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TA/5559

Agreement

between the

SUPERINTENDENT OF SCHOOLS

of the

MARCUS WHITMAN CENTRAL SCHOOL DISTRICT

and the

MARCUS WHITMAN TEACHERS' ASSOCIATION

July 1, 2005 through June 30, 2008

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 10 2005

ADMINISTRATION

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PREAMBLE

The purpose of this agreement is to encourage and increase mutual understanding and cooperation between the Superintendent of Schools of the Marcus Whitman Central School District and the professional employees represented by the Marcus Whitman Teachers' Association and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Marcus Whitman Central School under provisions of Chapter 392 of the laws of 1967 (Public Employees' Fair Employment Act.)

This agreement is made and entered into this _____ day of June, 2005 by and between the Superintendent of the Marcus Whitman Central School District (hereinafter referred to as the Superintendent) and the Marcus Whitman Teachers' Association (hereinafter referred to as the Association).

PHILOSOPHY

The Superintendent and the Association firmly believe that the primary function of the Superintendent and the professional staff is to assure each student attending Marcus Whitman Central School the highest level of educational opportunity obtainable. The Superintendent recognizes that teaching is a profession requiring specialized educational qualifications; the Superintendent and the Association believe that the optimal educational program can be realized only when mutual understanding, cooperation, and effective communication exist between the Superintendent and the professional staff.

ARTICLE I **Recognition**

The Marcus Whitman Central School Board of Education hereby recognizes the Marcus Whitman Teachers' Association as the exclusive negotiating agent for those people in the following unit:

Included: the unit includes people in the following positions: teachers, guidance counselors, school psychologists, occupational therapists, substance abuse counselors and long term substitute teachers.

Excluded: the unit excludes people in the following positions: the Superintendent of Schools, Assistant Superintendent for Business & Personnel, Principals, Director of Student Personnel Services, Director of Staff Development & Curriculum Design and per diem substitute teachers.

Such recognition shall be continuous unless challenged by a bona fide employee group in accordance with law.

ARTICLE II

Association Security

All unit members hired prior to July 1, 1991 who are current members of the Marcus Whitman Teachers' Association will continue such membership or pay an agency fee to the Marcus Whitman Teachers' Association. All unit members hired on or after July 1, 1991 will join the Marcus Whitman Teachers' Association or pay an agency fee to the Marcus Whitman Teachers' Association.

The Marcus Whitman Teachers' Association and each unit member agrees to hold the District completely harmless from any and all claims which might result from District's implementation of this provision.

ARTICLE III

Negotiation Procedures

- A. At a mutually agreed upon time or no later than February 1st of the final year of the Agreement, the parties will enter into good faith negotiations over a successor Agreement covering the following school year. If such an Agreement is not concluded 120 days prior to the last day of the school year, either party may request the use of mediation. The parties shall request the Public Employment Relations Board to assist the parties to reach an agreement.
- B. This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008. Both parties agree to continue working on necessary changes during the life of the contract and not just at contract termination.
- C. Neither party in any negotiations shall have any control over selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without the ratification of the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- D. Impasse shall occur when both parties agree to the substance of unresolvable differences. Negotiations shall continue as long as the parties are reaching agreement on some issues. Total impasse may occur when either party refuses to negotiate further.
- E. This agreement is the result of collective negotiations between the Superintendent and the Association which have been conducted according to the Taylor Law. It is the intention of the parties involved that the policies and regulations set forth in the final agreement shall govern their relations during the term of the agreement.

ARTICLE IV
Definitions of Terms

As appears in the following agreement, the following terms have the respective meanings set forth below:

1. School District refers to Marcus Whitman Central School District.
2. Board of Education refers to the Board of Education of the Marcus Whitman Central School District.
3. School year refers to period starting on the first day of September and ending the thirtieth day of June.
4. Association refers to the Marcus Whitman Teachers' Association.
5. Superintendent refers to the Superintendent of Schools of the Marcus Whitman School District.
6. Faculty and/or teachers refers to the professional staff positions of the Marcus Whitman Central School District represented by the Marcus Whitman Teachers' Association.
7. Agreement refers to this contractual agreement between the Superintendent and the Association.

ARTICLE V
Dues and Other Deductions

- A. The Board of Education of Marcus Whitman Central School agrees to deduct from the salaries of its employees dues for the Marcus Whitman Teachers' Association, and its affiliates, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the moneys promptly to such association. Teacher authorizations shall be in writing in the form set forth below:

Designation and Payroll Deduction Authorization

(Print) Last Name First Initial Bldg.

Address _____

TO: Board of Education of Marcus Whitman Central School
Pursuant to Chapter 392, Laws of 1967

I hereby request and authorize you, according to arrangements agreed upon with such association, to deduct from my salary and transmit to the associations indicated below

the dues as certified by the respective associations. I hereby waive all rights and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Marcus Whitman Teachers' Association

Employee's Signature

Date

B. Deductions referred to in Section A above shall be made in the following manner. The total annual membership dues for those designated professional associations, certified as mentioned above shall be deducted in equal installments beginning with the first pay period in October. No later than two weeks prior to the first scheduled paycheck in October, the Association shall:

- (1) provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the association named in Section A above and,
- (2) forward at the same time to the respective affiliate associations, a list of members and their addresses who have elected payroll deduction for such associations.

ARTICLE VI
Teacher Assignment

A. Assignment: Each teacher in grades 7-12, if necessary, shall be assigned a homeroom or other activity related to the teaching area as part of the regular assignment excluding the extra duty salary schedule.

Homeroom assignments, if required, when possible, will be made before June 30 and will be discussed with the teacher involved; continuation as advisor with the same group if teacher prefers, with agreement from the administration.

All teacher assignment changes, when possible will be discussed with the teacher(s) involved, and when at all possible, will be decided 30 days prior to the school opening, except in emergencies.

B. Teaching hours: The teacher workday shall not exceed seven hours and fifteen minutes. A time schedule for teachers at each building shall be formulated by the administration and become a part of the administrator and teacher's handbook.

- C. Vacancies: The faculty shall be advised of all professional staff and administrative vacancies at a reasonable time before the vacancy is to be filled. Such vacancies shall be posted in writing on the designated professional bulletin board in each school building at least ten (10) days before the applications are due in the district office. This ten (10) day period will be waived in the case of an emergency. The Association president will be advised about a vacancy which occurs during a recess period.
- D. Extra Pay Assignments: Each year prior to May 1, all teachers will be asked to indicate their interest in any extra pay job. Those requesting new assignments will be asked to indicate preparation for the jobs. When no qualified applicants are known to be interested in these positions, and if no person is available, the Superintendent may seek the services of a person from outside the employ of the district.
- E. Retention of Tenure: Retention of tenure by teachers changing grade or subject assignment will be governed by Education Law, Section 3012.
- F. School Year: The maximum number of days to be included in the teacher's school 1 year between September 1 and June 30 will be 187 days (1 day may be used from the approved menu plan). Other days may be used with approval of administration. The day must be recorded with the administration within at least five (5) days of occurrence.

The days (or part of) beyond the normal 186 academic calendar shall be utilized from the following options:

- Participate in curriculum development projects.
- Participate in staff development
- Participate in new year preparations
- Participate in Joint District/Association initiatives.
- Participate in Parent Conference outside the normal school day
- See more menu items on the back of the Request for Professional Day form

If the administration determines there is a need for additional days within that time period, the teachers shall be compensated at their per diem rate (1/200th of the salary).

G. Department Chairperson:

Department Chairs may be established in the following departments:

- | | |
|-------------------------------|-----------------------------|
| K-2 (each building) | Social Studies (7-12) |
| Intermediate (3-5) each bldg | Mathematics (7-12) |
| Occupations/Technology (7-12) | Compensatory Education K-5 |
| Music (K-12) | Compensatory Education 6-12 |
| Physical Education (K-12) | Language Arts (K-5) |
| English (7-12) | Arts in Education (K-5) |
| Science (7-12) | |

Prior to the appointment of a department chairperson, the District will consider recommendations from the faculty within the Department. The EPC shall be given the responsibility to develop the job descriptions for the department chairperson positions. Chairs will be appointed by July 15 of each year.

<u>Compensation:</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	\$1,429	\$1,479	\$1,531

If by September 15, the Administration determines that a particular chairperson's responsibilities for that year will exceed the general requirements as defined in the job description, that chairperson will be reimbursed at his or her per diem salary prorated for the extra time needed beyond the normal work day. This pro-ration will be in addition to the amount specified above.

H. Mainstreaming of BOCES Students:

1. Philosophy - The Marcus Whitman Central School District recognizes that its primary obligation is to educate the students of the Marcus Whitman District. We understand the philosophical benefits of mainstreaming for all students involved in this process, and therefore, feel it is necessary to establish sound criteria and procedures so that the process is successful for everyone involved. BOCES students will be mainstreamed for the primary purpose of testing student adjustment to larger group instruction and interaction with regular students. The ultimate goal is to return the BOCES student to his or her home district.
2. Criteria - Students will be academically capable of performing at grade level and be expected to behave according to the standards established by the classroom teacher.
3. Class Size - The classroom teacher will have the final say as to whether or not a student is mainstreamed into his or her classroom. Class size language as per Article VIII of this Agreement will be respected.
4. Procedure
 - a. Prior to entrance into a mainstreaming situation, a pre-placement conference will be held with the Marcus Whitman classroom teachers, Marcus Whitman building principal, BOCES teacher, and BOCES administrator.
 - b. The BOCES teacher will explore classroom standards and obtain materials from the regular teacher. Materials will be selected according to the student's intended mainstream level.
 - c. Generally speaking, placement in a class for less than a whole period can create frustration for the student involved and is a disruption for the class. Therefore, BOCES students will be mainstreamed for entire periods unless mutually agreed

upon between teachers. The regular classroom schedule will take precedence over the BOCES schedule and BOCES will be expected to meet that schedule.

- d. If the BOCES student is not ready academically or fails to adjust socially, the receiving classroom teacher must be willing to report this fact to the Marcus Whitman building principal.
 - e. Classroom teachers will have the full support of their building principals in the implementation of the mainstreaming process.
 - f. Evaluation of mainstreamed students will be reported through the use of standard Marcus Whitman report cards.
 - g. Marcus Whitman teachers will be evaluated by the Marcus Whitman administrative staff only.
 - h. Training for Marcus Whitman teachers concerning mainstreaming and in dealing with mainstreamed students will be provided through SETRC (Special Education Training Resource Center) whenever necessary.
5. Assessment - A committee will be established in each building to assess the mainstreaming process and resolve any conflict situations that arise. The committee will consist of the Marcus Whitman Superintendent, building principal, BOCES principal, classroom teacher, building representative and the Teachers' Association President.
 6. Remuneration - The funds can be disbursed in the form of a stipend to the participating Marcus Whitman teachers and/or for the purchase of materials for their classrooms.

Payment Schedule

The method of reimbursement to teachers for accepting BOCES handicapped students will be as follows:

At the secondary level all classes are planned on a 40-minute basis, while academic elementary classes are more likely to be held anywhere between 30-50 minutes. Therefore, we will treat all classes in that time range equally with a standard 40-minute class. In cases of extended contact time (more than 50 minutes), such as a youngster placed in a Kindergarten class for two hours, calculations will be made in units of 40-minute blocks on a prorated basis.

The payment schedule will be:

Percentage of Base	Type of Instructional Situation	Dollar Amount 2005-06	Dollar Amount 2006-07	Dollar Amount 2007-08
--------------------	---------------------------------	-----------------------	-----------------------	-----------------------

.020	One 40 minute class daily for the year	665	676	688
.010	One 40 minute class daily for the semester	333	338	344
.005	One 40 minute class daily for ten weeks	167	169	172
.004	One 40 minute class weekly or two 20 minutes classes weekly, i.e., Elementary	133	135	138
.006	Art, Library, Music or PE Three 20 minute classes weekly, i.e.,	200	203	206
.010	Elementary Music or PE	333	338	344
.020	MS Band or Chorus, Secondary PE HS Band or Chorus	665	676	688

Note: Partial/extended assignments will be pro-rated.

ARTICLE VII

Professional Education and Educational Program Committee

- A. Conference attendance and visitation will be at the discretion of the administration.
- B. To utilize the talents and expertise of all personnel of the Marcus Whitman Central School District, there shall be an Educational Program Committee (EPC) to review programs and make recommendations for the future.
1. The committee shall consist of:
 - Four (4) elementary teachers; one (1) primary and one (1) intermediate level teacher from each elementary building.

 - Four (4) secondary teachers; two (2) from the middle school level and two (2) from the high school level.

 - Four (4) administrators

 - Teacher members shall be appointed by the Association President. Terms of appointment shall be for one (1) year in length. Such terms shall commence July 1. Notifications of such appointments shall be forwarded to the Superintendent in writing. Every effort will be made to maintain a consistency of membership.

 2. Payment for unit member serving on the EPC as set forth in B.1. shall be limited to a total stipend of one and one half of one percent (1.5%) of the member's annual salary. Such payment is in recognition of the hours worked in committee meetings after the teacher's normal work day. Summer meetings shall be additionally reimbursed at a per diem rate. Should a teacher member serve as the EPC chair, he/she shall receive secretarial support services and an additional stipend of one half of one percent (.5%).

 3. Committee Responsibilities:

- a. Curriculum Development
 - 1. Research and Development
 - 2. Speakers and Field Trips
 - 3. Testing and Grading
 - b. In-service Education Programs
 - c. Parent Visitations
 - d. Create Subcommittees if necessary
 - e. Schedule meetings with minimum of eight (8) per year
 - f. School Calendar
 - g. Teacher Evaluation
 - h. Student Discipline
 - i. Sabbatical Proposal Review
4. The EPC will study the effectiveness of current practice, proposals for improved practices, and proposals for practices to be newly instituted for the following:
- a. Teacher evaluation
 - b. Department/Grade Chairperson responsibilities
 - c. Teacher preparation time and assignment load/responsibilities
 - d. Individual curriculum development proposals/practices
 - e. Procedures regarding the hiring and tenuring of probationary faculty and the opportunity for faculty recommendation in the process
 - f. Mentorships
5. All recommendations of the committee will be made to the Superintendent and the President of the Marcus Whitman Teachers' Association. The EPC's recommendations shall be forwarded to the Board of Education by the Superintendent with his/her comments. The Association President may also choose to comment upon the recommendations at this time. The Board will respond to the EPC in writing with a copy to the Superintendent and the Marcus Whitman Teachers' Association President.

ARTICLE VIII

Conditions of Employment

- A. Class Size
 Class size will be stabilized at the average of the class levels which existed during the first two attendance periods of the 1977-78 school year. Should class sizes significantly exceed those levels*, the issue of class size will remain a mandatory item for bargaining.

*Refer to case #AAA 15-39-0587-76

- B. Elementary Teachers (K-6) - Free Time and Preparation Time

Elementary teachers will be given a minimum of forty (40) minutes per day free from classroom duties. This is in addition to their thirty (30) minute duty-free lunch period. An effort will be made to extend the forty (40) minutes in the future.

Regular classroom elementary teachers will be provided the regularly scheduled services of an aide for one forty (40) minute time period each full pupil week in addition to their daily forty (40) minute free time and lunch period. The utilization of the aide's services is at an individual teacher's discretion and may include student supervision in or out of the individual teacher's classroom, classroom preparation, student assistance or other appropriate responsibilities.

A building-based teacher committee designated by the Association building representative with the building principal will develop the schedule for such services with input from individual teachers.

Upon application to and with the approval of the building principal, the District will provide five (5), one-half days of release time for preparation purposes for each special area elementary teacher. The request will be submitted on a mutually agreed upon form. Teachers with responsibilities at both the elementary and secondary level will receive prorated release time.

C. Dismissal

No teacher after teaching two (2) consecutive years in the District and having commenced teaching the third year will be dismissed without the privilege of a hearing before the Board of Education.

ARTICLE IX **Evaluation of Teachers**

Evaluation

A. Introduction

1. The chief purposes of the evaluation of the teaching staff shall be to:
 - a. maintain a highly qualified, competent staff
 - b. promote its continuing development.

2. Within the available limits of personnel and time, the building principal and/or Director of Special Education responsible for the evaluation of teachers shall acknowledge the right of the teachers to:
 - a. Know how well he/she is performing the duties and responsibilities of his/her position.
 - b. Know the area(s) of instructional strength.
 - c. Know the area(s) in which instructional improvement is needed and be provided with resources and suggestions for improvement.
 - d. Discuss his/her evaluation reports with his/her supervisor.

B. Procedures

1. Evaluations of the classroom performance of a teacher shall be conducted openly. The process shall consist of:
 - a. A pre-observation conference to discuss the lesson/activity to be observed and other pertinent factors of which the evaluator needs to be cognizant. This shall occur no later than the day before the classroom observation. At the time of the pre-observation conference the following options will be discussed regarding the post-observation conference. These options are:

Post-observation conference immediately following the observation.

Written observation summary given to the teacher within two (2) days of the observation and at least one day prior to the post-observation conference.

Written observation summary given at the beginning of the post-observation conference.
 - b. The classroom observation.
 - c. The post-observation conference within three (3) school days after the classroom observation.
 - d. The written completion of the evaluation instrument.
 - e. Beginning September 2004, for teachers with transitional or initial certificates, the evaluation will be based on a portfolio review which may include a video of teaching, sample lesson plans, samples of student work, student assessment instruments and the teacher's reflection of classroom performance.
2. At the end of the conference, the teacher and evaluating principal shall sign all copies of the evaluation under a statement indicating that such signature solely indicates that the conference was held and that the teacher received a copy of all the evaluation papers.
3. The teacher shall have up to five (5) school days to add his/her written comments to the evaluation forms. The submission of the written comments will signify the end of the process for that observation.
4. There will be three (3) complete copies of all evaluation documents:
 - a. One (1) copy will be given to the teacher.
 - b. One (1) copy will be kept by the principal.

- c. One (1) copy will be placed in the teacher's personnel folder in the district office.
5. Non-tenured teachers shall be formally evaluated at least once during each of the first three (3) marking periods. Tenured teachers shall be evaluated a minimum of once a year.
6. A teacher may request additional evaluations by other instructional administrators in the district. The building principal(s) may make additional evaluations.
7. A tenured teacher may request an alternative form of evaluation agreed upon between the principal and the teacher.
8. Nothing herein shall be taken to mean that a building principal may not enter classrooms at other times.
9. The Teacher Improvement Plan for those who receive an unsatisfactory performance rating will consist of the following steps to assist them in improving their performance.

Step 1

The deficiency will be detailed in writing so that the evaluator and the person being evaluated clearly understands what performance standard requires improvement.

Step 2

The recommended corrective action will be detailed in writing so that the evaluator and the person being evaluated clearly understand what corrective action is to be accomplished.

Step 3

The means to improve the performance of the person receiving the evaluation will become part of that persons' Teacher Improvement Plan.

Step 4

A time-line for completion and re-evaluation will be established between the evaluator and the person being evaluated.

Step 5

The district will either provide the training required for the person being evaluated or provide the opportunity for the person being evaluated to attend such training outside of the district.

Step 6

A means for the person being evaluated to have priority registration for district provided training will be established.

Step 7

Another observation will be conducted. If the same and/or another deficiency is observed, the person being evaluated may proceed to Step 1 and/or depending on circumstances the district may decide to take another corrective action.

10. To further assist all teachers possessing a transitional or initial certificate, the district will establish and provide for experience, qualified educator mentors.
 11. The district shall provide for everyone who will be conducting performance evaluations the five (5) day Administrative Clinical Supervision training and refresher course work/professional development at a minimum every five (5) years.
 12. The district shall provide for educator use, a section of the library which will contain professional education materials.
- C. No material will be placed in a teacher's file until the teacher has had the opportunity to review such material. The teacher shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents therein.

A copy of the evaluation instrument and criteria are attached.

Marcus Whitman Central School District Teacher Evaluation Record

Teacher _____ Administrator _____

Teacher Status: (Prob. / Tenured / Non-Tenured) School Yr. 20__ - 20__

Pre-Conference _____ Observation _____ Post-Conference _____

A. Professionalism

1. Actively involved in professional development
2. Attendance
3. Demonstrates a thorough knowledge of school rules and procedures.
4. Participates in a variety of school activities, organizations, and committees.
5. Is punctual.
6. Maintains appropriate appearance.
7. Maintains professional ethics.
8. Is working toward permanent certification. (If applicable).
9. Demonstrates commitment to district goals/philosophy.
10. Works well with supervisor(s) and peers
11. Works well with school community.

<u>Satisfactory</u>	<u>Needs ImproveMent</u>	<u>Not Applicable</u>	<u>Not Observed</u>

B. Instructional Skills*

1. Exhibits knowledge of Content Area and Curriculum.
2. Demonstrates evidence of effective long and short term planning.
3. Uses effective and appropriate assessment skills.
4. Uses effective and appropriate communication skills.
5. Demonstrates knowledge of child and/or adolescent development.
6. Uses materials and resources effectively.
7. Encourages all students to achieve his/her individual potential.
8. Demonstrates effective teaching techniques.

<u>Satisfactory</u>	<u>Needs Improvement</u>	<u>Not Applicable</u>	<u>Not Observed</u>

*See attached observation

Administrator will write a narrative including suggestions for any category checked in Needs Improvement column.

Marcus Whitman Central School District Teacher Evaluation Record

C. Management Skills

1. Maintains classroom control.
2. Demonstrates effective supervision of paraprofessionals.
3. Demonstrates effective organizational skills.
4. Fulfills clerical duties promptly and accurately.
5. Maintains appropriate classroom appearance.
6. Effectively utilizes support personnel.

<u>Satisfactory</u>	<u>Needs ImproveMent</u>	<u>Not Applicable</u>	<u>Not Observed</u>

D. Personal Attributes

1. Displays a positive attitude.
2. Demonstrates cooperation and flexibility.
3. Demonstrates creativity and initiative.

<u>Satisfactory</u>	<u>Needs ImproveMent</u>	<u>Not Applicable</u>	<u>Not Observed</u>

I certify this report has been reviewed and discussed with me. I understand my signature does not necessarily signify agreement with this report.

Teacher's signature _____ Dated _____

Comments:

I certify this report has been reviewed and discussed with the above signatory.

Administrator's signature _____ Dated _____

Comments:

- C. No material will be placed in a teacher's file until the teacher has had the opportunity to review such material. The teacher shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents therein.

ARTICLE X

Leaves

- A. Association Leave

The Association will be granted a total of six (6) days during the regular school year to attend to Association-related matters. The President or his/her designee will first seek permission to be absent from the Superintendent. Such permission shall not be unreasonably withheld.

- B. Health Related Leave

Health Related Leave, serious illness or death in the family. Full-time 10 month employees shall be granted 13 days per year at full pay for personal illness, death or serious illness in the family, accumulation unlimited. In case of illness exceeding 10 days, a doctor's certificate will be furnished if requested by the Superintendent.

- C. Sick Day Bank

A Sick Day Bank will be established in the District under the following conditions:

All contributions will be voluntary.

Each member of the bargaining unit shall have the opportunity to elect to participate in the Sick Day Bank by enrolling in the Bank no later than October 1, or within 30 days of employment if hired after the beginning of the school year. Only such members will be eligible to use the days from the bank.

The Sick Day Bank may only be used for involuntary disabilities or illnesses. Medical reports by the member's physician may be required as a condition for use of the bank.

The sick days presently in the bank will remain in the bank as of the date of signing this Agreement. Contributors of those days will remain as members of the Sick Day Bank. Each new enrollee will be immediately assessed one (1) day which shall be added to the bank. When the bank has been depleted to 40 days, all members will be automatically assessed one day which will be added to the bank. This process will be repeated at any future time the bank is again depleted to 40 days.

A person will not be able to withdraw days from the sick day bank until his/her own sick leave is depleted.

A member of the sick day bank must be absent for 10 consecutive days prior to commencement of use of the Sick Day Bank.

The Sick Day Bank will be administered by the Superintendent and one faculty member from each building, appointed by the President of the Association. The Superintendent or his designee will submit a detailed report of the operation and use of the Sick Day Bank including, but not limited to, the names of each of the individuals using sick days, the type of involuntary disability or illness. The report shall be submitted to the Clerk and members of the Board of Education and the Teachers' Association on or before July 15 of each year.

D. Personal Days

At the beginning of each school year, a unit member will be credited with up to three (3) personal leave days toward a total accumulation of five (5) days. These days will not be deducted from health related or family days.

No more than five (5) personal leave days are to be used in any one year. If at the beginning of the school year, the three (3) days credited annually to the unit member would exceed five (5) total accumulated days, the excess is to be credited to the unit member's sick or family day leave.

Notification forms for personal days will be available in the main office of each building.

On the first day of fishing, pheasant, and deer season a limit to the number of teachers granted personal leave will be eight (8). If more than eight (8) teachers request leave for these days, within three (3) days before each date, the eight (8) requests granted will be determined by lot.

Unit members may not take three (3) or more personal days in a row during the first five (5) instructional days nor during the last five (5) instructional days of the school year.

No more than eight (8) unit members may take three (3) or more personal days in a row to extend the same recess or holiday period. If more than eight (8) unit members desire such usage, those who are permitted leave is to be determined by lot.

Request for personal days before vacations need to be submitted as soon as possible for planning purposes.

This process will be reviewed on June 1st of each year of the contract, if necessary.

Non-extended vacation requests. (legal, business etc.), will continue to be honored.

E. Absence Due to Quarantine

Full pay will be allowed for the duration of the quarantine.

F. Military Leave

Military leave will be granted and reinstatement made in compliance with Military Law Section 243.

G. Workmen's Compensation Cases

Absence due to injury or illness as a result of the conditions of employment and accepted as a compensation case by the Workmen's Compensation Board shall not be charged against the teacher's sick leave. He/she shall continue on full salary for a maximum of one (1) year. After the one year period, the employee would receive compensation payments from the insurance carrier until such time as the Compensation Board would render a decision.

H. Jury Duty

An employee called for Jury Duty shall receive a full day's pay from the District and the expense money paid by the judicial body. Remuneration from the judicial body will be turned over to the district.

I. Sabbatical Leave

1. Sabbatical leave of absence will be granted to members of the professional staff subject to the following conditions:
 - a. Application for sabbatical must be submitted to the Educational Program Committee (EPC) with a copy forwarded to the Superintendent. This application will include the sabbatical's purpose, including educational goals, expected professional and/or personal growth, and value to the School District. The EPC will review the application and thereafter tender its recommendation to the Superintendent by February 1. The application will be subject to the Superintendent's approval and the approval of the Board of Education.
 - b. Selection shall be announced no later than April 15.
 - c. Refused applicants shall be informed of the cause of rejection by letter.
2. Teaching personnel who have satisfactorily served seven (7) years within the district or have tenure and four (4) years previous experience are eligible for sabbatical leave.
3. Applicants for sabbatical leave will be selected on the basis of the following criteria:
 - a. Value of leave to the school system.
 - b. Quality of service
 - c. Permanently certified in his or her present teaching assignment or no less than 24 graduate hours of credit beyond provisional certification.
 - d. Number and frequency of previous leaves.
 - e. Number of years of service in the district.
 - f. Date of application.
4. At least two (2) sabbatical leaves will be granted to the professional staff if the criterion in No. 3 is met by the applicants.

5. Sabbatical leave may be taken at full pay for up to one-half (1/2) year. A sabbatical leave for greater than one-half (1/2) year will be at one-half (1/2) pay.
6. As a condition of receiving final approval for a sabbatical leave, a staff member shall file with the Clerk of the Board of Education, a written agreement stipulating that he/she will remain in the service of the district for one (1) year immediately after the expiration of the leave.
7. The applicant must, after enrolling in college, present a schedule of courses to the Superintendent. If the courses do not coincide with the proposed program, the applicant has ten (10) days in which to change the courses.
8. When an employee completes the planned program of the leave, but does not return to the district, he/she shall, within two (2) years, repay the Board of Education the amount received by him/her during the sabbatical leave.
9. When an employee does not remain for a full year, he shall repay the Board of Education in an amount which will bear the same relation to the amount granted as the unexpired period of services bears to one (1) year. This rule does not apply to cases when a person is incapacitated or on parenting leave as defined in Section L of the Marcus Whitman Teachers' Agreement. The employee must make up the year of service after the incapacitation or parental leave or the above rules apply.
10. Staff members on sabbatical leave are granted:
 - a. Reappointment to comparable positions.
 - b. Salary guide credit equal to teaching experience.
 - c. Salary recognition for college credit earned. Payment for the additional credit to begin after the necessary credentials are presented to the Superintendent.
 - d. Continued group health and dental insurance.
 - e. Continued sick leave and retirement credit.

J. Career Leave

Leaves of absence for one (1) year, without pay, may be granted by the Board of Education. Teachers having tenure would maintain tenure during the leave. Leaves of absence without pay for up to one (1) year for alternative career exploration by tenured teachers will be considered.

1. A teacher granted a leave of absence July 1 through the end of the first semester or during any part thereof will return at the next sequential step of the salary schedule. A teacher on leave must notify the District ninety (90) days prior to their anticipated return date of their intent to come back.

2. A teacher taking a leave of absence during the second semester or any part thereof will return at the next sequential step on the salary schedule. A teacher whose leave of absence extends between two semesters, but who teaches the equivalent of at least one semester will be granted a full year of credit on the salary schedule.
3. The teacher on leave will have the option of remaining in the group health and the dental plan by paying his/her own premium.
4. The teacher on leave may return to his or her tenure area. If teacher accepts an assignment other than the tenured areas, it must be assigned according to the New York State Education Law.
5. The salary schedule will govern those on leave.

A tenured teacher interested in changing tenure areas for an alternative assignment within the District may be granted up two (2) years leave from his/her current position to be granted a probationary appointment, if available and offered to the teacher in another tenure area. The initial tenured appointment will be resigned upon receipt of a tenure appointment in the new area.

K. Emergency Leave

In the event of absence due to emergencies, the Superintendent may consider such absence as part of the health related leave program.

L. Parental Leave

A parental leave of absence, without pay, shall be granted to a teacher for the purpose of parenting. A teacher shall be entitled to leave upon request to begin at any time between the commencement of pregnancy and one (1) year after a child is born.

A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required duties. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, if recommended by her physician, be charged to her available sick leave.

The leave, without pay, shall be granted for a maximum of two (2) years from the beginning of the leave.

The teacher taking the leave shall notify the Superintendent in writing of the desire to take such leave at least thirty (30) days prior to the date on which the leave is to begin, except in the case of emergency. In the notice concerning the beginning of the leave, the teacher will notify the Superintendent as to the earliest date that the teacher will return to duty.

The teacher returning from this leave shall return to the same position or an equitable position and will be placed on the next step of the salary schedule if she/he had taught one half or more of the school year in which this leave commenced.

M. Short Term Leave of Absence

Unit members will apply to the Superintendent for short term leaves of absence without pay. It is understood that if such a leave is granted by the Superintendent, all applicable health and dental coverage will remain in effect for leaves of one (1) month or shorter.

ARTICLE XI
Grievance Procedure

A. Purpose

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definitions

1. A "grievance" is a claim, by any teacher or group of teachers in the Marcus Whitman faculty based upon any event or condition affecting terms and conditions of employment as stated in this Agreement.
2. A "teacher" is any person in the unit covered by this agreement.
3. An "aggrieved party" is the teacher or group of teachers who submits a grievance or on whose behalf a grievance is submitted by the Association.

C. Submission of Grievances

1. The aggrieved party must attempt to resolve the grievance informally and in so doing shall give notice that a "grievance" is being raised by the submission of the grievance form.
2. Each grievance shall be submitted in writing on a form approved by the District. The Association shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party. (See grievance form)
3. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

- a. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievance to their building principal.
- b. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.

D. Time Limits

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

E. Grievance Procedure

1. Building principal - The building principal shall respond in writing to each grievance received. If any aggrieved party is not satisfied with the response of the building principal or if no response is received within the five (5) school days after the submission of grievance, such aggrieved party may appeal to or submit a copy of the grievance to the Superintendent.
2. Superintendent - The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) school days after it is received by him/her.

F. Arbitration

1. In the event the Association is not satisfied with the response to a grievance, it may, within fifteen (15) school days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association or the Public Employment Relations Board propose the name of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent.
2. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.
3. The arbitrator's decision will be in writing and set forth the findings, reasoning, and conclusions on the issue submitted to the arbitrator. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates 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 this Agreement.
4. The cost of the services of the arbitrator will be borne equally by the District and the Association.

5. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
6. By mutual agreement of the District and the Association more than one (1) grievance may be submitted to the same arbitrator.

Alternate: E3. Board of Education

Within five (5) days of the determination by the Superintendent if the aggrieved is not satisfied, he/she may make written request to the Board of Education for review and determination. The Board of Education or subcommittee thereof will hold a hearing within ten (10) school days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) school days after the hearing.

GRIEVANCE FORM

MARCUS WHITMAN CENTRAL SCHOOL DISTRICT
and
MARCUS WHITMAN TEACHERS' ASSOCIATION

Date of Filing _____

1. Grievant(s) _____

2. Position _____

3. Contract Provisions(s) Alleged Violated _____

4. Time, Date, Place of Occurrence _____

5. Statement of the Grievance (include events and conditions of the
Grievance and Persons Responsible) _____

6. Redress Sought _____

7. Signature of Grievant(s) _____

ARTICLE XII
Salaries and Benefits

A. Salary Schedules. The 2005-06, 2006-07 and 2007-08 salary schedules are as follows:

Salary Schedule

Step	2005-06	2006-07	2007-08
1	\$33,320	\$33,800	\$34,416
2	\$33,820	\$35,020	\$35,125
3	\$34,621	\$35,520	\$36,345
4	\$34,988	\$36,321	\$36,845
5	\$35,748	\$36,688	\$37,690
6	\$36,821	\$37,448	\$38,060
7	\$38,025	\$38,521	\$38,825
8	\$39,298	\$39,725	\$39,920
9	\$40,454	\$40,998	\$41,170
10	\$41,612	\$42,154	\$42,485
11	\$42,913	\$43,312	\$43,685
12	\$44,070	\$44,613	\$44,880
13	\$45,285	\$45,770	\$46,225
14	\$46,500	\$46,985	\$47,425
15	\$47,695	\$48,200	\$48,680
16	\$49,262	\$49,395	\$49,940
17	\$50,355	\$50,962	\$51,176
18	\$51,550	\$52,055	\$52,795
19	\$52,700	\$53,250	\$53,928

- Applicable graduate service credit hours are paid 20 each (teachers are responsible for checking their transcript).
- Master's Degree \$1,000 salary payment
- A \$500 salary increase is to be paid when moving from Step 19 to off step
- All off step unit members receive in 2005-06 – 3.5% plus \$180
- All off step unit members receive in 2006-07 – receive \$1,700
- All off step unit members receive in 2007-08 – 3.5%
- At Step 25, a \$3,500 longevity step increase
- At Step 30, a \$2,000 longevity step increase
- After 33 years of service, cost of living or negotiated raise, whatever is less

B. Eleven Month Positions: Eleven (11) month salaries will be based on the teachers' salary schedule. They will be paid a differential equal to their individual per diem rate for days in September and June when other teachers are not required to be in school. This is besides the 10% additional salary for an eleventh month of work between July 1 - August 31.

C. Credit for Teaching Experience: New teachers entering the District shall be given salary credit for each year of teaching experience outside the district up to seven (7) years. The

Superintendent may grant credit for additional years of experience at his/her discretion. Related work experience outside may be allowed up to a maximum of seven (7) steps. The provisions of this clause are not retroactive.

The Superintendent may grant transfer credit for unused sick leave at his/her discretion. The provisions of this clause are not retroactive.

D. Chaperones, Timers, and Scorekeepers

1. The rate of pay for chaperones will be:

	2005-06	2006-07	2007-08
Chaperones	18.00 first hour 13.00 each additional hour	19.00 first hour 13.00 each additional hour	20.00 first hour 14.00 each additional hour

2. Rates for timers are as follows, which include varsity & jv football, varsity & jv basketball, varsity & modified swimming, varsity & jv wrestling, varsity soccer and varsity lacrosse:

2005-06	2006-07	2007-08
25.00	26.00	27.00

3. Rates for Scorekeepers as follows:

	2005-06	2006-07	2007-08
Home Basketball Games for Official Scorekeeper – Varsity and JV (per game)	25.00	26.00	27.00

4. The rate of pay for life guarding per hour will be \$20.

E. Graduate Credit Payment: A teacher may choose salary credit or tuition reimbursement (as set forth in paragraph F. below) for successfully completed graduate study.

A sum of \$20 is reflected in the salary for every credit hour of approved study beyond the bachelor's degree. Prior approval of courses for which additional credit certification is desired shall be secured from the Superintendent.

Teachers who file grade reports or transcripts before October 1 will be paid \$20 for each credit hour during the balance of the school year. Teachers who file grade reports for transcripts October 1 through February 29 will be paid \$10 for each credit hour during the balance of the school year. The number of hours for which payment may be received will be unlimited.

At the discretion of the Superintendent, newly hired teachers may transfer approved in-service credit hours earned for salary credit on the salary schedule at the rate of 1 graduate credit hour for 15 clock hours of in-service course work.

F. Graduate Tuition Reimbursement: In lieu of Article XII, E above, a teacher shall be reimbursed for graduate tuition payments. This reimbursement will be for approved and

successfully completed graduate work (with a minimum grade of C) completed during each fiscal year. The total sum of reimbursement per credit hour will not exceed:

	2005-06	2006-07	2007-08
Per credit hour	\$325.28	\$337.48	\$350.14

After receipt of an employee's first master's degree, any reimbursement for additional courses taken will require the employee to remain in the district for one year. If an employee leaves within a year of taking an additional course they will be required to reimburse the district for that course.

These tuition payments will permanently replace salary benefits as described in Section E of Article XII for graduate hours accrued under this provision. Courses must be relevant to the teacher's certification area or assignment and must receive prior approval of the Superintendent.

This provision does not apply to long-term substitutes, but does apply on a pro-rated reimbursement basis to regular part-time teachers.

G. Master's Degree: The District will pay for your first Master's Degree at a rate of \$1,000 per year.

H. Inservice and Summer Work:

1. Credit for approved inservice courses will be granted on a basis of contact hours with one (1) unit of credit being granted for each fifteen (15) accumulated hours of contact time. The salary adjustments will be made in accordance with Section E of Article XII.
2. Teacher initiated summer work and District initiated after school inservice rates will be, unless mandated by a supervisor:

2005-06	2006-07	2007-08
\$27.00	\$28.00	\$29.00

District mandated summer work or inservice will be paid at a teacher's regular salary at a prorated basis.

I. Home Tutoring: When practical, unit members will be provided with an opportunity to do home tutoring. The rate of compensation based upon student contact time will be as follows:

	2005-06	2006-07	2007-08
Per hour	\$30.97	\$32.05	\$33.17

plus one-half hour preparation time for each two (2) hour segment of contact time. Mileage reimbursement will be provided as otherwise stated in this Article.

J. Tax Sheltered Annuities.

Unit members shall have the right to enter into an agreement with the Board of Education for the procurements of a tax sheltered annuity as per Section 403 (b)(7) of the Internal Revenue Code and New York State Education Law §3109.

Each request for vendor should be made in writing by the unit member to the Superintendent. All such requests should provide pertinent information regarding the vendor. Upon receiving such a request, the Superintendent shall direct an immediate investigation into the vendors to satisfy the district's needs/concerns.

It is understood that in approving a tax sheltered annuity vendor the Board of Education is not in any way endorsing or guaranteeing the stability of the vendor. Accordingly, the unit member shall hold the District harmless and relieve the District of any liability or claim that might result from the District's compliance with this agreement.

K. Longevity Incentive

1. The current retirement incentive will be phased out over a seven year period according to the following schedule:

Year	Percent
2003-04	85% of the current incentive
2004-05	70% of the current incentive
2005-06	55% of the current incentive
2006-07	40% of the current incentive
2007-08	25% of the current incentive
2008-09	\$5,500
2009-10	\$2,750
After 8th year	The current incentive no longer exists

2. Employees that terminate employment with the District for purposes of retirement and who qualify for normal retirement under the Teachers Retirement System shall receive the same health insurance coverage (or comparable coverage if the District changes providers) as was provided prior to such retirement for a period of no less than ten (10) years following retirement or until the employee is eligible to receive Medicare, whichever occurs earlier in accordance with the following terms:

After 10 years in the District, a member would be entitled to 40% payment of their current health policy as of June 30th of the year of retirement; after 15 years in the District, a member will be entitled to 50% payment of their current health insurance policy as of June 30th of the year of retirement; after 20 years in the District, a member will be entitled to 60% payment of their current health insurance policy as of June 30th of the year of retirement; after 25 years in the District, a member will be

entitled to 70% payment of their current health insurance policy as of June 30th of the year of retirement; after 30 years and beyond a member will be entitled to an 80% payment of their current health insurance policy as of June 30th of the year of retirement.

In addition, a member will get credit of an additional 1% for every ten sick days accumulated. If a member has enough sick days to exceed 100% of the District's contribution, then the member will receive a credit of .5% for every ten sick days accumulated and that credit will be used to increase the District's contribution above its current contribution level as of June 30th.

This sick day credit may be extended to members who have not accumulated the required days by the Superintendent. Requests for modification shall be made by the member in writing to the Superintendent detailing the circumstances of the request.

Unit members who used sick days during their years of service at the District due to a temporary disability may apply for up to thirty (30) days to be granted to be used for the sick day credit.

3. Notwithstanding the provisions of Article K.2 above, any qualifying retiree who notifies the District, in writing, before June 30th of the year of retirement that he or she has post-employment health coverage provided through another health plan shall not receive the benefit described in Article K.2 but shall instead receive a non-elective employer contribution into the retiree's 403(b) account in an amount equal to \$65 for each accumulated sick days, subject to the IRC 415(c) maximum contribution.
4. A qualifying retiree shall not have an option to receive cash for the benefits provided under Articles K.2 and K.3. Non-elective employer 403(b) contributions, if any are payable, shall be contributed into the 403(b) account of each retiree's choice. However, if the retiree fails to notify the District where to deposit the 403(b) contributions, then the District shall make the contribution into a 403(b) account established through The Legend Group for the benefit of the retiree.
5. The benefits described in Article K.2, K.3, K.4, and K.5 are only available during the first year of eligibility that the member is able to retire without penalty, unless waived by the Superintendent at his/her discretion.
6. Career Change Incentive: The local career change incentive will be as follows: The career change must be out of education in New York State for a period of 2 years. The incentive will start at ten years of service to Marcus Whitman with the individual being eligible for 25% of the difference between their teaching salary and a starting teacher's salary. This amount will increase by 5% per year up to 100% of the difference after 24 years of service to Marcus Whitman. This incentive will be

available to all teachers up through 27 years of service. The Superintendent reserves the right to offer an enhancement of this incentive at his discretion.

- L. Summer Conference/Workshop: A teacher may request to participate in a conference/workshop during the summer recess. If participation is approved by the Superintendent, the District will fund any appropriate registration, transportation, lodging and meal costs. The teacher will receive inservice credit for each approved contact hour in lieu of per diem salary payment. This is exclusive of curriculum development work, other district-assigned responsibilities, and all other specific items noted in the Agreement on inservice.
- M. NYSUT Benefit Trust: The District shall check off and remit payments to the NYSUT Benefits Trust upon submission of a signed authorization to the payroll office for any unit member. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the Association with a list of all employees from whose salaries such deductions have been made. The Marcus Whitman Teachers' Association and each unit member agree to hold the District completely harmless from any and all claims which might result from the District's implementation of this provision.
- N. Reimbursement for Mileage on Personal Car
Teachers driving their own cars on authorized school business will be reimbursed at the Internal Revenue Service rate as of July 1 of each year.
1. The District will reimburse teachers when they travel beyond local district school sites to attend workshops and conferences which are approved in advance by District administrators. This provision is exclusive of Superintendent's Conference Days.
 2. The District will reimburse teachers for travel between school buildings as required by a teacher's academic assignment or district-committee responsibilities.
 3. Mileage between local buildings will be set as follows:

Gorham to Middlesex Valley	8 miles
High School to Middlesex Valley	2 miles
High School to Gorham	5 miles
 4. Mileage claims may be made at the end of each calendar month on the designated claim form. Claims must be made within the applicable school year.
- O. Representative to the Committee on Special Education
A unit member who is appointed to serve as the Representative to Committee on Special Education will receive additional compensation if his/her daily work time is extended beyond the normal workday. If the working day is extended for the unit member serving as

the coordinator, chair, representative, athletic director or instructor, he/she shall receive a proportionate increase of his/her salary based upon the proportionate increase in daily working time.

P. Athletic Director and Dean of Students

A unit member who is appointed to the above positions will receive ten percent (10%) increase in salary for work performed during the academic year. In addition, they shall receive their per diem rate for up to twenty (20) days of work beyond the academic calendar.

Q. Health Care Program

1. The District will offer non-Monroe County Health Insurance Consortium Plan or equivalent to employees. Any employee hired after July 1, 2002, will only be offered the non-Monroe County HMO. The District will pay 87.5% of the cost of the individual or family premium. The employee's contribution of 12.5% of the cost of the program is to be made by payroll deductions. This payroll deduction is to be made on a pre-tax basis to the extent permitted by law (i.e. Internal Revenue Code).

The District will pay a portion of the premium for part time teachers and their families which will be commensurate with time worked on a pro rata basis. (If the unit employee works one half time, then the District's obligation is to pay one half of the 87.5% premium. This does not apply to substitute teachers.

2. Where a husband and wife are employed by the District, the District will only be obligated to provide and pay for one (1) family health insurance premium. The District will not be obligated to provide and pay for separate individual or separate family coverage for the other spouse. In such a case the District agrees to pay the full premium cost. In such a case neither unit member is eligible for the opt out payment contained in Section 6 which follows.

3. Those eligible employees hired before the signing of this Agreement may change their coverage during the open window period which will be each year during the month of June (coverage effective July 1).

4. In addition to the foregoing health insurance, the District will pay 50% per year towards the annual dental premium.

5. Opt Out Payment. A unit employee who is eligible for health care coverage and who elects not to join the health care plan shall receive an annual payment of money from the District of One Thousand Five Hundred Dollars (\$1,500.00) in lieu of the family plan or Seven Hundred Fifty Dollars (\$750.00) in lieu of the individual plan. This amount shall be prorated for any partial year. The unit employee is to make his/her election on the attached form and submit it during the June open window period. Each subsequent year, the unit employee must make an election so as to notify the District of his/her intention with regard to participation in the health care program.

This election to opt out will operate unless there occurs a qualifying event under which the unit employee may rejoin the health care plan such as divorce, or a death or loss of other coverage.

6. The District agrees to administer flexible spending accounts for unit members for the unit members' benefit. The contributions for these accounts will be made by the individual employees in accordance with any applicable Federal and State laws.
7. All applicable portions of the Family and Medical Leave Act will be honored.

INTERSCHOLASTIC EXTRA-CURRICULAR

Section 1 Interscholastic Competitive Group Assignments

- These groups are those that are competitive in nature and routinely compete with other schools in a formal league. The Board of Education is responsible for which competitive groups are funded.

- A. The assignment of all teachers to an interscholastic competitive duty will be made with the mutual consent of the teacher, athletic director and appropriate building administrator. Building administrators will recommend to the Superintendent those persons considered most capable of carrying out the duties and responsibilities associated with each position. Every reasonable effort will be made by building administrators to appoint qualified and teacher unit member certified district employees to these positions before soliciting any outside applications.
- B. Interscholastic competitive positions will be posted annually, at least two full school months in advance of the official starting date of the assignment. The purpose of posting all positions is to allow sufficient time for any interested member of this unit to contemplate applying for a position.
- C. Applications for consideration for these appointments must be filed with the appropriate building administrator no later than fourteen (14) calendar days after the posting date.
- D. It is understood by both parties that unusual circumstances may force the Superintendent to alter paragraphs b & c above. Examples of such may be but not limited to resignations or creation of new activities.
- E. To help the employee plan accordingly, appointments for these positions will be presented to the Board of Education as soon as possible, before the actual assumption of the assignment. A notice of this appointment will be sent to the employee after the official Board action has been approved.
- F. Compensation for Interscholastic Competitive Assignments

A. Compensation for interscholastic competitive assignments will be based on a point system. Points will be assigned for each activity based on the following criteria:

- Each point will represent between 15-20 contact hours typically one week-six days).
- Each point will be worth:

2005-06	2006-07	2007-08
\$225.00	\$230.00	\$240.00

B. A longevity increment of \$50 per year will be added after the first year completed in the assignment. No previous longevity credit will be given unless the employee has served in the same specific activity as the one currently proposed. The amount of longevity will be approved by the Superintendent.

C. If one or more positions cannot be filled, resulting in increased responsibilities to another position, the person may appeal to the building administrator for additional reimbursement based upon the extra responsibilities encountered.

D. Assignment of points for interscholastic coaching duties:

- Official State/League starting dates and the last league contest will be used to determine the length of a season for all interscholastic teams. These dates will be posted annually, before the opening of school, or as soon after they are available. This posting is the responsibility of the administration.
- The payment system will hinge primarily on the length of the athletic season as determined by the Athletic Director, High School Principal and the Superintendent of Schools.
- The Athletic Director will annually calculate the actual length of a sports season in full weeks (3 days or 15-20 normal contact hours will constitute a full week).
- The varsity level coach will be given a number of points equal to the length of the season, plus 3 points. These three points are for the added responsibility of overseeing and evaluating the entire program.
- The junior varsity coach will be given one point more than the sport value for the added responsibility of helping the entire program.
- The modified level coach will be given one point per week for the length of their season.
- If approved, a coach requesting a shorter season, will receive a point less for each week where the season is shortened. This is an individual coach request and has no bearing on other coaches.
- The head coach will be given an additional point for each level of post-season competition in which the team/individual is involved. No

additional salary if regular season and post season overlap. Sports with multiple coaches will be treated in the same fashion if this request has been made and approved in advance by the Athletic Director, High School Principal and the Superintendent.

- E. The attached chart illustrates phase in schedules for current staff. New staff will start at the base rate per the chart (unless approved longevity per Sect. 1, f.2).

Section 2 Non Competitive Activities Assignments

- These are activities that are specific to a special interest group. They include clubs, plays and musical groups. They are not academically oriented to a specific course that bears Carnegie unit credit. The Board of Education is responsible for which non competitive activities are funded.

- A. The assignment of all teachers to an activity duty will be made with the mutual consent of the teacher and appropriate building administrator. Building administrators will recommend to the Superintendent those persons considered most capable of carrying out the duties and responsibilities associated with each position. Every reasonable effort will be made by building administrators to appoint qualified and teacher unit member certified district employees to these positions before soliciting any outside applications.
- B. Activity positions will be posted annually, at least two full school months in advance of the official starting date of the assignment. The purpose of posting all positions is to allow sufficient time for any interested member of this unit to contemplate applying for a position.
- C. Applications for consideration for these appointments must be filed with the appropriate building administrator no later than fourteen (14) calendar days after the posting date.
- D. It is understood by both parties that unusual circumstances may force the Superintendent to alter paragraphs b & c above. Examples of such may be but not limited to resignations and creation of new activities.
- E. To help the employee plan accordingly, appointments for these positions will be presented to the Board of Education as soon as possible, before the actual assumption of the assignment. A notice of this appointment will be sent to the employee after the official Board action has been approved.
- F. Compensation for Activity Assignments
 - 1. Compensation for Activity Assignment will be based upon the typical number of hours spent and when those hours are during the day.
 - 2. Compensation Rates
 - a) Mainly after school \$10/hour
 - b) School and after school \$8/hour
 - c) Mainly during school hours \$6/hour

CHARTS FOR INTERSCHOLASTIC COMPETITIVE AND NON-COMPETITIVE

Extra-Curricular Schedule – Competitive

Sport	Min # Wks	Position Value	Total	Base \$225	Base \$230	Base \$240
B Soccer Head	9	3	12	2700	2760	2880
B Soccer JV	9	1	10	2250	2300	2400
B Soccer Modified	8	0	8	1800	1840	1920
G Soccer Head	9	3	12	2700	2760	2880
G Soccer JV	9	1	10	2250	2300	2400
G Soccer Modified	8	0	8	1800	1840	1920
B Football Head	9	3	12	2700	2760	2880
B Football JV	9	1	10	2250	2300	2400
B Football Asst	9	0	9	2025	2070	2160
B Football Asst	9	0	9	2025	2070	2160
B Football Modified	8	0	8	1800	1840	1920
B Football Modified	8	0	8	1800	1840	1920
G Tennis Head	7	3	10	2250	2300	2400
G Tennis JV	7	1	8	1800	1840	1920
G Tennis Modi	7	0	7	1575	1610	1680
BG Cross Country	11	0	11	2475	2530	2640
Cheerleading Fall Head	9	3	12	2700	2760	2880
Cheerleading Fall JV	9	1	10	2250	2300	2400
Cheerleading Fall Modi	9	0	9	2025	2070	2160
BG Golf	8	0	8	1800	1840	1920
G Swimming Head	11	3	14	3150	3220	3360
G Swimming Ast	11	0	11	2475	2530	2640
G Swimming Modi	9	0	9	2025	2070	2160
B Basketball Head	15	3	18	4050	4140	4320
B Basketball JV	15	1	16	3600	3680	3840
B Basketball Modi 7	8	0	8	1800	1840	1920
B Basketball Modi 8	8	0	8	1800	1840	1920
G Basketball Head	15	3	18	4050	4140	4320
G Basketball JV	15	1	16	3600	3680	3840
G Basketball Modi 7	8	0	8	1800	1840	1920
G Basketball 8	8	0	8	1800	1840	1920
B Swimming Head	14	3	17	3825	3910	4080
B Swimming Asst	14	0	14	3150	3220	3360
B Swimming Modi	9	0	9	2025	2070	2160

BG Bowling	13	0	13	2925	2990	3120
B Wrestling Head	13	3	16	3600	3680	3840
B Wrestling JV	13	1	14	3150	3220	3360
B Wrestling Modi	10	0	10	2250	2300	2400
BG Winter Track	15	3	18	4050	4140	4320
Winter Track Asst	15	0	15	3375	3450	3600
Cheerleading Winter Head	15	3	18	4050	4140	4320
Cheerleading Winter JV	15	1	16	3600	3680	3840
Cheerleading Winter Modi	8	0	8	1800	1840	1920
B Track	8	3	11	2475	2530	2640
B Track Asst	8	0	8	1800	1840	1920
G Track	8	3	11	2475	2530	2640
G Track Asst	8	0	8	1800	1840	1920
BG Track Modi	8	0	8	1800	1840	1920
B Tennis Head	9	3	12	2700	2760	2880
B Tennis JV	9	1	10	2250	2300	2400
B Tennis Modi	9	0	9	2025	2070	2160
B Baseball Head	9	3	12	2700	2760	2880
B Baseball JV	9	1	10	2250	2300	2400
B Baseball Modi	9	0	9	2025	2070	2160
G Softball Head	9	3	12	2700	2760	2880
G Softball JV	9	1	10	2250	2300	2400
G Softball Modi	9	0	9	2025	2070	2160
G Lacrosse Head	9	3	12	2700	2760	2880
G Lacrosse JV	9	1	10	2250	2300	2400
G Lacrosse Modi	9	0	9	2025	2070	2160
B Lacrosse Head	9	3	12	2700	2760	2880
B Lacrosse JV	9	1	10	2250	2300	2400
B Lacrosse Modi	9	0	9	2025	2070	2160

*if the assistant coach is needed for post-season it must be approved in advance by the Athletic Director and Head Coach.

Extra Curricular Schedule – Non-Competitive

Activity	Average Contact Hours	Mainly \$6 During School Hours	Mainly \$8 During and After School	Mainly \$10 Not During School	Salary
Jazz Ensemble – HS	200			X	2000
Jazz Ensemble – 7 th & 8 th	75	X			450
Jazz Ensemble – 6 th	45	X			270
Jazz Ensemble – Elem	45		X		360
Fall Play Director	240			X	2400
Musical Director	240			X	2400
Vocal/Instrumental Director	200			X	2000
Spring Play	240			X	2400
MS Play	200			X	2000
Freshman Advisor	40		X		320 per advisor
Sophomore Advisor	55		X		440 per advisor
Junior Advisor	75		X		600 per advisor
Senior Advisor	100		X		800 per advisor
Student Council – HS	100		X		800
Student Council – Elem	50		X		400
Honor Society	150		X		1200
Student Senate – MS	100		X		800
Year Book	120			X	1200 per advisor*
Ski Club – HS	40			X	400
Ski Club – MS	40			X	400
Ski Club Elementary	25			X	250
Masterminds	30		X		240
Art Club – MS	70	X			420
Art Club – HS	70	X			420
Horticulture Club	70		X		560
Future Educators	80		X		640
Math Olympiads	25		X		200
6 th Grade Team Leader	80		X		640
7 th Grade Team Leader	80		X		640
8 th Grade Team Leader	80		X		640
Team 7 th & 8 th Leader	80		X		640
Eco Team Leader**					
Strength Coach	240			X	2400
Tech Club – MS				X	
Tech Club – HS	200			X	2000
Intramurals				X	

*if outside of class, \$1600 per advisor

**10% of staff member's salary for extra work

All clubs will be required to submit a synopsis of club activities by June of 2006.

Music Pay Scale

Group	2005-06	2006-07	2007-08
#1	3050	3100	3150
#2	2400	2440	2480
#3	1000	1020	1040
#4	500	510	520

Group #1	Group #2	Group #3	Group #4
Marching Band Director	Marching Band Asst Director	Marching Band Percussion	Field Band Pit
Field Band Director	Field Band Asst Director	Field Band Percussion	Marching Band Visual
	Winter Guard Director	Winter Guard Asst Dir	Winter Percussion Asst Dir
		Winter Percussion Director	
		Marching Band Guard	
		Field Band Color Guard	

ARTICLE XIV
Miscellaneous & Duration of Agreement

A. Continuation of Agreement

If the succeeding Agreement is not accepted by both parties before the termination of this Agreement, this Agreement will remain in effect until such acceptance.

B. Printing and Distribution of Agreement

Copies of this Agreement shall be printed, the expense divided equally between the Board and the Association and distributed to all teachers within two months of its execution. It is understood that the Agreement will be printed in booklet form.

C. Legislative Approval.

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

Marcus Whitman Central School District

By *Keith R. Edinger*
Superintendent of Schools

Dated: *6/15/05*

Marcus Whitman Teachers' Association

By *J. Henry Lewage*
President

Dated: *6/15/05*

