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SD/TA

Kenmore-Town Of Tonawanda Ufsd
And Kenmore Teachers Association

2000-2003

A G R E E M E N T

Between The

KENMORE-TOWN OF TONAWANDA UNION FREE

SCHOOL DISTRICT

And The

KENMORE TEACHERS ASSOCIATION

Covering

Full and Part-Time Teachers

RECEIVED

AUG 13 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

747

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THIS AGREEMENT entered into as of the 1st day of July, 2000 by and between the KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT (herein called the "District") and the KENMORE TEACHERS ASSOCIATION, (herein called the "Association").

W I T N E S S E T H :

WHEREAS, the Board of Education (herein called the "Board") and the Association recognize and declare their mutual intent to promote harmonious and cooperative relationships among the District, the Association and the employees to whom this Agreement applies and to protect and promote the public interest by assuring at all times the orderly and uninterrupted operations of the Kenmore-Town of Tonawanda Union Free School District, and

WHEREAS, the Board and the Association declare that providing a quality education for the children of the District is their mutual aim; and

WHEREAS, the Board, under law, has the final responsibility for establishing policies for the District, the Superintendent of Schools and his/her staff have the responsibility of carrying out those established policies, and the professional teaching personnel covered by this Agreement (herein called "Teachers") have the responsibility for providing the best possible education in the classroom; and

WHEREAS, the District and the Association have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. RECOGNITION

1.0.1 Exclusive Recognition. The District recognizes the Association as the sole and exclusive collective bargaining representative for all full and part-time employees of the District assigned to positions for which certification is required by the New York State Department of Education, as more particularly set forth in the resolution adopted by the Board on November 13, 1967, as amended.

1.0.2 Teacher(s) Defined. The terms Teacher or Teachers when used hereafter in this Agreement shall refer to all employees in the negotiating unit described above.

1.0.3 Recognition Duration. Such recognition shall extend for the length of this Agreement and the District shall not negotiate with any organization on behalf of Teachers other than the Association for the duration of such recognition.

ARTICLE 2. DEDUCTIONS

Section 2.1 Dues and Agency Fees

2.1.1 Deduction, Transmission. The District hereby confers upon the Association the exclusive right to have its membership dues deducted from the salaries of those Teachers who individually and voluntarily authorize same and to have agency fees deducted from the salaries of those Teachers who do not so authorize membership dues deduction. All membership dues and agency fees deducted from Teachers' salaries shall be transmitted to the Association in a single lump sum and the Association shall be solely responsible for the proper distribution of such dues and agency fees deductions.

2.1.2 Authorization Forms. Dues deduction authorizations shall be in writing in a form satisfactory to both parties hereto.

2.1.3 Amount. The Association shall certify in writing to the District the amount of such membership dues and agency fees and any revisions thereto. During the Scheduled Deduction Period, the District shall make such

deductions commencing with the first payroll period thirty (30) days after receipt of a written notice of a revision in the amount of dues and agency fees to be deducted.

2.1.4 Scheduled Deduction Period. The deductions of the total amount of membership dues and agency fees shall be made in twenty (20) equal installments commencing with the first payroll in October. The period in which deductions are made shall be known as the Scheduled Deduction Period.

2.1.5 September List of Authorizations. No later than the third week in September, the Association shall (i) provide the District with the original signed dues authorization cards and a list of those Teachers who have voluntarily authorized the District to deduct dues for the Association, or any of them designated on the authorization cards, and (ii) transmit, at the same time, to the respective other associations a list of the members and their addresses who have authorized the payroll deductions of membership dues for such other associations.

2.1.6 Later Authorizations. Any authorizations for the payroll deduction of membership dues for any of the associations named on the authorization card which shall not have been provided to the District on or by the third week in September shall not become effective and the deductions requested to be made thereby shall not be made until commencing with the second payday following the transmittal of said authorization to the District. Thereafter, proper deductions shall be made for the balance of the Scheduled Deduction Period.

2.1.7 Transmittal. The District shall transmit the total amount of dues deducted in each payroll period to the Association during that payroll period. The final transmittal shall be accompanied by a listing of the Teachers for whom dues and agency fees deductions have been made and the amount deducted for each, and the date of the commencement of such deductions.

2.1.8 Indemnification. The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this Article.

2.1.9 Questions. Except where a clerical error has been made in the deduction of dues or agency fees, which error will be adjusted promptly, any questions as to the correctness of the amount deducted shall be settled between the Teacher and the Association.

Section 2.2 VOTE/COPE

2.2.1 Deduction. Teachers shall have the privilege of having voluntary contributions to VOTE/COPE deducted from their salaries.

2.2.2 Applicable Provisions. All the provisions of Section 2.1 of this Agreement shall apply to VOTE/COPE deductions.

Section 2.3 Benefit Trust

2.3.1 Deduction. Teachers shall have the privilege of having voluntary contributions to the NYSUT Benefit Trust deducted from their salaries.

2.3.2 Applicable Provisions. All the provisions of Section 2.1 of this Agreement shall apply to NYSUT Benefit Trust deductions.

Section 2.4 Health Insurance

2.4.1 Contributions. Required contributions for health insurance coverage (e.g., for HMOs, for part-time Teachers, and pursuant to paragraph 12.1.2 of this Agreement) shall be deducted from salaries of the affected Teachers.

ARTICLE 3. NEGOTIATIONS

3.0.1 Material from the Association. The Association shall provide the District with copies of its by-laws, constitution, officer lists, and names of its negotiation representatives prior to the initial negotiation meeting. Also the Association shall provide the District with the minutes of any general Association meeting at which the negotiations or final agreement are in any way discussed.

3.0.2 Material from the District. The District shall provide the Association's negotiation representatives upon their request any materials and information constituting the public records of the school district, including a copy of the school district administrative regulations and amendments thereto, and the minutes of any regular Board meeting at which the negotiations or final agreement are in any way discussed. If there is a dispute about what constitutes public records, both parties shall be bound by the determination of the Commissioner of Education or his legal staff.

3.0.3 Communications. There shall be no restrictions on informal or internal communication during negotiations. Advance notice of press releases will be given to the other party.

ARTICLE 4. TEACHING CONDITIONS

Section 4.1 Committees

4.1.1 Ad Hoc Committees Purpose. The Superintendent and the President of the Association will agree when an Ad Hoc Committee is required. Ad Hoc Committees will be utilized to discuss and study specific subject assignments of educational concern, program, and personnel. The subject assignments and a reporting date are to be mutually agreed upon by the President of the Association and Superintendent.

4.1.2 Ad Hoc Committees Members. The Superintendent and the President of the Association will determine the membership of the Ad Hoc Committee.

4.1.3 Ad Hoc Committees Recommendations and Report. An Ad Hoc Committee will present its recommendations and report simultaneously to the President of the Association and the Superintendent.

4.1.4 District-Wide Curriculum Committees. The Association is entitled to representation on district-wide curriculum committees as determined by the Superintendent and the President of the Association.

4.1.5 Search Committees. The Association recognizes that the Board has the sole responsibility for the approval of appointments of all staff members, including administrative and supervisory personnel, upon the recommendation of the Superintendent. There will be an Association representative(s) on search committees for the position of principal, assistant principal, supervisor, or Curriculum Learning Specialist.

4.1.6 Search Committee for Teacher Vacancy. When the District determines to fill a Teacher vacancy, and there is no bargaining unit member who has a right to fill that position, a building/department selection committee will be established. The committee will consist of six members. Three members of this committee will be selected by the District and three members of the committee will be selected by the Association. The committee shall recommend two names to the Superintendent/designee for further consideration.

Section 4.2 Professional Conduct

4.2.1 Compliance with Rules. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a Teacher may reasonably refuse to carry out an order which threatens physical safety or is offensive to generally accepted moral or professional standards.

4.2.2 Breach of Discipline. When any alleged breach of discipline has occurred in regard to which the Administration proposes to take action which may have an adverse effect on the Teacher's record, the Association and Teacher will first be apprised of the allegation. When, in any such case, the Supervisor apprises the Teacher of the allegation, at the Teacher's request, a representative of the Association shall be present. In the event of disagreement between the Association and the administration as to the merits of the allegation, the matter may be processed and must be so processed to the extent required by Section 4.7 of this Agreement.

4.2.3 Disciplinary Action. No Teacher shall be disciplined, formally reprimanded, reduced in compensation or deprived of any professional advantage provided herein without just cause. Any such matter shall be subject to the grievance procedure hereinafter set forth. The basis for disciplinary action will be made available to the Teacher prior to the taking of any such action.

4.2.4 Sexual Harassment. The responsibility for prevention of sexual harassment is shared by all administrators, supervisors and employees. Therefore, every administrator or supervisor is expressly forbidden to use implicit or explicit sexual behavior to control, influence or affect the career, pay or job of an employee. Similarly, employees will not make any deliberate offensive comments or gestures or physical contact of a sexual nature in the work place toward any other employee, administrator, supervisor or student. Board of Education Policy outlines appropriate procedures.

Section 4.3 Personnel File

4.3.1 Access to File. The only official personnel file shall be the master file maintained in the Personnel Office. The District will establish and maintain procedures designed to prevent the disclosure of confidential information in the Teacher's master personnel file to unauthorized persons or for other than official District business. Each Teacher shall have the right during normal office hours, to review and copy the contents of his/her own master personnel file except for confidential employment references.

4.3.2 Letters. Correspondence and other documents pertaining to the Teacher may be submitted to the Office of Superintendent/designee for filing by the Teacher or by an Administrator provided that the Teacher is made aware of their inclusion in his/her master file. In the case of letters received which are derogatory in nature, the Teacher shall be given the opportunity to acknowledge that he/she has read the document by affixing his/her signature thereto. Such signature does not indicate agreement with the contents and the Teacher may submit a written response to be attached to the letter of criticism.

4.3.3 Expunging After Three Years. Correspondence and other documents referred to in paragraph 4.3.2 will be expunged from the Teacher's file three (3) years after the original filing of the document except where a charge or complaint is of misconduct constituting a crime when committed, as referenced in Subdivision 1 of Section 3020-a of the Education Law. Teacher evaluation documents shall not be subject to this expunging.

Section 4.4 Non-Teaching Duties

4.4.1 Cafeteria Duty. Unless a Teacher volunteers for cafeteria duty, he/she shall not be required to perform such duties more than thirty (30) minutes per day or more than two (2) semesters in any five (5) year period, except for Teachers with less than full teaching loads. The parties recognize that frequently a given Teacher will have less than a full load in consecutive years; efforts will be made to alternate this type of schedule. Cafeteria duty is recognized to be a supervisory duty rather than part of the standard five (5) periods of teaching duty.

4.4.2 Curriculum Learning Specialist. Curriculum Learning Specialists (CLS) will be appointed on an annual basis as follows:

Position	Stipend		
	2000-01	2001-02	2002-03
English	*	*	*
Math	*	*	*
Science	*	*	*
Social Studies	*	*	*
Technology/Business	\$6,300	\$6,800	\$7,000
Art	4,000	4,500	4,650
Music	4,000	4,500	4,650
Home Economics/Health	6,300	6,800	7,000
Foreign Language	4,000	4,500	4,650
Library Media	4,000	4,500	4,650

Curriculum Learning Specialists appointed in the CORE areas of English, Math, Science and Social Studies will be scheduled for two release periods and will not be assigned supervisory duties. Curriculum Learning Specialists appointed to areas other than CORE shall receive the stipend listed above, be scheduled for one release period and not be assigned supervisory duties.

For the year 2000-01, a pool of 40 additional work days has been established for Curriculum Learning Specialists appointed in the CORE areas of English, Math, Science and Social Studies. Such days are to be compensated at \$225/day and allocated by consensus between the Assistant Superintendent for Curriculum and the Curriculum Learning Specialists. Effective July 1, 2001, the total additional work days for the CORE Area Curriculum Learning Specialists will be 80 days.

Curriculum Learning Specialists in the areas of Technology/Business, Art, Music, FACS/Health, Foreign Language and Library Media, may each work up to three additional days in 2000-01 and up to five additional days effective July 1, 2001. Such additional days are to be compensated at the rate of \$225/day.

The District retains the right to separate and create two Curriculum Learning Specialist positions in the areas of Technology/Business and FACS/Health. Should the District separate these positions, each Curriculum Learning Specialist shall be scheduled for one release period and not be assigned supervisory duties. The stipend shall be divided equally among the two Curriculum Learning Specialists.

4.4.3 Building Department Chair and Elementary Building Stipend.

Distribution of resources at the building level will be determined by a building committee. The committee will be comprised of 3 members appointed by the Association President and 3 members appointed by the Superintendent/designee. Appointments to these positions will be made annually. The following amounts are to be distributed by this committee:

	2000-01	2001-02	2002-03
High School	\$36,765	\$38,050	\$39,385
Middle School	11,065	11,450	11,855
Elementary	2,700	5,000	5,000

Section 4.5 Use of Automobile

4.5.1 Car Allowance. Teachers who are required in the course of performing their professional duties to drive personal automobiles from one school building to another shall receive a car allowance of the number of cents

per mile allowed by the Internal Revenue Service for deduction of business miles driven at the time of submission of the voucher.

4.5.2 Transporting Students. The transportation of students by Teachers in personal automobiles shall not be permitted except as expressly authorized by the Superintendent/designee, or as may be required in an emergency affecting the physical health or safety of students. The Board's liability in such circumstances shall be determined in accord with Section 3023 of the Education Law.

Section 4.6 Professional Performance Review

Professional Performance Review in this District shall be conducted annually for each Teacher. The goal of this annual assessment is to improve the instructional skills of the staff. It shall consist of two models: A and B. Model A is designed to meet the needs of the non-tenured Teacher. Model B is designed to accomplish the task of improving the skills of the tenured Teacher. A performance Review Board, established by the District and Association, shall oversee and manage the various components of these assessments methods.

4.6.1 Review of Non-Tenured Teachers (Model A). Non-tenured Teachers shall be placed in Phase I or Phase II of Model A of the performance review process on the basis of their teaching experience.

- A. All Teachers with no previous experience will be placed in Phase I for their entire first year of teaching.
- B. All Teachers with at least one semester (or the equivalent in number of days) but less than three years of teaching experience will be placed in Phase I. Such individuals may move to Phase II after one semester of placement in Phase I.
- C. Teachers with three years or more of teaching experience may be placed in Phase II, if this is considered the appropriate placement by the Performance Review Board.
- D. Phase I of Professional Performance Review is created to facilitate and enhance the professional development of the novice Teacher. A mentor will be assigned to a Teacher in Phase I to advise, counsel, and model classroom techniques. Mentors will stress the importance of developing successful teaching skills and attitudes that will fulfill the Teacher performance criteria of the school district. Probationary Teachers assigned to Phase I will be assigned a regular Teacher load.

In order to address concerns of time commitment of probationary Teachers, the building principal, probationary Teacher and mentor must agree to accept junior participants before they are assigned to the probationary Teacher. They will be considered an intern with a Teacher as an instructional mentor. The mentor Teacher will work with the probationary Teacher at least the equivalent of one full day every two weeks. Attempts will be made by the Review Board to assign mentors from the same level and/or subject area as the probationary Teacher. An assessment based on the Teacher performance criteria will be submitted to the Review Board by December 1 and May 1, or on the dates established by the Mentor Board.

Phase I will include informal classroom observations as well as at least one formal classroom observation per semester by the building principal or immediate supervisor. These assessments will be based on the Teacher performance criteria. Assessment of the Phase I participant will be done by the mentor and the principal or supervisor. Assessments of the mentors shall be submitted to the Review Board and the Teacher by December 1 and May 1, or on the dates established by the Mentor Board. Assessments by the principal or immediate supervisor shall be submitted to the Superintendent's office by December 1 and April 1. The assessments will be based only on the established Teacher performance criteria. On the basis of these assessments the Review Board will:

1. Determine the appropriate placement of the Teacher in Phase I or II
2. Recommend to the Superintendent of Schools:
 - a. Continued employment in the District
 - b. Tenure
 - c. Dismissal

E. Phase II of Model A is designed to meet the needs of the experienced probationary Teacher. The Review Board will determine the placement of probationary Teachers in Phase II based on their successful performance in Phase I or the quality of their previous teaching experience. The experienced Teacher will be assigned a full teaching load. A mentor Teacher will observe, assess and discuss the Teacher's performance at least once each ten week period. Phase II will include at least one formal observation per semester by the building principal or immediate supervisor. These assessments will be based on the Teacher performance criteria.

Assessment of the Phase II participant will be done by the mentor and the building principal or immediate supervisor. These assessments shall be submitted to the Review Board and the Teacher by

December 1 and May 1, or on the dates established by the Mentor Board. The assessments will be based on the Teacher performance criteria. On the basis of these assessments, the Review Board will:

1. Determine the appropriate placement of the Teacher in Phase I or II
2. Recommended to the Superintendent of Schools:
 - a. Continued employment in the District
 - b. Tenure
 - c. Dismissal

F. In both Phase I and II, professional responsibilities other than instructional skills shall be assessed by the building principal or immediate supervisor based on criteria developed by the administrators and approved by the Superintendent. These reports shall be submitted to the Superintendent.

G. The Superintendent will discuss with the Review Board decisions contrary to Review Board recommendations.

4.6.2 Review of Tenured Teachers (Model B)

A. Each Teacher's instructional skills shall be assessed annually. The following options will fulfill the requirement of the annual assessment. The choice of an option by the Teacher does not obviate the building principal's right and responsibility to observe any class at any time in order to continue to assess and strengthen the instructional skills of a Teacher.

1. Options

- a. A formal assessment by an administrator using the process and criteria adopted for the tenure Teacher evaluation program.
- b. A Teacher may participate in clinical supervision. A report indicating participation in clinical supervision will be placed in the Teacher's personnel file. The Teacher may select from the following clinical supervision models:
 1. An administrative team
 2. An administrative-peer team
 3. A peer team
- c. Peer Coaching
- d. A Teacher may select placement in a mentor program. The Teacher will request the Performance Review Board to assign

- a mentor. A report of participation in this program will be placed in the Teacher's personnel file by the Performance Review Board.
2. It shall be the responsibility of the Director of Personnel Relations to insure that the annual assessment has been completed for each Teacher.
- B. The Performance Review Board may be requested by a building principal to place a tenure Teacher in an intervention program. This program will be directed at correcting serious instructional deficiencies.
1. A principal requesting placement of a Teacher in an intervention program must have completed at least two formal assessments using the criteria adopted for the Phase I and Phase II Teacher evaluation program. These assessments must have been completed during the preceding twenty week period. The principal must document the prescriptive measures given to the Teacher following the first assessment and the results of those corrective measures. The Teacher will receive a copy of each assessment and may file a response.
 2. The Performance Review Board will determine the appropriateness of placing the Teacher in a mentor program. The Performance Review Board or a designated member of it will meet with the Teacher and explain the purpose and operation of the mentor program. The Teacher shall have the option of accepting or declining placement in a mentor program. A mentor will work with the Teacher in the intervention program until it is deemed no longer necessary or helpful by the Performance Review Board. A copy of all reports filed by the mentor shall be given to the Teacher.
- C. It shall be the sole responsibility of the District to initiate any proceedings to discipline or terminate any Teacher. The one responsibility of the Performance Review Board and its agents is to provide assistance in improving instructional skills. The District agrees that it shall not call a mentor as a witness in a tenure hearing or use the written reports generated by the mentor in the intervention program.
- D. These procedures will be reviewed at the end of each school year by both the District and the Association. Either party may terminate this assessment policy by notifying the other party by July 1.

4.6.3 The Professional Performance Review Board.

The Professional Performance Review Board shall be the governing structure of the mentor and intervention programs. It shall receive reports and may request clarification from administrators and mentor Teachers concerning the instructional competence of probationary Teachers. It shall oversee the functioning of the various assessment options for tenured Teachers and attempt to resolve conflicts arising from them.

The Review Board shall be composed of nine (9) members appointed annually. Four (4) shall be appointed by the Superintendent of Schools to include the Director of Personnel Relations/designee and a building administrator from each level (elementary, middle and high school). Five (5) shall be appointed by the President of the Kenmore Teachers Association to include the President/designee and Teachers representing the primary, intermediate, middle and high schools. It is recommended that persons appointed to the Review Board should receive training in the mentor program.

4.6.4 The Mentor

A. *Job Description.*

In general, the job of the mentor will be to focus on the improvement of classroom instruction. Specifically, the mentor will:

1. Work with both non-tenured and tenured Teachers. This will include systematic and regular observations, written assessments, assistance in obtaining materials, modeling teaching techniques (where applicable), arranging observations of other Teachers and discussion time.
2. Confer with principals, Curriculum Learning Specialists, department chairs and program supervisors on the progress of probationary Teachers.
3. Participate in mentor training activities and mentor discussions.
4. Assess the effectiveness of the program.
5. Meet with the Review Board as required.

B. *Selection, Qualifications, Guarantee.*

1. Selection shall be by application to the Performance Review Board.
 - a. The application process will include written references from a principal and two peers and an interview by the Review Board.
 - b. To be eligible to apply, a Teacher must have completed a minimum of five years of successful teaching in Kenmore.
 - c. Mentors may serve for three academic years, if desired, and must return to the classroom for one year before reapplying.

- d. A mentor shall be prohibited by the District from accepting an administrative position in the District during the period he/she is serving as a mentor.

2. Mentors shall be:

- a. Considered full-time Teachers at regular Teacher pay and benefits with all accumulated seniority rights and shall remain a member of the Teacher's bargaining unit.
- b. Mentors assigned to less than a full-time mentor assignment shall receive additional salary for a half-time position (prorated at that rate for less than 50%).

According to the following rates:

2000-01	\$2,125
2001-02	\$2,200
2002-03	\$2,280

- c. Guaranteed the availability of their previous teaching position within their seniority rights.
- d. Assigned on the basis of one mentor to eight Phase I Teachers.
- e. Every attempt will be made to keep the maximum mentor load to 11 new Teachers, using the ratio of four Phase II Teachers equals one Phase I Teacher.

C. *Performance Criteria.*

Performance criteria will be developed following the appointment of the Review Board. Criteria should include items from the following general areas of teaching effectiveness:

- 1. Use of effective instructional techniques and strategies
- 2. Knowledge of subject matter
- 3. Classroom management
- 4. Professional skills

D. *Documentation.*

In the event of an unsatisfactory probationary evaluation, the Teacher will be given written documentation as soon as the problem becomes apparent. The Teacher will receive two copies of the documentation and may transmit one of these to the Association.

4.6.5 Evaluation Committee. A joint District/Association committee will be formed to review the evaluation of tenured Teachers. The committee will report to the Superintendent and President of the Association by April 1, 2001.

Section 4.7 Tenured Teacher Discipline Procedures

4.7.1 Alternative to 3020-a.

- A. At the same time and in the same manner as charges are served on a tenured Teacher pursuant to Education Law Section 3020-a, the District may serve on that Teacher a written statement that the District seeks a penalty of a reprimand and/or a suspension without pay of ten days or less. If the District does so and if the Teacher makes a written demand for a hearing which would be timely for a demand for a hearing pursuant to the said Section 3020-a as specified in the Regulations of the Commissioner of Education for such demands, the charges shall not be heard pursuant to the procedures set forth in the said Section 3020-a, but rather the demand for a hearing shall be deemed to be a waiver of the Teacher's right to have the charges heard pursuant to those procedures and the charges shall instead be heard by an arbitrator selected pursuant to paragraph 11.5.3 of this Agreement in a hearing conducted pursuant to the rules therein specified. In that event, the provisions of paragraph 11.5.6 of this Agreement notwithstanding, the administrative fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be borne entirely by the District. The decision of the arbitrator shall be final and binding on the parties and the Teacher.
- B. If charges are served on a tenured Teacher pursuant to Education Law Section 3020-a and the District does not serve (pursuant to subparagraph "A" above) on that Teacher a written statement that the District seeks a penalty of a reprimand and/or a suspension without pay of ten days or less, the Teacher shall have the option of serving simultaneously with his/her demand for a hearing (if he/she makes such a demand) a statement that he/she desires to have the charges heard and determined by an arbitrator selected pursuant to paragraph 11.5.3 of this Agreement. If the Teacher does serve such a written statement, and if the Teacher's demand for a hearing would be timely for a demand for a hearing pursuant to the said Section 3020-a as specified in the Regulations of the Commissioner of Education for such demands, the charges shall not be heard pursuant to the procedures set forth in the said Section 3020-a, but rather the demand for a hearing shall be deemed to be a waiver of the Teacher's right to have the charges heard pursuant to those procedures and the charges shall instead be heard by an arbitrator selected pursuant to paragraph 11.5.3 of this Agreement in a hearing conducted pursuant to the rules therein specified. In that event, the administrative fees of the American Arbitration Association and the fees and the expenses of the arbitrator shall be borne by the District. The decision of the arbitrator shall be final and binding on the parties and the Teacher.

Section 4.8 Facilities and Supplies

4.8.1 Equipment. The parties recognize that appropriate texts, library reference facilities, computers, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment and similar materials are tools of the teaching profession, and that optimum school facilities for both student and Teacher are desirable to insure the high quality of education that is the goal of both the District and the Association.

4.8.2 Classroom Facilities. The District will provide:

- A. A separate desk or adequate work area for each Teacher in the District, with lockable drawer space.
- B. Suitable space for each Teacher to store coats, overshoes and personal articles.
- C. Adequate board space in every classroom.
- D. Copies, exclusively for each Teacher's use, of all texts used in each of the courses he/she is to teach.
- E. A suitable dictionary in every classroom.
- F. Adequate and convenient storage space for instructional material.

4.8.3 Receipt of Supplies. The District shall take whatever reasonable steps may be necessary to insure timely receipt of the materials and supplies.

4.8.4 Lounge and Rest Rooms. The District agrees, within budget guidelines, to provide a faculty lounge and adequate lunch room, rest room and lavatory facilities for use by Teachers.

4.8.5 Telephones. Adequate telephone facilities will be made available to Teachers for professional purposes for local calls.

Section 4.9 Legal Counsel

4.9.1 Assault. Any case of assault upon a Teacher while in the performance of his/her duties shall be promptly reported to the District or its designated representative. The District will provide legal counsel in such cases to advise the Teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Teacher in connection with the handling of the incident.

4.9.2 Suit. If any Teacher is complained against or sued as a result of any lawful action taken by the Teacher while in discharge of his/her duties

within the scope of his/her employment upon due and timely notification, the Board will provide legal counsel and render all necessary assistance to the Teacher in his/her defense. The Teacher must, however, within five (5) working days of service of a summons, complaint or other legal paper, deliver the original or a copy thereof to the Clerk of the Board.

4.9.3 Criminal Act. The Superintendent and the President of the KTA will be notified of any incident which has occurred in the District and is considered to be criminal.

Section 4.10 Miscellaneous

4.10.1 Academic Freedom. The District and the Association agree that education in this community will be served best by supporting academic freedom in order that Teachers may freely and objectively educate within their area of professional competence with due concern for the rights of the individual pupil, the values of the community and the needs of society; and in order that pupils may discuss controversial matters in their level of intellectual and social development.

4.10.2 Classroom Interruptions. In the interest of the efficient use of educational time, only minimal interruptions of classes should occur.

4.10.3 Pupil-Staff Ratio. The District and the Association recognize that there is a relationship between pupil-staff ratio and the effectiveness of the educational program. Class projections will be reviewed with the Association president or his/her designated representative on an annual basis.

4.10.4 Improvement of Instruction. The District and the Association agree to continue to work toward greater individualization of instruction in order to improve the educational opportunity of pupils and to use the financial resources of the public schools in the most effective and efficient manner. Both parties agree to continue to experiment with and to evaluate all methods which may lead toward this goal, including but not limited to, reorganization of staff, patterns of grouping and pupil-staff ratios for classroom instruction and other educational services.

4.10.5 Safety and Health. The District shall provide safe and healthful conditions under which Teachers perform their professional duties.

4.10.6 Tuition Free Attendance. Children of Teachers who were on the payroll prior to July 1, 2000, and who live outside the District will be allowed to attend District schools tuition-free on a space-available basis. Once enrolled, their children will not be bumped out.

4.10.7 Use of Aide with Special Area Teacher. An aide assigned to a special education class shall accompany the class to a special area subject, when the majority of students in the special education class are assigned to the special area subject class.

4.10.8 Hot Line Number. In cases of emergency at school buildings when no building administrator is in the building, a call should be placed to the Administration Building.

4.10.9 Identification. An administrative policy regarding identification of visitors and itinerant employees in school buildings will be established and copies thereof will be sent to staff and the KTA president.

ARTICLE 5. WORK YEAR AND DAY

Section 5.1. Work Year

5.1.1 Calendar. An Ad Hoc Committee, appointed under the provisions of Section 4.1, will meet with the Superintendent/designee to discuss and to make recommendations on a school calendar.

5.1.2 Elementary Last Week. There will be no pupil contact duties for K-5 Teachers on the last three days of the school year.

5.1.3 Teacher Duty Days. Agreement has been reached to establish a maximum of 188 Teacher duty days in the school calendar year 2000-2001, and 190 Teacher duty days effective the 2001-02 school year.

5.1.4 First Student Day. On the first day of student attendance in September, Teachers may have up to a full day of instructional duties.

5.1.5 Faculty Meetings. Except in cases of emergency, there will be a one week notification of a faculty meeting. Upon prior request, the Association shall be given ten (10) minutes at any faculty meeting. Attendance at faculty meetings is the professional responsibility of Teachers. If a Teacher must leave before the end of a faculty meeting, prior notice shall be given to the administrator in charge. Faculty meetings shall be limited to no more than two per month except in crisis situations.

5.1.6 Parent Conferences, Open House. Participation at PTA meetings is encouraged by the Association and the Board as a part of a Teacher's professional responsibility for fostering good parent-Teacher

relationships, and thereby improving the education of the child. Teachers shall not be required to attend more than three Open House or other parent/Teacher contact after school events per school year. The required events will be designated by the Superintendent of Schools or the Building Principal. Notice of such meetings will be given at the beginning of each school year in order that conflicts in scheduling may be avoided.

A total of four after-school events must be completed prior to extra-curricular compensation being initiated.

A Teacher may volunteer to attend additional events provided that, after the fourth event, the Teacher will receive compensation. Compensation may include Professional Day credit, compensatory time, or extra-curricular pay.

5.1.7 Guidance Counselors. Guidance counselors who are assigned to work on hours or days outside the official work schedule will be given the opportunity to arrange with their principal for compensatory time off at a mutually convenient date.

5.1.8 Individual Evaluation Programs. Each special education Teacher who is required to prepare Individual Evaluation Programs for his/her students shall have two half-days free from instruction duties which shall be devoted to such preparation.

Self-contained classroom Teachers' students shall not be assigned to another regular (as distinct from substitute) Teacher. Resource Room Teachers' students may for these two half-days be expected to remain in their regular classroom.

The District will notify each special education Teacher at least six weeks before the deadline date related to the annual review, of the date of this deadline. In addition, the release time (two half-days) for all Teachers will occur within thirty days of this deadline date. No special education Teachers, including elementary self-contained classroom Teachers, will be released from duty on conference days during the year.

Section 5.2 Work Day

5.2.1 Beginning, Ending, Length, Lunch. Each building principal shall set the beginning and ending times of the workday for Teachers who work in his/her building, but the beginning and ending times for Teachers who work in more than one building shall be set by the Superintendent of Schools. In secondary schools (high schools and middle schools) the beginning time shall not be earlier than 7:45 a.m. nor later than 8:15 a.m. and the Teacher work day shall not exceed 7.5 hours. In elementary schools, the beginning time shall not be earlier than 7:45 a.m. nor later than 8:30 a.m. and the Teacher work day shall not exceed 7.5 hours. The Teacher work day includes a duty-

free 30 minute lunch period. The Teacher work day of a Teacher who works in more than one building shall not exceed 7.5 hours. On Friday or the last day of the week preceding an extended holiday, Teachers will not be required to provide remedial services. The additional one-half hour obtained by lengthening the elementary Teacher day from 7 to 7.5 hours shall be used for planning and/or staff development time, but not for increasing any Teacher's student contact time.

5.2.2 Scheduling K-5 Time. Each K-5 Teacher will be scheduled for at least one period of planning time per day of not less than twenty (20) consecutive minutes. The minimum planning time will be one hundred sixty-five (165) minutes per five instructional day week.

5.2.3 Scheduling Special Classes. Scheduling of special elementary classes (i.e., art, physical education, music) will be arranged by the building principal after consultation with and advice from the Association building representatives.

5.2.4 Release for Planning. When special Teachers are instructing in elementary classrooms, and when the classroom Teacher and the special Teacher are satisfied that adequate provisions for continuity of instruction have been made, the classroom Teacher is released for class planning.

5.2.5 Assigning Absent Teacher's Classes. When a Teacher, including a physical education Teacher, is absent, classes should not normally be assigned to co-workers.

5.2.6 Counselor's Prolonged Absence. In the event that a guidance counselor is absent for a prolonged period, the Association is entitled to an explanation of the method used by the Administration to distribute the duties of the absentee or to obtain a substitute.

5.2.7 Assignment to Substitute. A Teacher may be required, during his/her planning period, to be assigned to substitute for another Teacher, provided that, except in emergencies, such temporary assignments will not result in the loss of more than three (3) preparation periods during the school year.

5.2.8 Travel Time Between Buildings. Teachers who are assigned to work in two or more non-adjacent school buildings in one day shall be scheduled so as to allow 30 minutes of travel time between such assignments, excluding lunch and planning time.

5.2.9 Part-time Teacher Schedule. A part-time Teacher will be based on a percentage of the instructional day; i.e., if a Teacher teaches two (2) periods, the factor would be 2/5, three (3) periods 3/5, and so on.

5.2.10 Special Class Duration. The minimum length of a special class at the K-5 level shall be 30 minutes.

5.2.11 6th Assignment. A full-time Teacher at the secondary level may be assigned a 6th teaching period. Should a Teacher be assigned a 6th teaching class, his/her student load may not exceed 135 students during the time of this assignment. A maximum of 25 Teachers may be assigned a 6th teaching period at Kenmore West. A maximum of 20 Teachers may be assigned a 6th teaching period at Kenmore East.

5.2.12 Academic Intervention Services. A full-time Teacher at the secondary level may be assigned a 6th assignment for academic intervention of students. Should a Teacher be assigned this duty, he/she shall not be assigned a supervisory duty. Teachers assigned an AIS class may have up to 20 student contacts per week with a maximum class load of 145 including AIS students. Class size for academic intervention services shall not exceed eight (8) students per class. Every reasonable attempt will be made to have the maximum assignment at five (5) AIS students per class.

ARTICLE 6. ASSIGNMENTS AND TRANSFERS

Section 6.1 Assignments

6.1.1 Outside Certification. A Teacher shall not be assigned teaching duties outside of his/her certification except in an emergency and then only as permitted by Education Law and the rules of the Commissioner of Education.

6.1.2 Assignment Change. Teacher requests submitted by April 15th for a change in grade level or subject area within a building or unit shall be considered by the principal each year during the scheduling process. With respect to vacancies which exist by April 15th, when more than one application for the same vacancy is considered by the principal and individual qualifications, including certification are substantially equal, seniority shall control the choice.

6.1.3 Vacancies/Transfers. As of April 2nd of each year, the District will identify the vacancies which it then knows will exist for the succeeding school year.

Each Teacher requesting a transfer, returning from leave or being re-

called from a preferred eligibility list will have the opportunity to apply for vacancies and must apply for at least one vacancy appropriate to the Teacher's certification area and tenure area. Such Teachers will be given the opportunity to transfer to the vacancy based on District seniority but the principal in the school where the vacancy exists shall have the right to reject the Teacher for just cause supported by substantial evidence.

When a Teacher vacancy occurs during the school year, an announcement shall be posted at elementary and/or secondary schools depending upon what is appropriate to the vacancy. The vacancy shall be posted for a period of ten school days. Teachers on staff will be given the opportunity to transfer to the vacancy. Non-Tenured Teachers may transfer with approval from their mentor, current building principal and the principal of the building of the requested transfer. The vacancy which would result from the transfer will be posted in the same manner as will subsequent vacancies so created until there is no response to a particular posting. All transfers under this paragraph will take place on the following September 1st. The initial vacancy will be filled for the remainder of the school year by a certified Teacher from the appropriate preferred eligibility list or, if there is no such Teacher on the list, by a newly hired Teacher. A Preferred Eligibility List (PEL) Teacher assigned to a part-time position retains the right to apply for and immediately fill a full-time position vacancy which occurs during the school year.

6.1.4 Vacancies Resulting from Unpaid Leave.

- A. When a Teacher is on an unpaid leave of absence and the Teacher's return date from the unpaid leave is during the school year in which the Teacher takes the unpaid leave, or if the return date is the beginning of the school year, the resulting vacancy shall not be posted and the Teacher will return to the building assigned when they went on unpaid leave.
- B. When returning to active employment during the course of the school year, the following will apply: Elementary Teachers may return after a scheduled break (i.e. Winter Recess); Secondary Teachers may return at the semester break.
- C. Nothing in paragraph 6.1.3 or in paragraph 6.1.4 of this Agreement shall be interpreted to allow or require a Teacher to fill a position outside the Teacher's tenure area or for which the Teacher is not certified.

6.1.5 Changes Resulting from Enrollment and Program. Each year it is anticipated that a certain number of teaching assignments will need to be changed as a result of enrollment and program changes. Tentative teaching assignments will be available for Teachers for the ensuing school

year by the last day of the school year. If a Teacher's assignment is reduced from the prior year, or it is anticipated that an involuntary transfer must be made, the principal will notify the Teacher of this probability when teaching assignments are ready for distribution. It is the responsibility of each Teacher to communicate with the principal concerning any dissatisfaction with the Teacher's assignment on or before July 1. Changes between July 1 and August 15 should be communicated by the principal to the Teacher at the appropriate address. The principal and Teacher will work towards the resolution of any dissatisfaction of Teacher schedules between July 1 and August 15.

6.1.6 Summer Vacancy Notification. Teachers who wish to be notified of positions which become known to the District after the posting of vacancies and before the following September 1st shall file a written request for such notification with the Superintendent/designee no later than May 15th each year. Such request shall state the position, grade level, subject and/or building to which the Teacher desires to be assigned. Reference is made to 6.1.2 and 6.1.3 for processing of such requests. The Superintendent/designee shall maintain records of such requests. All requests on file shall be closed out at the beginning of the school year.

6.1.7 Middle School Staffing. A Teacher assigned to a middle school will remain in his/her original tenure area throughout the duration of the middle school assignment.

6.1.8 Transfer Effective Date. Transfers shall be made effective at the beginning of the school year.

6.1.9 Courses Not Recently Taught. If a Teacher is involuntarily assigned to teach a course which the Teacher has not taught in the last seven years and that course is outside the academic area (i.e., mathematics, science, social studies, foreign language, English) in which the Teacher is currently teaching, the District will make reasonable efforts to reduce the Teacher's number of preparations and will not assign the Teacher to a non-teaching assignment in the first school year in which the Teacher is so assigned to teach such a course.

6.1.10 Reopening of a School. Should the District reopen a school for instructional purposes, a committee consisting of three representatives from the Association and three from the Kenmore Administrators Association plus the Assistant Superintendent for Personnel and the Assistant Superintendent for Curriculum will consider the question of instructional staffing of the school to be reopened. Their recommendations will be subject to approval by the Association and the District. If the committee is unable to reach agreement by March 15 of the year preceding the reopening, the staffing will be done on

a District-wide seniority basis. A meeting of interested Teachers will be held at which the Teacher may elect the position available based on his/her seniority in accord with the provisions of this Agreement dealing with transfers.

Section 6.2 District Transfers.

6.2.1 Procedure. When it becomes necessary to transfer Teachers for the purpose of balancing staff or strengthening program or as a result of staff reduction, the Superintendent/designee will notify the Teacher involved at the earliest possible moment. The Teacher will be informed of the reasons for the transfer. All current openings appropriate to the qualifications of the Teacher will be discussed and the Teacher will be given an opportunity to select among them.

To the greatest extent possible, the wishes of the individual involved will be taken into consideration. The Superintendent/designee shall notify the Association of reassignments and transfers.

ARTICLE 7. REDUCTIONS AND RECALLS

Section 7.1 Reductions in Staff

7.1.1 Order of Reduction. During reduction in staff, the first Teachers to be terminated will be ranked within the tenure of the position, or positions, on the basis of full-time continuous service in the District beginning with the Teacher with the least full-time continuous service. Reassignments resulting from staff reduction under this section will be treated as a transfer as per paragraph 6.2.1.

7.1.2 Tenure and Seniority of Remedial Reading Teachers. The following procedure has been negotiated to resolve question of tenure and seniority status of remedial reading Teachers.

- A. The Nursery-12, vertical tenure area of remedial reading is recognized and includes all persons with proper certification, assigned to teach remedial reading, whose probationary appointments in the remedial reading tenure area were made after August 1st, 1975.
- B. All Teachers at the elementary grade level certified in remedial reading, who received probationary appointments prior to August 1st, 1975, are deemed to be in the elementary tenure area. Any Teacher in

said elementary tenure area who is now or later becomes certified in remedial reading, may be assigned to teach remedial reading at the elementary grade level (Grades N-6) at the discretion of the District.

- C. All Teachers at the secondary level, certified in remedial reading, who received probationary appointments prior to August 1st, 1975, are deemed to be in the secondary academic tenure area. Those Teachers in the secondary academic tenure area who are now or later become certified in remedial reading, may be assigned to teach remedial reading at the secondary grade levels (Grades 7-12) at the discretion of the District.
- D. Teachers in either the elementary or the secondary academic tenure areas as described above, shall continue to accrue seniority in their respective tenure areas for service rendered as remedial reading Teachers.
- E. In the event that professional education positions are abolished by the Board of Education of the District:
 - 1. At the elementary level, the District will first determine if there are any elementary Teachers appointed prior to August 1st, 1975, with remedial reading certification. If such persons are part of the elementary staff, they will be assigned to remedial reading at the elementary grade level (grades N-6). The total number of elementary Teachers whose probationary appointments were made prior to August 1st, 1975, who are assigned to remedial reading, shall not exceed the total number of all staff lines allotted for remedial reading instruction at the elementary grade level.
 - 2. At the secondary level, the District will first determine if there are any secondary academic Teachers appointed prior to August 1st, 1975, with remedial reading certification. If such persons are part of the secondary academic staff, they will be assigned to remedial reading at the secondary grade level (Grades 7-12). The total number of secondary academic Teachers whose probationary appointments were made prior to August 1st, 1975, who are assigned to remedial reading, shall not exceed the total number of all staff lines allotted for remedial reading instruction at the secondary grade level.
 - 3. In the vertical tenure area of remedial reading (N-12), the District will determine the person having the least seniority in the said tenure area, who will be affected as set forth in Part 30.13 of the Rules of the Board of Regents, and in conformance with Section 2510 and 2585 of the Education Law.

7.1.3 Remedial Reading. In order to minimize future disputes, grievances and potential litigation over the retention rights of Teachers in the remedial reading, elementary and general secondary tenure areas, the parties agree that:

- A. The duties performed by all Teachers assigned to remedial reading at all levels are similar.
- B. All Teachers assigned to remedial reading at all levels possess the necessary certification.
- C. Remedial reading for students in grades K-6 is a proper assignment for Teachers in the elementary tenure area who were appointed prior to August 1, 1975 who possess the necessary certification.
- D. Remedial reading for students in grades 7-12 is a proper assignment for Teachers in the general secondary tenure area who were appointed prior to August 1, 1975 who possess the necessary certification.
- E. Remedial reading for students K-12 is a proper assignment for Teachers appointed on or after August 1, 1975 in the tenure area of remedial reading.

The District shall use the following procedures to determine the tenure area in which a professional education position shall be abolished in all circumstances wherein it determines that the number of remedial reading assignments will decline:

- A. The District will determine which Teacher has the least seniority in the elementary tenure area.
- B. The District will determine which Teacher has the least seniority in the academic English and general secondary tenure areas.
- C. The District will determine which Teacher has the least seniority in the remedial reading tenure area.
- D. Based upon the determinations made pursuant to subparagraphs A, B and C above, the District will abolish the professional education position in the tenure area of the Teacher who has the least seniority.
- E. In the event that the decline in remedial reading assignments will make it necessary to abolish more than one education position, the District shall repeat the procedures set forth in subparagraphs A, B, C and D

above for each position. The above process will be applicable provided there are a sufficient number of students requiring remedial reading instruction.

- F. Teachers whose positions are abolished shall be placed upon the appropriate preferred eligibility list(s) for recall consistent with Section 2510 of the Education Law and contractual rights to substitute positions.

The Association hereby agrees that it will not represent directly, or through any organization with which it is affiliated, any Teacher in a grievance proceeding challenging an alleged deprivation of a legal or contractual entitlement by reason of the District's adherence to this paragraph 7.1.3. The parties agree that it is their mutual intent that this paragraph 7.1.3 be interpreted in a manner that is consistent with paragraph 7.1.2 of this Agreement.

Section 7.2 Preferred Eligibility List and Recall

7.2.1 Applicable Provisions. The following provisions will be applicable to all tenure and probationary Teachers of the Kenmore School System who have been placed on the preferred eligibility list:

- A. Teachers will be guaranteed their rights as provided by law.
- B. Teachers will be eligible to continue in the group health coverage provided the Teacher pays the premium while on the Preferred Eligibility List.
- C. If a Teacher is on leave of absence of 40 or more consecutive working days in duration and the District requires a substitute for that Teacher, the District will recall as that substitute the most senior Teacher from all current preferred eligibility lists who has certification in, and prior District service in, the subject area for which the substitute is required. A Teacher so recalled as a substitute shall accrue seniority credit and credit toward completion of probation only if the substitute service is in a tenure area to which the District has previously appointed the Teacher in tenure or probation.
- D. Teachers on preferred eligibility lists are responsible for advising the District in writing of areas of certification and service in the District; failure to do so constitutes a waiver of claim to a substitute position pursuant to sub paragraph C of this paragraph 7.2.1.

- E. If the District is not aware that the leave will be for more than forty (40) days, the District will make every effort to determine the length of the anticipated leave. If it is determined that the leave does indeed exceed forty (40) days, the District will follow the procedure as in subparagraph C above.
- F. Notification of recall from the preferred eligibility list will be by certified mail, return receipt requested, and the Teacher so recalled will have ten (10) calendar days from the date of receipt to respond in person or by certified letter, return receipt requested, before the District contacts the next Teacher on the applicable preferred eligibility list.

Section 7.3 Recall of Teachers From the Preferred Eligibility List to a Vacancy Caused by a Separation from Employment

7.3.1 Notice to Next Teacher on P.E.L. The Teacher next on the P.E.L. with the most seniority with proper certification shall be notified of the vacancy.

7.3.2 Teacher Options. If that vacancy occurs after the beginning of the school year:

- A. The Teacher may reject the full-time assignment, be granted an exceptional leave for the school year, and remain on the P.E.L. throughout the school year with the understanding that there will be no further notification of a full-time vacancy for which the Teacher is qualified.
- B. The Teacher has the option at the end of the first semester to request a return from a leave of absence, but may not "bump" a less senior Teacher through this process.
- C. The Teacher may accept the assignment and be considered a regular salaried Teacher.

7.3.3 Refusal. A Teacher refusing such an offered position between the beginning of the school year and June 30 may remain on the P.E.L., but must accept any full-time assignment offered when made between July 1 and the beginning of the school year, or be removed from the P.E.L. unless the Teacher is granted an exceptional leave pursuant to Section 10.7 of this Agreement.

7.3.4 Seniority and Benefits. Seniority will accumulate during the period of the assignment and the Teacher will be entitled to applicable fringe benefits.

Section 7.4 Miscellaneous

7.4.1 E.C.E. Separate. It is agreed that, in consideration of the foregoing, the Early Childhood Education Program shall continue to be administered by the District as a separate program for seniority purposes, to the extent permitted by law.

7.4.2 Continuing Education. Full-Time Continuing Education positions (1400 hours per year or more) shall be eligible for the sick leave entitlement under Section 10.1 of this Agreement. Employees in these positions as described above are also eligible to be covered by the District health insurance plan.

ARTICLE 8. APPOINTMENTS/SUMMER SCHOOL, ADULT EDUCATION AND EXTRA PAY POSITIONS

Section 8.1 General

8.1.1 Recommendation and Approval. Appointments as summer school Teacher, adult education Teacher, coach or other extra pay positions as listed on Salary Schedule 04 will be recommended by the principal or other duly authorized administrator for the approval of the Superintendent of Schools and the Board of Education.

8.1.2 Announcement and Application. Except under extenuating circumstances general announcements for these positions will be made to invite interested and qualified candidates to apply. In the case of Schedule 03 - Coaching positions and any District-wide Schedule 04 - Extra Pay positions, these announcements will be made and posted in all school buildings. Applications will be made in writing to the principal or other duly authorized administrator who will be responsible for maintaining an active file of candidates.

8.1.3 Recommend Best Qualified. The principal or other duly authorized administrator will estimate personnel needs for the program. He/she will recommend the best qualified candidates from those available based on the applicants' education, experience and ability.

8.1.4 Assessment of Coaches. Coaches will be assessed on an annual basis.

Section 8.2 Summer School

8.2.1 Order of Criteria. Summer school appointments will be made according to the following order of criteria:

- A. First preference to Teachers of the Kenmore system who taught during the immediately preceding summer session or who were given credit for such teaching, ranked in order of summer school service in the subject area.
- B. Second preference to Teachers of the Kenmore system with previous summer school service in the subject area, ranked in order of that service. Where identical summer service exists, length of Kenmore service will govern.
- C. Third preference to Teachers with no summer school service ranked in order of Kenmore experience.
- D. Fourth preference to other Teachers.

8.2.2 Criteria List. The Administrator(s) responsible for the summer school program will meet with the designated representative(s) of the Association annually on or before May 15 to review and publish a list based on the criteria of paragraph 8.2.1 of this Agreement.

8.2.3 Leaves of Absence, Status Report. Teachers otherwise eligible for summer school may apply for a leave of absence prior to May 15. The Administrator(s) and Association representative(s) referred to in paragraph 8.2.2 of this Agreement will process these and situations occurring after May 15, such as illness or cancellation of classes due to insufficient enrollment. Every attempt will be made to inform applicants for summer positions of their status by June 1, to enable them to make other plans, if necessary.

ARTICLE 9. SALARY SCHEDULES

Section 9.1 General

9.1.1 Incorporation. The salary schedules located on pages A-1.1 through A-4.3 and attached hereto are hereby made a part of this Agreement.

9.1.2 Pay Schedule. Teachers shall receive their annual salary in twenty-two (22) checks. The first pay-date will be scheduled no later than the second Friday of the school year.

Section 9.2 Increments

9.2.1 Career Increment. All prior Kenmore service under the KTA Agreement will be credited in determining eligibility for career increments. Prior service other than Kenmore service will not be credited. It is the responsibility of the Teacher to notify the District of such prior service. Payment of the career increment will begin after the Teacher notifies the District and is eligible for the increment. Teachers hired after July 1, 1997 shall not be eligible for career increments based on prior service.

9.2.2 Present Teacher Placement. Present Teachers will be placed on the salary schedule in effect during the term of this Agreement in the following manner:

- A. If the Teacher's total creditable service was a whole number and the Teacher's salary was on step according to the schedule in effect, an adjustment will be made to the next higher step on the schedule for the following year. To this will be added any adjustment necessary for career increments. In no case, however, may the new salary exceed the maximum listed for the educational qualification held and total approved experience granted. Subsequent adjustments for service or longevity increments will be made at the beginning of the school year.
- B. A Teacher must work the equivalent of one semester during the school year to receive credit for the year on the salary schedule. No credit shall be given for less than one semester and any days less than one semester will be dropped at the end of the school year.

9.2.3 New Probationer's Placement. Teachers accepting new probationary appointments will be placed on the salary schedule in effect during the term of this Agreement in the following manner:

- A. The salary column will be determined according to approved educational qualifications.
- B. The first step in the proper column will be the beginning salary if there has been no approved prior teaching experience.

- C. If there has been relevant experience approved by the Superintendent/designee, credit may be granted for none, some or all of that service at the rate of one step per year of service. Placement on the appropriate step will be done in the manner prescribed in paragraph 9.2.2 of this Agreement.
- D. Prior Kenmore service must be granted on a one-for-one basis up to five years of service.

9.2.4 Part-Time Teachers. Salaries for Teachers in regularly scheduled positions but with less than a full teaching load shall be computed in the same manner as in paragraph 9.2.2, with the appropriate percentage factor applied.

Section 9.3 Salary Credit for Graduate Study

9.3.1 When Made. Additional increases in salary shall be allowed for graduate study and advanced degrees as indicated on the schedule. All changes of salary for graduate work shall be made effective at the beginning of each semester. Teachers hired on or after 7/1/90 will be placed on the New Salary Schedule 01. Movement on Schedule 01 resulting from graduate study will be made effective at the beginning of the school year. Movement on Schedule 01 resulting from completion of the Masters Degree shall be made effective at the beginning of each semester of each school year. An official transcript showing degree conferred or will be conferred must be submitted to the Personnel Office before each effective date in order for movement to the MS Column to occur.

Teachers hired prior to 7/1/90 are placed on Salary Schedule 02 in the appropriate column. Teachers obtaining MS+30 prior to July 1, 1993 will be placed on the Career Column of Schedule 02. Teachers placed on Schedule 02 may move only to the MS Column of the Salary Schedule resulting from an approved advanced degree. No other horizontal movement shall occur on Schedule 02.

9.3.2 Limits. Teachers should use discretion to avoid carrying an excessive amount of outside work.

9.3.3 Transcripts. It is the responsibility of the Teacher to see that the university or college sends to the Personnel Office an official transcript of all graduate work which is to be approved. Transcripts should be presented for evaluation as soon as possible.

9.3.4 Approval. It may be advisable to have graduate courses approved in advance through the Superintendent/designee. Effective September 1, 1990: to be accepted for salary credit, a graduate or in-service course must be approved by the Superintendent/designee in advance of the Teacher's enrollment in the course. The foregoing requirement does not apply to an in-service course offered by the District or by the Staff Development Center. If a Teacher is unable to enroll in an approved course because the course has been filled or because it is no longer offered, the Teacher should immediately reapply for expedited approval of a replacement course. Prior approval is not necessary if the Teacher is matriculated in a Masters Degree program.

9.3.5 Career Improvement Option 1. Teachers may opt for Career Improvement Option 1 by initiating a process of in-service which will be defined as follows:

- A. Clock hours of in-service offered by the Kenmore Staff Development Center or the District;
- B. A combination of Staff Development Center in-service and District in-service;
- C. Completion of a 3 hour graduate course approved under Section 9.3.4 of this Agreement;
- D. Alternate programs as approved by the Staff Development Policy Board. The minimum number of in-service hours which must be completed to be eligible for the Career Credit Stipend are as follows:
20 Hours \$2,000
- E. An Administrator may recommend a particular course to a particular Teacher. Non-tenured Teachers hired after June 1, 2000 may have up to 10 hours of staff development prescribed by the District on an annual basis.
- F. Tuition for Career Improvement Option 1 will be \$10 per hour for the first 20 hours. No tuition will be charged for hours beyond 20.
- G. Part-time Teachers who are employed for at least 90 days and who complete their proportional Career Credit requirement under the terms of this Agreement, will receive a prorated stipend according to their F.T.E.

H. **Term Substitute Teachers** who are employed for at least 90 days and who complete the full Career Credit requirements under the terms of this Agreement, will receive a prorated stipend based on the duration of appointment.

Should the Term Substitute also qualify for the Career Credit Stipend under the Agreement between the District and the Per Diem Substitutes, such Substitute Teacher will receive only one stipend which shall be the greater of the two.

Teachers will be paid this stipend not later than June 30th of the year in which the program is completed. The Career Stipend entitlement must be renewed annually. The Career Stipend will be considered by the District as Part of the career Teacher's annual salary as reported to the New York State Teachers' Retirement System.

9.3.6 Career Improvement Option 2. Career Improvement Option 2 is available in the amount of \$125,000 for each year of the Agreement. A Teacher who is probationary or tenured may opt for Career Improvement Option 2 by filing with the office of the Superintendent/designee, on the date established by the committee, a written statement that he/she intends to qualify for this option during the following school year by agreeing to add up to five additional days of professional improvement/renewal service to the Teacher's work for the District during the following school year. The program of professional improvement/renewal and the days to be utilized therefor shall be specified by the committee. The Teacher shall be compensated for the additional days of such service at the per diem rate of \$200. A Teacher may select Career Improvement Option 2 in addition to Career Improvement Option 1.

If a Teacher elects both options, the provision of Career Improvement Option 2 do not become effective until the requirements of Career Improvement Option 1 have been met. A joint committee will be established to approve activities which will qualify as professional improvement/renewal service. The Superintendent and the President of the Association will appoint an equal number of members to the committee. Up to \$50,000 may be designated for Curriculum-level activity.

9.3.7 National Board for Professional Teaching Standards Certification. The District and the KTA encourage Teachers to voluntarily undertake the assessment process to become National Board-certified Teachers. The District will assist and support the efforts of National Board certification candidates through loaned materials and equipment such as video cameras, editing equipment and computers.

A Teacher who acquires National Board Certification shall be placed on his/her corresponding step on the career column of the Salary schedule.

Section 9.4 Summer Classroom Teacher

- 9.4.1 Actual Rates.** According to the attached Schedule.
- 9.4.2 Camp Personnel.** Day Camp and Sports Camp personnel will be paid on the same basis as elementary summer school Teachers.

Section 9.5 Term Substitutes

9.5.1 Over 39 Days. Instructional personnel employed to replace a Teacher who is absent for more than 39 consecutive school days will be classified as "Term Substitutes." The rate of pay for Term Substitutes will be calculated on the same basis as new appointees on Salary Schedule 01, except that career increments will not apply and the salary for a Term Substitute will not exceed the tenth step in the appropriate column unless the Term Substitute has been recalled from the eligibility list (Section 7.3).

9.5.2 Sick Leave Carryover. Should a Term Substitute be employed consecutively from the end of one school year into a second school year, sick leave credit for the first year will be accumulated and carried over to the subsequent year on the basis of one day per complete month of employment in the assignment reduced by any sick leave days actually used.

9.5.3 Appointment Applications. Term Substitutes who are interested in applying for subsequent appointments shall file a written request with the Superintendent/designee. Such request shall state the position, grade level, or subject area to which the Teacher desires to be assigned. The Personnel Director shall maintain records of such requests and will acknowledge receipt on an individual basis. All such requests on file will be closed out annually.

9.5.4 Vacancy. Should a probationary vacancy effective January 1, 2001 occur in the District, the most senior Term Substitute may be recommended to the Board of Education for a probationary appointment. Such assignment will occur only if the Assistant Superintendent for Personnel, Building Principal(s) and the Teacher Mentor recommend the Term Substitute for such appointment.

Section 9.6 Extra-Curricular

- 9.6.1 Concepts.** The following concepts are approved:
Acceptance by a Teacher of an extra- curricular activity is voluntary.
Pay for such activity starts only after the normal school day is completed.

Remuneration will be received for every fifteen (15) minutes of work beyond the normal school day based on the appropriate hourly rate.

9.6.2 Musical Competitions.

Extra Duty Compensation - Musical Competitions:

By mutual agreement of the parties, music Teachers who are directed by the School District to be responsible for performances or competitions sponsored or participating by the District involving students from more than one school within the District will be compensated at the current co-curricular rate (ref. Salary Schedule 04 Group A Clubs, Intramurals) Where there is no compensation because the performance or competition is sponsored by an outside organization, participation by the Teacher will be voluntary. Participation in the following Music festival activities will be compensated:

Level	2000-01	2001-02	2002-03
<i>Grades 4-6:</i>			
County Music Festival	\$223	\$230	\$238
Spring NYSSMA Solo Adjudication Weekend	95	99	102
<i>Grades 7-9:</i>			
Area All-State Festival	\$189	\$196	\$203
County Music Festival	223	230	238
Spring NYSSMA Solo Adjudication Weekend	95	99	102
<i>Grades 10-12:</i>			
Area All-State Festival	\$189	\$196	\$203
County Music Festival	223	230	238
Spring NYSSMA Solo Adjudication Weekend	95	99	102

ARTICLE 10. LEAVES OF ABSENCE

Section 10.1 Annual Cumulative Short Term Leaves of Absence for Personal Illness or Physical Disability

10.1.1 Full and Part-Time Teachers. All full-time Teachers shall be allowed at least ten (10) work days leave with pay annually in the event of personal illness or personal physical disability. In the event the contract with a full-time Teacher is for more than a ten (10) month employment, that Teacher shall receive one additional such leave day for each additional month of employment. If a Teacher's allotment causes the Teacher to exceed the maximum permitted by paragraph 10.1.4 of this Agreement, the excess days will be contributed to the sick leave bank established by Section 10.10 of this

Agreement and the Teacher in question shall thereupon become eligible to participate in the bank. Regularly scheduled Teachers who work a part-time schedule (50% or more) will accumulate unused sick leave on a pro rata basis, i.e. a Teacher on a 60% schedule with ten (10) unused days at 60% will carry over 6 full days into the succeeding year. Term Substitutes will receive sick leave credit in accordance with the provisions stated in paragraph 9.6.2 of this Agreement.

10.1.2 Credit as of the Beginning of the School Year. Days of leave for personal illness or physical disability shall be credited to each full-time Teacher as of the beginning of the school year, or upon employment, whichever ever is later.

10.1.3 Accumulation. Unused days of leave for personal illness or physical disability of each Teacher shall accumulate from year to year.

10.1.4 Notice of Accumulation. Each Teacher shall be notified at least once per year of the number of days of leave credit he has accumulated under this regulation.

10.1.5 Professional Opinions. The Superintendent of Schools shall have the right to obtain professional opinion as to the physical or mental condition of the Teacher as he/she deems necessary for the protection of pupils and the welfare of the Teacher.

10.1.6 Teacher's Copy of Form. The Teacher will receive a completed copy of the sick leave application form.

Section 10.2 Annual Non-Cumulative Short Term Leaves of Absence

10.2.1 Personal Reasons. Short term leave of absence with pay shall be allowed Teachers for the personal reasons and under the restrictions listed below and shall not be charged against a Teacher's personal illness leave allowance. The Teacher will receive a copy of the completed leave application form.

10.2.2 Birth. All Teachers shall be allowed two (2) days leave with pay to attend to the birth of their child.

10.2.3 Adoption. Teachers shall be allowed up to five (5) days to attend to the adoption of their child. In the event of an international adoption,

Teachers shall be allowed up to ten (10) days to attend to the adoption of their child. The additional five days shall be deducted from the Teacher's personal sick days.

10.2.4 Family Illness. All regularly scheduled Teachers shall be allowed a maximum of two (2) days leave with pay annually when illness in the Teacher's immediate family regardless of residence (or illness of any person residing with the Teacher) requires the Teacher's personal attention. If such a day is not used, it will be credited to the Teacher's accumulated sick leave at the beginning of the next school year.

10.2.5 Funeral - Immediate Family. All regularly scheduled Teachers shall be allowed a maximum of four (4) days leave with pay to arrange for and attend a funeral of a spouse, child, ancestor, father-in-law, mother-in-law, brother, sister, person residing with the Teacher or other person who has served in a parental relationship to the Teacher.

10.2.6 Funeral - Other Relative. All regularly scheduled Teachers shall be allowed leave with pay not to exceed one (1) day – two (2) days if the funeral is held more than seventy-five miles from Kenmore – to attend the funeral of an uncle or aunt or a child thereof, a brother-in-law, sister-in-law, grandparent-in-law, niece or nephew.

10.2.7 Commencement Exercises. All regularly scheduled Teachers shall be allowed one (1) day leave with pay to attend a commencement exercise at which a degree is to be bestowed on self, spouse or child.

10.2.8 Religious Holidays. All regularly scheduled Teachers shall be allowed an annual maximum of three (3) days leave with pay for the observance of major religious holidays if the holiday falls on a school district work day.

10.2.9 Personal Obligations or Emergencies. All regularly scheduled Teachers shall be allowed a maximum of three (3) days each year of personal leave with pay for his/her personal obligations or emergencies. This day may not be used immediately preceding or following a school holiday or vacation except in emergencies. Tenure Teachers may use the phrase "Personal Leave" on the absence form. All non-tenure Teachers shall include a statement on the form explaining the reason for the use of this leave. The signed form, in either event, must be provided within five (5) days of use

Each regularly scheduled Teacher shall be credited with two days per year of personal leave with pay which the Teacher may use for personal obligations or emergencies. If such days are not used, one day shall be accumulated for use during the year after the year it was credited and if not used in

that year, it will be credited to the Teacher's accumulated personal sick leave at the beginning of the next school year.

10.2.10 Court. All regularly scheduled Teachers shall be granted leave with pay for jury service or for attendance at a trial or administrative hearing when required by subpoena or court order or for attendance at a legal proceeding arising out of the Teacher's lawful performance of duties within the scope of his/her employment; provided, however, that such leave with pay will not be available when the Teacher or the Association is a party in a proceeding (other than a hearing before an arbitrator) brought against the District. Any remuneration received for such attendance shall be deducted from the daily pay due the employee because of his/her leave.

10.2.11 Professional Day Leave. All regularly scheduled Teachers will be eligible for a maximum of two professional leave days per year. The following provisions must be met in order to qualify for this day:

- A. Activities must take place before or after Teachers' contractual hours, during the summer or during times not otherwise compensated.
- B. Participation in these activities must have prior authorization by an administrator.
- C. Documentation must be provided which substantiates service in approved activities for a **minimum of 12 clock hours**. Upon such documentation, a Teacher may choose to apply for a professional day leave.
- D. Upon completion of an additional 15 hours of approved activities, with documentation, a second professional day will be earned.
- E. The professional day may not be used immediately preceding or following the winter and spring recess.
- F. Professional leave days must be taken within the school year earned or the following school year of the completion of the service hours. Only two professional leave days per school year may be taken. If the professional days are earned but not used, these days will be accumulated to sick leave.
- G. The following activities are **examples** of the service which may be provided under this option: School Planning Teams and Design Teams; District Computer Committee; Poetry Anthology Committee; Retreats; Authorized production work in schools (i.e. SPT Handbook, School

of Excellence Application); Authorized student club/enrichment activities; Authorized curriculum committees/enrichment activities; Peer Coaching Support Group Meetings; Monitoring; Screening and Interviewing Committees; Policy Boards; Authorized presentations made by Teachers after hours/not otherwise compensated; Authorized Standardized Test correction; Extended hours discipline/supervision of students.

This list is not all-inclusive. Items may be added or deleted upon mutual agreement of the District and the KTA.

- H. The necessary forms for documentation and approval are found in the Appendix.

Section 10.3 Education Conference Leave

10.3.1 Number of Days. A maximum of three (3) days leave may be granted by the Board upon the recommendation of the Superintendent of Schools to allow a full-time Teacher to attend a conference or meeting concerned with the area of his/her school district employment.

10.3.2 Paid or Unpaid. Upon the recommendation of the Superintendent of Schools, the Board may grant the leave with pay; otherwise the leave is without pay.

10.3.3 Expenses for Conferences. Upon the recommendation of the Superintendent of Schools, the Board may approve the payment by the School District of part or all of the reasonable travel and living expenses of the Teacher attending an approved conference or meeting.

10.3.4 Priority for Conferences. When several full-time Teachers apply for leave to attend the same conference or meeting, priority shall be given in the following order:

- A. Officers, directors, committee chairman of the sponsoring organization or otherwise active participants in that organization, conference or meeting.
- B. In the case of annual conference or meeting, applicants who did not attend the previous conference or meeting.

10.3.5 Limits on Conferences. Teachers may be limited to one (1) such leave during any one (1) school year, except for elected delegates to the

NYSUT Representative Assembly and New York State Teachers Retirement System.

Section 10.4 Child Care Leave

10.4.1 Eligibility. All probationary and tenured Teachers in the District will be eligible for a leave of absence in connection with the care of the Teacher's dependent child under the conditions in this Section 10.4.

10.4.2 Application and Commencement. The leave shall begin on a date designated by the Teacher. In determining the starting date, the Teacher will take into consideration any reasonable requests from the District and such leave shall begin no later than one year after the date of birth or adoption. Application for the leave shall be filed at least thirty (30) days prior to the estimated initial date of leave unless circumstances are such that the Teacher is unable to give reasonable advance notice.

10.4.3 Unpaid Duration The leave of absence shall be without pay or other monetary benefits for a maximum of four (4) full semesters next following the semester in which the leave of absence begins. The number of semesters will be indicated by the Teacher on the application for leave. If the Teacher does not indicate the maximum leave, the Teacher may extend the leave up to a total of four semesters. Such extension will be permitted once and must be for full semesters. This leave shall not be counted for the purpose of salary increments, seniority in the tenure area of the position, or probationary service.

10.4.4 Return. Requests to resume active employment prior to the expiration of the leave will be granted by the Superintendent/designee to the first available position in the Teacher's area of certification. The Teacher will, in any case, reconfirm an intention to return to duty following the expiration of the leave by written communication on or before April 1st preceding a first semester return date or on or before December 1 preceding a second semester return date.

10.4.5 Additional Leave. If a Teacher on Family Care Leave becomes eligible for an additional such leave prior to the expiration of the first leave, the Teacher will qualify by submitting a properly executed leave application under the conditions specified above.

10.4.6 Unexpected Termination In the event that the dependent child dies or the adoption proceedings are terminated, the Teacher is entitled to

return to the first available position in the area of certification or at the beginning of the next semester, whichever comes sooner.

Section 10.5 Military Leave

10.5.1 Conditions. All full-time Teachers shall be granted leave of absence if ordered to perform reserve military training duty for the State or the United States. Unless otherwise mandated by statute, said leave will be without pay, will not be deducted from leave accumulations, nor be credited as school district service. If such leave is for involuntary active duty, such leave, unless mandated by statute, shall be without pay, will not be deducted from leave accumulations, nor be credited as school district service and reinstatement shall be only as permitted by statute.

Section 10.6 Sabbatical Leave

10.6.1 Eligibility. All full-time certified Teachers with at least seven (7) years of school district service and who hold a master's degree, at the discretion of the Board, may be granted sabbatical leave.

10.6.2 Conditions. All sabbatical leave shall be subject to the following:

- A. All applications for such leave shall be filed with the Superintendent of Schools by April 10 preceding the school year in which leave is desired.
- B. The applicant must agree to and continue his/her present school district service for two (2) calendar years immediately after the expiration of his/her sabbatical leave or to repay the school district one-quarter (1/4) of his/her leave pay for each semester of the above two (2) calendar years he/she does not serve.
- C. The Board may revoke the leave in the event the projected program is not being followed.
- D. Sabbatical leave may be for one (1) or two (2) semesters. The two (2) semester leave (ten months) shall be with pay not to exceed one-half (1/2) of the applicant's annual salary for that period. The one (1) semester leave (five months) shall be with pay not to exceed one-quarter (1/4) his/her annual salary. A Teacher on sabbatical leave shall continue to participate in the school district insurance program. In any event, the actual leave salary shall be determined by the Board.

- E. The duration of sabbatical leave shall not count in computing service increments, but graduate hours earned as part of the sabbatical program shall be credited in computing educational increments.
- F. The Board or the Superintendent of Schools may establish additional conditions for individual sabbatical leaves.

Section 10.7 Exceptional Leaves

10.7.1 Personal. Upon recommendation of the Superintendent of Schools, the Board may grant an extension of any of the leaves of absence defined above or an exceptional leave, not to exceed one (1) year, to a Teacher who desires leave for a personal activity which will be beneficial to the school district educational program, or for a personal need not heretofore provided for by the aforementioned short term and long term leaves. The Board shall define the terms of such extensions or leaves.

10.7.2 Leaves Without Pay. Full year leaves without pay will be granted to Teachers under the following conditions:

- A. The leave must be for a full (July-June) academic year, with no extensions permitted.
- B. Applicants must have seven or more years of continuous service in the Kenmore system and must apply by April 1st preceding the school year in which leave is desired. Subsequent leaves will be granted at seven year intervals. Applicants must inform the District in writing of intent to return on or before April 1st of the fiscal year in which the leave is scheduled.
- C. The duration of the leave shall not count in computing service increments or for computing service in the tenure area.
- D. The Teacher, upon return from leave, will be entitled to a position in the school district commensurate with certification and tenure status according to Section 6.1.4 of this Agreement.
- E. Under the conditions stated, Teachers may elect this type of leave except that the District retains the option of refusing leave to Teachers in excess of two from one area of certification. Applicants to be chosen in order of application.

Section 10.8 Family and Medical Leave Act

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for taking leave. Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance notice and medical certification. The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provide greater family or medical leave rights.

Note: FMLA Leave and Benefits are provided concurrent with any paid sick, personal, or extended leave for which an employee may be eligible.

Section 10.9 Occupational Injury Leave

10.9.1 Conditions. A Teacher's absence from duty caused by an occupational injury to the Teacher, occurring in the course of the Teacher's employment, as defined in the New York State Workers Compensation Act, shall be with pay and shall not be charged against the Teacher's personal illness leave allowance defined above during the occupational injury benefit period, **provided** that the Teacher shall pay to the Board the benefits received under the New York State Workers Compensation Act for the loss of salary during said period. The occupational injury benefit period shall be up to (a) the number of work days equal to one-half (1/2) the Teacher's accumulated personal illness leave days, or (b) thirty (30) work days, whichever is the greater. If such absence extends beyond the occupational injury benefit period, the Teacher's personal illness leave benefit shall be applied to such extended absence.

Section 10.10 Sick Leave Bank

10.10.1 Eligibility. Regularly scheduled full-time Teachers will be eligible to participate in the Sick Leave Bank upon receiving tenure.

10.10.2 Administration. The Bank will be administered by an appointee of the Superintendent under the following regulations:

- A. Each non-tenured Teacher will contribute one personal sick day per year until such time as their tenure appointment becomes effective.
- B. The minimum accumulation of days in the Bank is 1000. Should the Sick Leave Bank fall below 1000 days, Unit members will be assessed 1 sick day to bring the Bank above the stated minimum level.
- C. A member of the Bank may apply for up to seventy-five (75) days of leave. The first twenty-five (25) days will be paid at a rate of one hundred percent (100%) of the member's current daily rate of pay. Should the disability or illness continue, a final extension of fifty (50) days may be granted at seventy-five percent (75%) of the member's current daily rate of pay for the next twenty-five (25) days and fifty percent (50%) of the member's current daily rate of pay for the last twenty-five (25) days.
- D. A disabling injury or illness is one which results in a continuous absence under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted with the application.

ARTICLE 11. GRIEVANCE PROCEDURE

Section 11.1 General Rules

11.1.1 Purpose. The purpose of this Article is to secure, at the lowest administrative level, equitable determinations to grievances. Procedures will be kept as informal as may be appropriate.

11.1.2 Administrator Responsibility and Grievance Files. It shall be a fundamental responsibility of administrators to make prompt determinations of grievances in accordance with this Article. All grievance documents shall be filed separately from the personnel files of Teachers.

11.1.3 Grievance Definition. "Grievance" shall mean a complaint by a Teacher or Teachers in the negotiating unit, or by the Association, concerning an alleged breach, misinterpretation or misapplication of any term of this Agreement, or an administrative act affecting general working conditions. "Grievance" shall not mean any matter as to which a method of

review is mandated by law (except as otherwise provided in Section 4.7 of this Agreement), or by any rule or regulation having the force and effect of law, or as to which the Board is not empowered to act, or regarding the dismissal of a non-tenure Teacher.

11.1.4 Forms. Forms for filing grievances and complaints will be jointly prepared and shall be distributed to facilitate the operation of the grievance procedure.

11.1.5 Records Availability. Material and relevant records concerning a grievance will be made available as soon as reasonably possible, upon request.

11.1.6 Exhaustion of Procedure. As to any grievance concerning an alleged breach, misinterpretation or misapplication of any term of this Agreement, this procedure shall first be exhausted by the grievant, or a party, before recourse to any other procedure or remedy in another forum.

Section 11.2 Time to Process

11.2.1 Expedition, Student Involvement. The investigation and processing of grievances shall be conducted at mutually agreeable times so that classroom activities are not interrupted. Every effort will be made to avoid involvement of students in any phase of the grievance procedure except with respect to arbitrations held pursuant to Section 4.7 of this Agreement. It is intended that grievances should be processed as rapidly as possible; therefore, every effort should be made by all parties to expedite the process and to do those acts necessary within the time period provided herein.

11.2.2 Measuring Time. The time within which an appeal may be taken to the next step shall be measured from the date of receipt of the grievance answer, subject to extension by mutual agreement. The time within which an answer to a grievance is due shall be measured from the date of receipt of the grievance, subject to extension by mutual agreement.

11.2.3 Failure to Answer or Appeal. If an appeal from an answer or decision to a grievance is not taken to the next step of this procedure, within the time permitted, the grievance will be deemed adjusted in accordance with the answer rendered and further appeal shall be barred. If the party called upon to answer the grievance does not present its answer within the time limit provided, the other party may then advance the grievance to the next step.

11.2.4 After June 1st, Expedition. If a grievance is filed on or after

June 1, the grievance will be expedited so that procedure may be exhausted prior to the end of that school year, or as soon thereafter as feasible, if the grievant or party would otherwise suffer irreparable injury or harm.

11.2.5 Where to File When School Not in Session. If the school system is not in session, a grievance, appeal, written instrument or response required by this Article 11 shall be filed with the Director of Personnel.

Section 11.3 Adjustment With or Without Representation

11.3.1 Informal Adjustment. Nothing contained herein will be construed as limiting the right of any Teacher having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Association, provided:

- A. The adjustment is not inconsistent with the terms of this Agreement; and
- B. Provided further, that said adjustment shall not constitute a precedent binding on either party to the Agreement in future proceedings.

11.3.2 Limits on Representation. Any grievant or party to this Agreement may be represented at all levels of this procedure, provided that a grievant may not be represented by an officer, agent or other representative of any Teacher organization other than the Association or an affiliate thereof.

Section 11.4 Steps.

11.4.1 Informal Step. Prior to the formal filing of any grievance, a Teacher has the right and obligation to discuss any complaint that he/she has been adversely affected by a change in any terms or conditions of employment with his/her immediate supervisor or principal directly, or, if the Teacher wishes, through the Association's Building Representative. The Teacher may also be present during the discussion of the complaint with the Building Representative. If the matter is not informally resolved, the Teacher will present a written complaint on the form provided to the principal or immediate supervisor, who will answer the complaint, in writing, within the next ten (10) school days. The written complaint must be filed within thirty (30) days after the Teacher had actual knowledge of or should reasonably have known of the event or administrative grievance procedure shall be barred.

11.4.2 Step 1: If the complaint is not resolved at the Informal Step, it will next be presented to the Association's Grievance Committee, by the Teacher or Building Representative. If the Grievance Committee approves the further processing of the complaint as a "grievance", as defined in this Agreement, the Grievance Committee Chair will present a formal written grievance to the Director of Personnel within twenty-five (25) school days after the Informal Step written answer is received. The Director of Personnel/designee will answer the grievance, in writing, within fifteen (15) school days after it is presented.

11.4.3 Step 2: If the grievance is not resolved at Step 1, the Association will next file a written appeal to the Superintendent within not more than ten (10) school days after receipt of the Step 1 answer. Within fifteen (15) school days thereafter, the Superintendent/designee will render an answer to the grievance after he/she has conferred with representatives of the Association including the President/designee and the Grievance Committee Chair.

Section 11.5 Arbitration

11.5.1 Time Limit. No grievance shall proceed to arbitration unless Notice of Intent to Arbitrate has been filed within fifteen (15) school days after receipt of the Step 2 answer unless that time is extended in writing by mutual agreement.

11.5.2 Final vs. Advisory. A grievance which alleges a breach, misinterpretation or misapplication of an express term of this Agreement is subject to final and binding arbitration. Other grievances, as defined herein, are subject to advisory arbitration.

11.5.3 Selection and Procedures. Arbitrator selection and arbitration procedures shall be conducted under the procedural rules of the American Arbitration Association provided that the American Arbitration Association shall furnish to each party a list of arbitrators consisting of at least twenty (20) names.

11.5.4 Board Hearing. Prior to the arbitration hearing, at the request of either party, a hearing before the Board of Education may be held to resolve the dispute. This paragraph does not apply to arbitration hearings conducted pursuant to Section 4.7 of this Agreement.

11.5.5 Arbitrator's Power. An arbitrator shall have no power or authority to require either the Association or the District to perform any act

not expressly required, or any act not expressly prohibited, by this Agreement. An arbitrator shall have no power or authority to alter, add to, subtract from or modify any provision of this Agreement.

11.5.6 Fee and Expenses. An arbitrator's fee and expenses, if any, shall be shared equally by the Association and the District, except as provided by Section 4.7.

ARTICLE 12. INSURANCE

Section 12.1 Health Insurance

12.1.1 Coverage. Blue Cross/Blue Shield Hospital Insurance (\$250 Deductible) and Blue Cross/Blue Shield Select Medical Surgical Plan, unlimited Major Medical Rider with \$250 Deductible and The Prescription Drug Program (\$1/\$5 co-pay with contraceptives and mail order) and the following riders for all full-time Teachers:

<i>Rider</i>	<i>Description</i>
08	Dependents to Age 23
41	Alcohol and Substance Abuse
45	Cosmetic Surgery
46	Pre-Care (Pre-Admission Review and Approval of Hospital Inpatient care)
47	Waiver of Waiting
48	Out of Area Hospital

12.1.2 Independent Health Plan. Encompass Contract B (Silver Plan), \$10.00 office visit co-pay, \$3.00 prescription co-pay without contraceptives, and coverage for full time students to age 25.

12.1.3 Univera Health Care. \$10.00 office visit co-pay, \$5.00 prescription co-pay with contraceptives, and coverage for full-time students to age 25.

12.1.4 Community Blue II. \$10.00 office visit co-pay, \$3.00 prescription co-pay with contraceptives and coverage for full time students to age 25.

12.1.5 District Contribution. For each Teacher enrolled in the health insurance plan described in paragraphs 12.1.1–12.1.4 of this Agreement, the District will pay the percent of the premium shown below:

- A. 94% of the premium cost of 12.1.1 for an eligible Teacher who is

enrolled in a singles or couples plan (i.e. two single plans).

- B. 92% of the premium cost of 12.1.1 for an eligible Teacher who is enrolled in a family plan.
- C. The District shall reimburse each employee the \$250 In-Hospital Deductible upon submission of proof of payment.
- D. The District shall provide a one-time payment of \$1,000.00 for a Teacher who changes their health insurance plan from Blue Cross/Blue Shield to an HMO offered by the District.

12.1.6 Additional Riders. Additional riders to the stated coverage and participation by Teachers on Leave of Absence will be permitted if the participating Teachers agree to be responsible for premium cost. Regularly scheduled part-time employees will be given the opportunity to participate in the Blue Cross/Blue Shield insurance plan at their prorated expense on condition that they be billed by the District and pay the required premium to the District business office in advance of the applicable billing date. It should be noted that this option will not be made available to part-time employees who work on a substitute or seasonal basis.

12.1.7 Cash Option.

- A. A Teacher who voluntarily cancels his/her health insurance with the District shall receive payment of \$2,600.00. If a Teacher and their spouse are both employees of the District, the rebate amount shall be \$2,000.00. Such payment shall continue until the Teacher requests reinstatement of District coverage, in writing, to the Personnel Office. There is no obligation on the part of the District to provide health insurance coverage under the terms of this Agreement if the employee voluntarily cancels per terms of this section. If conditions necessitate the Teacher obtaining District coverage, the District will provide it upon written notification by the Teacher with the assurance that waiting periods are waived assuming regulations in effect at the time of reinstatement so permit.
- B. If a Teacher and spouse who is an employee of the District are both eligible to be covered by either one family plan or two single plans, the Teacher shall receive \$2,000.00
- C. Teachers may receive a one-time payment of \$1,000.00 to switch health insurance coverage from traditional Blue Cross/Blue Shield to another plan offered by the District.
- D. A committee will be established to investigate health insurance

coverage. The goal of the committee is to maintain the level of coverage and to reduce the cost to the District and the Teacher.

12.1.8 Leave of Absence or P.E.L. Teachers on long term leave of absence without pay or on the preferred eligibility list may continue to participate in the District's insurance plans by paying for the premiums at the beginning of each monthly or quarterly period of coverage.

Section 12.2 Association Insurance Fund

12.2.1 Establishment. The Kenmore Teachers Association will establish an Insurance Fund which will be used to purchase group insurance (e.g. medical, dental, optical, etc.) which shall be made available to all persons in the negotiated unit covered by this Agreement. The District agrees to contribute to the Kenmore Teachers Welfare Trust Fund \$1,175.00 per full-time Teacher in 2000-01 and \$1,200.00 per full-time Teacher in 2001-02. Prorated contributions will also be made for part-time Teachers (measured in the manner provided in paragraph 5.2.10 of this Agreement). Such payment to the Welfare Trust will be made by July 1 and December 31 of each fiscal year. Each payment shall be approximately 50% of the estimated cost for the fiscal year.

Any changes in staffing levels after July 1st of each year shall be adjusted on July 1st of the following year.

The Association President/designee may designate up to 5 days at full pay for the use of authorized representatives of the Association to conduct business of The Kenmore Teachers Welfare Trust. The District will be informed in advance of the use of such days and the name of the representative.

The District will be provided a copy of the Welfare Trust financial statement, independent audit report and a copy of the 5500 form. This information will be sent to the director of Personnel.

12.2.2 Flexible Spending Plan. Section 125 of the Internal Revenue Code allows employees to elect to have withholdings from their paycheck paid into "spending accounts." Employers can then release amounts from each employee's account to provide a specified type of benefit such as medical or dependent care. Amounts set aside into these accounts are tax-free to the employee both when withheld from the employee's paycheck and when paid to the employee as a reimbursement with regard to expenses incurred for qualified benefits.

The following are the components of the flexible spending plan:

- A. All regularly scheduled full-time bargaining unit members shall have deposited by the District, \$150 in each unit members account on January 1 of each year. In the event both the husband and wife are

employees of the District, \$300 will be deposited in the account of the individual listed as the subscriber of the medical plan.

- B. The premium reduction account will continue to allow eligible unit members to save taxes on the portion of the medical premium paid through payroll deduction.
- C. In addition to the \$150 District contribution, each eligible unit member may make contributions to their account on a pre-tax basis. Such pre-tax dollars can be used to pay for out of pocket health expenses that are not covered under the medical plans. The maximum any eligible unit member can deposit is \$2,500.
- D. Each eligible unit member may deposit up to \$5,000 per year on a pre-tax basis to pay for qualified dependent care expenses.
- E. The District shall pay the administrative fee to the plan administrator for maintaining the spending accounts.
- F. Eligible unit members who have family coverage under the Blue Cross/Blue Shield Medical Plan can receive up to \$120 reimbursement when a second family member incurs medical charges which are applied to the \$250 Major Medical Deductible.
- G. Any funds in the spending account which are not utilized by the end of the plan year will revert to the District to offset the cost of the health plans.

Section 12.3 Part-Time Teachers

12.3.1 Insurance. Part-time Teachers shall be eligible for health insurance under section 12.1 and life insurance under section 12.3 if they meet all the other requirements of those sections. The District's contribution to the premiums for such insurances shall be in the same proportion as the Teacher's schedule is to a full time Teacher's schedule (e.g., a 2/10 Teacher shall have 2/10 of the 94% or 92% as the case may be, of the premium paid by the District).

12.3.2 Time to be Counted. In making the calculation involved in paragraph 12.4.1, a part-time Teacher's homeroom, planning, and travel time shall all be counted.

Section 12.4 Health Insurance Benefits Upon Retirement

12.4.1 Eligibility. Teachers having completed ten years of service in the District and retiring within the New York State Teachers Retirement System will be eligible for the retirement benefit provided a written notification is submitted 90 days prior to retirement.

12.4.2 Benefit. Health benefits into retirement will be based upon \$750.00 per year for each year of service prior to 1990-91; \$750.00 per year of service from 1990-91 through 1995-96 in which five or fewer personal illness days were used; and \$750.00 for each year of service beginning in 1996-97 in which three or fewer personal illness days were used. For each year of service after July 1, 2000, \$800.00 for each year of service in which three or fewer personal illness days are used will be credited.

Teachers who were on Step 20 during the 1999-2000 school year shall receive an additional \$1,000.00 in the years 2000-01, 2001-02 and 2002-03 added to their Health Insurance upon retirement benefit.

12.4.3 Payment for Health Insurance. The Teacher will have the calculated sum for the continuing payments of health benefits until depleted. In the case of death of the retiree prior to the full benefit being utilized, 50% of the remaining balance may be used by the spouse/insurable member of the immediate household for continued health benefits.

12.4.4 Partial Service. Part-time Teachers and Teachers serving less than a full year shall receive a prorated benefit based on length of service and prorated personal illness utilization.

Section 12.5 Retirement Incentive

During the 1999-2000 school year, any Teacher with 15 years or more of teaching experience with the District, who notifies the District, in writing, of their retirement and resigns effective July 1, 2000, shall receive a retirement incentive. Those Teachers who are eligible to retire without penalty on or before December 31, 2000 under the provisions of the New York State Teachers' Retirement System shall receive thirty thousand (\$30,000) dollars. Payment shall be made prior to July 1, 2000 and notification to the District must be made by May 5, 2000.

In subsequent school years a Teacher who satisfies the conditions listed below shall be eligible for a retirement incentive of thirty thousand (\$30,000) dollars to be paid prior to July 1 of the year they retire.

- A. The Teacher becomes first time eligible to retire without penalty under the provisions of the New York State Teachers' Retirement System.
- B. The Teacher has 10 years or more teaching experience with the District and is on at least the fifteenth step on the salary schedule.
- C. The Teacher shall notify the District, in writing, before April 1, of their resignation effective July 1 of that school year, and in fact, retires under the provisions of the New York State Teachers' Retirement System.
- D. Should a Teacher become first time eligible to retire without penalty between July 1 and December 31, such Teacher shall have the option to retire under this incentive as noted above. Should the Teacher choose to resign and retire under the provisions of the NYSTRS, they shall receive the thirty thousand (\$30,000) dollars retirement incentive, paid prior to July 1, provided their resignation date is July 1 of that year.

ARTICLE 13. ASSOCIATION MATTERS

13.0.1 Quality Education. The District and the Association hereby reaffirm the mutual intent of the parties as expressed in the Preamble of this Agreement to provide a quality education for the children of the District.

13.0.2 Building Meetings Upon request, the principal of each school and the Association Building Representatives shall meet at least once a month at a mutually convenient time to discuss matters of concern in the school, including the preparation of or revision to building handbooks. Matters that cannot be resolved will be subject to the grievance procedure.

13.0.3 Superintendent Meetings. Upon request, the Superintendent and members of his/her staff, and the President and other officers of the Association shall meet monthly at a mutually convenient time to discuss matters of concern in the school, including implementation of this Agreement.

13.0.4 Association Leave. The Association President/designee, may designate up to 50 days at full pay for use by authorized representatives of the Association to attend NYSUT conferences and other functions of the local and state association. The District will be informed in advance of the use of such days and of the names of the representatives in order to permit scheduling of qualified substitute Teachers. The annual meeting of the Teachers' Retirement System is not included under this provision.

13.0.5 Association President. The Association President will be released from duties as a District Teacher to the extent determined by the Association. The District agrees it has the obligation to pay the entire salary, related payroll taxes, and all fringe benefits to which the Association President is entitled, including but not limited to retirement, social security, health and life insurance payments. The Association agrees to reimburse and pay to the District a prorated amount of the District's expenses for salary, related payroll taxes, and all fringe benefits to which the Association President is entitled, including but not limited to retirement, social security, health and life insurance payments. As used in the preceding sentence, "the District's expenses" shall be measured by its expenses for the lowest paid full-time Teacher in the certification area of the Association President. The prorated amount to be reimbursed by the Association and the teaching schedule of the President will be agreed to in writing by the Association and the District prior to the beginning of the applicable school year. Any President elected during the term of this Agreement will suffer no loss in salary or benefits as the result of this arrangement upon returning to a full-time teaching assignment.

13.0.6 Staff Development Center Director. The Staff Development Center Director will be released from duties as a District Teacher to the extent determined by the Staff Development Center Governing Board. The District agrees it has the obligation to pay the entire salary, related payroll taxes, and all fringe benefits to which the Staff Development Center Director is entitled, including but not limited to retirement, social security, health and life insurance payments. The Staff Development Center Governing Board agrees to reimburse and pay to the District a prorated amount of the District's expenses for salary only of the lowest paid Teacher in the certification area of the Director. The prorated amount to be reimbursed by the Staff Development Center Governing Board and the teaching schedule of the Staff Development Center Director will be agreed to in writing by the Staff Development Center and the District prior to the beginning of the applicable school year. Any Staff Development Center Director selected during the term of this Agreement will suffer no loss in salary or benefits as the result of this arrangement upon returning to a full-time teaching assignment.

13.0.7 Welfare Trust Administrator. The Welfare Trust Administrator will be released from duties as a District Teacher to the extent agreed to by the Association and the District. The District agrees it has the obligation to pay the entire salary, related payroll taxes, and all fringe benefits to which the Welfare Trust Administrator is entitled, including but not limited to retirement, social security, health and life insurance payments. The Association agrees to reimburse and pay to the District a prorated amount of the District's expenses for salary, related payroll taxes, and all fringe benefits to which the Welfare Trust Administrator is entitled, including but not limited

to retirement, social security, health and life insurance payments. As used in the preceding sentence, "the District's expenses" shall be measured by its expenses for the lowest paid full-time Teacher in the certification area of the Welfare Trust Administrator. The prorated amount to be reimbursed by the Association and the teaching schedule of the Welfare Trust Administrator will be agreed to in writing by the Association and the District prior to the beginning of the applicable school year. Any Welfare Trust Administrator selected during the term of this Agreement will suffer no loss in salary or benefits as the result of this arrangement upon returning to a full-time teaching assignment.

13.0.8 Names to be Provided. The Association shall advise the Superintendent of Schools in writing of the names of each officer, committee member or other duly authorized representative of the Association and their successors. The Superintendent/designee will provide the Association with lists of new Teachers and their building assignments in September with certification status to be supplied when received.

13.0.9 No Strike. There shall be no strikes or work stoppages for any reason whatsoever during the term of this Agreement. The Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike or to impose an obligation to conduct, assist or participate in such a strike.

13.0.10 Copies of Agreement. Copies of this Agreement shall be reproduced at the expense of the District and presented to all Teachers now employed or hereafter employed by the District.

ARTICLE 14. GENERAL

14.0.1 Complete Agreement. This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment.

14.0.2 Change in Policy. Before the Board adopts a change in policy which affects wages, hours, or other conditions of employment of the members of the recognized unit, which is not covered by the terms of this Agreement, the Board will notify the Association in writing of the change that it is proposing. The Association shall have the right, within five (5) calendar days after receipt of such notice, to advise the Board of its desire to negotiate such proposed change. In such event, the Board shall not take final action on any such proposed change until the completion of negotiations. If action in

the public interest must be taken by the Board prior to the completion of negotiations, it will be taken at a public meeting at which the Association may present its position.

14.0.3 Rules, Etc., Consistent with Agreement. Lawful rules, regulations and administrative policies promulgated by the Board or its designated representatives shall not be inconsistent with the terms of this Agreement.

14.0.4 Contrary to Law. If any provision of this Agreement or any application of the Agreement to any Teacher or Teachers shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

14.0.5 Contracts for Educational Services. A moratorium on implementation of contracts for other educational services not theretofore contracted, including regular session driver education is hereby declared by the parties until June 30, 2003.

14.0.6 Taylor Law Statement. 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 ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

14.0.7 Duration. This Agreement shall become effective the 1st day of July, 2000 and shall continue in effect through the 30th day of June, 2003. The expiration date may be extended in writing, by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties, by their duly authorized

representatives, have signed this 1st day of July, 2000.

KENMORE-TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT

KENMORE TEACHERS ASSOCIATION

By /S/ David A. Paciencia
David A. Paciencia, Superintendent

By /S/ Donald G. Benker
Donald G. Benker, President

/S/ Ronald M. Bong
Ronald M. Bong, Chief Negotiator

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 01
2000-2001
 (Rev. 12/4/00)

Step	BS	BS + 15	MS
1	29,000	29,000	30,000
2	31,000	33,000	35,185
3	33,500	35,500	37,426
4	33,500	37,000	39,355
5	33,500	38,500	41,396
6	33,500	38,500	43,439
7	33,500	38,500	45,485
8	33,500	38,500	48,510
9	33,500	38,500	50,567
10	33,500	38,500	52,655
11	33,500	38,500	54,741
12	33,500	38,500	56,826
13	33,500	38,500	60,897
14	33,500	38,500	64,955
15	33,500	38,500	65,455
16	33,500	38,500	68,995
17	33,500	38,500	68,995
18	33,500	38,500	70,960
19	33,500	38,500	71,305
20	33,500	38,500	76,000

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 01
2001-2002

Step	BS	BS + 15	MS
1	29,000	29,000	31,000
2	31,000	33,000	35,185
3	33,500	35,500	38,426
4	33,500	37,000	40,355
5	33,500	38,500	42,396
6	33,500	38,500	44,439
7	33,500	38,500	46,485
8	33,500	38,500	49,510
9	33,500	38,500	51,567
10	33,500	38,500	53,655
11	33,500	38,500	55,741
12	33,500	38,500	57,826
13	33,500	38,500	61,897
14	33,500	38,500	65,955
15	33,500	38,500	66,455
16	33,500	38,500	69,995
17	33,500	38,500	69,995
18	33,500	38,500	71,960
19	33,500	38,500	72,305
20	33,500	71,000	77,000

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 01
2002-2003

Step	BS	BS + 15	MS
1	30,000	30,000	32,000
2	31,000	33,000	36,185
3	33,500	35,500	39,426
4	33,500	37,000	41,505
5	33,500	38,500	43,546
6	33,500	38,500	45,589
7	33,500	38,500	47,635
8	33,500	38,500	50,660
9	33,500	38,500	52,717
10	33,500	38,500	54,805
11	33,500	38,500	56,891
12	33,500	38,500	58,976
13	33,500	38,500	63,047
14	33,500	38,500	67,105
15	33,500	38,500	67,605
16	33,500	38,500	71,145
17	33,500	38,500	71,145
18	33,500	38,500	73,110
19	33,500	38,500	73,455
20	33,500	72,000	78,000

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 02
2000-2001

Step	B	B + 16	M	B + 30	B + 60	Career
1	29,000	29,000	30,000	30,000	32,000	32,000
2	31,000	33,000	35,185	34,822	36,822	37,185
3	33,500	35,500	37,426	37,195	39,195	39,426
4	35,914	37,000	39,355	38,972	40,972	41,355
5	37,955	38,500	41,396	40,938	42,938	43,396
6	40,044	41,532	43,439	43,059	45,059	45,439
7	42,046	43,572	45,485	45,104	47,104	47,485
8	43,941	46,704	48,510	48,119	50,119	50,510
9	47,060	48,619	50,567	50,177	52,177	52,567
10	49,145	50,702	52,655	52,263	54,263	54,655
11	51,230	52,790	54,741	54,352	56,352	56,741
12	51,230	52,790	56,826	56,433	58,433	58,826
13	54,803	56,572	60,897	60,490	62,490	62,897
14	58,324	60,660	64,955	64,530	66,530	66,955
15	58,824	60,660	65,455	65,030	67,030	67,455
16	62,140	64,027	68,995	68,557	70,557	70,995
17	62,140	64,027	68,995	68,557	70,557	70,995
18	64,358	65,941	70,960	70,668	72,668	72,960
19	64,358	66,260	71,305	71,010	73,010	73,305
20	68,459	70,373	76,000	75,302	77,302	78,000

B = Bachelor degree
M = Master degree

**Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 02
2001-2002**

Step	B	B + 16	M	B + 30	B + 60	Career
1	29,000	29,000	31,000	31,000	33,000	33,000
2	31,000	33,000	35,185	34,822	36,822	37,185
3	33,500	35,500	38,426	38,195	40,195	40,426
4	36,914	37,000	40,355	39,972	41,972	42,355
5	38,955	38,500	42,396	41,938	43,938	44,396
6	41,004	42,532	44,439	44,059	46,059	46,439
7	43,046	44,572	46,485	46,104	48,104	48,485
8	44,941	47,704	49,510	49,119	51,119	51,510
9	48,060	49,619	51,567	51,177	53,177	53,567
10	50,145	51,702	53,655	53,263	55,263	55,655
11	52,230	53,790	55,741	55,352	57,352	57,741
12	52,230	53,790	57,826	57,433	59,433	59,826
13	55,803	57,572	61,897	61,490	63,490	63,897
14	59,324	61,660	65,955	65,530	67,530	67,955
15	59,824	61,660	66,455	66,030	68,030	68,455
16	63,140	65,027	69,995	69,557	71,557	71,995
17	63,140	65,027	69,995	69,557	71,557	71,995
18	65,538	66,941	71,960	71,668	73,668	73,960
19	65,538	67,260	72,305	72,010	74,010	74,305
20	69,000	71,000	77,000	76,302	78,302	79,000

B = Bachelor degree
M = Master degree

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 02
2002-2003

Step	B	B + 16	M	B + 30	B + 60	Career
1	30,000	30,000	32,000	32,000	34,000	34,000
2	31,000	33,000	36,185	35,822	37,822	38,185
3	33,500	35,500	39,426	39,195	41,195	41,426
4	38,064	37,000	41,505	41,122	43,122	43,505
5	40,105	38,500	43,546	43,088	45,088	45,546
6	42,154	43,682	45,589	45,209	47,209	47,589
7	44,196	45,722	47,635	47,254	49,254	49,635
8	46,091	48,854	50,660	50,269	52,269	52,660
9	49,210	50,769	52,717	52,327	54,327	54,717
10	51,295	52,852	54,805	54,413	56,413	56,805
11	53,380	54,940	56,891	56,502	58,502	58,891
12	53,380	54,940	58,976	58,583	60,583	60,976
13	56,953	58,722	63,047	62,640	64,640	65,047
14	60,474	62,810	67,105	66,680	68,680	69,105
15	60,974	62,810	67,605	67,180	69,180	69,605
16	64,290	66,177	71,145	70,707	72,707	73,145
17	64,290	66,177	71,145	70,707	72,707	73,145
18	66,188	68,091	73,110	72,818	74,818	75,110
19	66,499	68,410	73,455	73,160	75,160	75,455
20	71,509	72,000	78,000	77,302	79,302	80,000

B = Bachelor degree
M = Master degree

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 03
Coaches
2000-2001

	Steps				
Group 1	1	2	3	4	5
Basketball (B/G), Football Swimming, Wrestling	3,913	4,161	4,447	4,697	5,218
Assistant Coach	2,747	2,989	3,272	3,522	2,978
Group 2	1	2	3	4	5
Baseball/Softball, Track (B/G) Gymnastics (B/G), Hockey, Soccer (B/G), Volleyball (B/G) Swimming (G), Tennis (B/G) Cross Country, Indoor Track, Cheerleader Advisor (H.S.)	2,953	3,177	3,429	3,651	4,104
Assistant Coach	2,096	2,314	2,561	2,783	3,230
Group 3	1	2	3	4	5
Bowling, Golf, Rifle	1,592	1,651	1,839	1,988	2,309
Assistant Coach	1,149	1,311	1,457	1,604	1,894
Modified Coach	1,149	1,311	1,457	1,604	1,894
Group 4	1	2	3	4	5
Faculty Manager	6,017	6,264	6,572	6,820	7,461

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 03
Coaches
2001-2002

	Steps				
Group 1	1	2	3	4	5
Basketball (B/G), Football Swimming, Wrestling	4,050	4,306	4,603	4,861	5,401
Assistant Coach	2,843	3,094	3,386	3,645	4,117
Group 2	1	2	3	4	5
Baseball/Softball, Track (B/G) Gymnastics (B/G), Hockey, Soccer (B/G), Volleyball (B/G) Swimming (G), Tennis (B/G) Cross Country, Indoor Track, Cheerleader Advisor (H.S.)	3,056	3,289	3,549	3,779	4,247
Assistant Coach	2,169	2,395	2,650	2,881	3,343
Group 3	1	2	3	4	5
Bowling, Golf, Rifle	1,648	1,709	1,904	2,058	2,390
Assistant Coach	1,189	1,357	1,508	1,660	1,960
Modified Coach	1,189	1,357	1,508	1,660	1,960
Group 4	1	2	3	4	5
Faculty Manager	6,228	6,483	6,802	7,058	7,722

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 03
Coaches
2002-2003

	Steps				
Group 1	1	2	3	4	5
Basketball (B/G), Football Swimming, Wrestling	4,192	4,457	4,764	5,031	5,590
Assistant Coach	2,943	3,202	3,505	3,773	4,261
Group 2	1	2	3	4	5
Baseball/Softball, Track (B/G) Gymnastics (B/G), Hockey, Soccer (B/G), Volleyball (B/G) Swimming (G), Tennis (B/G) Cross Country, Indoor Track, Cheerleader Advisor (H.S.)	3,163	3,404	3,673	3,912	4,396
Assistant Coach	2,245	2,479	2,743	2,981	3,460
Group 3	1	2	3	4	5
Bowling, Golf, Rifle	1,705	1,768	1,970	2,130	2,474
Assistant Coach	1,231	1,405	1,561	1,719	2,029
Modified Coach	1,231	1,405	1,561	1,719	2,029
Group 4	1	2	3	4	5
Faculty Manager	6,446	6,710	7,040	7,305	7,993

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 04
Extra Compensation
2000-2001

Group	Activity		
A.	Clubs, Intramurals*	18.20	
* Teachers appointed to these positions will receive an appointment notice indicating the hourly rate, the maximum number of hours and the corresponding dollar amount set aside for the activity. Notice of vacancies will contain the anticipated number of hours at the scheduled rate.			
	Athletic supervision	14.52	
	Continuing Ed. (3 steps)	17.24	19.49 22.12
	Fitness Tester (3 steps)	17.24	19.49 22.12
	Workshop	21.40	
	Home Instruction	23.00	
	Census Enumerator	20.48	
	Academic Intervention	25.00	
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B.	Adult Education Head Teacher	7,623.81	
	Supervisor, Club Activities	1,823.67	
	Supervisor, Student Activities	2,541.96	
	High School Musical Staff (Distributed among 3 or more staff members)	10,354.14	
	High School Dramatics Staff	2,722.05	
	High School Dancers	2,301.84	
	High School Yearbook (6th period Assignment is with yearbook staff)	3,303.72	
	Middle School Musical Staff (Distributed among 4 or more staff members)	4,989.74	
	Middle School Treasurer	1,559.75	
	High School Student Council	2,595.78	
	High School Class Advisors	2,367.05	
	Grades 9 & 10	631.14	
	Grades 11 & 12	946.71	
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Other	Summer School Teacher		
01	Elementary/Middle School and Day Camp supervisor	(30 days)	3,564.54
02	Senior High School	(summer session)	3,926.79
	ECE Teacher	(per session)	73.40

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 04
Extra Compensation
2001-2002

Group	Activity	
A.	Clubs, Intramurals*	18.83

* Teachers appointed to these positions will receive an appointment notice indicating the hourly rate, the maximum number of hours and the corresponding dollar amount set aside for the activity. Notice of vacancies will contain the anticipated number of hours at the scheduled rate.

Athletic supervision	15.03
Continuing Ed. (3 steps)	17.85 20.17 22.89
Fitness Tester (3 steps)	17.85 20.17 22.89
Workshop	22.15
Home Instruction	23.80
Census Enumerator	21.20
Academic Intervention	25.88

B.	Adult Education Head Teacher	7,890.64
	Supervisor, Club Activities	1,887.50
	Supervisor, Student Activities	2,630.93
	High School Musical Staff (Distributed among 3 or more staff members)	10,716.53
	High School Dramatics Staff	2,817.32
	High School Dancers	2,382.40
	High School Yearbook (6th period Assignment is with yearbook staff)	3,419.35
	Middle School Musical Staff (Distributed among 4 or more staff members)	5,164.38
	Middle School Treasurer	1,614.34
	High School Student Council	2,686.63
	High School Class Advisors	2,449.89
	Grades 9 & 10	653.23
	Grades 11 & 12	979.85

Other Grade	Summer School Teacher	
01	Elementary/Middle School and Day Camp supervisor	(30 days) 3,689.30
02	Senior High School	(summer session) 4,064.23
	ECE Teacher	(per session) 75.97

Kenmore-Town of Tonawanda Union Free School District
Kenmore Teachers – Salary Schedule 04
Extra Compensation
2002-2003

Group	Activity	
A.	Clubs, Intramurals*	19.49
* Teachers appointed to these positions will receive an appointment notice indicating the hourly rate, the maximum number of hours and the corresponding dollar amount set aside for the activity. Notice of vacancies will contain the anticipated number of hours at the scheduled rate.		
	Athletic supervision	15.56
	Continuing Ed. (3 steps)	18.47 20.88 23.69
	Fitness Tester (3 steps)	18.47 20.88 23.69
	Workshop	22.93
	Home Instruction	24.64
	Census Enumerator	21.94
	Academic Intervention	26.78
B.	Adult Education Head Teacher	8,166.82
	Supervisor, Club Activities	1,953.56
	Supervisor, Student Activities	2,723.01
	High School Musical Staff (Distributed among 3 or more staff members)	11,091.61
	High School Dramatics Staff	2,915.93
	High School Dancers	2,465.79
	High School Yearbook (6th period Assignment is with yearbook staff)	3,539.03
	Middle School Musical Staff (Distributed among 4 or more staff members)	5,345.13
	Middle School Treasurer	1,670.84
	High School Student Council	2,780.66
	High School Class Advisors	2,535.64
	Grades 9 & 10	676.10
	Grades 11 & 12	1,014.14
Other		
Grade	Summer School Teacher	
01	Elementary/Middle School and Day Camp supervisor..... (30 days)	3,818.42
02	Senior High School..... (summer session)	4,206.48
	ECE Teacher..... (per session)	78.63