

AGREEMENT

BETWEEN

THE WEEDSPORT CENTRAL SCHOOL DISTRICT

AND

THE WEEDSPORT TEACHERS' ASSOCIATION

2021-2023

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
	Preamble	3
I	Recognition	4
II	Areas for Discussion and Agreement	5
III	Teacher Orientation	6
IV	Teaching Hours	7 - 8
V	Salaries and Professional Compensation	9 - 18
VI	Professional Improvement	19
VII	School Calendar	20
VIII	Class Size	21
IX	Leaves of Absence	22 - 30
X	Vacancies and Promotions	31
XI	Teacher Aides and Teaching Assistants	32
XII	Insurance Protection	33 - 35
XIII	Association Activities	36
XIV	Grievance	37 - 39
XV	Teacher Evaluation and Official Personnel Files	40 - 41
XVI	School Services	42 - 43
XVII	Compliance with Law	44
XVIII	Long Term Substitutes	45
XIX	Retirement Notice Incentive	46
XX	Duration of Agreement	47 - 48
Appendix A	Weedsport Teachers' Association Grievance Form	49

PREAMBLE

Section 1. Harmonious Working Relationship

In order to effectuate the provisions of Chapter 399 of the laws of 1967 (the Public Employees' Fair Employment Act) to encourage and increase effective and harmonious working relationships between the Weedsport Board of Education (hereinafter referred to as the Board), and its professional employees represented by the Weedsport Teachers' Association (hereinafter referred to as the Association), and to enable the professional employees more fully to participate in and contribute to the development of policies pertaining to hours, wages, terms and conditions of employment for the school district so that the cause of public education may be best served in the Weedsport Central School District.

Section 2. Mutual Agreement, Cooperation and Communication

The Board and the Association firmly believe that the primary function of the Board and instructional unit and/or Association is to assure each student attending the Weedsport Schools the highest level of educational opportunities obtainable. The Board and Association believe that the objectives of the educational program are realized to the highest degree when mutual agreement, understanding, cooperation and effective communications exist between the Board and the instructional unit and/or Association.

Section 3. Members of the Instructional Unit and/or Association

It is recognized that the members of the instructional unit and/or Association have specialized qualifications and that the success of the educational programs in Weedsport depends upon the maximum utilization of the abilities of teachers under working conditions which are fair, reasonable and provide opportunities for professional growth and development.

Section 4. Definition of the Term "School Day"

When the word (work) is used, the school day means teacher working day.

When the word (business) is used, the school day means that the District Office is open for business.

Other notation of day means calendar day.

ARTICLE I - RECOGNITION

Section 1. Recognition

The Board recognizes the Association as the official negotiating agent for the instructional unit; that is, all classroom teachers and others on the teachers' salary schedule who do not have the responsibility for rating the performance of teachers. This recognition shall continue in effect as long as more than fifty-five (55%) percent of the active membership of the instructional unit and/or the Association continues to designate the Association as its bargaining agent.

Section 2. Long Term Substitute

Effective with the ratification of the 1980-82 Agreement by the Board of Education, the Board agrees to recognize long term substitutes under the conditions set forth in Section 1. A long term substitute shall be defined as temporary teachers who are employed to replace teachers who are on leave but are expected to return. Temporary teachers shall be further defined as a substitute teacher who is employed in the same position for a semester or more.

Section 3. Right to Join or Not to Join

It is further recognized that teachers have the right to join or not to join the Association, and membership shall not be prerequisite for employment or continuation of employment of an employee.

ARTICLE II - AREAS FOR DISCUSSION AND AGREEMENT

Section 1. Legal Responsibilities of the Board of Education

This recognition constitutes an agreement between the Board and the Association to work toward agreements regarding matters of wages, salary, hours, 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 Weedsport Central School District. The Board cannot reduce, negotiate, or delegate its legal responsibilities. It is recognized that the Board must operate in accordance with the statutory provisions of the New York State Education Department and the Rules and Regulations of the Commissioner of Education.

Section 2. Opening Negotiations

Any request to open negotiations shall be made between January 5 and January 20, 2023. In response to such request by either party, a meeting shall be held within fifteen (15) days from the date of the request. Issues to be proposed for negotiations shall be submitted in writing by the party requesting the opening of negotiations or its delegated representatives at the first meeting. The other party shall submit its list of proposals and counterproposals in writing at the next meeting. Before the adjournment of any meeting, the tentative date of the next meeting shall be determined by mutual agreement.

Section 3. Committee Reports

The parties agree that the proceedings of the negotiating committees shall not be publicly released unless such an issuance has the prior approval of both parties, provided, however, that once impasse has been declared, the parties are free to communicate publicly.

Section 4. Public Documents

The District will provide the Association, at a cost of 8 cents per page, pertinent public documents related to the financial and economic conditions in the District, such as, but not limited to, the Annual School Budget, the Annual Financial Report, Popular or Voter Budget, and the independent audit report. The cost of copies of such information shall be borne by the Association at the above rate.

Section 5. Copies of Contract

The District shall provide at no charge to the Association one hundred (100) copies of the negotiated agreement within a reasonable period of time (approximately six (6) weeks) after both parties have ratified the agreement.

ARTICLE III - TEACHER ORIENTATION

Section 1.

It shall be the responsibility of the Administration to orient new staff members to the Weedsport Central School System. New staff members may be required to attend orientation or training programs, prior to the regular opening of school, for a maximum of five (5) days.

Section 2.

The Association shall accept the responsibility of cooperating as requested by the Administration in making recommendations as to materials to be included and such procedures to be followed in such orientation.

Section 3.

The Administration may ask for and expect assistance from the staff in other ways to accomplish suitable orientation.

Section 4.

The Association will have the opportunity annually to meet with the group of new teachers during the lunch hour of an orientation day during the first week of school.

ARTICLE IV - TEACHING HOURS

Section 1. It is agreed that the Administration:

- 1.1 Shall have the responsibility of setting up and administering the schedule of working days.
- 1.2 Shall have the responsibility of setting up and administering the hours of employment.
- 1.3 Commencing with the start of the 1983-84 school year, will equalize the work day at the Junior-Senior High School. This equalization is meant to indicate a fifteen (15) minute decrease in the work day but does not include the performance of other professional responsibilities, including, but not limited to, those responsibilities described in section 2.4 below. These responsibilities shall still be performed by the faculty.
- 1.4 Insofar as possible shall notify each faculty member, excluding newly hired personnel, of their tentative program (grade or subjects) for the next year no later than the last day of school in June.
- 1.5 Shall appoint a faculty committee which shall include, whenever possible, subject area and/or grade leaders, to discuss with the administration matters concerning curriculum. Meetings of such committee will begin as early as possible after school opens in the fall.
- 1.6 Will endeavor (make reasonable effort) to provide elementary classroom teachers a period, through use of special area time, to be used for professional purposes and improvement of instruction unless special permission for other use of this time is granted by the building principal at his/her discretion.
- 1.7 Will provide a scheduled ten scheduled ten (10) minute break to any elementary teacher who works more than three (3) consecutive hours without a break.
- 1.8 Shall consider any teacher at the Junior-Senior High School teaching five (5) or more classes to be a full-time employee.
- 1.9 Will not assign a lunch duty to any teacher at the Junior-Senior High School teaching six (6) classes, provided that all other scheduling teacher options have been jointly considered.

Section 2. It is agreed that the Teachers:

- 2.1 Shall at all times be in personal supervision of the pupils assigned to them unless they are placed under the supervision of another teacher or other qualified persons with the prior knowledge of an administrator, or the teacher is directed to leave by an administrator.
- 2.2 Shall prepare lesson plans as specified by the respective principal. These should be approved by the principal and kept in a designated place, easily accessible to a substitute.

- 2.3 Shall on scheduled work days, in order to determine the presence of a teacher in the building, indicate, as specified by the respective principal, arrival and departure from the building.
- 2.4 At the secondary level, shall, except for lunch period, devote unassigned time to instructional duties as the following: the instructional program; conferring with parents, pupils, administration or supervisors; studying and maintaining records.
- 2.5 Teachers will be strongly encouraged to attend graduation, Sixth Grade Celebration, Honors Convocation, academic award ceremonies, banquets, and National Honor Society induction ceremonies each year.

WEEDSPORT CENTRAL SCHOOL
ARTICLE V - SALARIES AND PROFESSIONAL COMPENSATION

Section 1. Teachers' Salaries for 2021-2022 and 2022-2023

1.1 For the 2021-2022 school year, each returning teacher who was on or above the top step of the 2020-2021 Teachers' Salary Schedule will receive an increase in his or her 2021-2022 salary equal to three (3.0%) percent.

For the 2022-2023 school year, each returning teacher who was on or above the top step of the 2021-2022 Teachers' Salary Schedule will receive an increase in his or her 2022-2023 salary equal to three (3.0%) percent.

1.2 Teachers' Salary Schedule 2021-2022 School Year

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60	B+66	B+72
A	62342	63067	63792	64517	65242	65967	66692	67417	68142	68867	69592	70317	71042
B	62447	63172	63897	64622	65347	66072	66797	67522	68247	68972	69697	70422	71147
C	62555	63280	64005	64730	65455	66180	66905	67630	68355	69080	69805	70530	71255
D	63516	64241	64966	65691	66416	67141	67866	68591	69316	70041	70766	71491	72216
E	64494	65219	65944	66669	67394	68119	68844	69569	70294	71019	71744	72469	73194
F	65488	66213	66938	67663	68388	69113	69838	70563	71288	72013	72738	73463	74188
G	65608	66333	67058	67783	68508	69233	69958	70683	71408	72133	72858	73583	74308
H	65732	66457	67182	67907	68632	69357	70082	70807	71532	72257	72982	73707	74432
I	65859	66584	67309	68034	68759	69484	70209	70934	71659	72384	73109	73834	74559
J	65987	66712	67437	68162	68887	69612	70337	71062	71787	72512	73237	73962	74687
K	67307	68032	68757	69482	70207	70932	71657	72382	73107	73832	74557	75282	76007
L	67442	68167	68892	69617	70342	71067	71792	72517	73242	73967	74692	75417	76142
M	67583	68308	69033	69758	70483	71208	71933	72658	73383	74108	74833	75558	76283

MASTERS: \$2,228

HOURS: \$725 per block of 6 graduate hours

OFF STEP: Returning teachers who are at the top step or beyond of the 2021-2022 salary schedule will receive a three (3%) percent increase in salary for the 2021-2022 school year.

1.3 Teachers' Salary Schedule 2022-2023 School Year

Step	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60	B+66	B+72
A	64108	64855	65602	66349	67096	67843	68590	69337	70084	70831	71578	72325	73072
B	64213	64960	65707	66454	67201	67948	68695	69442	70189	70936	71683	72430	73177
C	64321	65068	65815	66562	67309	68056	68803	69550	70297	71044	71791	72538	73285
D	64432	65179	65926	66673	67420	68167	68914	69661	70408	71155	71902	72649	73396
E	65422	66169	66916	67663	68410	69157	69904	70651	71398	72145	72892	73639	74386
F	66429	67176	67923	68670	69417	70164	70911	71658	72405	73152	73899	74646	75393
G	67453	68200	68947	69694	70441	71188	71935	72682	73429	74176	74923	75670	76417
H	67576	68323	69070	69817	70564	71311	72058	72805	73552	74299	75046	75793	76540
I	67703	68450	69197	69944	70691	71438	72185	72932	73679	74426	75173	75920	76667
J	67834	68581	69328	70075	70822	71569	72316	73063	73810	74557	75304	76051	76798
K	67966	68713	69460	70207	70954	71701	72448	73195	73942	74689	75436	76183	76930
L	69327	70074	70821	71568	72315	73062	73809	74556	75303	76050	76797	77544	78291
M	69465	70212	70959	71706	72453	73200	73947	74694	75441	76188	76935	77682	78429

MASTERS: \$2,295

HOURS: \$747 per block of 6 graduate hours

OFF STEP: Returning teachers who are at the top step or beyond of the 2022-2023 salary schedule will receive a three (3%) percent increase in salary for the 2022-2023 school year.

Section 2. Teachers' Salary Schedule 2021-2022 and 2022-2023

2.1 An earned Masters degree automatically carries a \$2,228 increment for the 2021-2022 school year, \$2,295 for the 2022-2023 school year.

2.2 A longevity step of \$2,621 for the 2021-2022 school year, \$2,700 for the 2022-2023 school year will be paid to teachers with 15 years of service (and beyond) ten of which must be in the Weedsport Central School District.

For teachers who were originally appointed after September 1, the longevity step will be awarded in the school year after the service threshold was met.

2.3 An additional longevity step of \$3,239 for the 2021-2022 school year, \$3,336 for the 2022-2023 school year will be paid to teachers with 20 years of service (and beyond) fifteen of which must be in the Weedsport Central School District.

For teachers who were originally appointed after September 1, the longevity step will be awarded in the school year after the service threshold was met.

2.4 For the 2021-2022 and 2022-2023 school years permanent salary increases will be granted for each six (6) hours of approved graduate credit in addition to the bachelors degree up to and including B+72.

a. Approved credits are defined to be those credits that are applicable to a graduate degree or the BA+30; BA+72 and MA+42. These credits must meet one of the following criteria:

1. Credit granted by the Board of Education for in-service activities deemed to be worthwhile and certified to be so by the Superintendent of Schools.
2. Credits earned while enrolled in a Masters Degree, Graduate Program Certificate, New York State Certification Programs or a Doctoral Program, that has had prior approval by the Superintendent of Schools.
3. Credits earned from graduate study, which have been approved in writing by the Superintendent of Schools, who shall consider how the course is related to the teacher's assigned subject area, before the person enrolls in the course.

b. These credits are governed by the following regulations and must meet the following criteria:

1. Salary increases for credit hours will be granted effective with the first (1st) pay period following the month in which the credits were earned.
2. Professional staff members (teachers) must receive the prior written approval of their principal and the Superintendent of Schools before enrolling in more than three (3) credit hours of graduate study in a single semester or six (6) credit hours in a summer session.

3. All graduate course work submitted for pay must meet the minimum passing requirements for graduate work at the institution at which it was earned.
 4. Proof of such credit or degree must be furnished to the Superintendent of Schools in a form and manner acceptable to him or her, and no salary increase due from this policy will be granted without his/her certification.
- 2.5 The school district reserves the following rights:
- a. To determine the initial salary of new employees;
 - b. To make salary payments in addition to the above schedule and will inform the Association thereof.
- 2.6 Commencing July 2021, the District agrees to pay members of the negotiating unit who are appointed and perform approved curriculum work or professional development work at the rate of \$34.69 per hour for 2021-2022, and \$35.73 per hour for 2022-2023.

Section 3. Counselors

- 3.1 The District agrees to pay Counselors \$1,932 (2021-2022) and \$1,990 (2022-2023) over their teacher's salary for "Counseling Services" during the normal teacher work year. Any work between September 1 and June 30 which is beyond the normal teachers' work year shall be paid on a per diem basis of 1/200 of the counselor's annual salary for each day worked. Required summer work shall be paid as required by regulations.
- 3.2 If and when the District appoints a counseling director, the position will be paid on the same basis as a department chairperson.

Section 4. Extra Duty Pay for Inter-Scholastic Athletics, Co-Curricular and Chaperones

- 4.1 The inclusion of position titles and salaries for co-curricular, extra-curricular and inter-scholastic athletics is not an assurance that the position will exist. The Board of Education retains the right to approve or eliminate any or all such positions, and to select persons from applicants for such positions. In the event no qualified persons acceptable to the District have applied for the position, the Association, at the request of the Superintendent of Schools shall assist the District in securing a qualified person to fill the position who is satisfactory to the Board of Education. The following schedules only indicate the appropriate salary for such positions when approved.
- 4.2 Athletic and Extra-Curricular Salaries: 2021-22 and 2022-23 (as included in the attached schedules).

COACHING SALARIES 2021-2022

Varsity Sports	Year 1 Step 1	Year 4 Step 2	Year 8 Step 3
Head Football	\$7,161	\$7,801	\$8,500
Swimming & Diving	\$7,161	\$7,801	\$8,500
Basketball (Boys & Girls)	\$7,161	\$7,801	\$8,500
Volleyball	\$7,161	\$7,801	\$8,500
Asst. Football	\$5,222	\$5,691	\$6,208
Cross Country	\$5,393	\$5,850	\$6,335
Field Hockey	\$5,393	\$5,850	\$6,335
Asst. Field Hockey	\$3,637	\$3,942	\$4,271
Track & Field (Boys & Girls)	\$5,274	\$5,728	\$7,315
Asst. Track & Field	\$3,428	\$3,735	\$4,072
Baseball	\$5,274	\$5,728	\$6,218
Softball	\$5,274	\$5,728	\$6,218
Asst. Swimming & Diving	\$4,832	\$5,266	\$5,740
Golf	\$3,808	\$4,148	\$4,523
Winter Cheerleading (Varsity & JV)	\$3,808	\$4,148	\$4,523
Fall Cheerleading	\$2,527	\$2,758	\$2,999
Bowling	\$4,296	\$4,680	\$5,101
 Junior Varsity Sports			
Basketball (Boys & Girls)	\$4,845	\$5,266	\$5,740
Field Hockey	\$3,779	\$4,104	\$4,463
Volleyball	\$4,157	\$4,523	\$4,920
Baseball	\$4,061	\$4,410	\$4,788
Softball	\$4,061	\$4,410	\$4,788
 Modified Sports			
Head Football	\$4,376	\$4,773	\$5,203
Asst. Football	\$3,580	\$3,902	\$4,254
Baseball	\$3,739	\$4,063	\$4,411
Softball	\$3,739	\$4,063	\$4,411
Track & Field	\$3,739	\$4,063	\$4,411
Cross Country	\$3,739	\$4,063	\$4,411
Field Hockey	\$3,739	\$4,063	\$4,411
Basketball Boys	\$3,739	\$4,063	\$4,411
Basketball Girls	\$3,739	\$4,063	\$4,411
Swimming & Diving	\$3,739	\$4,063	\$4,411
Volleyball	\$3,739	\$4,063	\$4,411

Other **2021-2022**

Athletic Director	\$9,824
Athletic Director Summer Work	\$34.69
Intramurals	\$34.81

Baseball:

Scorebook Keeper	\$49.21
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Basketball:

Shot Clock Operator	\$49.21
Scoreboard Operator	\$49.21
Scorebook Keeper	\$49.21
Ticket-taker	\$43.76
Head Ticket-taker	\$66.58

Football:

Scoreboard Operator	\$49.21
Play Clock Operator	\$49.21
Announcer	\$49.21
Ticket-taker	\$43.76
Chain Person	\$49.21
Head Ticket-taker	\$66.58

Softball:

Scorebook Keeper	\$49.21
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Swimming & Diving:

Meet Manager	\$49.21
Head Ticket-taker	\$66.58
Timer / Scoreboard Operator	\$49.21

Volleyball:

Scorebook Keeper	\$49.21
Scoreboard Operator/Libero	\$49.21
Head Ticket-taker	\$66.58

Field Hockey:

Scorebook Keeper/Scoreboard Operator	\$49.21
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Co-Curricular Salaries **2021-22**

Marching Band Director	\$769
Yearbook Advisor	\$3,996
Newspaper Advisor	\$2,136
Envirothon Coach	\$3,996
Math League Team Advisor	\$2,576
TAG Representative	\$719

High School Musical	
Director	\$3,210
Set Director	\$2,175
Producer	\$1,527
Pit Band Director	\$1,710
Choreographer	\$1,540
Accompanist	\$2,395
Vocal Instructor	\$1,199
High School Jazz Ensemble Director	\$3,689
Middle School Jazz Ensemble	
Director	\$2,636
Middle School Musical	
Director/Producer	\$3,359
Set Director	\$1,088
Musical Director	\$1,326
Choreographer	\$1,326

Other

Curriculum Coordinator	\$6,037
Honor Society Advisor	\$1,999
Department Chairperson	\$3,070
Subject Supervisors	\$3,070
M.S. Student Government Advisor	\$1,552
H.S. Student Government Advisor	\$1,614
Elem. Student Government Advisor	\$1,521
News Notes Publisher	\$3,069
Mentor Level 1	\$1,273
Mentor Level 2	\$636
Coordinator of Summer Learning	
Academy	\$529
Veterans' Event Coordinator	\$1,930

COACHING SALARIES 2022-2023

Varsity Sports	Year 1 Step 1	Year 4 Step 2	Year 8 Step 3
Head Football	\$7,375	\$8,035	\$8,755
Swimming & Diving	\$7,375	\$8,035	\$8,755
Basketball (Boys & Girls)	\$7,375	\$8,035	\$8,755
Volleyball	\$7,375	\$8,035	\$8,755
Asst. Football	\$5,378	\$5,861	\$6,394
Cross Country	\$5,555	\$6,026	\$6,525
Field Hockey	\$5,555	\$6,026	\$6,525
Asst. Field Hockey	\$3,746	\$4,061	\$4,400
Track & Field (Boys & Girls)	\$5,432	\$5,899	\$7,535
Asst. Track & Field	\$3,531	\$3,847	\$4,195
Baseball	\$5,432	\$5,899	\$6,404
Softball	\$5,432	\$5,899	\$6,404
Asst. Swimming & Diving	\$4,977	\$5,424	\$5,913
Golf	\$3,922	\$4,272	\$4,659
Winter Cheerleading (Varsity & JV)	\$3,922	\$4,272	\$4,659
Fall Cheerleading	\$2,603	\$2,841	\$3,089
Bowling	\$4,425	\$4,821	\$5,254
 Junior Varsity Sports			
Basketball (Boys & Girls)	\$4,990	\$5,424	\$5,913
Field Hockey	\$3,893	\$4,227	\$4,597
Volleyball	\$4,282	\$4,659	\$5,068
Baseball	\$4,183	\$4,543	\$4,932
Softball	\$4,183	\$4,543	\$4,932
 Modified Sports			
Head Football	\$4,507	\$4,916	\$5,359
Asst. Football	\$3,688	\$4,019	\$4,382
Baseball	\$3,851	\$4,185	\$4,543
Softball	\$3,851	\$4,185	\$4,543
Track & Field	\$3,851	\$4,185	\$4,543
Cross Country	\$3,851	\$4,185	\$4,543
Field Hockey	\$3,851	\$4,185	\$4,543
Basketball Boys	\$3,851	\$4,185	\$4,543
Basketball Girls	\$3,851	\$4,185	\$4,543
Swimming & Diving	\$3,851	\$4,185	\$4,543
Volleyball	\$3,851	\$4,185	\$4,543

Other **2022-23**

Athletic Director	\$10,119
Athletic Director Summer Work	\$35.73
Intramurals	\$35.85

Baseball:

Scorebook Keeper	\$50.69
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Basketball:

Shot Clock Operator	\$50.69
Scoreboard Operator	\$50.69
Scorebook Keeper	\$50.69
Ticket-taker	\$45.07
Head Ticket-taker	\$68.58

Football:

Scoreboard Operator	\$50.69
Play Clock Operator	\$50.69
Announcer	\$50.69
Ticket-taker	\$45.07
Chain Person	\$50.69
Head Ticket-taker	\$68.58

Softball:

Scorebook Keeper	\$50.69
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Swimming & Diving:

Meet Manager	\$50.69
Head Ticket-taker	\$68.58
Timer/Scoreboard Operator	\$50.69

Volleyball:

Scorebook Keeper	\$50.69
Scoreboard Operator/Libero	\$50.69
Head Ticket-taker	\$68.58

Field Hockey:

Scorebook Keeper/Scoreboard Operator	\$50.69
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Co-Curricular Salaries **2022-23**

Marching Band Director	\$792
Yearbook Advisor	\$4,116
Newspaper Advisor	\$2,200
Envirothon Coach	\$4,116
Math League Team Advisor	\$2,653
TAG Representative	\$740
High School Musical	
Director	\$3,306
Set Director	\$2,240
Producer	\$1,573
Pit Band Director	\$1,762
Choreographer	\$1,586
Accompanist	\$2,467
Vocal Instructor	\$1,235
High School Jazz Ensemble Director	\$3,800
Middle School Jazz Ensemble Director	\$2,715
Middle School Musical	
Director/Producer	\$3,460
Set Director	\$1,121
Musical Director	\$1,366
Choreographer	\$1,366

Other

Curriculum Coordinator	\$6,218
Honor Society Advisor	\$2,059
Department Chairperson	\$3,162
Subject Supervisors	\$3,162
M.S. Student Government Advisor	\$1,598
H.S. Student Government Advisor	\$1,662
Elem. Student Government Advisor	\$1,566
News Notes Publisher	\$3,161
Mentor Level 1	\$1,311
Mentor Level 2	\$655
Coordinator of Summer Learning Academy	\$545
Veterans' Event Coordinator	\$1,988

- 4.3 Chaperoning for school sponsored activities which are administratively approved shall be done voluntarily and shall be paid at the rate of \$24.12 per hour per activity in 2021-22 and \$24.84 per hour per activity in 2022-23 with a minimum payment of 3 hours and a maximum payment of 7 hours per activity. After making every effort to obtain a volunteer to chaperone, the District may appoint one or more teachers, as needed, in the inverse order of seniority among all members of the bargaining unit.
- 4.4 Eleventh and Twelfth Grade Class Advisors
- For the 2021-2022 school year, the advisors will receive \$2,309.
- For the 2022-2023 school year, the advisors will receive \$2,378.
- 4.5 Ninth and Tenth Grade Class Advisors
- For the school year 2021-2022, each class advisor for the ninth and tenth grades shall receive \$769.
- For the school year 2022-2023, each class advisor for the ninth and tenth grades shall receive \$792.
- 4.6 Seventh and Eighth Grade Class Advisors
- For the school year 2021-2022, each class advisor for the seventh and eighth grades shall receive \$538.
- For the school year 2022-2023, each class advisor for the seventh and eighth grades shall receive \$554.
- 4.7 It is noted that class advisor stipends for grades 7 - 12 include the requirement to chaperone any dances or other events put on by their classes.
- 4.8 Supervisor of pool events which have been approved in advance by the principal(s) shall be paid \$35.48/hour in 2021-2022 and \$36.54/hour in 2022-2023.
- 4.9 Coaches for "Odyssey of the Mind" shall each receive \$1,118 for the 2021-22 school year and \$1,152 for the 2022-2023 school year. The number of coaches shall be determined by the Superintendent of Schools.
- 4.10 Clubs shall be assigned an annual stipend when approved by the Board of Education. The amount of the stipend will be discussed with the school district administration and teachers' association.

ARTICLE VI - PROFESSIONAL IMPROVEMENT

Section 1. Staff Meetings

Staff meetings will be held when deemed necessary by the Building Principal or the Superintendent of Schools.

Section 2. Outside Consultant Services

If outside consultant service is needed it will be financed by the Board of Education after a formal request is made and permission granted.

Section 3. Visiting Day

A visiting day will be provided each year if requested. Date of such visitation will be mutually agreed to by the teacher and administration.

Section 4. Attendance at Conferences

An employee may attend at school expense such conferences, conventions, and workshops that will improve the employee's efficiency and knowledge of his/her particular work and connected to District and/or personal professional goals.

- a. Permission must be obtained from the administration for all professional improvement opportunities, including, but not limited to conferences, conventions, and workshops
- b. A complete cost report must be maintained.
- c. An oral report may be made to the Board of Education upon request and to all other groups that may gain from the experience.
- d. A brief written report may be requested to be submitted to the administration and/or Board of Education.

Section 5. Semester Workshops

There shall be a minimum of one, one day workshop or its equivalent held midway through either semester. The content of this workshop shall be curriculum oriented.

ARTICLE VII - SCHOOL CALENDAR

Section 1.

Whenever possible, a tentative school calendar shall be submitted to the Teachers' Association for suggestion or comment.

Section 2.

The work year for teachers shall be a maximum of 187 work days.

ARTICLE VIII - CLASS SIZE

Section 1.

It is the intent of the Board of Education to use a maximum of 27 at the elementary level and 24 at the secondary level as a guideline for planning class load. However, the parties recognize that these are general guidelines only and are not to be construed as contractual restrictions against larger class size.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Introduction to Leaves of Absence

The leaves are described below following this general outline:

1. General Description and Length of Leave
2. Eligibility
3. How to Apply
4. Other Information

Section 2. Types of Leaves:

PAGE NUMBERS

A.	Sabbatical Leave	22 - 23
B.	Sick Leave	24
C.	Sickness in the Family Leave	24
D.	Compensable Accident Leave	24 - 25
E.	Child Bearing Disability Leave	25
F.	Child Care Leave	26
G.	Travel or Study Leave	26
H.	Leave to Teach in Foreign School	26 - 27
I.	Leave for Those Ill or Incapacitated	27
J.	Death in the Family Leave	27 - 28
K.	Personal Leave	28 - 29
L.	Sick Day Bank Leave	29
M.	Court Appearance Leave	30

Section 3. Other Absences and General Regulations for all Leaves

Types of Leaves:

A. Sabbatical Leave

1. General Description

The school board may grant a sabbatical leave for approved travel or study to a member of the professional staff for one-half year at full pay or one full year at one-half pay.

2. Eligibility

- a. A professional staff member may request sabbatical leave after seven (7) consecutive years of teaching within the system. Leaves of absences granted by the Board of Education shall not be construed to disrupt a professional staff member's consecutive years of service for the purpose of determining eligibility for sabbatical leave. However, the period of any leave of absence granted by the Board of Education shall not be used as any part of the required seven (7) consecutive years of teaching with the school system in order to establish eligibility for applying for sabbatical leave.

- b. Upon granting the sabbatical leave, a teacher shall enter into a written agreement with the Superintendent of Schools and the Board setting forth the following condition of the leave. The teacher will provide the Board of Education a Bond in the amount of the stipend or salary to be received by the teacher during the leave; said bond becoming due and forfeited to the Board if the teacher defaults by not completing two (2) years of service to the District immediately following the leave. The teacher will be reimbursed the cost of the Bond by the Board at the conclusion of the required two (2) years of service in the District following the leave.
- c. The Superintendent of Schools shall require that a teacher on Sabbatical Leave submit a report to him at the midpoint and the end of the sabbatical leave concerning the manner in which his/her leave is being used.
- d. The privilege of sabbatical leave shall be limited to one professional staff member per year.

3. How to Apply

- a. A letter of intent to request a sabbatical leave shall be filed with the Superintendent of Schools at least six (6) months prior to the beginning of the school budget year. (Not later than January 1st).
- b. A formal request, following the letter of intent, for a leave shall be filed with the Board of Review through the Superintendent of Schools not later than four (4) months prior to the beginning of the school budget year. (Not later than March 1st).
- c. The staff member shall include in his/her written request for sabbatical leave the benefits to students, to school and to self.
- d. The request of the staff member shall be submitted to a Board of Review composed of two members from the Board of Education, three Administrators, and three teaching staff members.
- e. The Board of Review shall judge each request on the basis of individual merit.
- f. The Board of Review shall report their "findings" to the staff member and the Board of Education within thirty (30) days of the submission date, which would fall approximately on April 1st of each year.

4. Other Information

- a. A professional member shall receive all benefits and increments while on sabbatical leave and upon return to the system.

B. Sick Leave

1. Each employee is entitled annually to twelve (12) days of sick leave with pay. The full amount will be available once a new teacher has actually begun teaching, except for a teacher who commences employment at some point other than September, in which case the teacher shall be entitled to a prorated amount based upon the time in which (s)he actually is scheduled to work.
2. This will accumulate (if not used) to two hundred (200) days.
3. A teacher, who has exhausted his/her sick leave, may request the Board of Education for additional sick leave days. Such days are to be granted at the sole discretion of the Board. The Board shall consider length of service, nature of illness, previous attendance patterns, and anything else deemed appropriate.
4. Absence of over five (5) days requires a Doctor's Certificate upon the return of the employee to work.
5. Periods of disablement due to pregnancy may be charged against sick leave accrued provided that the employee submits a statement from her physician certifying that she is so disabled.
6. Each teacher shall receive on the first day which they are required to work in September a record of the number of sick leave days used during the previous school year and the number of accrued sick leave days to his or her credits as of the prior June 30th.

C. Sickness in the Family Leave

1. Each member of the negotiating unit shall be allowed to use up to twelve (12) days per school year from his/her personal sick leave which is provided for that school year for illness in his/her family requiring the absence of the employee. This leave shall be deducted from the personal sick leave provided in Section B.1 above.

D. Compensable Accident Leave

1. Where an injured employee is totally disabled as the result of a work related accident, i.e. an accident for which the employee is awarded worker's compensation as the result of his/her employment by the Weedsport Central School, such injured employee shall be paid his/her full salary for the period of such total disability, but not exceeding thirteen (13) weeks from the date of the accident without loss of sick leave.
2. The Board of Education shall take reimbursement for wages paid by the Compensation Board to the injured employee during such period of total disability at the established Worker's Compensation rate.

3. If the injured employee is still totally disabled at the end of thirteen (13) weeks following the date of the injury, such employee shall continue to receive his/her full salary until such employee's accumulated sick leave is exhausted and the Board of Education shall take reimbursement for wages paid at the prevailing or established compensation rate during such additional period.
4. In the event the injured employee is still totally disabled after such employee's accumulated sick leave is exhausted, such employee shall thereafter be entitled to receive only the weekly benefits payable under prevailing Worker's Compensation rates and the Board of Education will be under no further obligation to pay such employee any salary until such employee returns to his/her duties.
5. Where an employee sustains an injury from a work related accident which causes disability of less than seven days, such employee shall be paid full salary and shall sustain no loss of sick leave for such disability provided:
 - a. That written notice of such injury is filed with the Clerk of the Board of Education, the school administrator or the school nurse within twenty-four (24) hours of such injury. In the event the employee fails to file notice of injury within twenty-four (24) hours, such employee will lose his/her sick leave until notice is filed.
 - b. The injured employee shall also furnish a Doctor's Certificate indicating the nature and extent of the injury and the Doctor's opinion as to the extent of disability.
 - c. The Board of Education or the school administrator shall at all times have the right to require an examination of the injured employee by the school physician for the purpose of confirming such injury and the nature and extent of the disability.

E. Child Bearing Disability Leave

An employee who is pregnant may continue in active employment as late into pregnancy as is desired, provided she is able to properly perform her required function and that she is physically and medically able to do so.

Leave taken by an employee resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required. If the District is not satisfied with the certification submitted by the teacher's physician, then the District may select an obstetrician or other appropriate specialist to examine the teacher. If, the teacher's physician and the physician selected by the District mutually agree that the teacher is medically disabled, then the teacher may charge the leave against available sick leave.

F. Child Care Leave

Employees shall be entitled to a leave of absence for a maximum of two (2) years. Request for such leave shall be made in writing to the Superintendent of Schools as soon as the fact of pregnancy is known or not later than the fifth month. Request for leave shall indicate the duration of the leave and the probable beginning date. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted. Both the beginning date and the return date from such leave shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.

All rights and privileges accumulated prior to the effective date of such leave shall be reinstated.

A teacher going on leave who has served one-half year or more shall, upon return, be granted credit for one full year on the salary schedule.

G. Travel or Study Leave

1. General Description

One year of leave may be granted to any teacher for the purpose of travel or study.

2. Eligibility

The teacher must have had seven (7) years consecutive service. Leaves of absence granted by the Board of Education shall not be construed to disrupt a professional staff member's consecutive years of service for the purpose of determining eligibility for Travel or Study Leave. However, the period of any leave of absence granted by the Board of Education shall not be used as any part of the required seven (7) consecutive years of teaching with the school system in order to establish eligibility for applying for Travel or Study Leave.

3. How to Apply

Written request to the Superintendent of Schools.

4. Other Information

- a. This leave is without pay.
- b. The teacher on leave will return to the school system on the same salary step to which he or she was entitled before the leave was granted.

H. Leave to Teach in a Foreign School

1. General Description

One year leave of absence may be granted to any teacher for the purpose of teaching in a foreign school or American school abroad.

2. Eligibility

Teacher must be on tenure.

3. How to Apply

Written request to the Superintendent of Schools.

4. Other Information

a. This leave is without pay.

b. The teacher on leave will return to the school system on the same salary step to which he or she was entitled before the leave was granted.

I. Leave for Those Ill or Incapacitated

1. General Description

Up to one year leave of absence may be granted to any teacher who is ill or incapacitated.

2. Eligibility

Teacher must be on tenure.

3. How to Apply

Written request to the Superintendent of Schools.

4. Other Information

a. Each case will be reviewed and judged on its own merit.

b. The teacher on leave will return to the school system on the same salary step to which he or she was entitled before the leave was granted, unless the teacher had completed the equivalent of one-half (1/2) a school year, in which case that teacher shall be entitled to move to the next step on the salary schedule.

J. Death in the Family Leave

1. General Description

Up to five (5) days absence will be allowed for each death occurring in the immediate family (parents, grandparents, spouse, brothers, sisters, children, grandchildren, brother-in-law, sister-in-law, parental-in-laws, aunt and uncle or relative living in the household) of the employee.

Leave for death in the family should be taken at a time proximate to the date of death, funeral or burial.

2. Eligibility

Any teacher is eligible for this leave.

3. How to Apply

The teacher must notify the Building Principal in charge not later than 7:15 a.m. of the day they are to be absent. They must also notify the Building Principal the day before they are to return, before the close of the school of the school day. (Work Day)

4. Other Information

This leave is with pay.

K. Personal Leave

1. General Description

Up to two (2) days of leave per year may be granted for personal reasons. Personal leave is leave, which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. This would include but not be limited to such activities as house closings, income tax hearings, religious, adoption proceedings, court appearances, probating wills, graduation ceremonies of teachers, their spouse or child. Such leave shall not be used for social and recreational purposes or for litigation against the school district, its employees or the Board of Education or for seeking other similar employment, or for conducting activities on behalf of the Association, its affiliates or any other similar organization. In consideration of the above stipulations, no specific reasons need be given when requesting personal leave. However, an employee must have a reason, which conforms to the above provisions.

2. Eligibility

Any teacher is eligible for this leave.

3. How to Apply

Requests for personal leave shall be made on special personal absence forms. If possible, request shall be made at least two (2) days in advance.

4. Other Information

This leave is with pay.

5. A committee of teachers shall be appointed by the Association president to meet with the Superintendent of Schools as he or she may determine necessary to monitor and review the use of personal leave days throughout the school year.
6. Unused personal leave shall be added to the teacher's annual sick leave accumulation.

L. Sick Day Bank Leave

A Sick Day Bank will be established in this school district under the following conditions:

1. All contributions will be voluntary.
2. Any professional employee in the negotiating unit whose position requires a teaching certificate is eligible to participate.
3. The sick day bank may only be used for involuntary disabilities or illnesses.
4. Each employee enrolling in the bank will donate one day of his/her sick leave to the bank each year until there is a maximum of 150 days. No more days will be added, except by new membership until the bank is depleted to 75 days. "New Membership" shall mean employees newly employed in the District as well as experienced employees in the District who have not chosen to contribute to the Sick Day Bank but later choose to do so.
5. A person withdrawing from the bank will not be able to withdraw the contributed days.
6. The first 20 days of illness or disability will not be covered by the bank but must be covered by that person's own accumulated sick leave or absence without pay.
7. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.
8. A maximum of 40 days may be drawn by each individual member from the bank each year during the life of the agreement.
9. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
10. The procedures for administration of this bank shall be subject to the mutual agreement of the Weedsport Teachers' Association and the Board of Education.
11. By October 15 of each year, the names of contributing members of the Sick Day Bank will be given to the District Business Office.

M. Court Appearance Leave

Employees may apply for appearances at court or governmental hearings provided:

- a. The employee is subpoenaed to appear.
- b. The employee appearance is not involved in case against the District.
- c. The employee requesting leave did not institute the action.

Such leave shall be granted at the discretion of the Superintendent of Schools or his/her designee.

Section 3. Other Absences and General Regulations for all Leaves

3.1 General Description

All other absence must be arranged ahead of time with the Building Principal. The Building Principal shall decide and notify the payroll official and the teacher involved as to whether such absence shall be with or without pay.

3.2 Other Information

- a. Teachers must notify the Building Principal in charge not later than 7:15 a.m. of the day they are to be absent. It shall be the responsibility of the teacher to notify the Building Principal as to their intentions for the next school day. (Working).
- b. Any absence without explanation or arrangement ahead of time may be considered a cause for disciplinary action up to and including separation from the school system.

ARTICLE X - VACANCIES AND PROMOTIONS

Section 1. Professional Educational Openings

Professional educational openings which occur during the school year and summer vacation, within the school system, shall be advertised in all buildings by posting on the office and faculty room bulletin boards and sending a copy of such notice to the President of the Teachers' Association as soon as possible after the opening occurs but at least seven (7) school days (business) before the position is filled in order that local staff may make application.

Section 2. Transfers

Teachers who wish to transfer from one grade to another or from one subject area to another shall make their desires known in writing to their respective principal so that consideration may be given to their request if and when an opening in the requested area occurs.

Section 3. Abolition of Position

When a position is abolished by the Board, the teacher with the least service within the tenure area of that position will be the person to be dismissed. If on tenure and certified, the teacher's name then will be placed on a preferred eligible list and is entitled to reinstatement whenever, within seven (7) years, a vacancy in such area of certification occurs.

Section 4. Recommendations for Appointments to Vacancies

Whenever it is considered by the Building Principal to be feasible, department chairpersons and/or grade leaders will be asked to make recommendations regarding candidates for vacancies. The principal shall give consideration to those recommendations.

ARTICLE XI - TEACHER AIDES AND TEACHING ASSISTANTS

Section 1.

The Board of Education and the Association recognize the desirability of employing teacher aides and teacher assistants so that teachers may devote more of their time and skills to professional duties and improvement of instruction.

Section 2.

The duties of such aides and teaching assistants will comply with regulations as stated in the Commissioner's Regulations and Cayuga County Civil Service Commission Rules and Regulations.

Section 3.

The Association may appoint a committee of teachers to advise the Administration on the development of criteria and qualifications:

- a. or the need and selection of aides and assistants
- b. in the year around orientation of such aides or assistants
- c. in the supervision of such aides or assistants
- d. in the role of the teacher in the use of such aides or assistants.

ARTICLE XII - INSURANCE PROTECTION

Section 1. Health Insurance – Coverage and Premiums

Effective July 1, 2011, the Board of Education shall pay eighty-five (85%) percent for dependents and ninety (90%) percent for individuals.

All enrolled employees shall pay the applicable portion of the individual premium.

Dependent Premium Calculation:

The dependent premium, which is sometimes referred to as the family premium, includes the individual premium and the dependent premium. The calculation for the dependent premium shall be made as follows.

The full amount of the individual premium shall be deducted from the total of the combined individual and dependent premiums. The resulting amount from the deduction shall be the remainder.

Eighty-five (85%) percent shall be multiplied against the remainder. The result of this calculation shall be the dependent portion.

The individual's portion of the individual premium and the dependent portion shall be added together to arrive at the dependent premium.

Example of Dependent Calculation for the 2013-2014 School Year:

Total Dependent Premium: \$15,084.00

Total Individual Premium: \$ 5,316.00

Individual's Portion: 96% X \$5,316.00 = \$5,103.36 (District)
 4% X \$5,316.00 = \$ 212.64 (Employee)

Remainder: \$15,084.00 - \$5,316.00 = \$9,768.00

Dependent Portion: 85% X \$9,768.00 = \$8,302.80 (District)
 15% X \$9,768.00 = \$1,465.20 (Employee)

Dependent Premium: \$5,103.36 + \$8,302.80 = \$13,406.16 (District)
 \$212.64 + \$1,465.20 = \$1,677.84 (Employee)

Section 2. Selection of Alternative Carrier

The District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1980.

Section 3. Self Funding

The District shall have the right to provide a schedule of benefits, which is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1980 through a program of self funding or in the dental program which became effective on September 1, 1981.

Section 4. Administration of Self Funded Plan

The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

Section 5. Right of Conversion

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

Section 6. Continuation in Plan if Conversion is Not Available

If an individual is unable to convert, then the individual shall, at his/her written request be continued under the self funded program for a period not to exceed one (1) year from the date his/her employment with the school district ceases.

Section 7. Employee Assumption of Full Premium Under Conversion or Continuation

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

Section 8. Dental Insurance

The District shall contribute up to two hundred seventy-five dollars (\$275) for a dental program providing for individual and dependent coverage for subscribing employees. The schedule of benefits shall be equivalent to the schedule of benefits provided by Ameritas.

Any premium amounts in excess of the above will be paid by the employee.

Section 9. Retiree Health Insurance – Pre-1983-1984 Employees

The parties further understand and agree that all employees covered by this agreement who have retired prior to the commencement of the 1983-84 school year (July 1) and who are eligible for and receive individual Medicare coverage shall have the cost of said coverage paid for by the District. Any employee covered by the agreement who retires on or after the 1983-84 school year (July 1) shall not be covered under this section.

Section 10. Retiree Health Insurance – Effective July 1, 1983 for Retirees on or After That Date

Effective July 1, 1983, any employee covered by this agreement who retires from service from the Weedsport Central School District shall be eligible to participate in the District's health insurance program as described in sections 1, 2, 3, 4, 5, and 6 of Article XII above except that the District shall pay only 100% of the premium cost for individual coverage only.

Section 11. Health Insurance Premium Payment for Pre-July 1, 1983 Retirees

Any employee who has retired prior to July 1, 1983 shall continue to be covered under the health insurance program in effect at the time of the signing of this agreement as specified in Article XII, sections 1 through 6 thereof. The District will pay 100% of the premium cost for individual coverage, and seventy (70%) for dependent coverage.

Section 12. Flexible Benefits

Both parties agree to establish a committee to study the feasibility of implementing a flexible spending plan. The committee will meet on or before October 1, 1992, and submit its recommendations to the Board of Education for implementation. The committee shall be composed of two members selected by the Superintendent of Schools, two members selected by the President of the Weedsport Teachers' Association. A majority recommendation from the committee will be required, and upon the receipt of such affirmative recommendation the Board of Education shall implement a flexible spending plan for a two year trial period. After the completion of the two year trial period, either party may elect to terminate the flexible spending plan at any time.

The maximum amount that may be used for unreimbursed medical expenses shall be \$2,500 each calendar year.

ARTICLE XIII - ASSOCIATION ACTIVITIES

Section 1.

The W.T.A., which is a professional association, has received recognition as the bargaining agent for the "Instruction Unit", that is, all classroom teachers and others on the teacher's salary schedule who do not have the responsibility of rating the performance of teachers. Therefore, it is expected that the W.T.A. will govern its activities by the following conditions:

- 1.1 Long distance phone calls made on behalf of the Association are at the expense of the Association.
- 1.2 Postage used for Association purposes is at the expense of the Association.
- 1.3 A record of the amount of material used by the Association will be reported to the designated official in the District Business Office promptly (within two working days). The Association will be billed annually for such material.
- 1.4 Attendance at any conference or meeting of the NYSUT, AFT, NEA or any other association or group with which the W.T.A. may have relationships or associations other than those conferences covered by Section 4.1 of Article VI occurring during school time will be based on:
 - a. Written request to and subsequent approval by the immediate Building Principal and Superintendent of Schools at least ten (10) days prior to such meeting;
 - b. A substitute teacher suitable to the principal must be found for the days the teacher is absent;
 - c. None of the expenses incurred will be the responsibility of the Board of Education.
- 1.5 The Association will be permitted the privilege of using school buildings without cost, where there is no additional cost to the Board, at reasonable times, for meetings. Requests for approval to use a building shall be submitted to the Superintendent of Schools. A request for use shall be submitted within a reasonable period prior to the use.

ARTICLE XIV - GRIEVANCE

Section 1.

- 1.1 It is recognized that grievances may arise caused by misinterpretation or inequitable application of this collective agreement. A grievance policy provides for the democratic adjudication of any questions of alleged injustice to any individual or group arising from interpretation and application of this agreement.
- 1.2 The following grievance procedure will be in force for any dispute arising over a claim based on misinterpretation or inequitable application of the terms and conditions of this agreement.

Section 2. Definitions

- 2.1 An "aggrieved party" is the bargaining unit member or group of members who submit a grievance or on whose behalf it is submitted, and (when it submits a grievance) the board.
- 2.2 Administrator shall mean any administrator responsible for or exercising any degree of supervision or authority over another teacher.
 - a. Chief administrator shall mean the Superintendent of Schools.
 - b. Immediate supervisor shall mean the administrator to whom the aggrieved party is directly responsible as is indicated by the organization chart found in Board Policy #4212 of the Board of Education Policy Manual.
- 2.3 Representative shall mean the person or persons designated by the aggrieved party as his/her counsel or to act in his/her behalf.
- 2.4 Grievance shall mean any claimed violation, misinterpretation or inequitable application of this negotiated agreement.
- 2.5 "Days" shall mean school days.

Section 3. Basic Principles

- 3.1 Before submission of a written grievance the aggrieved party must attempt to resolve it informally.
- 3.2 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- 3.3 The aggrieved party shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3.4 The aggrieved party shall have the right to be represented at any stage of the procedures by a person, or persons, of his/her own choice.

- 3.5 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 3.6 All hearings shall be confidential.
- 3.7 It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
- 3.8 The function of these procedures is to assure democratic adjudication of any questions of alleged injustice to an individual or group arising from interpretation and application of this agreement.
- 3.9 A grievance shall be deemed waived unless it is submitted within twenty (20) school days (business) after the aggrieved party knew or should have known of the events or conditions on which it is based. For the purpose of the grievance procedure, school days (business) shall not include the days during Christmas vacation.
- 3.10 A bargaining unit member or members may submit grievances which affect them personally and shall submit such grievances to the building principal.

Section 4. Procedures

4.1 Stage 1:

The aggrieved party shall orally and/or in writing present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved teacher. The immediate supervisor shall render his/her determination to the aggrieved party within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the formal stage.

4.2 Stage 2:

- a. Within five (5) school days (business) after a determination has been made at the preceding stage, the aggrieved party may make a written request to the Superintendent of Schools or his/her designee for review and determination on the annexed form. If the Superintendent of Schools designates a person to act in his/her behalf s/he shall also delegate full authority to render a determination in his/her behalf.
- b. The Superintendent of Schools or his/her designee shall convene a meeting of the parties to the grievance within five (5) school days. The aggrieved party shall present his/her case to the Superintendent within fifteen (15) school days. The Superintendent will present his decision in writing within fifteen (15) school days to the grievant and Association.

If the grievance is still unresolved the aggrieved party may within fifteen (15) school days after receiving the statement of decision refer the grievance to Stage 3, the Board Stage, by submitting all written statements and records pertaining to the case to the Clerk of the Board of Education.

4.3 Stage 3

- a. The Board of Education shall render a decision within ten (10) school days (business) after receiving all statements.

4.4 Stage 4:

If the grievance is still unresolved the aggrieved party may within fifteen (15) school days after receiving the statement of decision refer the grievance to binding arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the School Administrator or aggrieved party.

- a. Upon receipt of the names of the proposed arbitrators, a designee, of the Superintendent of Schools and the organization shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The arbitrator will be without 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. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the agreement.
- c. The cost for the services of the arbitrator will be borne equally by the school board and the organization.
- d. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- e. The arbitrator's award shall not be contrary to any applicable provision of law, Regulation of the Commissioner of Education having the force and effect of law, Rule of the Board of Regents having the force and effect of law and/or any other applicable Rule having the force and effect of law.
- f. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
- g. The arbitrator's remedy shall extend only to the employee or group of employees who are a party to the grievance.

**ARTICLE XV - TEACHER EVALUATION AND OFFICIAL
PERSONNEL FILES**

Section 1. Official Personnel Files

- 1.1 All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be shown a copy of and shall affix their signature to any evaluation report prepared as a result of such monitoring or observation by their superiors before it is submitted to the central administration and placed in their official personnel file in the central office.

The signature indicates only that the teacher has been shown the material. A written response may be made by the teacher to be included with the material in the personnel file.

- 1.2 Complaints or other derogatory statements regarding a teacher shall be called to the attention of the teacher if they are to be placed in the teacher's official personnel file.
- 1.3 A teacher's official personnel file with the exception of confidential placement materials may be inspected at any reasonable time by the teacher and his/her designated representative(s) in the presence of the Superintendent of Schools or his/her designee.

Section 2. Teacher Evaluation

- 2.1 Probationary teachers shall be observed formally at least two (2) times per school year and tenured teachers shall be observed at least once per school year.
- 2.2 At least two (2) formal observations for probationary teachers and at least one (1) formal observation for tenured teachers shall be of a significant portion of a class period or lesson. The duration of the observation(s) shall be recorded on the written observation(s).
- 2.3 Insofar as practicable, the formal observations shall take place by April 15th of each school year.
- 2.4 Insofar as feasible, within five (5) school days (work) following the observation, there will be a conference between the observer and the teacher.
- 2.5 A written copy of the observation report will be given to the teacher and a written copy placed in his/her official personnel file. This report shall attempt to note weaknesses observed and shall, in addition, attempt to recommend actions the teacher may take to correct such weaknesses.
- 2.6 Formal observations will be made by the Superintendent of Schools, Building Principal(s), and/or their designees.
- 2.7 A meaningful program of evaluation should require self-evaluation. The Association will appoint a committee to work with the Administration in determining a self evaluation procedure. Such procedure will be agreeable to both parties.

2.8 Insofar as feasible, probationary teachers shall be notified in writing of their employment status for the next school year by April 15. Such notification shall not be construed as a contractual restriction against the District making decisions with respect to the continuation or discontinuation of the employment of the probationary teacher subsequent to the notification.

2.9 **Compliance with Education Law §3012-d**

The parties agree to continue negotiations at times mutually agreed upon between the parties for the purpose of compliance with section 3012-d of the Education Law and the regulations promulgated by the Commissioner of Education.

ARTICLE XVI - SCHOOL SERVICES

Section 1. The District will:

1.1 Provide for payroll deduction for the Association dues beginning with the second pay check in October and continuing for the next nine (9) pay periods, providing that the dues authorization cards are returned to the District Business Office by October 1, and also provide for payroll deduction for credit union, U.S. Government Bonds, and tax sheltered annuities.

1.2 Effective July 1, 2013, or as soon after as feasible, the District shall implement a twice monthly payroll system.

The parties agree that effective with the implementation of a twice monthly payroll, paychecks will be distributed on a twice a month basis. Pay dates will occur on the 15th of the month or the preceding Friday if the 15th is a weekend or holiday and on the 30th of the month or the preceding Friday if the 30th is a weekend or holiday.

1.3 Pay a mileage allowance equal to the IRS rate, when a school vehicle is not available and/or the use of a personal vehicle has been approved by the administration.

1.4 Provide each teacher with a pay date schedule not later than September 15. Teachers will be able to elect either a 20 or 24 payment schedule. Under the 24 payment option, the last paycheck in June would be equivalent of 4/24 of the annual salary. Teachers shall make their election at the time of employment or not later than July 1 for each succeeding school year.

1.5 Provide each new teacher (and others upon request) with information on health insurance, particularly a booklet describing said plan, and will promptly notify them and the Association of any changes in the health plan.

1.6 Provide teachers serving on jury duty with their regular salary during the period of jury duty, minus jury fees that are not for expenses.

1.7 Procedures for implementing a direct deposit program for payroll. Effective July 1, 2022, payroll for all bargaining unit members shall be made through direct deposit, subject to the following conditions:

1. Members of the negotiating unit must select the bank they desire to use on or before September 30 of each school year.

2. Eligible banks will be mutually agreed upon by the parties.

3. The bank(s) selected must have the capability to receive the electronic communications format used by the school district.

4. Once a member of the negotiating unit selects a bank, the selection shall continue in effect during the member's employment with the school district for the remainder of the school year, thereafter from school year to school year unless the member gives written notice to the District Business Office prior to July 1.

5. Newly employed members of the negotiating unit who are first employed after September 1, in any given school year will be permitted to select a bank from the list of eligible banks for direct deposit within thirty (30) days of the effective date of employment.

6. It is agreed that the Association, any members of the negotiating unit electing to participate in the direct deposit program shall indemnify and save harmless the Board of Education, its officers and employees from any and all manner of claims, demands, suits, actions and any other form of liability which may arise against the Board, its officers and employees out of or by reason of the direct deposit program provided for hereunder.

ARTICLE XVII - COMPLIANCE WITH LAW

Section 1.

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

ARTICLE XVIII - LONG TERM SUBSTITUTES

Section 1. Definition

- 1.1 Long term substitutes shall be defined as temporary teachers who are employed to replace teachers who are on leave but are expected to return. Temporary teachers shall be further defined as substitute teachers who are employed in the same position for a semester or more.

Section 2. Salary Placement

- 2.1 The school district reserves the following right:
- a. to determine the initial salary placement for long term substitutes.

Section 3. Other Terms and Conditions of Employment

The rights, privileges, responsibilities and duties contained within this agreement and applied to regular teachers shall also be applied in the same manner to long term substitutes. The exceptions to this application to long term substitutes would be child bearing disability leave and child care leave and any long term leave benefits and health insurance for retirees' as noted previously. Sick leave would be accumulated provided there is continuous and uninterrupted service.

The parties further understand and agree that if a long term substitute is employed for less than one (1) school year, the leave benefits shall be prorated accordingly.

ARTICLE XIX - RETIREMENT NOTICE INCENTIVE

Section 1.

Employees who retire within the meaning of retirement for the purposes of New York State Teachers Retirement System will be reimbursed twenty dollars (\$20) for each accumulated sick day in 2021-22 and twenty-five dollars (\$25) in the 2022-23 school year, provided that the eligible employee provide they give the District an irrevocable notice of retirement by February 1st of the year in which they plan to retire. District will pay up to a maximum of four thousand dollars (\$4000) in 2021-22 and five thousand dollars (\$5000) in 2022-23.

ARTICLE XX - DURATION OF AGREEMENT

Section 1.

The parties agree that all terms and conditions of employment of concern have been discussed during the negotiations leading to this agreement and that negotiations will not be reopened at any time on any item whether contained herein or not before the reopening date for negotiations as established in this agreement. This agreement may be added to, deleted from, or modified only through voluntary mutual consent of both parties in a written and signed amendment to their agreement.

Section 2.

The parties have mutually agreed that the negotiated agreement between the Weedsport Central School District and the Weedsport Teachers' Association for the period July 1, 2021 through June 30, 2023.

This agreement shall become effective as of July 1, 2021. This agreement shall terminate on June 30, 2023.

Section 3. Article 14 of the Civil Service Law (Taylor Law) Section 204-a

"AGREEMENTS BETWEEN PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATIONS.


3.1 ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT:

'IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION

TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.'

3.2 EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

3.3 WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION."



(President, Teachers' Association)



(Superintendent of Schools)

5/4/22

Dated

5/4/22

Dated



(Secretary, Teachers' Association)

APPENDIX A

WEEDSPORT TEACHERS' ASSOCIATION GRIEVANCE FORM

Name of Grievant: _____

Oral: _____ Date: _____ Name of Immediate Supervisor: _____

Written Stage: _____ Date: _____

Date Grievance Occurred: _____

ARTICLES VIOLATED: (LIST Article number, section, page)

DETAILED STATEMENT OF ALLEGED VIOLATIONS: (who, what, where, when, why, etc.)

REMEDY SOUGHT:

Received by: _____ Date: _____

cc: Weedsport TA Grievance Chair