

COLLECTIVE BARGAINING AGREEMENT

between the

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

and the

WILLIAMSVILLE TEACHERS' ASSOCIATION

September 1, 2021 through August 31, 2025

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COLLECTIVE BARGAINING AGREEMENT
between the
SUPERINTENDENT OF THE
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
and the
WILLIAMSVILLE TEACHERS' ASSOCIATION

The Superintendent of the Williamsville Central School District and the Williamsville Teachers' Association hereby agree as follows:

ARTICLE 1 - CONCERNING THIS AGREEMENT

1.1 TERM AND NEGOTIATION OF SUCCESSOR AGREEMENT

- 1.1.1. The term of this Agreement begins at 12:01 a.m. on September 1, 2021 and ends at midnight on August 31, 2025.
- 1.1.2. If either party desires to negotiate a successor to this Agreement, it shall so notify the other party in writing not later than January 15th of the final school year of this Agreement. The parties shall simultaneously exchange proposals no later than January 25th of the final year of this agreement. The first negotiating meeting shall take place not later than February 1st of the final school year of this Agreement unless the parties mutually agree to a different date. All negotiation meetings shall be held at a mutually agreeable time and place. As used in this paragraph, "proposals" shall mean a written statement of specific changes (i.e., additions, deletions, and replacement) to this Agreement.

1.2. DEFINITIONS

- 1.2.1. As used in this Agreement, the words and phrases set forth within quotation marks in each succeeding paragraph of this section 1.2 each have the meaning set forth in such paragraph.
- 1.2.2. "District" means the Williamsville Central School District.
- 1.2.3. "Association" means the Williamsville Teachers' Association.
- 1.2.4. "Board" means the Board of Education.
- 1.2.5. "Superintendent" means the Superintendent of Schools of the District or any other person acting as the chief school officer of the District.
- 1.2.6. "Unit Member" means an employee of the District included in the unit represented by the Association. "Teacher", "Teaching Assistant (TA)", "Nurse", "Physical Therapist (PT)", "Occupational Therapist (OT)", and "Occupational Therapy Assistant" (OTA) "Staff", or "personnel" each mean the employees of the District included in the unit represented by the Association. A word used in one gender also applies to the other gender.

- 1.2.7. "Teaching Assistants" – Shall be established as per the regulations of the Commissioner for the exclusive purpose of providing AIS. TAs may be assigned only to instruction to students removed by teachers from instruction per SAVE. Each assignment shall be discreet from the other, i.e. multiple assignments shall not be given at the same time. TAs may be hired on a part-time basis if necessary to meet the needs of students.
- 1.2.8. "Party" means the District or the Association. "Parties" means the District and the Association.
- 1.2.9. "Agreement" means this Agreement and all amendments to this Agreement which are reduced to writing, signed by duly authorized representatives of the parties, and dated during the term of this Agreement; and all appendices attached to this Agreement.

1.3. LEGAL EFFECT

- 1.3.1. 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.
- 1.3.2. If any portion of this Agreement is ruled invalid for any reason, the remainder shall remain in full force and effect.
- 1.3.3. It is understood that staff members shall serve under the direction of the Superintendent and in accordance with all District policies. This Agreement shall prevail over any conflicting District policies.
- 1.3.4. NO STRIKE CLAUSE. The Association, pursuant to the NEW YORK STATE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT, reaffirms that said organization "does not assert the right to strike against any government, to assist or participate in any strike, or to impose an obligation to conduct, assist, or participate in such strike."
- 1.3.5. The provisions of this Agreement shall be applied to each unit member without regard to his race, creed, color, sex, political party affiliation, membership or non-membership in the Association, or activity or non-activity in the Association.

1.4. COPIES

- 1.4.1. Copies - The District shall distribute to each unit member a copy of this agreement within 60 days of it being signed by both parties. The cost of printing by a union printer will be shared by the Association and the District.

ARTICLE 2 - DISTRICT — ASSOCIATION RELATIONS

2.1. RECOGNITION

- 2.1.1. The District recognizes the Association as the exclusive representative for the following unit of employees: all certified personnel (excluding current or future administrative

positions contained in the Williamsville Administrators' Association, Williamsville Coordinators' Association, or designated Managerial/Confidential), registered nurses, occupational therapists, physical therapists, and occupational therapy assistants.

2.2. OTHER MATTERS

2.2.1. The District shall deduct dues in accordance with the following procedures:

2.2.1.1. The amount of annual dues to be deducted will be certified by the Association and the Assistant Superintendent for Human Resources in writing no later than November 1st of each school year.

2.2.1.2. Deductions will begin with the second paycheck in November. The total amount of annual dues for the Association and designated affiliates will be deducted in ten equal installments. Payroll will reserve a single entry for dues deduction.

2.2.1.3. The Association and its affiliates will hold the District harmless against all claims, demands, suits and liabilities arising out of the operation of dues deductions.

2.2.2. Board agenda information will be made available to the Association either electronically or on paper on the same day the agenda is made available to Board members.

2.2.3. The District will provide the Association with a copy of the Board of Education approved Certified Personnel Report within two days of the Board of Education approval of such reports. Electronic transmission through email to the WTA President shall be the equivalent of making a paper copy available.

2.2.3.1. The Association will provide the Building Principals and the Assistant Superintendent for Human Resources, a copy of all material, at the same time that it distributes to the teachers in the buildings.

2.2.3.2. When an updated policy handbook is distributed to the administration, a copy will be made available to the WTA. When revisions of policy are made and distributed, the WTA will receive one.

2.2.4. WTA President Release Time - The WTA President will be afforded the opportunity to use the time during the day other than contact time to work on WTA business. The WTA President will be released from the responsibility of two instructional periods and/or 40% of the workday to conduct Association business. The WTA President will be required to teach three instructional periods and/or the equivalent of 60% of the regular work day. The District will pay the Association President full teacher salary and fringe benefits including but not limited to retirement, social security and health insurance payments in accordance with the terms and conditions that exist for any regular teacher. Any President during the term of this Agreement will suffer no loss in salary or benefits as the result of this arrangement upon returning to a full-time teaching assignment.

- 2.2.5. WTA Grievance Chairperson Release Time - The grievance chairperson will be afforded the opportunity to leave the building on unassigned time to work on the investigation of grievances.
- 2.2.6. Benefit Trust Release Time – The trustees shall be afforded the opportunity to use a cumulative total of 10 school days per year to attend trainings and or conferences.
- 2.2.7. The District will provide payroll deduction for VOTE/COPE and NYSUT Benefits Trust.
- 2.2.8. The District will grant leaves to persons authorized by the Association for out of district conferences, meetings and workshops without loss of pay. The total number of such leave days shall not exceed 35 and the cost to the District shall not exceed the cost of 35 substitutes. Unit members taking an association leave must notify their building principal in writing three days in advance.

ARTICLE 3 – GRIEVANCES

3.1. GENERAL MATTERS

- 3.1.1. A "grievance" is a claim that a provision of this Agreement has been violated. A "grievant" is a unit member or the Association which has submitted a grievance. As used in the grievance procedure, "working day" means a day when unit members are required to be in school. During the summer recess, "working day" means any day except Saturday, Sunday, or Independence Day. "Step 1 Administrator" means the building principal to which a unit member is assigned, or the Assistant Superintendent in the case of a unit member on the student services staff, or other administrative staff when appropriate.
- 3.1.2. If a grievance alleges a violation of this agreement which sets forth a right or privilege owing to the Association or the number of unit members aggrieved constitutes at least a majority of the members in the unit, it may be submitted by the Association directly at Step 2. If the grievance affects the majority of unit members in a building, it may be submitted by the Association directly at Step 1.
- 3.1.3. A written Grievance must be submitted on the form shown in Appendix D of this Agreement.
- 3.1.4. Grievance Representation - A grievant may be represented: (i) at Steps 1 or 2 by a person employed by the District who is a representative of the Association; (ii) at any higher step by a person who is a representative of the Association.
- 3.1.5. The grievant, the District, and the Association each will make available to the others at any step of the grievance procedure any document in its possession that is relevant to the subject matter of the grievance upon reasonable request for such document.
- 3.1.6 A grievant shall have the right to present a grievance in accordance with the provisions of this Article 3 free from coercion, interference, restraint, discrimination or reprisal by

the District, the Association, any organization with which the Association is affiliated and any unit member. A grievance (except a grievance submitted by the Association pursuant to paragraph 3.1.2 of this Agreement) may not be submitted or appealed without the written consent of each aggrieved person; provided, however, that if a grievance has been signed by more than one person and not all of the grievants consent to appeal it, then it may be appealed only by those who give their written consent and as to the others, it shall be deemed to have been satisfied by the last answer given.

- 3.1.7. The proceedings at each step of the grievance procedure shall be kept confidential by all those participating therein, but this shall not preclude: (i) review of such proceedings at a higher step, or (ii) District action to effectuate the final disposition of a grievance. The proceeding at each step below Step 3 shall be kept as informal as practicable.
- 3.1.8. By submitting a grievance to arbitration, a grievant unit member waives on his own behalf, and a grievant which is the Association waives on its own behalf and on behalf of all unit members affected by the grievance, every right, if any, which the grievant has or may have to pursue any other remedy before any hearing officer, tribunal, administrative agency or court with respect to the subject matter of the grievance.

3.2. TIME LIMITS

- 3.2.1. The time limits set forth in the grievance procedure are essential thereto. A time limit may be extended only by the mutual consent of an authorized representative of the District and of the grievant or his representative given in writing and dated and signed by them. Consent to an extension shall not be withheld unreasonably.
- 3.2.2. A grievance is barred if it is not submitted within the specified time limit at the lowest step at which this Agreement permits the grievance to be submitted. If a grievance is not answered within the specified time limit, it may be appealed to the next higher step as though it had been answered on the last allowable day. If a grievance is not appealed within the specified time limit, it shall be deemed to have been satisfied by the last answer given.
- 3.2.3. Before submitting a grievance at Step 1, the unit member must attempt to discuss his problem with the Step 1 Administrator in an effort to resolve it informally.

3.3. GRIEVANCE PROCEDURE

- 3.3.1. STEP 1: Not later than the fifteenth working day after (i) the date of the occurrence out of which the grievance arises, or (ii) after the date when the person knew or should have known of the occurrence out of which the grievance arises, whichever occurs first, a grievant shall submit his grievance to the Step 1 Administrator. A meeting between the grievant and the Step 1 Administrator will be held to discuss the grievance. The grievant may be accompanied by his Building Representative if the grievant so requests. Not later than the fifteenth working day after the day on which the grievance was submitted, the Step 1 Administrator shall give a written answer to the grievant and a copy to his Building Representative.

- 3.3.2. STEP 2: If the grievant is not satisfied with the answer at step 1, he shall file an appeal in writing with the Superintendent not later than the fifth working day after the day on which Step 1 answer is given. If the grievance is one which the Association is permitted by paragraph 3.1.2 of this Agreement to submit directly at Step 2, it must be submitted not later than the tenth working day after the day of the occurrence out of which the grievance arises. A meeting between the grievant (and his representative, if any) and the Superintendent or the designee shall be held to discuss the grievance if either requests it. Not later than the fifteenth working day after the day on which the Superintendent received the appeal or the grievance was submitted (as the case may be), the Superintendent or the designee shall give a written answer to the grievant and a copy to his representative, if any.
- 3.3.3. If the grievant and the Association are not satisfied with the answer at Step 2, then the Association may submit the grievance to binding arbitration (Step 3) not later than the fifteenth working day after the day on which the Step 2 answer was given. The submission must be made in the manner provided in paragraph 3.4.1 of this Agreement.
- 3.3.4. Interference - Neither party shall interfere with, restrain or coerce any unit member on account of his or her pursuing the grievance procedure or filing or refusing to file a grievance.

3.4. STEP 3 ARBITRATION

- 3.4.1 To submit a grievance to arbitration, the Association shall send a letter to the American Arbitration Association (AAA) and a copy of the letter to the office of the Assistant Superintendent for Human Resources. The letter must specifically identify the grievance being submitted and shall request the AAA to send the Association and to the Assistant Superintendent for Human Resources a list of fifteen names of arbitrators. Within ten working days of the day on which it receives its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send to each party a second list of fifteen names and the foregoing procedure will be followed with respect to that list. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.
- 3.4.2 The arbitrator's decision with the exception of 7.1.4 shall be the final and binding on the parties and the unit member. The arbitrator shall have no power or authority to add to, subtract from, or modify this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 3.4.3 The District and the Association shall share equally the arbitrator's fees and expenses and the fees of the AAA. If either party desires a verbatim transcript of the arbitration proceedings, it may cause such a transcript to be made provided that it furnishes one

copy each thereof to the arbitrator and to the other party. If the arbitration hearing takes place on a working day, the aggrieved person and any other unit member required by the Association as a witness shall be released from duty without pay provided that, with respect to a witness, the Association has given the District at least five working days' notice in writing that the unit member witness will be required to attend.

ARTICLE 4 – COMPENSATION

4.1. SALARY SCHEDULES

- 4.1.1. The District and the Association agree to the Salary Schedule for teachers, school counselors, social workers, psychologists, speech language pathologists, occupational therapists, and physical therapists set forth in Appendix C. Members who do not possess a master's degree shall receive ninety-five (95%) of the master's salary at each step.
- 4.1.2. The District and the Association agree to the salary schedules for TAs, RNs, and OTAs set forth in Appendix C.
- 4.1.3. Should this Agreement expire without a successor agreement having been agreed to, the increments contained in the salary schedules shall be granted.
- 4.1.4 The Parties hereby agree that for an employee to be eligible for increment movement, both during the Agreement, and should it expire without a successor, an employee must not be on the top step, and must have rendered at least one-half (1/2) work year of paid service the prior school year.

4.2. ADDITIONAL EDUCATION CREDIT FOR UNIT MEMBERS

- 4.2.1. Prior approval shall be required for all additional post-master's graduate hours salary credit. Approval will be granted for graduate courses within the teacher's Part-30 tenure area or within the civil service member's area of responsibility taken at an accredited institution of higher learning.

Online graduate courses may be approved for graduate hours salary credit for certificated staff in their Part 30 tenure area or for civil service members in their area of responsibility. Approval for online graduate coursework will only be given after confirmation of accreditation of the college or university.

Salary credit will be granted for every six (6) hours of approved graduate course work to a maximum of MA+30 hours. Payment for hours beyond the Master's degree shall be as follows:

Graduate hours earned prior to August 31, 2006:	\$407.00 per six (6) hour block
Graduate hours earned after August 31, 2006:	\$422.00 per six (6) hour block
Graduate hours earned after August 31, 2013	\$438.00 per six (6) hour block
Graduate hours earned after August 31, 2014	\$447.00 per six (6) hour block

Graduate hours earned after August 31, 2017	\$451.00 per six (6) hour block
Graduate hours earned after August 31, 2018	\$455.00 per six (6) hour block
Graduate hours earned after August 31, 2019	\$460.00 per six (6) hour block

Unit Members with an earned doctorate from an accredited institution of higher learning in their Part-30 tenure area, or their area of responsibility for civil service members, shall receive an additional stipend of \$1,268.

(Note: Unit Members who as of August 31, 2000 are being paid beyond MA+30 or for an earned doctorate shall be "grandfathered".)

- 4.2.2. District approved or mandated inservice courses that take place beyond the workday, shall be paid at a rate of \$31.83 per hour of attendance up to a maximum of 72 hours per year (\$2,291.76).

Undergraduate courses in the teacher's Part 30-tenure area (including approved online courses), that take place beyond the workday, shall be paid at the inservice rate listed above as well. The number of hours for an undergraduate course shall not exceed 13 hours per credit hour.

In all cases, online courses (excluding GCN modules) will also be considered for in-service coursework payment. The Assistant Superintendent for Human Resources or his/her designee will have the final authority regarding the approval of online courses based on the established criteria.

OTAs attending approved or mandated inservice courses will be compensated at an hourly rate as per section 9.7.

4.2.3. Science Forum.

- 4.2.3.1. The science forum shall be considered pre-approved for in-service credit for 7-12 grade science teachers;
- 4.2.3.2. Any elementary teacher (K-6 grade) who has attended Science Forum in any year since 1998-99 shall consider Science Forum pre-approved for in-service credit;
- 4.2.3.3. For any WTA member, Science Forum will be considered for in-service credit using the established criteria.

- 4.2.4. Salary credit for courses taken under 4.2.1 and credit for courses taken under 4.2.2. shall be updated on October 15th following the school year during which the courses were taken. Payment shall be retroactive to September 1st.

- 4.2.5. National Board Certification. The District will pay 50% of the application fee and the balance of fees upon completion. Upon attaining National Board Certification, a unit member shall receive an annual stipend as noted below. In addition, the District will pay for the cost of re-certification (fees only).

<u>Member</u>	<u>Certifying Organization</u>	<u>Annual Stipend</u>
Teacher	National Board for Professional Teaching Standards	\$1,030
Speech and Language Pathologist	American Speech-Language-Hearing Association	\$1,030
Physical Therapist	American Board of Physical Therapy Specialties	\$1,030
School Psychologist	National Association of School Psychologists	\$824
Occupational Therapist	National Board of Occupational Therapy	\$824
Occupational Therapy Assistant	National Board of Occupational Therapy	\$824
Nurse	National Board for Certification of School Nurses	\$309

4.3. EXPERIENCE CREDIT FOR UNIT MEMBERS

4.3.1 The Superintendent may withhold a salary increment only if the person has received two consecutive ineffective appraisals in the two years prior to the date on which such increment should be effective.

4.3.2 If a regular substitute or other unit member with a temporary appointment is given a probationary appointment, their prior years of service as a regular substitute or employee with a temporary appointment will be taken into account in placement on the salary schedule.

4.4. INITIAL EMPLOYMENT

4.4.1. A probationary unit member who begins initial employment with the District shall during the first year of employment with the District be paid at an annual salary rate agreed upon by the unit member and the District, thereby establishing placement on the salary schedule. This may include salary credit for prior teaching service, related work experience, military service, or medical experience for Civil Service members.

4.4.2. Regular substitutes and other unit members with temporary appointments: Regular substitutes and other unit members with temporary appointments will be placed on a step of the appropriate salary schedule negotiated between the unit member and the District. Full time unit members working at least five (5) months shall, upon reemployment in the same capacity the following year, move to the next step of the salary schedule. Upon reemployment in the same capacity the following year, part-time unit members will be placed on a step of the appropriate salary schedule negotiated between the unit member and the District.

4.4.3. Psychologists, Social Workers and School Counselors, Speech Language Pathologists, Occupational Therapists, and Physical Therapists will be paid at the master's plus thirty

(30) graduate credits level at the time of hire. Members practicing in any of these certification areas as of the implementation of this agreement who were hired at less than MA +30/Doctorate will be given credit for thirty (30) hours beyond the master's/doctorate.

4.5. ADDITIONAL DUTIES

4.5.1 – Team Leader

Step	<u>Beginning 2022-2023</u>
1	\$2,757
2	\$3,409
3	\$4,054

4.5.2 The stipend for coaches is set forth in Appendix B.

4.5.3 Elementary and Secondary Extracurricular Activities

- 4.5.3.1. Extracurricular activities are those generally not included in the regular school curriculum which enrich the students' experience. These activities take place on a regular basis either at some time beyond the work day or are of the nature that requires a unit member to give up released or unassigned time during the day.
- 4.5.3.2. Extracurricular activities are not to be confused with duties that occur occasionally throughout the year and are necessary adjuncts to the unit member's position. Neither are they to be classified as extracurricular even if they do occur outside of the regular work day, provided some other adjustment has been made in the unit member's load, assignment or starting time, that clearly compensates for additional assignment.
- 4.5.3.3. Extra curricular activities will be staffed on an annual basis upon the recommendation of the principal and at the principal's discretion. If the principal is satisfied with the advisor's performance and the advisor wishes to continue in the assignment, the activity will not be posted as a vacancy. If an advisor is not to be re-appointed, the principal will give the unit member a reason prior to posting the vacancy.
- 4.5.3.4. Each year all extracurricular vacancies in a building will be posted in that building. The District will select the applicant who best meets the requirements of the position. Preference will be given to Williamsville unit members if their qualifications are relatively equal.
- 4.5.3.5. A standing Extracurricular Activities Committee will consist of members from the WTA and District representatives. WTA members shall be recommended for appointment by the President of the WTA and approved by a majority vote of the Council of Delegates. District committee members shall be appointed and approved by the District Superintendent.

4.5.3.6. The Extracurricular Activities Committee shall have the following duties:

- Review all extracurricular activity evaluations between May 16 and June 15.
- The committee will determine the appropriate compensation level of each extracurricular activity for the upcoming year by referencing the work involved to run the extracurricular activity in the previous year, activity evaluations, principal comments, and the committee's evaluation guide. The compensation levels for middle and high school activities are listed in Appendix A. The compensation levels represent annual payments per activity, and must be pro-rated as needed for partial years of service and/or divided equally for activities with more than one advisor.
- After the committee designates compensation levels for each extracurricular activity not specifically named in Appendix A, they will be made available for viewing to all staff and faculty on WITS.

4.5.3.7. Extracurricular activity advisors will complete the extracurricular activity evaluation form between April 1st and May 1st. Extracurricular activity advisors will be afforded the opportunity to provide evidence as part of the annual review of extracurricular activities.

4.5.3.8. Principals will review the extracurricular activity evaluations and add any comments for the committee's review between May 1st and May 15th. Principals will inform the advisors of extracurricular activity approvals and level placement by the last day of the school year. Principals will continue to have sole authority over which clubs will run during the following school year, and these decisions shall not be subject to the grievance process.

4.5.3.9. New Extracurricular Activities may be proposed by any member. If new activities are proposed after October 15, they are not eligible for compensation for that school year unless approved by the principal. All new clubs will start at compensation level G in the first year of payment.

4.5.3.10. The elementary building principal, after consultation with the activity advisor, shall determine the minimum number of hours and the total compensation for the activity. If the number of and time requirements exceed the budgeted allocation for building extracurricular activities, a committee made up of one person selected by the Association and the Building Principal or his designee will determine the extracurricular schedule for the year. The rate per hour will be \$29.19.

4.5.4 Optional Curriculum and Staff Development Compensation

4.5.4.1. Compensation for curriculum work shall be at the hourly rate of \$29.03 up to a maximum of seven (7) hours per day.

4.5.4.2. Trainer compensation rate: Teachers, TAs, PTs, OTs and RNs who agree to serve as inservice/staff development trainers for in-district programs outside the regular workday or work year shall be compensated at \$56.03 per hour of instruction:

OTAs shall be compensated at one and one-half their hourly rates, as calculated in section 9.7.

4.5.4.3. Teacher trainer daily compensation rate during the school year shall be \$187.84.

OTAs providing training during the work year shall receive their regular pay plus an additional three hours of pay at their hourly rate for each day of inservice provided for preparation.

4.5.5 Central Treasurer Stipend

<u>Level</u>	<u>Beginning 2022-23</u>
High School	\$3,992
Middle School	\$1,868

4.5.6 Other Compensation

4.5.6.1. Intramurals

<u>Beginning 2022-23</u>
\$29.72

4.5.6.2 Unit members who chaperone students at multi-day music festivals or competitions sponsored by the ECMEA (Erie County Music Educators Association) or NYSSMA (New York State School Music Association) beyond the contractual workday will be compensated at the hourly rate of \$30.00, up to a maximum of ten (10) hours per festival or competition. Compensation under this Section is available only with prior approval, and for hours worked while responsible for the supervision of student(s) during festivals or competitions.

4.5.7 Teachers with the appropriate certification within the building shall be offered the opportunity to provide AIS before/after the student day before such work is offered to TAs at the same hourly rate. Academic intervention before or after the student day as determined by the principal and agreed to by the teacher shall be compensated at \$37.08 per hour. The aforementioned hourly rate shall be paid only for time spent directly providing AIS services to students. The rates encompass all related professional responsibilities, which are not separately compensated, such as lesson preparation, planning, assessments, and conferences and updates with other staff members. No compensation will be paid when services cannot be performed, such as when sessions are cancelled, student(s) fail to attend, or for any other reason. Nothing herein is intended to suggest that related professional responsibilities such as lesson preparation and planning duties must be separately recognized or compensated in any other section of the Contract.

- 4.5.8 All Speech Pathologists will be required to maintain a professional license in New York State (beyond that required for teacher certification purposes) and may be required to use that credential to bill Medicaid for revenues provided for Medicaid-eligible students. They shall be reimbursed by the District for all licensing fees and dues to maintain such licensure. Reimbursement will be for the maintenance of the license, not for the initial application and testing, up to a maximum of \$250 in a school year. SLPs will have two years from the date of their hire to obtain their NYS licensure.
- 4.5.9 Occupational Therapists, Physical Therapists, Occupational Therapy Assistants, Nurses, and Social Workers who are credentialed by New York State with a professional license and complete the requirements to maintain the credential required by NYS shall be reimbursed by the District for fees associated with the maintenance of the license up to a maximum of \$650 in a school year.
- 4.5.10 Full-time unit members will receive the compensation rate of \$25.75 for volunteering or agreeing to cover a class during their unscheduled time due to insufficient substitute teachers. In addition to members providing coverage during unscheduled time, teachers who agree, during a time they are scheduled to teach, to provide instruction for an additional group of students who would normally be instructed elsewhere or by another unit member, will be compensated at the same rate. For the purposes of this clause, a class shall consist of up to 45 minutes of student contact time. When there are insufficient substitute teachers in a building, the building administrators will have the ability to decide which, if any, of the classes will be covered by WTA members. (Unit members will not be compensated without pre-approval/assignment by a building administrator, unless a building administrator, due to extenuating circumstances could not be reached for pre-approval or assignment. Should this aforementioned situation arise, it is at the building administrator's discretion to determine the validity of the extenuating circumstances and whether payment for class coverage will be granted.) Efforts will be made to ensure members who are interested are given the opportunity to cover a class on a rotating basis with preference given to those in the same tenure or certification area of the class. If a member volunteers to cover a longer block of time, the amount will be prorated. (School Psychologists, School Counselors, and Social Workers will not be eligible to volunteer to cover classes unless an emergency situation arises that necessitates the use of the aforementioned members. Should the aforementioned members cover a class/classes, they will be compensated at the rate of pay established in this clause.
- 4.5.11 Association members attending CSE or CPSE meeting(s) on-site during July and August, and for whom attendance at CSE or CPSE is not part of approved summer work days, shall be compensated at an hourly rate of \$32.45 per hour, with a minimum payment of \$32.45 per occurrence. An occurrence reflects either a single meeting or consecutive, sequential meetings. Association members who are unable to attend such CSE or CPSE meeting(s) on-site and are approved to participate by electronic means (such as telephone or video call) shall receive an hourly rate of \$20.60 per hour, with a minimum payment of \$20.60 per occurrence.
- 4.5.12 School counselors, teachers on special assignment, social workers, school psychologists, and teacher(s) assigned to the District's Planetarium who are approved to report to

work over the summer will be compensated at a daily rate equivalent to 1/200th of the staff member's annual salary for the preceding school year. The 1/200th daily rate will be pro-rated as needed when less than a full day of service is approved by the appropriate administrator. The maximum number of summer days allowable for each individual will be set by the Superintendent of Schools or his/her designee prior to the conclusion of the school year.

- 4.5.13 ESOL teachers who are approved to report to work over the summer to administer screenings to new students will be compensated at a daily rate equivalent to 1/200th of the staff member's annual salary for the preceding school year. The 1/200th daily rate will be pro-rated as needed when less than a full day of service is approved by the appropriate administrator. When the District elects to utilize Association members for these purposes, the administration will solicit interest for and make a good faith effort to assign the work among those who are interested and available.
- 4.5.14 Music Organization Membership: Music teachers who pay to obtain a professional membership in NAFME (National Association for Music Education) when student(s) have qualified nationally to participate and the membership is required for them to do so, shall be reimbursed by the District for the fees associated with obtaining the membership up to a maximum of \$150.00 per school year.
- 4.5.15 Related service providers (Speech Language Pathologists, Occupational Therapists, Physical Therapists, and Occupational Therapy Assistants) who hold NYS licenses which allow them the ability to engage in the Medicaid process and are serving Medicaid-eligible students shall have one hour of time scheduled during the work week for the purpose of completing Medicaid session notes. This time shall be in addition to scheduled lunch and planning periods and not in lieu of that time. More than one hour per week may be scheduled if necessary, subject to administrative review and pre-approval.
- 4.5.16 Unit members performing the duties of Middle School Intramural Coordinator may elect each year to either be relieved of their sixth (6th) assignment duties or receive a yearly stipend of \$1803. The position will be posted and filled in accordance with section 6.2.3.2.

4.6. PAYCHECKS

- 4.6.1. Normally paychecks shall be issued to unit members every two weeks on Friday. However, when a payday falls on a school holiday or vacation period:
 - 4.6.1.1. If the payday is not more than two days after the last working day, unit members shall be given their paychecks on the last working day.
 - 4.6.1.2. If the payday is more than two days after the last working day, unit members shall be given their paychecks at the building office on or after the payday or, if a unit member so requests, his paycheck will be mailed in a self-addressed stamped envelope on the payday.

4.7. HEALTH BENEFITS

- 4.7.1 Where both spouses are employees of the District, only one may enroll in a health benefit plan providing dependent coverage if it is allowed by the carrier.
- 4.7.2. The District will pay \$1,000 annually to each employee eligible for family coverage who does not enroll in any health or dental benefits program.
- 4.7.3. The Benefit Trust, a trust established under the laws of the State of New York pursuant to a written trust agreement (The "Trust Agreement" hereafter) dated June 22, 2001 and with trustees appointed solely by the Association operated entirely by the Association shall be responsible for providing health and dental insurance for certified full-time and part-time employees (at least 0.51) who are bound by the Association bargaining agreement and its retirees with an effective date of September 1, 2001 or after.
- 4.7.3.1. Other than the payment of the contributions specified below, the District shall have no responsibility for furnishing health, dental, or other insurance to members of or retirees from the bargaining unit.
- 4.7.3.2. The Trust Agreement and any modifications of addendum thereto, will be submitted to the District solely for the purpose of ascertaining that the purposes and operation of the Benefit Fund comply with the requirements of the Collective Bargaining Agreement.
- 4.7.3.3. The Benefit Trust trustees shall furnish two (2) copies of their annual report of financial operations to the District solely for the purpose of satisfying the District's need to know that the public monies contributed to the Fund have been expended solely for the purposes consistent with this Collective Bargaining Agreement. (For the same purpose, the Fund trustees shall make the books of the Fund available for inspection by the Superintendent, or his designee, at a reasonable time and place agreed upon by both parties).
- 4.7.3.4. The WTA Benefits Trust shall continue to insure all participating members using a single carrier. Effective September 1, 2014, it is agreed that the District contribution stipulated in this paragraph will be based upon the same or comparable coverage as provided in the currently selected Independent Health Flex Fit and Aetna Dental PPO Max plans.
- 4.7.3.5. The District will contribute a portion of the actual audited cost of providing health and dental insurance, single or family, as appropriate, for enrolled members. The coverage provided will be comparable to Independent Health FlexFit and Aetna Dental PPO Max. District contribution shall be:
Beginning September 1, 2022: 86.5%
Beginning September 1, 2023: 86.0%
Beginning September 1, 2024: 85.0%
- 4.7.3.6. "Funded retirees" (i.e., those retirees who by this Collective Bargaining Agreement received monies from the District to purchase health insurance after retirement) shall have an amount equal to the cost of their coverage

deducted from their accounts and transmitted to the Benefit Trust on a monthly basis. The District shall have no obligation to furnish health or dental insurance to teacher retirees with an effective retirement date of September 1, 2001 or after.

- 4.7.3.7. The District shall continue contributions to the Trust for up to two (2) months for eligible members whose employment with the District concludes under the following conditions: a) retirement within the New York State Teachers' Retirement System and/or within the New York State Employee Retirement System and b) severance at the end of a temporary appointment excluding severance related to performance concerns and/or discipline.
- 4.7.3.8. District Contributions and Billing
- District contributions to the Benefit Trust will be made within 10 days of receiving the monthly billing statement. Additional payments for additional members shall be paid monthly.
 - Billing information, including total number of covered members, and any changes (by name and amount), shall be furnished to the District monthly. Any member (including new employees) who is employed by the District on the 15th day of the month shall be included for billing purposes.
 - Any member who resigns, retires, or takes an unpaid leave of absence on or before the 15th day of the month shall not be included in the billing. When necessary, the credits and adjustments shall be made in the month following the addition or deletion of covered members.
 - The Benefit Trust shall determine the member contribution rate for each school year on an annual basis, and utilize reserve funds as needed to accomplish the Association's required contribution percentage as listed in 4.7.3.5.
- 4.7.3.9. It shall be the responsibility of the District to:
- Provide the Benefit Trust, in a timely manner, the names, addresses and phone numbers of all new employees who qualify for benefits.
 - Notify the Benefit Trust of any C.O.B.R.A. qualifying events, of which it has knowledge, which may impact on insurance coverage.
 - Distribute enrollment forms to new employees as well as those returning from unpaid leave.
 - Forward payroll information in alpha (not numeric) order, if possible.
 - Make a separate payment, to the Benefit Trust, for "funded" retirees (typically billed semi-annually).
 - Notify the Benefit Trust, in a timely manner, when employees are entitled to insurance (as outlined above), begin unpaid leave, retire or are excessed.
- 4.7.3.10. The obligation of the District to the Benefit Trust shall be limited to making contributions to the trust in the amounts agreed to by the parties in this

Agreement. The District disclaims any responsibility to provide any of the benefits provided by the Trust to its members.

- 4.7.3.11. The Trust shall hold the District save-harmless from any penalties imposed on the Trust by any governmental agency.
- 4.7.3.12. The District and the WTABT agree to meet at least annually to engage in good-faith discussions and investigate options to potentially lower healthcare expenses and ensure that both the WTABT and District health plans are in compliance with Federal and State regulations. This may include but is not limited to engaging in combined marketing efforts, joint RFP(s), independent third-party reviews, reviews of proposed contracts or contract extensions, and/or joint contracts or contract extensions. The overall goal of these meetings will be to reduce healthcare expenses, meet our fiduciary responsibilities, and ensure regulatory compliance. This will include a review of medical and Rx claims on an aggregate basis, medical and prescription administrative fees, costs related to stop loss insurance, and to ensure that medical and prescription discounts and rebates are as competitive as possible. Each group will continue to be distinct and maintain their separate corporate identities and tax ID numbers.
- 4.7.3.13. The Benefit Trust shall cover all of its own costs related to broker fees, or else choose to utilize the District's broker at no additional cost. The Benefit Trust shall notify the District regarding its annual election for broker services, and whether broker services will be separate or combined with the District, by July 1 annually.

4.8. HEALTH BENEFITS UPON RETIREMENT

- 4.8.1 Unit members having completed fifteen (15) years of service in the district and retiring within the New York State Teachers Retirement System or the New York State Employees Retirement System will be eligible for the retirement benefit provided a written notification. For retirements to be effective July 1 – September 1, written notification is to be received by no later than March 1 of the year in which the teacher plans to retire to become eligible for the benefits contained in Article 4.8. For retirements to be effective September 2-June 30, written notification is required six months in advance to become eligible for the benefits contained in Article 4.8. Days earned shall be compensated at the rate of \$150 each up to a maximum of 205 days.
- 4.8.2 Additional health benefits into retirement will be based upon \$550 per year for each year of service prior to 1985-86; \$550 for each year of service from 1985-86 through 1995-1996 in which seven or fewer accumulative leave days were used, and \$550 for each year of service beginning 1996-97 in which five days or fewer accumulative leave days were used. Beginning on September 1, 2014, members will continue to receive \$550 for each year of service in which five days or fewer accumulative leave days were used, however, in years where no sick days are used, unit members will receive an attendance bonus of \$625 per year. (In all cases, this will exclude sick leave used for child bearing purposes).

- 4.8.3 Should a unit member with at least fifteen years of District service and a minimum of 150 accumulated days require the utilization of accumulative leave days for a catastrophic illness, within the last two years of service to the District, the health benefit will be at full per day value (\$150 per day) for each unused accumulative leave day and fifty percent of full value (\$75 per day) for each day used during the catastrophic illness.
- 4.8.4 The member will have the sum reserved for continuing payments of health benefits until depleted. In the case of death of the retiree before the full benefit is utilized, the remainder may be used by the spouse/insurable member of the immediate household for continued paid health benefits.

4.9. RETIREMENT INCENTIVE

- 4.9.1. Beginning with retirements effective July 1, 2023 or later, unit members having completed at least fifteen (15) years of service in the District and retiring into the NYSTRS or NYSERS at the conclusion of the school year when first eligible or earlier will be eligible for a retirement service benefit from the District. In order to be eligible for the retirement service benefit, for retirements to be effective July 1 – September 1, written notification is to be received by no later than February 1 of the year in which the retirement is to take place. In order to be eligible for the retirement service benefit, for retirements to be effective September 2 – June 30, written notification is required at least six months in advance. Members who were eligible to retire prior to the end of the 2022-23 school year will be considered to be first eligible at the end of the 2022-23 school year.
- 4.9.2. The retirement service benefit is calculated as 15% of the member's base salary for their final year of employment. Payment will be made in a lump sum no later than 30 days following the member's resignation date. The payment will be deposited into a 403(b) account of the member's choosing. The District shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended. Any amount in excess of the regulated limits for a year will be disbursed in subsequent years as per IRS regulations.
- 4.9.3. This retirement service benefit shall sunset in its entirety as of August 31, 2025, and have no further force or effect unless otherwise agreed to in writing.

5 – LEAVES OF ABSENCE

5.1. SHORT TERM LEAVES

- 5.1.1 Jury Duty - A unit member who has been summoned for jury duty shall be allowed to be absent to perform such duty without loss of pay provided he: (1) notified the office of the Assistant Superintendent for Human Resources and the Building Principal not later than the first school day after the unit member received his summons, (ii) If the District so requests, cooperates in seeking relief from or postponement of such duty,

and (iii) he surrenders to the District all monies paid by the court for such duty other than monies paid for reimbursement of expenses.

5.1.2 Accumulative Leave - Leave with pay shall be provided for the purposes stated herein. Unit members having a regular appointment will accrue leave days at a rate of sixteen (16) days per year to a maximum of two hundred ten (210) days. Up to three of those 16 days may be used as personal business days per school year in accordance with 5.1.2.2. Summer school leave days are addressed in Section 8.4.

5.1.2.1. Leave days - are defined as leave with pay for personal illness or leave with pay for sickness in the immediate family and/or members of immediate household, religious holidays, court appearance (other than jury duty), or emergency (unforeseen causes such as impassable roads, flooding, zero visibility, fire or commercial travel delayed beyond control). Members participating in a documented adoption process will be allowed to use leave days during the adoption process for up to six weeks of leave time.

5.1.2.2. Personal Business - Leave with pay for personal business for up to three (3) days will be granted automatically unless the number of requests for a given day exceeds eight (8) percent of the building's professional staffing allocations. In the event that the number of requests exceeds 8 percent, requests will be granted in the order in which they were submitted. Requests for personal leave must be submitted in duplicate three days in advance to the principal unless waived in writing by the principal. Any unit member with pressing personal business whose request may be denied because of the eight (8) percent limitation should discuss the request with the building principal. The principal, at his discretion, may grant the request. Personal business days cannot be used for the sole purpose of extending a break or holiday period.

5.1.3. Bereavement - Up to five (5) days of paid leave, may be utilized per occurrence of death in the employee's immediate family, up to three (3) days of paid leave per occurrence of death of immediate family of household member and up to two (2) days of paid leave per occurrence of death for a person in a close familial relationship. Use of bereavement days will not be deducted from accumulated leave.

5.1.3.1. Immediate family for bereavement under this provision would be defined as:

- a. Spouse
- b. Children
- c. Parents
- d. Brother/Sister
- e. Member of the immediate household
- f. Step-child
- g. Step-parent
- h. Step-sibling
- i. Parent-in-law

- 5.1.3.2. Three days may be used under this provision of the agreement to cover bereavement for:
- a. Grandparents
 - b. Grandchildren
 - c. Brother/Sisters-in-law

5.1.4. Unpaid Leave Days - The following guidelines will be applied in the Assistant Superintendent for Human Resources' decision to approve or disapprove requests for unpaid leave time.

5.1.4.1. Requests will generally be approved if the purpose is to:

- To address a bona fide emergency or significant health matter of an immediate family member for those individuals without available family days, and whom have exhausted conversion days.
- To celebrate or attend an event significant to a WTA member, the dates of which are beyond the control of the WTA member. Examples include 25th or 50th wedding anniversaries, college graduations for children, and to address a lifetime event of extraordinary significance (e.g., to attend a ceremony to recognize a significant personal accomplishment, or one for a parent, spouse or child).
- To be absent on a day(s) when contractually provided paid days have been exhausted.

5.1.4.2. Requests will generally be disapproved if the purpose is to:

- Accompany a spouse or partner on a company-sponsored reward or business trip.
- Shop for a primary, secondary retirement or vacation home, condominium or apartment.
- Take or extend a vacation.
- Attend a family reunion.
- Visit current or prospective colleges of a child.
- Conduct business that otherwise could be conducted at a time other than during the normal workday.

5.1.4.3. Consideration - The reasons or benchmarks listed above are illustrative only, and will be applied in the context of the recommendation of the building principal, a clear pattern of attendance over a period of three years that does not exceed an average of five days absence per year, excepting unique circumstances, and satisfactory performance assessments.

5.1.4.4. The Assistant Superintendent for Human Resources may be asked for, and will provide justification of the decision if the application is denied. The Assistant Superintendent for Human Resources decision is final and will not be subject to the agreement grievance procedure or other legal action.

5.2. LONG TERM LEAVES

5.2.1 Extended Sick Leave - Special sick leave with half-pay for family illness may be granted by the Superintendent up to the maximum of six months to an employee who has (1) been continuously employed by the District for three years, (2) exhausted his/her accumulated sick leave, (3) made application in writing to the Assistant Superintendent for Human Resources for use of days, and (4) has an attendance pattern that supports the concept of sick leave as a benefit used only as necessary.

5.2.1.1 The guideline for the number of days that may be granted at any one time will be based on one-half of the employee's number of accumulated sick leave days consecutively used to depletion. This guideline is not restrictive and may be increased or decreased as factors of length of service and the nature of illness, or recurring illness are considered.

5.2.2 Extended Leave Without Pay – Professional and Special Purpose Leaves

5.2.2.1 Unit members on extended leaves without pay, as specified in 5.2.2.3 and 5.2.2.4, shall not be paid any benefits, nor shall they accrue any additional benefits. Upon return they shall be credited with the accumulated but unused benefits they had accrued up to the last day of work prior to the commencement of the leave. Time spent on extended leave shall not be counted as service to the District for purposes of seniority or advancement on any salary schedule.

5.2.2.2. A tenured teacher or other unit member who has completed not less than three consecutive years of full time service with the District is eligible for a Professional or Special Purpose leave of absence without pay. Such leave is for no more or no less than one full school year. An extension for an additional full school year is at the sole discretion of the District. A request for such a leave shall normally be submitted to the Assistant Superintendent for Human Resources by March 1st of the school year prior to the school year when the requested leave is to begin. However, the District shall not unreasonably deny a request made after March 1st.

5.2.2.3. A Professional Leave shall be granted to a unit member who: a) requires such a leave to comply with a residency requirement for a degree; b) who has been elected to a public office other than membership on the Board, c) who has been elected to an office in New York State United Teachers or the American Federation of Teachers, or d) who has been elected President of the Association. No more than three (3) unit members may be on Professional Leave at any one time.

5.2.2.4. A Special Purpose Leave shall be granted to a unit member for personal reasons. This leave shall not be granted for the primary purpose of accepting employment with another employer.

5.2.2.5. Unit members on leave scheduled to return to work effective September 1 must provide the District his/her intent to return to work (or a request for leave extension, if contractually an option) by no later than March 1 of the year in which the teacher is on leave. For leaves scheduled to conclude at any other time during the school year, a six-month notice is required. Notification of return date will be included in the letter approving the leave of absence.

5.2.3. Child Care Leave – A unit member shall be entitled to a child care leave without pay for an infant (up to two years of age) or an adopted child (pre-school age). Two consecutive child care leaves cannot exceed 40 consecutive school months without being followed by a full ten month school year of active service (September through June or February through January).

5.2.3.1. The leave may commence at any time from the knowledge of the pregnancy for a time not to exceed two years. In case of adoption, the leave will commence with the placement of the child in the home.

If the two year return date occurs after the beginning of the second semester and before the final day of instruction, the employee will be given the option of returning to work at the start of the next school year (extending unpaid leave time beyond two years by up to 5 months).

5.2.3.2. The unit member will submit a letter requesting an unpaid child care leave as soon as possible but not later than thirty school days prior to the date the unit member desires the leave to begin. In cases of adoption, when the employee is notified of the effective date less than thirty school days, the written request for an unpaid leave will be submitted as soon as possible.

5.2.3.3. If the unit member desires to return at a time earlier than originally specified in the notice of leave, the employee may do so not later than May 1, by written notice to the Assistant Superintendent for Human Resources and provided that the return is at the beginning of the school year.

5.2.3.4. If the unit member so desires and it is agreeable to the District, the unit member may return at any time prior to the expiration of the leave.

5.2.3.5. If a unit member desires to return earlier than the specified time, the unit member will inform the District and will be returned from leave to the first available vacancy or opening created by an incumbent unit member's leave of absence within the tenure area.

5.2.3.6. Unit members on leave scheduled to return to work effective September 1 must provide the District his/her intent to return to work (or a request for leave extension, if contractually an option) by no later than March 1 of the year in which the teacher is on leave. For leaves scheduled to conclude at any other time during the school year, a six-month notice is required.

Notification of return date will be included in the letter approving the leave of absence.

5.2.4. The District agrees to return a unit member on unpaid leave as per 5.2.2 to the building from which the unit member left if the duration of leave is not more than a year. The District agrees to return a unit member on unpaid leave as per 5.2.3 to the building from which the unit member left if the duration of leave is not more than two years. In the case of a unit member who elects to take two consecutive child care leaves, the District agrees to return the unit member on unpaid leave as per 5.2.3 to the building from which the unit member left if the duration is not more than three consecutive years. If the unit member's position in that building has been abolished, the provisions of Article 6 of this Agreement shall apply.

5.2.5 Educational Leave Fund (ELF)

5.2.5.1 Purpose: The purpose of the ELF is to provide an opportunity for professional self-improvement and to enhance the educational program for students in accordance with District goals and objectives.

5.2.5.2. A tenured teacher with a Master's degree and three years of service to the District or other unit member with three (3) years of full time service to the District may apply for an Educational Leave Fund Grant.

5.2.5.3. Applications must be made in writing and presented to the building principal or immediate supervisor. Such application must give detailed information regarding the activity and relationship it will have to upgrading the skills of the staff member's current or future instructional capacity as it enhances District, building and/or team goals and objectives.

5.2.5.4. Applications will be submitted to a committee composed of two members selected by the Association and two members selected by the Superintendent. The ELF committee will notify the applicant of its decision thirty (30) days after the receipt of the application.

5.2.5.5. Length: An educational improvement program during the summer recess may be approved for up to six weeks (30 work days). During the school year an educational improvement leave may be approved for up to ten working days.

5.2.5.6. Compensation: During the regular work year the Educational Leave Fund will pay for the substitute teacher and approved expenses. During the summer, the Educational Leave Fund will pay the unit member at per diem rate of \$140 or his regular per diem rate, whichever is less. Approved expenses for registration, lodging, meals and transportation will be determined on an individual basis. Unit members shall be limited to a total of \$5,000 (pay and approved expenses) during a five-year period.

- 5.2.5.7. Funding: An amount of \$36,000 per year will be appropriated to cover funding costs of persons on educational improvement programs during the terms of this Agreement.
- 5.2.5.8. Educational leaves may be used in conjunction with teacher center offerings.
- 5.2.5.9. Travel expenses are not to exceed \$500.00 and hotel expenses are not to exceed \$150.00 per night.

5.3. SICK BANK

- 5.3.1. A sick bank, accessible to all unit members, with the exception of Regular Substitutes, is available for personal illness or injury. The sick bank would be run exclusively by the Williamsville Teacher's Association Sick Bank Committee ("WTASBC").
 - 5.3.1.1. Membership in the sick bank is mandatory for all eligible unit members.
 - 5.3.1.2. Each unit member's initial contribution to the sick bank shall be two (2) days. Any employee hired after the initial assessment shall be required to contribute two (2) days from their initial sick leave credits. Thereafter, any additional assessments shall be determined by the WTASBC. In no case may a member be allowed to contribute more days than any other member.
 - 5.3.1.3. All applications for sick bank days shall be filed with the WTASBC, who shall promulgate regulations and guidelines for access and use.
 - 5.3.1.4. Members applying for sick bank days will, as part of their application, execute a valid release of medical information document allowing the District physician to receive relevant information from the requesting member's health care practitioner.
 - 5.3.1.5. Family illness cannot be compensated by sick bank days. Unit members in need of sick leave for family illness shall be eligible for extended sick leave pursuant to Article 5.2.1.
 - 5.3.1.6. Any sick leave days contributed to the sick bank shall not be counted as "days used" for purposes of Article 4.8.2.
 - 5.3.1.7. Any sick bank days contributed by a unit member in the year of retirement shall be returned to him/her by the sick bank prior to retirement if they fall below 205 accumulated sick leave days.
 - 5.3.1.8. Anyone being paid from the sick bank shall receive his or her regular daily rate of pay, exclusive of stipends for coaching, extra-curricular advising, team leader, and any other stipends outside of the salary schedules set forth in Appendix C less the daily equivalent of any Workers' Compensation payments received.

- 5.3.1.9. The District shall be held harmless against any action brought by a member in response to denial by the WTASBC of their sick bank request.
- 5.3.1.10. Sick Bank days will be granted only in full day increments.
- 5.3.1.11. At the request of either party the District and the Association shall meet to discuss the operation of the sick bank. This language may then be amended as mutually agreed to.

ARTICLE 6 - POSITIONS

6.1. GENERAL RULES

- 6.1.1. As used in this article 6, the term "seniority" means the continuous length of time a teacher has served the District in the tenure area to which the teacher is assigned at the time in question. In the event that a choice is to be made between two or more teachers who have the same continuous length of service, seniority will be established as beginning at the time of the Board of Education decision to employ the teacher. Further, if such time of action be the same, seniority ties will be broken by the lowest N.Y.S. Teachers Retirement System number.
 - 6.1.1.1. Each school year, the Assistant Superintendent for Human Resources will make a reasonable effort to provide the President of the Williamsville Teachers' Association (WTA) the Teachers' Seniority List, updated through June 30 of the prior school year, by November 1. Questions or concerns regarding the updated list must be forwarded, in writing, to the Assistant Superintendent by December 1. A final copy of the seniority list will be sent to the President, with a copy for each building, by January 15.
- 6.1.2. As used in this article 6, the term "tenure area" means the administrative subdivision within the organization structure of a school district in which a professional educator is deemed to serve in accordance with the provisions of New York State Educational Law.
- 6.1.3. Where a Board of Education abolishes professional positions it will do so in accordance with the provisions of Educational Law.
- 6.1.4. This Article 6 applies to all tenured teachers and to probationary teachers to the extent specified herein, but it does not apply to any teachers who are on less than full-time schedule.
- 6.1.5. Except to the extent expressly provided herein, nothing in this article 6 has any application to:
 - (1) a position outside this negotiating unit;
 - (2) a summer school position;
 - (3) an adult education position; or,
 - (4) a coaching or extracurricular position.
- 6.1.6. As used in article 6, "qualifications" means the teacher certification status, current tenure area, teaching experience, specialized training, demonstrated ability to work with

peers and supervisors and the demonstrated ability to motivate and instruct students all judged in relation to the position in question. Additional qualifications may be posted or detailed prior to the interview for specific positions. In the absence of such additional qualifications, applicants will be judged on the basis of the qualifications noted in this paragraph.

6.1.7 Regular Substitutes

6.1.7.1. Regular substitutes employed for the full year and with a positive recommendation from their current principal/administrative supervisor will receive consideration for any posted vacancy for which they apply, are certified, and qualify and will be interviewed for any regular substitute vacancy for which they apply, are certified and qualify.

6.1.7.2. The District selects the candidate who best meets the requirements of the position.

6.1.7.3. All factors being equal, the District will select the regular substitute with the longest continuous service in the district for a regular substitute vacancy. A regular substitute competing for re-employment in essentially the same regular substitute vacancy in the building will receive preferential consideration.

6.2. VACANCIES

6.2.1. As used in this section 6.2, a vacancy occurs when the number of permanent appointments is less than the number of positions authorized in a given school year in a building or district wide. Part-time positions are excluded. A vacancy does not exist if a teacher on leave of absence encumbers a position.

6.2.2 If the District decides to fill a vacancy, it shall post in each building a notice which names the position and building in which it is located. The notice will specify the deadline by which teachers may submit application, which shall not be less than one week after the notice is posted. Postings will occur in the normal fashion during the summer months. A copy of all postings shall be sent to the Association secretary.

6.2.2.1. If the District decides not to fill a vacancy, it will notify the Association as soon as possible.

6.2.2.2. If the filling of a vacancy creates subsequent openings within the same tenure area, the District will not have to re-post such openings but shall consider the transfer requests on file, for the position posted and filled.

6.2.3 Filling Vacancies

6.2.3.1. In filling a non-promotional vacancy (i.e., a vacancy in other than a team leader position), the District shall select the most qualified of all the applicants, but if the District determines that two or more applicants are

relatively equal in their qualifications, then it shall select the most senior applicant.

- 6.2.3.2. In filling a promotional vacancy (e.g., a team leader position), the District shall consider seniority along with the qualifications of all the applicants.
- 6.2.3.3. In any case, each teacher who applies shall be given an interview unless there has been a previous interview within the past year by the same personnel for the same type of position.
- 6.2.3.4. Teachers who have applied for a transfer or promotional vacancy will be notified in writing as to whether or not their application was granted. If the District determines that there is no qualified applicant for a vacancy, an involuntary transfer or reassignment may be made. In any instance of such involuntary transfer or reassignment, the principal and/or the Assistant Superintendent for Human Resources shall meet with the teacher and will inform the teacher of the reasons for the transfer or reassignment. The teacher shall have the right to be accompanied by an association representative. In any case where there are two or more teachers with relatively equal qualification for the vacancy as determined by the District, the less senior teacher will be transferred or reassigned. Note: Such notification, and not the effective date of transfer of appointment, shall be applied to the time limits specified in the grievance procedure – Article 3.
- 6.2.3.5. In the case where less staff is to be employed in a building for the coming school year, voluntary transfers will be solicited through the posting process. The most senior volunteer will be transferred. If there are no volunteers for transfer, the least senior teacher within the tenure area of the position reduction will be transferred.
- 6.2.3.6. In the event of a school closing, teachers to be reassigned will be given the opportunity to indicate a preference before the reassignment is made. Where there are two or more teachers with relatively equal qualifications, as determined by the District, the more senior teachers will be given preference, subject to Section 6.1.6. Every effort will be made to reassign and notify teachers by the end of the school year.
- 6.2.3.7. Disputes regarding transfers will be resolved through the grievance procedure with the final step being a hearing by a panel made up of two administrators selected by the District and two teachers selected by the Association. A hearing will be held within thirty (30) workdays after the grievant and the Association have submitted the matter to the panel. The findings of the panel will be forwarded to the Association President and Assistant Superintendent for Human Resources within fifteen (15) workdays after the hearing has concluded. If a majority is not reached, the decision will go to arbitration in accordance with the grievance procedure.

- 6.2.4. Each spring, prior to the posting of positions for the subsequent school year, the Assistant Superintendent for HR will meet with a representative of the WTA to mutually agree on a timeline for the interview and hiring process.

6.3. TRANSFER REQUEST

- 6.3.1. Any teacher wishing to transfer within the District within his tenure area, may apply for such transfer by forwarding a statement of such desire to the Assistant Superintendent for Human Resources. Such transfer requests will be kept on file for one (1) year and are renewable. The transfer and timing of the transfer shall be in accordance with the provisions of this Agreement.

ARTICLE 7 - EMPLOYMENT CONDITIONS

7.1. PERSONNEL MATTERS

- 7.1.1. All items (except confidential items acquired by the District at the time of initial employment and confidential letters of reference) placed in a unit member's official personnel file which is maintained in the central office shall be open to inspection by the unit member by appointment with the Assistant Superintendent for Human Resources. At the time of his inspection, the unit member shall initial and date every such item in the file (not previously initialed and dated by him) as evidence that he has seen the item. At the time of his inspection, he may make a written request that he be furnished with one copy each of any such item in his file. The unit member may deliver to the Assistant Superintendent for Human Resources a written, signed and dated comment in triplicate respecting any such item in the file and one copy of the comment will be placed in the file. A unit member's official personnel file will not be open to inspection by persons who are not officials or employees of the District except upon subpoena. When any item is added to a unit member's official personnel file, a copy of that item will be sent to him at the same time.
- 7.1.2. An annual professional performance review of all professional personnel will be conducted annually in accordance with the Commissioner's Regulations. Professional performance review procedures will be applied consistently across the District.
- 7.1.2.1. A Summative Appraisal Report shall be completed for each nontenured teacher and, on a rotating basis or as deemed necessary, for tenured teachers. The Summative Appraisal Report will include input from the appraisee and appraiser and be based on multiple appraisal tools/sources of evidence. The appraisee shall sign the Summative Appraisal Report, but his signature shall indicate only completion of the appraisal process and not necessarily agreement with the appraisal. The appraisal process for a probationary teacher shall be completed not later than April 1st. Each signed Summative Appraisal Report shall be filed in the appraisee's official personnel file.
- 7.1.2.2. Tenured teachers and part-time teachers employed by the District for more than three (3) years will, on a rotating basis, be appraised through the

completion of a two (2) year Professional Study Plan. The Plan must be approved by the appraisee, appraiser, and principal or other administrator. It shall provide for a formative review after year one (1) and a summative review at the end of year two (2). Each end-of-year review shall require the signature of the appraisee, appraiser, and principal or other administrator. At the end of year two (2), the completed Professional Study Plan document shall be filed in the appraisee's official personnel file. (Note: Tenured teachers in need of improvement are not covered by this paragraph and will be appraised according to the procedures in 7.1.2.1.)

- 7.1.3. Teachers employed on probation by the District, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued, shall, at least 30 days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the Board meeting at which it is to be considered. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the District Clerk not later than seven days prior to the date of the Board meeting. This paragraph shall not be construed as modifying existing law with respect to rights of probationary teachers or the powers and duties of the board with respect to the discontinuance of services of teachers or appointments on tenure of teachers.
- 7.1.4. Just Cause Dismissal. Dismissal of TAs and teachers in the final year of probationary period under this clause will be submitted to advisory arbitration. Whenever possible, advisory arbitration will precede the Board's decision. Advisory arbitration will be expedited whenever possible.
- 7.1.5. Teachers continuing employment into the following school year shall receive their tentative teaching assignments not later than the last day of the current school year whenever practicable. It is expressly recognized that such notice of tentative assignments does not in any way preclude the District from making subsequent changes in assignments. A teacher affected by such a change shall be given notice thereof as soon as practicable after the change is made by the District.
- 7.1.5.1. After October 1, ENL teachers may have their assignments changed by the District provided the changes meet all the following criteria: [a] ENL teachers will not have the established start and end times of their work days changed unless the ENL teacher voluntarily agrees to the time change. [b] ENL teachers may be reassigned to work in different buildings for all or part of the day, should the established schedule provide such availability (non-ESOL mandated blocks of instruction). [c] ENL teachers with an established schedule of work in two or more buildings may have the allocation of time at each building altered provided those teachers are not removed from a mandated ESOL block of instruction at any building. [d] In the event that there is a need for additional ENL services, a good faith effort will be made to give additional teaching periods to a part-time

member to increase his or her assignment. [e] The District will adhere to current contractual standards regarding planning time, lunch, and travel.

7.1.6. Appraisal Process.

7.1.6.1. TAs shall be appraised following the same process as probationary teachers.

7.1.6.2. RNs shall be appraised on the designated form by the administrator of the RN's individual school building.

7.1.6.3. OT/PTs shall be appraised on the designated form by the Coordinator of Special Education.

7.1.6.4. OTAs shall be appraised on the designated form by the OT.

7.2. SCHEDULES

7.2.1. Elementary School Pupil Contact (K-4) – The two weeks preceding the last week of student attendance shall contain one half-day for Elementary students each week. On those aforementioned half-days, the remainder of the workday will be free of administrative meetings. The last student/teacher contact at the Elementary level will be a half-day free of administrative meetings. The last contractual day for Elementary staff will not be a scheduled student day of attendance unless State Education Department (SED) attendance minimums cannot be met.

7.2.2. The work year shall not exceed 189 workdays.

Up to three (3) staff development and/or Superintendent Conference days may be scheduled by the District during weekdays (excluding Labor Day and the Friday immediately preceding Labor Day) prior to the first scheduled student day. If the calendar does not permit the scheduling of such days in September, they may be scheduled the last Tuesday, Wednesday, and/or Thursday in August.

7.2.3. The length of the unit member work day (except OTAs) shall be twenty-five (25) minutes longer than the student school day as determined by the principal no later than July 1st prior to the start of the next school year. Of the 25 minutes, a minimum of five (5) minutes must be assigned before and after the student day. For the purposes of this paragraph, the student school day is defined as the time students must report to their first class/period (homebase, homeroom, etc.) to the end of the last class/period of the school day. Additional professional responsibilities including but not limited to: attendance at faculty meetings, meetings with parents, providing assistance to students, and similar activities may extend beyond the typical work day as defined above. In cases when members are receiving hourly compensation for additional responsibilities beyond the student day but during the work day, the portion of the work day displaced will be made up on the same day.

7.2.3.1. Within the current eight or nine period instructional day, secondary teachers (grades 7-12) will be scheduled for up to five (5) regularly assigned teaching

periods which may include AIS plus a sixth (6th) assignment or, respectively, not more than twenty-five (25) teaching periods and five (5) assignment periods per week.

Pupil personnel certificated staff may be assigned up to the equivalent of one semester of supervisory duty, which may be scheduled throughout a school year. Where these assignments are made, staff will be excused in cases of emergency matters related to students under their supervision. Pupil personnel staff includes counselors, psychologists, social workers and speech pathologists.

- 7.2.3.2. The sixth (6th) assignment shall consist of supervision, a clinic or AIS in accordance with 7.2.3.1 or 7.2.3.3.
- 7.2.3.3. Academic Intervention Services (AIS) - Whereas the classroom teacher continues to be the professional who is ultimately responsible for providing quality instruction to address the learning needs and outcomes of each student assigned to the teacher:
 - a. Should the District choose to assign classroom teachers in grades five and six to AIS, this assignment will not be in lieu of what is currently referred to as a "clinic", "study hall" or similar "duty" assignment and shall constitute a period of instructional time scheduled within the existing workday for such teachers.
 - b. A building principal cannot require a teacher member to provide AIS on consecutive school days. Classroom teachers may volunteer to teach AIS on consecutive days in lieu of a sixth assignment.
 - c. Classroom teachers who teach AIS as a sixth assignment will be compensated at \$1040 for each academic quarter taught (i.e., every day for 10 weeks).
- 7.2.3.4. Nothing within this Agreement shall prohibit the District from implementing a different schedule (e.g., fewer or more periods or longer or shorter periods) in which case the WTA shall have the right to negotiate the impact of that schedule. A different schedule shall not add to the length of the school day as outlined in 7.2.3.
- 7.2.3.5. TAs in middle schools will be assigned up to the same contact time (total minutes) daily as the 5th and 6th grade middle school teachers (teaching and supervision). TAs in elementary schools will be assigned up to the same contact time (total minutes) daily as elementary classroom teachers.
- 7.2.3.6. Teachers of special education classes serving students with extensive developmental delays and medically fragile students will have access to lunch/prep periods commensurate with the other teachers in the building but these periods will be scheduled by the teachers after consideration of the needs of the students and the scheduled presence of related service providers and support staff members in the classroom.

- 7.2.3.7. By mutual agreement with unit member(s), the administration may select certain unit member(s) annually for alternative or "flex" schedules, i.e., work days beginning before or after the typical work day schedule outlined in Section 7.2.3. In these cases, the work day shall remain the same length as other unit members' work days within the same building or combination of buildings. The alternative or "flex" schedule may be revoked at any time with at least 30 days' notice to the affected unit member(s).
- 7.2.4. Parent Conferences – The District shall schedule up to six (6) hours for parent conferences that will take place outside of the normal workday, TAs and nurses shall not be required to attend these conferences. These District scheduled conferences will only take place in the fall. Elementary conferences (K-4) will be scheduled Thursday evening after a full day of student attendance, Friday afternoon after a half day of student attendance and Monday afternoon after a ½ day of student attendance and Monday evening. OTAs who are requested to attend conferences by an administrator will be compensated at their hourly rate per section 9.7.
- 7.2.5. Release time for Special Education teachers, PTs, OTs, and OTAs for the purpose of writing IEPs will be approved based on need as determined by the Special Education Coordinator.
- 7.2.6. Should it become necessary to change working conditions to effectively implement the New York State Performance and Assessment Standards, the parties agree to establish a committee to make recommendations to the Superintendent and the Association's Council of Delegates. The committee shall be comprised of six (6) employees, with three (3) selected by the Superintendent and three (3) selected by the Association President. The Committee shall be charged with making recommendations for changing working conditions in order to facilitate effective implementation of the Standards. The committee will submit its recommendation to the Superintendent and the Association's Council of Delegates. Any changes in working conditions agreed to by the Superintendent and the Association's Council of Delegates shall be codified in a Memorandum of Understanding and continue until a successor Agreement is ratified by the parties.

7.3. PROJECT LEAD THE WAY (PLTW)

- 7.3.1. The District will pay the tuition, room and board for teachers who attend "Project Lead The Way" ("PLTW") courses.
- 7.3.2. Teachers who take PLTW hours shall be paid per Art. 4.2.2.
- 7.3.3. The parties agree that the total dollars paid for PLTW courses may result in a teacher exceeding the cap outlined in Article 4.2.2.

7.4. READING RECOVERY

- 7.4.1. Reading Recovery teachers require approximately seven three-hour sessions of "continuing contact" during each school year.
- 7.4.2. On days that Reading Recovery teachers attend continuing contact sessions, the teachers shall be entitled to amend their daily teaching schedule as needed.
- 7.4.3. Each time a Reading Recovery teacher attends a continuing contact session in the District from 1:00-4:00 p.m., he/she shall be credited with one hour of in-service credit.
- 7.4.4. Reading Recovery teachers who attend a continuing contact session shall be credited with one hour of in-service credit for each hour of attendance. Mileage shall also be paid in accordance with the rate and procedures established by the District.
- 7.4.5. Reading Recovery teachers who attend approved or mandated Reading Recovery conferences shall be credited with one hour of in-service credit for each hour beyond the workday. Normal procedures to obtain prior approval of in-service hours should be followed. Additional conference expenses will be reimbursed in accordance with District policy.
- 7.4.6. Salary credit for the in-service hours specified in 7.4.3 and 7.4.5 above shall be paid according to Art. 4.2.2.
- 7.4.7. The parties agree that the total dollars paid for Reading Recovery continuing contact sessions may result in a teacher exceeding the cap outlined in Article 4.2.2.
- 7.4.8. This shall be subject to annual review dependent on any changes that may be made with regard to the length of continuing contact sessions, scheduling of continuing contact sessions, and requirements concerning attendance at Reading Recovery conferences.

7.5. CSE AND CST CHAIRPERSON

- 7.5.1. Unit members who hold the positions of Committee on Special Education (CSE) or Child Support Team (CST) shall receive a stipend equivalent to the Team Leader salary schedule. If a unit member holds both of the aforementioned chairperson positions, then he/she shall receive a full Team Leader stipend for each position.
 - 7.5.1.1. Building principals shall have the discretion to appoint an administrative role filling employee of the district (i.e. paid administrative interns, employees with administrative certification or administrators) to the position of CSE Chairperson and/or CST Chairperson.
 - 7.5.1.2. If a building principal chooses not to appoint an administrative role filling employee to the position of CSE Chairperson or CST Chairperson, then the position(s) shall be posted as a promotional vacancy in accordance with 6.2.3.2

of the Collective Bargaining Agreement and receive a stipend in accordance with 4.5.1 of the Collective Bargaining Agreement.

- 7.5.1.3. All unit members fulfilling the positions of CSE and/or CST Chairperson shall receive step movement in September in accordance with 4.5.1 of the Collective Bargaining Agreement.
- 7.5.1.4. School psychologists shall be required to hold the positions of Committee on Special Education (CSE) Chairperson as assigned by the District. As compensation for completing this work each year, school psychologists shall receive a Team Leader stipend in accordance with 4.5.1. of the Collective Bargaining Agreement.

7.6. MENTOR TEACHER PROGRAM

7.6.1. Expectations for the position are as follows:

- 7.6.1.1. Mentor teachers will attend a four-day in-district training sessions which will not exceed 7 ½ hours per day.
- 7.6.1.2. Mentor teachers will be expected to spend approximately one hour per week with their assigned new teacher in approved activities.
- 7.6.1.3. Mentor teachers will be released with an appropriate substitute teacher replacement for up to two days during the school year to visit the class of their assigned new teacher and other approved activities.
- 7.6.1.4. Mentor teachers will attend approximately six scheduled meetings during the school year of approximately 1-3/4 hours in length to review the progress of the program and to receive in-service relating to the mentoring program. The aforementioned meetings may be held both during the regular workday and outside the regular workday.

7.6.2. The stipend for Mentor Teachers shall be \$1957.

7.6.3. Mentor teachers will receive the hourly inservice rate to attend activities per items 7.6.1.1 and 7.6.1.4 above.

7.6.4. The Superintendent of Schools and the President of the Williamsville Teachers' Association shall each appoint members to serve on a committee to assist in policy development of the Mentor Program. The committee will be co-chaired by the Instructional Specialist for Professional Development and the Assistant Superintendent for Instruction. The committee shall meet from time to time as convened by the co-chairs. The teacher members of the committee shall be compensated at the hourly in-service rate for work beyond their normal workday.

7.7. SECURITY CAMERAS

- 7.7.1. The District may install and use security cameras, together with the data and information collected by the District's security cameras, in its sole discretion, except as specifically set forth in this Agreement. It is agreed and understood that there will be no audio component to the security cameras installed by the District. Security cameras shall be used only in school common areas, including but not limited to, hallways, building entrances, administrative offices, parking lots, grounds, gymnasiums, and cafeterias.
- 7.7.2. The purpose of the District's security cameras is primarily to enhance student safety, to respond to illegal activities, to address activity which violates the Student Handbook and/or the District's policies and procedures, and to prevent the loss of and/or damage to District property. Security cameras shall not be used to film instruction and will not be installed in regular instructional areas such as classrooms with the exception of gymnasiums as noted in paragraph 1. The parties agree that security cameras shall not be used to review the unit member's instructional performance or in the unit member's annual evaluation process.
- 7.7.3. Data from the District's security cameras may be collected, accessed, and/or used by assigned District principals and administrators, representatives of the District, and other individuals or entities as may be necessary or required, including police liaison officers, school attorneys, school board members, law enforcement officials, and/or judicial bodies.
- 7.7.4. The District may collect, store and use data from its security cameras as evidence in a disciplinary matter against a unit member. If the District intends to use data obtained from its security cameras against a unit member in an administrative proceeding, the unit member and the Association President shall be entitled to review the data one week prior to the recommendation of disciplinary charges to the Board of Education against the unit member. The imposition of discipline against a unit member as a result of an investigation using security camera data shall be in accordance with the progressive discipline procedures pursuant to Education Law Section 3020-a; provided however that nothing herein shall be construed to limit the Superintendent's right to advance discipline where it is warranted subject to the procedures set forth in Education Law Section 3020-a.
- 7.7.5. The District may install temporary, hidden surveillance cameras, recording devices, or other technology in common areas or other areas including classrooms when, for example the District finds that there is reasonable suspicion to believe that the safety of a child or staff member may be at risk, an employee may be engaging in an activity that violates District policies and procedures, the loss of and/or damage to District property may be occurring, or similar kinds of issues not specifically enumerated here. The parties further agree that hidden surveillance cameras, recording devices, or other technology will only be used when the district believes that customary techniques of investigation (i.e. interviewing witnesses, gathering of documents, questioning person(s) suspected of wrong-doing) would not be appropriate or sufficient to

determine whether the alleged instances of wrongdoing referenced in Sentence 1 of this paragraph could be confirmed or denied.

- 7.7.5.1. Hidden surveillance cameras, recording devices, or other technology shall not be used to review the unit member's instructional performance or in the unit member's annual evaluation process.
- 7.7.5.2. The data associated with the use hidden surveillance cameras, recording devices, or other technology shall be handled in accordance with the guidelines outlined in 7.7.3 and 7.7.4.

7.8. OTHER CONDITIONS

- 7.8.1. Wherever practicable, each unit member will be notified at least a day in advance of classroom visits by persons other than members of the District staff or Board.
- 7.8.2. No unit member shall be required to transport a pupil in his personal automobile. When a unit member is requested by the District and agrees to transport a pupil, the District will assume liability to the extent covered by the District's insurance.
- 7.8.3. A unit member will have access to all District psychological, emotional and/or medical records pertaining to the students he deals with as provided by law.
- 7.8.4. Protection Against Liability Claims - Section 3023 of Education Law requires Districts to hold save harmless and protect unit members, practice teachers, authorized participants in volunteer program and employees against suits for negligence or accidental bodily injury or property damage providing such person was acting in the discharge of his/her duties within the scope of employment of his / her authorized duties Section 3028 of the Educational Law requires a District to provide an attorney and to pay the attorney's fees and expenses occurred in defense of a unit member or authorized participant in a volunteer program in either a civil or criminal action arising out of disciplinary action taken against any pupil of the District by the unit member or volunteer while acting in the discharge of his/her duties.
- 7.8.5. Employee Loss - Damage to clothing, eyeglasses, dentures or jewelry suffered by a unit member in the performance of his duties while providing protection and safety to students will be reimbursed up to a maximum of Three Hundred Fifty Dollars (\$350.00) (This will be exclusive of any insurance claim.) Report of such loss must be made to the employee's immediate supervisor before leaving the building and a written report filed within forty-eight hours of the occurrence.
- 7.8.6. Employees will not smoke in school buildings or on school grounds whether owned or leased by the District.
- 7.8.7. There shall be no layoffs or reductions in the teaching faculty as a result of the employment of TAs.

- 7.8.8. In accordance with District policy, each teacher will be responsible for determining when and how to present controversial material to students according to the student's maturity and ability. The administration shall be available to assist teachers who are in doubt concerning such controversial material. No outside speaker shall be invited to address students without prior approval by the administration.
- 7.8.9. A student teacher will not be assigned to a teacher without the teacher's consent, but this shall not preclude the assignment of student teacher to a team when someone on the team agrees to accept a student teacher.
- 7.8.10. Tuition Waiver – The District will allow unit members to enroll their children in the Williamsville School District without tuition cost subject to the following conditions.
- 7.8.10.1. Acceptance and placement of the students is reserved to the District on an annual basis, the tuition waiver will not exceed the cost of regular education program. Transportation will be the responsibility of the employee.
- 7.8.10.2. This benefit shall only be available to unit members employed prior to July 1, 2000.
- 7.8.11. The District may contract with a third party scoring vendor for the scoring of some or all of the NYS Regents exams, NYS 3-8 ELA & Math tests, NYS Science tests, and K-12 NYSESLAT. Either party may revisit this practice if concerns are raised about the vendor or the scores provided by the vendor, or if legislative changes are made that may impact this issue.

ARTICLE 8 - SUMMER SCHOOL

- 8.1. The District will determine the available summer school positions and post vacancies in each building.

Selection will be based on the following:

- 8.1.1. Applicants must have a positive recommendation from their regular school principal to receive consideration.
- 8.1.2. Teachers applying for summer school position(s) shall submit a timely and completed summer school application containing a "preference list," in rank order, for all positions for which they would like to be considered. Teachers applying for a summer school position in the subject area they have taught for twenty (20) percent of their regularly-assigned classes during the prior two (2) school years will be given preference over applicants with more seniority who have taught the subject for a lesser amount of time.
- 8.1.3. If selection is not resolved by the immediately preceding provisions, length of service in the District will be the deciding factor. The provisions of this section solely relate to staffing employees up to full-time status (1.0 FTE). Preference will be given to members with a current assignment less than 1.0 FTE before any member is offered a position

creating an assignment greater than 1.0 FTE. Further, barring emergency circumstances, assignments will only be given to members who can complete the entire assignment as scheduled, without conflict(s) or absences of which the member has prior notice.

8.1.4. In cases where additional summer school vacancies open after the initial appointments have been accepted and approved by the Board of Education, the District will continue to use the processes described in 8.1.1, 8.1.2, and 8.1.3 to fill those vacancies. This language applies to additional vacancies only and not to subsequent vacancies. Further, in the event that an additional summer school vacancy occurs within seven (7) business days before the start of a summer school class, the District may appoint a less senior member if the District determines, in its discretion, that the appointment of a more senior member would negatively impact staffing, student schedules, or student pedagogical needs, and therefore impair the effective implementation of the summer school program.

8.1.5. In cases where a class is cancelled more than three (3) business days before the start of a summer school class, the affected member shall be entitled to bump into the assignment of the least senior member in the affected member's tenure area, subject to the requirements described in 8.1.1, 8.1.2, and 8.1.3. In the event the class cancellation occurs within three (3) business days before the start of the summer school class, the District shall have discretion to deny a request to bump into the least senior member's position, if the District determines that this would negatively impact staffing, student schedules, or student pedagogical needs, and therefore impair the effective implementation of the summer school program.

8.1.6. A summer school teacher may receive a notice prior to the end of the summer that he will be formally evaluated during the next summer school session. Summer school teachers whose performance is judged to be less than satisfactory by the summer school principal will not be re-employed the next summer school session. After the interruption in service, the teacher may be re-employed in the summer school and will again be subject to the formal evaluation.

8.1.7. Qualified district applicants will be employed prior to out-of-district candidates.

8.2. Salary for summer school teachers will be in accordance with the following step schedule for a four and three-quarters (4-3/4) hour day-27 days. The summer school schedule will be uniform for all levels except district administered twelve (12) month special education programs that require a five (5) day per week summer school. Unit members providing related services may be required to fulfill five (5) day Individualized Education Program (IEP) schedules. Unit members working more or less hours or days will have their salary prorated.

8.2.1 For the purposes of pro-rating, an hourly rate for summer school shall be calculated by dividing the above salaries by 128.25 hours. The current hourly rates are as follows:

<u>Step</u>	<u>Salary</u>	<u>Hourly Rate</u>
1	\$4,432	\$34.56
2	\$4,657	\$36.31
3	\$4,850	\$37.82
4	\$5,062	\$39.47
5	\$5,583	\$43.53

8.2.2 Teachers of the kindergarten preparation program and the summer music program shall be selected according to the procedures set forth in section 8.1 of this Agreement when the District elects to utilize Association members for such purposes. They shall be compensated at the appropriate summer school hourly rate, calculated pursuant to section 8.2.1, based on the staff member's step on the salary schedule above. Postings for these positions shall indicate the approximate number of hours scheduled.

8.2.3. When the District elects to utilize Association members for such purposes, the District will solicit, prior to the end of the school year, for interested members who are appropriately certified and eligible to grade and proctor Regents exams at the conclusion of summer school. Those who perform grading or proctoring duties will be compensated at an hourly rate based on Step 1 of the schedule in section 8.2 for the hours worked (\$34.56).

8.3 The provisions of this Agreement apply only to probationary and tenured teachers. Contractual arrangements made by the District and the employment of substitute, part-time teachers and out of district teachers in the summer school program are not part of this Agreement.

8.4 Members who teach summer school shall accrue one additional sick leave day beyond the 16-day annual allotment in 5.1.2. This summer leave day may be used for instances of personal or family illness or injury only. If the summer leave day is unused, it may be banked in the member's leave bank, or cashed out on the last day of summer school for \$85.00. District employees who need an additional leave day during summer school will be allowed to use one personal business day from the personal leave allotment for the upcoming school year. (This section has no impact on 4.8.2)

ARTICLE 9 - Employment Conditions for Teaching Assistants (TA), Registered Nurses (RN), Occupational Therapists (OT), Physical Therapists (PT), and Occupational Therapy Assistants (OTA).

9.1. Step Movement – Step movement will be granted to an employee who is on the payroll for more than one-half of the preceding work year.

9.2. Seniority – Seniority shall be defined as the length of continuous employment as an RN, OT, PT and OTA in the unit beginning with the last date of employment.

9.2.1. In the instance where two or more employees have the same length of service, the RN, OT, PT or OTA with the earliest date of Board of Education action will be considered more senior. If such time of action be the same, the date of the earliest recommendation for appointment by an appropriate administrator shall prevail.

9.2.2. Time off without pay does not accrue seniority. If staff is reduced the least senior RN, OT, PT or OTA will be laid off first.

9.2.3. School Closing – In the event of a school closing, the least senior RN, OT, PT or OTA will be laid off first.

- 9.2.4. For TAs, seniority shall be governed by Article 6.1.1.
- 9.3. Posting Vacancies – TA, RN, OT, PT or OTA vacancies will be posted in each building and a copy will be mailed to the Association President. A vacancy is defined as a permanent opening that occurs in a building when the number of regularly appointed TAs, RNs, OTs, PTs or OTAs is less than the number of authorized positions and for which no permanently appointed TA, RPN, OT, PT or OTA is expected to return.
- 9.3.1 Filling Vacancies – TAs, RNs, OTs, PTs or OTAs who desire to apply for a vacancy shall submit their applications in writing within the time limits specified in the notice. Any currently employed TA, RN, OT, PT or OTA will be granted an interview for the position unless they have interviewed for the same position in the building within the last year. The filling of the job vacancy shall be on the basis of the individual who best meets the requirements of the position without regard to employment within or without the District.
- 9.3.2. Applicants for summer school positions, with a positive recommendation from their current principal/administrative supervisor, will be appointed on the basis of seniority.
- 9.4. Continuing Assignment – TAs, RNs, OTs, PTs or OTAs will continue in the same assignment for the following school year unless notified otherwise. Such notification shall be given by the last day of the school year whenever practicable. This does not preclude the District from making subsequent changes in assignments with proper notification to the employees.
- 9.5. Management Rights – All rights not expressly bargained away may be exercised as long as such actions do not violate law or the terms and conditions of this Agreement.
- 9.6. Discipline Process for RNs, OTs, PTs and OTAs
- 9.6.1. Discipline Procedures – The following procedure will be used in lieu of a Section 75 of the Civil Service Law, and shall constitute a waiver by the employee and the Association to pursue any other remedy before any court, administrator, state or federal agency for all employees. This procedure shall not preclude the parties from meeting at any time to settle differences without a hearing.
- 9.6.2. Probationary Period – All permanently appointed employees serve a one year probationary period from the effective date of employment as approved by the Board of Education. An employee's service may be terminated at any time during and up to the expiration of the probationary period with two weeks prior to written notice.
- 9.6.3. Association Representation – An employee will be allowed representation at any level of the disciplinary procedure.
- 9.6.4. Oral/Written Warning – An employee's action, on or off duty, which reflects negatively on the employment role with the District, as judged by the immediate supervisor, shall receive an oral warning. If the matter is not resolved or similar or other problems continue, the employee may receive another oral warning or a letter warning. The

employee may respond in writing to any written warnings which will be attached thereto and made part of the employee's record.

9.6.5. Suspension – Performance problems subsequent to the receipt of a letter of warning may lead to a suspension of one to three days. The employee may appeal in writing to the Assistant Superintendent for Human Resources to present his/her cases as to why the suspension would be modified or revoked. An employee with suspensions totaling more than four days in any one school year may grieve the additional suspensions in that year through the regular grievance procedure.

9.6.6. Discharge and Appeal – Continuing problems subsequent to a suspension or a single serious infraction may lead to a discharge from employment. A decision to take action will not be based on events which occurred more than three years prior to the notice of discharge. The District will notify the employee and association in writing of the effective date of discharge. In the case of a discharge, the employee, with the Association, may appeal a decision by filing for arbitration in accordance with the grievance procedure within fifteen (15) consecutive calendar days of the effective date of the discharge. Failure to file for the arbitration within the time frame specified shall pursue any other remedy before any court, administrator, state or federal agency.

9.7. An hourly rate for OTAs will be calculated by dividing their annual salary by 1,500.

9.8. The District retains its right to utilize Board of Cooperative Educational Services to provide service to students in the District. It also retains its right to allow students who reside in the District, but do not attend school in the District, to receive services from providers outside of the bargaining unit.

9.9. RNs, TAs, and OTAs requested to work summer school will be compensated at the rate which is reflective of their placement on the salary schedule found herein. For purposes of determining the appropriate schedule, these unit members who work summer school after June 30th of any year will receive their increment as well as any negotiated increase on the next year's salary schedule. OTs and PTs requested to work summer school will be compensated according to section 8.2. Should the District choose to staff a summer school program the District will attempt to fill summer school OT and PT positions with WTA members before contracting with BOCES where practicable.

9.10. When any RN, PT, OT, or OTA requests to be inoculated with the Hepatitis B vaccination, the District will provide this at no cost to the unit member.

9.11. Additional Educational Credit for OTs and PTs. A stipend as shown below for each block of six (6) graduate hours earned prior to the earning of a Master's degree will be paid up to a maximum of 30 hours.

Stipend per Block of Six:

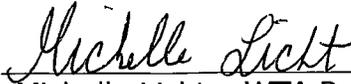
Graduate hours earned prior to 8/31/06:	\$407.00 per six (6) hour block
Graduate hours earned after 8/31/06:	\$422.00 per six (6) hour block

Graduate hours earned after 8/31/13:	\$438.00 per six (6) hour block
Graduate hours earned after 8/31/14:	\$447.00 per six (6) hour block
Graduate hours earned after 8/31/17:	\$451.00 per six (6) hour block
Graduate hours earned after 8/31/18:	\$455.00 per six (6) hour block
Graduate hours earned after 8/31/19:	\$460.00 per six (6) hour block

- 9.12. Nurses who are approved to report to work over the summer will be compensated at a daily rate equivalent to 1/200th of the staff member's annual salary for the subsequent school year. The 1/200th daily rate will be pro-rated as needed when less than a full day of service is approved by the appropriate administrator. The maximum number of summer days allowable for each individual will be set by the District administration prior to the conclusion of the school year.

ARTICLE 10 – SUBSCRIPTIONS

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names below on.:


Michelle Licht – WTA President


Darren J. Brown-Hall, Ed.D.
Superintendent of Schools


Thomas Hurley – VP Negotiations


John E. McKenna, Ed.D.
Asst. Superintendent for Human Resources


David Holtz – Team Member


Marie Balen, Ed.D.
Asst. Superintendent for Instruction

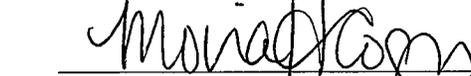

Scott Horton – Team Member

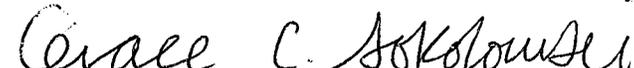

Thomas Matuski – Asst. Superintendent
for Finance & Management Services


Bernadette Pasek – Team Member


Anthony Scanzuso – Asst. Superintendent
for Exceptional Ed. & Student Services


Christopher Quill – Team Member

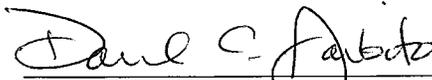

Moira H. Cooper, Esq.
Labor Relations Specialist


Grace Sokolowski – Team Member


Keith Boardman – Principal


Krista Witkop – Team Member


Jeffrey Jachlewski, Ed.D. – Principal


Daniel Zambito – Team Member


Andrew Bowen – Principal

APPENDIX A—EXTRACURRICULAR SALARY SCHEDULES

Middle School and High School Extracurricular Activities Compensation Levels	
Level A	\$1,648
Level B	\$1,339
Level C	\$1,185
Level D	\$1,030
Level E	\$824
Level F	\$618
Level G	\$464

Established Compensation Levels	
The following extracurricular activities are not subject to the levelling process and are predetermined as follows:	
High School Yearbook	\$4,532
High School Musical Director	\$3,399
High School Student Council Advisor	\$2,781
Senior Class Advisor	\$2,781
High School Link Crew	\$2,266
Middle School Web Crew	\$2,266
High School Sources of Strength	\$2,266
Middle School Talent Show or Middle School Variety Show	\$2,266
Junior Class Advisor	\$1,648
Freshman and Sophomore Class Advisor	\$1,133

APPENDIX B

INTERSCHOLASTIC ATHLETICS COACHING SCHEDULE

	Step 1A	Step 2A	Step 3A	Step 4A
	1B	2B	3B	4B
Alpine Skiing	3642	4249	4868	5566
Baseball, V (B)	3356	3914	4484	5126
Baseball, JV (B)	2741	3208	3680	4191
Baseball, Modified	2384	2780	3193	3651
Basketball, V (B&G)	4607	5261	5953	6772
Basketball, JV (B&G)	3323	3877	4441	5078
Basketball, Modified (B&G)	2840	3316	3786	4334
Basketball, Unified	3323	3877	4441	5078
Bowling (B&G)	2320	2718	3111	3564
Cheerleading, V	3185	3676	4161	4694
Cheerleading, JV	2657	3041	3439	3893
Cross Country, V (B&G)	3295	3847	4400	5109
Cross Country, Modified (B&G)	2339	2740	3138	3594
Field Hockey, V (G)	4035	4708	5394	6171
Field Hockey, JV (G)	3056	3577	4104	4673
Field Hockey Modified (G)	2203	2567	2948	3374
Football, V (B)**	5161	6007	6897	7957
Football, Asst (B)**	4609	5381	6165	7056
Football, Head, Mod (B)	3075	3587	4098	4685
Football, Asst. Mod (B)	2418	2823	3243	3714
Golf (B&G)	2553	2979	3420	3912
Gymnastics, V (B&G)	3753	4376	5008	5732
Gymnastics, Asst. (B&G)	2936	3434	3941	4488
Ice Hockey, Varsity	4437	5068	5733	6523
Ice Hockey, Varsity Asst.	3323	3877	4441	5078

	Step	Step	Step	Step
	1A	2A	3A	4A
	1B	2B	3B	4B
Lacrosse, V (B&G)	3356	3914	4484	5126
Lacrosse, JV (B&G)	2741	3208	3680	4191
Lacrosse, Modified (B&G)	2384	2780	3193	3651
Lacrosse, Var. Asst. (B&G)	2741	3208	3680	4191
Soccer, V (B&G)	4035	4708	5394	6171
Soccer, JV (B&G)	3056	3577	4104	4673
Soccer, Modified (B&G)	2203	2567	2948	3374
Softball, V (G)	3356	3914	4484	5126
Softball, JV (G)	2741	3208	3680	4191
Softball, Modified (G)	2384	2780	3193	3651
Swim, Varsity (B&G)	4423	5093	5804	6654
Swim, Asst. (B)	3171	3705	4242	4861
Swim, Asst. (G)	2903	3386	3886	4444
Swim, Modified Comb.	2339	2740	3138	3594
Tennis (B&G)	3270	3742	4233	4857
Track, Varsity (B&G)	3749	4376	5014	5736
Track, Asst. (B&G)	2791	3265	3744	4266
Track, Indoor Comb.	3642	4249	4868	5566
Track, Asst. Indoor Comb.	2840	3316	3786	4334
Track, Modified (B&G)	2339	2740	3138	3594
Volleyball, V (B&G)	4035	4707	5394	6171
Volleyball, JV (B&G)	3056	3578	4104	4673
Volleyball, Modified (B&G)	2203	2567	2948	3374
Wrestling, V (B)	4620	5261	5953	6772
Wrestling, Asst. (B)	3305	3851	4414	5049
Wrestling, Modified	2339	2740	3138	3594
Weight Training / Season	1519	1732	1962	2234
Faculty Manager	12502			

INTERSCHOLASTIC ATHLETICS COACHING SCHEDULE NOTES

- Two year interval between steps.
- Promotion to a higher step may be withheld only if the coach has received an unsatisfactory evaluation.
- An approved leave does not interrupt continuity of service.
- If a person returns to coaching after his/her continuous service has been interrupted for reasons other than approved leave, the salary step on which he/she returns shall be determined by the Director of Athletics and the Assistant Superintendent for Human Resources.
- After 15 years of coaching in the Williamsville School District, a coach will receive a career increment of 10% of his highest coaching salary.
- Changes in length of season of any sport (mandated by the State, Section or League) will result in a proportional change in the stipend.

INTERSCHOLASTIC PROCTORING

<u>Interscholastic Proctors</u>	<u>Beginning 2022-23</u>
Head Football Proctor, Head Basketball Proctor	82.00
Football – Proctor/Tickets, Hockey (B&G) & Basketball (G) Proctor	57.50
JV/Varsity Basketball Proctor (B)	57.06
JV/Varsity Basketball Timer (B), Basketball Timer (G)	62.21
Modified Basketball Proctor (B)	44.28
Modified Basketball Timer (B)	52.68
Wrestling Timer	62.21
Head Wrestling Proctor	71.17
Middle School – Proctor, Timer	41.00

APPENDIX C—SALARY SCHEDULES

Master’s Salary Schedule

<u>Step</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	\$43,200	\$43,200	\$43,200
2	\$45,900	\$45,900	\$45,900
3	\$47,800	\$47,800	\$47,800
4	\$50,050	\$50,050	\$50,050
5	\$52,800	\$52,800	\$52,800
6	\$53,800	\$53,800	\$53,800
7	\$56,300	\$56,300	\$56,300
8	\$59,800	\$59,800	\$59,800
9	\$63,550	\$63,550	\$63,550
10	\$66,800	\$66,800	\$66,800
11	\$69,800	\$69,800	\$69,800
12	\$74,800	\$74,800	\$74,800
13	\$78,300	\$78,300	\$78,300
14	\$81,550	\$81,550	\$81,550
15	\$84,550	\$84,550	\$84,550
16	\$101,250	\$101,250	\$101,250
17	\$103,850	\$105,350	\$106,850

Post-master’s approved graduate hours earned shall be paid at the following rates:

- Graduate hours earned prior to August 31, 2006: \$407.00 per six (6) hour block
- Graduate hours earned after August 31, 2006: \$422.00 per six (6) hour block
- Graduate hours earned after August 31, 2013: \$438.00 per six (6) hour block
- Graduate hours earned after August 31, 2014: \$447.00 per six (6) hour block
- Graduate hours earned after August 31, 2017: \$451.00 per six (6) hour block
- Graduate hours earned after August 31, 2018: \$455.00 per six (6) hour block
- Graduate hours earned after August 31, 2019: \$460.00 per six (6) hour block

Unit Members with an earned doctorate from an accredited institution of higher learning in their Part-30 tenure area, or their area of responsibility for civil service members, shall receive an additional stipend of \$1,268

Nurse Salary Schedule

<u>Step</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	\$34,350	\$34,350	\$34,350
2	\$37,000	\$37,000	\$37,000
3	\$38,150	\$38,150	\$38,150
4	\$40,200	\$40,200	\$40,200
5	\$42,350	\$42,350	\$42,350
6	\$44,650	\$44,650	\$44,650
7	\$47,100	\$47,100	\$47,100
8	\$49,650	\$49,650	\$49,650
9	\$52,300	\$52,300	\$52,300
10	\$55,150	\$55,150	\$55,150
11	\$61,250	\$61,250	\$61,250
12	\$64,600	\$64,600	\$64,600
13		\$66,100	\$68,100

Nurses with the following degrees in nursing from an accredited institution of higher learning will receive the following annual stipends:

- 3 year degree - **\$258**
- BA degree - **\$567**
- MS degree - **\$773**

OTA Salary Schedule

<u>Step</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	\$25,900	\$26,400	\$26,600
2	\$26,650	\$27,150	\$27,350
3	\$27,400	\$27,900	\$28,100
4	\$28,150	\$28,650	\$28,850
5	\$28,900	\$29,400	\$29,600
6	\$29,650	\$30,150	\$30,350
7	\$30,400	\$30,900	\$31,100
8	\$31,150	\$31,650	\$31,850
9	\$31,900	\$32,400	\$32,600
10	\$32,650	\$33,150	\$33,350
11	\$33,400	\$33,900	\$34,100
12	\$34,900	\$35,400	\$35,600
13	\$36,400	\$36,900	\$37,100
14	\$37,900	\$38,400	\$38,600
15	\$39,400	\$39,900	\$40,100
16	\$47,600	\$48,100	\$48,600

Teaching Assistant Salary Schedule

<u>Step</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	\$33,600	\$34,000	\$34,200
2	\$34,600	\$35,000	\$35,200
3	\$35,600	\$36,000	\$36,200
4	\$36,600	\$37,000	\$37,200
5	\$37,600	\$38,000	\$38,200
6	\$38,600	\$39,000	\$39,400

APPENDIX D

Grievance Form

NOTE: Fill out in triplicate. Give one copy to Building Principal or appropriate administrator, and one copy to Association Building Representative. Retain one copy.

TO: (Administrator's Name): _____

GRIEVANT'S NAME*: _____

BUILDING: _____

GRADE OR SUBJECT: _____

(1) What action did the District take or fail to take the grievant is complaining of?

(2) When did this act or failure to act occur? _____

(3) What provision(s) of the Agreement did this act or failure to act violate? _____

(4) What action does the grievant want the District to take to correct the situation?

Grievant's Signature: _____

Date Grievance Submitted: _____

*If there is more than one grievant, each must sign and give the same information on an attached sheet.