3 Teachers who apply for sabbatical leave are required to have completed at least seven years of local service with the school district. A teacher who has been granted a sabbatical leave may not again apply for a second sabbatical leave until he/she has completed another seven years of service to the Wells Central School District. Any unpaid leave time granted the teacher shall not be used in computing the seven year requirement of this section.

7.4 At no time shall more than one member of the Association be on a sabbatical leave of absence. The selection of the individual for sabbatical leave shall be made in the following manner:

7.4.1 An advisory committee of three, two Association Members and the Superintendent shall screen the applicants and, recommend eligible candidates to the Board of Education.

7.4.2 Final decision regarding the selection of the candidate will be made by the Board of Education. The criteria for selection will be based upon three points: benefit to the District, Value of the proposed Study, Seniority.

7.4.3 Before sabbatical leave will be approved, a certified replacement must be secured by May 15th and October 1st for the first and second semesters respectively.

7.5 Notice of intent or application for sabbatical leave must be filed with the Board at the regularly scheduled meeting of the Board in January of the school year preceding the one in which the leave is to be taken.

7.6 The board will pay the person on sabbatical leave one half of the teacher's eligible yearly salary during the period of a full year's leave; or full pay if leave is for one half year. Payment to be made on the District's regular pay period.

7.7 Regular salary increments shall be given for time of leave, the same for regular services. All teachers returning from leave shall be restored to the same or equivalent position they held at the time the leave was granted.

7.8 A proposed program or written statement of purposes and objectives must be filed at the time of application, by the teacher requesting leave.

7.9 Candidates for sabbatical leave are required to guarantee in writing that they will return to this school and perform their teaching duties for two school years immediately following their leave. If a teacher is unable to return or complete this obligation due to a physical or mental incapacitation, the Board will set up a reasonable plan for the teacher to reimburse the District for the amount of salary paid the teacher during the sabbatical leave. If a teacher who is physically and mentally capable of returning to duty refuses to do so, or refuses to complete his/her two year obligation, the salary paid the teacher during the sabbatical leave, plus the retirement contributions paid on the teacher's behalf by the District, will become due immediately. In order to protect the District from such contingencies, the teacher who is granted sabbatical leave by the District will sign a promissory note made payable to the District and an agreement outlining

the teacher's obligation if he/she fails to return to his/her teaching position for two years upon the completion of the sabbatical leave.

7.10 A written report to the Board of Education will be required within a two month period upon the staff member's return to service.

7.11 Teachers who have been granted leaves shall notify the Superintendent in writing on or before the 1st day of November or March preceding the opening of the semester following the expiration of leave, of their intention to resume work at the beginning of the semester.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 Definitions

8.1.1 A **grievance** is a claim based upon any event or condition affecting 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, work rules, bylaws, regulations, directives, procedures or practices of the Board or its agents.

8.1.2 The **aggrieved party** is the person or persons who submit a grievance, or on whose behalf it is submitted. The Association is an aggrieved party in every grievance filed and is therefore always directly involved in the grievance process.

8.1.3 Arbitration shall be limited to any claimed violation, misinterpretation, misapplication or inequitable application of this Agreement.

8.2 Procedures

8.2.1 This procedure is available for use without interference, coercion, restraint, discrimination or reprisal of any kind.

8.2.2 Each grievance shall be submitted in writing.

8.2.3 If a grievance appears to arise from the alleged action of higher authority than the superintendent of the school or is associated with the system-wide policies, by agreement of the Association and the Superintendent, it may be submitted directly at Stage 2.

8.2.4 The aggrieved party and the Association shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him or her, to testify and to call witnesses

on his or her behalf, and to be furnished with a copy of any minutes or a tape recording of the proceedings made at each and every stage of this grievance procedure.

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

8.2.6 The existence of the procedure hereby established shall not be deemed to require any member of the bargaining unit to pursue the remedies here described and shall not in any manner impair or limit the right of any member to pursue any other remedies available in any form.

8.2.7 During the grievance procedure the teacher, the Association, and the District shall be precluded from engaging in discussions of the grievance or its circumstances with anyone not directly involved in the process.

8.2.8 The parties may call upon consultants to assist in preparing for a grievance or arbitration and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

8.3 Stages

8.3.1 Stage 1

The Superintendent will meet with the aggrieved party and the Association to hear the grievance and shall respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the Superintendent, or if no response is received within ten (10) school days after the submission of a grievance to the Superintendent, such aggrieved party may submit a copy of the grievance to The Board of Education (Stage 2) within fifteen (15) school days after receipt or non-receipt of such response.

8.3.2 Stage 2

Within thirty (30) school days after receipt of the grievance, the Board of Education shall hold a hearing on the grievance and shall respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the Board of Education or if no response is received within 30 school days after the submission of a grievance to the Board, the Association may submit the grievance to arbitration (Stage 3) by filing a written demand upon the Board of Education within 15 school days after receipt or non-receipt of such response.

8.3.3 Stage 3

The arbitration will be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The cost and expenses for the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE 9

LEAVE OF ABSENCE

9.1 A teacher may be granted a leave of absence without pay for up to two (2) years for personal reasons, upon request.

9.2 Teacher on leave does not advance on the salary schedule nor receive any credit for years of teaching during the leave. A teacher on leave shall be able to continue any and all health or dental benefits extended to active teachers providing the said teacher pays 100% of the premium at the District's cost.

9.3 Except in an emergency, application for a leave must be submitted in the semester prior to planned leave. Submission and Board review of candidates will be as follows:

9.3.1 For Fall Semester Leave - Deadline for submission of application – April. Board of Education will review all applications and notify successful candidates following the April Board meeting.

9.3.2 For Spring Semester Leave - Deadline for submission of application - October 1 Board of Education will review all applications and notify successful candidates following the October Board meeting.

9.4 A leave of absence shall conclude only at the end of a semester.

9.5 All teachers returning from leave shall be restored to the same or equivalent position they held at the time the leave was granted.

9.6 A teacher will be given credit according to the graduate hour scales for hours earned during said leave.

ARTICLE 10

JURY DUTY

In the event that a teacher is required to serve as juror during school hours, the teacher shall be granted a leave of absence with pay for the required jury duty. The teacher shall reimburse the District the daily jury rate for each school day of leave.

ARTICLE 11

PERSONAL INJURY

11.1 Whenever a teacher is absent as a result of personal injury caused in the course of his or her employment, the Board shall pay the teacher full salary, less Workers Compensation and Social Security benefits and such absence shall not be charged to sick leave.

11.2 Provided there is immediate notification, not later than three days from the date of injury, to the board of Education of personal injury.

11.3 The Board may after five (5) days have the individual teacher examined by the Board's physician to determine the teacher's inability to work.

11.4 The Board's liability hereunder shall be for a maximum period of one (1) school year.

ARTICLE 12

SUBSTITUTES

12.1 Teachers will contact an employee designated by the board if they will be absent for any reason, giving name, subject taught, and reason for being absent. Teachers may request a specific substitute teacher.

12.2 Every effort will be made by the District to provide substitutes for teachers taking leave days.

ARTICLE 13

SICK LEAVE BUY BACK

13.1 Eligibility

The sick leave buy back is for those teacher's who discontinue their service, in good standing, at Wells Central School, after a minimum of fifteen (15) years of service.

13.2 Calculation

A maximum of four hundred (400) Leave Days may be accumulated for this Leave Buy-Back. If the teacher meets the eligibility requirements set forth herein, the Leave Buy Back shall be calculated as follows: 1/200 of the teacher's salary x 35% of the teacher's accumulated Leave Days up to 400 days.

Example

Teacher Jones retires at an annual salary of \$44,000 with 188 accumulated days of Leave. The Leave buy back is calculated as follows:

$$(1/200 \times \$44,000.) \times (.35 \times 188)$$
$$220 \times 56.4 = \$14,476.00$$

13.3 If a teacher tenders his/her resignation in accordance with this Article and subsequently, because of extraordinary reasons, decides that he/she wants to continue in employment with the district, the unit member shall be entitled to keep his/her position with the district only if the position is still available and open, and the position which was presumed to be a vacancy has not yet already been accepted by some other person.

13.3 If a teacher tenders his/her resignation in accordance with this article and the teacher dies before the effective date of his/her resignation, the estate shall be entitled to the buy back which was due the teacher under this article.

SIGNATURE PAGE

This contract and the provisions hereunder shall remain in full force and effect until a successor agreement is agreed upon by the parties.

Legislative Enactment

It is agreed by and between the parties that any provision of the agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto, the President of the Central School District No. 1 of the Town of Wells, Hope, Lake Pleasant and Arietta, Hamilton County, Wells New York and the President of the Wells Teachers Association, have hereunto affixed their names and seals.

BOARD OF EDUCATION OF THE WELLS CENTRAL SCHOOL
DISTRICT NO 1. OF THE TOWNS OF WELLS, HOPE, LAKE
PLEASANT AND ARIETTA, HAMILTON COUNTY, WELLS, NEW
YORK

By: _____

President, Board of Education

WELLS TEACHERS ASSOCIATION

By: _____

Association President

Dated: _____

Appendix A
WCS Teacher Salary Schedule
2013/2014, 2014/2015, 2015/2016

Step	2013/2014	2014/2015	2015/2016
1	42,593	43,232	43,664
2	43,221	43,869	44,308
3	44,085	44,746	45,193
4	44,733	45,404	45,858
5	45,986	46,676	47,143
6	47,237	47,946	48,425
7	48,491	49,218	49,710
8	49,742	50,488	50,993
9	50,995	51,760	52,278
10	51,743	52,519	53,044
11	53,501	54,304	54,847
12	54,223	55,036	55,586
13	56,005	56,845	57,413
14	57,259	58,118	58,699
15	58,511	59,389	59,983
16	59,763	60,659	61,266
17	61,552	62,475	63,100
18	62,805	63,747	64,384
19	64,058	65,019	65,669
20	65,309	66,289	66,952
21	66,561	67,559	68,235
22	68,351	69,376	70,070
23	71,630	72,704	73,431
24	73,264	74,363	75,107
25	74,852	75,975	76,735
26+	75,975	77,115	77,886

Above table reflects salary increases as follows: 2013/2014: Step plus 2%; 2014/2015: Step plus 1.5%; 2015/2016: Step plus 1%. Those members (over step 25) who are not eligible for step increase, will receive a 1.5% increase each year. This clause will sunset on June 30, 2016.

Credit Hour 85.00

Masters Pay \$1,000 (all new hires after June 30, 2013 will only be paid for one Masters)

LONGEVITY BONUS: Any teacher who has served the district for 15 or more years, may request and shall be granted a one year increment of \$1,000. Such increment shall be for one year only and shall not be paid in succeeding years.

APPENDIX "B"

2013/2014 - 2015/2016

Basketball Coaching

Varsity (2) 3,876

JV/Mod (2) 3,080

Elementary 549

Soccer Coaching

Varsity (2) 2,538

JV/Mod (2) 1,820

Elementary 549

Baseball/Softball Coaching

Varsity (2) 2,538

JV/Mod (2) 1,820

Miscellaneous Coaching/Sports-related Positions

Golf 1161

Cheerleading 1,542

Basketball Scorer 63/ea

Basketball Timer 63/ea

Basketball Supervision 70/ea

Athletic Director 4,010

The District has the discretion to assign the duties of the Athletic Director to a person who is employed as an administrator with the District. If such appointment is made to a person who is employed as an administrator with the District, then such position(s) will not be included within the Wells Teachers' Association bargaining unit. In the event that an administrator is not appointed as Athletic Director, then WTA members will be given first preference.

Appendix C

2013/2014 – 2015/2016

Yearbook Advisor	2,496
Student Activity Treasurer	1,884
Junior Prom Chaperone	271
Class Advisor, grades 7-12	1,002
Musical Productions:	
*Holiday Concert	367
*Spring Concert	367
Marching Band/Event (day)	135
Mentor Coordinator	442
Mentor	941

* Indicates amount to be divided between both music teachers.

Student Council Advisor	508
Honor Society Advisor	508
Approved Clubs	508

MEMORANDUM Of AGREEMENT

between the. WELLS TEACHERS ASSOCIATION

and the. WELLS CENTRAL SCHOOL DISTRICT

This memorandum of Agreement, consisting of pages 25 through 28, represents the final draft of the Distance Learning Template Agreement for inclusion as an addendum to the collective bargaining agreement between the parties dated July 1, 2013 through June 30, 2016.

This memorandum of Agreement is subject to ratification by the Wells Teachers' Association and by the Board of Education.

for the Wells Teachers' Association

Date: _____

for the Wells Central School District

Date: _____

DISTANCE LEARNING

Template Agreement

I GENERAL

The purpose of the program is to provide courses and other offerings that would not otherwise be available to the receiving school.

The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the association may have waived any rights that may exist to the exclusivity of bargaining unit work.

This agreement shall be binding and in full force and effect until a successor agreement is reached.

The teaching of Distance Learning courses will be voluntary. When performed by untenured teachers, the course will be in their tenure area.

II NO REDUCTION IN FORCE

No member of the bargaining unit on the effective date of this agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program. The introduction and/or continuation of Distance Learning in a receiving school shall not replace a sequence (as defined by NYS Standards) being currently taught or a sequence which could be taught by current staff

III TRAINING

The parties agree that training for participants will be provided. The cost(s) of training shall be established and borne by the district. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the district's collective bargaining agreement, herein referred to as CBA.

When a teacher accepts an assignment to develop or modify curriculum for a course to be offered through Distance Learning, the teacher shall be compensated for his/her services according to the district's CBA.

IV PROGRAM COMMITTEE

The President of each association will annually (s)elect a voting member to the program committee. Decisions of the committee will be reached through consensus.

V. AUDIO-VIDEO RECORDINGS

Any program delivered from this school district for the purpose of educating children shall be taught by a qualified bargaining unit member. Due to the interactive nature of the technology, the transmission should be live; subsequent use of taped recordings of live transmission should be used solely for instructional purposes.

Any audio-visual recordings of the classes made in the host district are the property of the host district and the district shall make such recordings available for the teacher's personal professional, non-commercial use. Such recordings will not be used in connection with teacher evaluation.

No participating district shall make any audio-visual recordings without the knowledge of the sending teacher. It is expected that the makings of recordings will be solely for the purpose of aiding students enrolled in the course.

In the event the Distance Learning Program Is transmitted over public access cable television as part of the regular instructional program, the transmitted program shall be broadcast using a scrambled signal and the receiving district shall use a descrambler for instructional purposes.

VI SCHEDULING

The calendar of the host district shall be used for each course being taught.

The time of transmission will be determined by the district within the normal confines (starting and ending time) of the daily schedule of classes.

The intent of the parties is to provide Distance Learning Programs that will not result in the undue fragmentation of adjacent class periods in which Distance Learning Program students are enrolled.

The Distance Learning Course shall not adversely affect the preparation or work load of the remainder of the unit members in any of the participating districts.

VII MAINTENANCE

The transmitting teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities should be minimal, and appropriate training provided.

VIII CLASS SIZE

Distance Learning Classes shall be limited to a maximum of twenty (20) students at a maximum of three (3) sites, unless the transmitting teacher consents otherwise. The parties acknowledge and confirm that this language shall not be used by the association to argue that the District has waived any position with regard to class size in programs other than Distance Learning.

IX GRADING

All grading of schoolwork and tests shall be done in the transmitting school by the transmitting teacher, who will cooperate with a designated person in the receiving school for these purposes. If

the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the transmitting school district.

X. RECEIVING SCHOOLS

The teacher shall not be expected or required to attend any functions in the receiving school(s) district(s), but will be available to receiving students and their parents.

As an example, the out-of-district parents will be invited to an open house in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's open house. The teacher and the receiving districts) will make mutually acceptable arrangements including meals, mileage and any other compensations, if necessary, for attendance at such functions beyond the limits described above.

XI SUBSTITUTES

In the event of the transmitting teacher's absence, the host district shall be expected to provide a certified substitute teacher when it elects to transmit.

XII TEACHER EVALUATION

Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of the host district. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher within two school days by his/her administrator. No evaluation of the teacher will be made except in the normal manner in the classroom. Evaluations of probationary teachers will only be made in the regular classroom.

XIII TEXTBOOKS & RELATED MATERIALS

Textbooks and related materials for Distance Learning courses are determined by the transmitting district.

XIV OFF SITE ORIGINATION

Teachers will be permitted and encouraged but not required to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time and pay appropriate expenses.

XV. RECEIVING DISTRICT

A district employee shall be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and to be a liaison with the sending

teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility, unless said employee was hired expressly for that purpose.

If the district assigns a teacher to supervise a receiving class, such assignment shall be in accordance with the provisions of the collective bargaining agreement.

There will be a designated employee at each receiving school to provide inter-school communications, collect and distribute materials, monitor students when directed, and provide student emergency information.

The receiving district shall assume full responsibility and liability for the supervision and maintenance of discipline of students in the receiving school.

XVI COLLABORATING ORGANIZATIONS

Unless otherwise agreed, college courses which give no high school credit may not be received during the school day and for a period of 30 minutes thereafter.

XVII VISITORS

Visitors will be allowed to view Distance Learning classes only when the following criteria are followed:

1. The visitor must schedule the visit with the host teacher and principal at a time convenient to the host teacher.
2. Visits will be limited to no more than one day per week.

Memorandum of Agreement
Between the Wells Central School District
And the
Wells Teachers Association

This memorandum of agreement represents the Adjustments negotiated by both parties to Appendix “B” of the contract dated July 1, 2006 – June 30, 2010. As such it will be included as an addendum in said collective bargaining agreement.*

Starting Jan 1, 2009 until June 30, 2009 the compensation for the Athletic Director will be \$4000.00 per annum prorated to be \$22.22 per day for 112 days or \$2488.64. The Athletic Director will also be given two duty free periods per day to conduct business associated with the position.

For the 2009-2010 school year the compensation will be \$4140.00 and two duty free periods per day to conduct business associated with the position.

For the Wells Teachers Association

For the Wells Central School District

Date: _____

Date: _____

* In the event that a current faculty member of Wells Central School does not assume the position of Athletic Director, the Board of Education and the Wells Teachers Association recognize that this memorandum may have to be renegotiated.