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Contract Database Metadata Elements

Title: West Seneca Central School District and the West Seneca Teachers Association, Inc. (2003) (MOA)

Employer Name: West Seneca Central School District

Union: West Seneca Teachers Association, Inc.

Local:

Effective Date: 07/01/03

Expiration Date: 06/30/11

PERB ID Number: 6496

Unit Size: 620

Number of Pages: 108

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COLLECTIVE NEXOTIATIONS AGREEMENT

July 1, 2003 – June 30, 2011

West Seneca Central School District

And

The West Seneca Teachers Association, Inc.

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AGREEMENT

THIS AGREEMENT IS made as of the 1st day of July 2003 and on November 2, 2004 was extended to June 30, 2008 and on August 2, 2007 was extended to June 30, 2011 between James K. Brotz, Superintendent of Schools (2003 – 2007), Jean Kovach Superintendent of Schools (2007 – present) of the West Seneca Central School District hereinafter referred to as the “Superintendent,” and the West Seneca Teachers Association, Inc. hereinafter referred to as the “Association.”

MANAGEMENT RIGHTS CLAUSE

Unless specified otherwise, the term “Superintendent” as used in the Agreement shall mean Superintendent and his/her designee.

Unless expressly provided otherwise in this Agreement, the Superintendent through the Board of Education reserves the right to:

a) Direct the work of the employees;

b) Hire, promote, demote, transfer, assign and retain employees in positions within the school system;

c) Maintain the efficiency of the school operations;

d) Determine services to be rendered by the public schools;

e) Take action as may be necessary to carry out the mission of the public schools;

f) Determine the methods, means, and personnel by which operations are to be carried on;

g) Be the policy making and governing body of the public schools.

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ARTICLE I - Recognition

A. Membership. The parties hereby confirm the amendment by the Board of Education of the Teachers' Negotiating Unit to include all professional certified positions in both the regular and summer school sessions except the following specified positions:

Superintendent of Schools  Deputy Superintendent
Principals  Assistant Principals
Directors  Assistant Directors
Coordinators  Supervisors
Administrative Interns

B. Sole/Exclusive Bargaining. The parties hereby confirm the recognition by the Board of Education of the Association as the sole and exclusive representative and bargaining agent for and on behalf of the employees included within the Teachers' Negotiating Unit.

C. Taylor Law. The Association hereby confirms and agrees to abide by the provisions of Article 14 of the Civil Service Law also known as the Taylor Law.

D. Triborough. Pursuant to the Civil Service Law, Section 209-a, all the terms of this Agreement shall be continued after June 30, 2011 until a new agreement is negotiated.

E. Non-Interference. Pursuant to Civil Service Law, Section 209-a, the parties agree not to interfere with, restrain, or coerce any employees in the exercise of their rights guaranteed by the Civil Service Law, Section 202 for the purpose of depriving them of such rights, or discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of any employee organization.

F. The Association & the District agree to the following:

1. Part-time coordinators and Teachers-on-Assignment are teachers holding certified positions who have had their teaching load reduced from full time teaching positions in order to assume other teacher duties.
2. **Continue in Unit.** Part-time coordinators and teachers-on-assignment shall remain in the teachers’ bargaining unit and continue to maintain full-time positions in their original tenure areas of appointment and to accrue seniority in those tenure areas for so long as they continue to be assigned and to perform teacher duties.

3. **Evaluation.** The parties reaffirm that part-time coordinators and teachers-on-special assignment do **NOT** formally evaluate members of the teachers bargaining unit.

4. **Other Benefits.** Part-time coordinators and teachers-on-assignment shall be entitled to all benefits accorded to other members of the teachers’ bargaining unit.

5. Full time replacements for Teachers on Special Assignment (TOSA’s) shall be probationary appointments.
ARTICLE II - Negotiation Procedure

A. Initial Negotiations. The parties agree to begin negotiations for a successor contract after January 1, 2011.

B. Proposal Exchange. Anytime after January 1, 2011, but before February 15, 2011 the Association and the District shall exchange written proposals. Thereafter, additional proposals may be introduced only with the consent of the parties.

C. Proposals Comply with Law. The proposals shall set forth the matters to be negotiated in accordance with the provisions of Article 14 of the Civil Service Law of the State of New York.

D. Timing. Anytime after a period of two (2) weeks from submission of the proposals to the Superintendent, negotiations shall commence upon fifteen (15) days notice by either party.

E. General Compliance with Civil Service Law. Except as specifically provided otherwise in this Agreement, negotiations shall be conducted in accordance with the provisions of Article 14 of the Civil Service Law.

F. Negotiating Teams. Each party may choose any person or persons it desires to represent it for the purpose of negotiations provided, however, that such representative or representatives shall have the power and authority to make and consider proposals on behalf of their respective principals.

G. Closed Meetings. Negotiations shall be open only to the authorized representative or representatives of each party, their legal counsel, and/or any other person or consultant whose presence either party may deem necessary.

H. Media Statements. During negotiations neither party shall make any statement to any public communications media regarding said negotiations without first notifying the other party.
I. Memorandum of Understanding. Immediately upon the conclusion of negotiations, a memorandum of understanding shall be drawn which shall list the matters agreed upon. Said memorandum of understanding shall include all items altered by negotiations, include the final written language of said changes, shall be signed by the parties' representatives, and shall be submitted for ratification to the Association.

J. Signing. When a final and complete Agreement is drafted by the parties, it shall be signed by the parties.

K. Limitations. In order to provide for a climate conducive to an expeditious settlement of the successor Agreement, the parties agree to the following:

1. Proposals. Limiting proposals to only the most essential issues.

2. Meetings. A maximum of five (5) meetings to be held between February 15, 2011 and May 15, 2011.

3. Mediation. In the event the parties are unable to reach agreement by May 15, 2011, a mediator shall be selected by the parties. The mediator shall have the authority to make non-binding recommendations on all outstanding issues. The costs for the mediator's services shall be borne equally by the Association and the District.

4. Ground Rules. Nothing in these “ground rules” shall prevent either party from seeking a contract extension.
ARTICLE III – Definitions, Interpretation and Legal Effect

A. Whenever a term set forth in this Article III is used in this Agreement, it has the meaning contained in the Section of this Article III which begins with that term.

1. “District” means the West Seneca Central School District and is intended to refer to it as the employing entity. It applies to all persons (e.g., the Superintendent of Schools and Administrators) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.

2. “Association” means the West Seneca Teachers Association and applies to all persons and bodies properly authorized by the Association to act on its behalf.

3. “Board” means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

4. “Superintendent” means the person appointed by the Board to serve on a regular, acting or interim basis as the District’s Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent to do it.

5. “Teacher” means a person in a position included in the unit described in Article I of this Agreement, unless otherwise specifically indicated in a provision of this Agreement.

6. “Party” means the District or the Association.


8. “Amendment” means a change in the provisions of this Agreement which (a) is made during the term of the Agreement by mutual consent of the parties; (b) is in writing; (c) is designated therein as an Amendment and (d) is signed and dated by authorized representatives of the parties.
9. "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

10. "Grievant" means the teacher or group of teachers or the Association, who have submitted a grievance.

11. "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which representatives of both parties sign this Agreement or, if the representatives sign on different dates, then the latest date on which a party signs.

12. "Unit" means the negotiating unit set forth in Article I (A) of the Agreement.

13. "Notice" and "Notify" mean that: (a) if notice is to be given to the District, it must be done in writing delivered to the Superintendent in person (in which case the Superintendent shall sign a receipt therefor) or by sending it to the Superintendent by registered or certified mail or by telegram at the District office; (b) if notice is to be given to the Association, it must be done in writing delivered to the President of the Association in person (in which case the President shall sign a receipt therefor) or by sending it to the President by registered or certified mail or by telegram at Association's office as shown on the books of the District.

14. "Fiscal Year" means the period from July 1st to the next succeeding June 30th.

15. "Active Payroll" means only the time when the teacher is being paid for working, or is on paid leave, holiday or recess time, as opposed to the time when the teacher is on unpaid status such as absent without leave, on unpaid leave an or layoff.

B. Except when this Agreement expressly says otherwise, the following rules apply in interpreting this Agreement:

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1. A word of one gender applies also to the other gender unless the context clearly indicates that only the gender used is intended (e.g., the use of "she" in reference to maternity).

2. A word used in the singular number applies also in the plural.

3. Each lettered Appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.

4. Each provision of this Agreement is severable from every other provision of this Agreement.

5. If this Agreement requires a party or a person to do anything which is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

C. All the agreements which the parties have reached during negotiations are recorded in this Agreement or in Memoranda of Agreement which bear the same date as the Execution Date. This Agreement, together with such Memoranda of Agreement, constitute the entire and complete record of the binding commitments between the parties. From and after the Execution Date, no other document shall constitute a binding commitment between the parties unless it is (1) dated on or after such Execution Date and (2) signed by a duly authorized representative of each party.

D. If a court or agency of competent jurisdiction (such as PERB, EEOC, SDHR, IRS or NYSOSHA) determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties shall not be obliged to observe the invalid provision.
E. Neither party is obliged to continue any practice or policy except to the extent same is listed in an Appendix to this Agreement to be developed by a committee established by the parties not later than ten (10) days following approval of this Agreement. The parties affirm the provision in the 2003-06 Agreement that "Neither party is obliged to continue any practice or policy except to the extent same is listed in an Appendix to this Agreement to be developed by a committee established by the parties not later than ten (10) days following approval of this Agreement."

F. Grievance arbitration rulings and settlements to grievances, made subsequent to the execution of this memorandum, will be utilized as past practices of the District and serve as a guide in future discussions.

G. The District will not arbitrarily fragment full time positions within the bargaining unit to avoid full time appointments (Grievance 00-14).

H. Teacher Aides, and Teacher Assistants may not be assigned bargaining unit work of a teacher, such as study hall or cafeteria supervision, unless under the direction of a teacher (Arbitration Cases 15 390 00786 96 and 15 390 00676 97).
ARTICLE IV - Salary

A. Schedules. The salary schedules for classroom teachers for the period beginning September 1, 2003 to June 30, 2006 shall be set forth in "Schedule A" attached hereto and made a part of this Agreement. The salary schedules for classroom teachers contained in Schedule A of the Agreement covering the period September 1, 2005 until June 30, 2006 shall be increased 2.4% for the period July 1, 2006 until July 30, 2007. The referenced salary schedule shall be increased 2.6% for the period July 1, 2007 to June 30, 2008, 2% for the period of July 1, 2008 to June 30, 2009, 2% for the period of July 1, 2009 to June 30, 2010 and 2.2% for the period of July 1, 2010 to June 30, 2011.

B. Placement. Step placement on salary schedules shall be determined as follows:

1. New Teacher. A new teacher shall mean any teacher who has NOT worked as a temporary part-time (half-time or more), regular substitute, probationary, or tenured teacher in the District, or a teacher who has voluntarily severed employment and now seeks to be rehired. The District shall have the sole discretion to grant up to five (5) years of experience credit for salary purposes.

2. Preferred Eligible List. WSCSD Teacher presently employed or on the Preferred Eligible List accepting appointment to a position in another tenure area - The District shall place the teacher on the step the teacher would be entitled to if he/she remained in the same tenure area.

3. Recall. The District shall credit a teacher with up to five (5) years of full-time (not less than half-time or day-to-day substitute) certificated experience, in the teacher's tenure area as specified by Part 30 of the Rules of the Board of Regents, earned while the teacher was on the Preferred Eligible List.

4. Service Credit. West Seneca CSD Temporary Part-time (half-time or more) or Regular Substitute Teacher - The District shall credit experience in such a position as normal, full-time experience for purposes of step placement.

5. Members of the bargaining unit changing assignments from teaching assistant to teacher do not transfer service credit for salary step placement (Article XVIII).

6. A teaching assistant who has rendered service as a long term substitute teacher shall earn teaching assistant salary credit for time earned as a teacher (Article XVIII).
C. **Summer School Schedule.** The salary schedules for summer school teachers for 2003-2004, 2004-2005, and 2005-2006 Summer School Session shall be set forth in "Schedule B" attached hereto and made a part of this Agreement. Effective July 1, 2005, the salary schedules for summer school teachers, contained in Schedule B of the Agreement shall be deleted from the successor Agreement.

D. **Extra-Curricular.** The stipends for extracurricular assignments and supervision of student activities shall be paid in accordance with the amounts set forth in "Schedule C" attached hereto and made a part of this Agreement. The stipends for extracurricular assignments and supervision of student activities contained in Schedule C of the Agreement covering the period September 1, 2005 until June 30, 2008 shall be increased by 2% for the period July 1, 2006 until June 30, 2007. The referenced salary schedule shall be increased 2% for the period July 1, 2007 to June 30, 2008, 2% for the period of July 1, 2008 to June 30, 2009, 2% for the period of July 1, 2009 to June 30, 2010 and 2.2% for the period of July 1, 2010 to June 30, 2011. The parties agree to review and edit the extra-curricular activities contained in the Collective Negotiations Agreement.

E. **Coaches.** The stipends for coaches and intramurals shall be paid in accordance with the amounts set forth in "Schedule D" attached hereto and made a part of this Agreement. The stipends for Coaches and Intramurals contained in Schedule D, and the "extended play" schedule in Paragraph 3 of the provision applying to coaches and intramurals, covering the period September 1, 2005 until June 30, 2006 shall be increased 2% for the period July 1, 2006 until June 30, 2007. The referenced salary schedules shall be increased 2% for the period July 1, 2007 to June 30, 2008, 2% for the period of July 1, 2008 to June 30, 2009, 2% for the period of July 1, 2009 to June 30, 2010 and 2.2% for the period of July 1, 2010 to June 30, 2011.

F. **Limitations.** No member shall be paid a higher rate than the salary steps commensurate with the number of years of his/her teaching or guidance experience, military service and work experience training.

G. **Graduate Hours.**

1. In addition to the above, each member, other than summer school teachers, shall be paid at the rate of $25.00 per graduate hour. The payment for graduate hours shall be limited to a maximum of BA plus 60 or MA plus 30. Effective July 1, 2008, teachers, other than summer school teachers, shall be paid at the rate of $40.00 per graduate hour beyond a Bachelor's Degree and a Master's Degree, up to a maximum of BA plus 60 or MA plus 30. Any hours earned after 1985 shall be paid at the rate of $27 per hours providing the District has given prior approval to the graduate hours earned. Prior approval to be granted to graduate courses and programs that lead to certification for a position included in the New York State Teachers' Retirement System. Graduate credit shall not be granted for courses outside of the teacher's Part 30 tenure area, e.g., for
counselor or administrator courses. Graduate courses and programs specifically designed to prepare an individual for possible employment outside of education shall not be approved.

2. Credit hours earned prior to the awarding of the Masters Degree will not be recognized toward the Master plus 30 credit hours.

H. Annual Renewal Option (ARO) Guidelines.
   1. Payment. All probationary and tenured staff will be required to complete a minimum of fifteen (15) ARO hours annually between June 1st and May 31st. Payment for ARO will be $495.00 annually for the first block of fifteen ARO clock hours. The District will compensate staff at the rate of $99.00 per block of three (3) clock hours or ARO credit to a maximum of forty-five (45) total clock hours.

   2. Penalty. Those members not completing the fifteen (15) ARO clock hours requirement will have their salary reduced by $495.00.

   3. Number of Courses. The District Personnel Director and the President of the WSTA, Inc. will certify that enough courses are offered for all bargaining unit members to meet the requirement. If there are not enough courses offered, the penalties will not apply.

   4. In-service. In-service programming shall be developed jointly by the District and the Teachers' Center. The Superintendent or designee shall have approval of the classes that bear ARO credit.

   5. Waiver. Teachers working on permanent certification will have the ARO requirement waived if they complete six (6) graduate credits between July 1 - June 30, of the school year in question. Beginning June 1, 2000 the ARO year shall run from June 1st to May 31st.

   6. Unforeseen Situations. The Superintendent or designee and the Association President may agree to waive the requirement for verifiable unforeseen situations (i.e. long term illness).

   7. Exclusions. Teachers excluded from this requirement shall be: part-time teachers, regular substitutes (temporary teachers), teaching assistants, physical therapists, occupational therapists, certified occupational therapist assistants, certified physical therapist assistants, and teachers who retire prior to the first day of school of the succeeding school year.

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I. **20 Year Increment.** Members who have been in continuous service for at least twenty (20) years in the West Seneca Central School District shall be eligible for a ONE-TIME-ONLY service increment. This increment is to be $2,000 payable as part of the member’s total salary for the school year in which it is received. Application for the increment must be submitted to the Superintendent of the District no later than one school semester in advance of the school year in which the increment is to be paid. Continuous service for this section only, will include approved paid leaves of absence provided the member returns to work as indicated in the approved leave. Unpaid leaves will not be included in the total of twenty (20) years for eligibility for the service increment. However, unpaid continuous service for this section only, will include approved paid leaves of absence provided the member returns to work as indicated in the approved leave. Unpaid leaves will not be included in the total of twenty (20) years for eligibility for the service increment. However, unpaid leaves of absence will not be considered to constitute discontinuous service. Consistent with Article IV Salary paragraph I 20 Year Increment ($2,000) will be paid regardless if the employee does not work the full year in which the payment is requested (Grievance 9-89).

J. **Curriculum Writing.** Curriculum Writing. Teachers shall be compensated at the following hourly rate for each hour worked on curriculum writing:

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<th>Hourly Rate</th>
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</tr>
<tr>
<td>July 1, 2010</td>
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</tbody>
</table>

K. **National Board Certification.** A one time stipend of $1,500.00 will be paid to teachers who have earned National Board Certification (NBC) as recognized by the National Board for Professional Teaching Standards (NBPTS).
ARTICLE V -
Guidance Counselors, Psychologists, & Social Workers

A. **Pay.** Guidance Counselors, Psychologists and Social Workers shall be employed from July 1, 2003 to June 30, 2011 and shall be paid as follows:

1. Guidance Counselors and Social Workers shall be paid according to the Teachers' Schedule attached “Schedule A.” The salary schedules for Guidance Counselors, Psychologists and Social Workers contained in Schedule A of the Agreement covering September 1, 2005 until June 30, 2006 shall be increased 2.4% for the period July 1, 2006 until June 30, 2007. The referenced salary schedule shall be increased 2.6% for the period July 1, 2007 to June 30, 2008; increased 2% for the period July 1, 2008 to June 30, 2009; increased 2% for the period of July 1, 2009 to June 30, 2010; and increased 2.2% for the period of July 1, 2010 to June 30, 2011.

2. **One two-hundredth.** Guidance Counselors, Social Workers and Psychologists who are paid on their respective negotiated salary schedules will have 1/200 of their yearly rate added to their pay for each day worked in excess of the teachers from September 1 through June 30.

3. **Additional Pay.** Psychologists will be paid according to the attached Schedule “E”. The salary schedules for Psychologists contained in Schedule E of the Agreement covering September 1, 2005 until June 30, 2006 shall be increased 2.4% for the period July 1, 2006 until June 30, 2007. The referenced salary schedule shall be increased 2.6% for the period July 1, 2007 to June 30, 2008; 2% for the period of July 1, 2008 to June 30, 2009; 2% for the period of July 1, 2009 to June 30, 2010; and 2.2% for the period of July 1, 2010 to June 30, 2011.

4. **Summer Pay.** Days worked in July and August will be compensated at the rate of 1/200 of current contract salary for each day worked.

B. **Conference Days.** Guidance Counselors, Psychologists and Social Workers shall have school district conference days identical to those for the total of classroom teachers as set forth in the calendar attached hereto. Workshop programs and/or specialized conferences may be scheduled on those days with the prior approval of the Superintendent.
ARTICLE VI - Working Conditions

A. Remedial/Tutorial

1. The length of the standard workday shall be defined by Article VI - Working Conditions, Paragraphs B1-B3. Regular instruction shall be only Monday through Friday during the workday as defined in Article VI B1-B3.

2. After hours instruction will not be conducted on Sunday. After hours instruction will not begin after 7:30 PM on Monday – Friday or after 3:00 PM on Saturday.

3. Regular instruction is defined as teaching a course which requires student grading, student evaluation and/or course credit and is an integral part of the educational program. (Examples include but not limited to Math Course III, Social Studies Grade 7, Grade 2, and Music. These courses will be taught according to Article VI - Working Conditions, Paragraphs B1-B3.

4. Remedial/Supervision is primarily guiding or directing student activities in their assignments or work. Test grades and course credit are not required. (For example: Study Table, Study Hall, Computer Lab Supervision, etc.) See 9a below.

5. Tutorial/Instruction is defined as instruction that involves reviewing previously presented material and examination preparation. Test grades and course credit are not required. (For example: preparing for the new state standards tests including high school regents examinations.) See 9b below.

6. Participation in after hours instruction will be totally voluntary. Members of the bargaining unit will not be harassed, suffer recriminations, or loss of status for not participating in the program.

7. Selection process:

a) The District agrees to employ bargaining unit members for after hours instruction except as indicated below in item 7d.

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b) The District shall first seek appropriately certified tenured teachers to provide after hours instruction. All assignments will be posted in all buildings and to the Association President. In the event that there are more volunteers than openings, the District shall select from the pool of eligible volunteers according to the voluntary transfer language established in the Collective Bargaining Agreement (Article VIII C). For Tutorial/Instruction members currently engaged in the teaching of the subject matter shall receive priority. For example, a District Biology teacher shall receive priority over a District Chemistry teacher when the subject matter for instruction is Biology.

c) If no tenured teachers apply for a specific position, the District shall re-post seeking volunteers from the probationary staff. A probationary teacher may be approved by the Superintendent of Schools for an after hours position.

d) The District may employ individuals not in the bargaining unit for after hours instruction after the President of the WSTA, Inc. has been informed of the lack of bargaining unit applicants.

8. The hourly rate shall be defined as the scheduled rate divided by 189 divided by 7.25 hours per day as follows in number 9 below.

9. Rate of Pay
   a) Remedial/Supervision (referring to Item #4 above) shall be compensated at Step 4 of the Bachelors Degree Schedule divided by 189 divided by 7.25.

   b) Tutorial/Instruction (referring to Item #5 above) shall be compensated at Step 11 of the Masters Schedule divided by 189 divided by 7.25.
10. Work in the after hours programs shall be distinct and separate from work in the regular program. Specifically, a teacher working in the after hours program shall acquire no additional rights to seniority or other rights under the contract. Appointments to the after hours positions shall be on temporary basis for up to one year and subject to posting requirements as stated above for the next academic year.

B. **Workday.**
   1. **Length.** No teacher shall be required to work more than seven and one quarter (7 1/4) hours per day. The time between the beginning of the teacher and student days and the time between the ending of the student and the teacher days is work time during which the teacher is to be available for the performance of duties such as meetings with other teachers, administrators, parents and students. The daily starting and ending times of the teachers’ work day shall be established by the building principal on a semester-by-semester basis through use of the Joint Committee established by Article XIX, Section F of this Agreement, but individual variations therefrom may be agreed to in writing by the building principal on a semester-by-semester basis.
   
   2. **Extra Work Pay/Limitations.** Those teachers assigned duties beyond the normal workday must be compensated at the normal supervision rate. Notwithstanding the foregoing, teachers and teaching assistants shall be required to attend, without additional compensation, up to ten (10) additional hours per school year. However, the additional time can only be added in one hour blocks in which the entire faculty of a building is in attendance, although not necessarily in the same locations. The additional hours can only be added to the workday with ten (10) working days notice.

   **Evening Open Session:** Effective July 1, 2005, the District will have the right to schedule one three hour evening session. There will be no additional compensation for attendance at the three hour evening session. The purpose and format of the session will be determined by the Administration/Principal. All hours allocated in this section can be utilized other than as described above by mutual agreement between the President of the Association and the Superintendent of Schools.

   3. **Alter Start/End Time.** The starting and ending times of the teachers’ workday may be altered once per year for the purpose of parent conferences. The decision to do so will be made by the SDMT in each building. Teachers will be given thirty (30) days notification of such an alteration in the workday.
4. **Block Scheduling.**
   
a) The purpose of block scheduling is to promote improved student performance and:

1) The District will not use block scheduling as a mechanism to increase the number of teaching assignments that any teacher might be asked to teach.

2) The District will not use block scheduling as a mechanism to decrease the size of the teaching staff.

3) The District will not use block scheduling as a mechanism to decrease the current academic offerings.

4) The parties recognize that changes in staffing, course offerings and/or staff scheduling may be necessary due to conditions not related to block scheduling such as (but not limited to) reductions in student population or other unforeseen causes. However, block scheduling by itself will not be used as a mechanism to accomplish these changes absent other conditions. In the event that the District desires to alter scheduling, staffing or initiate curriculum changes for reasons that are unrelated to block scheduling the Association may request to meet with the District to obtain its rationale for said changes.

5) The District's course offerings for ARO credit will reflect the needs of teachers in maximizing their effectiveness in a block schedule environment.

b) The WSTA agrees to support Block Scheduling Model provided the terms and conditions of this agreement are adhered to.
c) In the event that one or more of the provisions of the Agreement become inconsistent with the implementation of block scheduling, the parties agree to re-open negotiations on that point prior to using the grievance procedure. Either the District or the WSTA Inc. may make a written request to re-open negotiations.

C. **40 Consecutive Minutes.** All teachers shall have two hundred (200) minutes of planning per week. The District will make every effort to have forty (40) consecutive minutes of preparation and planning time during the teaching day. Each classroom teacher shall have one (1) planning period day as follows:

1. **Prep Time.** All teachers will have one regularly scheduled planning period according to the schedule of the assigned building.

2. **Planning Period.**
   a) Notwithstanding the foregoing, it shall not be a violation of this Agreement if a teacher does not have a planning period if a meeting is held during the teacher’s scheduled planning period between the teacher and a director, coordinator or teacher-on-assignment provided that such meetings are limited to no more than one such meeting per month and are scheduled on not less than five (5) days notice to the teacher (unless such notice is waived by the teacher).
   
   b) Effective July 1, 2005, the District will provide elementary classroom teachers (grade level kindergarten to 6) and elementary self-contained special education teachers, an additional forty (40) minutes of preparation and planning time over a two week period. For the purposes of this clause, a week shall be defined as a school calendar week when students are in session three or more days.

   c) Planning time shall be provided to teachers regardless of student attendance (Arbitration Case 78-0386).

   d) In the event an employee is not provided a planning period, upon the request of the teacher, the building administrator will provide equivalent planning time on a mutually agreeable alternative date within ten (10) days of the date in which planning time was not provided (Grievance 1989).

3. **Field Trip/Planning Period.** Provision will be made to allow for each staff member on a field trip his/her forty (40) minute planning period on the day of the trip. In the event scheduling modifications cannot be
made on the day of the trip, the planning period will be provided in a subsequent day's schedule.

4. **Schedule Committee.** The parties agree to form a committee consisting of three members each to review the scheduling of the elementary workday for special area teachers. The goal is to develop a recommendation which will provide five (5) minutes of organizational time between assigned classes.

D. **More than 5 Classes.** Secondary teachers (Grade 7-12) assigned to more than five (5) daily teaching assignments shall have no regularly scheduled study hall or other special duty assignment. Secondary teachers who have more than five (5) daily teaching assignments may be assigned a homeroom (not to include an activity period type homeroom). The parties recognize that a travel assignment is not a special duty assignment under the terms of the agreement (Arbitration Case 87 0595).

E. **Two Preparations.** Secondary teachers (Grade 7-12) who are required to have more than two (2) daily preparations shall not have more than five (5) daily assignments. This provision shall not include special area personnel or assignments for clinics and activity periods. A regents and non-regents class or classes at the same grade level shall be considered one (1) preparation.

F. **Limits on Extra Duty.** Secondary teachers, except for special area personnel with more than two (2) preparations, will be assigned to supervisory duty before the commencement of classes, but no such duty shall exceed twenty (20) minutes.

G. **Double Tasking.** The District will not assign teachers to more than one teaching or special duty assignment during the same time period, except in cases of emergency, without the prior approval of the teacher and the Association. This provision is not intended to change or modify the provisions of Section C, D, or E of Article VI of this Agreement.

H. **Annual Professional Performance Review.** The Annual Professional Performance Review process shall be consistent with the Regulations of the Commissioner of Education and be the prime measure of work performance and growth in documenting decisions relative to retention or dismissal of employees. The primary purpose of the Annual Professional Performance Process is to improve instruction. The parties recognize that the annual professional performance review is the prime measure of work performance; however, it is not the sole measure (Arbitration 77 0384); (Art. VI H.).
1. **Annual Professional Performance Review Committee.**

The parties agree to the formation of a committee to oversee the Annual Professional Performance Review Process. The content of the document produced and revised by the Committee shall be included as part of this Agreement through this reference.

The Committee will be chaired by the Superintendent's designee and will consist of not more than five (5) members appointed by the Superintendent and not more than five (5) members appointed by the President of the Association.

It will be the responsibility of the Committee to meet at least once annually to review the Annual Professional Performance Review process. The Committee will recommend any changes to the process to the Superintendent and the President of the Association for approval. Any revised process recommended by the Committee and approved by the President of the Association and the Superintendent will be used in the evaluation of those employees covered by the Agreement. To the extent any such revision is inconsistent with this Agreement, the revision will control and this Agreement will be deemed amended accordingly.

It is recognized that the procedures herein, to the exclusion of the substantive merits of performance reviews conducted hereunder, are subject to the grievance procedure. It is the responsibility of the Administrators in the District to follow the process in evaluating the performance of employees covered by this Agreement.

2. **Visits.** Visits to teachers by the Coordinators of the District for full period observations, demonstrations, or conferences shall be scheduled only with advance notice given to the teachers. Informal visits for less than full periods of time by the above personnel shall be allowed without prior arrangements.

3. **Administrators.** All written reports resulting from the Annual Professional Performance Review Process shall be made only by Administrative personnel. Part-time coordinators in the negotiating unit may not evaluate as per Article I F. The content of all reports shall be consistent with the process developed by the Annual Professional Performance Review Committee.
4. **Annual Professional Performance Review Process for Non-tenured Teachers and Regular Substitutes.**

Each year of the probationary period, between March 1 and May 1, a principal will hold a conference with each teacher for the purpose of giving a summary review-evaluation of the teacher's performance, which shall include a written statement regarding meeting standards for tenure consideration. The Process for Annual Professional Review of Non-tenured Teachers will include:

- Goal-setting plan for teacher no later than October 15,
- Pre and post observation records,
- Teacher performance appraisal,
- Self-evaluation appraisal,
- Professional portfolio (as required by SED), and
- Participation in the District's Mentoring Program.

5. The process for professional review of tenured teachers will be conducted in three-year increments. During the first year of each three-year cycle (year 1), administrators will review each teacher's performance utilizing the Teacher Performance Appraisal form. In years 2 & 3, teachers will participate in a Professional Study Plan (PSP) which will be evaluated by an administrator. Teachers participating in the PSP will follow the guidelines developed by the Committee for years 2 & 3 of the Professional Review Process.

A building principal may require a tenured teacher who has been identified as being in need of improvement to be formally observed in year 2 or year 3 using the Teacher Performance Appraisal Form.

Tenured teachers in year 2 of a cycle, the first year of the Professional Study Plan, will be eligible for fifteen (15) ARO credits. Tenured teachers in year 3 of a cycle, or year 2 of the Professional Study Plan, will be eligible for fifteen (15) ARO credits.

6. The Process for those covered by the Collective Negotiations Agreement other than teachers will be developed by the Annual Professional Performance Review Committee.
Appraisals shall at least cover the following areas:

a) **Strengths/Weakness.** Comments performance on strengths and weaknesses.

b) **Progress.** Recognition of progress or lack of progress since the previous observation if applicable.

c) **Suggestions.** Statement of suggestions for improvement of performance in areas where difficulties have been identified.

d) **Assistance.** Specific recommendations to the employee of the observation opportunities, workshops or materials available through the District and any other sources which may assist the teacher in making suggested changes.

7. The Teacher Performance Appraisal will be based on the Criteria for Effective Teaching (CET) and will include the following domains/factors:

a) Planning and preparation
b) Classroom environment
c) Instruction
d) Long Range Responsibilities

Additionally, the Teacher Performance Appraisal will include:

e) Overall rating
f) Summative comments and plan for further growth

A copy of the written report of a Performance Appraisal shall be available to the teacher one (1) day in advance of the conference scheduled to discuss the report. An evaluation conference shall be held within (7) working days after the observation and before submission of the written report for inclusion in the teacher's file. At this conference any long term observation evaluated will be annotated and discussed with the teacher. It shall be the responsibility of the evaluator and the teacher to
establish an agreed upon length of time within which identified differences may be corrected prior to the next observation-evaluation.

8. **Employees in need of improvement.** District administrators will provide notice to an employee covered by this Agreement regarding a need for improvement. This notice will address specific issues and expectations. The administrator in consultation with the employee will develop a time frame to address issues and expectations. The notice will include measurable goals, a timeline, and evidence that will be used in appraising the performance of the employee. To the extent applicable, staff development opportunities, peer observations, and other resources for assisting the employee will also be part of the notice. It is the employee's responsibility to pursue these and other resources to improve performance.

9. **Openness.** When an employee is observed, and receives a written evaluation subsequent to the observation, the observation shall be done openly. An observation for the purpose of evaluation pursuant to this process shall consist of a full class or "block" spent in the classroom or the equivalent. The observation during this time shall be limited to work performance rendered within the instructional day.

10. **Copies.** Copies of all written reports produced by an employee covered by the Agreement, or by an administrator, shall be maintained in the employee's personnel folder. Copies of the reports will be provided to employees in accordance with the process developed by the Committee and contained in the process document.

11. **Changes/Rebuttals.** Changes to a report after the conferences or rebuttals concerning it may be made prior to submitting the report to the central office for inclusion in the employee's personnel folder. Changes and/or rebuttals shall be initialed by the evaluator and the employee.
12. Comments on Annual Professional Performance Review reports: Negative comments in regards to employees exercising their rights to file grievances under the terms of the agreement shall not be made on performance evaluation reports (Grievance 1-90); negative memos citing hearsay and comments regarding work performance beyond the workday will not be referenced on performance evaluation reports (Grievance 9-91).

13. Regular Subs. Those teachers employed as regular substitutes will have at least two observations per year. If a regular substitute appointment is the result of termination from a regular tenured position, at least one observation per year will be conducted.

14. Signatures. Written evaluations to be included in the teacher's file in the central office shall be signed by the teacher and evaluator signifying that the report has been seen and read.

15. Annual Probationary Reviews. Each year of the probationary period, between March 1 and May 1, the principal will hold a conference with the teacher for the purpose of giving a summary review-evaluation which shall include a written statement regarding the possibility of meeting standards of tenure. A summary review evaluation (known as Form B) will be prepared by the Principal(s) and discussed at an annual review meeting with teacher(s) in the following situations:

   (a) probationary teachers at the completion of their probationary period;

   (b) all other probationary teachers;

   (c) long term (regular) substitutes who are working in an assignment for 5 or more consecutive months; and

   (d) part-time teachers.

The "Form-B" will be signed by the Principal and the teacher. The teacher signature is to acknowledge receipt of the document not to signify whether the teacher agrees or disagrees with its content. A copy of the form will be provided to the teacher at the conclusion of the meeting.

1. Personnel Files. Each professional staff member shall have a proprietary right in his/her personnel file as follows:

   1. Viewing. The right, upon request to review the contents of the file exclusive of confidential references.

   2. Representation. The right to have a representative of the Association present during such review.
3. **Copies.** The right to have reproduced for his/her own use any document contained in the file other than a confidential reference, at a cost to the member not to exceed ten (10) cents per page.

4. **Rebuttal.** The right to submit rebuttal material at any time for inclusion in the file.

5. **Acknowledgment.** The right to sign, for purpose of acknowledgment of presence in the file, any document contained therein.

6. **Advise.** The right to be advised of any material to be included in the file in order to be afforded the rights set forth above.

7. **Removal.** The personnel file shall not be removed from the central office.

J. **Teacher Aides.** In the elementary (K-6) grades, except for the special area classes, one (1) teacher aide will be provided for each group of three (3) classes within the same building and within the primary (K-3) grades having an average enrollment of thirty three (33) pupils and for each group of (3) classes within the same building and within the intermediate (4-6) grades having an average enrollment of thirty three (33) pupils. In the determination of the average enrollment, the three (3) classes in the primary group, and the three (3) classes in the intermediate group with the largest pupil enrollment, and which do not have teacher aides shall be considered. It is intended that the determination of the average enrollment is not limited to three classes at the same grade level, but shall include all grade levels within each of the two groups. For purposes of this section, enrollments for assignment of aides shall be those figures as of October 1 and February 1 of the school year.

K. **Workshops/Meetings.** Members attending a professional meeting, conference or workshop for professional improvement, or are absent from school due to official business of the school shall not suffer any loss of regular salary when such attendance has been approved by the Superintendent or his/her designee.

L. **Open House.** No supervisory rate will be paid to a teacher for attendance in one (1) open house per school year. The District shall designate in each building one such open house during the school year. However, if teachers are required to participate in additional functions of a similar nature, they will be paid at the normal supervision rate.

M. **Conference Attendance.** The Superintendent, at his/her sole discretion, may grant approval for professional or educational conference attendance. Teachers who wish to be absent for this purpose shall submit a request in writing to the Superintendent. Eligibility for such attendance shall include:
1. **Sponsors.** Officers, Board Members and Committee Members of the organization sponsoring the conference.

2. **Speakers.** Speakers and other participants in the program of said conference.

3. **Related Fields.** Members whose educational field is related to the subject of the conference.

The Superintendent, at his/her sole discretion, may grant approval for a professional visit to neighboring school districts to observe innovative programs upon ten (10) days notice and with the requirement that a written report be made to the building principal within one (1) week after such visit. All personnel who attend an educational and/or professional conference shall be paid their regular salary for the time they are absent for this reason. Conference request shall be limited to budgetary allowance.

**N. Departments.**

1. **Stipend.** The Department Chair shall be paid a stipend as follows:
   - 2003-2004
     a) Reduced teaching load 4% of salary minimum
        $1,508; maximum $2,043
     b) No reduced teaching load 5% of salary minimum;
        $2,043; maximum $2,513
   - 2004-05
     a) Reduced teaching load 4% of salary minimum
        $1,538; maximum $2,084
     b) No reduced teaching load 5% of salary minimum
        $2,084 maximum $2,563
   - 2005-06
     a) Reduced teaching load 4% of salary minimum
        $1,584; maximum $2,146
     b) No reduced teaching load 5% of salary minimum
        $2,146; maximum $2,640
   - 2006 - 2007 $2,703
   - 2007 - 2008 $2,774
   - 2008 - 2009 $2,829
   - 2009 - 2010 $2,886
   - 2010 - 2011 $2,949

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2. Department Leaders shall be paid an annual stipend of:

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<th>Amount</th>
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<tr>
<td>2010 - 2011</td>
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</table>

3. District-wide Coordinators represented by the Association shall be paid annual stipend increases as follows:

- 2003-2004: 0% increase
- 2004-2005: 2% increase
- 2005-2006: 3% increase
- 2006-2007: $3707 (2.4% increase)
- 2007-2008: $3804 (2.6% increase)
- 2008-2009: $3,880 (2% increase)
- 2009-2010: $3,958 (2% increase)
- 2011-2011: $4,045 (2.2% increase)

4. The parties recognize that department chairs are generally retained from year to year; therefore, a performance report must be utilized prior to any decision of the District to dismiss a department chair (Arbitration 83 0652).

5. Individuals will not be assigned the duties of a department chair without compensation (Arbitration Case 15 390 00144).

O. **Travel Expenses.** All members shall be compensated for travel expense incurred during the performance of their duties at the rate per mile approved by IRS guidelines effective July 1, 2003 and thereafter when using their personal automobiles. If requested, the Superintendent will give a member a letter stating that such use of a personal automobile was for meeting their responsibilities in the assigned position. No such letter will be given for travel from home to work and return.

P. **Meeting Notice.** Except in the case of an emergency as determined by the building principal or the Superintendent, members shall be given forty eight (48) hours prior notice of any faculty meeting at which their attendance is mandated.

Q. **Grades.** The principal of each school or the Superintendent shall make the final determination of pupil grades. Before any grade determination is made, which is not in accord with the original grade determination by the classroom teacher, consideration will be given to the recommendation of the classroom teacher, the Department Chair, and the supporting staff.
R. **Participation in Development.** Teacher representatives of a department or a grade level shall be invited to participate in revisions of existing areas of instruction and/or development of new areas of instruction. This section shall not apply to changes mandated by the State Education Department.

S. **Budget Participation.** Teachers of each department and grade level shall be involved in the preparation of budget requests for their area or grade level. If changes in budget requests at the building level are required to be made, each department and grade level may make recommendations to the building principal. Final decisions shall be made by the building principal.

T. **Advised of Student Issues.** Members shall be advised of emotional, psychological and medical conditions, which necessitate adjustments to be made by a classroom teacher in the method of teaching in regard to a particular student. This section is not to be construed to require the divulgence of any confidential medical information.

U. **Cumulative Records.** In the elementary grades, accumulative records and files shall be made available to the classroom teacher no later than the first day of school.

V. **Representation.** A teacher shall have the right to an Association representative at any meeting called by an administrator which is investigatory and/or for disciplinary action. The teacher shall be advised of the intent of such a meeting. If the teacher waives the right to representation, the teacher shall sign a waiver to that effect.

W. **Required Attendance.** No member shall be required to attend any function prior to the commencement of the school year.

X. **Policy Book.** Each building will be provided with at least two copies of the Board’s Policy Handbook.

Y. **Teacher Protection.**
   1. **Use of Force.** A teacher may use such force as is necessary to protect himself/herself from attack, or to prevent injury to another student.
   
   2. **Absence.** Whenever a teacher is absent from school as a result of personal injury caused by an unprovoked assault by a student while the teacher is acting within the scope of his/her employment, the teacher will be
paid full salary for the period of such absence not to exceed thirty (30) working days. [Deduct Worker's Compensation from salary.] Absence as a result of an assault will not be charged to sick leave. Damage to clothing or personal property will be compensated to a maximum of $150, upon submission of proof of payment.

3. **Examination.** The Superintendent shall have the right to order the teacher to be examined by a school physician for the purpose of establishing the period of time during which the teacher is temporarily disabled and cannot perform his/her teaching duties. The opinion of the school physician as to the period of time of temporary disability shall control.

4. **Re-admission of Student.** In the event, the assault took place in a classroom to which the student and the teacher are assigned, the building administrator will meet with the teacher prior to readmission of the student to the particular classroom.

Z. **Repairs.** It is agreed between the parties that repairs of a disruptive nature will be avoided during school hours, unless repairs are such as to insure the safety and comfort of staff and students, or to prevent further damage to the building.

AA. **Special Education.**

The Parties agree to the following "pilot" Agreement. The parties will review the agreement in May of 2004 to evaluate its effectiveness in providing common planning to the teachers in a co-teaching model, and that planning relief is provided by a certificated teacher member of the bargaining unit represented by the WSTA, Inc.

1. **District Special Education Advisory Council.** The parties agree to the creation of a Special Advisory Council.

A. The membership of the committee shall be comprised of those appointed by the Superintendent of Schools and the President of the
Association. Up to five (5) individuals may be appointed by the Superintendent and up to five (5) individuals may be appointed by the President of the West Seneca Teachers Association.

B. The parties agree that issues brought before the Committee will be non-contractual in nature.

C. The Association President will disseminate minutes of the committee's meetings to the membership of the West Seneca Teachers Association.

2. Common Planning Period.
   A. Effective September 1, 2003, those teachers (regular education - special education in a co-teaching model) providing direct educational services to five (5) or more classified students (at one time and during a specific class) in a general education setting for a designated subject, will be entitled to have one hundred and sixty (160) minutes of common planning time to be taken over a four (4) week period. This common planning is to be taken in not less than forty (40) minute increments.

Common planning time is in addition to the two hundred (200) minutes per week specified in the Collective Bargaining Agreement. For example, this would apply to a fourth grade general education teacher who co-teaches with a special education teacher in a class made-up of 21 general education students and 5 classified students.

B. The District agrees to employ, one full time equivalent teacher holding certification as an elementary teacher to provide planning relief for the teachers defined in paragraph (A) above. This individual will be provided a salary and benefits in accordance with the Collective Bargaining Agreement between the parties.

C. Every effort will be made by the District to utilize the services of the individual hired in accordance with paragraph 2 (B) of this Memorandum of
Agreement and or any other certificated teacher members of the bargaining unit to provide planning relief for teachers who qualify for the additional planning time.

D. "Per diem" substitute teachers may be used to provide common planning relief only after every effort to provide relief as outlined in paragraph (C) above has been exhausted.

BB. The District will provide supplemental support to assist teachers in elementary schools in the "running off or copying" of materials needed for classroom instruction.
ARTICLE VII - Association Rights

A. Visitation. The President and/or one elected officer of the Association, at any one time shall visit the buildings of the District or the WSTA office for any purpose relating to the affairs of the Association. Notice shall be given to the building administrator prior to leaving the building. Any such visit by the President and/or one elected officer shall not conflict with his/her scheduled teaching assignments.

B. Association Meetings. Building representatives shall be permitted to conduct Association meetings after the dismissal of students has been completed; provided that:
   1. Notice. At least twenty-four (24) hours notice of such meetings shall be given to the building principal. In the event of a conflict with a scheduled meeting of a building principal, the latter shall prevail.
   2. Report. Members assigned to duty shall report to that duty.
   3. Number of Meetings. No more than two (2) such meetings shall be conducted in any one calendar month.

C. Meeting with Principals. The principal of each school shall meet once a month with the designated building representatives of the Association at the request of the Association to discuss matters of mutual concern.

D. Meetings with the Superintendent. The Superintendent or representative designated by him/her shall meet with the President of the Association and his/her Representatives once a month to discuss matters relating to the implementation of this Agreement and other matters of mutual concern. Meetings may be called by either the Superintendent or by the President of the Association at a mutually agreed upon time.

Ad Hoc Committees may be instituted by the Superintendent and the President of the Association when deemed necessary by the parties.
E. Information. The Superintendent shall make the following information available to the Association within a reasonable time after the request therefor:

1. Distribution. Staff distribution by degree, step and credit hours.

2. Sick Days Used. Total number of sick days used by members on a particular date.

3. By Date. Total number of personal days used by members on a particular date.

4. Number of Users. Number of members using extended sick leave and number of days used.

5. Number and cost of substitute days.

6. Number and cost of teacher aides.

7. ST-3. End of year spending on every budgetary item as per ST-3 form, which will be available at the end of the fiscal year.

8. Teacher/pupil ratio.


The Association shall pay the clerical cost to collect and compile such information only when such information has not been previously compiled by the Superintendent for his/her use.

F. Reduction in Force. Teachers excessed as a result of reduction in force shall be given preference for positions as regular substitutes as they occur in the succeeding year. No appointment as a regular substitute will be made until the position incumbent begins his/her sabbatical or unpaid leave. Seniority as determined by the member's position on the "P.E.L." and certification shall determine the order of Appointment of excessed teachers to positions as regular substitutes in their tenure area. Certification shall be defined in the Commissioner's Regulations. Preference shall be given
for a period not to exceed seven (7) years from the date of excessing. Service in the position of regular substitute will not accumulate previously established seniority.

Procedures for appointment as a regular substitute will be as follows:

1. **Notification.** The Director of Staff Personnel will notify in writing those excessed teachers eligible for assignment as a regular substitute or as itinerant substitutes leading to appointment as a regular substitute. This will be done when the Director of Staff personnel has received, in writing, notification from the position incumbent that a sabbatical or unpaid leave will be requested and the exact date the leave is to begin.

2. **Notice of Acceptance.** During the work year the excessed teacher receiving a notice must respond within five (5) work days as to accepting or refusing the regular substitute or itinerant substitute assignment. For the period beginning July 1 through August 15, the excessed teacher must reply within ten (10) work days after delivery of certified notice.

3. **Termination.** If the assignment terminates before the end of the school year in which it is served, that person will go back on the list of eligibles and be properly notified of additional assignments when they became available.

4. A teacher on a preferred eligibility list does not have recall rights to a temporary or long term substitute position outside of his/her tenure area (Arbitration Case # 15-39-0631-82); (Art. VII F); (Education Law of the State of New York).

5. **Positions as of June 30.** The Director of Staff Personnel will send written notification to those teachers to be excessed as of June 30th of the present school year to inform them of their assignment to available leave positions for the new school year by June 30th. Copies of the notice will be sent to the President of the Association.

G. **Salary Determination.** A regular substitute is a substitute who is appointed by the Board of Education to take the place of a teacher on unpaid leave. If a regular substitute is given an assignment in which an incumbent is on a sabbatical or unpaid leave, the salary will be the negotiated salary schedule for years of service and degree status.
H. Promotions. All vacancies in promotional positions shall be posted in each school and the job description for any such positions shall be available in the Administrative office of each school.

I. Regular Substitutes (Long Term Substitutes).
   1. It is the goal of the parties to appoint members of the bargaining unit to regular substitute and probationary positions. Vacancies in the long term substitutes positions shall be filled from the pool of available long term substitutes who possess the necessary certification and have the recommendation of the principal where the long term substitute service was rendered. Vacancies in probationary positions will be filled from the pool of long term substitutes who have the approval of the principal where their long term substitute service was rendered and the approval of the Superintendent of Schools.

   2. Regular/Long term substitutes are eligible to accumulate sick leave (June 1978 Grievance settlement).

   3. Long term substitutes, who are working at the end of the school year and are re-hired for September 1st, will have paid health insurance for July and August.

J. The parties recognize the decision of the District not to extend a temporary appointment is not a violation of the collective negotiations agreement (Grievance 1-79).

K. Use of Facilities. The Association, in furtherance of its business shall be permitted use of:
   1. Teacher mailboxes

   2. Designated teacher bulletin boards

   3. School building facilities, pursuant to a building permit for meetings and conferences of members and/or committees.

L. Association Days. The Superintendent will make available a total of 20 work days to the Association for conducting of Association business. It is understood by the parties that these days are not for business conducted in the District. The President of the Association will notify the Superintendent at least 10 days, when possible, in advance of any days to be taken and the names of persons using the days. It is assumed the days are used for state or national meetings, PERB hearings, and conferences. No reimbursement for expenses will be made by the District.
M. **Joint Safety Committee.** The parties agree to establish a two person Joint Safety Committee. One member shall be selected by the District and the other shall be selected by the Association. A CSEA member may join the committee. In that case, a second District representative shall be a member.

The purpose of this committee shall be to monitor the working conditions that may effect the health and safety of the school environment for the sole purpose of providing as safe a healthful work and learning environment as possible. In order to achieve its purpose the committee will:

1. Review current safety procedures and make recommendations to the Superintendent of Schools.

2. At the written request of the Association, review incidents which result in injuries, illness or death and make recommendations to the Superintendent of Schools.

3. Review plans for proposed projects which may have an impact of the health and safety environment and make recommendations to the Superintendent of Schools where warranted.

4. Make available Material Safety Data Sheets according to applicable laws and regulations and at other times when the committee foresees the potential for a risk to the safety of the work environment.
ARTICLE VIII - Transfer

A. Definition of Transfer

1. Majority Assignment. A transfer is to be considered as a move from a majority assignment (51% or more) in one building to a majority assignment (51% or more) in another building. For transfer purposes, if a teacher does not have a majority assignment, the District shall designate one building as the majority. This will be done each year by October 15th.

2. Organizational Changes. If an entire grade, special education class or program is moved, this will be considered to be a reassignment, not a transfer for staffing purposes.

B. Posting. The parties agree to the mutual goal of posting available assignments in accordance with the following procedures:

1. Origin of Position. Available assignments resulting from resignation, retirement, excessing and approved leaves of absence will be posted after the within-building shifts, if any, have been made. In building shifts can only take place prior to the beginning of the entire transfer procedure.

2. Article VIII - Transfer paragraph B (1) states in part that "In building shifts can only take place prior to the beginning of the entire transfer procedure". In the case of a position which first becomes available for transfer due to the reasons outlined in Art. VII B. between the beginning of the transfer procedure and August 1st, (example, a resignation tendered on May 1st, effective June 1st) the entire transfer process for this specific posting begins when the opening first comes available and in building shifts may occur before the position is posted. (Art. VII B. 1).

3. The District will post all positions available for transfer by May 15th. Any resultant change in assignment will take effect the following September 1st. Copies of the postings will be sent to each school building in the District and the President of the WSTA, Inc.

4. The District will notify the President of the WSTA, Inc. of positions which become available for transfer between May 15th and August 1st. It shall be responsibility of the Association to notify members of the negotiating unit of such available positions. Positions available for transfer will be those identified in Paragraph 1 of this Article VIII B.

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5. Positions which become available for transfer between August 1st and the end of the school year will be filled by the District on a temporary basis, pending the postings and assignment provisions of Article VIII B2 above.

6. P.E.L. and Reshuffled Assignments which become available due to resignation, retirement, death, excessing, leave of absence or creation of new positions will be open for transfer. If the position is not filled by a transfer from within the bargaining unit, the position will be filled in order from the P.E.L., past reshuffled members or a new hire.

7. Effect of Excessing. A teacher who has previously been involuntarily moved out of his/her original subject area (due to layoff procedures prescribed by Education Law) shall not have the right to transfer if it would result in the excessing of a probationary teacher.

8. Promotional Postings. The District shall be required to post vacancies for in-building promotional positions (e.g., dept. chair) only in the building where the vacancy exists.

C. Voluntary Transfer.

1. Criteria. In the determination of voluntary transfers, the Superintendent shall take into consideration certification, experience, the last three annual evaluations, additional training and seniority. These factors shall be applied progressively. A candidate must be certified to teach the subject where the vacancy exists. In-district experience is compared at the following levels: K-3, 4-6, 7-8 and 9-12. Relevant teaching experience in another school district shall be considered as additional training for this clause.

2. Criteria – Special Areas (Health, Business, Home and Careers, Special Education, Art, Music and Physical Education, and Technology). In the determination of voluntary transfers, the Superintendent shall take into consideration certification, experience (compared at levels K-6 and 7-12), the last three annual evaluations,
additional training, and seniority. These factors shall be applied progressively. A teacher must be certified to teach the subject where the vacancy exists. Relevant teaching experience in another school district shall be considered as additional training for this clause.

3. Required Interview. In the event one (1) teacher requests a specific transfer, the building principal shall interview the teacher. The District may select the teacher or select an external candidate.

4. Rule of Two. If there is more than one teacher request for a specific transfer, then the District must select from those teachers according to Section C Paragraph 1 above. In the event, that declination and/or withdrawal results in one candidate in the transfer pool rule C.3. will apply.

D. Involuntary Transfer.

1. Purpose of Transfer. The District shall make every effort to avoid the use of involuntary transfers. Involuntary transfers will not be punitive or used as a disciplinary measure.

2. District Rights. The District shall have the right to involuntary transfer a teacher:
   a) Scheduling Needs. For demonstrated academic need which cannot be resolved by reasonable scheduling changes.
   b) Level of Instruction. When a change in building assignment is necessary to improve the level of instruction of the teacher. Prior to making such a transfer the District will attempt to provide constructive direction to assist the teacher to improve the level of their instruction. The teacher will be given the opportunity to transfer voluntarily. Constructive direction means that the administration will develop an improvement plan with specific targets for improvement.

1) Reasons for Transfer. Prior to the effective date of the transfer, the Superintendent of Schools will meet with the teacher (if requested) to discuss the reasons for the transfer.
2) Notification of WSTA. Prior to such involuntary transfers, the District shall notify the WSTA of its intention to implement the transfer.

c) Changes in Staffing Patterns. When the number of teachers assigned to a building exceeds the staffing needs of the building for the next school year.

1) Volunteers. Volunteers will first be sought as per Section C above.

2) Rescinded Transfer. If an involuntary transfer which was created by staffing needs becomes unnecessary (prior to September 1) due to staffing changes resulting from resignation, leave of absence, retirement, death, or other changes in staffing needs, the involuntary transfer will be rescinded. Least senior members without a job assignment, who have requested voluntary transfer may rescind their voluntary requests and remain in their original building if an opening becomes available.

3) Process K-6. If the transfer is due to conditions as described in 'C' above, then the District will transfer from the particular building requiring the transfer the least senior person.

4) Process 7-12 or K-12. If the transfer is due to conditions as described in 'C' above, then the District will transfer from the particular building requiring the transfer the least senior person in K-12 or 7-12.
ARTICLE IX - Grievance Procedure

A. **Definition.** A grievance is a claim by a member that as to him/her, or by members that as to them or by the Association that there has been a violation, misinterpretation or inequitable application of this Agreement.

B. **Representation.** An aggrieved party shall be represented in all steps of the Grievance Procedure as hereinafter set forth.

C. **Immediate Supervisor.** For purposes of this Article, "Immediate Supervisor" shall mean a "Building Principal, or Principals" when the aggrieved is a member, or a group of members, and the "Superintendent" when the aggrieved is the Association.

D. **Time Limits.** A written grievance must be submitted at Step 1 within forty (40) school days of any violation.

E. **Meet with Supervisor.** An aggrieved party may first meet with his/her immediate supervisor to discuss his/her grievance or may move directly to Step 1 of the Grievance Procedure, or to Step 2 when the Association is the aggrieved party, as hereinafter set forth. The aggrieved party may be accompanied by his/her Grievance Committee Chairperson as this informal discussion with his/her immediate supervisor.

F. **Procedures.** The Grievance Procedure shall be as follows:

   **Step 1.**
   If a grievance is not resolved at the discussion level, or if an aggrieved member has moved initially to this Step 1, the grievance shall be reduced to writing by a Grievance Committee on a form to be prepared by the parties and shall be submitted by him to the aggrieved's immediate supervisor. A meeting of the immediate supervisor and the Grievance Committee Chairperson shall be mutually convened within five (5) school days after submission of the written grievance to the immediate supervisor. The Grievance Committee Chairperson may be accompanied by the aggrieved party at this Step 1. Within five (5) days after such meeting, the
immediate supervisor shall submit a written reply to the Grievance Committee Chairperson.

Step 2.
If the grievance is not resolved by the immediate supervisor, or when the Association is the aggrieved, the Association may request a meeting of the Superintendent and the Chairperson of the Association's Grievance Committee. If the Superintendent agrees to such a meeting, it shall be mutually convened within five (5) school days of written notice to the Superintendent. When the Association is the aggrieved such notice shall set forth the nature and details of the grievance. At such a meeting, the Association shall be represented by its Grievance Committee Chairperson who may be accompanied by a designee of the Association. The Superintendent shall represent the School District and he may be accompanied by any one (1) person designated by him/her. Within five (5) school days of such a meeting, as aforesaid, or in the absence of a meeting, within five (5) school days of notice as aforesaid, the Superintendent shall reply in writing to the grievance and shall submit said reply to the Chairperson of the Grievance Committee of the Association.

Step 3.
If a grievance is not resolved as aforesaid, arbitration may be requested in writing by the Association by a communication from its President, or his/her designee, to the Superintendent and the grievance shall then be submitted to final and binding arbitration. A request for arbitration shall be made ten (10) school days after receipt by the Association of the Step 2 written reply by the Superintendent.

The arbitrator may be selected by mutual agreement of the Association and the Superintendent. Failing mutual agreement the parties shall be bound by the selection process and rules of the American Arbitration Association (AAA) in the selection of an arbitrator and in the arbitration itself. The costs of the services of the arbitrator will be borne equally by the parties. The arbitrator shall have no power, or authority to add to, subtract from or modify this Agreement, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
G. **Non-Interference.** No aggrieved party shall be restrained, coerced, interfered with, discriminated against, or suffer any reprisal whatsoever from the use of, or recourse to the aforementioned Grievance Procedure.

H. **Definition of Days.** The word "days" (with the exception of weekends and holidays) shall be substituted for the words "school days" in Paragraph 'F' of the Article whenever a grievance cannot be processed to completion before the expiration of the school year.
ARTICLE X - Health Insurance

A. Benefit Trust Agreement. The Benefit Trust, a Trust established under the laws of the State of New York pursuant to a written Trust Agreement (the "Trust Agreement hereafter) dated October 1, 1991, and with Trustees appointed solely by the Association operated entirely by the Association shall be responsible for providing health and dental insurance for certified full-time and part-time employees (at least .5) who are bound by the Association Bargaining Agreement and its retirees with an effective date of July 1, 1991. Retirees with an effective date of retirement prior to July 1, 1991 will be (and have been) given a one-time-only irrevocable choice of remaining under the District’s plan or switching coverage to the Benefit Trust.

B. No Responsibility. Other than the payment of the contributions specified below in Paragraphs E, F, and G, the District shall have no responsibility for furnishing health, dental, or other insurance to members of or retirees from the bargaining unit.

C. Modifications. The Trust Agreement, and any modifications of addendum thereto, will be submitted to the District solely for the purpose of ascertaining that the purposes and operation of the Benefit Fund comply with the requirements of the Collective Bargaining Agreement.

D. Annual Report. The Benefit Trust Trustees shall furnish two (2) copies of their annual report of financial operations to the District solely for the purpose of satisfying the District’s need to know that the public monies contributed to the Fund have been expended solely for the purposes consistent with this Collective Bargaining Agreement. (For the same purpose, the Fund Trustees shall make the books of the Fund available for inspection by the Superintendent, or his/her designee, at a reasonable time and place agreed upon by both parties).

E. District Contributions. The amount contributed by the District to the Benefit Trust for each member (not retiree) appointed half-time or more shall be:
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Per Month</th>
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<tbody>
<tr>
<td>July 1, 2003</td>
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<td>$670.00</td>
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<tr>
<td>January 1, 2011</td>
<td>$730.00</td>
</tr>
</tbody>
</table>

The spouse and dependents of a member who dies while in service will be eligible to receive paid health insurance for a period of six (6) months following the death. Effective upon the execution of the new agreement (November 2, 2004), the spouse and dependents (as defined in IRS Form 1040) of a member who dies while in service will be eligible to utilize accumulated sick leave to receive paid health insurance benefits under the terms of Article X, paragraph 1.

F. **Expiration.** Should the parties fail to reach agreement on a successor Collective Bargaining Agreement prior to the expiration of this Collective Bargaining Agreement, the District's contributions to the Benefit Trust shall continue at the contribution rate per teacher in effect on the last day of the Collective Bargaining Agreement until such time as a successor Collective Bargaining Agreement is reached.

G. **"Funded Retirees".** Those retirees who by this Collective Bargaining Agreement received monies from the District to purchase health insurance after retirement are called “Funded Retirees”. They shall have an amount equal to the cost of their coverage deducted from their accounts and transmitted to the Benefit Trust on a monthly basis. The District shall have no obligation to furnish health or dental insurance to teacher retirees with an effective retirement date of October 1, 1992 or after. "Retirees" may also elect to have 70% of the lump sum amount resulting from the conversion of their accumulated sick leave pursuant to Section I of this Article X forwarded directly to the Benefit Trust for use by the individual for medical expenses under the IRS guidelines for medical reimbursement. Effective upon ratification of this Agreement (November 2, 2004) substitute 95% for 70%.

H. **District Contributions and Billing.**

1. **Contributions.** District contributions to the Benefit Trust will be made on the first day of the month.

2. **Billing.** Billing information, including total number of covered members, covered retirees (by name and amount), and any changes (by name and amount), shall be furnished to the District by the 15th of the month prior to when payment is due. Any member (including new employees) who is employed by the District on the
15th day of the month shall be included for billing purposes. Conversely, any member who resigns, retires, or takes an unpaid leave of absence on or before the 15th day of the month shall not be included in the billing. When necessary, the credits and adjustments shall be made in the month following the addition or deletion of covered members.

I. **Accumulated Sick Leave** will be converted to a lump sum account which shall be payable to the Benefit Trust per Paragraph G, above. The following preconditions shall apply:

1. **Vesting.** Retirees must have credited sixteen (16) years of actual paid teaching in the District exclusive of unpaid leave.

2. **Notification.** Members must submit a letter of separation to the District not later than four (4) months prior to the effective date of separation (e.g. March 1 for July 1 separation). The District and the Association may waive this time notification in appropriate cases. This requirement will be waived in cases of verifiable serious illness or disability of the member or spouse.

3. Amounts contributed will be as follows (Conversion Method I or Conversion Method II):

   a) **Conversion Method I:**

      1) **Calculation.** The number of accumulated days multiplied by per diem rate to a maximum of $7,000 effective July 1, 2000 and $8,000 effective July 1, 2001 shall be the total value of the benefit.

      2) **180 Days.** Any teacher with at least 180 days of accumulated sick time at the time of retirement shall receive an additional $1,500 effective July 1, 2000 and $2,000 effective July 1, 2001.

      3) **Retirement.** All days accumulated in eight service years prior to retirement shall be converted as follows:
1 - 30 days - $45 each $1350 maximum plus
31 - 60 days - $60 each $1800 maximum plus
61 - 90 days - $75 each $2250 maximum plus
91 - 120 days - $90 each $2700 maximum plus

OR
b) Conversion Method II:
   1) The number of total accumulated sick leave days multiplied by $60.00 per day for a maximum of 200 days. Effective upon the ratification of this Agreement (November 2, 2004), substitute $65 for $60. Effective July 1, 2008 the number of total accumulated sick leave days multiplied by $70.00 per day for a maximum of 200 days and effective July 1, 2010 $75.00 per day.

   2) Days accumulated in the last ten years of service prior to retirement shall be converted at the rate of $70 per day not to exceed $8,400.00. Effective upon the ratification of this Agreement (November 2, 2004), substitute $80 for $70 and substitute $12,400 for $8,400. Effective July 1, 2008 days accumulated in the last ten years of service prior to retirement shall be converted at the rate of $90.00 per day not to exceed $13,500; effective July 1, 2010, $100 per day not to exceed $15,000.

4. Separation from District. Employees who elect to separate from the District prior to or at the conclusion of the academic year when they first become eligible for a retirement benefit, under the terms of the New York State Teachers' Retirement System, without a penalty, shall be entitled to an additional $5,000.00 in contribution to the Trust to cover expenditures for health care coverage in retirement. Employees, who are currently, or will become eligible for retirement during the 2002-2003 school year, will be eligible for the benefit provided under this Section I, Paragraph 3 (a) or (b), only if they notify the District on or before April 11, 2003 of their intent to retire effective July 1, 2003.

   For those employees who retire between July 1, 2003 and July 1, 2006, the District will calculate the benefit the 1999-2003 agreement and benefits contained in
Paragraph 3 (a) and (b) above and pay the higher benefit. The individuals taking the Sick Leave Conversion Formula from the 1999-2003 Agreement will still be eligible under Paragraph 4 above.

5. Availability. This account shall be available to the retiree until the total amount converted pursuant to Paragraph I, of this section is exhausted. The spouse and dependents of a "covered retiree" who dies shall be eligible to receive paid health insurance for a period of six months or until the fund is depleted, whichever occurs first. Effective upon the ratification of this Agreement (November 2, 2004), this account shall be available to the retiree until the total amount converted pursuant to Paragraph I, of this section is exhausted. The spouse and dependents (as defined by IRS Code on Form 1040) of a "covered retiree" who dies shall be eligible to receive paid health insurance until the member's account is exhausted.

6. Deferment. A teacher may elect to have this benefit deferred until such time that the member chooses to initiate the benefit.

J. Excessed Teacher Eligibility. Teachers excessed as a result of reduction in force shall be eligible to buy into and continue in the Benefit Trust group health insurance at the expense of the excessed teachers for a maximum period of eighteen (18) months; provided, however, that the District shall pay fifty (50%) percent of the cost for the first year only.

K. District Duties. It shall be the responsibility of the District to:
   1. Information. Provide the Benefit Trust, in a timely manner, the names, addresses and phone numbers of all new employees who qualify for benefits under A above.
   2. Notification. Notify the Benefit Trust of any C.O.B.R.A. qualifying events, of which it has knowledge, which may impact on insurance coverage.
   3. Distribute Enrollment forms to new employees as well as those returning from unpaid leave.
   4. Forward Payroll information in alpha (not numeric) order, if possible.
   5. Retiree Payments. Make a separate payment, to the Benefit Trust, for "Funded Retirees".

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6. **Notification.** Notify the Benefit Trust, in a timely manner, when employees are entitled to insurance (as outlined in Section E above), begin unpaid leave, retire or are excessed.

7. **Disclaimer.** No action by the District pursuant to this Section shall constitute the operation or maintenance of a group health plan by the District so as to make it subject to the provisions of COBRA (42 USC 300bb-1, et seq).

I. **125 Plan.** The parties agree to establish a Section 125 Plan. All administrative costs shall be borne by the West Seneca Teachers Association, Inc. Benefit Trust Fund. Any FICA savings accruing to the District will be evenly divided between the District and the West Seneca Teachers Association, Inc. Benefit Trust Fund.

M. Long term substitutes, who are working at the end of the school year and are re-hired for September 1st, will have paid health insurance for July and August.
ARTICLE XI - Sick, Personal, Bereavement Leave & Special Purpose Leave

A. Sick Leave

1. 12 Sick Days. Each member, other than Summer School Teachers, shall be allowed sick leave without loss of salary for twelve (12) working days in each year of service on account of personal sickness or physical disability. If a member, other than Summer School Teachers, does not use the full amount of sick leave allowed in any year of service, the amount not used shall be accumulated from year to year and used, if needed up to a maximum of two hundred (200) working days. Necessary absences due to medical appointments on account of personal sickness or physical disability shall be deducted from sick leave.

2. The parties recognize emotional stress, as substantiated by a physician, as a legitimate reason for requesting sick leave (Arbitration Case 80 0298).

3. Members of the bargaining unit who change job assignments (example teacher assistant to teacher) maintain their accumulated sick leave (Arbitration Case # 15-390-00143-98).

4. Family Sick Days. Each member, other than Summer School Teachers, shall be allowed to designate five sick days per year as days of immediate family illness. Immediate family shall be defined in Article XI - C. 1. Necessary absences due to medical appointments on account of family illness or physical disability shall be deducted from family sick days.

5. Sick Leave Bank. A Sick Leave Bank shall be established for use by any member of the negotiating unit except part-time, regular substitute and summer school personnel whose accumulated sick leave has been exhausted as a result of a long-term personal disability illness or injury including childbirth.

   Review Committee: A mutually representative Committee shall be established (three (3) Association and two (2) District representatives) to review and approve or disapprove requests for withdrawal from the Bank, keep records of membership, and maintain an appropriate level of
days (not to exceed one thousand two hundred (1,200) for the use in the Bank. The Review Committee shall require all members of the bank to contribute two (2) days in addition to their initial and any other previous contributions whenever the Committee, as a whole, believes there to be a need.

Membership: Membership in the bank shall be available to members of the negotiating unit. New employees shall be eligible for membership after one school year and one day of employment. A negotiating unit member shall be given only one opportunity to join the Bank. The sign-up period will be established by the Joint Committee. Once a member withdraws from the Bank he/she will not be permitted to rejoin. Effective upon the ratification of this Agreement (November 2, 2004) eligible employees who missed or declined to join the bank upon initial eligibility would be allowed a one time option to join.

Contributions: Upon becoming a member of the Bank, each eligible employee shall initially contribute two (2) sick leave days from his/her sick leave accumulation to initiate his/her membership. The form attached, as Appendix A of this Agreement must be submitted to the Superintendent's office and the President of WSTA, Inc. on or before October 1 of the first year of eligibility. When the Bank's accumulation reaches one thousand two hundred (1,200) leave days, only new employees may contribute to the Bank during the school year. If the Bank falls below four hundred (400) days, the Bank will require contributions from all members not to exceed one day from each member's accumulated sick leave. Where the number of days in the Bank exceeds one thousand one hundred (1,100) during a given year following such employee contributions, only the contributions required of the new employees who wish to join the Bank will be accepted until such time as the balance again falls below four hundred (400).

Withdrawals: Members of the Bank may request a withdrawal from the Review Committee upon exhausting all accumulated sick and personal leave. Withdrawals may only be made in connection with a long-term personal disability, illness or injury including childbirth. This shall not include disability illness or injury of another person in a
member’s family or time taken to assist such other family members. In the event a Bank member is incapacitated and unable to request a withdrawal for himself, a member of the member’s family or other duly authorized person acceptable to the Review Committee may prepare a sick leave withdrawal request.

Each withdrawal request must be accompanied by a statement signed by a physician, confirming the nature of the illness and the anticipated duration of the disability, plus an agreement in a form provided by the District, including a promissory note, requiring that the days being loaned (or their monetary value) will be repaid in full.

A Bank member may be requested to undergo medical review by a physician, selected by the Committee at the expense of the Association’s Benefit Trust Fund. Failure to comply with such a request shall result in disapproval of the withdrawal. A Bank member shall not receive a withdrawal of more than forty (40) days at one time. Additional leave requests may be made by a member after the forty (40) day grant, but they must be resubmitted to the Committee for review along with an appropriate physician’s statement in support of the additional leave requested.

The Committee has the right to disapprove a sick leave withdrawal request for appropriate reasons, including improper use of accumulated sick leave by the member which has resulted in the docking of daily salary.

A maximum of eighty (80) days may be drawn by any one unit member from the Bank for any incident or illness. A member shall be required to return to active service for a period of not less than thirty (30) consecutive workdays before becoming eligible to utilize Sick Leave Bank benefits. The Committee may waive this thirty (30) day period in cases of recurrence of an illness for which it
previously approved a withdrawal from the Bank. However, the eighty (80) day maximum will be in effect.

Upon return from Sick Leave in which Bank days were used, the member will be granted two (2) sick days and two (2) personal days from the Bank for use during the school year of their return. These days will not be added to the member's accumulated Sick Leave if not used.

Upon return to active duty, a member must repay the days withdrawn from the Bank. The repayment from July 1, 2003 through November 2, 2004 will be at the rate of six (6) sick leave days per year until the loan is repaid. Effective November 2, 2004, the repayment rate will be six (6) days per year for individuals who owe less than 30 days and 10 days per year for individuals who owe more than 30 days. If a member does not return to active service in the District, or separates from the District's employ prior to full repayment, the member will pay the District the monetary value of the balance of the days owed, and the District shall restore said balance to the Bank upon receiving payment thereof.

The District may enforce its right to payment hereunder by either offsetting the amount due from any moneys due the member from the District upon separation and/or by a legal proceeding to collect any balance due under the promissory note executed by the member as a condition to receiving the loan.

Annually in October, the Committee shall report to the members and the Superintendent on the status of the fund. The report shall include: number of participants, total days in the fund, number of new members, number of withdrawals and total number of days withdrawn in the previous year.

An employee's membership in the Bank shall terminate upon the employee's termination of employment, or failure to contribute to the Bank as required. Any days contributed by the employee to that point shall remain the property of the Bank.
6. **Sick Leave.** Each member assigned as a Summer School Teacher shall be allowed sick leave without loss of salary for one (1) working day each summer school session on account of personal sickness or physical disability. Such sick leave shall be for the current summer school session only and shall be non-cumulative.

7. **Travel.** If a member finds it necessary to travel away from his/her home or place of confinement while on sick leave, he shall be examined by a school physician prior to the anticipated travel in order to continue to be entitled to sick leave without loss of salary. If the school physician confirms the necessity of travel for specific medical reasons, sick leave without loss of salary shall be continued as provided above. If the school physician fails to confirm the necessity of travel for specific medical reasons, no salary will be paid to the member from the date travel commences until the date of return to the performance of his/her assigned duties.

8. **Return of Sick Days.** The member will be paid in the event of any injury suffered on school premises or in line of duty covered by Worker's Compensation, his/her regular pay and benefit to the extent of his/her unused sick leave. Upon return of the member to employment and the termination of payment to Worker's Compensation benefits, the unused sick leave at the time of injury shall be reinstated.

The District will be entitled to be reimbursed from the compensation award to an amount not to exceed the monies paid for sick leave salary.

**B. Personal Leave.**

1. **Allowance.** In addition to other types of leave provided for in this contract each member, other than Summer School Teachers, shall be allowed three (3) days of personal leave with pay in each school year. A written request for such personal leave shall be submitted to the building principal on the proper form for approval. In case of emergency, such request and approval of request may be oral, but the approval shall be confirmed on the proper form upon return to work. The District shall
reserve the right to limit the number of teachers absent "without reason" to five percent (5%) of the membership bargaining unit. Requests will be honored in the order in which they are received commencing with the first teacher attendance day.

2. **Prohibitions.** Personal leave is not to be used for:
   a) Recreation or vacation, or
   b) Work at another job or in an activity intended to benefit the teacher financially.

3. **Accrual.** Any unused personal leave day shall be credited to the member's accumulated sick leave at the end of each year.

4. **Teacher Choice.** Two of the three personal days will be granted based solely on the need as determined by the teacher. These two "without reason" days may not be taken in succession. The District shall reserve the right to limit the number of teachers absent under this clause to five percent (5%) of the membership of the bargaining unit. Requests will be honored in the order in which they are received commencing with the first teacher attendance day. However, the total number of teachers absent for personal leave on any given date may be more than 5% including days taken under '2' above.

5. The District agrees to treat a subpoenaed court appearance as jury duty (does not count against personal leave time) (Grievance 9-90).

C. **Bereavement Leave.**

1. **Bereavement.** In addition to other types of leave provided for in this contract, each member, other than Summer School Teachers, shall be granted leave with pay for a maximum of five (5) working days falling within the seven (7) calendar days following the date of death of a member of the immediate family. "Immediate family," for the purpose of this Section, shall include the member's spouse, child, stepchild, grandchild, parent, stepparent, parent-in-law, brother, sister, daughter-in-law, son-in-law, or any other relative permanently residing in the same household as the member.
2. **Funeral.** Each member, other than Summer School Teachers, shall be granted leave with pay for one day for attendance at the funeral service of any of the following relatives: grandparent, step grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

D. **Special Purpose Leave**

1. **Terms.** A one (1) year (Sept 1st - June 30th) nonrenewable leave may be granted by the Superintendent upon a written request for such leave which must state a reason. Granting the leave shall be in a non-discriminating manner and shall not be arbitrarily denied.

2. **Timing.** The request must be submitted not less than sixty (60) days (excluding July and August) prior to the beginning date of the leave.

3. **Pay.** No compensation or benefits will be made available while the member is on leave.

4. **Restrictions.** The leave cannot be used to extend other leaves of absence the member may be currently exercising.

5. **Additional Restrictions.** The number of leaves granted under this provision shall not exceed one and one half per cent (1.5%) of the bargaining unit membership.
ARTICLE XII – Unpaid Leave

A member shall be entitled to an unpaid family or medical leave as follows:

A. **Beginning of Unpaid Leave.** Such leave shall begin when the member exhausts or is not eligible for paid leave as provided under Article XI. It shall be used for personal illness, family illness (spouse, parent, or a person permanently residing in the member’s household), or to care for the member’s child /children.

B. **Requesting Leave.** The member shall request the leave as soon as he/she determines the leave shall be necessary, but (except in the case of verifiable, unanticipated circumstances) not less than sixty (60) days before the commencement of the leave. To be eligible for an additional leave hereunder, as distinguished from an extension under Section D (3) of this Article, the member must have been on the District’s active payroll for at least six (6) consecutive months before the commencement of the additional leave.

C. **Terms.** The request for leave shall include a beginning and ending date with the maximum length of such leave being one (1) calendar year.

D. **Members on Leave.**
   1. **Return.** A member on leave may return before the end of his/her unpaid leave by giving his/her immediate supervisor thirty (30) days notice, provided that the members’ return date must coincide with the beginning of the next semester following expiration of the leave. This notice date and the return date may be reduced in the case of verifiable, unanticipated circumstances.

   2. **Same Assignment.** A member who returns to work within six (6) months, or at the beginning of the semester following six (6) months, after taking leave shall be returned to the same assignment the member had at the commencement of the leave.
3. **Extensions.** A member may extend an original leave by providing (30) days notice. In such an instance the length of the entire (original plus extended) leave may not exceed two (2) years and the member’s return date must coincide with the beginning of a semester.

E. **Seniority/Tenure/Salary Advance.** As with all unpaid leaves, time spent on family or medical leave shall not count toward seniority, tenure, or for salary increment purposes. (Note: In order to receive a salary increment, the member must render ninety four (94) days of paid service during the school year.)

F. **Rights.** Nothing in this Article shall deprive the member of any rights provided under the Family Medical Leave Act, provided, however, that any benefits provided by the Act shall run concurrently with any benefits provided by this Article or other parts of this Agreement.
ARTICLE XIII - Sabbatical Leave

A. Rights. Sabbatical leave shall be granted to tenured members.

B. Eligibility. To be eligible for sabbatical leave, a member must meet the following qualifications:
   1. Certification. Permanent certification with at least a bachelor's degree.
   2. Service Credit. Completed a minimum of seven (7) consecutive years of satisfactory service in the School District.
   3. Tenure. Tenure in an instructional area or the current assignment as of the date of commencement of leave.
   4. Purpose. Purpose of leave to be advanced study towards completion of a Master's program, Doctoral program, Post Doctoral program, or a format course of study sponsored by a university, by the State Education's University, by the State Education Department, by the United State Office of Education, or by a private foundation.

C. Process. A member shall apply for such leave as follows:
   1. Application. In writing to the Board through the Building Principal and/or the Superintendent.
   2. Timing. The request is to be submitted at least six (6) months prior to the beginning date of the leave.
   3. Admission Requirement. Admission to a graduate study program must be submitted before final approval of the application is given.

D. Administration. The following operational aspects of the administration of each leave shall apply:
   1. Limitations. A maximum of one and one half (1-1/2%) percent of those eligible or four (4) members, or whatever is greater, may be granted leave in any one (1) year.
2. **Criteria.** Selection shall be based on those applications which show the greatest benefit to the individual and to the school system.

3. **Notification.** Within sixty (60) days after an application is submitted the applicant must be notified of its approval or disapproval. If the application is not approved, the applicant shall be notified in writing as to the reason for disapproval;

4. **Return to Work.** The applicant must agree to return to the West Seneca School System for at least two (2) years upon termination of leave. Monies paid while on leave shall be deemed to be a loan and must be repaid if the above condition is not met. Repayments will be determined as follows: failures to return for a second year, one-half (1/2) leave pay to be repaid.

5. **Duration/Pay.** Sabbatical leave will be granted for one (1) full school year at half pay. Pay periods will correspond with regular payroll periods.

6. **Experience Credit.** Members on leave will be granted experience credit on the salary scale when they return.

E. **Screening.** A screening and selection committee to review all applications will be constituted as follows:

1. **Committee.** Applications will be screened and written recommendations made to the Board by a committee made up of two (2) Board members, the Superintendent and three (3) representatives to be selected by the Association.

2. **Service.** Committee members will serve for one (1) year, but may be re-appointed yearly.

F. **Moratorium.** There shall be no sabbatical leaves granted under this Agreement.
ARTICLE XIV - Dues Deduction

A. Procedures. Salary deductions shall be made for dues for the Association, the American Federation of Teachers, the New York State United Teachers, or any one or more of such associations which a member may authorize. Such deductions shall be transmitted promptly to such association or associations.

B. Forms. Member authorization shall be in writing in the form set forth below.

DESIGNATION & PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name First Initial Building

Address Zip Code

To: THE BOARD OF EDUCATION OF WEST SENECA CENTRAL SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the West Seneca Teachers' Association, Inc. as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such association to deduct from my salary and transmit to the associations indicated below the dues as certified by the respective associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. This authorization shall be continuous while employed in this school system or until withdrawn by written notice.


Employee Signature Date

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C. **Continuous Year to Year.** Such payroll deduction authorization shall continue from year to year as long as the member of the unit is employed by the School District or until withdrawn by written notice as provided in Section I below.

D. **Certified Rate.** Each of the associations named in Section A above shall certify the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board thirty (30) days notice to the effective date of such change.

E. **Installments.** Deductions referred to in Section A shall be made in the following manner: the total annual membership dues for those designated professional associations as mentioned above shall be deducted in twenty (20) equal installments beginning with the first pay period in October.

F. **List From WSTA.** No later than three (3) weeks prior to the end of the first scheduled pay period in October, the Association shall provide the Board with a list and the original signed dues deduction cards of those members who have not previously authorized the Board to deduct for the Association named in Section A.

G. **Authorization.** Additional authorization submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deductions period in equal amount to one twentieth (1/20) of the annual dues for each remaining period.

H. **Verification.** The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to each association for which the deductions have been made. The final transmittal shall be accompanied by a list of the members for whom the deductions have been made, and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the list should show the date of commencement of such deductions.
I. **Withdrawal.** A member may withdraw his/her authorization at any time by written notice to the Board of Education at least two (2) weeks prior to the effective pay period.

J. **Agency Fee.** On and after July 1, 1977, the School District shall deduct an Agency Shop fee from the compensation of employees who are not members of the Association, but are members of the teachers' bargaining unit in an amount equal to the amount of dues payable by a member for the purposes of collective negotiations in accordance with the provisions of Civil Service Law Section 108 as amended. All information to be submitted by the Association.

K. **NYSUT Benefit Trust (N.B.T.)**
   1. **Deductions.** The District will deduct N.B.T. contributions, in the amount designated by the employee, from the salaries of employees who voluntarily execute a N.B.T. deduction form.
   2. **Transmission of Money.** The monies deducted under Section 1 above shall be transmitted by the District to N.B.T. on the pay date that the deduction is made.
   3. **Transmission of List.** The District will transmit to N.B.T. and to the Association a list of the employees for whom deductions were made and the amount of each employee's deduction.
   4. **Address Notice.** The Association will inform the District of the address of NYSUT Benefit Trust.
   5. **Payroll Deduction.** Deductions shall be made from twenty (20) consecutive paychecks between September and June, after the deduction form is filed with the payroll clerk.
   6. **New Deductions.** Deductions based on newly submitted deduction forms will begin after the deduction form is filed with the payroll clerk.
ARTICLE XV - Seniority

In the event of abolition of position, teachers with greatest seniority in the tenure area of the position to be abolished shall be retained.
ARTICLE XVI - School Calendar

A. **Elementary Release Time – End of Year.** If the one hundred eighty (180) day attendance requirement for state aid purposes has been met, elementary school pupils (Grades K-6) shall be dismissed at 12:00 noon for the early shift and 12:30 P.M. for late shift on the three (3) days preceding the last two (2) work days for teachers. The available time on these days shall be devoted to teacher work time. Planning time will be restricted to twenty minutes in the A.M. session.

B. **Elementary Release Time- Quarterly.** One day during the week prior to the issuance of quarterly report cards for the first three quarters of each year, elementary students will be dismissed one half day at 12 PM for the early shift and 12:30 PM for the late shift. Teacher planning time will be limited to twenty (20) minutes in the mornings on those days. The time so made available to teachers on those days will be used for a thirty minute lunch period, not less than two hours of teacher work time, and in the discretion of the building principal, not more than one hour for professional development.

C. **Release Time for IEP’s.** All Special Education teachers/therapists responsible for writing IEP’s shall have one full day of release time for writing up to 15 IEP’s. An additional 1/2 day (1-1/2 days) release time will be given to those teachers responsible for writing between 16 – 22 IEP’s. For those teachers responsible for writing 23 or more IEP’s, an additional 1/2 day or 2 full release days will be granted for all Special Education Teachers involved in IEP writing.

D. **Work Year.**

1. The work year for teachers shall not exceed one hundred eighty nine (189) days between September 1st and June 30th. In addition, the work year for non-tenured teachers shall also include, in the first year of probation, five (5) days between the last teacher workday in June and the first teacher workday in September, in the remainder of probation: three (3) days between the last teacher workday in June and the first teacher workday in September. Probationary teachers shall be paid $12.50 per hour for each hour of attendance on such additional days effective July 1, 2003.

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2. Any work days prior to Labor Day (example Thursday, September 1) shall be discussed with the Association; any work days prior to September 1 shall require the consent of the Association.

3. The last day of work in the school year shall be a half day.


F. **Additional Days.** If because of weather or other school closings, the number of school days remaining in the calendar plus the school days already worked is less than one hundred eighty (180), the District may schedule additional school days which will be worked by the teachers without additional compensation.
ARTICLE XVII – Mentoring

A. **Objective**

The Peer Mentoring Program will be utilized to assist new members of the negotiating unit. The program will provide non-tenured faculty with the opportunity to develop a supportive, collegial relationship with an exemplary educator and to reach the standards of tenure.

B. **Configuration**

1. All new members of the negotiating unit, (excluding teaching assistants and long term substitutes with assignments of less than 5 months), will be assigned a mentor in their first year of employment in West Seneca. The ratio shall be one mentor for every first year employee. The mentor is expected to provide the first year employee with regular and consistent assistance.

2. Non-tenured certificated staff in their 2nd and 3rd year of employment in the District shall be assigned a mentor facilitator. The mentor facilitator is expected to provide monthly or more frequent if warranted, assistance, to the 2nd and 3rd year employees under their charge.

3. There will be one mentor facilitator for every nine 2nd and 3rd year staff members.

C. **Qualifications**

Members who are interested in applying to become Mentors must:

1. Be tenured.
2. Be considered successful in the classroom.
3. Be positive in their interactions with faculty, students and parents.
4. Have demonstrated the effective use of a wide range of instructional strategies.

D. **Selection Process**

1. The principal or administrator shall post and inform, in writing, all of the members of the building of the availability of mentor positions. Applications must be submitted within ten calendar days to the principal.
2. Principals may announce that there are opportunities in their building for mentor/facilitators.

3. Recommendations of individuals to be considered for appointment shall be made by the building principals to the Superintendent or his designee.

4. Final selection of a mentor, mentor/facilitator shall be made by the Superintendent and/or his designee in collaboration with the President of WSTA, Inc., and/or his designee.

5. Mentor/mentor facilitator appointments shall be made on an annual basis and are for a period of one year. Removal of a mentor or mentor/facilitator will not be in an arbitrary or capricious manner.

E. Confidentiality of the Mentoring Process
   1. The mentor/new teacher relationship and/or process shall not be used in decisions relative to retention or dismissal of a probationary employee.

F. Role of the Mentor
   1. Mentors will provide guidance to promote understanding of the following:
      a) Lesson planning and record keeping
      b) Goal Setting Plan, self-reflection (APPR)
      c) Development of professional portfolio
      d) Classroom management and communication skills
      e) Pedagogy and subject matter
      f) NYS Learning Standards and Performance Indicators; Regents requirements
      g) Building and District-level processes, procedures and routines
      h) Other areas as needs arise

2. Activities may include:
   a) Classroom visitations (both ways)
   b) Conferencing
   c) Other
G. **Training**
Prior to the first mentoring assignment, mentors will complete a 5-hour introductory course. These hours will be granted as “ARO” credits.

H. **Compensation**
Members who perform the duties of a mentor or mentor facilitator pursuant to an appointment hereunder will be paid $550.00 per year.
ARTICLE XVIII -
Teaching Assistants, Physical Therapists, Occupational Therapists, Certified Occupational Therapist Assistants
Certified Physical Therapist Assistants
& Part-time Teachers

A. Teaching Assistants.
1. All terms and conditions of this agreement will apply with the following modifications:
   a) Graduate Credit. Teaching Assistants are not eligible for salary credit for graduate study, the $2000 service increment, or sabbatical leave.
   b) Evaluations. There will be three (3) formal evaluations in the first year of employment and two (2) in each subsequent year of employment.
2. Accumulated Sick Leave can be converted to Medical Benefits at retirement pursuant to the Provisions of Article XI.
3. Sick and Personal Leave can be accumulated to a maximum of two hundred (200) days.
4. Seniority.
   a) Teaching Assistant Seniority shall apply in a case of abolition of position. Teaching assistants with the greatest seniority shall be retained. Seniority shall accrue from the date of appointment as per the official minutes of the West Seneca Central School Board of Education.
   b) Excessed Assistants. Consideration shall be given to the employment of excessed teaching assistants as itinerant substitute teachers, provided the teaching assistant meets Education Law requirements for itinerant substitute teachers.
   c) Consideration as Subs. Teaching assistants shall be given consideration for itinerant substitute positions on days during the school year when the teaching assistant program is not in operation.
   d) Inform WSTA. On or about September 15th of a school year the District shall inform the Association of the anticipated number of teaching assistant workdays in the school year.
5. Supervision Pay. A supervision rate of $9 per hour will be paid for attendance at more than one open house.
6. Salary. Salary attached as "Schedule F". The salary schedules for Teaching Assistants contained in Schedule F of the agreement covering September 1, 2005 until June 30, 2006 shall be increased 2.4% for the period
July 1, 2006 until June 30, 2007. The referenced salary schedule shall be increased 2.6% for the period July 1, 2007 to June 30, 2008; 2% effective July 1, 2008; 2% effective July 1, 2009; and 2.2% effective July 1, 2010.

7. Members of the bargaining unit who:
   Have two consecutive above average evaluations, have at least one year of continuous service to the District, have the appropriate certificate and have submitted a timely and complete application folder shall be granted an interview for a specific opening in their area of certification. However, there is not stated or implied commitment on the part of the District to hire said person.

B. Physical Therapists (PT) and Occupational Therapists (OT).
1. All terms and conditions of this Agreement will apply with the following modifications:
   a) Workday - eight (8) hours. Effective July 1, 2007 this modification will be deleted.
   b) Exclusions. Physical Therapists and Occupational Therapists are not eligible for salary credit for graduate study, the $2000 service increment or sabbatical leave. Effective July 1, 2006 this modification will be deleted.

2. Accumulated Sick Leave can be converted to Medical Benefits at retirement pursuant to the provisions of Article X.1.

3. Salary attached as "Schedule G". The salary schedules for Physical Therapists and Occupational Therapists contained in Schedule G of the agreement covering September 1, 2005 until June 30, 2006 shall be increased 2.4% for the period July 1, 2006 until June 30, 2007. The referenced salary schedule shall be increased 2.6% of the period of July 1, 2007 to June 30, 2008, 2% for the period of July 2008 – June 30, 2009, 2% for the period of July 1, 2009 to June 30, 2010 and 2.2% for the period of July 1, 2010 to June 30, 2011.

C. Certified Occupational Therapist Assistants And Certified Physical Therapists.
1. All terms and conditions of this agreement will apply with the following modifications:
   a) Workday - eight (8) hours. Effective July 1, 2007 this modification will be deleted.
b) Overtime. COTAs are to be paid time and one-half of their regular rate after forty (40) hours work per week.

c) Exclusions. Certified Occupational Therapist Assistants are not eligible for salary credit for graduate study, the $2,000 service increment, or sabbatical leave. Effective July 1, 2006 this modification will be deleted.

2. Accumulated Sick Leave can be converted to Medical Benefits at retirement pursuant to the provisions of Article X.I.

3. Salary is shown in “Schedule H”. The salary schedules for Certified Occupational Therapist Assistants and Certified Physical Therapist Assistants contained in Schedule H of the agreement covering September 1, 2005 until June 30, 2006 shall be increased 2.4% for the period July 1, 2006 until June 30, 2007. The referenced salary schedule shall be increased 2.6% for the period July 1, 2007 to June 30, 2008; 2% effective July 1, 2008; 2.2% effective July 1, 2009; and 2.2% effective July 1, 2010.

D. Part-time Teachers Benefits.

1. Part-time employees of .5 or greater shall be entitled to full health and dental insurance under the WSTA Benefit Trust Fund. (Article X - A)

2. Part-time employees shall be entitled to prorated sick leave, personal leave, and bereavement leave equal to their employment.

Examples: A 0.4 FTE everyday teacher is entitled to twelve (12) 0.4 sick days. A teacher who works two days per week and therefore is considered as 0.4 FTE shall be entitled to 4.8 full sick days per year.
ARTICLE XIX - Miscellaneous Provisions

A. **Printing Costs.** Copies of this Agreement shall be printed and reduced to pocket size with cost shared equally by the parties, and distributed to all teachers now employed, or hereinafter employed by the School District.

B. **Modification.** This Agreement may not be modified in whole or in part by the parties except by an instrument in writing executed by both parties, and any departure from any provisions of this contract by either party, or by their officers, agents or representatives, or by members of the Teachers Negotiating Unit, shall not be construed to constitute a continuing waiver of the right to enforce such provisions.

C. **Contrary to Law.** If any provisions of this Agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall be at any time be contrary to law, all other provisions of this contract shall continue in effect.

D. **Supersede.** This Agreement shall supersede all previous or other agreements now or heretofore in effect.


   In each of the school years above, $40,000 of the District's contributions will be spent on training programs, materials and/or equipment related to training.

   Disclosure: A full accounting of the District's allocations is to be provided to the District treasurer by June 30 of each year.

F. **Modifications.** Any of the provisions of Articles VI, VIII, and/or XVI of this Agreement may be modified with respect to teacher working conditions for any particular building if a Joint Committee consisting of three (3) persons appointed by the Association President and three (3) persons appointed by the Superintendent so recommends by consensus in
writing delivered to the Association President and the Superintendent and they both agree to the modification. Request that such a committee be formed for a particular building may be initiated by either the building principal or the Association Building Chairperson. If such a request is made, the Superintendent and the Association President will make their appointments within twenty (20) consecutive calendar days of receiving the request. Such modification shall take effect on the date agreed to by the Association President and the Superintendent and shall continue in effect until modified or abolished by the same method of committee consensus and approval of the Association President and Superintendent.
ARTICLE XX - Duration of Agreement

This Agreement shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2011.

SUBSCRIPTION

IN WITNESS WHEREOF, the parties and their respective representatives have executed this Agreement the 1st day of July 2008.

JEAN M. KOVACH, as Superintendent of the West Seneca Central School District

KEVIN OSINSKI, as President of the West Seneca Teachers Association, Inc.

ATTEST:

School District Clerk

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

WHEREAS, The West Seneca Central School District (hereinafter referred to as the District) and the West Seneca Teachers Association (hereinafter referred to as the Association) are parties to a Collective Negotiations "Agreement" for the period July 1, 2003 and extended through June 30, 2008; and

WHEREAS, Article III Paragraph E of the agreement states the following: "Neither party is obliged to continue any practice or policy except to the extent same is listed in an Appendix to this Agreement to be developed by a committee established by the parties not later than ten (10) days following approval of this Agreement"; and

WHEREAS, authorized representative of the parties have met and come to agreement on the terms and conditions of this Agreement; and

WHEREAS, the District and Association desire to enter into an Agreement consistent with provisions of Article III Paragraph E of the Collective Negotiations Agreement; and

NOW, THEREFORE, the parties agree to the following as the appendix referenced in Article III Paragraph E of the Agreement:

1. Grievance arbitration rulings and settlements to grievances, made subsequent to the execution of this memorandum, will be utilized as past practices of the District and serve as a guide in future discussions; and

2. The District will not arbitrarily fragment full time positions within the bargaining unit to avoid full time appointments (Grievance 00-14); and

3. Teacher Aides and Teacher Assistants may not be assigned bargaining unit work of a teacher, such as study hall or cafeteria supervision, unless under the direction of a teacher (Arbitration Cases 15 390 00786 96 and 15 390 00676 97); and

4. Long term substitutes who are working at the end of the school year and are re-hired for September 1st, will have paid health insurance for July and August; and

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5. The parties recognize the decision of the District not to extend a temporary appointment is not a violation of the Collective Negotiations Agreement (Grievance 1-79); and

6. The District agrees to treat a subpoenaed court appearance as jury duty (does not count against personal leave time) (Grievance 9-90); and

7. Full time replacements for "Teachers on Special Assignment" (TOSA's) shall be probationary appointments; and

8. Credit hours earned prior to the awarding of the Master's degree will not be recognized toward the Master's plus 30 credit hours (Art. IV G.); and

9. The District will provide supplemental support to assist teachers in elementary schools in the "running off or copying" of materials needed for classroom instruction; and

10. Consistent with Article IV Salary paragraph I 20 Year Increment ($2,000) will be paid regardless if the employee does not work the full year in which the payment is requested (Grievance 9-89); (Art. IV I); and

11. In the event an employee is not provided a planning period, upon the request of the teacher, the building administrator will provide equivalent planning time on an mutually agreeable alternative date within ten (10) days of the date in which planning time was not provided (Grievance 1989); (Art. VI C.) and

12. Planning time shall be provided to teachers regardless of student attendance (Arbitration Case 78-0386); (Art VI C.) and

13. Chorus is recognized as a teaching assignment not an extra duty assignment (Arbitration Case 15 390 00137 94); and

14. The parties recognize that a travel assignment is not a special duty assignment under the terms of the Agreement (Arbitration Case 87 0595); (Art VI D) and

15. The parties recognize that the annual professional performance review is the prime measure of work performance; however, it is not the sole measure (Arbitration 77 0384); (Art. VI H.) and
16. Comments on Annual Professional Performance Review reports: Negative comments in regards to employees exercising their rights to file grievances under the terms of the Agreement shall not be made on performance evaluation reports (Grievance 1-90); negative memos citing hearsay and comments regarding work performance beyond the workday will not be referenced on performance evaluation reports (Grievance 9-91); (Art. VI H.) and

17. A summary review evaluation (known as Form B) will be prepared by the Principal(s) and discussed at an annual review meeting with teacher(s) in the following situations:

(a) probationary teachers at the completion of their probationary period;

(b) all other probationary teachers;

(c) long term (regular) substitutes who are working in an assignment for 5 or more consecutive months; and

(d) part-time teachers.

The 'Form-B' will be signed by the Principal and the teacher. The teacher signature is to acknowledge receipt of the document not to signify whether the teacher agrees or disagrees with its content. A copy of the form will be provided to the teacher at the conclusion of the meeting. (Article VI H. 14); and

18. The parties recognize that department chairs are generally retained from year to year; therefore, a performance report must be utilized prior to any decision of the District to dismiss a department chair (Arbitration 83 0652 ; (Art. VI N.) and

19. Individuals will not be assigned the duties of a department chair without compensation (Arbitration Case 15 390 00144) (Art. VI N.); and

20. A teacher on a preferred eligibility list does not have recall rights to a temporary or long term substitute position outside of his/her tenure area (Arbitration Case # 15-39-0631-82); (Art. VII F); (Education Law of the State of New York); and
21. Article VIII - Transfer paragraph B (1) states in part that "In building shifts can only take place prior to the beginning of the entire transfer procedure". In the case of a position which first becomes available for transfer due to the reasons outlined in Art. VII B between the beginning of the transfer procedure and August 1st, (example, a resignation tendered on May 1st, effective June 1st) the entire transfer process for this specific posting begins when the opening first comes available and in building shifts may occur before the position is posted. (Art. VII B. 1) and

22. Regular/Long term substitutes are eligible to accumulate sick leave (June 1978 Grievance settlement); (Art. XI A) and

23. The parties recognize emotional stress, as substantiated by a physician, as a legitimate reason for requesting sick leave (Arbitration Case 80 0298)! (Art. XI A) and

24. Any work days prior to Labor Day (example Thursday September 1) shall be discussed with the Association; any work days prior to September 1 shall require the consent of the Association; (Article XVI d.) and

25. The last day of work in the school year shall be a half day; (Art. XVI d.) and

26. Members of the bargaining unit who change job assignments (example teacher assistant to teacher) maintain their accumulated sick leave (Arbitration Case # 15-390-00143-98) (Article XVIII ); and

27. Members of the bargaining unit changing assignments from teaching assistant to teacher do not transfer service credit for salary step placement (Article XVIII); and

28. A teaching assistant who has rendered service as a long term substitute teacher shall earn teaching assistant salary credit for time earned as a teacher (Article XVIII); and

29. Teachers shall be re-appointed annually to posted summer school positions, for which they apply, unless unfavorable evaluations are given by District Administrators and steps for improvement have not been followed satisfactorily.
In the event a teacher is assigned to teach a Regents course in summer school, which is in their tenure area, but not a course normally taught by the teacher (examples - chemistry teacher assigned to teach Biology or a Global Studies teacher assigned to teach U.S. History and Government), the teacher may not be assigned to teach that course in subsequent summer school session if the students do not demonstrate satisfactory achievement in the summer school course and on the Regents exam. Satisfactory student achievement shall be determined on an individual basis taking into account the comparative results from the same Regents examination and the make up of the class. The District shall conduct a meeting with the teacher to discuss the possibility of their not being re-hired to summer school prior to the next summer’s postings. The member shall have the option of union representation at the meeting; and

30. Those individuals employed in the summer school drivers education program who are assigned to transport vehicles prior to the normal starting time of the workday will be paid the negotiated stipend for the service; (Schedule B) and

31. The District will generally re-appoint coaches who are members of the bargaining unit unless they have received unfavorable evaluations by district administrators and the agreed upon steps for improvement have not been met; (Schedule B) and

32. The District will annually post coaching positions not held by bargaining unit members (Grievance 9-89); (Schedule B) and

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below:

For the Association:

Mr. Kevin Osinski, President
West Seneca Teachers Association

For the District:

Mr. James Adkins, President
West Seneca Central School District

Mr. James Adkins, President
West Seneca Central School District

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below:

For the Association:

Mr. Kevin Osinski, President
West Seneca Teachers Association

For the District:

Mr. James Adkins, President
West Seneca Central School District

Signed.

Date: ________________ Date: ________________
CROSS COUNTRY

An Agreement between the West Seneca Central School District and the West Seneca Teachers Association, Inc.

1. Due to declining student participation, the District and the WSTA, Inc. agree to the combining of the boys and girls varsity cross country programs at both East and West Senior High School.

2. Each high school shall have a head Cross Country Coach paid at level 2 and an assistant Cross Country Coach paid at level 3.

3. If student participation increases to over 10 boys and 10 girls at each high school, the parties shall explore the possibility of re-establishing a separate boys and girls program at each high school.

4. The District agrees to establish both a boys and girls modified lacrosse program at each Senior High School.

For the Association: For the District:

[Signatures]

BY: Mr. Kirchowiak, President
West Seneca Teachers Association

July 21, 2005
Date

July 21, 2005
Date
EVALUATION OF COACHES

AN AGREEMENT BETWEEN THE WSTA, INC. AND
THE WEST SENECA CENTRAL SCHOOL DISTRICT

1. The District will generally re-appoint coaches who are
members of the bargaining unit unless they have received
unfavorable evaluation by the District administrators and the
agreed upon steps for improvement have not been met. Past
Practices #31

2. The evaluation of coaches shall be governed by the APPR
procedures agreed to by the parties.

3. The Director of Athletics will be responsible for the
evaluation of all coaches.
   a. The Athletic Coach Performance Evaluation shall be used
to evaluate all coaches.
   b. Prior to adaptation of a "Plan for Improvement" for a
specific coach, the Director of Athletics must conduct at
least two on site evaluations and complete the athletic
coach performance evaluation form of the coach in question.
   c. Plan of Improvement must follow the guidelines
established in the APPR (page 5 and 28 of APPR).
   d. The steps for improvement must be reasonable, shall be
the responsibility of the evaluator and the coach to
establish an agreed upon length of time within which
the differences may be corrected prior to the next
observation-evaluation. (Page 23 #7 of CBA).

4. The Evaluation of Coaches shall be part of the CBA between
the parties and subject to the grievance procedure contained
therein.

5. The parties acknowledge Schedule D.5. - The District agrees
to employ members of the bargaining unit represented by
the WSTA, Inc. as athletic coaches (page 93 of CBA).

For the Association

For the District:

July 21, 2005
Date

July 21, 2005
Date
MEMORANDUM OF AGREEMENT

WHEREAS, The West Seneca Central School District (hereinafter referred to as the District) and the West Seneca Teachers Association (hereinafter referred to as the Association) are parties to a Collective Negotiations Agreement for the period July 1, 2003 and extended through June 30, 2008; and

WHEREAS, in the Memorandum of Agreement to extend the Agreement to June 30, 2008 the parties agreed to review and edit the extracurricular contained in the Collective Negotiations Agreement; and

WHEREAS, authorized representatives of the parties have met and come to agreement on the terms and conditions of agreements in regards to extracurricular activities for the period up to June 20, 2008; and

WHEREAS, the parties desire to enter into an agreement consistent with the terms and conditions agreed upon in regards to editing and levels of compensation for services rendered to extracurricular activities;

NOW, THEREFORE, the parties agree to the following effective July 1, 2005:

High School

Delete:

Latin Club
German Club
Future Business Leaders

Change:

Dance Band to Jazz Band
Discussion Club to Model UN
Literacy Magazine to Literary Magazine
Radio Club to Multi-Media Club
Senior Play to School Play

Musical Production
Musical Production

2005 - 2006
$3,740.00 Musical Production
$2,494.00 Musical Production Assistant
$6,234.00

2006 - 2007
$4,549.00 Musical Production
$3,004.00 Musical Production Assistant
$7,553.00

2007 - 2008
$5,357.00 Musical Production
$3,572.00 Musical Production Assistant
$8,929.00

By mutual agreement of the parties, the Senior High Musical Production stipends may be split into three positions. The total shall not exceed the combined stipend of musical production advisor and musical production advisor assistant.

Create:

Dance Team $692.00

Ski Club. The advisory positions will be posted. This position will be paid at the contractual Supervision rate for hours worked.

Middle School

Delete:

Escapades
Musical Productions

Change:

Audio-Visual Club to Technology Club

Create:

Bookstore Club $520.00
Foreign Language Club $520.00
Drama Club $520.00
Math Is Everywhere $520.00
Note:

At West Middle there is a Peer Mediation group that is paid out of a grant. They are paid at the same rate as the "Yorkers" Club advisor. The agreement is not to add Peer Mediation as a club but to maintain the practice to pay the advisor at the same stipend as the "Yorkers" Club advisor stipend.

Elementary Schools

Create:

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</tr>
<tr>
<td>Bookstore</td>
<td>$300.00</td>
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</tbody>
</table>

District Wide Positions

Delete from the Middle School Advisors List:

- Cadet Marching Band
- Percussion Advisor

Create as a District Position:

- Cadet Marching Band
- Cadet Marching Band Assistant

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below:

For the Association:  

For the District:

July 21, 2005  

Date  

July 21, 2005  

Date
<table>
<thead>
<tr>
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Source: Bachelors Degree Salary Schedule (July 1, 2003 - June 30, 2011)
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<td>$81,610</td>
<td>$83,243</td>
<td>$84,907</td>
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</table>
In accordance with Article IV Section E, members of the BA Schedule may earn graduate credit to a maximum of sixty (60) hours beyond the BA Degree and those individuals on the MA Schedule may earn hours to a maximum of thirty (30) hours beyond the MA Degree. Bargaining Unit members who have obtained a Doctorate Degree will be paid for sixty (60) hours beyond the MA Degree (see also Article IV - G).

**SCHEDULE B - Summer School Salary**

<table>
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<tr>
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<td>$1,820</td>
<td>$1,849</td>
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<td>$5,265</td>
<td>$5,370</td>
<td>$5,456</td>
<td>$5,544</td>
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</table>

Salaries for summer school teaching will be paid on the basis of the number assigned teaching periods.

The following schedule of salaries is for service including the thirty (30) days of instruction and the four additional days which have been determined to be:

a) One (1) day - pre-instruction conference  
b) Two (2) day - regents and local exams  
c) One (1) day - post instruction conference

Effective July 1, 2005 the salary schedules for summer school teachers contained in Schedule B above of the 2003-2006 Agreement and paragraph one and two (a, b, c) shall be deleted from the Agreement.

**Schedule B – Summer School Salary**  
**Effective July 1, 2005 – June 30, 2011**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
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<td>July 1, 2005</td>
<td>$35.68</td>
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<td>July 1, 2006</td>
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<td>July 1, 2007</td>
<td>$37.49</td>
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<tr>
<td>July 1, 2008</td>
<td>$38.24</td>
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<tr>
<td>July 1, 2009</td>
<td>$39.00</td>
</tr>
<tr>
<td>July 1, 2010</td>
<td>$39.86</td>
</tr>
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</table>
Summer School schedules will not exceed thirty-four (34) days, including thirty (30) days of instruction and four additional days, which have been determined to be:

a) One (1) day - pre-instruction conference  
b) Two (2) days - regents and local exams  
c) One (1) day - post instruction conference

1. **Regular School Teachers.** The District agrees to employ teachers who hold professional certificated positions in the regular school, hereby referred to as regular members, as Summer School Teachers.

2. **Non-Bargaining Unit Members.** The District may employ non-bargaining unit members as teachers in Summer School only when no qualified member from the unit has applied. These will be one-time appointments which will be posted each year as positions available for regular members.

3. **Agency Fee.** The District will deduct an Agency Fee from teachers employed in Summer School who are not members of the bargaining unit represented by the Association.

4. **Amount.** The fee will be 3% of the negotiated stipend to a maximum annual amount of $60.00.

5. **Exclusions.** Paragraphs "1" through "4" above apply only to academic, not special education, positions.

6. **Driver Ed. LOA.** During a five year period a member of the Summer School Driver Education Faculty may take a one summer leave of absence and not lose any previously accrued seniority provided he is not employed during said leave as a Driver Education Instructor for any other school district or private employer.

7. Teachers shall be re-appointed annually to posted summer school positions, for which they apply, unless unfavorable evaluations are given by District Administrators and steps for improvement have not been followed satisfactorily.

In the event a teacher is assigned to teach a Regents course in summer school, which is in their tenure area, but not a course normally taught by the teacher (examples – chemistry teacher assigned to teach Biology or a Global Studies teacher assigned to teach U.S. History and Government), the teacher may not be
assigned to teach that course in subsequent summer school session if the students do not demonstrate satisfactory achievement in the summer school course and on the regents exam. Satisfactory student achievement shall be determined on an individual basis taking into account the comparative results from the same Regents examination and the make up of the class. The District shall conduct a meeting with the teacher to discuss the possibility of their not being re-hired to summer school prior to the next summer’s postings. The member shall have the option of union representation at the meeting.

8. Those individuals employed in the summer school drivers' education program who are assigned to transport vehicles prior to the normal starting time of the workday will be paid the negotiated stipend for the service.
**SCHEDULE C – Extracurricular Assignments**

**Supervision of Activities**

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<td>2003 - 2004</td>
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<td>$33.42</td>
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**After School Supervision (Per Semester)**

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<td>2010 - 2011</td>
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The parties agree that the Memorandum of Agreement dated July 21, 2005 regarding the editing and levels of compensation for services rendered for extracurricular activities be incorporated into Schedule C.

The parties agree that the stipends created in the July 21, 2005 Memorandum of Agreement applicable to “Elementary Schools” be deleted from the extension agreement. Replacing these stipends to the “Elementary Schools” the parties agree that each of the Elementary Schools in the District will be allocated three thousand dollars ($3,000).

The number and amount of the stipend will be recommended by the building principal with the final allocation and distribution subject to the final decision being made by the Superintendent in collaboration with the President of the WSTA, Inc.
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### SCHEDULE C – Extracurricular Assignments

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</table>
1. **Notification of Appointment.** If possible, coaches will be notified of their appointment to a position at least six (6) weeks prior to the first legal day of practice for that sport.

2. **More Than One Sport.** When a coach from inside the District is coaching more than one sport, he/she shall be paid an addition stipend of:

   **Effective Stipend**
   - July 1, 2003: $304
   - July 1, 2004: $310
   - July 1, 2005: $319
   - July 1, 2006: $326
   - July 1, 2007: $332
   - July 1, 2008: $339
   - July 1, 2009: $346
   - July 1, 2010: $354

3. **Extended Play.** When a team qualifies for competition beyond the end of its automatic qualifying season, the coach and the assistants for that team shall be paid an additional sum as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Extra Days</th>
<th>Extra Days</th>
<th>Extra Days</th>
<th>Extra Days</th>
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<tr>
<td></td>
<td>1 to 3</td>
<td>4-9</td>
<td>10-15</td>
<td>Over 15</td>
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<tr>
<td>2003 - 2004</td>
<td>$122</td>
<td>$242</td>
<td>$484</td>
<td>$728</td>
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<tr>
<td>2004 - 2005</td>
<td>$124</td>
<td>$247</td>
<td>$494</td>
<td>$742</td>
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<tr>
<td>2005 - 2006</td>
<td>$128</td>
<td>$254</td>
<td>$508</td>
<td>$765</td>
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<td>2006 - 2007</td>
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<td>$843</td>
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<tr>
<td>2008 - 2009</td>
<td>$135</td>
<td>$269</td>
<td>$539</td>
<td>$860</td>
</tr>
<tr>
<td>2009 - 2010</td>
<td>$137</td>
<td>$275</td>
<td>$549</td>
<td>$877</td>
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<tr>
<td>2010 - 2011</td>
<td>$140</td>
<td>$281</td>
<td>$561</td>
<td>$896</td>
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Days for the above include days of team contact (i.e., practices, contests, team travel days).

4. **Coach Moves.** When an assistant, junior varsity, or modified coach who has been paid for at least one (1) full season as a Step 3 coach moves to the varsity level in the same or similar sport, he/she shall be placed on Step 2.
5. **Hire Members.** The District agrees to employ members of the bargaining unit represented by the Association as interscholastic athletic coaches except as noted below.

   A. The District may employ individuals not in the bargaining unit represented by the Association as interscholastic athletic coaches if the following conditions prevail:

      1) **No Member Applicants.** No individual from the unit applies for a specific position that has been posted, or

      2) **Qualifications.** An applicant from within the unit does not meet the required qualifications for the specific position. Qualifications include:

         a) Proper certification for the position.

         b) Satisfactory experience as a coach and/or participant beyond the high school level in the particular sport for which a coaching application has been made.

         c) A recommendation for appointment from the Director of Physical Education.

   B. **Equal Qualifications.** When qualifications are determined to be equal, the District shall appoint the candidate from within the bargaining unit.

   C. **Notice.** The District will inform the Association when positions are not being filled by members of the bargaining unit.

   D. **Agency Fee.** The District will deduct an agency fee from those appointed interscholastic athletic team coaches who are not members of the bargaining unit represented by the Association. The fee will be three per cent (3%) of the negotiated stipend with a maximum dollar amount of $60.00.

6. **Procedures for Applying for Coaching Positions**

   A. **Posting.** Notice of available positions will be posted in all attendance units in the District.
B. **Send To.** Applications are to be sent to the Director of Staff Personnel.

C. **Availability.** Candidates are to indicate if they are able to meet time schedules for practice periods and scheduled contests.

7. The District will generally re-appoint coaches who are members of the bargaining unit unless they have received unfavorable evaluations by district administrators and the agreed upon steps for improvement have not been met.

8. The District will annually post coaching positions not held by bargaining unit members (Grievance 9-89).

9. **Intramurals:**

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<th>Per Hour</th>
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APPENDIX A

SICK LEAVE BANK PARTICIPATION FORM

I,__________________________, desire to participate in the Sick Leave Bank program and authorize the Personnel Office to deduct from my accumulated sick leave _______ sick day(s) to be deposited in the West Seneca Central School District/West Seneca Teachers' Association, Inc. Sick Leave Bank.

__________________________
Signature

__________________________
Date

{or}

I,__________________________, do not wish to participate in the Sick Leave Bank Program.

__________________________
Signature

__________________________
Date
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