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**AGREEMENT BETWEEN THE
CHEEKTOWAGA CENTRAL
TEACHERS' ASSOCIATION AND
THE
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
FOR THE PERIOD**

July 1, 2015 to June 30, 2018

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ARTICLE 1
DEFINITIONS, RECOGNITION AND DURATION

A. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

1. "Association" shall mean the employee labor organization known as the Cheektowaga Central Teachers' Association.

2. "Association members" shall mean and consist of only the following types of District employees who are represented exclusively by the Association pursuant to the recognition clause contained in this Article: those assigned as teachers and teaching assistants in the regular day school instructional program and all those employed as per session teachers and per session teaching assistants, excluding all full time administrative personnel employed by the District.

3. "Board" and "Board of Education" shall both mean the Board of Education of the Cheektowaga Central School District, consisting of the elected members chosen by the eligible voters of the District.

4. "District" shall mean the Cheektowaga Central School District, in the Township of Cheektowaga, County of Erie, and State of New York.

5. "Fiscal Year" shall mean July 1 to June 30; e.g., July 1, 2006 to June 30, 2007.

6. "per session teachers" shall refer to properly certified individuals who receive a temporary teaching appointment from the Board for not less than one full school year, and who are represented exclusively by the Association under the terms of this Article.

7. "per session teaching assistants" shall refer to properly certified individuals who receive a temporary teaching assistant appointment from the Board for not less than one full school year, and who are represented exclusively by the Association under the terms of this Article.

8. "Superintendent" shall mean the Superintendent of the Cheektowaga Central School District, Town of Cheektowaga, County of Erie, and State of New York.

9. "School Year" shall mean the period of time from September 1 through June 30.

10. "teachers" shall refer to all regularly assigned teachers represented exclusively by the Association under the terms of this Article.

11. "teaching assistants" shall refer to all regularly assigned teaching assistants represented exclusively by the Association under the terms of this Article.

12. "teaching staff" shall refer collectively to all regularly assigned teachers and teaching assistants represented exclusively by the Association under the terms of this Article.

13. "small group" shall refer to remediation time given during the Middle School day.

14. "homeroom" shall refer to any time when daily attendance is taken, the pledge is said, information is disseminated and announcements occur.

15. "hall duty" shall refer to any hall supervisory duty which takes place during the student day.

16. "record keeping/rating day" refers to any day used for the purpose of report card grading, compiling portfolios, completing cumulative record folders, and progress monitoring for RTIm.

17. "Alternative Planning Period" refers to a period of time used on a daily basis for the purpose of student intakes/parent conferences, student updates and planning.

18. "Between Buildings" Between any of the following buildings: Union East, Middle School, High School, Pine Hill Education Center.

B. RECOGNITION, DURATION AND EFFECTIVE DATES

The parties to this Agreement are the Board of Education and the Association. The Board hereby recognizes the Association as the exclusive negotiating agent of all Association members. This contract is for a three year period from July 1, 2015 and ending June 30, 2018.

ARTICLE 2 EVALUATIONS, PERSONNEL FILES, AND DISCIPLINE

The Parties agree that Section A of this Article is subject to the continued negotiations between the Parties over the implementation of the requirements of N.Y. Education Law §3012-c.

A. EVALUATIONS

The parties agree that during the term of this Agreement they will follow the procedure outlined below and that, to the fullest extent permitted by law, such procedure will supersede any conflicting Board policies, handbooks or other materials now in existence relative to the observation, evaluation and personnel files of teaching staff.

1. All written evaluations will be made only by administrative personnel. Supervisory teachers (i.e., curriculum coordinators, leaders, and assistants, and team leaders) shall be expected to provide departmental and team leadership, to observe and to assist all department and team members, and to keep the administration fully apprised of the progress and professional development of their teams, departments and team and department members to make

recommendations with regard to tenure or probationary status. All such recommendations are the sole prerogative and responsibility of the administrative staff.

It is clearly understood that the observations and recommendations of the supervisory teacher as reported to the administration may form a part of the administrator's reports and serve as a part of the supporting material upon which the administrator may make his/her recommendations.

2. All monitoring or observation of work performance will be conducted openly. Public address system and or recording devices shall not be used by administrators and supervisors for evaluation purposes without the knowledge of the employee being evaluated. It is understood that data gathered through the audio and all information garnered from said technology will not be used to discipline any member of the CCTA unless it pertains to a safety or security issue.
3. Teaching staff members who have been evaluated will be given a copy of the observation reports prepared by their supervisors within five (5) days following the observation, after which the evaluated employee must sign and return a copy of the observation report to the observer within five (5) days of receipt. Year-end conferences which include the local APPR score, will be completed no later than the last staff day in June. The year-end evaluation APPR score will be finalized upon the receipt of the State Education Department (SED) data report and in compliance with the APPR document. No observation reports or year-end evaluation reports shall be submitted to central administration, placed in the employee's file, or otherwise be acted upon without a prior conference with the evaluated employee.
4. Probationary employees: The provisions of this Article shall not apply to probationary employees except in the following respects: every probationary employee will be evaluated at least once during each probationary school year. He/she will receive a written summary of the evaluation after the conference which will contain an enumeration of deficiencies and strengths. If this is not done, the probationary teacher may grieve the breach of procedure but not the substantive evaluation, which will be controlled by the provisions of the Education Law of New York. The personnel files of every probationary employee will be available on the same terms as tenured teaching staff.

At least 120 days prior to the expiration of his/her probationary period, each probationary employee will be informed of the Superintendent's decision as to whether he/she shall be recommended to the Board for tenure. Furthermore, in the event of receiving the Superintendent's recommendation to be granted tenure, the employee shall be informed of the final action of the Board not later than ninety (90) days prior to the expiration of his/her probationary period.

The Superintendent may recommend for tenure any probationary teaching staff member with two (2) continuous years of service in the District if such employee has had at least two (2) years of prior satisfactory teaching experience in another district.

B. PERSONNEL FILES

1. Except as otherwise provided by Section B (2) of this Article, each Association member will have the right, upon request, to review the contents of their personnel file, regardless of where it may be located, to make copies of any documents in it, and to have a representative of the Association accompany him/her during such review.
2. All confidential references and information received prior to initial hiring are not subject to this Agreement and, therefore, will not be available for inspection by any Association member.
3. No material derogatory to an Association member's conduct, service, character or personality will be placed in his/her personnel file unless such employee has had an opportunity to review the material. Nor will any derogatory material be inserted into the file or used against an employee unless the source of the information is made known to such employee. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copies to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event that the employee refuses to sign the copy of the material to be included in his/her file, the Building Representative will then be contacted by the Building Principal and notified of this action. The Building Representative will then initial the material to be put in the file to indicate that he/she has been so informed. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed and initialed by the Building Principal with extra initialed copies placed in pertinent files. All such pertinent files shall be made available to the employee upon request.
4. The Association members will have the right to have his/her reasons for not signing the material attached to the material and to become a part of the permanent file.
5. Material shall be removed from all pertinent files when an Association member's claim that it is inaccurate or unfair is sustained.

C. PROGRESSIVE DISCIPLINE OF TENURED TEACHING STAFF

If the District wishes to impose a penalty upon a tenured employee, consisting of dismissal, a fine of more than \$1,000, or a suspension without pay of more than ten (10) days, then the District must utilize the procedures outlined in Section 3020-a of the New York State Education Law. When seeking less severe penalties, however, the District may utilize an alternate procedure, set forth below:

1. The District may discipline, with Just Cause, a tenured employee by imposing a reprimand, a fine of not more than \$1000, or a suspension without pay of not more than ten (10) work days.
2. The Just Cause charge(s) may only be for: (1) insubordination, immoral character or conduct unbecoming a teacher or teaching assistant; (2) inefficiency, incompetency, physical or mental disability or neglect of duty. The charge(s) will be as specific as those filed under Section 3020-a of the New York State Education Law. The charge(s) and specifications may not be amended after the Board has referred them for a hearing.
3. In the event the District takes disciplinary action by imposing a reprimand, a fine of not more than \$1,000 or a suspension without pay of not more than ten (10) work days, the District shall serve the employee with a written statement of the charge(s). A set of clear and specific directions, agreed upon by the District and the Association, will be given to the tenured employee along with the charge(s) showing what the employee's rights are under this provision. Within ten (10) days of receipt of such notice, the tenured employee can accept the penalty or the employee and the Association may utilize the grievance and arbitration procedures as set forth in Article 3 of this contract.
4. The above provision initially took effect on September 1, 1992 and any action by any tenured employee prior to this date will not be allowed as evidence in the charges.
5. The District's ability to gather evidence for the Just Cause shall be identical to its ability to gather evidence for 3020-a.
6. In the event a tenured employee is suspended without pay, the following shall apply:
 - a. The daily rate of pay shall be 1/200th of the tenured employee's annual base salary;
 - b. There will be no loss of medical benefits during the unpaid suspension;
 - c. A tenured employee will not earn seniority while on suspension without pay.
7. Disciplinary action is not to be imposed until the arbitrator's decision.
8. In the arbitration proceeding, the issue to be decided by the arbitrator shall be "Is (name of employee) guilty of any or all of the charges against (him/her) as per the written statement served upon the employee by the District? If so, what penalty, if any, shall be imposed?" Those penalties may only be: a reprimand, a fine of not more than \$1,000 or a suspension without pay of not more than ten (10) work days. The arbitrator shall determine whether the facts established at the hearing constitute Just Cause for the discipline imposed.

9. The decision of the arbitrator shall be final and binding on all parties.
10. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School District and the Association.

D. MANDATORY 3020-a PROCEDURE

An employee who has been granted tenure, but who fails to meet the requirements of permanent/professional certification within the prescribed time, shall be subject to the procedures of Section 3020-a of the New York State Education Law. Any suspension in accordance with this paragraph shall be without pay.

**ARTICLE 3
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. A “grievance” is a claim based upon an event or condition which affects the terms and conditions of employment of one or more Association members as they relate to the interpretation, meaning, or application of any provision of this agreement, or a claim by the Board that one or more Association members or the Association itself has violated a term of this Agreement.
2. An “Aggrieved Person” is the person or persons making the claim, which may include the Association and/or the Board as well as individual Association members. No other persons or entities shall qualify as an Aggrieved Person.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting an event or condition which affects the terms and conditions of employment of one or more Association members as they relate to the interpretation, meaning, or application of any provision of this Agreement. It is agreed that these proceedings shall be kept as informal and confidential as may be appropriate at any level of action. In the interest of expediting the matter, all grievances concerning finance and Article 2 may, at the option of the aggrieved party, begin at Level Two (2).
2. Nothing contained herein shall be construed as limiting the right of any individual Association member having a grievance to discuss the matter with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided that a written statement of such griev-

ance is presented to the appropriate member of the administration by the Aggrieved person. In any case, where the issue raised by the grievance affects a group or class of Association members, and involves the interpretation, meaning, or application of this Agreement, the Association's Grievance Committee shall be notified of the grievance and be given the opportunity to be present at such adjustment and to state its views.

C. PROCEDURE - HEARING OF GRIEVANCES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and could result in irreparable harm to the grievant party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. If an Association member does not present a grievance to his/her principal or immediate supervisor within thirty (30) days after he/she knew, or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

If a grievance is not processed through the levels of this procedure within the time limits specified therefore, then it shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Three (3). The days referred to in the time limits shall be considered school days. Holidays shall be excluded.

D. PROCEDURE - STAGES

1. **Level One - Building Principal or Immediate Supervisor**
 - a. **Filing**

In accordance with paragraph B-2, an Association member with a grievance will present the grievance informally to his/her principal or immediate supervisor.
 - b. **Decision**

A decision is required within three (3) days of receipt of the grievance.

2. **Level Two - Superintendent**

a. **Filing with Grievance Committee Chairman**

If the Aggrieved Person is not satisfied with the disposition of his/her grievance at Level One, or if a decision has not been rendered within three (3) days after presenting the grievance, he/she may file a written grievance for disposition at Level Two (2).

b. **Filing with Superintendent**

After receiving the signed written grievance, the Chairman of the Grievance Committee shall within three (3) days present the signed written grievance and a copy thereof to the Superintendent for deliberation.

The Superintendent will sign the original previously signed written grievance statement indicating that such statement was read and clearly understood. The copy, also signed by the Superintendent, may be filed with the Superintendent.

c. **Meeting with the Superintendent**

Within three (3) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the Aggrieved Person in an effort to resolve it.

d. **Decision**

A decision is required within three (3) days of the meeting with the Superintendent.

3. **Level Three - Arbitration**

a. **Filing with Grievance Committee Chairman**

If the Aggrieved Person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she may, within five (5) days after a decision by the Superintendent, or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner, request in writing that the Chairman of the Grievance Committee submit his/her grievance to arbitration.

b. **Submitting to Arbitration**

If the Grievance Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the Aggrieved Person by notifying the District to that effect.

- c. **Appointment of Arbitrator**
Within ten (10) days after such written notice of submission to arbitration, the Association's Grievance Committee may apply to the American Arbitration Association to appoint an arbitrator.

 - d. **Hearings and Decision**
The arbitrator so selected will confer with the representatives of the District and the Grievance Committee and hold hearings promptly in the Township of Cheektowaga and will issue a decision no later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs submission. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator shall have no power to add to, detract from, or alter the provisions of the agreement. **The Decision of the arbitrator will be final and binding on all parties.**

 - e. **Costs**
The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.
4. The number of days stated at each step will be considered maximum. If the number of days is exceeded, either party may move to the next level.
5. Where the Board or District is the grievant, the procedural steps shall be as follows:
- a. Attempted adjustment between the Superintendent and the President of the Association.

 - b. Attempted adjustment between the Superintendent and the Association's Executive Committee.

 - c. If the dispute is unresolved at Level 1 and 2, the Superintendent upon the approval of the Board may proceed to arbitration. The time limits and the procedure for arbitration shall be the same as outlined herein before.

E. RIGHTS OF ASSOCIATION MEMBERS TO REPRESENTATION

1. No Aggrieved Person, Building Representative, member of the Grievance Committee or any other participant in a grievance procedure shall be penalized in any way or suffer any professional disadvantage by reason of their participation in the processing of any grievance.
2. Any Aggrieved Person may be represented at all stages of the Grievance Procedure by a person of his/her own choosing, except that he/she may not be represented by an official representative or an officer of any teacher organization that may be in existence in the District other than the Association. When an Association member is not represented by the Association, the Association's Grievance Committee shall have the right to be present and to state its views at Levels Two and Three of the Grievance Procedure.

F. MISCELLANEOUS

1. If in the judgment of the Association's Grievance Committee, a grievance affects a group or class of Association members, the Grievance Committee may submit such grievances in writing to the Superintendent directly and the processing of such grievances will be commenced to Level Two. In such a group or class grievance, the Grievance Committee Chairman shall have the same status as a grievant.
2. Decisions rendered at Level Two of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all Parties in Interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Three will be in accordance with procedures set forth in paragraph D-3.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the District and the Association, and be given appropriate distribution so as to facilitate the operation of the Grievance Procedure.
5. Repetition of a previously settled grievance will automatically place said issue at Level Two.

G. FREEDOM FROM REPRISAL

The Association and its members will refrain from interference or reprisal of any kind against any Board member, officer of the District, or employee of the Board, including members of the administrative and supervising teacher staff, or teacher in the performance of his/her duties. The board agrees that no reprisal of any form shall be taken against any Association member for attempting to enforce his/her rights.

GRIEVANCE CLAIM

Name of Grievant: _____

Date: _____ Building/Grade Level: _____

Nature of Grievance:

Claimed Contract Violation:

Remedy Sought:

Dates:

Grievant's Signature

ARTICLE 4
TEACHING HOURS AND RELATED RESPONSIBILITIES

The District recognizes the Association members as professionals. Their presence at school events, to foster community relations and to enrich the educational experience of the District's school children, is encouraged. As dedicated professionals, Association members recognize the importance of their support and presence at various events to students, parents, and the larger community.

- A. 1. A Teacher's official work day shall be 7-1/4 hours in length, except as provided in B(1), and will not begin prior to 7:17 a.m. A Teaching Assistant's official work day shall be 7 ¼ hours in length and will not begin prior to 6:47a.m. or beyond 4:00 p.m.
2. Official work year for Association members:
Except as noted in the following paragraph, the Board of Education (BOE) by law requires Association members to be available for 200 days per School Year (September 1 - June 30. The administration can require any Association member who has not completed his or her required work for the school year to report daily after the close of school until such work is completed.

From the effective date of this Agreement to June 30, 2018 a Professional Development Day will be held on the last Thursday before Labor Day of each school year.

Thereafter, whenever possible, one Professional Development Day may be held between September 1 and Labor Day (excluding the Friday of Labor Day Weekend).

- B. 1. Teachers and per session teachers in grades 5-12 shall be on hand to give a 40 minutes a week (remedial day) outside of student hours for the purpose of helping students. A reasonable request to change the assigned time from one day to another shall be honored upon reasonable notice. Teachers will not be assigned students who are determined by the teacher and administration to be chronically disruptive students.

All efforts will be made for Association members and per session teachers in grades 7-12 and all other elementary grades that are departmentalized to have a maximum of three different courses per semester.

2. Pre-approved school activities - any Association member who voluntarily chaperones official student groups or clubs of any size after school hours, shall be compensated by the Board for any and all reasonable expenses incurred in the performance of such services.
3. Association members hired to perform extracurricular supervisory duties outside of the regular school day, including but not limited to the tasks of chaperoning, selling and/or collecting tickets, shall be compensated at the rate of \$20.00 per hour, with a one hour minimum. For events longer than one hour, the stipend shall be paid in ½ hour increments at the rate of \$10.00 per half hour. Beginning in 2017-2018 members will be compensated at \$22.00, and for events longer than one hour, the stipend shall be paid in ½ hour increments at the rate of \$11.00 per half hour

Parent conferences - Since parent contacts are most helpful in working with children, teachers and per session teachers in the Elementary School/Middle School will participate in a minimum of three (3) conference days each semester with parents of children who they have in class when the principal, the parents, or the teacher believes them to be necessary and desirable. Conferences for all grade levels shall be scheduled during the official school day whenever possible. If a parent cannot attend such conference during the official school day for reason of employment, an alternate conference will be scheduled, which might include an evening conference. No teacher will be required to schedule more than one (1) evening for conferences per semester.

All parent-teacher conferences shall be mutually scheduled by teachers or per session teachers (or teacher teams) and parents. Teaching assistants will attend as necessary. Following the initial request for a conference by the teacher or parent, the conference will be held no later than two (2) weeks after such request. If any disagreement should arise between the teacher and parent(s) regarding the scheduling of such conferences, the building principal shall assist the parties in reaching a scheduling agreement.

- C. Tardiness. Any Association member who has a record of frequent tardiness will be warned by the Building Principal. If the condition continues the Association member shall thereafter have \$20.00 per hr. deducted for each hour or part of an hour that he/she is tardy. For purposes of defining frequent tardiness, more than three times in any one School Year will be considered frequent.
- D.
 - 1. Each elementary teacher shall receive at least 187 minutes of preparation time per five (5) day week during the instructional day, with a minimum of 37 minutes planning time per day. There will be an additional preparation period per 6 day cycle at UE.
 - 2. Each middle school teacher shall receive a minimum of one prep period and one common planning period per day.

Cafeteria Duty: Association members choosing to volunteer for cafeteria supervision may do so. They will be compensated at the hourly rate as per Article 4 B (3).

Association members will be assigned to the specific lunch period in such a way to best fill all volunteer requests.

In the case of insufficient volunteers, the assignment of this duty shall be accomplished by alphabetical rotation of all Association members excluding school counselors, OT, PT, COTA, Speech, school psychologists and school social workers, in the building. In those cases where an Association member is selected through the alphabetical rotation due to insufficient volunteers, it shall be the district's prerogative as to which lunch period the Association member is

assigned. In this situation the Association member will be compensated at the hourly rate for thirty-minutes each day, as per Article 4 Section B (3).

The District shall maintain accurate records demonstrating the rotation. The records will be open for review by the building representatives. Once a teacher completes a year of service as a cafeteria supervisor, whether on a voluntary basis or by assignment through alphabetical rotation the teacher's name shall be removed from the pool of names from which alphabetical assignments for cafeteria supervision are determined until every middle school teacher has served as a cafeteria supervisor unless the duty cannot be filled by others due to their schedule.

All disciplinary referrals made by a teacher acting in a supervisory capacity in the cafeteria will be followed up by the administration. The consequences will be the responsibility of the administration, not the referring teacher.

Required regularly scheduled supervisory duties (hall, bus, door, etc.) that fall outside of the Association member's workday will be compensated at the hourly rate per Article 4(B)(3).

3. Each high school/alternative and middle school teacher shall receive a minimum of five (5) preparation periods per five (5) day week. No high school or middle school teacher shall be assigned six (6) teaching assignments in an effort to reduce another teacher in the same tenure area to part-time status. The number of weekly supervisory periods assigned to any 5-12 teacher shall not exceed five. This supervisory period will be a study hall/small group (MS). In high school in lieu of a study hall, the teachers who choose to volunteer for some other supervisory assignment such as cafeteria supervision may do so.

Cafeteria Duty: Association member choosing to volunteer for cafeteria supervision may do so. Those Association members volunteering prior to June 1 of the preceding year may choose one of the following options: Elimination of study hall supervision; extra pay at the hourly rate (as per Article 4 B (3)); or, for teachers only, 1/2 hour (from the normal work day) early release four (4) days per week. In addition, those Association members volunteering prior to June 1 will, wherever possible, be able to select the lunch period they wish to supervise.

In the case of insufficient volunteers, the assignment of supervisory duty shall be accomplished by alphabetical rotation of all Association members represented by this contract, excluding school counselors, OT, PT, COTA, Speech, school psychologists and school social workers, in the 9-12 building.

In those cases where an Association member is selected through the alphabetical rotation due to insufficient volunteers, it shall be the district's prerogative as to which lunch period the Association member is assigned and which of the three

benefits described in the preceding paragraph the Association member will receive.

The district shall maintain accurate records demonstrating the rotation. The records will be open for review by the building representatives. Once an Association member completes a year of service as a cafeteria supervisor, whether on a voluntary basis or by assignment through alphabetical rotation, the Association member's name shall be removed from the pool of names from which alphabetical assignments for cafeteria supervision are determined until every available high school Association member has served as a cafeteria supervisor.

All disciplinary referrals made by an Association member acting in a supervisory capacity in the cafeteria will be followed up by the administration. In the case of a teacher referral, the referring teacher will never be required to use his/her remedial night for the purpose of detaining such disciplinary referrals.

4. Association members shall use their preparation period for purposes of preparing for their teaching responsibilities, e.g., unit and lesson planning, preparation and collection of instructional materials, assembling of instructional equipment and supplies, except in periods of emergency.
- E. Emergency – Association members will be expected to supervise classes when an emergency arises. In the event of emergency, Association members will remain after school hours. An emergency is to be determined by the Superintendent and the President of the Association, or by the Building Principal and the Building Representative.
- F. An Association member must request permission in advance to leave school early and notify the office in writing as to his/her destination, and if he/she is to return. A copy of the request will be given to the person requesting it, and a copy will be kept on file by the Building Principal and the Association Building Representative. In an emergency, a telephone call will suffice and a record will be kept on file by the Building Principal and the Association Building Representative. Association members may leave the building during their lunch hour by signing out and in. They may also leave the building during their preparation period, but only for purposes of preparation and must return to school. If abused twice by an Association member, this privilege will be taken away from the individual.
- G. Association members will attend all faculty meetings called by the Building Principal. It is understood that meetings will be scheduled in advance, held only when necessary, and be reasonable in length. Middle school faculty meetings will be held beginning at 8:00 a.m. prior to the school day.
- H. Association members will be required to attend one mandatory opening of school evening event.

- I. Lesson Plans
 - 1. Association members will keep weekly lesson plans and the Building Administrators and designated curriculum leaders have the right and responsibility to review the lesson plans for teachers periodically to assure themselves that the work is being covered.
 - 2. Teaching assistants shall develop instructional plans under the direction and guidance of the tenured teacher(s) providing primary instruction, or the appropriate curriculum leader.
- J. All Association members will receive a daily minimum of a thirty (30) minute duty free lunch.
- K. The administrative staff and the Association members shall have joint responsibility for maintaining sound discipline and a proper environment for learning.

As has been the case traditionally, the first and basic responsibility for the maintenance of an orderly and well-disciplined classroom rests with the Association member assigned to the classroom. When all reasonable efforts to correct the student's behavior have failed, the Association member assigned to the classroom shall refer the pupil to the administration for action.

School-wide student control shall be the responsibility of both the Association members and the administration.

The ultimate responsibility for and the final disposition of cases such as these shall rest with the administration.

- L. All Association members who are not directly responsible for a classroom (excluding school counselors, school psychologists, OT, PT, COTA, Speech and school social workers whenever possible) will be assigned supervisory duties (e.g., hall, bus, door, etc.) on a rotating schedule within the school year. These supervisory duties will be kept to a minimum.
- M. In the Middle School, Association members may volunteer for supervisory duties. Members assigned to a homeroom/ 1st period cannot volunteer for A.M supervisory duty; e.g., hall, bus, door, etc. In the case of insufficient volunteers, the assignment of supervisory duties shall be accomplished by alphabetical rotation of Association members. These supervisory duties will be kept to a minimum.

Association members assigned hall duty shall not be assigned more than one duty 3 days out of a 6 day cycle, to be assigned opposite a preparation period.

A maximum of two supervisory duties can be assigned per day.

- N. Association members who are specifically requested to use their personal automobiles for school purposes will be compensated at the mileage rate published annually for personal deductions established by the Internal Revenue Service.
- O. Home teaching, “extra-hour” teaching/tutoring, and special curriculum work shall be compensated at the rate of \$30.00 per hour for those Association members with a current New York State teaching certificate. Beginning in 2017-2018 members will be compensated at 32.00 per hour for those Association members with a current New York State teaching certificate.
- P. Each special education teacher will be granted a minimum of two (2) I.E.P. writing days with further consideration regarding additional days for student testing and evaluation. The District will allow substitute teachers to be hired for class coverage and will provide private locations for I.E.P. writing, testing, and evaluating.
- Q. Each elementary school shall receive two half days per year for the purpose of record keeping/rating.
- R. For every additional day that Association members are expected to extend their working day into the evening hours, except during Open House, a ½ day of compensation time will be given to those Association members who comply.
- S. Travel Time Between Buildings: Association members who are assigned to work in two or more school buildings within a workday, that are not physically connected, will not have to use their preparation period or lunch for such travel.
- T. Association members in the position of Speech/OT/PT will receive a minimum of thirty minutes daily for record keeping purposes. This time will be in addition to contractual lunch and planning period.
- U. At the alternative program (PHEC) there will be a 90 minute alternative planning period and an individual planning time of at least 32 minutes in length per day and have a 20 minute lunch in exchange for release time on Fridays at 1:30.

Middle school teacher’s day will end at 3:23, excluding remedial day.

- V. Any Association member that serves voluntarily on a State/Federally mandated or administratively District run curriculum committee, that is not already a compensated committee position, will be compensated for time served outside the work day with PDP In-Service Credit as delineated within ARTICLE 7 (D) of the Collective Bargaining Agreement. Examples of such committee positions are listed below but not limited to:
 1. Safety Committee
 2. Instructional Support Team
 3. School Improvement Team
 4. District Technology Committee
 5. Comprehensive District Education Plan
 6. Annual Professional Performance Review
 7. Common Core Learning Standards

- W. Part time teachers in a building with an 8 period day shall be interpreted as having the following class load.
.8 = 4 classes, .6 = 3 classes, .4 = 2 classes, .2 = 1class
- X. When the District has an opportunity to participate in a grant program through ERIE I BOCES that provides integrated online AP courses between regional school districts, and the program is designated to increase AP course offerings within the Cheektowaga CSD and participation in the Grant Program will not result in any reduction in any staffing within the Association membership. The district and Association agree to collectively bargain any direct or indirect impact that the program would have on the working conditions of any Association member.

ARTICLE 5 ASSOCIATION MEMBER ABSENCES

- A. Medical Excuses. The Superintendent may request a school physician's report on personnel when in his/her opinion it is in the best interest of the health of the children, other personnel, or the person to be examined.
- B. 1. Absences for unapproved reasons shall have 1/200th salary deducted for each day of such absence.
2. Every Association member will, as soon as possible, use the current procedure to report their absences and, if applicable, request a substitute, in order to ensure the least disruption to District operations.

Absences occurring during the day may be covered by an aide. No aide shall be used as a substitute in a self-contained situation except under emergency situations. Nor will an aide be used in an instructional situation unless he/she is working under the direct supervision of an Association member. Direct supervision does not necessarily mean physical presence, but that he/she has received instructions from the assigned Association member.

Association members who are asked to supervise classes more than 2 times per marking period during a regularly scheduled planning period or lunch, will be compensated at the current supervisory hourly rate. It is the responsibility of the building secretaries to maintain accurate records for rotation to limit coverage by teachers. All efforts will be made to use in house subs or aides in compliance with current practices first.

**ARTICLE 6
SHARED DECISION MAKING**

The District and the Association participate in shared decision making and redesigning efforts for the expressed purpose of improving instruction.

**ARTICLE 7
PROFESSIONAL DEVELOPMENT AND MENTOR PROGRAM**

I. PROFESSIONAL DEVELOPMENT

- A. 1. The parties agree to establish a Professional Development Committee (hereinafter the "P.D.C.") to consist of two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the President of the Association which shall recommend the purposes and personnel for which the funds shall be spent, pursuant to subdivision below. Such funds shall be available as recommended by the majority vote of the committee and subject to pre-approval by the Board of Education and the Superintendent, within the limits established by the Board in its budget for the P.D.C. Effort shall be made to divide the expenditures of funds proportionately between the elementary, middle, and high school teachers.
2. The School District shall pay the reasonable expenses (including meals, lodging, transportation, and/or registration fees, substitute replacement cost and other expenses) incurred by teachers in attending workshops, seminars, conferences, and other professional improvement sessions.
3. The District shall approve or disapprove the P.D.C.'s recommendation no later than thirty (30) days after the date of submission of the application to the Superintendent. A conference, previously approved by the district but subsequently canceled and rescheduled, need not be resubmitted for District approval.
- B. In addition, any teacher may, with the advance recommendation of his/her Building Principal, and the approval of the Superintendent, attend such sessions at his/her own expense.
- C. The P.D.C. will recommend in-service courses and summer programs for professional development of the teachers. Upon recommending an in-service course, workshop, seminar, institute, conference, or summer program, the P.D.C. will recommend pertinent criteria for the course including credits, length and number of class sessions, attendance requirements, and other relevant standards.
- D. Provisions
1. Once a teacher obtains credit he/she will continue to receive credit for the course he/she has taken. Credit once given cannot be removed.

2. Courses recommended by the P.D.C. sponsored and paid for by the Board of Education, within the school district, and meeting all other required criteria, shall be credited for pay purposes.
3. If an in-service or graduate course is to be credited more than once for pay purposes, it shall be pre-approved by the Superintendent. If the teacher is refused salary credit by the Superintendent, he/she may appeal to the P.D.C.
4. If a teacher requests credit for in-service courses to be taken in another district, he/she must receive the pre-approval of the Superintendent.
5. All possible government sources for funding in-service courses shall be investigated before they are initiated and paid for by the Board.
6. If a teacher requests credit for undergraduate courses, he/she must first receive the pre-approval of the Superintendent. Undergraduate credit should be applied for salary purposes for courses completed at schools not offering graduate courses, and for courses in new but related areas.
7. A teacher may earn up to 30 hours of in-service credit for salary purposes if the courses meet the criteria set up by the P.D.C.
8. Any teacher denied in-service credit by the Superintendent, subsequent to the adoption of this article, may seek review from the P.D.C. If the P.D.C. supports the teacher, the problem in question will be resubmitted to the Superintendent. If the Superintendent still denies the teacher in-service credit, a written grievance may be filed with the Grievance Committee (reference Article 3 Grievance Procedure). Such a grievance filed under these conditions must be initiated and resolved at Level Two of the Grievance Procedure.

II. MENTOR PROGRAM

- A. Mentor Program remuneration for the Mentor Coordinator and individual Mentors will be \$1,311 through June 30, 2018. Any partial assignment will be prorated.
- B. In a year where the Mentor Coordinator is responsible for 8 or more Junior Colleagues, the remuneration shall be increased by 60% of the amount listed above.
- C. If a Mentor services two Junior Colleagues simultaneously the remuneration shall be increased by 60% of the amount listed above.

**ARTICLE 8
SALARY SCHEDULE
TEACHERS**

| Step | 2015-2016 | Step 2016-2017 | Step 2017-2018 |
|------|-----------|----------------|----------------|
| 1 | 35,275 | 35,425 | 35,425 |
| 2 | 36,400 | 36,550 | 36,550 |
| 3 | 37,125 | 37,425 | 37,425 |
| 4 | 38,900 | 39,200 | 39,200 |
| 5 | 40,500 | 40,800 | 40,800 |
| 6 | 42,050 | 42,350 | 42,350 |
| 7 | 43,700 | 44,000 | 44,000 |
| 8 | 45,365 | 45,665 | 45,665 |
| 9 | 47,075 | 47,375 | 47,375 |
| 10 | 48,850 | 49,150 | 49,150 |
| 11 | 50,600 | 51,100 | 51,100 |
| 12 | 52,250 | 52,850 | 52,850 |
| 13 | 54,375 | 54,875 | 54,875 |
| 14 | 56,375 | 56,875 | 56,875 |
| 15 | 58,275 | 58,775 | 58,775 |
| 16 | 60,325 | 60,825 | 60,825 |
| 17 | 62,175 | 62,675 | 62,675 |
| 18 | 64,900 | 66,000 | 66,000 |
| 19 | 68,775 | 70,175 | 70,175 |
| 20 | 75,425 | 77,425 | 77,425 |
| 21 | 84,715 | 86,915 | 87,315 |

1. Members who remained on Step 21 for a minimum of one (1) year will receive an additional \$500 onto their Base Salary for each year of this collective bargaining agreement. This additional \$500 will be retroactive to the beginning of the 2011-12 school year. The Parties agree that the above mentioned \$500 increase(s) will stop accumulating on June 30, 2015 but shall remain in the member's base salary throughout their employment.
2. The salaries of the Teaching Assistants/ COTA shall be calculated as 60% of the teachers' salary schedule of the Teaching Assistant's/COTA step.
3. The salaries of the OT, PT, and COTA shall increase per annum three and one half percent until the Association member is making the equivalent to Step 21 at which time the member will be placed on Step 21 for the remainder of their career and receive any additional compensation provided to members on step 21 based on years of service to the district.

Pre-approval by the Superintendent is required for all graduate and/or in-service course credit.

4. For Association members with a Bachelors Degree, graduate hours are payable at the rate of \$150.00 per 3 credit hours, payable in blocks of 3, through Bachelors + 60.
5. \$2150 above the Bachelors Schedule is paid only to teachers/OT/PT who have earned a Masters Degree. Association members are responsible for communicating with the District as to procedures for receiving this stipend.
6. For Association members with a Masters Degree, graduate hours are payable at the rate of \$150.00 per 3 credit hours, payable in blocks of 3, through Masters + 60.
7. \$4000 above the Masters Schedule is paid for an earned Doctorate. Association members are responsible for communicating with the District as to procedures for receiving this stipend. Members who are awarded a Doctorate without a Masters Degree after July 1, 2015 will earn \$4000.00 above the Bachelors schedule.
8. 15 Clock Hours of pre-approved in-service is equal to 1 credit toward salary.
9.
 - a. Beginning in the 20th year of full-time service to the district, the Association member will annually receive \$500.00 in addition to his/her salary.
 - b. Beginning in the 25th year of full-time service to the district, the Association member will annually receive an additional \$1000.00 to section a. to his/her salary.
 - c. Beginning in the 27th year of full-time service to the district, the Association member will annually receive an additional \$1500.00 to section a. and b. to his/her salary.

Implementation of Approved Graduate/In-Service Credit for Salary

As referenced below, the term “credits” shall mean those graduate semester hours and equivalent in-service hours which had the prior approval of the Superintendent to be applied for salary purposes.

1. Teaching staff salaries shall be adjusted twice a year; the effective dates of adjustment shall be September 1 and February 1 and payments made retroactive to these dates.
2. All coursework for salary credit must be completed prior to the effective date of salary credit.
3. For salary credit to be effective September 1, proof of successful completion of coursework must be submitted no later than October 15.
4. For salary credit to be effective February 1, proof of successful completion of coursework must be submitted no later than February 15.

**ARTICLE 9
CURRICULUM AND TEAM LEADERS SALARY SCHEDULE**

2015-2018

Level One

\$2021

| | | |
|------------------------|-------------------|---------------------------------|
| MS/HS CDOS | HS ELA | UE Math |
| MS/HS FACS | HS Science | UE ELA |
| MS/HS LOTE | HS Math | UE Social Studies |
| Internship Coordinator | HS Social Studies | UE Science |
| K-12 Library | HS Guidance | MS Team Leaders 5,6,7,8(2 each) |
| K-12 Art | MS Math | HS Special Education |
| K-12 Music | MS Social Studies | MS Special Education |
| K-12 PE/Health | MS ELA | UE Team Leaders K,1,2,3,4 |
| | MS Science | |

Level Two

\$1821

| | | |
|------------------------|---------------|----------------------------|
| HS AIS | HS Technology | UE Special Education 2,3,4 |
| K-12 Schools To Career | MS Technology | MS IST/RTIm |
| UE IST/ RTIm (2-4) | UE Technology | HS IST/RTIm |
| | | MS AIS (MOA) |
| | | MS PBIS |
| | | HS PBIS |
| | | PH PBIS |
| | | UE PBIS |

Level Three

\$1621

| | | |
|-----------------------|--------------------------|-------------------|
| HS Team Leaders 9 (2) | PH IST/RTIm | UE IST/RTIm K,1 |
| MS Specials | UE AIS | PH HS Leader |
| UE Specials | UE Special Education K,1 | PH MS Leader |
| | | PH Spec Ed Leader |

1. The four 9-12 Academic Curricular Leaders (Math, Science, ELA, and Social Studies) will teach a maximum of five classes and be relieved of study hall duty.
2. The Elementary Team Leaders will be relieved of bus duty whenever possible through the assistance of other teachers.
3. One curriculum leader in each of the four academic areas (Math, Science, ELA, and Social Studies) will be designated as having K-12 responsibilities. Those individuals will receive additional compensation in the amount of \$500.
4. The above positions will be posted on a yearly basis.
5. High School includes teachers 9-12 at both the High School and Pine Hill Education Center; Middle School includes teachers 5-8 at both the Middle School and Pine Hill Education Center

ARTICLE 10 COACHING STIPENDS

| | | | |
|--|--|--|--|
| Level One | <u>2015-2018</u> | | \$5028 |
| Basketball Varsity B Basketball Varsity G | Football Varsity Swimming Varsity B | Wrestling Varsity | Indoor Track Varsity |
| Level Two | | | \$4028 |
| Baseball Varsity B Softball Varsity G Swimming Varsity G Soccer Varsity B | Soccer Varsity G Volleyball Varsity B Volleyball Varsity G Track Varsity B | Track Varsity G Basketball JV G Football JV | Basketball JV B Tennis Varsity G Tennis Varsity B |
| Level Three | | | \$3548 |
| Baseball JV B Soccer JV B Soccer JV G Indoor Track V Assistant | Football Varsity Assistant Volleyball JV B Volleyball JV G Swimming Modified | Wrestling V Assistant Wrestling Modified Swimming V B Assistant Football Varsity Assistant | Basketball Modified B Basketball Modified G Football Modified Softball JV G |
| Level Four | | | \$2828 |
| Cheerleading V Fall Bowling Boys Soccer Modified B Track Assistant B Volleyball Modified B | Cheerleading V Winter Bowling Girls Soccer Modified G Track Assistant G Volleyball Modified G Volleyball | Baseball Modified Football Assistant JV Softball Modified Track Modified V Tennis Asst G | Baseball Varsity Assistant Football Modified Assistant Softball Varsity Assistant Swimming Varsity G Assistant V Tennis Asst B |
| Level Five | | | \$2628 |
| Basketball Assistant G Basketball Assistant B Track Modified Assistant Baseball Assistant | Cheerleading Mod. Fall Cheerleading JV Fall Wrestling Modified Assistant Softball Assistant | Cheerleading Modified Winter Cheerleading JV Winter Modified Swim Assistant Varsity Diving (B & G) | Football Assistant Soccer B Assistant Soccer G Assistant |

1. The District will give first consideration to qualified CCTA teachers in accordance with the Commissioner's Regulations.
2. Any coach who has completed at least 3 years of coaching at Cheektowaga Central in a given sport (or similar sport) will be compensated at a rate 15% higher than that listed for that sport (or similar sport)
3. If the sport (or similar sport) occurs more than once during a school year, it will only count as one year of experience.
4. If a person returns to coaching after more than five (5) seasons, his/her years of experience are calculated by subtracting the number of inactive years from the years of coaching service. (Ex: 10 years coaching, 6 years inactive = 4 years of experience.)
5. The above positions will be posted on a yearly basis. In the case of vacancy in a position after the initial posting closes the district will notify the CCTA members and extend an additional 3 days for the CCTA to apply before considering an external candidate.
6. At anytime if the diving coach wishes only to work one season the season will be prorated 45%/55% Girls/Boys.

ARTICLE 11 CLUB AND ACTIVITY STIPENDS

2015-2018

Level One

\$2636

| | |
|--------------------------------|--------------------|
| HS Yearbook (Editor) | HS Student Council |
| 12 th Grade Advisor | |

Level Two

\$2436

| | |
|-------------------------|----------------------------|
| HS Yearbook (Financial) | HS Spring Musical Director |
| | Stage Crew |

Level Three

\$2036

| | | |
|--------------------------------|-------------------------------|-------------------------------|
| 11 th Grade Advisor | Senior National Honor Society | MS Student Council |
| HS Newspaper | MS Jazz Ensemble | Junior National Honor Society |
| HS Bookstore | MS Midway TV | |

Level Four

\$1786

| | | |
|--------------------------------|---------------------------|-----------------|
| 10 th Grade Advisor | HS Performing Arts Club | Future Teachers |
| 9 th Grade Advisor | HS Cheektowaga Central TV | Jazz Ensemble |
| HS Mock Trial | HS Challenge | MS Yearbook |
| HS SADD | HS Spirit Club | MS Intramurals |

Level Five

\$1661

| | | |
|-------------------------------------|-------------------------------|-----------------------------|
| HS International Club | 8 th Grade Advisor | 8 th Grade Trip* |
| HS Voices (formerly Women's Chorus) | 7 th Grade Advisor | 6 th Grade Trip* |
| Pep Band | 6 th Grade Advisor | MS Technology |
| | 5 th Grade Advisor | MS Drill Team |

Level Six

\$1436

| | | |
|--------------------------------|-----------------------------|----------------------------------|
| HS Conservation Club | MS Performing Arts | UE Environment Club |
| HS Drill Team | MS International Club | UE Book Club |
| HS Math Club | MS Computer Technology Club | UE Performing Arts Club |
| HS SAT Review | MS/HS Ski Club | UE Adobe Photoshop |
| HS Science Club | MS Media Club | UE Challenger |
| HS Chess Club | MS Science Club | UE "O" Ambassadors |
| HS Masterminds | MS Junior Challenge Club | UE Newspaper Club |
| HS Black History | MS "O" Ambassadors | UE Webkinz Club |
| HS Ambassadors | MS Stage Crew | UE Yearbook |
| HS Art Club | MS Literature Club | UE Real Life Reading & Math Club |
| Tri-M Music Honor Society | MS Girls Chorus | (Recipe for Reading) |
| Weight Training & Fitness Club | MS Math Club | UE Student Council |
| | MS Musical Director | UE Library Club |
| | MS Art Club | UE Brother to Bro/Sister to Sis |
| | | (Positive Leaders) |

1. The above positions will be posted on a yearly basis.
2. * The stipend is based on a 2-night trip.

ARTICLE 12
HEALTH INSURANCE, BENEFIT TRUST & EMPLOYEE ASSISTANCE

Plan Names

Beginning 7/1/2012 and each year thereafter the District and Association agree to become members of the NY44 Health Benefits Plan Trust (“The Trust). The Parties agree to mutually complete any mandated application forms that are mandated by The Trust to begin and continue membership. The Parties agree that The Trust will be the individual health insurance offering by the District for the CCTA membership.

Limitation of District Liability

The Parties agree and understand that the District and Association will have the ability to attend monthly NY44 Health Benefits Plan Trust Board Meetings, and will be updated on the decisions of that board. The Parties agree that the terms or conditions of The Trust are governed by the Board of the Trust, and that the District is not an insurer or guarantor, and therefore it has no duty to ensure that the terms or conditions of The Trust remain fixed during the term of this collective bargaining agreement, or during any period of time that all or any part of this collective bargaining agreement is extended beyond its stated expiration date pursuant to the Taylor Law’s Triborough Amendment. Consequently, the parties agree and understand that the district has no duty to compensate any person who may suffer or claim to suffer financial loss and/or a loss or reduction of benefits as a result of changed terms or conditions affecting The Trust.

The Parties agree and understand that in the case that the NY44 Health Benefits Plan Trust closes and is no longer in existence at any time of this collective bargaining agreement, or at any time where the Parties have agreed that The Trust is no longer the agreed upon insurer for the membership, the Parties agree to negotiate to select a plan providing comparable coverage. The District and the employees’ respective percentage of premium contribution as otherwise set forth in this Article shall remain the same.

A. Full-Time Employee:

For purposes of the Article, the Term “Full-Time Employee” shall mean an employee with a full-time teaching appointment who is covered by this agreement and working more than 50% of the time, excluding paid holidays, paid vacations, paid sick days, and other paid leave days provided for under this collective bargaining agreement.

- Beginning 7/1/2012 the District’s sole responsibility relative to health insurance for each eligible Full-Time Employee who is properly enrolled in The Trust is to pay 95% of the annual premium (either single rate or family rate) charged by The Trust. The employee is responsible for the remaining five percent of the premium.

B. Part-Time Employee:

For purposes of this Article, the term “part-time Employee” shall mean an employee who is covered by this agreement and working 50% or less of the time worked by a Full-Time Employee, excluding paid holidays, paid vacations, paid sick days, and other paid leave days provided for under this collective bargaining agreement.

- Beginning 7/1/2012 the District's sole responsibility relative to health insurance for each eligible Part-Time Employee who is properly enrolled in The Trust is to pay 50% of the annual premium (either single rate or family rate) charged by The Trust. The employee is responsible for the remaining 50% of the premium.

C. Additional Eligibility Restrictions and Conditions:

1. An Association member shall not be eligible to enroll or remain a participant in the above-described health insurance program if that individual is otherwise covered by any other group health insurance plan, whether as the insured or as a dependent of the insured. For purposes of these restrictions, the term "covered" shall mean that the Association member is considered by another employer or another insuring agent to be entitled to receive health insurance benefits provided in its plan. On the other hand, an Association member shall have the option of selecting enrollment in the program if that individual has rejected coverage under all other available group health insurance plans.
2. No employee shall be entitled to cover a dependent or spouse in the program if said dependent or spouse is otherwise enrolled or covered in another group health insurance plan.
3. If all other group health insurance coverage of an employee, dependent or spouse is terminated, and if the employee completes the required enrollment application for the above-described program within no more than sixty (60) calendar days of the aforesaid termination date, the District will pay its portion of the required premium to secure coverage retroactive to that termination date, if permitted by the insurer.
4. As indicated above, the District makes no contribution for any employee who is laid off, retired, or terminated. However, nothing in the previous sentence shall be interpreted to impair any separate right that may be available to a retired teacher under Article 17 of this Agreement. Furthermore, the District makes no contribution for an employee who is on unpaid leave, whether or not approved by the Board of Education, which fails to qualify as FMLA leave pursuant to the Family Medical Leave Act.
5. For employees who have been granted an unpaid leave of absence, the teacher will pay the full premium for the plan selected if the teacher elects to remain in a District plan.
6. Retired Association members who were eligible for and participated in a District provided insurance plan immediately before retirement may, at their own expense, continue their participation in The Trust, subject to all other terms and conditions stated in this Article to the extent permitted by The Trust.
7. Each eligible Association member who enrolls in a District provided health insurance plan understands and agrees that the District has the right to deduct his or her share of the applicable premium, if any, directly from that individual's payroll checks on a pro rata basis.
8. The Association agrees that the District shall have the right to select and retain, at its sole discretion, an outside contractor or consultant who will act as a third-party administrator to handle any or all of its administrative duties that may arise out of the program established by this section (entitled "I. Health Insurance").

9. The District shall remit payment of all sums calculated and owed under the above- described program directly to the applicable insurer or third-party administrator, so long as the insurer accurately documents the Premium with appropriate invoices or other documents satisfactory to the District's Business Office. In furtherance of this undertaking, Association members agree to fully cooperate with the District's efforts to monitor from time to time the premiums that the insurer charges for each participating and eligible Association member who qualifies as either a Full-Time Employee or Part- Time Employee, as those terms are defined above.
10. The first open enrollment is anticipated to occur in May or June of 2012. The parties agree and understand that the District may not have unilateral control over the dates or frequency of open enrollments, and therefore it is not currently in a position to guarantee any schedule or frequency of open enrollments. Nevertheless, since the health insurance program described in this Article represents a marked departure from prior health insurance arrangements between the parties, the District hereby agrees to make reasonable effort to seek the cooperation and agreement of the insurer to offer another open enrollment on a regularly scheduled annual basis.
11. Flexible Spending Accounts
The District will continue to make available a 125/129 Flexible Spending Account ("FSA"), which Association members may opt to continue or establish for the purpose of paying allowable medical related expenses that are not covered by insurance. Each employee's FSA will be administered by P&A Associates or a similar organization, and the administrative costs of each FSA will be borne by the employee.
12. As a condition precedent to the District having any legal or financial responsibilities under this section (entitled "I. Health Insurance"), every eligible Association member who, at the time of ratification of this agreement by the parties, is enrolled in another health insurance plan being funded in whole or in part by the District, must enroll in The Trust on or before July 1, 2012, so that the anniversary date (also known as the "renewal date") of the program being made available to the Association will be the earliest date practical.
13. Waiver of Health Insurance
The District will compensate employees covered by this agreement in the amount of \$1000 for each year they do not enroll in any health insurance plan through the District. In order to be eligible for this provision, the employee must verify health insurance coverage through a non-district plan. Payment by the District will be in two semiannual installments of \$500. Any employee who opts to participate in the District's health insurance plan during a year that they received compensation under this provision will be responsible for reimbursing the District on a pro rata basis. The District has the right to obtain the necessary reimbursement by deducting the amount owed from that individual's payroll checks.

II. Benefit Trust Fund

As recognized by prior agreements between the parties, the Association continues to administer the Cheektowaga Central Teachers Association Benefit Trust Fund (hereinafter, "Benefit Trust Fund") that has been in effect since July 1, 1994, for the purpose of providing benefits for the members of the Association, and such other District employees who may become Fund beneficiaries as agreed upon by the Association.

1. The District's Monthly Contributions to the Benefit Trust Fund For Each Eligible Employee, organized by Fiscal Year:

| <u>Family</u> | <u>Single</u> |
|---------------|---------------|
| \$43 | \$22 |

2015-2018

1. The parties understand that should the Association accept other District employees as beneficiaries of the Fund, the district will contribute its share of the premium in accordance with the above schedule. The same shall apply should new members of the Association be hired.
2. District payments to the Fund shall be made on a monthly basis.
3. The District's only responsibility with respect to the Benefit Trust Fund shall be for payroll deduction and the contractually required employer contribution. The Association and its members will hold the District harmless from any and all claims resulting from the management and/or solvency of these funds. Consequently, the parties agree and understand that the District has no duty to compensate any person who may suffer or claim to suffer financial loss and/or a loss or reduction of benefits arising from any changes affecting the Benefit Trust Fund.
4. The Benefit Fund trustees shall furnish a copy of their annual report to the Superintendent. The Fund trustees shall make the books of the Fund available for inspection by the Superintendent of Schools, or his/her designee.

III. Employee Assistance Program

- A. The parties mutually agree that alcoholism, alcohol and drug abuse, and other behavior/medical problems which repeatedly affect job performance, safety and instruction are treatable conditions.
- B. The parties agree to continue their support of an Employee Assistance Program in order to:
 1. identify the problem at the earliest possible stage,
 2. motivate the employee to seek help, and
 3. direct the employee toward the best assistance possible
- C. The parties agree to coordinate this program with other District employee unions wishing to participate, and the District agrees to utilize an Employee Assistance Committee. The Committee shall consist of two representatives from the Association, a maximum of two representatives from each other District employee union wishing to participate and a maximum of two representatives from the District. This Committee will not be involved in any of the activities of the program requiring direct involvement in cases, unless

requested by the Employee Assistance Coordinator. The responsibilities of the Employee Assistance Committee are as follows:

1. To ensure that all clinical records which are kept in connection with this program are maintained in a separate file marked "Confidential Client Information" in accordance with Federal Regulations (42CFR Part 2).
2. To select the local Employee Assistance Coordinator, such selection requiring a unanimous consent of all the members of the Committee
3. To ensure the neutrality of the Employee Assistance Coordinator in all matters pertaining to this program
4. To review the effectiveness of the district Employee Assistance Coordinator in order to ensure that satisfactory referral and follow-up services are maintained
5. To periodically review overall program effectiveness in order to see that reasonable uniformity is maintained
6. To assist in the implementation of on-going training for the Employee Assistance Committee and Coordinator
7. To engage in other approved activities which will be beneficial to the program, including prevention education
8. To assist and evaluate the selection of diagnostic and treatment services in each community and for the district

D. Role of the Employee Assistance Coordinator

1. A confidential personal advisor available to all employees.
2. The Coordinator's role is to discuss with any employee any personal problems for which the employee may believe he/she needs skilled professional help.
3. The Coordinator is the link between the employee and skilled behavioral/medical helping resources in the outside community.
4. All discussions with the Employee Assistance Coordinator are confidential. These discussions may not be mentioned by the Coordinator in any way to anyone else unless the Coordinator is specifically authorized by the employee to do so to obtain help.

E. Any employee who seeks assistance on a voluntary or involuntary basis will not jeopardize his/her job security or promotional opportunities. No information obtained from or about an employee as a result of his/her participation in the program shall be made available to be used for any purpose by either party.

F. It will be the responsibility of the employee to comply with the referral for diagnosis and to cooperate with the prescribed therapy.

G. It will be the responsibility of the District to implement this policy. This responsibility will be limited to assessing job performance and taking appropriate corrective action. The district should not make any diagnosis relative to the employee's behavioral/medical problem.

H. Implementation of this policy will not require or result in any special regulations, privileges, or exemptions from standard administrative practices applicable to job performance requirements, especially in those instances where the health and safety of clients and other employees are concerned.

- I. The parties further agree that participation in this program does not further obligate either party to participate in any other program.
- J. The stipend for the Employee Assistance Coordinator shall be \$2,500 per year regardless of the number of employees utilizing his/her service.

**ARTICLE 13
PAID LEAVE DAYS AND SICK LEAVE BANK**

A. Paid Leave Day

- 1. Non-tenured Association members and PT,OT and COTA's with 3 years or less of service shall be entitled to 10 sick leave days and 4 personal leave days with pay.
- 2. Tenured Association members and PT,OT and COTA's with more than 3years of service shall be entitled to 12 sick leave days and 4 personal leave days with pay each school year.
- 3. Personal leave days may be used only for personal business that cannot be conducted outside the regular school day. Unused personal leave days will be added to the accumulated sick leave days.
- 4. All tenured and non-tenured Association members shall be credited with and may use their annual and accumulated paid leave allowance as of the first day of their employment year, even though they have not been able to report for duty on that day. The tenure status of an Association member as of the opening day of school shall determine the number of paid leave days to be credited during that school year.
- 5. Twelve (12) paid sick leave days shall be granted to all tenured Association members at the beginning of each school year, regardless of the number of their accumulated paid leave days. Days of paid sick leave may be accumulated up to a maximum of two hundred seventy five (275).
- 6. Any Association member working less than full-time shall receive paid leave on the same basis as a full-time teacher. Such leave will be cumulative as provided in Section A5 above.
- 7. Association members will be allowed to accumulate the full amount of paid sick leave days allocated for any given year if they used four sick leave days or less during the school year. *In addition, association members who utilize four (4) sick days or less per school year will be remunerated in the following manner:

| | |
|--------------|-------|
| 0 days used= | \$400 |
| 1 day used = | \$300 |
| 2 days used= | \$200 |
| 3 days used= | \$100 |
| 4 days used= | \$0 |

This remuneration will be received by the first payroll in July immediately following the school year. Any requested unpaid days used by a member will be counted as a used sick day when calculating this benefit. *This provision will be in effect through June 30, 2018. The Parties agree to research the effectiveness of the provision in order to continue the provision in the next negotiated CBA.

8. Paid leave days may be used for the purpose of extending an already established holiday/vacation period or for the purpose of creating additional holiday/vacation time with Superintendent's prior approval. These approvals may be granted on a limited basis and no member will be approved two consecutive school years.
9. Article 13, Section A8 will not be subject to the grievance procedure while this contract remains in effect.
10. When a Professional Development Day is held on the last Thursday before Labor Day, the District agrees to add one extra day to another scheduled Holiday, to be determined by the Superintendent after consultation with the District's calendar, staffing requirements, and the President of the Association.

B. Sick Leave Bank

The Board and the Association will administer the sick leave bank that will be made available to all Association members, to be used when an Association member is incapacitated by severe sickness or injury.

1. Membership in the sick leave bank is voluntary on the part of Association members, however, an Association member will be given only one opportunity to join the Bank. An individual who withdraws membership will not be permitted to rejoin.
2. An Association member who elects to become a member of the Bank must contribute up to three (3) days from his paid leave accumulation in the first year of enrollment. Thereafter, contributions will be made on an annual basis of one (1) to five (5) days per year determined by the member. If the Bank has reached maximum accumulation or if annual member contributions would cause the accumulation to exceed the maximum, contributions will be adjusted on an equitable basis.
3. Contributions will not jeopardize an Association member's eligibility for the paid leave incentive (Article 13, A (5)).
4. A member of the Bank will not be able to utilize sick leave bank benefits until his/her own paid leave is depleted and five (5) working days thereafter have elapsed.
5. Participating Sick Bank members must return to work and must meet the requirements of this section (Section B) before becoming eligible to utilize sick leave bank benefits again.
6. A maximum of one hundred eighty (180) days each school year can be drawn by any one member from the Bank. An Association member may draw a maximum of 360 days from the Sick Leave Bank during his/her career with the district.
7. A maximum of five hundred (500) days may accumulate in the Bank; however, no more than 500 days may be withdrawn from the Bank during any school year.
8. Upon termination of employment or withdrawal of membership from the Bank, the participating Association member will not be permitted to withdraw his/her contributed days.
9. Medical reports and physical examinations may be requested by the District for verification. Such reports will be kept confidential.

ARTICLE 14
SABBATICAL LEAVES

- A. Upon recommendation of the Superintendent and with the approval of the Board, sabbatical leaves may be granted to teachers who have completed seven (7) years of successful teaching in the District and who are currently on tenure. Sabbatical leaves will be granted for educational study of value to the school system. It is expected that the personal and professional integrity of the individual will assure his/her return to the school system which has enabled him/her to enjoy the benefits of a sabbatical leave.
- B. The Board may grant such leaves for two members of the teaching professional personnel during any year, providing the granting of such leave will not prejudice the operation of the school district. Applications will be made for one full academic year. All applications will be pre-screened by the Association Sabbatical Committee.
- C. Applications for such leave must be submitted in writing to the Superintendent according to the following schedule:
1. By January 1 for leave July 1 or September 1.
 2. The Board of Education shall complete action on January 1 applications by February 1.
 3. Applications for leaves of study must include the name of the institution at which the individual plans to study, and the courses to be pursued. Such study should be related to the applicant's professional position or proposed growth.
 4. All applicants must appear before the Board of Education to explain their application requests before a final decision can be made.
 5. Those who are accepted will be notified of the reasons for their acceptance. Others who apply will be informed of the reasons why the accepted candidates were chosen.
- D. The individual granted sabbatical leave shall receive $2/3$ pay for a full year with the regular deductions and paid according to the regular pay schedule. Teachers shall be given credit for service while on sabbatical leave.
- E. Sabbatical leave shall not be considered termination or breach of contract, and the same position in the building and tenure shall be guaranteed upon return.
- F. Sabbatical leave will not be extended beyond one school year.
- G. Any teacher granted a leave pursuant to this Article who, during such leave engages in employment not stated in the application for such leave or thereafter approved by the Superintendent, shall be deemed to have resigned. However, minor employment, supplementary to the purpose of the leave, shall be exempt. In cases when a question arises over the interpretation of the concept of "minor employment" the Board of Education will judge each case individually, based on the type of employment and the circumstances under which the teacher is employed.

ARTICLE 15
TEMPORARY LEAVES OF ABSENCE

- A. Association members will be entitled to the following absences with pay each school year, in addition to paid leave specified in Article 13.
1. Not exceeding two (2) days for religious holidays. Religious holidays will be granted when the individual's denomination forbids his/her attendance at work or requires his/her attendance and participation in religious ceremonies during the school day.
 2. Visits to other schools or attending meetings or conferences of an educational nature, upon the written approval of the Superintendent.
 3. Time necessary for the performance of jury duty, or because the Association member has been subpoenaed in a legal matter in which he/she is not personally involved. An Association member taking such leave shall reimburse the School District for any fees he/she receives as a juror or witness, less such necessary expenses that will accrue in the performance of this assignment, such as: transportation, parking fees, and meals. A maximum amount of ten (\$10.00) dollars a day, per person, may be granted for the aforementioned expenses.
 4. Not exceeding five (5) school days at one time in the event of death of an Association member's spouse, child (step), parent (step) or sibling (step), parent of members children or an individual who resides in the member's home; not exceeding (3) school days at one time in the event of death of a teacher's son-in-law(step), daughter-in-law(step), father-in-law (step), mother-in-law (step), grandfather (step), ~~or~~ grandmother (step), or grandchild (step). If, under extenuating circumstances, additional time is needed, the time will be deducted from the teacher's accumulated paid leave days.

A member may request that the days not be taken consecutively for the purpose of future planned services.
 5. Funeral of a friend or a relative other than the immediate family, not to exceed one (1) day at full pay. Such leave shall be allowed only after the Association member has secured the permission of the Building Principal. If additional days are needed, the days may be deducted from the accumulated paid leave days.
 6. In all cases, Association members will follow the required procedures for securing a substitute.

ARTICLE 16
EXTENDED LEAVES OF
ABSENCE

- A. The Board agrees that one (1) teacher designated by the Association, will, upon request, be granted a leave of absence for up to two (2) years without pay for the purposes of engaging in Association (local, state, or national) activities. No increments will be allowed during such leave.
- B. A leave of absence without pay of up to two (2) years will be granted any tenured Association member who joins the Peace Corps, Vista, or the National Teachers Corps and up to one (1) full year for service as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, the Association member will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. Military leave will be granted to any Association member as provided by the military law.
- D. Child Care Leave
1. An Association member may apply for and be granted a leave of absence without pay or benefits for the purpose of child care following the birth or adoption of a child. Such leave shall extend not longer than one (1) year after the birth or adoption of a child.
 2. An Association member on such leave may return to work at any time mutually acceptable to the Association member and the District at the beginning of a semester and with reasonable notice.
 3. Any time before the expiration of the leave, the Association member may apply for and receive an extension of the leave, not to exceed one (1) year.
- E. A leave of absence without pay or increment of up to one (1) year will be granted for personal reasons with the recommendation of the Superintendent and the Board of Education. Additional leave may be granted at the discretion of the Board.
- F. Upon the recommendation of the Superintendent and the approval of the Board of Education, any Association member whose personal illness extends beyond the period of accumulated paid leave will be granted a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years.
- G. All benefits to which a tenured Association member was entitled at the time his/her leave of absence commenced, including unused accumulated paid leave, will be restored to him/her upon his/her return. An Association member on leave shall not be eligible to apply for a specific position which may become available while he/she is on leave. Upon his/her return from leave, he/she will be assigned to any position available within his/her tenure area at the sole discretion of the Superintendent of Schools. An Association member who returns from such leave will be placed on at least the same level of the salary schedule he/she was on when the leave commenced. An Association member having served at least five (5) months in the

school year in which the leave commenced shall be credited with one year's experience in lieu of the five (5) months experience. An Association member serving a full school year without unpaid absences in excess of twelve (12) working days, shall be credited with a full year's experience. Unpaid

leave days taken in accordance with Article 13 Paid Leave Allowance, Section B as waiting period(s) for use of the Sick Leave Bank benefits shall not be considered part of the twelve (12) day maximum specified herein. All other unpaid leave days, approved or unapproved, shall be considered for the purposes of constituting the maximum twelve (12) days unpaid leave specified above.

Any Association member who begins service with the District on or after the first day of the second semester remains at the same level of the salary schedule the following September, but will advance on the schedule in full step increments every September thereafter.

- H. All requests for leave or extensions or renewals of leaves will be applied for and granted in writing.

An Association member on leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least six (6) months prior to the expiration date of such leave. If the Superintendent has not received timely notice, he/she shall send a letter of inquiry to the Association member at an address provided for such purpose. Failure to notify the Superintendent within a month of such inquiry shall be assumed to constitute a resignation.

I.

1. The use of accrued sick leave (as provided pursuant to Article 13 of the collective bargaining agreement between the Parties) as paid leave days for those circumstances which otherwise qualify for leave entitlement under the Family Medical Leave Entitlement Act ("FMLA"). This leave will be referred to as an "Extended Paid Leave".
2. Accrued sick leave days may be used for an Extended Paid Leave during a period which may not exceed 90 continuous week days inclusive of holidays and/or recesses between September 1st through June 30th of a school year. However, if the end of a term (as defined by each 10 week marking period for Secondary Level and Trimester for elementary and primary) occurs at some point between 60 continuous week days and 90 continuous week days (inclusive of holidays and/or recesses between September 1st through June 30th of a school year), then one of the following will occur:
 - a. The Extended Paid Leave shall terminate at the end of the term and the member will be required to return to work; or
 - b. Upon application to and approval from the Board of Education prior to the end of the term, the member will continue on the full 90 day Extended Paid Leave and then will continue on unpaid leave through the end of the then-current term.
2. Extended Paid Leave shall commence on the date of the event which qualifies for leave under the FMLA, except that, with regard to any leave entitlement under the FMLA relating to child birth, adoption or care for a newborn child, the Extended Paid Leave

must commence within 90 week days of the event which qualifies for such leave.

3. If the event occurs during the Summer recess, a member can begin an Extended Paid Leave on the following September 1st (or within 90 week days of September 1st for leave relating to child birth, adoption or care for a newborn child). An Association member may utilize only one Extended Paid Leave during a school year. Extended Paid Leave shall run concurrent with the FMLA leave period.
4. If the event at issue qualifies for intermittent leave under the FMLA, then the Extended Paid Leave shall not exceed a cumulative total of 60 accrued sick leave days to be used over a period not to exceed 10 months from the date of the event which qualifies for intermittent leave.

ARTICLE 17 RETIREMENT BENEFIT

As a retirement benefit to Association members, the Board agrees to make an Employer Non-elective Contribution to the 403(b) account of each eligible Association member who retires from all District employment for the purpose of receiving pension benefits through the NYS Teachers' Retirement System ("TRS"), provided that the 403(b) account complies in all respects with Appendix A, and that the retiree satisfies all other eligibility requirements, terms and conditions set forth below, as well as in Appendix A.

1. Any Association member eligible to retire as determined by TRS, upon retirement, shall have their accumulated paid leave days, not exceeding 275 days, credited at the rate of \$140.00 per day deposited in a 403(b) account, as set forth in the terms and conditions of Appendix A. Beginning in 2017-2018 the number of accumulated paid leave days that may be redeemed will be increased to 300.
2. Advance Notification Requirements
 - A. If an Association member's retirement date is on or between June 1 and October 31, the member must notify the district in writing by April 1 of the calendar year during which the retirement will occur.
 - B. If an Association member's retirement date is on or between November 1 and May 31, the member must notify the district in writing no later than 60 days before the intended retirement date.
4. Nothing in this Article shall be deemed to diminish the right of retirees to retain their ability to purchase, at no cost to the District, any of the available health insurance options offered to current Association members.

ARTICLE 18
STEP PLACEMENT AND EMPLOYMENT

- A. Effective with this contract all newly employed or reinstated teaching staff shall be placed on the proper step of the salary schedule according to their experience and education as determined by mutual agreement between the Board and the prospective employee. Such determination shall thereafter be binding during the life of employment. A maximum of ten (10) years of credit may be given for previous outside teaching experience in a duly accredited school upon initial employment. (Any experience acquired in any duly accredited school more than fifteen (15) years prior to the date of employment in this school system may be credited within limits mutually agreed upon by the Superintendent and the President of the Teachers' Association.) Duly accredited school service may be granted for public or private school teaching done as a fully certified teacher and for service as a full time certified teacher in a duly accredited college or university. Credit for substitute teaching may also be given. For persons employed after July 1, 1968, such ten (10) years' service credit shall include, but not exceed in each case, two (2) years credit for military service, or National Teacher Corps Service. Current Association members of the CCTA being placed in a probationary teaching position will be placed at the step equal to 60% of years of service as a Teaching Assistant.
- B. The Association's Grievance Committee will have the right to review the contract step for new hires or rehires, but the final determination rests with the Board as agreed to by the prospective employee.
- C. Any substitute hired to temporarily replace an Association member in a single assignment for a period of time in excess of forty (40) consecutive days shall be placed on the salary schedule as determined by the Superintendent, provided that such substitute has the appropriate certification. If a substitute, hired to fill a single assignment for a period anticipated to be less than forty (40) days is retained for more than forty (40) consecutive days in the same assignment, he/she shall be placed on the salary schedule as determined by the Superintendent and shall be entitled to receive pay retroactive to the initial date of employment, provided that such substitute has the appropriate certification.
- D. Any teaching staff laid off by the District will have first priority for per diem substitute work at the substitute rate of pay. Substitutes need not be hired out of their area of certification.

ARTICLE 19
ASSOCIATION MEMBER PROTECTION

- A. We agree to provide Association members with the coverage required by the New York State Workmen's Compensation Law and Sec. 3023 of the New York State Education Law.
- B. All vacancies should be filled pursuant to the following procedures:
1. Such vacancies shall be adequately publicized which shall mean, as a minimum that a notice shall be posted in every school clearly setting forth a description and the qualifications for the position, including duties and the salary. A communications system will be established during the summer for the purpose of announcing open positions. In addition, during the summer months, a copy of any vacancy notice shall be sent to the Association President.

2. Such notices shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted and, in no event less than two (2) weeks before such date.
3. Association members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her authorized agent within the time limit specified in the notice.
4. The filling of the job vacancy shall be on the basis of the best qualified individual without regard to his/her employment within or without the Cheektowaga Central School System.
5. Within one (1) week after an applicant has been hired, applicants not accepted will be formally notified by an Administrator. A written letter will be available upon request.
6. All appointments to such aforesaid vacancies and openings shall be made without regard to age, race, creed, religion, nationality, sex or marital status.

- C. 1. In the case of teacher transfer (“voluntary or involuntary”) between buildings, the earliest possible notification will be given. All openings will be posted. In all such transfers, full consideration will be given to the teacher's qualifications, seniority, school's educational needs, benefits accruing to the job and needs of the teachers, staff and administrators involved. All other things being essentially equal, seniority will govern.

In such cases addressed above, the top 15% of the seniority list of each tenured area may not be considered unless the transfer is “voluntary” or where that individual’s position is housed is effected due to restructuring or reconfiguration.

2. When a teacher wishes to transfer from one building to another within the same tenure area, the following procedures shall apply:

Such transfers may be requested at the time of the opening, but will take effect only at the start of a new school year. If a new person is hired to fill the opening during the school year, the District will agree to transfer the employee who requested the transfer at the start of the following school year and to transfer the newly hired individual to the opening created by the movement of the current employee at that time.

- D. In a situation where there is a reduction in the number of teachers within a building the following will apply:

1. A change of teaching assignment to another assignment within the same building and tenure area shall not be considered a transfer.
2. An attempt will be made to find a volunteer. If no volunteer is found a selection committee will convene to place individuals in the appropriate assignment.
3. a. The selection committee will be composed of three (3) administrators from the District appointed by the Superintendent and three (3) teachers chosen by the President of the Association.

- b. Each committee member shall have one vote. Decisions by the committee shall require an affirmative vote of at least four (4) committee members.
 - c. Full consideration will be given to the teacher's qualifications, the school's needs, needs of teachers and administrators involved. All things being equal, teachers' qualifications will govern.
 - d. Any teacher reassigned will not be given involuntary duties such as bus duty, etc., for one year.
 - e. A teacher's assignment cannot be changed involuntarily in two (2) consecutive years.
- E. The District will reimburse an Association member for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the member while he/she was acting in the discharge of his/her duties and within the scope of his/her employment, provided that the Association member was not personally negligent with reference to the incident.
- F. All compensation that an Association member receives other than his/her regular salary shall be taxed in the same manner as the member's regular salary. The net compensation may then be combined with regular salary on a single check. Upon request, coaches and club advisors may receive four (4) such checks equally distributed throughout the school year or coaching season(s).

**ARTICLE 20
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association shall select a Building Representative for each school building who shall meet with the Principal at least once every two (2) weeks during the school year to review and discuss local school problems and practices. Any such meeting may be canceled or adjourned by mutual consent.
- B. If the Building Representative desires to hold an Association meeting in the school building before or after the school day, he/she must follow the established procedure and request permission to use school facilities - designating the area he/she wishes to use for this meeting.
- C. The Building Representative shall be provided ten (10) minutes time at all faculty meetings, if requested, to report on matters involving representation of the Association members by the Association.
- D. The Building Representative shall be permitted to meet with Association members provided that such meetings can be scheduled without disturbing the regular academic program. The Association will not use this time for a general meeting.

- E. The Association will have the right to use school buildings without cost at reasonable times for meetings. The Principal of the building in question will be notified in advance of the time and place of all such meetings.
- F. There will be one (1) bulletin board in each faculty lounge for the exclusive use of the Association. This is to be taken care of by the Building Representative.
- G. The President of the Association and all Building Representatives will be allowed unrestricted use of the inter-school mail facilities and faculty mail boxes. A copy of any material distributed on a mass basis by the Association through the inter-school mail or faculty mailboxes will be sent to the Superintendent.
- H. The President of the Association will not be assigned a study hall, homeroom or hall duty assignment.
- I. An Association member shall have the right to call an Association representative into a conference with any administrator when, during the course of such conference, the administrator advises that he/she intends to take disciplinary action against the Association member.
- J. The Association will be involved in the review and development of the guidelines for any competency based student teacher or intern program.
- K. The Association's Liaison Committee, which is appointed by the President of the Association, shall meet with the Superintendent and such other administrators as he/she may designate and one (1) or more members of the Board at mutually convenient times during the school year to review and discuss current school problems and practices and the administration of the Agreement. Such meetings may be canceled or adjourned by mutual consent.
- L. Net costs of substitutes for delegates to all Association-related conferences held on school time will be paid by the Association upon receipt of a bill from the district. The total number of days for attendance by these delegates shall not exceed eighteen (18) days.
- M. Rights granted herein are granted exclusive to the Association, and are not available to any other teacher unions.
- N. The Association recognizes the responsibility of its members to conduct themselves in a professional manner and the Association will expend and utilize its best efforts to assure the adherence of its members to a professional standard of conduct, and to the provisions of this agreement.

**ARTICLE 21
TEACHER FACILITIES**

Each school shall have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. A teacher work area in each building containing adequate equipment and supplies to aid in the preparation of instructional material. Funds are to be budgeted each year for preventative maintenance and replacement of equipment.
 3. An appropriately furnished room to be known as a faculty lounge, for use by both the professional and non-professional employees and/or their guests.
 4. A serviceable desk and chair at each teaching station for use of teachers assigned there and the availability of a computer work station.
 5. For each teacher regularly assigned to a school building, a desk or other equivalent facility for his/her personal use shall be provided as close to his/her teaching station as practicable.
 6. A communication system through which teachers can communicate with the main office in the building from their classrooms, to be installed in all new buildings and in existing buildings where practicable.
 7. Well-lighted, clean teacher rest rooms with assurance of privacy wherever a student facility must be used.
 8. A separate, private dining area for use of teachers in all buildings.
10. The Board shall, as they have in the past, provide adequate parking for teachers at all schools and provide adequate maintenance to insure a clear, well-lighted, safe area for both vehicular and pedestrian traffic.

**ARTICLE 22
DUES DEDUCTION**

The Board agrees to accept the dues deduction form that will be selected by the Association on or before January 1, 2006, for the purpose of facilitating the collection of dues monies from Association members for the benefit of the Association as well as other organizations deemed worthy by the Association. In the event that the Association should subsequently wish to change its dues deduction after January 1, 2006, the Board shall not unreasonably withhold its consent to accept the new form.

ARTICLE 23
GENERAL

- A. This agreement shall supersede any rules, regulations, policies or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. The parties hereto acknowledge that they have each had a full and complete opportunity to negotiate and present proposals and counterproposals prior to any ratification of this Agreement.
- C. The Board agrees to make available to the Association's Chief Negotiator public records of the School District.
- D. Copies of this contract, incorporating all amendments thereto, shall be printed at the expense of the Board in a format developed jointly by the Association and the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.
- F. The Board agrees to make appropriate arrangements for Association members to enroll in tax sheltered annuity programs that are not covered by Article 17.
- G. If any provision of this agreement is found to be contrary to law, then such provision shall not be applicable, performed, or enforced except to the extent permitted by law. All other provisions of this agreement will continue in full force and effect.

ARTICLE 24

APPR

The Parties agree to immediately commence negotiations concerning APPR upon adoption of the regulations required by the 2015-16 state budget bill, and to continue such negotiations in good faith and as necessary in order to ensure no risk to the District's state funding."

In order to implement the requirements of NY Education Law §3012-c, and notwithstanding any other current bargaining obligation or agreement, the District and the Association hereby agree as follows:

1. Where and to the extent applicable, the Annual Professional Performance Review of classroom teachers shall be a significant factor for employment decisions and teacher development as determined by the District, and will be subject to any procedures which may in the future be negotiated by the District and Association.
2. Appeals of Annual Professional Performance Reviews shall be limited to only those which rate a classroom teacher as ineffective or developing. A unit member holding the position of classroom teacher may challenge only the substance of the Annual Professional Performance Review, the District's adherence to the standards and methodologies required for such Annual Professional Performance Review, the District's compliance with the procedures for conducting the Annual professional Performance Review, its issuance, and/or implementation of the terms of the Teacher Improvement Plan.

Such challenge must be submitted in writing to the Administrator performing the Annual Professional Performance Review or Teacher Improvement Plan. There may be only one appeal submitted in relation to any particular Annual Professional Performance Review or Teacher Improvement Plan. The writing must explain in detail the specific basis for the challenge, and must provide any relevant supporting documentation. Any grounds not raised in the appeal shall be deemed waived. The appeal must be submitted within ten (10) business days of the issuance of the Annual Professional Performance Review or Teacher Improvement Plan or it is deemed waived. If the teacher elects, he/she may request his/her appeal to be presented via a meeting with the administrator responsible for the Annual Professional Performance Review or Teacher Improvement Plan. The teacher has the burden of demonstrating a clear right to the relief requested and the burden of establishing the facts upon which such relief is sought.

Within ten (10) business days of receipt of the challenge, the Administrator conducting the Annual Professional Performance Review or Teacher Improvement Plan shall submit a written determination. In the absence of a timely determination by the Administrator, the District may not use the Annual Professional Performance Review or Teacher Improvement Plan until such determination is rendered. If the teacher received an "ineffective" rating and disagrees with the determination, the teacher may submit a copy of the challenge, the determination, and a written statement explaining in detail the basis for disagreement with the determination, with any relevant supporting documentation, to the Superintendent of Schools with ten (10) business days of the date of the determination. If the teacher elects, he/she may request his/her appeal to be presented via:

- A meeting with the Superintendent, or
- A panel of two (2) teachers chosen by the Association President and two (2) administrators chosen by the Superintendent (neither of who can be the administrator responsible for the APPR/TIP), or

If the APPR/TIP appeal is submitted to a Panel, the Panel shall submit its nonbinding recommendations to the Superintendent with ten (10) business days of receiving and hearing the teacher's appeal. The decision of the Superintendent in all cases shall be final and binding, and there shall be no further appeal to any other authority, including, but not limited to, the Commissioner of Education, State or Federal courts, the Public Employment Relations Board (PERB) or the contractual grievance/arbitration procedure set forth with the CBA between the District and Association. The Superintendent shall render a final determination on the challenge within ten (10) business days thereafter. In the absence of a timely determination by the Superintendent, the District may not use the Annual Professional Performance Review or Teacher Improvement Plan until such determination is rendered. A challenge or determination under this section shall be exempt from the grievance and arbitration provisions in the collective negotiations agreement between the Parties, and may not be challenged in any other forum.

3. Nothing in this Memorandum of Agreement shall in any way restrict or affect the District's non-reviewable authority to terminate the appointment of or deny tenure to a probationary teacher, and any such termination or denial shall not in any way be subject to challenge through the grievance and arbitration provisions of the collective negotiations agreement between the Parties or in any other forum.
4. The Parties agree that they will further conduct negotiations concerning the APPR Regulations adopted by the Board of Regents, and to the extent necessary to comply with said Regulations and N.Y. Education Law §3012-c. The Parties agree that it is their intent that the requirements under N.Y. Education Law §3012-c be implemented as soon as practicable.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

DATE

DATE

MOA TIP PROCEDURE

This Agreement is made by and between the Cheektowaga Central School District (“District”) and the Cheektowaga Central Teachers’ Association (“Association”), collectively referred to herein as the “Parties”.

In order to implement the requirements of NY Education Law §3012-c, and notwithstanding any other current bargaining obligation or agreement, the District and the Association hereby agree as follows:

ELEMENTS OF A TIP

The exclusive purpose of a TIP is the improvement of teaching practice and the issuing of a TIP is not a disciplinary action.

Use of a TIP shall be limited only to instances where the teacher has received an overall rating of “ineffective” or “developing” based on his or her single composite effectiveness score.

The TIP will define specific standard based goals that a teacher must make progress toward attaining within a specific period of time. A timeline for achieving improvement, the manner in which improvement will be assessed, and, where appropriate, differentiated activities to support improvement in these areas will be developed.

The TIP will clearly describe the professional learning activities that the educator must complete including how improvement will be measured and monitored and provide for periodic reviews (no less than five weeks; no more than ten weeks) with the teacher, principal, and union representative. The activities should be connected directly to the areas needing improvement. The artifacts that the teacher must produce that can serve as benchmarks of their improvement and as evidence for the final stage of their improvement plan should be described and could include items such as lessons, student work, or unit plans. The principal must clearly state in the TIP the additional support and assistance that the educator will receive.

The teacher, principal and a union representative will meet to discuss the contents of the TIP before implementation. The teacher, principal, and union representative will agree to the final TIP’s contents; if no agreement is reached by the deadline for implementation of the TIP, the Superintendent will examine the issues that are in dispute and determine what is the most appropriate corrective action for the disputed items. His decision shall be final and included in the final version of the TIP that is to be implemented.

The TIP must be implemented no later than ten school days after the teachers are required to report at the beginning of the next school year. If there continues to be areas that need improvement during the year in which the TIP is in effect, the Plan will be reviewed and to the extent warranted modified not more frequently than once every five –week period in an effort to make the teacher successful.

A teacher who believes that the district has failed to meet its obligation to properly implement the terms of a TIP may seek relief through an appeal.

APPEALS

A teacher may appeal the implementation of the improvement plan in accordance with the appeals process procedure included in the APPR. Nothing in this Memorandum of Agreement shall in any way restrict or affect the District’s non-reviewable authority to terminate the appointment of or deny tenure to a probationary teacher, and any such termination or denial shall not in any way be subject to challenge through the grievance and arbitration provisions of the collective negotiations agreement between the Parties or in any other forum.

For District:

For Association:

Superintendent

CCTA President

Date: _____

Date: _____

CHEEKTOWAGA CENTRAL SCHOOL DISTRICT TEACHER IMPROVEMENT PLAN (TIP)

NAME OF TEACHER

NAME OF SCHOOL

ADMINISTRATOR'S NAME

SCHOOL YEAR

CHARLOTTE DANIELSON'S 2011 FRAMEWORK FOR TEACHING DOMAINS TO ADDRESS:

| | | | |
|---|---|---|---|
| Domain 1: | Domain 2: | Domain 3: | Domain 4: |
|---|---|---|---|

| | |
|-----------------------------|---|
| TIP Start Date: | Anticipated Date of TIP Completion: |
|-----------------------------|---|

TIP Review Anticipated Meeting Dates

1. _____ 2. _____ 3. _____ 4. _____

| Identified domain Category | Actions to be Taken | Principal's responsibilities | Teacher's responsibilities | Timeline for completion | Success Indicators <i>Evidence and artifacts</i> | Improvements made and documented |
|----------------------------|---------------------|------------------------------|----------------------------|-------------------------|---|----------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

INITIAL PLANNING SESSION

TEACHER SIGNATURE

DATE

ADMINISTRATOR SIGNATURE

DATE

ASSOCIATION REPRESENTATIVE

DATE

ACCEPTANCE OF TIP PLAN

TEACHER SIGNATURE

DATE

ADMINISTRATOR SIGNATURE

DATE

ASSOCIATION REPRESENTATIVE

DATE

SUPERINTENDENT SIGNATURE

DATE

REVIEW SESSION 1

TEACHER SIGNATURE

DATE

ADMINISTRATOR SIGNATURE

DATE

ASSOCIATION REPRESENTATIVE

DATE

SUPERINTENDENT SIGNATURE

DATE

REVIEW SESSION 2

TEACHER SIGNATURE

DATE

ADMINISTRATOR SIGNATURE

DATE

ASSOCIATION REPRESENTATIVE

DATE

SUPERINTENDENT SIGNATURE

DATE

REVIEW SESSION 3

TEACHER SIGNATURE

DATE

ADMINISTRATOR SIGNATURE

DATE

ASSOCIATION REPRESENTATIVE

DATE

SUPERINTENDENT SIGNATURE

DATE

REVIEW SESSION 4

TEACHER SIGNATURE _____ / _____ DATE ADMINISTRATOR SIGNATURE _____ / _____ DATE

ASSOCIATION REPRESENTATIVE _____ / _____ DATE SUPERINTENDENT SIGNATURE _____ / _____ DATE

ADEQUATE IMPROVEMENT: SHOWN _____ NOT SHOWN _____

TEACHER SIGNATURE _____ / _____ DATE ADMINISTRATOR SIGNATURE _____ / _____ DATE

ASSOCIATION REPRESENTATIVE _____ / _____ DATE ADMINISTRATOR SIGNATURE _____ / _____ DATE

SUPERINTENDENT SIGNATURE _____ / _____ DATE

DATE

**ARTICLE 25
TERMS OF AGREEMENT**

Subject to any future amendments that may extend its term, this Agreement will remain in effect up to and including June 30, 2018. Upon prior notice either party may open negotiations as to any and all provisions of this Agreement on or after January 15, 2018.

This Agreement represents the entire and integrated agreement between the Board and the Association and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written instrument, duly signed by the representatives of both parties. Neither party shall be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

CHEEKTOWAGA CENTRAL SCHOOL DISTRICT

BY: _____
Renee Wilson, President, Board of Education Date _____

BY: _____
Dennis Kane, Superintendent of Schools Date _____

CHEEKTOWAGA CENTRAL TEACHERS' ASSOCIATION

BY: _____
Jeff Kuemmel, President Date _____

Appendix A

TERMS AND CONDITIONS GOVERNING ARTICLE 17 TEACHER RETIREMENT BENEFIT

MANDATORY CLAUSES

1. **No Cash Option.** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations.** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971(1), the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Retirement System

(1)Explanation for TRS Categories: Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is in part calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC § 415.

The final average salary of all other members of the TRS (i.e., all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415, is more advantageous for those members.

(“TRS”) with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees’ Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent the Non-elective Contribution exceeds the Contribution Limit, the excess shall be contributed to the retiring eligible employee’s Code Section 403(b) account by not later than the last day of the first month of the immediately following limitation year as a Non-elective Contribution (which contribution also may not exceed the maximum amount permitted under the Code), and by not later than the last day of each subsequent month for up to five years after the year of the retiring eligible employee’s retirement, until such time as the Non-elective Contribution is fully deposited into the retiring eligible employee’s Code Section 403(b) account. In no event will the Employer be obligated to remit Non-elective Contributions to the 403(b) Plan that exceed the Contribution Limit.

Death Prior to Non-Elective Contribution to 403(b) Plan. Should a retired eligible member die prior to actual contribution to the member’s 403(b) account by the District of the full amount of the employer non-elective contribution required under this Paragraph, the District shall nevertheless be required to make such non-elective employer contribution to the deceased member’s 403(b) account, subject to the limitations of Code Section 415(c) as prescribed by Treasury Regulation Section 1.403(b)-4(d)(1) and (2), Example 3. The dollar equivalent of any employer contribution that cannot be contributed to the District’s 403(b) plan after the death of the member on account of the limitations of Code section 415(c) shall be forfeited.

Failure to Open Account Prior to Death. If the member did not designate a Code Section 403(b) account for investment or if the investment account so designated will not accept an employer non-elective contribution for any reason, then the District shall make best efforts to deposit the contribution, in the name of the member, into an account established with an investment provider under the Code Section 403(b) plan of the District that will accept the contribution.

3. **403(b) Accounts.** Employer contributions shall be deposited into the 403(b) account of each recipient employee. If the employee does not have a 403(b) or account, the Employer shall deposit the employer contributions, in the name of the employee, into a 403(b) account established in the employee’s name. Agents from Participating Service Providers in the 403(b) Plan will be allowed reasonable access to the Employer’s facilities in order to assist the employees and Employer’s representatives in fulfilling applicable 403(b) legal requirements. However, as a condition precedent to the Employer having any duty to make a Non-elective Contribution on behalf of an otherwise eligible current or retired Association Member, the following additional requirements must be met:
 - (a) the member must choose a specific Participating Service Provider's 403(b) or the Employer's Participating Service Provider's investment account that will accept Employer's Non-elective Contribution.
 - (b) the member must sign a written 'designation and release form' that identifies such Participating Service Provider's 403(b) investment account into which the Non- elective Contribution shall be made, and

- (c) the signed 'Designation and Release form' must include the following release language: "I understand that the 403(b) account that I alone have selected and designated herein is an investment that the Board and District have no control over, and which may lose its entire value through no fault of the Board or District. I therefore release the Board and District from responsibility for any and all damages or financial losses that I may suffer at any point in time after the Non-elective Contribution to which I am entitled has been deposited in the above-designated 403(b) account.'

The Employer and Association will jointly create the 'designation and release form' referenced above.

4. **Tier I Adjustments**. For Tier I retirees with membership dates prior to June 17, 1971, the required Employer Non-elective Contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.

These terms and conditions shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible to the original intent of the parties.

These terms and conditions shall further be subject to the approval of the 403(b) Provider, which shall review them solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code.

Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider.

4. **Employer Non-Elective Contribution Equal to Termination Pay**. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of Employee. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended. The Employer shall deposit the contribution.

