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*"Educated in East Aurora today,
to better serve the community tomorrow."*

AGREEMENT

By and Between the

**EAST AURORA UNION FREE SCHOOL DISTRICT
SUPERINTENDENT**

and the

EAST AURORA FACULTY ASSOCIATION

Effective July 1, 2012 - June 30, 2016

PART A

Articles Applying to Teachers and Nurses Unless Specifically Modified by Part B of the Agreement.

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PART A

Articles Applying to Teachers and Nurses

Unless Specifically Modified by

Part B of the Agreement.

PREAMBLE

This Agreement is by and between the East Aurora Union Free School District Superintendent, hereinafter called the "District" and the East Aurora Faculty Association, hereinafter called the "Association."

ARTICLE I

GENERAL PROVISIONS

1.1 Duration

1.1.1 This Agreement is effective from July 1, 2012 - June 30, 2016, and it incorporates the entire understandings of both parties on all issues.

1.1.2 The parties to this Agreement further understand that this Agreement shall continue through the 30th day of June, 2016, and may be modified only by the mutual written agreement of the parties.

1.2 Negotiations Procedures

1.2.1 By no later than December 1 of the year prior to the termination of this contract, the Association President and the Superintendent will meet to discuss negotiations for a successor agreement. An additional Association representative shall have the right to attend this meeting. If both parties agree, negotiations will begin by not later than the second Friday in January with each party submitting a maximum of six proposals. Proposals will be described verbally in a conceptual nature or submitted in writing as determined by both parties. One of the proposals may represent all of the articles for which unit members are compensated or receive a stipend. For the purpose of this article, proposals will be defined as specific changes to or a deletion of a current article or the addition of a new article. When submitted in writing, proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract.

1.2.2 If either party requests to open negotiations early, and not according to the stipulations in 1.2.1, and the other party agrees, the party requesting to open will present its proposals at the first meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting, the other party will respond in the same manner. The first meeting and all necessary subsequent meetings shall be called at times mutually agreeable to both parties.

1.2.3 If there is not mutual agreement to begin negotiations as described in 1.2.1 or 1.2.2 of this article, then meetings for a successor agreement will begin with the exchange of written proposals on the fourth Friday in January prior to the termination of this contract.

1.2.4 Before the conclusion of each meeting, the time, date, and place for the next meeting shall be established by mutual consent of the spokesperson of both parties.

- 1.2.5 The parties shall submit to each other a letter of certification stating the name of its chief spokesperson and empowering said individual to act as Chief Negotiator to make, consider, alter and tentatively agree to all proposals at the negotiations table. This letter of certification shall be presented to each party prior to the first formal negotiations meeting.
- 1.2.6 All tentatively agreed upon items must be initialed by each respective spokesperson prior to the conclusion of each meeting.
- 1.2.7 Upon completion of the negotiations process, all agreements tentatively reached by the negotiating teams shall be submitted in writing to the Superintendent of Schools and the Association membership for ratification.
- 1.2.8 Any release of the Tentative Agreement reached or the contents of the Final Agreement shall be done by mutual consent of both parties.
- 1.2.9 Upon ratification, the Agreement shall be signed by the President of the East Aurora Faculty Association and the Superintendent of Schools.

1.3 **Taylor Law Notice**

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.

1.4 **Conflict with Law**

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

1.5 **Definitions**

- 1.5.1 The term "unit member" is defined to include all teachers, school library media specialists, school counselors, speech therapists, school psychologists and certified school social workers employed by the District.
- 1.5.2 Substitute teachers shall be granted bargaining unit status when hired to take the place of a regular teacher on a leave of absence whether on paid or unpaid status for one calendar month or more and that the Association is entitled to dues and Agency fees as a result of the assignment of these members.

Long term substitutes assigned for one (1) semester or more shall be compensated at the negotiated rate of pay and placement on the current salary schedule. They shall be entitled to Health Care benefits when the District knows or should have known that placement would be of that duration, as determined by their F. T. E. status and Section 3.3. Substitutes shall be retroactively compensated the pro-rated monthly monetary amount of the District's contribution to unit member health insurance as determined by their F. T. E. status and in Section 3.3 from the start of their assignment.

Long term substitutes assigned to replace a teacher out on unpaid leave through the end of a consecutive assignment of less than one (1) semester shall, after thirty (30) calendar days, be compensated at the daily rate of 1/200th of Step B1 of the current salary schedule and shall be entitled to Health Care benefits as determined by their F. T. E. status and Section 3.3.

Long term substitutes assigned to replace a regularly assigned teacher out on paid leave for less than one (1) semester shall, after thirty calendar (30) days, be compensated at the rate of 1/200th of Step B1 of the current salary schedule. They are not eligible for medical or insurance benefits.

If a regular substitute teacher becomes eligible for medical and other insurance in an assignment of less than one semester, but whose eligibility period is less than one month for medical and other insurance benefits, the substitute shall be retroactively compensated the pro-rated monthly monetary amount of the District's contribution to unit member health insurance as determined by their F. T. E. status and in Section 3.3 from the start of their assignment.

- 1.5.3 "Assignment" is defined to mean the building, level, subject and course taught or other defined professional responsibility.
- 1.5.4 The term "unit member" is defined to include school nurses.

ARTICLE 2

DISTRICT - ASSOCIATION RELATIONS

2.1 Recognition

2.1.1 Negotiation Unit

The District recognizes the Association as the exclusive negotiating representative for all professional personnel, excepting the Superintendent, his immediate staff and administrators. Those excepted from this unit include:

- 2.1.1.1 Assistant Superintendents
- 2.1.1.2 Administrative Assistants
- 2.1.1.3 Building Principals and Assistant Principals
- 2.1.1.4 School Lunch Manager
- 2.1.1.5 Superintendent of Buildings and Grounds
- 2.1.1.6 Director of Continuing and Community Education
- 2.1.1.7 Substitute Teachers (per diem)
- 2.1.1.8 Adult Education Teachers
- 2.1.1.9 Director of Pupil Services
- 2.1.1.10 School Business Administrator
- 2.1.1.11 Other administrative and/or supervisory personnel

2.1.2 Membership in the Association

It is recognized that membership in the Association shall not be a prerequisite for employment. Membership or non-membership shall not affect the professional duties or activities of any unit member, and that individual unit members may or may not avail themselves of the services or activities of the Association without discrimination based thereon.

2.1.3 Payroll Deductions for the Association

- 2.1.3.1 Payroll deductions for the Association unitized dues (EAFA & affiliates), as well as "agency fee deduction," shall be provided by the District. In order to facilitate the foregoing, the District shall provide prompt and timely notice to the Association of personnel changes.

2.1.3.1.1 The District agrees to permit voluntary payroll deductions for VOTE-COPE from unit members. Deductions and transmittal of funds shall be made at the time as member dues deductions.

2.1.3.2 The District will provide payroll deduction to negotiating unit members wishing to access benefits through the NYSUT Benefit Trust Program. The District will remit payments deducted from the salary of a unit member to the NYSUT Benefit Trust upon submission of an authorization to the District signed by the said member. Such signed authorization may be discontinued at the end of its term upon written notice by the member to the District. The District will remit to the NYSUT Benefit Trust the payments deducted and will furnish the Trust and the Eafa with a list of all employees from whose salaries such deductions have been made.

2.1.3.3 It is agreed that the District will not be held responsible for errors made by the Association or unit members in submitting payroll deduction information to the District.

2.1.4 Length of Recognition

The Board of Education and the Association do hereby agree to extend the period of unchallenged representation status for the maximum authorized by law.

2.2 Representation at Disciplinary Meetings

A unit member shall have the right to have Association representation at a meeting with a principal or assistant principal before any discipline is imposed. If a unit member has reason to believe that a meeting with the Superintendent or the Director of Pupil Services will result in the imposition of discipline, the unit member will have the right to have an Association representative present. This paragraph shall not apply to meetings or conferences held solely for the purpose of unit member performance evaluation.

2.3 Unit Member-Administration Liaison

2.3.1 To promote communications among the Board of Education, the Superintendent and the Association, and to further provide an avenue to exchange ideas and concerns, meetings may be requested by said parties.

2.3.2 A committee is hereby established to examine, review and attempt to resolve complaints by either party to this Agreement not related to matters covered by this contract or Board of Education policy. The committee will consist of one Association representative from each building, the Superintendent of Schools or his designee, and one building principal. Any matters to come before this committee shall be discussed by the Association Building Representative with his building principal prior to the meeting of the committee. The Superintendent shall be notified twenty-four hours in advance of all items to be covered at

any one meeting. Meetings shall be held at the request of either party within fifteen days of the receipt of such request. Permanent and cumulative records of complaints and actions taken by the Superintendent or his designees will be kept by the Superintendent and the Association.

- 2.3.3 Each building principal and the chief building representative of the Association may meet monthly to discuss any problems arising from the implementation of this contract, provided that such discussion shall in no way alter the meaning, application or interpretation of any condition of this Agreement.

2.4 **Study Groups**

- 2.4.1 The Superintendent and the Association recognize that matters affecting the quality of the educational program may require cooperative professional study. Study groups, under this Section, may be initiated by the Superintendent, by request of the Association or by individuals covered by this Agreement.
- 2.4.2 In establishing the composition of the above study groups, the Superintendent will consider the recommendation of the Association, administrators and other professional personnel who express a particular interest in the matter. The Superintendent and the Association president, or their designees, will serve on each study group. Each study group will be constituted such that at least one-half of the group will be Association members.

2.5 **Association Rights and Privileges**

- 2.5.1 As soon as adopted by the Board of Education, the Superintendent shall make available to the negotiating team of the Association the proposed budget for the next fiscal year and shall also make available such other pertinent records, data, and information of the District as may be matters of public record.
- 2.5.2 The District agrees to allow the East Aurora Faculty Association access and use of its office space currently located in the basement of the Middle School building. District access to the office space shall be limited to the Business Office Manager and the Buildings and Grounds Supervisor. The Association shall have the right to said office space until the District notifies the Association for its educational need. Notice shall be provided to the Association, should the District require access to said office space.

2.6 **Unit Member Rights and Privileges**

- 2.6.1 The involvement of unit members in curriculum planning through their participation in the District Curriculum Coordinator Council will be continued.
- 2.6.2 The District shall not interfere with the private lives of the unit member in any way unless their action affects their professional responsibilities.

2.6.3 The District and the Association agree that it is the duty and the right of each unit member to express his or her views responsibly and constructively on matters relating to learning in the public school system.

2.7 District Rights and Privileges

2.7.1 Except as otherwise provided by any provision of this Agreement, the Board maintains its right to exercise its management prerogatives in accordance with regulations of the Commissioner and the Education Laws of New York State.

2.7.2 Unit members shall not use their classroom forums to exert influence on the District.

ARTICLE 3

COMPENSATION

3.1 Annual Salary

3.1.1 Unit members will be placed on the salary schedule at a point which reflects their total years of service to the East Aurora Union Free School District plus any prior service credit which may be granted by the District. Graduate hours and approved in-service credit hours (15 clock hours of a single course equals 1 in-service credit) will be paid in blocks of 3 hours at the rate of \$135 per block of hours earned. The salary schedules for the duration of the Agreement are set forth as Appendix A.

3.1.2 Summer school unit members will be paid at the hourly rate of \$24.80.

3.1.3 If, in the final school year of professional service of a unit member, the member submits to the District a letter of resignation for the purpose of retirement at least ninety calendar days prior to the effective date of the retirement, he will be paid compensation in recognition for past services rendered to the District, amounting to fifteen percent (15%) of the number of unused sick days he has accumulated (not to exceed 250) times 1/200th of his basic annual salary, but not less than 1/20th of his basic annual salary. Such compensation for a professional person retiring at a time other than at the end of a semester will be computed on his basic annual salary for the prior year.

3.1.4 A unit member assigned by the District to work on a Curriculum Development project during the summer months of July and August shall be paid for such work at the hourly rate of \$24.80.

3.1.5 Grade Level/Curriculum Coordinators

3.1.5.1 Grade Level/Curriculum Coordinators shall be employed through an application and interview process as determined by the Superintendent of Schools. Unit members (within the specified grade level or academic department) will have the opportunity to participate in the selection process. Appointments will be made based upon the recommendation of the appropriate administrative personnel and may be for up to three years with annual renewable terms for Grade Level/Team Leader representatives and may be for up to five years (one curriculum review cycle) for Curriculum Coordinators and Department Chairs. All Grade Level/Curriculum Coordinator will teach a regular assignment. Curriculum Coordinators/Department Chairs will not be assigned to study hall, hall, bus or cafeteria (recreation) duties, whenever possible, so as not to exceed a two days per week supervisory assignment.

3.1.5.2 Grade Level Coordinators

- a. Not less than sixteen (16) Grade Level Coordinator Positions as found below will be filled, annually as determined by the Superintendent:

Parkdale – Seven (7) K – 4 plus (2) Specials/Support
Middle School – Six (6) 5 – 8 plus (2) Specials/Support
High School – Three (3) from the following areas:

Art, Music, Business/CDOS, Physical Education, Library/Media,
Language Other Than English, Technology, Support

- b. Grade Level Coordinator Positions will be compensated at the annual rate of \$1,570.
- c. Grade Level/Team Coordinator Performance Responsibilities shall be limited to the following:
- (1) Serves as a member of the Principal's Cabinet which studies administrative and educational issues in the building and develops recommendations for solutions.
 - (2) Attends regular building level cabinet meetings.
 - (3) Conducts regular grade level/team meetings.
 - (4) Collects and disseminates minutes from grade level/team meetings to teachers, the building principal and the Assistant Superintendent of Curriculum, Instruction and Personnel.

- (5) Assists administrators in maintaining and improving the quality of instruction within their grade level/team areas.
- (6) Recommends grade level/team budget priorities.
- (7) May assist the principal with scheduling.
- (8) Completes other related tasks as mutually agreed upon between the building principal and the grade level/team coordinator.

3.1.5.3 Curriculum Coordinators

a. Not less than seventeen (17) Curriculum Coordinator positions as found below will be filled annually as determined by the Superintendent.

- 1. Grades K-4 (5)
 - (a.) Mathematics
 - (b.) Science
 - (c.) Social Studies
 - (d.) English/Language Arts
 - (e.) Special Education/Support (K-8)
- 2. Grades 5-8 (4)
 - (a.) Mathematics
 - (b.) Science
 - (c.) Social Studies
 - (d.) English/Language Arts
- 3. Grades 9-12 (1)
 - (a.) Special Education/Support
- 4. Grades K-12 (8)
 - (a.) Art
 - (b.) Music
 - (c.) Business/Career Development/Occupational Studies (CDOS)
 - (d.) Physical Education
 - (e.) Library/Media
 - (f.) Languages Other Than English
 - (g.) Technology
 - (h.) Data Integrator

b. Curriculum Coordinator positions will be compensated at the annual rate of \$1570.

c. Curriculum Coordinator Performance Responsibilities shall be limited to the following:

- (1) Serves as a member of the District Curriculum Coordinator's Council which shall meet monthly with the Assistant Superintendent for Curriculum, Instruction and Personnel for a duration of one (1) hour. Meetings will start at 3:30 p.m.
- (2) Attends meetings and training specific to their area of responsibility as need.
- (3) Chairs monthly curriculum area meetings.
- (4) Collects and disseminates minutes from curriculum area meetings to teachers, the building principal and the Assistant Superintendent for Curriculum, Instruction and Personnel.
- (5) Provides support to classroom teachers in the coordinator's assignment area with regards to the implementation of District-approved curriculum. Articulates and implements plans to meet the new standards set by the State.
- (6) Directs and organizes the curriculum reviews following the reviews following the review cycle and format for reporting.
- (7) Organizes and directs the process for textbook selection.
- (8) Serves on hiring committees for vacant positions in their area.
- (9) Provides input for the planning of Superintendent Conference Days.
- (10) Disseminates information to staff regarding workshops and in-service opportunities.
- (11) Reviews data provided by the Assistant Superintendent of Curriculum, Instruction and Personnel from the State and local assessments related to student achievement, and in conjunction with teachers and the administrative staff, uses that data as one criterion in determining curriculum and instruction delivery systems.
- (12) Completes other related tasks as mutually agreed upon between the Assistant Superintendent of Curriculum, Instruction and Personnel and the Curriculum Coordinator.

3.1.6.4 High School Department Chairs

- a. Not less than four (4) High School Department Chair positions as found below will be filled annually as determined by the Superintendent:

Mathematics
Science
Social Studies
English/Language Arts

- b. High School Department Chair positions will be compensated at the annual rate of \$2,355.
- c. High School Department Chair Performance Responsibilities shall be limited to that of both the Curriculum Coordinator and Team Leader.

3.1.6.5 A study group shall be reconvened to evaluate the changes made in Section 3.1.6 and the roles and responsibilities of the positions of Grade Level Coordinators, Curriculum Coordinators, and High School Department Chairs. The Assistant Superintendent for Curriculum, Instruction and Personnel shall form a group to study the same so that the group may begin work in the beginning of January, 2010 and implement their finding in September, 2010.

3.1.7 Compensation for the position(s) of Peer Mentor and Peer Coach, pursuant to the terms of the Teacher Evaluation Program, will be \$800 per year, per unit member assigned.

3.1.8 Compensation for the position of District Wellness Coordinator will be \$1,814.

3.1.8.1 The Wellness Coordinator works directly with administration, faculty and staff in coordinating and directing of on-site work health services. The Wellness Coordinator serves on the District Health Insurance Committee working directly with insurance liaison examining strengths and weaknesses in HMO group utilization, and serves as District Health and Safety representative.

The chairperson is responsible for:

- Directing the District Wellness Team in planning and scheduling of monthly wellness meetings, activities and events;
- Coordinating and working as the Employee Assistance Program Liaison to schedule yearly events, activities and seminars that support wellness (Opening Day and other scheduled days through the school calendar year);
- Coordinating and working as a Health Care Provider Liaison to assess, schedule and determine yearly activities and events targeting district health assessment needs;

- Promotion of United Way campaign, distributing materials and collecting funds;
- Promoting Flu-Shot Clinic planning, distributing and set up with provider;
- Attending meetings of the Health Insurance Advisory Committee;
- Reporting and resolving health and safety issues not resolved at the building level.

- 3.1.9 Compensation for the position of Athletic Director, should the position be assigned to a unit member, shall be a sum equal to .085% of the regular teaching salary of the unit member appointed to the position.
- 3.1.10 The school counselor's work year will begin four (4) workdays before and will end five (5) working days after the regular work year scheduled for all other unit members and they will be paid 1/190 of their basic annual salary for each such day.
- 3.1.11 Any regular, full-time unit member who is offered and accepts a teaching assignment in excess of that unit member's normal workday shall be paid at the rate of 1/1330 times the scheduled salary of MA, Step 10 for each hour of teaching time and any agreed upon planning time in excess of such workday. This provision will not be used for the purpose of, or result in the reduction of teaching positions or staff, nor as a method of avoiding any other statutory rights that may exist.
- 3.1.12 School psychologists will be paid 1/190 of their basic annual salary for each day worked during the months of July and August up to a cumulative total of thirty (30) days, as scheduled and approved by the Director of Pupil Services. This provision shall only apply commencing with work completed after July 1, 2006.

3.2 **Co-Curricular and Interscholastic Activities**

- 3.2.1 Scheduled stipends are set forth as Appendix B. Advancement to the next higher step indicated will be according to years of experience, but will also be subject to demonstrated satisfactory performance as determined by the appropriate principal's evaluation.
- 3.2.2 When first appointed as an advisor or coach, a person may be placed on a step higher than step one only upon submission to the Superintendent of authenticated satisfactory performance in that position.
- 3.2.3 An assistant coach who is promoted to Head Coach in the same sport will be placed on the Interscholastic Schedule at the lowest step which will insure that he will receive no less salary than he received as an assistant coach.

3.2.4 Payment of salaries will be made as follows:

3.2.4.1 Coaches: Fifty percent (50%) midway through the season and fifty percent (50%) following the close of each season after authorization for payment is given by the athletic director and/or principal.

3.2.4.2 Intramural Positions: Following the end of the activity and after submission of a time sheet showing dates and hours worked.

3.2.4.3 Year-Long Clubs and Advisory Positions: Fifty percent (50%) of salary in the last January payroll period and fifty percent (50%) in the last June payroll period after authorization for payment is given by the building principal.

3.2.4.4 Short term activities: Following the end of the activity and after authorization for payment by the building principal.

3.2.5 Coaches of Varsity Interscholastic Athletics Teams who coach their team into post seasons play (exclusive of pre-qualifying rounds) will receive three (3) percent of their respective stipend amounts for each week or any part thereof that the team remains eligible for post season play.

3.2.6 The District shall give preference to qualified unit members for all co-curricular and interscholastic activities as defined in Appendix B of the Agreement. Five (5) business days shall be allotted for unit members to reply before posting vacant positions to non-unit members. Current position holders will maintain positions until vacated.

3.3 Insurance

3.3.1 The District will offer employees health insurance coverage as the selected plan(s) provide. Only reputable vendors will be considered by the District. Prescription and dependent care coverages to age 25/25 will be included so long as the carrier(s) provide such coverage. Other options will be included as offered by the carrier(s), specific to the selected plan(s).

3.3.1.1 The District agrees to offer Blue Cross/Blue Shield POS Plans 204 and 205 with a prescription drug plan through effective July 1, 2008. These plans will include a \$1,000,000 Major Medical Rider with an in-patient hospital deductible. Plan benefits and riders listed herein and benefits of plans listed herein will be provided contingent upon their availability from the carrier.

3.3.1.2 The District may offer at its discretion, other plans than those listed in 3.3.1.1.

3.3.1.3 Any unit member who has comparable health insurance coverage paid for at least to the same extent as above will not be eligible for coverage under the District plan. A unit member shall be entitled to coverage only upon annual submission to the District of a written affidavit stating that he does not, in fact, have comparable coverage so paid for by September 1st of each school year. The unit member must immediately notify the District should the unit member become eligible for such non-District coverage during the school year and must forthwith withdraw from the District's plan. The District shall provide the unit employees a form to be utilized for notification under this paragraph at the beginning of each school year and at the time of initial hire or return to employment, as applicable. Any unit member who has health insurance coverage from another source may elect in writing to waive coverage under the District plan. Any unit member .6 F. T. E. or more who has been rendered ineligible for or has waived District coverage, pursuant to this provision, shall be paid \$1,000 in the last pay period in June.

3.3.2 If two unit members are married to each other and have eligible children, the District shall be required to provide family coverage under the foregoing plans to only one of them (i.e., the one designated in a statement signed by both of them). However, if two unit members are married to each other and do not have children, neither shall be entitled to a family plan, but each shall be entitled to a single plan.

3.3.3 Any unit member who chooses upon retirement to continue as a participant in any or all of the plans offered pursuant to paragraph 3.3.1, and who is not, or is no longer, eligible for the benefits under Section 3.4, may continue in the group plans at their own expense, provided that if the premiums for same are not paid in advance of the date they are due, the District may discontinue coverage hereunder.

3.3.4 Effective July 1, 2013, the District will contribute 93.5% of the annual premium of the health insurance plan offered by the District (BC/BS POS 204) pursuant to the terms of Section 3.3.12 of this are for employees eligible for single person coverage and for employees eligible for family coverage. Effective July 1, 2014, the District will contribute 92% of the annual premium of the health insurance plan offered by the District (BC/BS POS 204) pursuant to the terms of Section 3.3.12 of this are for employees eligible for single person coverage and for employees eligible for family coverage. Effective July 1, 2015, the District will contribute 90% of the annual premium of the health insurance plan offered by the District (BC/BS POS 204) pursuant to the terms of Section 3.3.12 of this are for employees eligible for single person coverage and for employees eligible for family coverage. The District will establish a hospitalization co-pay fund. Should the plan include a hospitalization co-pay, the District will reimburse the employee 50% of the cost of that co-pay should it be up to \$500, and 75% of that co-pay should it be in excess of \$500, upon receipt of paid charges for hospital service.

3.3.5 The District shall contribute a share of the premium contribution set forth in paragraph 3.3.4 in direct proportion to the amount of time employed (expressed in "F. T. E." figures) for any faculty member employed for less than .5 F. T. E.

3.3.6 The Association will create a medical trust to provide insurance benefits to all members after a one (1) year waiting period for all new members. The Association will have sole responsibility for operating the trust, including determination of the types of coverage to be provided. However, the trust instrument and any amendments shall be subjected to approval by the District before the trust or any amendments are effective. The District's sole obligation with respect to the trust shall be to contribute funds to the trust in accordance with the following schedule:

	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
July 1	\$25,000	\$25,000	\$25,000	\$25,000	\$30,000	\$30,000	\$30,000	\$30,000
Sept. 1	\$32,000	\$32,000	\$32,000	\$32,000	\$30,000	\$30,000	\$30,000	\$30,000
January 1	\$27,000	\$27,000	\$27,000	\$27,000	\$28,200	\$32,610	\$37,241	\$42,102

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
July 1	\$30,000	\$30,000	\$20,000	\$25,000	\$30,000
Sept. 1	\$30,000	\$30,000	\$20,000	\$25,000	\$30,000
January 1	\$42,102	\$2,102	\$32,102	\$32,102	\$42,102

Beginning in the 2008-2009 school year, the District will increase its annual contribution by five (5) percent each year based on the \$84,000 contribution paid during the 2007-2008 school year. The same periodic payment schedule should apply as follows: \$30,000 on July 1, \$30,000 September 1 and the balance on January 1. The above amounts shall be used to pay benefits and to pay for administration of the plan if administered by a third party. The plan may be administered by an outside entity selected by mutual agreement of the District and the Association. The District shall be allowed to review the trust's business records to insure that the monies have been expended in a manner consistent with the stated purpose of the trust. Any and all funds unexpended in a given fiscal year by the trust shall be returned to the District unless otherwise agreed to by the parties.

3.3.8 The District shall implement a Section 125 Cafeteria Plan. That plan will make provision for coverage of at least unreimbursed medical expenses and dependent care costs, and such other uses as may be mutually agreed by the District and the Association prior to implementation of the plan. Funding of plan benefits shall be solely through employee salary reduction contributions. The plan shall be administered by an outside entity selected by mutual agreement of the District and the Association. The District will pay for the initial implementation of the plan. Annual costs of administration shall be born equally by the District and the unit members, with the unit member contribution being withheld by a payroll deduction for each employee participating in the plan. The final plan document will reference the in-lieu of insurance payment.

- 3.3.9 The District and the Association agree to the establishment of a health insurance advisory committee. This committee will consist of three (3) representatives from the District and three (3) representatives from the Association and the insurance broker. The purpose of this committee will be to actively investigate ways that health insurance costs can be contained. The committee will meet on a regularly scheduled basis and will forward recommendations (if any) to the Superintendent and Association President by May 1 of each year.
- 3.3.10 The District shall agree to establish a 105(h) Health Savings Account for each unit member with compensable status. Unit members 0.5 F. T. E. and above who qualify for full District health care coverage will receive \$500 per year for the duration of this agreement. One half of the funds will be deposited on September 1 and one half will be deposited on January 1 each school year. Members 0.4 F. T. E. and below will receive this benefit pro-rated.

A unit member may elect to have this money placed into a 403(b) account in lieu of a 105(h) Health Savings Account.

This shall terminate on July 30, 2016.

3.4 **Retirement Incentive Program**

- 3.4.1 A unit member becomes "eligible to retire for incentive purposes" when that unit member has both accumulated ten years of service to the District and is eligible to retire without penalty according to the rules and regulations of the New York State Teachers' Retirement System.
- 3.4.2 Any unit member who becomes eligible to retire for incentive purposes between September 1 of any school year and September 1 of the following school year will be eligible for a retirement incentive payment provided such unit member gives notice to the District in writing on or before January 1 of that year. His/Her retirement will be effective on June 30 of that school year in which the unit member gives notice of intent to retire. Such incentive payment will be in the amount of \$14,000, together with any amounts due and owing to such unit member pursuant to paragraph 3.1.4 of this Agreement up to a maximum amount of \$4,000.
- 3.4.3 Nothing contained herein shall require the District to replace any retiring unit member.
- 3.4.4 All payments due and owing to any unit member who retires and is eligible for a retirement incentive payment shall be paid to that unit member on the first regular pay day following October 15 of the year in which that unit member's retirement becomes effective.
- 3.4.5 Notwithstanding the foregoing, any unit member who is eligible to receive a retirement incentive payment may elect to establish with the District an insurance account, which account shall be credited with all or part of the monies, at the unit member's option, which that unit member may be eligible to receive pursuant to the provisions of this Agreement

and paragraph 3.1.4 of the current Agreement multiplied by 1.31. The District, on behalf of the unit member, shall pay the premiums for health insurance for that unit member until said account is reduced to zero. Should said unit member die before said account is reduced to zero, the District shall pay the premiums for said insurance for the benefit of the unit member's surviving spouse, if any, until the account is reduced to zero. If no spouse survives such unit member, all obligations of the District with respect to this account shall cease and the account shall be canceled. No interest on said account shall be payable to or on behalf of any unit member and nothing herein shall require the District to establish an actual fund or segregate monies for purposes of establishing any account.

- 3.4.6 For any unit member who is eligible to retire for incentive purposes in any given year, the District may, in its sole discretion and for good cause involving serious, life threatening illness, waive the requirements of this Agreement respecting effective dates of retirement, provided that said unit member has given or does give written notice to the District of his intention to retire on or before the dates specified herein for any given year.
- 3.4.7 The terms of this Section 3.4 shall not be applicable to any unit member hired on or after July 1, 1995.
- 3.4.8 **THIS AGREEMENT** is entered into as of the 24th day of May, 2004, by and between the East Aurora Union Free School District ("Employer") and the East Aurora Faculty Association ("the Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective May 24, 2004, the Employer and Association agree to the following:

MANDATORY CLAUSES

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.

1. **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, 1971¹, 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 Teachers Retirement System ("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 that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
2. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) ING Opportunity Plus Account to receive Employer contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
 3. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
 4. This MOA 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 closest as possible, to the original intent of the parties.

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 member.

5. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA 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*. ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

3.4.9. – Retiree Health Insurance vs. NEEC 403(b) Contribution

3.4.9.1 Employees that terminate employment with the District for purposes of retirement and who qualify for normal retirement under the Teachers Retirement System shall receive the same health insurance coverage (or comparable coverage if the District changes providers) as was provided prior to such retirement for a period of time as the calculated value of accumulated, but unused sick leave/retirement incentive, as calculated in the Collective Bargaining Agreement Sections 3.1.4, 3.4.2 and 3.4.5 which sum is to be expended by the District in the payment of health insurance premiums, is exhausted. Such health coverage shall be made available to retirees at the same cost as comparably ranked active employees.

Notwithstanding the provisions of Section 8.1 above, any qualifying retiree who notifies the District, in writing, before January 1 of the year of retirement that he or she has post-employment health coverage provided through another health plan shall not receive the benefit described in Section 8.1 but shall instead receive a non-elective employer contribution into the retiree's 403(b) account in an amount as calculated in the Collective Bargaining Agreement Sections 3.1.4 and 3.4.2 for each year of service in the District, subject to the IRC 415(c) maximum contribution.

A qualifying retiree shall not have an option to receive cash for the benefits provided under Sections 8.1 and 8.2. Non-elective employer 403(b) contributions, if any are payable, shall be contributed into the 403 (b) ING Opportunity Plus account.

3.4.9.10 Employer Non-Elective Contribution Equal to Termination Pay

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with Sections 3.1.4 and 3.4.5 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution

permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than 45 days , following the employee's severance date.

3.4.9.11 Retirement Incentive

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than January 1st of the last year of employment. The total amount of the Employer's Non-Elective Contribution for each eligible employee shall equal the calculation from the collective bargaining agreement Sections 3.4.2 and 3.4.5. Employer shall make the maximum contribution as required by the Collective Bargaining Agreement and the Memorandum of Understanding permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.

3.5 Use of Personal Automobile on School Business

Whenever it is necessary for a unit member of the District to use his or her automobile for District business and District transportation is not provided, the unit member shall be compensated or reimbursed by the District for such auto use at the rate established by the Internal Revenue Service which is in effect on July 1 of each school year this Agreement is in effect.

3.6 Individual Objections to Salary

Within five (5) days after the receipt of salary notification, or August 20, whichever is later, each individual will indicate in writing any disagreement or exception to his/her salary set forth in said notice, but failure to do so shall not be considered a waiver of the right of the individual to secure adjustments to any subsequently discovered errors. If notification of error is received late, any necessary salary adjustments will be made at the earliest time practicable for the District to do so.

3.7 403 (b) Plan Expenses

The School District and the Association shall share in the costs associated with the new IRS regulations regarding 403 (b) administration and plan implementation. The District agrees to pay for the first year set up fee of \$3,495 as well as the plan documentation fee of \$3,000. The Association membership shall pay the annual maintenance fee. Any unit member who participates shall pay the annual maintenance fee which will be collected in full on the first payroll period in October.

ARTICLE 4

POSITIONS, SCHEDULES AND EVALUATIONS

4.1 Assignments and Vacancies

- 4.1.1 Unit members will be notified of their assignments for the following year in writing by the last day of unit member attendance. It is understood by both parties that changes in enrollment and staffing may cause some modifications of those assignments and that a unit member will be notified as soon as practicable of any change in the assignment. In the event of a transfer of assignment or location, due consideration shall be given to the unit member's length of service to the District, qualifications and preference of the unit members affected and shall not be disciplinary. Past evaluations of the unit member will also be taken into consideration. Unit members requesting a building transfer to a vacant position within their current tenure area may do so by adhering to transfer request procedures by completing the appropriate form and submitting it to the designated administrator by no later than April 15. In the event the unit member is interested in transferring to a position currently encumbered by another unit member, then a meeting with the building principal or Superintendent may be requested by no later than April 15 in lieu of completing the aforementioned transfer request procedures. Those unit members requesting a transfer will not be required to participate in the regular instructional hiring procedures as they apply to applicants not already on staff. Although the final decision for transfer is not reviewable, the unit member transferred shall, upon request, be given the reasons for the transfer in writing and, if the unit member chooses, a meeting with the Superintendent to discuss the justification for the transfer prior to the effective date of the transfer. Final assignment determination will be based upon what is determined to be in the best interest of the instructional program, as determined by the Superintendent.
- 4.1.2 Having been reviewed pursuant to Article 2, Section 2.4 (Study Groups) the assignment and obligations of shared and part-time teachers as agreed to are set forth as Appendix C.
- 4.1.3 Notice of appointment, if made to co-curricular and interscholastic activities as listed in the Agreement herein, shall be given at least thirty (30) days prior to the start of each activity or season.
- 4.1.4 Whenever any teaching, co-curricular or interscholastic vacancy covered by this Agreement shall occur, the District shall post a written notice of same, containing a description of the qualifications for and the duties of the position in the principals' offices and faculty rooms in each of its schools, and shall provide a copy of said notice to the Association. No such vacancy shall be filled, except on a temporary basis, until it shall have been so posted for at least ten (10) calendar days. This clause shall in no way operate as a limitation on the District as to sources for filling such vacancies or new positions.

4.1.5 Whenever a bargaining unit, co-curricular, or interscholastic position is established by the District during the life of this Agreement, the terms and conditions of employment relative to said new position(s) will be negotiated with the Association. This clause is not intended to be, or be interpreted as, a clause requiring the negotiation of a new position or creation of same by the negotiation process or the filling of said positions.

4.2 Substitutes

4.2.1 The District shall endeavor to hire substitute cafeteria, playground and other personnel as may be necessary, as determined by the Superintendent for sickness, absence or leave. It will not be the normal practice to use regular unit members as substitutes for absent unit members.

4.3 Teacher Aides

Para-professional employees assist unit members and administrators by undertaking a variety of non-instructional duties and instruction related duties in accordance with District policy and under the direction and supervision of unit members or administrators.

4.4 Teacher (Unit Member) Attendance

4.4.1 During the period from September 1st through June 30th, the regular unit member work year shall be 188 days. The additional days will not be scheduled during the Thanksgiving, Winter or Spring Recess period or holidays, as indicated on the approved school calendar. If a unit member has not completed his/her duties to the Superintendent's satisfaction on or before June 30th, his/her final paycheck may be withheld until he/she has done so. For all purposes of pay calculations, except for extra days worked, a unit member's daily rate of pay shall be 1/200th of his September 1st - June 30th salary. However, the daily rate of pay for extra days worked shall be 1/188th of the unit member's basic annual rate of pay.

4.4.2 The required unit member workday will be 7 hours, 40 minutes inclusive of a paid lunch period of time. Unit members also will be required to attend in addition to the regular workday up to three (3) afternoon/evening meetings, of approximately two and one-half (2 ½) hours in duration, per year. One of these meetings will be for Open House activities, one will be for parent conferencing, and one will be for other professionally related activities (not Open House or parent conferencing) as determined by the Superintendent. Also, unit members will be required to attend in addition to the regular workday up to three (3) faculty, department and/or grade level meetings of approximately one (1) hour in duration, per month.

- 4.4.3 The District will make a reasonable effort to assign secondary unit members to no more than three (3) consecutive classroom teaching periods per day, except in those cases where a unit member agrees to a different arrangement. At the High School, unit members will be provided a minimum of forty-four (44) minutes of total elapsed time between the end of the unit member's last assignment and his/her scheduled lunch period and the beginning of the assignment immediately following that lunch period. When developing the elementary division schedule, the District will take into consideration the consecutive teacher/student contact time within the school day. If 120 minutes of consecutive teacher/student contact time is exceeded, a 5 minute scheduled break will be provided within the exceeded time frame.

This provision for the elementary division will terminate June 30, 2016.

- 4.4.4 The Association agrees to work with the District in developing a plan for consecutive student teacher contact time at the Elementary division. It is further agreed that a committee of no more than 8 teachers (one-half appointed by the Association President) and 2 administrators (appointed by the Superintendent) will be formed to address issues and recommend resolutions.

The committee will report out its recommendation for consideration within 90 days of ratification of this agreement to the Association President and Superintendent of Schools.

4.4.5 Elementary School Contact Time

- 4.4.5.1 The last 2 days of elementary/middle school attendance days will be half days. One of these days shall be used for administrative directed tasks and the other day will be used for teacher directed classroom activities and be free from administrative meetings.

4.5 Teacher (Unit Member) Observation and Evaluation

4.5.1 Teacher Observation

- 4.5.1.1 Classroom observations may be conducted at any time by District administrative personnel and normally will be conducted by the building principal, assistant principal or immediate supervisor. Peer mentors and peer coaches may observe at the recommendation of the administration and/or the request or consent of the teacher. Parents and other community members may visit by appointment only. This visit will not be considered a formal observation.

- 4.5.1.2 Tenured teachers will be observed at least once per year.

4.5.1.3 Probationary, regular substitute and part-time teachers with less than 3 years of service will be observed at least three times per year. The three observations will be spaced through the year, with the first scheduled during the first ten weeks of school. The observations may be either announced or unannounced. Prior to any supervisory observation, the Teacher Performance Review and End-of-Year Evaluation Program will be as explained. The forms used and the general expectations of the District will be reviewed at that time.

4.5.1.4 Observations will include at least one announced visit. All such observations shall be at least thirty (30) minutes in length.

4.5.1.5 Each observation for which a written report is made will be followed by a conference with the teacher. At the conference following the observation, the observer will identify areas of needed improvement and suggest methods for making such improvement. This conference will take place within ten (10) school days of the observation. In subsequent observation(s) emphasis will be placed upon the identified areas of needed improvement.

4.5.2 Teacher Evaluation

4.5.2.1 The purposes of the teacher evaluation program of the East Aurora Union Free School District include, but are not limited to, the following:

- a. To assess and recognize the strengths and weaknesses of the performance of classroom teaching and other matters related to the quality of each teacher's service to the District;
- b. To acknowledge the performance of teachers who are doing an outstanding job;
- c. To provide for the improvement of identified areas of weakness, as well as the opportunity to improve;
- d. To provide an official record of each staff member's performance;
- e. To provide information necessary in making decisions regarding continued employment in the District; and
- f. To provide for continued follow-up where marginal performance is found.

4.5.2.2 Following the third (or, if appropriate, later) observation and conference, the building principal or supervisor will complete and forward to the teacher one completed copy of the evaluation. For first and second year teachers, this will be done by May 1 of each year. At the End-of-Year Conference, the teacher and administrator will review the teacher's overall performance and, in doing so, will identify areas in need of improvement and decide upon goals for the following year.

4.5.2.3 For teachers subject to tenure appointment, the completed evaluation will be forwarded within seventy-five (75) days prior to the end of the probationary period. Decisions regarding discontinuance of the probationary period or appointment to tenure will not be made until the last evaluation is forwarded to the teacher.

4.5.2.4 It is agreed that the Teacher Evaluation Program will adhere to the procedures as outlined in the document entitled, "Annual Professional Performance Review Program," developed based upon Study Group recommendations and subsequent agreement between the Association President and the Superintendent, pursuant to Article 2.4 of the labor agreement. It also is agreed that, pursuant to the Taylor Law and relative to mandatory and non-mandatory subjects of bargaining, that any further changes in evaluation procedures remain subject to future negotiations. It is understood that the criteria for evaluation remain non-mandatory subjects of bargaining; however, the Superintendent agrees to consider input from the Association President should a modification to the evaluation criteria be considered. It is the intent of both the Superintendent and the Association President to continue to use the Study Group process for any further modification to the evaluation program.

4.6 Termination of Non-Tenured Teacher (Unit Member)

A unit member whose services are terminated after his first year of probation shall be notified at least seventy (70) calendar days prior to the effective date of termination. Within ten (10) calendar days after receipt of the termination notice, the unit member may request written reason(s) for dismissal from the Superintendent, which reason(s) shall be forwarded to the unit member not later than ten (10) calendar days after the Superintendent received the request. If the unit member is not satisfied with the reason(s), he may, within ten (10) calendar days, request a hearing before the Board. The unit member shall be given written notice of the hearing date not more than ten (10) calendar days after the Board meeting at which the Board received the request. At the hearing, the unit member may be represented by a representative of his choice. The Board will render its decision in writing not later than fourteen (14) calendar days after the hearing. The decision of the Board will be final.

4.7 Teacher Information Lists

On or before December 21st of each school year, the Superintendent will provide the Association a list containing the names of each teacher covered by this Agreement and the following information concerning each teacher listed:

- a) The teacher's current tenure area;
- b) The amount of seniority that teacher has in that tenure area;
- c) The total amount of seniority that the teacher has in the District and in each tenure area in which the teacher previously has held a position;
- d) The teacher's date of hire by the District;

- e) The beginning date and ending date of each unpaid leave of absence the teacher has taken as an employee of the District;
- f) The teacher's area(s) of certification.

A copy of this list will be maintained in the Superintendent's office where it will be available for inspection during regular working hours by any teacher and/or representative of the Association and placed on the school server. Any teacher or representative of the Association recognizing an error in the information on the list shall report it promptly to the Superintendent. Amendments to such list will be made as the District becomes aware of them.

ARTICLE 5

LEAVES OF ABSENCE

5.1 General Provisions

- 5.1.1 Unit members covered by this agreement will be credited with fifteen days of leave on September 1 of each school year.
- 5.1.2 Unit members will be permitted to accumulate sick leave days up to a maximum of 190 days. When a person has accumulated the maximum number of sick leave days provided above, he/she will have available for use in the event of illness the 15 days credited at the beginning of each school year under section 5.1.1 of this Agreement. Any leave days so credited to a person after he/she has accumulated the maximum number of sick leave days provided above will not be available for use in any school year other than the school year in which they were credited; however, any such days which remain unused at the end of the school year in which they were credited will be added to the person's sick leave account for purposes of being counted toward the accumulation of sick leave days under the sick leave conversion provisions of paragraph 3.1.4 of this Agreement only.
- 5.1.3 Leave days (from which the accumulations described in 5.1.2 are subtracted) are defined and only may be used for the following purposes:
 - 5.1.3.1 Personal illness
 - 5.1.3.2 Family illness: Includes spouse, mother, step-mother, father, step-father, children and step-children, legal dependents and other relatives or a significant other living in the home.
 - 5.1.3.3 Bereavement (Family): Includes spouse, mother, step-mother, father, step-father, and children and step-children, legal dependents, brother, sister, grandfather, grandmother, grandchildren, aunt, uncle and all referenced in-laws and a significant other living in the home.

- 5.1.3.4 Bereavement (Other): For those not included in 5.1.3.3, one day may be taken and additional days may be approved, at the Superintendent's discretion.
- 5.1.3.5 Personal business: Only three (3) such days may be used in any one year for this purpose. The Superintendent reserves the right to extend personal business leave beyond the three (3) day limit, with or without pay, at his/her discretion. No such leave for personal business will be taken on the school day preceding or following a school holiday or vacation period, except in cases of extreme emergency or fulfills the criteria listed in 5.1.3.5.1 and then only with the approval of the Superintendent acting upon the recommendation of the building principal.
- 5.1.3.5.1 If attending his/her own or his/her own child's graduation, or ceremonies at which he/she is the recipient of an award or special honor, the teacher shall be allowed one day with pay to be deducted from personal leave. These days must have prior approval of the Superintendent.
- 5.1.3.6 Whenever a unit member takes a leave day or days, he/she shall, unless an extenuating circumstance exists, advise the District's substitute service that the absence should be credited to one of the classifications of leave included in this article.
- 5.1.4 Each person covered by this Agreement will, each year, contribute one (1) of his credited 15 leave days to a Sick Leave Bank.
- 5.1.4.1 A person who suffers from a prolonged illness which causes him/her to need more than his/her accumulated number of days leave may apply for permission to draw upon days accumulated in the Sick Leave Bank.
- 5.1.4.2 Applications will be submitted through the building principal.
- 5.1.4.3 Applications must be approved by the Association's designee and the Superintendent, respectively.
- 5.1.4.4 The maximum number of days which shall be accumulated in the Sick Leave Bank shall not exceed 1,000 days. In any year in which the one (1) day contribution to the Bank by each unit member would cause the total accumulation in the Bank to exceed 1,000 days, no such contribution shall be made by any person.
- 5.1.4.5 Upon leaving the employ of the District for any purpose other than retirement or the abolition of the unit member's position, a unit member will contribute his/her accumulated sick leave days to the Sick Leave Bank, provided that no such contribution shall cause the total number of days in said Bank to exceed 1,000.

5.1.4.6 In the event that a person has used all his/her accumulated sick leave days and is not eligible to use sick leave bank, or has exhausted his/her sick bank allocation, he/she may apply for additional days of paid absence. Days granted will be deducted from his/her next year's sick leave allotment. These days may only be used for personal illness or family emergency. Applications will be submitted through the building principal. Approval will be granted by the Superintendent, based upon the recommendation of the building principal.

5.2 **Disability Leave.**

- 5.2.1 In cases where a unit member is able to anticipate the need for, and expected length of, an absence due to a personal physical disability or illness where such absence would be for a period of two (2) weeks or more, the unit member will advise the Superintendent in writing of the expected starting date and expected length of disability as soon as they are known by the unit member, followed as soon thereafter as possible by a statement by a physician confirming the expected period of confinement.
- 5.2.2 The unit member shall return to work as soon as he/she is able to perform the duties of his position, and has supplied the District with a statement from the attending physician to that effect.
- 5.2.3 During the period of his/her disability leave, the unit member may use any sick leave for which he is eligible under this Article.

5.3 **Association Leave**

The Association shall be granted eight (8) man days leave in addition to any other leave provisions of the Agreement for their members to attend to Association business. Any unit member designated by the Association to be using such leave shall suffer no loss of pay and/or benefits.

5.4 **Sabbatical Leave**

- 5.4.1 Sabbatical leaves may be granted to unit members by the Board of Education for the purpose of graduate study, research projects related to the school program or doctoral thesis or educational travel directly related to the basic teaching assignment.
- 5.4.2 To be eligible for a sabbatical leave, unit members must have completed seven consecutive years of teaching in the East Aurora Public Schools. A unit member interested in pursuing a sabbatical leave must notify the Superintendent and the EAFA Sabbatical Leave Committee Chairperson, in writing, sixty (60) days prior to the application deadline of December 15th.

- 5.4.3 There will be no more than three professional persons on leave at the same time. Effort will be made to distribute sabbatical leaves equally in each of the areas kindergarten through grade two, grades three through five, and grades six through twelve.
- 5.4.4 Unit members on sabbatical leave for a full year will receive one-half of their regular salary for the year. Unit members on sabbatical leave for one-half of a year will receive their full regular salary. Unit members taking a full year sabbatical leave for the purpose of full-time graduate study in pursuit of an advanced degree will receive three-fourths of their regular salary.
- 5.4.5 Unit members granted a sabbatical leave are obligated to return to work in the East Aurora Public Schools for one full year for each one-half year of leave taken.
- 5.4.6 Unit members on sabbatical leave will be permitted to take other employment, (1) in the East Aurora Public Schools when an essential school function would be otherwise jeopardized, or (2) by an outside employer if such employment is part of a fellowship or assistantship related to the purpose of the leave. Total earnings for the period of the sabbatical leave shall not exceed the amount of the full regular salary.
- 5.4.7 Unit members returning from sabbatical leave are guaranteed reappointment to the area in which they held tenure at the time the leave was taken.
- 5.4.8 Midway through the sabbatical leave, unit members who have been on leave are required to submit to the Superintendent, a progress report regarding their activities to date while on leave. At the conclusion of the sabbatical leave, unit members will be required to submit to the Superintendent, a final written report. This report will contain sufficient information to show that the leave accomplished its purpose and information that will assist in a continuing evaluation of the program.

5.5 Child Care Leave

- 5.5.1 A unit member may apply in writing to the Board through the Superintendent for a leave of absence without pay for child care purposes. In the semester of the birth or adoption of the child, the application must be made at least 30 consecutive days prior to the effective day of the leave unless inability of the unit member to provide such notice is beyond the member's control. If the requested leave is not concurrent with the birth or adoption, application must be made at least 100 consecutive days prior to the effective date of the leave. The application will identify the length of the leave requested and may extend until the end of the semester in which the birth or adoption occurs. Should an emergency arise, the Superintendent has the discretion to approve the leave with less notice.
- 5.5.2 The Board shall grant the leave based on the request, and such leave may be extended or reduced upon one hundred (100) days notice from the unit member, so long as the total leave does not exceed three (3) semesters, not including the semester in which the birth occurs and that the leave terminates at the beginning of a semester.

In the event of any subsequent consecutive leave, the unit member must attend a total of

four (4) Professional Development Days (either sponsored by or approved by the District) or Superintendent Conference Days. If attendance is required for anything other than professional development, the unit member will be compensative at a rate of 1/200th of his/her last base salary per day.

5.5.3 The provisions of this Section 5.5 do not apply to regular substitutes.

5.6 Other Unpaid Leaves

5.6.1 Unpaid leaves of absence not to exceed one (1) year shall be granted to unit members who meet the following requirements:

5.6.1.1 The unit members must be tenured prior to commencement of the leave. In the case of school nurses, they must have a minimum of four years active employment to be eligible to apply for an unpaid leave of absence.

5.6.1.2 The unit member must submit a written request for the leave to the Superintendent at least sixty (60) calendar days prior to the first day of the leave, unless inability of the unit member to provide such notice is beyond the unit member's control.

5.6.2 The purpose of the leave must be:

5.6.2.1 To improve the unit member's health, or

5.6.2.2 To advance the unit member's education, or

5.6.2.3 To resolve a family emergency, or

5.6.2.4 To accomplish some other purpose that is consistent with the interest of the unit member as well as the District.

5.7 Jury Duty

5.7.1 Unit members serving on jury duty during regularly scheduled work days will continue to receive their regular pay during that period of actual service. Absence for jury duty is exclusive from other leave provisions of this Agreement.

5.7.2 With the exception of mileage fees, the fees received by unit members for such jury service shall be turned into the Business Office of the District.

5.8 Military Leave

Military Leave will be available as prescribed by law.

5.9 **Professional Conferences and Workshops**

5.9.1 The Superintendent agrees to continue the practice of granting paid days off for attendance at authorized professional education conferences and/or workshops at District expense, subject to budgetary limitations.

5.9.2 At the sole discretion of the Superintendent, acting upon the recommendation of the Building Principal, unit members may be granted permission to attend professional conferences at their own expense at no loss of pay.

ARTICLE 6

PERSONNEL FOLDERS

6.1 **Access**

Unit members covered by this Agreement, as defined in paragraph 1.5.1, shall have access to their personal personnel files, except for privileged communications contained therein, during normal business hours of the District, provided that said files shall not be removed from the office in which they are stored, and any teacher shall have the right to respond in writing to anything except privileged communications in his/her personnel file. The teacher shall have the right to respond in writing to any observation report and have such response attached thereto.

6.2 **Privileged Communications**

Privileged communications shall be limited to placement office credentials and statements or letters of recommendation.

ARTICLE 7

GRIEVANCE PROCEDURES

7.1 **Declaration of Purpose**

The primary intention of the procedure herein is to resolve any grievance at the lowest possible level.

7.2 **Definitions**

7.2.1 A "grievance" is a claim that (a) specified provision(s) of this Agreement has been violated by the District.

- 7.2.2 "Supervisor" means the administrator/supervisor responsible for the case in which an alleged grievance arises but shall not include a member of the negotiating unit.
- 7.2.3 "Building Representative" shall mean the elected representative of the East Aurora Faculty Association in each building.
- 7.2.4 "Association" shall mean the East Aurora Faculty Association.
- 7.2.5 "Grievant" means a unit member(s) covered by this Agreement who alleges a grievance.
- 7.2.6 "Committee" shall mean the Grievance Committee created and constituted by the Association.
- 7.2.7 Unless otherwise indicated, "days" shall mean school days and for purposes of determining any limitations hereunder, shall be counted on a consecutive basis.
- 7.2.8 "Representative," when used with reference to a grievant, shall mean a duly authorized representative, designated in writing by the grievant, and may include the Committee if a grievant so designates, but does not include legal counsel except at Stage 4.

7.3 Procedures

- 7.3.1 All grievances, other than those submitted at Stage 1.a. shall be in writing on the form agreed upon herein and set forth as Appendix D.
- 7.3.2 All decisions, other than decisions at Stage 1(a), shall be in writing at each stage. Copies of each written decision shall be given to the grievant, his representative, if any, and the Association, and to the administrator/supervisor who rendered the decision at the preceding stage, if any.
- 7.3.3 Any grievance that is associated with system-wide terms and conditions of employment covered in the Agreement may be submitted by the Committee directly to the Superintendent at Stage 3 of the grievance procedure.
- 7.3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted after school hours. There shall be no interruption of classroom activity.
- 7.3.5 The Superintendent and the Association agree to assist and facilitate any investigation which may be required in connection with any grievance and, to the extent that the same is not legally privileged or confidential, to make available any and all relevant material and relevant documents, communications and records relating to the alleged grievance.
- 7.3.6 At Stage 4, the grievant, the District and the Association shall have the opportunity to present witnesses and to examine and cross-examine all witnesses.

- 7.3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken at any time by any party to this Agreement.
- 7.3.8 Appropriate forms for grievances and other necessary instruments will be jointly developed by the Superintendent and the Association.
- 7.3.9 Nothing contained herein shall be construed as limiting the right of a unit member considering himself aggrieved to discuss the matter informally with any appropriate member of the administration to the end that such grievance might be informally adjusted without the intervention of the committee on a basis not inconsistent with the terms of the Agreement. Any grievance adjusted on such basis shall be binding on the grievant and shall, in all respects, be final as to such party, but any such adjustment shall not create a precedent or ruling binding upon either the Committee, the Association or the Superintendent in future proceedings.
- 7.3.10 The Superintendent shall accumulate and maintain for each grievance an Official Grievance Record consisting of the written grievance, the written decision at each stage and each written appeal to a higher stage. Such record shall be filed separately from the personnel file of any participant in the grievance procedure.
- 7.3.11 If a grievance is appealed to Stage 4, the grievant and the Association thereby waive whatever rights they may have to pursue any other remedy before any administrative agency, court, or other regulatory or judicial body or officer insofar as the subject matter of the grievance is concerned.
- 7.3.12 All hearings provided herein shall be concluded within twenty (20) days after the commencement of any such hearing unless mutually extended.
- 7.3.13 Any unit member utilizing this grievance procedure agrees that during the pendency of such proceeding no party will have recourse to public communications media. Public releases shall be jointly agreed upon by all parties.
- 7.3.14 A grievance shall be terminated at any stage if the grievant is satisfied with the decision made but such termination shall not set a precedent binding upon the Association unless the Association expresses agreement with the resolution.
- 7.3.15 If the Committee determines not to participate further in the grievance procedure, the grievant may act in lieu of the Committee at any step, except at Stage 4. The Association has the right to appear at any stage.

7.4 Time Limits

- 7.4.1 All parties to the grievance procedure agree to expedite the procedures to the greatest extent feasible. The number of days indicated at any level of the grievance procedure are maximum times and may be extended only by mutual agreement of all parties involved.

- 7.4.2 No grievance will be entertained as described below and any grievance will be deemed waived unless a written grievance is presented at the first available stage within thirty (30) calendar days after the grievant knew or should have known of the act or condition upon which the grievance is based.
- 7.4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance shall be deemed to be abandoned for all purposes of this procedure.
- 7.4.4 Failure at any stage of the grievance procedure to communicate a decision to the grievant, his representative and the Association, within the time limit specified shall permit the lodging of an appeal at the next stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.
- 7.4.5 In the event a grievance is filed on or after June 1, the time limits set forth herein for processing such grievance shall be shortened so that the grievance procedure shall be exhausted within sixty (60) calendar days from the date of filing of same unless the parties herein mutually agree in writing to extend such time period.

7.5 Stages of the Grievance Procedure

7.5.1 Stage 1

7.5.1.1 The grievant shall discuss his grievance with his supervisor and/or his/her building representative as he chooses with the objective of resolving the matter informally. If the grievant selects his/her building representative to present his/her grievance, the grievant will be present during the discussion of the grievance with his/her supervisor. The grievant or building representative, if so selected, shall consult with the grievant's supervisor who will arrive at a decision.

7.5.1.2 Any grievance not resolved informally to the satisfaction of the grievant under Stage 1(a) shall be reduced to writing and submitted to the grievant's supervisor. Such supervisor shall, within five (5) days after the written grievance is presented to him, render a decision thereon.

7.5.2 Stage 2

7.5.2.1 If the grievant is not satisfied with the written decision at the conclusion of Stage 1(7.5.1.2) and wishes to proceed further, he may, within ten (10) days after the receipt of the decision at Stage 1, file a written appeal of the decision with the Superintendent.

7.5.3 Stage 3

7.5.3.1 Within ten (10) days after the receipt of an appeal, the Superintendent, or his duly authorized representative, shall hold a meeting with the grievant and all parties in interest.

7.5.3.2 The Superintendent of Schools shall render a decision on such grievance within five (5) days after the conclusion of the meeting.

7.5.4 Stage 4

7.5.4.1 If the grievant and the Committee are not satisfied with the decision at Stage 3, and the Committee determines that the grievance is meritorious, the grievance may be appealed to arbitration within thirty (30) days after receipt of the decision at Stage 3 by sending a letter to the American Arbitration Association ("AAA") which:

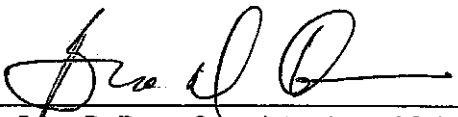
- a. specifically identifies the grievance to be arbitrated (no more than one grievance may be appealed to the same arbitrator); and
- b. requests that a list of twenty (20) proposed arbitrators be sent to the Association and the Superintendent. Each Party shall strike from its list the names of arbitrators who are unacceptable to it, number the remaining ones in the order of its preference and return the list to the AAA within fourteen (14) calendar days of receiving it. If the AAA determines that there is no mutually acceptable choice from the first list, it shall send a second list of twenty (20) names to the parties and the foregoing procedure shall be repeated. If the AAA determined that there is no mutually acceptable choice from the second list, the AAA shall name the arbitrator.

7.5.4.2 The arbitrator shall have no jurisdiction, authority or power to add to, detract from, or alter in any way, any of the provisions of this Agreement nor to require the commission of any act prohibited by law.

7.5.4.3 The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant. It may be made in public.

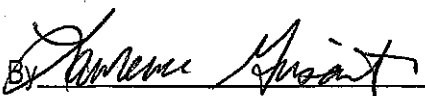
7.5.4.4 The costs for the services of the arbitrator shall be borne equally by the District and the Association.

AGREED TO:
EAST AURORA UNION FREE SCHOOL DISTRICT

By 
Brian D. Russ, Superintendent of Schools

Dated: 4/8/2014

AGREED TO:
EAST AURORA FACULTY ASSOCIATION

By 
Lawrence Grisanti President, EAFA

Dated: 4/8/2014

PART B

Articles Applying Specifically to Nurses

Including Amendments from Part A.

PREAMBLE

This Agreement is by and between the EAST AURORA UNION FREE SCHOOL DISTRICT SUPERINTENDENT, hereinafter called the "DISTRICT" and the EAST AURORA FACULTY ASSOCIATION, hereinafter called the "ASSOCIATION."

ARTICLE I

GENERAL PROVISIONS

1.1 Duration

This Agreement shall be designated Part B of the Agreement dated February 6, 1998 between the EAST AURORA UNION FREE SCHOOL DISTRICT and THE EAST AURORA FACULTY ASSOCIATION, which covers all of the terms and conditions of employment from July 1, 2012 to June 30, 2016 , and shall apply to the Nurses of the EAST AURORA UNION FREE SCHOOL DISTRICT.

1.2 Provisions Applicable to Nurses

1.2.1 That provisions of the Agreement dated February 6, 1998 shall remain in full force and effect and apply to all of the members of the Association, including the Nurses, unless specifically modified by this Agreement designated as Part B. That Sections 1.1 through 1.4 of the existing Agreement dated February 6, 1998 shall apply to the Nurses and that a new Section 1.5.4 shall be added to the Agreement dated February 6, 1998 which shall read as follows:

1.2.2 "The term "Unit Member" is defined to include Nurses."

1.2.3 That Articles 2, 6, & 7 of the existing Agreement dated February 6, 1998 shall apply to nurses.

ARTICLE 2

COMPENSATION/WORK DAY/WORK YEAR

2.1 Hourly Rate

- 2.1.2 2013-2014 School Year: Increase 2012-2013 hourly rate by \$1.00
- 2.1.3 2014-2015 School Year: Increase 2013-2014 hourly rate by \$1.00
- 2.1.4 2015-2016 School Year: Increase 2014-2015 hourly rate by \$1.00

2.2 Minimum Hiring Salary

The minimum hiring salary for a Nurse shall be \$15.00 per hour.

2.3 Attendance/Paid Holidays/Professional Days

2.3.1 That effective as of July 1, 1998 the Nurses shall be in attendance at the Superintendent's Conference Days and certain Faculty Professional Days and, therefore, will be compensated for days worked including paid holidays, up to a 200 day year. The 200-day year shall include 188 work days and the following paid holidays:

- 2.3.1.1 Labor Day
- 2.3.1.2 Columbus Day
- 2.3.1.3 Veterans Day
- 2.3.1.4 Thanksgiving Day
- 2.3.1.5 Thanksgiving Friday
- 2.3.1.6 Christmas Eve Day
- 2.3.1.7 Christmas Day
- 2.3.1.8 New Years Day
- 2.3.1.9 Martin Luther King Day
- 2.3.1.10 Presidents Day
- 2.3.1.11 Good Friday
- 2.3.1.12 Memorial Day

2.3.2 That effective July 1, 2000 if Nurses are expected to be in attendance on certain Faculty Professional Days, they will be paid for days worked, including paid holidays, up to 200 days from September 1st to June 30th of each respective year.

2.4 Emergency Closing

That effective July 1, 1999, the Nurses will not be required to work and will be paid at their regular hourly rate on emergency closing days.

2.5 Work Day/Meetings

That effective as of the execution of this Part B Agreement, full time Nurses shall work a 7 1/2 hour work day and be paid at their hourly rate for approved time over, and above the 7 1/2 hour work day and, in addition, shall be paid at their hourly rate for approved time, if for any hours worked between July 1st and August 30th of each respective year. The overtime, if any, shall be approved by either the Principal of the respective building or the Director of Pupil Services. That effective as of February 1, 2000 the Nurses shall attend, without additional compensation, up to two (2) evening open houses/parent meetings per year and up to two (2) after the regular work day department/building meetings per month. The department/building meetings may begin prior to the end of the regular work day.

Nurses may work up to five (5) days over the summer, at the discretion of the District, assisting with sports physicals, entering school physicals and immunizations that have been received prior to September 1. Compensation for summer work performed will be at the current hourly rate for each nurse.

2.6 Compensation Amendments from Part A

That Section 3.1, 3.2 & 3.4 of the existing Agreement dated February 6, 1998 shall not apply to the Nurses and that Section 3.3, 3.5 & 3.6 of the existing Agreement dated February 6, 1998 shall apply to the Nurses.

2.7 Graduate Hours/In-service Courses

That a Nurse, shall with pre-approval of graduate hours and in service courses, (15 hours of a single course equals one in service credit) taken during off work hours be reimbursed in three credit blocks of \$135.00 per block of three hours earned. This reimbursement shall be a one-time payment and shall not be added to the annual hourly rate.

2.8 Retirement Incentive

That Nurses shall be entitled to a Retirement Incentive, under the following conditions:

2.9.1 The Nurse must retire in the year when first deemed eligible without penalty pursuant to the New York State Employee Retirement System Regulations,

- 2.9.2 The Nurse must have at least 10 years service with the East Aurora Union Free School District, and
- 2.9.3 The Nurse must file an irrevocable letter of retirement sixty (60) days prior to the retirement date.
- 2.9.4 The retirement incentive payment to be paid by the District shall be \$3,000.00 together with any amounts due related to accumulated sick day "cash in" up to a combined maximum of \$6,000.00.

ARTICLE 3

POSITIONS, SCHEDULES AND EVALUATIONS

3.1 Amendments from Part A

Article 4 of the existing Agreement dated February 6, 1998 as to Leaves of Absence for Nurses shall be amended as follows:

- 3.1.1 Section 4.1.1. The first three sentences only shall apply to Nurses. The balance of Section 4.1.1 and all other provisions of Section 4.1 shall not apply to Nurses.
- 3.1.2 Section 4.2 and Section 4.3 only shall apply to Nurses and Section 4.4, 4.5 and 4.6 shall not apply to Nurses.

3.2 Observation and Evaluation

Nurses observation and evaluation of performance shall be subject to the following conditions:

- 3.2.1 The Nurses shall be observed a minimum of once per year.
- 3.2.2 The Nurses shall be evaluated annually using the form currently in place.
- 3.2.3 A study group shall be convened to review observation and evaluation procedures and to formulate recommendations, to the Superintendent of Schools for modifications to both the observation and evaluation process.

ARTICLE 4

LEAVES OF ABSENCE

4.1 Amendments from Part A

- 4.1.1 Nurses shall be entitled to the same paid leave days as provided under the existing Agreement dated February 6, 1998 for personal illness, family illness, bereavement and urgent personal business.
- 4.1.2 All other provisions of Article 5 of the existing Agreement dated February 6, 1998 shall apply to the Nurses except Section 5.1.2 and Section 5.4.

4.2 Accumulated Sick Days

- 4.2.1 Nurses shall be permitted to accumulate sick leave days up to a maximum of 200 days pursuant to Paragraph 9 of this Part B Agreement, and shall be permitted to cash in 12% of the accumulated unused sick days or receive 12% of their salary as of the date of retirement whichever is greater; or shall be allowed to apply unused sick days as additional service credit pursuant to option 41J of the New York State Employee Retirement System.
- 4.2.2 Nurses shall have the option to use the value of the accumulated sick day funds as set forth above to pay for health insurance in retirement and the amount shall be multiplied by 1.035 and left on deposit with the District. There shall be no interest paid to the employee and the employee's respective spouse shall be entitled to health insurance until the fund is exhausted in the case of the death of the employee and in the event that there is no spouse the remaining funds shall revert to the District.

AGREED TO:
EAST AURORA UNION FREE SCHOOL DISTRICT

AGREED TO:
EAST AURORA FACULTY ASSOCIATION

By _____
Brian D. Russ, Superintendent of Schools

By _____
Lawrence Grisanti, President, EAFA

Dated: _____

Dated: _____

Appendix A

**SALARY SCHEDULE
2012-2013**

Step	B	B I	B II	C	C I	C II
1	35,350	36,700	38,050	39,525	40,875	42,225
2	35,650	37,000	38,350	39,975	41,325	42,675
3	35,950	37,300	38,650	40,250	41,600	42,950
4	36,550	37,900	39,250	40,425	41,775	43,125
5	37,150	38,500	39,850	41,275	42,625	43,975
6	37,750	39,100	40,450	42,125	43,475	44,825
7	38,350	39,700	41,050	43,175	44,525	45,875
8	38,950	40,300	41,650	44,350	45,700	47,050
9	40,550	41,900	43,250	45,550	46,900	48,250
10	40,250	41,600	42,950	46,925	48,275	49,625
11	41,250	42,600	43,950	48,300	49,650	51,000
12	43,425	44,775	46,125	50,250	51,600	52,950
13	44,675	46,025	47,375	52,100	53,450	54,800
14	53,175	54,525	55,875	57,725	59,075	60,425
15	53,500	54,850	56,200	60,375	61,725	63,075
16	57,900	59,250	60,600	62,375	63,725	65,075
17	58,300	59,650	61,000	64,125	65,475	66,825
18	60,250	61,600	62,950	65,300	66,650	68,000
19	67,750	69,100	70,450	73,950	75,300	76,650
20	77,325	78,675	80,025	84,600	85,950	87,300

**SALARY SCHEDULE
2013-2014**

Step	B	B I	B II	C	C I	C II
1	35,880	37,230	38,580	40,118	41,468	42,818
2	36,185	37,535	38,885	40,575	41,925	43,275
3	36,489	37,839	39,189	40,854	42,204	43,554
4	37,098	38,448	39,798	41,031	42,381	43,731
5	37,707	39,057	40,407	41,894	43,244	44,594
6	38,316	39,666	41,016	42,757	44,107	45,457
7	38,925	40,275	41,625	43,823	45,173	46,523
8	39,534	40,884	42,234	45,015	46,365	47,715
9	40,854	42,204	43,554	46,233	47,583	48,933
10	41,158	42,508	43,858	47,629	48,979	50,329
11	41,869	43,219	44,569	49,025	50,375	51,725
12	44,076	45,426	46,776	51,004	52,354	53,704
13	45,122	46,472	47,822	52,621	53,971	55,321
14	53,707	55,057	56,407	58,302	59,652	61,002
15	54,035	55,385	56,735	60,979	62,329	63,679
16	58,479	59,829	61,179	62,999	64,349	65,699
17	58,883	60,233	61,583	64,766	66,116	67,466
18	61,154	62,504	63,854	66,280	67,630	68,980
19	68,089	69,439	70,789	74,320	75,670	77,020
20	71,758	73,108	74,458	78,509	79,859	81,209
21	75,225	76,575	77,925	82,500	83,850	85,200
22	78,725	80,075	81,425	86,000	87,350	88,700

**SALARY SCHEDULE
2014-2015**

Step	B	B I	B II	C	C I	C II
1	36,418	37,768	39,118	40,720	42,070	43,420
2	36,728	38,078	39,428	41,183	42,533	43,883
3	37,037	38,387	39,737	41,467	42,817	44,167
4	37,655	39,005	40,355	41,647	42,997	44,347
5	38,273	39,623	40,973	42,523	43,873	45,223
6	38,891	40,241	41,591	43,398	44,748	46,098
7	39,509	40,859	42,209	44,480	45,830	47,180
8	40,127	41,477	42,827	45,690	47,040	48,390
9	41,467	42,817	44,167	46,927	48,277	49,627
10	41,776	43,126	44,476	48,343	49,693	51,043
11	42,497	43,847	45,197	49,760	51,110	52,460
12	44,738	46,088	47,438	51,769	53,119	54,469
13	45,573	46,923	48,273	53,147	54,497	55,847
14	54,244	55,594	56,944	58,885	60,235	61,585
15	54,575	55,925	57,275	61,589	62,939	64,289
16	59,064	60,414	61,764	63,629	64,979	66,329
17	59,472	60,822	62,172	65,414	66,764	68,114
18	61,765	63,115	64,465	66,942	68,292	69,642
19	68,429	69,779	71,129	74,691	76,041	77,391
20	72,258	73,608	74,958	79,009	80,359	81,709
21	76,125	77,475	78,825	83,400	84,750	86,100
22	79,725	81,075	82,425	87,000	88,350	89,700

**SALARY SCHEDULE
2015-2016**

Step	B	B I	B II	C	C I	C II
1	36,995	38,315	39,665	41,330	42,680	44,030
2	37,278	38,628	39,978	41,801	43,151	44,501
3	37,592	38,942	40,292	42,389	43,739	45,089
4	38,220	39,570	40,920	43,082	44,432	45,782
5	38,847	40,197	41,547	43,160	44,510	45,860
6	39,474	40,824	42,174	44,049	45,399	46,749
7	40,102	41,452	42,802	45,147	46,497	47,847
8	40,729	42,079	43,429	46,376	47,726	49,076
9	42,089	43,439	44,789	47,631	48,981	50,331
10	42,402	43,752	45,102	49,068	50,418	51,768
11	43,134	44,484	45,834	50,506	51,856	53,206
12	45,409	46,759	48,109	52,545	53,895	55,245
13	46,029	47,379	48,729	53,679	55,029	56,379
14	54,786	56,136	57,486	59,474	60,824	62,174
15	55,121	56,471	57,821	62,204	63,554	64,904
16	59,654	60,004	62,354	64,265	65,615	66,965
17	60,067	61,417	62,767	66,068	67,418	68,768
18	62,383	63,733	65,083	67,612	68,962	70,312
19	68,771	70,121	71,471	75,065	76,415	77,765
20	72,658	74,008	75,358	79,409	80,759	82,109
21	77,725	79,075	80,425	85,000	86,350	87,700
22	80,725	81,075	83,425	88,000	89,350	90,700

Appendix B

(July 1, 2007 – June 30, 2008)

Co-Curricular Activities (High School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
Level I					
Yearbook Advisor	\$2921	\$2950	\$3171	\$3337	\$3794
Level II					
DECA	\$1823	\$1928	\$2019	\$2152	\$2476
Grade 9 Advisor	\$1823	\$1928	\$2019	\$2152	\$2476
Grade 10 Advisor	\$1823	\$1928	\$2019	\$2152	\$2476
Grade 11 Advisor (2 positions)	\$1823	\$1928	\$2019	\$2152	\$2476
Grade 12 Advisor	\$1823	\$1928	\$2019	\$2152	\$2476
Spirit Club	\$1823	\$1928	\$2019	\$2152	\$2476
Student Activity Treasurer	\$1823	\$1928	\$2019	\$2152	\$2476
Student Government	\$1823	\$1928	\$2019	\$2152	\$2476
Level III					
Adventure Club	\$1229	\$1335	\$1425	\$1546	\$1803
Band	\$1229	\$1335	\$1425	\$1546	\$1803
Literary Magazine	\$1229	\$1335	\$1425	\$1546	\$1803
Level IV					
A. F. S. Advisor	\$934	\$1037	\$1125	\$1240	\$1467
Chess Club Advisor	\$934	\$1037	\$1125	\$1240	\$1467
Drama Director	\$934	\$1037	\$1125	\$1240	\$1467
Fencing Club	\$934	\$1037	\$1125	\$1240	\$1467
Future Educators Club	\$934	\$1037	\$1125	\$1240	\$1467
Key Club	\$934	\$1037	\$1125	\$1240	\$1467
Masterminds	\$934	\$1037	\$1125	\$1240	\$1467
Mock Trial	\$934	\$1037	\$1125	\$1240	\$1467
Model United Nations Club	\$934	\$1037	\$1125	\$1240	\$1467
National Honor Society	\$934	\$1037	\$1125	\$1240	\$1467
Philosophy Club	\$934	\$1037	\$1125	\$1240	\$1467
S. A. D. D.	\$934	\$1037	\$1125	\$1240	\$1467
Science Club	\$934	\$1037	\$1125	\$1240	\$1467
Ticket Manager	\$934	\$1037	\$1125	\$1240	\$1467
Art Club	\$934	\$1037	\$1125	\$1240	\$1467

**Co-Curricular Activities (High School)
(Continued)**

Level V					
Chorus	\$784	\$893	\$976	\$1187	\$1305
Drama Art/Set Director	\$784	\$893	\$976	\$1187	\$1305
Drama Technical Director	\$784	\$893	\$976	\$1187	\$1305
History Club	\$784	\$893	\$976	\$1187	\$1305
Language Clubs	\$784	\$893	\$976	\$1187	\$1305
Orchestra	\$784	\$893	\$976	\$1187	\$1305
Student Mentor Program	\$784	\$893	\$976	\$1187	\$1305
T. R. Roosevelt Public Speaking Team	\$784	\$893	\$976	\$1187	\$1305

	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
High School Musical Director	\$2640	\$2771	\$2892	\$3062	\$3526
	Stipend Amount				
Musical Choreographer					\$1820
Costume Director					\$1820
Musical Orchestra Director					\$1267
Musical Chorus Director					\$1820
Musical Ticket Chairperson					\$242
Art/Set Director					\$1820
Technical Director					\$27.21 per hour

Co-Curricular Activities (Middle School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
Level II					
DECA Club	\$1823.00	\$1928.00	\$2019.00	\$2152.00	\$2476.00
Homework Club	\$1823.00	\$1928.00	\$2019.00	\$2152.00	\$2476.00
Marching Band	\$1823.00	\$1928.00	\$2019.00	\$2152.00	\$2476.00
Student Activity Treasurer	\$1823.00	\$1928.00	\$2019.00	\$2152.00	\$2476.00
Student Council (2 positions)	\$1823.00	\$1928.00	\$2019.00	\$2152.00	\$2476.00
Level III					
Drama Club (2 positions)	\$1229.00	\$1335.00	\$1425.00	\$1546.00	\$1801.00
Level IV					
Builder's Club	\$934.00	\$1037.00	\$1125.00	\$1240.00	\$1467.00
Flag Corps	\$934.00	\$1037.00	\$1125.00	\$1240.00	\$1467.00
Marching Band Assistant	\$934.00	\$1037.00	\$1125.00	\$1240.00	\$1467.00
Music Club	\$934.00	\$1037.00	\$1125.00	\$1240.00	\$1467.00
National Junior Honor Society	\$934.00	\$1037.00	\$1125.00	\$1240.00	\$1467.00
Odyssey of the Mind	\$934.00	\$1037.00	\$1125.00	\$1240.00	\$1467.00
Publications	\$934.00	\$1037.00	\$1125.00	\$1240.00	\$1467.00
Level V					
Art and Crafts Club	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Computer Club	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Explorer's Club (2 positions)	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
IA Technology Club	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
International Club (2 positions)	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Latin Club	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Math Club	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Peer Mediation	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
S. A. D. D.	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Science Club	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Spirit Club	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00
Stage Director	\$784.00	\$893.00	\$976.00	\$1187.00	\$1305.00

Interscholastic Activities (High School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
Level I					
Basketball – Boys Varsity	\$3198	\$3450	\$3689	\$4008	\$4691
Basketball – Girls Varsity	\$3198	\$3450	\$3689	\$4008	\$4691
Equipment Manager	\$3198	\$3450	\$3689	\$4008	\$4691
Football – Varsity	\$3198	\$3450	\$3689	\$4008	\$4691
Swimming – Boys Varsity	\$3198	\$3450	\$3689	\$4008	\$4691
Wrestling – Varsity	\$3198	\$3450	\$3689	\$4008	\$4691
Level II					
Baseball – Boys Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Basketball – Boys JV	\$3068	\$3308	\$3409	\$3610	\$4143
Basketball – Girls JV	\$3068	\$3308	\$3409	\$3610	\$4143
Cross Country	\$3068	\$3308	\$3409	\$3610	\$4143
Field Hockey – Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Assistant Varsity Football Coach (2 positions)	\$3068	\$3308	\$3409	\$3610	\$4143
Junior Varsity Football Coach	\$3068	\$3308	\$3409	\$3610	\$4143
Lacrosse – Boys Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Lacrosse – Girls Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Soccer – Boys Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Soccer – Girls Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Softball – Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Swimming – Boys Assistant	\$3068	\$3308	\$3409	\$3610	\$4143
Swimming – Varsity Girls	\$3068	\$3308	\$3409	\$3610	\$4143
Track - Boys Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Track - Girls Varsity	\$3068	\$3308	\$3409	\$3610	\$4143
Volleyball – Varsity Boys	\$3068	\$3308	\$3409	\$3610	\$4143
Volleyball – Varsity Girls	\$3068	\$3308	\$3409	\$3610	\$4143
Level III					
Baseball – Boys JV	\$2756	\$2891	\$3011	\$3193	\$3659
Basketball – Boys Modified A/B	\$2756	\$2891	\$3011	\$3193	\$3659
Basketball – Girls Modified A/B	\$2756	\$2891	\$3011	\$3193	\$3659
Cheer Leading Coach	\$2756	\$2891	\$3011	\$3193	\$3659
Assistant Cross County	\$2756	\$2891	\$3011	\$3193	\$3659
Field Hockey – Junior Varsity	\$2756	\$2891	\$3011	\$3193	\$3659
Football, Assistant JV	\$2756	\$2891	\$3011	\$3193	\$3659
Lacrosse – Boys JV	\$2756	\$2891	\$3011	\$3193	\$3659
Lacrosse – Girls JV	\$2756	\$2891	\$3011	\$3193	\$3659
Soccer – Boys J V	\$2756	\$2891	\$3011	\$3193	\$3659
Soccer – Girls J V	\$2756	\$2891	\$3011	\$3193	\$3659
Softball - J V	\$2756	\$2891	\$3011	\$3193	\$3659

Interscholastic Activities (High School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
Level III (Continued)					
Swimming – Girls Junior Varsity	\$2756	\$2891	\$3011	\$3193	\$3659
Tennis -- Boys	\$2756	\$2891	\$3011	\$3193	\$3659
Tennis – Girls Varsity	\$2756	\$2891	\$3011	\$3193	\$3659
Track - Boys Assistant	\$2756	\$2891	\$3011	\$3193	\$3659
Track - Girls Assistant	\$2756	\$2891	\$3011	\$3193	\$3659
Volleyball – Girls Junior Varsity	\$2756	\$2891	\$3011	\$3193	\$3659
Wrestling – Modified	\$2756	\$2891	\$3011	\$3193	\$3659
Level IV					
Bowling	\$2388	\$2506	\$2614	\$2767	\$3175
Cheer Leading Assistant	\$2388	\$2506	\$2614	\$2767	\$3175
Field Hockey – Modified	\$2388	\$2506	\$2614	\$2767	\$3175
Soccer – Boys Modified A/B	\$2388	\$2506	\$2614	\$2767	\$3175
Soccer – Girls Modified A/B	\$2388	\$2506	\$2614	\$2767	\$3175
Track – Modified Co-Ed	\$2388	\$2506	\$2614	\$2767	\$3175
Level V					
Golf	\$1,942	\$2,043	\$2,134	\$2,272	\$2,608
Track – Modified Co-Ed Assistant	\$1,942	\$2,043	\$2,134	\$2,262	\$2,608

Hourly and Event Rates (District Wide)

Activity	Stipend Amount				
Intramural Coaches	\$26.16 per hour				
Middle School (For special activities other than the usual Winter and Spring concerts):					
Band	\$26.16 per hour				
Chorus	\$26.16 per hour				
Orchestra	\$26.16 per hour				
Chaperones (For dances, , concerts, and other evening activities)	\$52.52 per event				
Chaperones (per listed athletic event):					
Baseball – Varsity or Junior Varsity	\$26.26 per event				
Basketball, Boy's or Girl's Modified	\$26.26 per event				
Basketball, Boy's Varsity with Junior Varsity	\$52.52 per event				
Basketball, Girl's Varsity with Junior Varsity	\$52.52 per event				
Field Hockey, Varsity or Junior Varsity	\$26.26 per event				
Football, Varsity or Junior Varsity	\$52.52 per event				
Lacrosse, Boy's or Girl's Varsity or Junior Varsity	\$26.26 per event				
Soccer, Boy's or Girl's Modified	\$26.26 per event				
Soccer, Boy's or Girl's Varsity	\$26.26 per event				
Soccer, Boy's with Girl's Junior Varsity	\$26.26 per event				
Softball, Varsity or Junior Varsity	\$26.26 per event				
Swimming, Boy's or Girl's	\$52.52 per event				
Track, Boy's or Girl's	\$52.52 per event				
Volleyball, Boy's Varsity	\$26.26 per event				
Volleyball, Girl's Varsity with Junior Varsity	\$52.52 per event				
Wrestling	\$52.52 per event				
Wrestling, Modified	\$26.26 per event				
	Step 1	Step 2	Step 3	Step 4	Step 5
Fitness Center Supervisor (per hour)	\$7.77	\$8.29	\$8.81	\$9.33	\$9.85

The Fitness Center Supervisor rate may have to be updated if the minimum wage is increased.

Appendix C

**Assignments and Obligations of
Shared and Part-time Teachers**

I. Philosophy

Shared and part-time teachers will be treated equitably and professionally. The treatment of part-time teachers will be equitable to that of full-time teachers with respect to assignments (teaching and duties) and professional time (preparation periods). Shared teachers shall be treated equitably with respect to their peers who teach at only a single site, specifically with respect to assignments (teaching and duties), and professional time (preparation periods). In addition, shared teachers will be ensured adequate travel time which will not conflict with teaching and other assignments, lunch and professional time.

II. Definition of Terms

The following are defined for use within the context of this document:

Site:	A separate location within the school district. Parkdale, the Main Street Building, and the High School are separate sites.
Part-time teacher:	A teacher who is employed in less than a full-time position (except a .5 kindergarten position).
F.T.E. (Full Time Equivalent):	A numeric factor which is used to describe the employment status of a part-time teacher. This factor is always in relation to a full-time teacher. At the elementary level, the F.T.E. will reflect the percentage of the assigned work day. At the secondary level, the F.T.E. will be based upon 6 professional assignments which include teaching periods and the supervisory assignment.
Shared Teacher:	Any teacher who travels between sites or is responsible to more than one administrator at the Main Street Building.
Travel Time:	Time required by a shared teacher to travel from one site to another as part of their scheduled day.
Home School:	The site at which a shared teacher will receive administrative support such as mail and paychecks.
Professional Assignments:	All tasks which involve the direct teaching and/or supervision of students including assigned preparation time.
Duties:	Those tasks which are primarily supervisory in nature, as opposed to instructional. Examples of duties include study halls; hall, cafeteria, bus and recreation duty; homeroom; activity period; correctives; and detention.
Lunch:	Time will be provided for every teacher who has a .6 or greater F.T.E. assignment.

III. Part-time Teachers

A. Assigned Time

1. F.T.E. assignments will be assigned in increments of .2, .4, .5, .6, or .8, pursuant to the Part-time Teacher Assignment Chart, included with this document. A teacher who is assigned at least five teaching assignments is considered full time.
2. Increments can be applied to either a full day (e.g., a .2 being one full day per week) or part of a day (e.g., 20% of the day at the elementary level or 1 teaching period per day at the secondary level plus one duty per week).
3. Changes to F.T.E. assignments shall become effective on the beginning day of a new pay period, whenever possible.

B. Lunch and Planning

1. Lunch will be incorporated into the schedule of any part-time teacher whose F.T.E. assignment is .6 or greater. Any part-time teacher whose assignment is less than .6 and whose work schedule requires full time status on certain days will have lunch incorporated into their schedule on those full-time days.
2. Planning time is allotted for all part-time teachers in proportion to that of a full-time teacher. For example, if the assignment is .8 at the high school, the teacher will receive four periods per week of planning time.

C. Professional Obligations

1. It is recommended that faculty meetings should have minutes and the minutes be made available to part-time teachers.
2. A part-time teacher will attend Open House at their building and will participate in parent-teacher conferences and is encouraged to participate in extra assistance to students, co-curricular and extra-curricular activities, committee work, and staff development activities.

IV. Shared Teachers

A. Assigned Time

1. The shared teacher will be allotted 15-20 minutes travel time within the village and 25-30 minutes travel time between the village and the high school for each separate trip the teacher needs to make between sites.
2. The beginning and the ending of a shared teacher's day will be that of the school in which the teacher begins his/her day, unless an alternative arrangement is mutually agreed upon by the teacher and the administrators involved.

B. Lunch and Planning

1. The shared teacher will have a lunch and a planning period separate from allotted travel time.

C. Professional Obligations

1. Each shared teacher will have a "home school". The teacher and his/her administrators will have resolved, by September 1st, whenever possible, but by no later than September 15th of each year, the clarification of administrative details such as:
 - a. observations and evaluations
 - b. open house attendance
 - c. parent-teacher conferences
 - d. faculty meeting attendance
 - e. planning period and lunch location
2. Administrators of shared teachers will coordinate the schedules of those teachers so that the teacher is not overburdened with duties in multiple buildings. Administrators will make every effort to balance schedules regarding duties and student contact time.
3. If a shared teacher attends more than one Open-House, the teacher will be allowed an equal amount of released time.

Part-time Teacher Assignment Chart

Part-time Assignment	Regular Secondary Classroom (7-12)	Elementary (K-6)	
	Average Teaching Assignment Per Day	Average Supervisory Assignment Per Week	Average Time Per Day
.2*	1	1	20%
.4	2	2	40%
.5**	2 ½	2 ½	50%
.6	3	3	60%
.8	4	4	80%

*A regular classroom part-time teacher who, for example, is assigned .2 and teaches one full day (instead of daily assignments) will have at least 5 classes and will be given one supervisory assignment, lunch, and a planning period on that full day.

**In the case of a secondary assignment, the .5 secondary teacher could be assigned 2 classes one semester and 3 classes another semester or the .5 secondary teacher could be assigned 3 classes three days a week and 2 classes two days a week.

Winword\faculty\pttime

Appendix D

GRIEVANCE FORM

Date: _____

Submitted to: _____

Stage: _____

1. Aggrieved unit member(s) (list additional names and signatures on back)

Name

Signature

2. What provisions of the Agreement were violated by the District?

3. Briefly summarize facts which give rise to this grievance:

4. What action is requested to resolve the grievance?

Received by: _____

Signature