

Agreement

between the

BOARD OF EDUCATION

of the

WATERLOO CENTRAL SCHOOL DISTRICT

and the

WATERLOO EDUCATION ASSOCIATION

2022-2023, 2023-2024

2024-2025, 2025-2026

TABLE OF CONTENTS

Joint Code of Ethics	Page 5-6
Preamble	Page 6
Recognition	Page 6
Negotiation Procedure	Page 7
Management Rights	Page 7
Association Business.....	Page 8
Grievance Procedure	Page 8-11
Teacher/Administration Liaison	Page 12
Newly Employed Personnel, Voluntary Transfers & Reassignments	Page 12-13
Involuntary Transfers and Reassignments	Page 13
Vacancies and Promotions	Page 13-14
School Day	Page 14
Lunch Period	Page 15
Preparation Time	Page 15
Sub Coverage Pay.....	Page 15-17
Meetings	Page 17
Work Load	Page 17
Observation & Evaluation	Page 18
Mentor Program	Page 18
Curriculum Leadership/Chairpersons.....	Page 18-21
Population Trends – Review	Page 21
School Calendar	Page 21
Emergency Closing Days.....	Page 21
Special Education	Page 21
Placement of Students	Page 21-22
IEP Conferences.....	Page 22
Instructional Materials	Page 22
Committee on Special Education Meetings	Page 22
Referrals to the Committee on Special Education	Page 22
Relationship of Teachers Involved with IEP Development	Page 22-23
Leaves.....	Page 23
Leave without Pay	Page 23
Short Term Leaves	Page 23
Extended Leaves	Page 23
Absence Due to Illness	Page 23
Sick Leave Definition.....	Page 23-24
Sick Leave Bank	Page 24-27
Family Sick Leave Bank.....	Page 27-28
Personal Leave.....	Page 28
Death in Family Leave	Page 28-29
Jury Duty Leave	Page 29
Infant Rearing Leave	Page 29
Association Activities Leave	Page 29-30

TABLE OF CONTENTS

Sabbatical Leave of Absence for Study and Travel	Page 30-32
Salaries	Page 32
Direct Deposit	Page 32
Master's Degree	Page 32-33
Previous Teaching Experience	Page 33
Salary Schedule Step	Page 33
Advanced Placement Courses.....	Page 33
Credit Hours - Inservice Training	Page 33
Graduate Credit Hours	Page 33-34
Mileage Reimbursement	Page 34
School Counselor Salary Schedule	Page 34
Longevity Payments	Page 34-35
Longevity Payments for Teachers & Registered Nurses	Page 35
Longevity Payments for Teaching Assistants	Page 35
Teaching Assistants Salary	Page 35
Teachers, School Counselors, School Psychologists	
School Social Worker Salary	Page 35
Professional Nurses Salary	Page 36
Registered Professional Nurses	Page 36
Extra-Duty Positions	Page 36
Interscholastic Coaches	Page 36-37
Advisors, Co-Advisors & Intramural Directors	Page 37
Extra-Duty Processing for Review & Change	Page 37-38
Appendix A Extra Duty: Sports	Page 38-9
Coaching Index	Page 39
Co-Curricular & Base Index	Page 40
Appendix B Extra Pay.....	Page 40-41
Chaperone Duty	Page 41
Intramurals	Page 41
Class Advisors	Page 41 -42
Clubs	Page 42
Special Workshops, Development and Instruction	Page 42
Summer Employment	Page 42
Contract Adjustments	Page 42-43
Health Insurance.....	Page 43-44
Benefits Committee	Page 44
Dental Insurance.....	Page 44
Life Insurance	Page 44
Employee Assistance Plan	Page 44
Payroll Deductions	Page 44 -45
Dues Deduction	Page 44 -45
Personal Flexible Spending Account (Section 125 Plan)	Page 45

TABLE OF CONTENTS

Credit Union/Banks	Page 45
Reimbursement For Loss	Page 45 -46
Use of School Facilities	Page 46
Termination	Page 46
Retirement Health Insurance	Page 46-47
Retirement Incentive	Page 47 -48
General Information	Page 48-49
Staff Dress Regulations	Page 49
Labor- Management	Page 49
Duration of Agreement	Page 49-50

Joint Code of Ethics

The Waterloo School Board and the Waterloo Education Association jointly subscribe to the following statements:

1. The teacher and the School Board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend, and the prerogative of the Board to determine final policy.
2. The teacher is obligated to adhere to the School Board policy; the School Board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
3. The teacher and the School Board transact all official business through proper channels and hold inviolate all confidential information.
4. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race, or partisan politics.
5. The teacher and the School Board agree that due notice in fair time be given in all cases of appointment, resignation, or termination of service.
6. The teacher and the School Board avoid disparagement of fellow workers and predecessors.
7. The teacher and the School Board are impartial in all relationships with the pupil.
8. The teacher and the School Board encourage able and promising students to enter the teaching profession.
9. The teacher receives from the administrator candid appraisal of their work, and help with their problems; the School Board requires such supervisory assistance as required by cited deficiencies.
10. The teacher actively participates in the work of local, state, and national professional educational associations; the School Board actively participates in the work of township, county, district, state and national School Board associations.
11. The teacher uses ethical procedures in securing positions, and in maintaining salary schedules; the School Board uses ethical procedures in filling positions and in maintaining salary schedules.

12. The teacher accepts no compensation from firms commercially interested in the school; no member of the School Board accepts such compensation.
13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board provides conditions under which this can be accomplished.
14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board provides a healthful teaching environment.
15. The teacher develops through continued study, travel, participation in professional and community life, and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.
16. The teacher is proud of their profession; the School Board is proud of its teachers.

PREAMBLE

This Agreement is adopted in order to implement the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act); in order to encourage and increase effective and harmonious working relationships between the Waterloo Central School District (hereinafter referred to as the School District, and sometimes referred to as the Board), and the professional employees of the School District represented by the Waterloo Education Association (hereinafter referred to as the Association); and finally in order to serve better the cause of public education in Waterloo Central School District.

RECOGNITION

The Board having determined that the Association is supported by a majority of the teachers in a unit composed of all professional personnel, including classroom teachers, School Counselors, speech therapists, school psychologists, teaching assistants, School Social Worker, Registered Nurses, Occupational Therapists, but excluding the Superintendent of Schools, Assistant Superintendent for Curriculum Instruction, Building Principals and Assistant High and Middle School Principals, Assistant Superintendent for Business, Chairperson of the C.S.E., Athletic Director, and the school physician hereby recognizes the Association as the exclusive bargaining agent for such unit. This recognition shall continue in effect as long as a majority of the Association continues to designate the Association as its bargaining agent. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

NEGOTIATION PROCEDURE

1. No later than January 15 of the Contract Agreement expiration year - the parties agree to enter into collective negotiations and on that date mutually agree to a date on which the exchange of written bargaining proposals shall be made. Such negotiations may include, but shall not be limited to, the handling of grievances, salaries, fringe benefits, number and types of specialists, class size, teaching hours and teaching load, performance of extra teacher duties, use of school facilities, teaching assignments, transfers, filling of vacancies, promotions, teacher evaluation, protection of teachers against claims for monetary damages, sick leave, insurance, leaves of absence, accident benefits, health services, teaching materials, professional development and educational improvement. Association proposals that concern terms and conditions of employment shall be negotiable even though funds therefore may be provided in whole or in part from the State of New York or the United States. Any agreement so negotiated shall apply to all Unit Members, be reduced in writing, be signed by the Superintendent of Schools, and Officers of the Board of Education and the Officers of the Waterloo Education Association and become part of this Agreement.
2. During negotiations, the Board and the Association will present relevant data requested, exchange points of view and make proposals and counter-proposals. The parties agree to make available to each other for inspection all pertinent records, data, and information in their possession. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
3. If the Board and the Association have not completed an agreement 120 days prior to the end of the fiscal year, either party to the negotiations may request that the Public Employment Relations Board assist the Board and Association in the resolution of their differences in accordance with the provisions of Section 209, Article 14, of the Civil Service Law. In either event, the Board or the Association may request PERB to render such assistance if any agreement has not been negotiated at least 120 days prior to the end of the current fiscal year.
4. The Agreement reached through collective negotiations between representatives of the Waterloo Central School District and representatives of the Waterloo Education Association is subject to ratification by the Waterloo Board of Education and the Waterloo Education Association.

MANAGEMENT RIGHTS

Management retains all of the rights as established under education law and not specifically modified by this collective bargaining agreement.

ASSOCIATION BUSINESS

A. Release Time for President

The Association President will be released from their supervisory/non-instructional assignments with an average of thirty (30) minutes per day to handle association business.

B. Association Meetings

The Association will be given one (1) hour of each of three (3) Superintendent Conference Days to meet as an entire Association to deal with Association business and matters of professional responsibility. The Association will give the Superintendent two (2) weeks notice if it does not intend to use the one (1) hour.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a Unit Member or group of Unit Members and/or interpretation, meaning, or application of any of the provisions of the Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise affecting the working conditions of Unit Members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any individual Unit Member having a grievance to discuss the matter informally with appropriate members of the administration and having the grievance adjusted without intervention of the Association. In any case where the issue raised by the grievance affects a group of Unit Members and involves the interpretation, meaning, or application of this Agreement, the Association shall be notified by the Unit Member or Unit Members of the grievance and be given the opportunity to be present at such adjustment and to state its views.

C. Procedures -- Hearing of Grievances

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant or party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. If a Unit Member does not present a grievance to their Principal or immediate Supervisor with copy to Professional Rights and Responsibilities Committee within thirty (30) school days after the Unit Member knew or should have known of the act or condition on which the grievance is based, then the grievance shall be abandoned. If a grievance is not processed through the levels of this procedure within the time limits specified, therefore, then it shall be deemed abandoned.
4. A committee composed of no more than four (4) representatives per side will review any potential grievance. Such review shall not void the processing of grievances due to timeliness.

D. Procedure -- Stages

1. Level One --A Unit Member with a grievance will first discuss it with their immediate Supervisor either directly or through the Association's Building Representative, or through some other person as provided in Section E, of this Article, with the objective of resolving the matter informally. The Unit Member shall state the purpose of this meeting is to present a Level One grievance.
2. Level Two --
 - a. If the aggrieved person is not satisfied with the disposition of their grievance at Level One, or if a decision has not been rendered within ten (10) school days after presentation of the grievance, they may file the grievance in writing with the Chairperson of the PR&R Committee within five (5) school days after the decision at Level One, or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the PR&R Committee will refer it to the Superintendent of Schools.

- b. Within ten (10) school days after the receipt of the written grievance by the Superintendent of Schools, the Superintendent of Schools will meet the aggrieved person in an effort to resolve it.

3. Level Three --

- a. If the aggrieved person is not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) school days after they have first met with the Superintendent of Schools and the grievance involves a question concerning the interpretation or meaning of the Agreement, they may file the grievance in writing with the Chairperson of the PR&R Committee within five (5) school days after a decision by the Superintendent of Schools or fifteen (15) school days after they have first met with the Superintendent of Schools, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the PR&R Committee may refer it to the Board if it determines that the grievance is meritorious and that appealing it is in the best interest of the Unit Member. Within fifteen (15) school days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board will meet with the aggrieved person for the purpose of resolving the grievance.

4. Level Four --

- a. If the aggrieved person is not satisfied with the disposition of their grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after they have first met with the Board or its designated committee, they may, within five (5) school days after a decision by the Board or twenty (20) school days after they first met with the Board or its designated Committee, whichever is sooner, request in writing that the Chairperson of the PR&R Committee submit his grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the Unit Member, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person by notifying the Board to that effect.
- b. Within fifteen (15) school days after such written notice of submission to arbitration, the Board and the PR&R Committee agree to submit the grievance for arbitration to the American Arbitration Association, and all hearings will be conducted under the rules of the American Arbitration Association.
- c. The Arbitrator so selected will confer with representatives of the Board and the PR&R Committee and hold hearings promptly in Seneca County, unless both parties mutually agree to meet elsewhere, and will issue a decision no later than twenty (20) days from the date of the close of the hearings or, if

oral hearings have been waived, then from the date the final statements and proofs are submitted. The decisions of the Arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the determination of the grievance by the Arbitrator will be final and binding on both parties. However, such decision shall be reviewable upon appeal to any court of competent jurisdiction.

- d. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School District and the Association, provided the grievance has been approved at the third level by the PR&R Committee.

E. Rights of Unit Members to Representation

No party in interest, Building Representative, member of the PR&R Committee or any other participant in a grievance procedure shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.

F. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group of Unit Members, the PR&R Committee may submit such grievance in writing to the Superintendent of Schools directly and the processing of such grievance will be commenced at Level Two. In such a group grievance, the PR&R Committee shall have the same status as a grievant.
2. Decisions rendered at Levels Two and Three of the grievance procedure shall be, in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Paragraph D, Subdivision 4(c).
3. If both parties agree, then they may request an expedited arbitration process. This clause is not subject to arbitration.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the School District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedures.

TEACHER / ADMINISTRATION LIAISON

- A.
 - 1. Building Representatives for each school building shall meet with the Principal as deemed necessary by either party during the school year to review and discuss local school problems and practices. Any such meeting may be canceled or adjourned by mutual consent. All meetings shall be scheduled after working hours. The President of the Association shall notify each Building Principal in writing the names of the Building Representatives.
 - 2. The Building Representatives shall be provided ten (10) minutes time at all faculty meetings, if requested, to report on matters involving representation of the Unit Members by the Association.
 - 3. The Building Representatives shall have the right to schedule Association meetings in the school building before or after school, provided such meetings do not conflict with scheduled faculty or other academic meetings.
- B. The PR&R Committee shall meet with the Superintendent of Schools and/or such other administrators as they may designate as deemed necessary by either party during the school year to review and discuss current school problems and practices and the administration of this Agreement. Such meetings may be canceled or adjourned by mutual consent. All meetings shall be scheduled after working hours. The President of the Association shall notify the Superintendent of Schools in writing the names of members selected for the PR&R Committee.

NEWLY EMPLOYED PERSONNEL, VOLUNTARY TRANSFERS & REASSIGNMENTS

- A. Notice of assignments for all newly employed personnel of their specific positions shall be given as soon after appointment as practicable. Assignments shall be within the tenure area for which the teacher has been appointed by the Board. It is understood that the foregoing does not preclude an assignment outside of the teacher's area of certification as defined by education law.
- B. Unit Members who desire a change in grade and/or subject assignment or who desire to transfer to another building may send a letter of interest to the Human Resource Specialist at the time of posting.
- C. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual Unit Member will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. The determination as to which Unit Member is to receive the appointment shall be made on the basis of sound educational policy. Moving from one tenure area to another is not considered a transfer. Making such a move is considered a new appointment subject to existing contract language and State Education Law.

- D. If available, the administrator and department chairperson under whom the applicant will be directly working must be present at the time of the interview or consulted prior to the hiring of the applicant. The role of the department chairperson is advisory.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to Unit Members as soon as possible.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the Unit Member involved and the Building Principal in charge, at which time the Unit Member will be notified, in writing, of the reasons therefore, which shall be based on sound educational policy. In the event that a Unit Member objects to the transfer or reassignment at this meeting, upon the request of the Unit Member, they may meet with the Superintendent of Schools. If still unsatisfied, they may request the Association to arrange a meeting between the Association's representative and the Superintendent of Schools to discuss the matter.
- C. A Unit Member being involuntarily transferred shall be notified of the positions available in the Unit Member's tenure area. Such Unit Member may request the positions, in order of preference, to which the Unit Member desires to be transferred. The Unit Member's preference will be one of the factors considered in making the transfer.
- D. Transfers shall not be made for the purpose of discrimination or discipline of any Unit Member.

VACANCIES AND PROMOTIONS

- A.
 - 1. The Superintendent of Schools shall e-mail to all bargaining unit members notification of all vacancies for positions in the Waterloo Central School District as enumerated in the Recognition Agreement, including extra-curricular and cocurricular positions clearly setting forth a description and qualifications for the position including duties and salary. The District shall post all paid chaperone positions.
 - 2. When school is in session such notice shall be posted (e-mailed to all bargaining unit members) as far in advance as practicable, ordinarily at least five (5) days before the final date when the application must be submitted. The District shall notify all unit members of openings that occur during the summer via e-mail. In addition, the Superintendent of Schools shall post a list of positions to be filled during the summer vacation period on the Bulletin Board in the Administration Office, 109 Washington Street, Waterloo, New York, 13165

3. Unit Members who desire to apply for such vacancies shall submit their application in writing to the Human Resource Specialist within the time limits specified in the notice.

B. All appointments to the aforesaid vacancies and openings shall be based on qualifications and experience. They shall be made without regard to sex, age, race, creed, color, religion, nationality, marital status, or ancestry unless based upon a bona fide occupational qualification.

SCHOOL DAY

A. School Day

For the 2022-2023 and successive school years, the normal workday shall be as follows:

	<u>Teachers</u>	<u>Student Pickup & Drop</u>
<u>High School</u>	<u>7:25 AM-2:55 PM</u> (7 hours, 30 minutes)	<u>7:30 AM-2:17 PM</u> (6 hours, 47 minutes)
<u>Middle School</u>	<u>7:25 AM-2:55 PM</u> (7 hours, 30 minutes)	<u>7:30 AM-2:17 PM</u> (6 hours, 47 minutes)
<u>Lafayette</u>	<u>8:05 AM-3:30 PM</u> (7 hours, 25 minutes)	<u>8:38 AM-3:23 PM</u> (6 hours, 45 minutes)
<u>Skoι Yase</u>	<u>8:15 AM-3:40 PM</u> (7 hours, 25 minutes)	<u>8:48 AM-3:33 PM</u> (6 hours, 45 minutes)

It is understood and agreed that some variation to the foregoing could occur due to factors such as inclement weather.

Teachers who regularly travel between school buildings shall have a starting or ending time based upon the elementary or secondary workday. The administration will decide on which starting and ending time (elementary or secondary) will be used for each teacher who regularly travels between buildings.

The District will attempt to provide adequate travel time for those instructors who must travel from one school building to another.

On Fridays, days preceding a designated school holiday, designated vacation period, or when all Unit Members within the same building are required to return to a same day school activity, such Unit Members shall be allowed to leave after the students are dismissed.

The starting and/or ending time of the on duty work day may be adjusted by the Superintendent of Schools up to a maximum of thirty (30) minutes, providing the total time in the on duty-work day as stated in this Article is not exceeded.

B. Lunch Period

Each Unit Member shall have a 30 minute duty free lunch period during the regularly scheduled lunch period. In the event a scheduling conflict arises, the Unit Member shall be assigned a lunch period that may begin 15 minutes prior to or extended no more than 15 minutes past the student lunch period.

C. Preparation Time

For the 2022-2026 school years:

Each Unit Member, shall have duty free preparation time as follows: (this time is in addition to the Unit Member's lunch period as stated in B above).

- a. At the elementary level: at least 40 consecutive minutes of duty-free prep per day during class specials.
- b. At the secondary level: teachers will be assigned no more than six class sections per every 8 periods/blocks.
- c. Teaching Assistants in all buildings will have at least 30 minutes per day of duty-free prep.

- D. Upon approval of the building administrator, any WEA unit member may voluntarily waive his/her planning time to cover an instructional period(s) or assignment(s) (or portion of a period) when another WEA member is absent and a regular substitute teacher is not available. In addition, a unit member may be reassigned by a building administrator from his/her normal daily assignment for the purpose of covering the duties / assignment of another unit member who is absent and for whom there is no substitute coverage. The compensation for this additional workload shall be as stated in the following charts. Nothing in this paragraph shall have any impact on the established past practice whereby an WEA member can "cover" (i.e. substitute) voluntarily for another unit member resulting in no additional compensation for the covering teacher and no leave charge against the absent teacher.

Scenario	Length of time	Paid(Y/N)	Amount
TA covers for same teacher	Full day	Yes	\$100
TA covers for same teacher	Half day	Yes	\$50
TA covers for teacher	Period (Hour)	Yes	\$20- ½hr.or \$40-hour (\$0.6667/minute)
Teacher covers (Losing prep)	Period/Class	Yes	\$20- ½hr.or \$40-hour (\$0.6667/minute)

Teacher lacks TA/Coteacher because they have been pulled or are absent without sub	Period	No	NA
Teacher covers RTI along with their own RTI (no interventionist)	RTI period	No	NA
Teacher takes on a class vs duty	Period	No	NA
Nurse cover for other nurses	Day	No	NA
Nurse is on call for another nurse	Day	No	NA
Covering Advisement on their own	Half period	No	NA
Has Study Hall/Learning Center covers additional Study Hall/Learning Center	Period	No	NA
TA/Teacher covers more than one class simultaneously	Period	No	NA
After school (9th period) covers for another teacher	½ period	No	NA
After school (9th period) teacher prepares plans for after school	½ period	No	NA

TA/teacher covers for teacher instead of their current assignment	Period	No	NA
TA getting pulled for an advisement/Learning Center/Flex alone	½ period	No	NA
CSE meeting during prep		No	NA
Covering lunch duty as School Counselor		No	NA

E. Meetings

All members of this bargaining unit agree to attend all meetings scheduled by the Superintendent of Schools and/or Building Principals after the normal school hours of regular school days in accordance with the following provisions:

1. Building Principals may call regular meetings as required, however, such meetings will not exceed a total of two (2) hours per month beyond the hours of the on duty work day excluding any time allotted to the Association for Association business. Notice of regular meetings shall be at least two (2) working days prior to the day of the meeting, however emergency meetings may fall outside of this 2 hour limitation.
2. In addition to the foregoing, up to one (1) evening meeting may be scheduled for such purposes as open house or curriculum night.
3. Parent-Teacher conferences can also be held one evening in the fall and/or spring and time will be compensated within 30 days with a half day for both staff and students in line with normal practice.

F. Work Load

Effort will be made to set up assignments for student load on the basis of adequate stations and facilities available. Consideration will be given to the number of disabled students in a classroom when making student assignments.

It is recommended that content classes for Secondary, Special Areas, and Learning Centers (per supervisor) should not exceed a maximum of 24 students, provided the

teacher's total full-time equivalent student load does not exceed 120. Temporary fluctuations above 120 total students are permissible, provided a teacher's semester average, based on student full-time equivalents, does not equal or exceed 120. Exceptions to this recommendation should be discussed with the unit member.

At the elementary level, it is recommended that special area teachers should not exceed thirty-two classes per five-day week.

Recommended number of students for elementary:

Kindergarten, 1st -----	20
Grades 2-5 -----	24
Special Areas (Grades K-5) -----	24

If a Unit Member feels they do not have sufficient stations, facilities, a reasonable workload, or class size a conference will be held between the administrator in charge and the Unit Member, and an effort shall be made to correct the situation. In the event the Unit Member is not satisfied with the results of the conference and/or attempts to correct the situation, the Unit Member shall have the right to use other provisions of this agreement.

OBSERVATION & EVALUATION

The criteria and process for evaluation of teachers and other unit members is outlined by the Observation & Evaluation / Annual Professional Performance and Review (APPR) plan. Although for the purposes of annual review and amendment this plan is considered an attachment, it applies to all unit members with full legal force and effect as if it were physically located within this contractual document.

MENTOR PROGRAM

Effective July 1, 2004 and in accordance with Education Law, the WEA and the District agree that a Mentor Program will be in effect for all newly hired teachers that have not received Tenure in any other New York school district. The foregoing newly hired staff members will be required to participate in the program pursuant to the Commissioner's Regulations without stipend. Mentors will be selected jointly, by the WEA, Coordinator of Mentoring and the Principals in the various buildings. Mentors will receive the following stipend: \$1,374.50. The Coordinator of Mentoring will receive the following stipend: \$2,197.54.

CURRICULUM LEADERSHIP/CHAIRPERSONS

A. Chairpersons

1. For the duration of this agreement, the Board of Education shall establish the position of chairperson for each of the following departments:

Secondary English
Secondary Social Studies
Secondary Math
Secondary Science
Business Education
Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade
Health, Physical Education, & Family and Consumer Science
Special Education K-5
Special Education 6-12
Language
Reading and Compensatory Education
Music
Library
Art
Technology
Student Support Team

2. With the exception of administrators, every professional staff member will be assigned to one of the established departments.
3. Each chairperson will be directly responsible to a specific Building Administrator assigned by the Superintendent.
4. The Board of Education, upon recommendation of the Superintendent, shall appoint a volunteer from the appropriate department to fill the chairperson position. Said appointment shall be posted annually for a period not to exceed three (3) years. Chairpersons that are within their three-year term will submit a letter indicating their interest in continuing in their position.
5. When a three-year term for a chair position is complete the principal will interview all applicants and make a recommendation for the chair position.
6. If a chairperson decides to discontinue their term, they will submit a letter of resignation. When possible, they will continue in their role until a replacement is recommended to the Board of Education.
7. The staff member replacing a chairperson who has resigned will start their term in the same year within the three-year term as the person who resigned. An

example is if a chairperson resigned at the end of their 2nd year, the replacing person would start in their 3rd year of the three-year term.

8. No Unit Member shall be appointed to a chairperson position against their will.
9. Each department chairperson will be paid at the rate of \$1,238.20.
10. All chair positions will have an evaluation at the end of the school year with their building principal.

B. Duties and Responsibilities

1. Actively participate in monthly meetings of the Leadership Council for 1.5 hours outside of the contractual day.
2. Conduct monthly department meetings. Joint meetings with other departments and separate meetings of department components are encouraged when either will contribute to the achievement of department goals. Record and share minutes of such meetings.
3. Act as a spokesperson for the department, provide leadership in the implementation of curricular changes, create and revise curriculum maps, create and revise standards-based assessments that inform curricular development and instructional improvement, provide leadership with facilitation of district initiatives, analyze and interpret data to make informed curricular decisions.
4. Meet with principals and administrators monthly to share out and gather information.
5. Coordinate budget requests as established by the building administrator and advise the administration in writing regarding curricular impacts on the budget by January 30 for upcoming budget development. (For instance, as new science assessments come on line the science department may need to purchase specific lab equipment and supplies.)
6. Advise the Assistant Superintendent regarding professional development needs specific to your curricular area.
7. Advise Principals regarding employment of persons to fill department vacancies.
8. Maintain a current inventory of equipment, texts, and materials assigned to the department.

9. Receive and distribute correspondences and educational materials directed to the department.
 10. Chairpersons shall not be responsible for the supervision, evaluation, or initiation of discipline of other Unit Members. However, chairpersons may be called upon to assist Unit Members in formative professional improvement.
- C. If possible, chairpersons will also be given release time as needed for the above duties and responsibilities.

POPULATION TRENDS -- REVIEW

The Board of Education agrees to annually review school population trends and make staff adjustments as necessary.

SCHOOL CALENDAR

The Superintendent of Schools will request recommendations from the Association for a tentative school calendar. These recommendations will be brought before the Chief School Administrators of the BOCES area in an attempt to establish a uniform calendar within the BOCES area. The Superintendent of Schools will recommend a school calendar to the Waterloo Board of Education for approval after considering the Association's recommendation and the BOCES Chief School Administrator's recommendations. The Superintendent shall make every reasonable effort to provide a final district calendar to the WEA leadership by June 1st for the following school year. In the event it becomes necessary for the Board of Education to change the school calendar, the Superintendent of Schools will request recommendations from the PR&R Committee prior to making their recommendations for Board of Education approval. The scheduled number of workdays is 185 days. Beginning with the 2018-2019 school year, the scheduled number of days can be up to 186 days.

EMERGENCY CLOSING DAYS

In the event that one or more unused Emergency Closing days remain at the time of the Memorial Day weekend, one (1) additional paid day shall be added to the Memorial Day weekend.

SPECIAL EDUCATION

A. Placement of Students

1. Elementary Principals will meet with teachers of each grade assigned to their respective building to discuss the placement of special education students for the subsequent year. In the placement of students with special education needs, the Board of Education will consider the recommendations made by the CSE and the collective judgment of the teachers and Principal regarding the special needs of

each student. During the year, the assignment of transfers and newly identified special education students will be accomplished on an equitable basis.

2. Secondary Principals will meet with School Counselors and teachers of each department to which special education students will be assigned to discuss the placement of special education students for the subsequent year. Class size adjustments will be an approved technique for meeting the needs of special education students. Adjustments will be made according to CSE recommendations and the collective judgment of persons directly involved regarding the special needs of each student. During the year, the assignment of transfers and newly identified special education students will be accomplished on an equitable basis.
3. Special education students who do not regularly attend special education classes and "other speech impaired" students will not be included for purposes of adjusting class sizes.
4. Both parties agree to provide education for the special education students in the least restrictive environment as provided by state and federal statutes.

B. IEP Conferences

IEP conferences will be scheduled during the regular teacher workday unless teachers voluntarily agree to participate at another time mutually convenient to the parties.

C. Instructional Materials

Teachers will submit purchase requisition forms for materials necessary for the instruction of special education students. Special education teachers and the school psychologist will be available as consultants regarding selection of appropriate materials.

D. Committee on Special Education Meetings

Committee on Special Education meetings will be conducted during the teacher workday unless members, for special purposes, voluntarily agree to meet at other times.

E. Referrals to the Committee on Special Education

Teachers who believe a child has a special education need or who believe a special education student is being improperly served shall make a referral to the CSE. Any teacher who believes a special education student is improperly placed or has an improper IEP will discuss the placement with the Building Principal. The Building Principal shall comply with current state regulations concerning referral and placement of both identified special education and those students referred for consideration of placement to the CSE.

F. Relationship of Teachers Involved With IEP Development

When development of IEP's requires participation by special education teachers and regular classroom teachers, the relationship does not imply that any teacher has supervisory or evaluation responsibilities toward another teacher.

If it becomes necessary for special education teachers to work beyond the normal workday in order to provide for carrying out the duties of the job, the District shall compensate the teacher at the Development & Instruction rate. Hours required to perform such duties for pay purposes must be approved in advance by the Building Principal and the Assistant Superintendent for Curriculum and Instruction.

LEAVES

- A. Leave Without Pay --Unit Members may, upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, be granted leaves of absence without pay. Leaves without pay will not be used for social or recreational purposes. Requests for leave of absence without pay shall be sent to the Superintendent of Schools no less than ten (10) days prior the date of the requested absence, except in cases of emergency, and shall be in writing on a form supplied by the District. Two types of leave without pay will be available to Unit Members under this clause. They are:

Short Term Leaves: Leaves under this category will be of a relatively short duration (less than 1/2 semester) but during the term of such leave the Unit Member is considered to be actively employed by the district and must resume active service immediately upon satisfaction of the cause or purpose for which leave was taken.

Extended Leaves: Leaves under this category will be extended in length and may involve the absence of a Unit Member for the major portion of a semester and up to one school year in length. During the terms of an extended leave, the Unit Member is not considered to be an active employee of the District and all benefits available to Unit Members within this Agreement shall be frozen for the period of the extended leave. The Unit Member may elect to continue health insurance in the group policy, providing all costs for insurance during such leave are prepaid by the Unit Member.

- B. Absence Due to Personal or Family Illness -- Unit members shall receive ten (10) days of leave annually with accumulation of such leave to a maximum of 200 days. An additional day of leave shall be granted to Unit Members employed for one (1) summer month. Two (2) additional days shall be granted to Unit Members for two (2) summer months.

Sick Leave is defined as:

1. Inability to work because of personal sickness or injury. Quarantine at home by order of qualified physician subject to the concurrence of the County Commissioner of Health. A scheduled doctor or dental appointment.
2. Request for paid absence because of a Unit Member's inability to work due to serious illness in the immediate family. Immediate family is defined as spouse, parent, children, siblings or other person residing in the household. Legally

adopted children or foster children are to be considered the same as children of the family.

3. Sick leaves earned initially after one (1) full year of service (i.e. September 1 through June 30 of a given school year) and the full ten (10) days will be credited to the Unit Member's sick leave account. If a Unit Member's employment terminates before June 30 of a given school year and the ten (10) days of sick leave have been used, the overpayment based on one sick day allowance per month shall be deducted from the Unit Member's salary at the rate of 1/200 of the annual salary for each day. Upon request of the Building Principal and/or Superintendent of Schools, a Unit member shall present a physician's certificate for any absence exceeding five (5) successive days for which sick leave or disability is requested. When illness or disability is of long duration, a physician's certificate will be required for each additional five (5) days of absence from employment.

In the event the Unit Member presents a physician's certificate covering disability for a specified number of days, the five (5) additional day rule will not apply.

4. Each Unit Member shall be notified in writing on or before September 30 as to the number of their accumulated sick days. The Board of Education shall provide insurance for all employed Unit Members covered by this agreement under Workmen's Compensation Laws of New York State. In no event shall there be a duplication of payments under Workmen's Compensation and benefits available under the sick leave provisions of this Agreement.
5. Unit Members will use sick leave in a responsible manner for the purposes intended in this Contract.

C. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide emergency income protection in the case of prolonged illness, injury or disability of a member. It can not be used for elective surgery. Saving your sick days is important for planned and/or elective surgeries. The SLB will be administered by the Waterloo Education Association with consultation from the Waterloo Central School District.

1. The SLB will be initiated as follows:
 - a. A SLB committee will be formed by the Association president. The composition will include the president (or appointee) and the Executive Committee.
 - b. All current unit members will be enrolled automatically in the SLB unless they indicates otherwise in writing to both the WEA president and District superintendent within thirty (30) work days from the implementation of this agreement. Each enrolled unit

member will contribute one (1) day from their personal sick leave accumulation to the SLB.

- c. All new hires will be enrolled automatically in the SLB unless they indicate otherwise in writing to both the WEA president and District superintendent within fifteen (15) work days from their date of hire.
 - d. If a unit member does not have a personal sick leave day to join or continue their membership in the SLB, they may use a Personal Day or have a Salary Deduction (equivalent to the dollar value of a sick day) to join or retain their SLB membership. The SLB Committee shall administer this function and inform the District of the unit member's decision.
 - e. To access the SLB you must have been a member of the SLB for 5 months and donated at least 1 sick day.
2. The SLB Committee will maintain the SLB as follows:
- a. All unit members will be enrolled or re-enrolled in the SLB at the end of the school year (June 30th) unless they indicate otherwise in writing to the WEA president and District superintendent by June 15th, effective for the next school year. As a result, that unit member will receive no sick leave bank income protection. Any unit member who leaves the bank cannot withdraw the days that he or she has donated.
 - b. The SLB Committee will provide an updated member list to the District on or about October 15th and May 30th of each year.
 - c. The SLB Committee will audit the SLB by May 30th each year to determine the status of accumulated sick days available to members. If the number of SLB days available drops below fifty (50) days, unit members will be notified and will contribute one (1) additional sick leave day to replenish the SLB.
 - d. If the number of SLB days available drops below fifty (50) days during the school year, unit members will be notified and will contribute one (1) additional sick leave day to replenish the SLB.
 - e. SLB members who resign (except for the purposes of retirement) from the District shall have their unused and/or non-compensated sick days contributed to the SLB. The maximum number of days that can be added to the SLB in any school year for this purpose is fifty (50).
 - f. The SLB Committee will evaluate its process annually and provide a report with recommendations to the Association president and District superintendent by May 30th of each year.

3. The SLB Committee will administer the SLB as follows:

- a. The SLB Committee will meet as necessary to approve requests. The WEA president (or appointee) will chair the committee.
- b. SLB days can only be granted to current contributing members.
- c. SLB days can only be granted for purposes of extended illness, injury, or disability. Extended leaves of absence, including mental health, will need documentation from a certified medical or mental health professional (e.g. psychologist, psychiatrist, clinical social worker).
- d. A member will not be able to withdraw days from the bank until their own sick leave is depleted. The first twenty (20) days of illness, injury or disability will not be covered by the bank and must be covered by that member's own accumulated sick leave or they must take an absence without pay.
- e. A member's SLB day will be prorated, if necessary, based on their FTE status for each employment position they hold.
- f. Members who are receiving alternative forms of compensation, exclusive of private insurance, will not be eligible for use of the SLB.
- g. A member who has filed a Worker's Compensation claim is entitled to use of the SLB under the same terms and conditions as any other member until such time as an award is made. If a member receives an award, they will be required to reimburse the SLB.
- h. The SLB Committee may require doctor's evidence of illness, injury or disability necessitating use of the SLB. The Committee has the authority to review a member's request and ask for additional documentation, especially for requests beyond thirty (30) days. If a member fails to produce adequate medical documentation, their request will be denied.
- i. The maximum number of SLB days available to a member during the school year (July 1 to June 30) is 120.
- j. The maximum number of SLB days available to all unit members during the school year (July 1 – June 30) is equal to twice (2X) the number of SLB enrollees.
- k. In the event of an extenuating circumstance, the Association President(s), SLB Chair and the Superintendent of Schools may grant additional days from the SLB at their joint discretion.

- l. The decisions of the SLB Committee, WEA President or Superintendent cannot be grieved.
- m. After accessing the SLB and returning to work, a SLB member may be advanced up to five (5) days of personal sick leave from the SLB with committee approval for follow up appointments with proper documentation.

D. Family Sick Leave Bank:

The purpose of the Family Sick Leave Bank (FSLB) is to provide income protection in the case of prolonged illness, injury or disability of a parent, child, or spouse. It cannot be used for elective (non-emergency) surgeries of a family member. FSLB days will be administered by the WEA with consultation from the Waterloo Central School District.

1. The FSLB will be initiated as follows:

- a. A FSLB committee will be formed by the Association president. The composition will include the President (or appointee) and the Executive Committee.

2. The FSLB Committee will maintain the FSLB as follows:

- a. When a WEA member requests FSLB days, all unit members will be given the option to donate one to three (1-3) day(s) from his/her personal sick leave to the FSLB. The canvassing and collection of the days will be done electronically.
- b. This is a voluntary contribution and can only be utilized if the WEA member has at least twenty-one (21) personal sick leave days.
- c. The total number of days contributed as well as the general administration of the FSLB will be reported to both the WEA president and the Superintendent.

3. The FSLB Committee will administer the FSLB as follows:

- a. The FSLB Committee will meet as necessary to approve requests. Requests will be submitted on a form provided by the committee. The WEA president (or appointee) will chair the committee.
- b. FSLB days can be granted only to a WEA member who has been employed by the District for a minimum of five (5) months.
- c. FSLB days can only be granted for purposes of extended illness, injury, or disability related to a WEA member's parent, spouse, or child.

- d. A member will not be able to withdraw days from the FSLB until his/her own sick leave and personal time is depleted. Upon approval, up to twenty (20) days of illness, injury or disability will be covered by the FSLB.
- e. The FSLB Committee may require doctor's evidence of illness, injury or disability of family member necessitating use of the FSLB. The Committee has the authority to review a member's request and ask for additional documentation at any time to verify appropriate use. If a member fails to produce adequate medical or professional documentation, his/her request for the day(s) will be denied.
- f. The maximum number of FSLB days available to a member during the school year (September 1 to June 30) is twenty (20) days.
- g. In the event of extenuating circumstance, the Association President, the FSLB Committee, and the Superintendent may grant additional days from the FSLB.
- h. The decisions of the FSLB Committee, WEA President or Superintendent cannot be grieved.

- E. Personal Leave -- Personal leave is intended for matters that cannot be scheduled outside of an employee's regular workday and may not be used for social or recreational purposes. With the foregoing in place, a unit member shall not be required to provide a reason or explanation for the use of personal sick leave. Exceptions may be granted at the discretion of the superintendent or their designee. Their decisions cannot be grieved.

Each unit member is entitled to two (2) personal leave days per year. These days shall be requested through the building principal. If a unit member does not use all of their personal days in any given year, one (1) shall be added to their allotment for the next year. The maximum number of personal days that can be accumulated in any one (1) school year is three (3). Any unused personal days above three (3) will be credited (maximum of two) to the member's accumulated sick leave.

Additional personal days may be granted at the discretion of the superintendent. The Unit Member must provide the Superintendent with a reason or explanation for this request. The Superintendent's decision cannot be grieved. If the leave request is granted, the District shall deduct one personal/family illness leave day for each personal leave day granted. If the Unit Member does not have any available personal/family illness days, the District will deduct one personal leave day for each personal day granted from the following year.

- F. Death in Family Leave --Up to five (5) days of absence with pay shall be granted for death in the immediate family (spouse, children, parents, siblings, grandparents, aunts, uncles,

and corresponding in-laws) and non-relatives who function in a similar capacity. Such leave shall be non-cumulative.

Personal leave may be used to attend the funeral of an individual not specified in the above paragraph.

G. Jury Duty Leave --If Unit Members serve on Jury Duty, the Board will grant the leave with pay as per contract salary. If daily jury duty is completed prior to the closing of the school day, the Unit Member will return to the school building for assignment until the close of the normal school day. Jury duty leave is not to be deducted as sick leave or personal day(s).

H. Infant Rearing Leave

1. Unit Members shall be entitled to an unpaid leave of absence for a maximum of one (1) year. Requests for an infant rearing leave immediately preceding or following delivery or adoption shall be made in writing to the Superintendent of Schools a reasonable time prior to the proposed commencement date of the leave. Requests for leave shall indicate the probable beginning date and duration of the leave.
2. The Unit Member returning from an infant rearing leave shall be entitled to all accumulated rights, privileges, and benefits held prior to the effective date of the leave.
3. Unit Members going on leave who have worked one-half (1/2) year or more shall, upon return, be granted salary credit for one (1) full year.
4. All benefits that accrue to Unit Members on leaves of absence without pay under this Agreement shall accrue to Unit Members on infant rearing leave.
5. Notwithstanding the original terms of the leave, the Unit Member may return to employment duties after a reasonable notice (15 day minimum) to the Superintendent of Schools and after the attending physician, if any, has determined that the Unit Member is physically able to return to duty.
6. The Board of Education may, upon the Unit Member's request, grant an extension of infant rearing leaving without pay, due to unusual circumstances.
7. Probationary Unit Members who receive infant rearing leave shall continue the probationary terms upon return to duty.

I. Association Activities Leave --The Association will be granted up to seven (7) paid teacher days per school year for sending delegates to conferences or meetings of NYSUT or National Education Association. The attendance will be based on the following criteria:

1. Written request to and subsequent approval of the Building Principal and the Superintendent of Schools at least ten (10) days prior to such conference or meeting.
2. All expenses will be the responsibility of the Association.
3. When days are approved in excess of seven (7) by the Building Principal and Superintendent of Schools, the District shall bill the Association for the cost of the substitute. The President of the Association or at their discretion, their representative, shall be released from their teaching duties with approval of the Building Principal and the Superintendent of Schools not to exceed a total of seven (7) days per school year to conduct Association business.
4. All participants in Association conferences or meetings will be appointed by the Association President.

J. Sabbatical Leave of Absence for Study and Travel

1. Any full-time teacher, who remains in the employ of the Board of Education for minimum period of seven (7) years, may be granted a leave of absence for the full year at one-half year's salary and one-half year's health insurance premium, or a full semester at full semester's salary, for the purpose of study and /or travel, provided that such teacher intends to return and remain in the service of the Board of Education for a period of at least two (2) years and that the program of study and/or travel is recommended by the Superintendent of Schools and approved by the Board of Education.
2. Thereafter, any such teacher may be granted additional sabbatical leave of absence, upon approval, for each additional minimum period of five (5) years that said member remains in the employ of the Board of Education, returning to its service after such leave for a period of not less than two (2) years.
3. Notwithstanding other parts of this Article, this program is intended to be entirely discretionary with the Board of Education as to whether any such leaves are to be granted in any given year. Consequently, the Sabbatical Leave of Absence for Study and Travel may not be the subject of a grievance or arbitration.
4. Purpose & Use of Sabbatical Leave

Sabbatical leave is given to professional employees to permit them to improve their ability to render educational service. Such an achievement is usually obtained by 1) formal study; 2) independent study (research and/or writing); and, 3) travel, and is defined as follows:

- a. Formal study – a program of study in residence in an institution of higher learning, including foreign universities.
- b. Independent study – (research and/or writing) a program of independent study with professional values equivalent to that derived from formal study.
- c. Planned educational travel – travel is considered educational if it results in a significant contribution to professional growth.

5. Procedures:

Filing of application should be made no later than December 10th prior to the school year in which leave is desired. Generally, the individual shall be notified no later than February 1st of the action on the application. The request should also include:

- a. A statement regarding the proposed program of study or travel including itinerary.
- b. A statement indicating the specific benefits to the district and to the teacher.

All proposed programs shall go first to the applicant's Building Principal, and then to the Superintendent. They will, in turn, make a recommendation to the Board of Education for final approval.

6. Priorities:

- a. Applications for full-year leaves usually shall take precedence over application for half-year leaves.
- b. The best interests of the District in making this investment in the professional growth of the recipient shall be made the primary consideration in selection the successful applicant(s).

7. Final Report:

At the completion of the leave and within ninety (90) days after the employee has returned to duty, a final report shall be filed with the Superintendent stating the following:

- a. Formal study: institution attended, courses taken, and credits received.
- b. Independent study: summary or review and evaluation.
- c. Travel: review or log of activities and evaluation.

8. Return to Service:

Upon expiration of sabbatical leave, the employee shall be restored to their position of like nature and status. They shall be entitled to any and all increments, whether automatic or from salary revision based on normal salary advancement.

It is recommended that under certain conditions a staff member may request a waiver of intent to return to service, although they desire to fulfill their professional obligations. In such cases, the staff member must submit a formal request to the Superintendent that the intent to return be waived, stating the nature of the circumstances surrounding such a request.

In the event of a teacher's failure to return to service with the District for a period of at least two (2) years after taking the sabbatical leave, where no waiver has been obtained, such teacher shall refund to the District on a pro rate basis, the salary paid the teacher while on such leave (providing a prior agreement to this effect has been made). The teacher shall be held responsible for any and all costs if the District has to commence legal proceedings to obtain the refund.

9. Employment Status:

The staff member while on sabbatical leave retains their status as an employee of the Board of Education, progresses in the usual manner in automatic steps on the basic salary schedule, experiences the salary deductions of social security, income taxes and health insurance (if any), and is credited with pension contributions (on the basis of salary received) by the Board of Education as a full-time professional employee.

SALARIES

- A. Beginning on July 1, 2018, payroll will be made on the 15th and 30th of each month. If the 15th or 30th is a weekend or holiday, then payroll will be made on the previous work day. Bargaining unit members will be able to elect either a 20 or 24 payment schedule. Under the 24 payment option, the last paycheck in June would be equivalent of 5/24 of the annual salary. Teachers shall make their election at the time of employment or not later than July 1 for each succeeding school year.

The salary increase for returning bargaining unit members for the years 2022-2026 shall be: 4.00%

- B. Direct Deposit – If, for any reason, a unit member's salary is not deposited, or a problem arises, the District shall hold the teacher harmless from any fees that the Unit Member may incur. In unusual circumstances, the District will issue a check as soon as possible.
- C. Master's Degree – Masters Degrees that are within the Unit Member's area of certification leading to permanent / professional certification do not require the prior approval of the Superintendent to be eligible for the Masters stipend. Masters Degrees that are outside of the Unit Member's area of certification or beyond their first Master's Degree must have the prior approval of the Superintendent of Schools to be eligible for the Masters Degree stipend. Any Unit Member awarded a Master's Degree will receive an additional \$500 /

year. The stipend will be paid upon proof of completion to the Superintendent's Office and shall not be a part of the unit member's base salary.

- D. Previous Teaching Experience – The superintendent reserves the authority to grant salary credit for previous teaching experience in a duly accredited school upon initial employment. The superintendent's decision is not subject to the grievance process.
- E. Salary Schedule Step - All Unit Members who are not "Off-Step" shall be placed on the salary schedule according to the salary profile as mutually agreed by the Association and the District. Step is a placeholder for salary groups and does not necessarily equate to years of service in the District or the profession. Step placement is not subject to the grievance process.
 - 1. A unit member's base salary shall be determined according to their placement on the salary schedule. Any unit member who is "Off-Step" or who advances to become "Off- Step" shall receive a 4.0% increase in salary for 2022-2026.
 - 2. A unit member's total instructional salary shall include their base salary and any appropriate Master's Degree stipends, graduate credit stipends, in-service stipends, and longevity payments.
- F. Advanced Placement Courses -The Board agrees that any Unit Member teaching an advanced placement course shall receive a remuneration of \$200.00 for teaching the course under the following conditions:
 - a. Superintendent of Schools must approve the course prior to the commencement of instruction.
 - b. Instruction must be given after normal school hours.
 - c. All students are eligible to receive this advanced course on equal individual basis.
- G. Credit Hours - Inservice Training --For salary payment, courses must have prior approval of the Superintendent of Schools to be eligible for the credit hours stipend and not hinder meeting certification requirements. Payment made for inservice credit hours earned after March 1 will not commence until the following school year.

To receive one (1) graduate credit hour, a Unit Member must complete a minimum of twenty (20) clock hours of inservice programs.

Unit Members participating in summer inservice programs are entitled to one graduate credit hour per 20 clock hours, or a stipend as determined by contractual language.

- H. Graduate Credit Hours – Graduate courses that are within the unit member's area of certification leading to permanent / professional certification do not require the prior approval of the Superintendent to be eligible for the graduate credit stipend. Graduate

courses that are outside of the Unit Member's area of certification or beyond the Master's Degree must have the prior approval of the Superintendent of Schools to be eligible for the graduate credit stipend. Appropriate step placement may not be equivalent to years of service. Payments for graduate credit hours earned will be paid in three (3) hour blocks upon satisfactory completion of the course(s) and the filing of the proper documentation. Any credits earned after July 1st, 2008 shall be paid annually at a rate of \$300.00 per block of three (3) as of July 1st, 2009 and thereafter. Credits filed during the year will be prorated that first year based on the approval date of the submitted form. The stipend will be paid upon proof of completion to the Superintendent's Office and shall not be a part of the unit member's base salary. This stipend shall apply to all unit members.

- I. Mileage Reimbursement -- Unit members who have job assignments in more than one school building will be eligible for mileage reimbursement if they drive their personal car. Such mileage reimbursement authorized will be at the IRS-approved rate per mile driven and must have the approval of the Superintendent or designee. Claims for mileage reimbursement must be submitted to the School Business Office within 15 calendar days of the end of the month in which the expense occurred.
- J. School Counselor Salary Schedule – The base School Counselor, School Social Worker, and School Psychologists Personnel salary is determined by the Teachers' Salary Schedule, plus a differential as follows:
 - 1. Add ten percent (10%) of Step 1 (for that school year) under the Teachers' Salary Schedule. It is understood that the foregoing premium compensation is for working five (5) additional days after the close of school for teachers and five (5) additional days before the beginning of school for teachers. The premium compensation is also in recognition of School Counselor, school social worker, and school psychologist certification requirements and for twenty (20) hours of additional working time during the school year for added office hours and evening meetings outside of the normal teacher work load.
 - 2. Add Master's Degree, if applicable.
 - 3. Add \$50.00 for each year of experience up to a limit of ten (10) years for each counselor, school social worker, and school psychologist.
 - 4. Add 1/10 compensation if employed for twenty (20) summer working days. It is understood that the twenty (20) summer working days is in addition to the days set forth in the second paragraph.
- K. Longevity Payments: Longevity payments will be paid as a separate stipend in addition to the Unit Member's base salary. Longevity is calculated as all years of full and/or part time service working for the District. Years towards longevity do not have to be consecutive. (Examples: Teachers who have completed seventeen (17) years of continuous service in the District will receive a total longevity payment of \$700. Teachers

who have completed 28 years of continuous service in the District will receive a total longevity payment of \$2850.

1. Longevity Payments for Teachers and Registered Nurses

Upon completion of fifteen (15) years of service: \$700

Upon completion of twenty (20) years of service: \$950

Upon completion of twenty-five (25) years of service: \$1200

Upon completion of thirty (30) years of service: \$1450

2. Longevity Payments for Teaching Assistants

Upon completion of fifteen (15) years of service: \$450

Upon completion of twenty (20) years of service: \$575

Upon completion of twenty-five (25) years of service: \$700

Upon completion of thirty (30) years of service: \$825

L. Teaching Assistants Salary

2022-2023: The aggregate salary increase for Teaching Assistants in the bargaining unit whose annual base salary is more than \$26,000 shall be approximately 4% (four percent) annually. The salary distribution for all Teaching Assistants shall be agreed upon by both parties and codified in the mutually agreed upon salary profile. The 2022-2023 start salary is \$26,000 and shall increase by 2% (two percent) annually thereafter.

2023-2024: 4%

2024-2025: 4%

2025-2026: 4%

Pre-approved Additional Hours

The hourly rate for participation in the pre-approved summer workshops shall be:

\$16.35 per hour for 2022-2026

All provisions of this article shall apply to Teaching Assistants, except: D, E2, F, G, I, J

M. Teachers, School Counselors, School Psychologists, School Social Worker Salary

The start rate is \$46,000 for 2022-2023 and shall increase by 2% (two percent) annually thereafter.

The annual increases for each returning unit member not otherwise specified shall be:

2022-2023: 4%

2023-2024: 4%

2024-2025: 4%

2025-2026: 4%

N. Professional Nurses Salary

The aggregate salary increase for nurses in the bargaining unit but not currently receiving grant funded compensation shall be approximately 7% (seven percent) annually. The salary distribution for nurses shall be agreed upon by both parties and codified in the mutually agreed upon salary profile. The 2022-2023 start salary is \$45,000 and shall increase by 2% (two percent) annually thereafter.

REGISTERED PROFESSIONAL NURSES

Work Year

The work year will be the same 185 days as the teachers plus up to four (4) additional days during the summer. A nurse required to work beyond the 189 days will be compensated at the rate of 1/200th of their salary per day.

Aside from the number of workdays, all contractual language applied to Teaching Assistants will likewise apply to Registered Professional Nurses.

EXTRA DUTY POSITIONS

A. Interscholastic Coaches

Effective July 1, 2003, all coaching positions will be posted every year unless a resignation, retirement or removal by administration, creates a vacancy. Within 30 days of the completion of the season, all positions shall be posted and a new appointment made. Positions will be posted for ten (10) days in accordance with the contract of agreement. Unit Members shall be given first consideration over non-unit members. The final decision on the appointment, however, shall be made at the sole discretion of the administration.

Individual coaches' evaluations will be completed after the conclusion of the season by the Athletic Director.

Applicants for coaching positions will apply through the Athletic Director who will:

- a. conduct interviews, and;
- b. make a recommendation to the Superintendent.

The Superintendent will make a recommendation to the Board of Education for appointment.

In the event that the Athletic Director holds a coaching position, all applications will be made directly to the Superintendent or their properly certified designee who will:

- a. conduct interviews, and;

- b. make a recommendation to the Board of Education.

Inasmuch as possible, interscholastic coaching appointments will be made within thirty (30) days following the tenth (10th) day of the posting.

In the event that a person who held the position as coach immediately prior to the posting is not recommended for re-appointment by the Athletic Director or the Superintendent or their application for re-appointment is not approved by the Board of Education, they may request, in writing, the reasons for this action. The respective respondent will have ten (10) days to reply to this request.

B. Advisors, Co-Advisors, and Intramural Directors

Effective July 1, 2004, all appointments (except High School Class Advisors and Department Chairpersons) to an advisor, co-advisor, or intramural position shall be for a period of one (1) year unless a resignation, retirement, or removal by administration creates a vacancy. Appointments for High School Class Advisors shall be for a period of four (4) years, and Department Chairpersons shall be for a period of three (3) year unless a resignation, retirement, or removal by administration creates a vacancy. By June 1st, positions will be posted for ten (10) days in accordance with the contract of agreement.

Individual evaluations will be completed by the respective Building Administrator, or their properly certified designee, prior to the posting of the positions.

Applicants will apply through the building administrators who will:

- a. interview candidates, and;
- b. make a recommendation to the Superintendent.

The Superintendent will make a recommendation to the Board of Education for appointment.

In the event that a person who held the position as advisor, co-advisor, or intramural director immediately prior to the posting is not recommended for re-appointment by the building administrator or the Superintendent, or their application for re-appointment is not approved by the Board of Education, they may request, in writing, the reasons for this action. The respective respondent will have ten (10) days to reply to this request.

EXTRA DUTY PROCESSING FOR REVIEW AND CHANGE

1. A standing committee consisting of two (2) administrators assigned by the Superintendent, the Athletic Director and two (2) teachers assigned by the WEA President will be appointed. The committee will determine the pay index for any new extra-curricular activity and will revise indexes when the time required to conduct an activity changes.

2. The procedure for requesting the addition of a new co-curricular or interscholastic activity should be as follows:
 - a. The request should be given to the Principal of the building by February 1 in which the activity will be based. If the activity involves athletics, a copy of the request will be given to the Athletic Director.
 - b. Within five (5) school days, the Building Principal will make recommendations, and forward the request and their recommendations to the Superintendent of Schools.
 - c. The Superintendent will forward a copy of the request to the Extra-Pay Committee for computation of the recommended payment index.
 - d. Within thirty (30) calendar days, the Superintendent of Schools will present the request, with their recommendations, to the Board of Education for final determination.

Each June, the Association president(s) and a district employee will update Appendix A and B for most annual positions. See Appendix A (Athletics) and B (extra pay) for extra duty positions.

APPENDIX A: EXTRA DUTY – SPORTS

Sport Position	Level
Baseball - Varsity	2
Baseball - JV	4
Baseball Mod A	5 + .01
Baseball - Modified	5
Baseball Program Assist.	4

Basketball B Varsity	1
Basketball B JV	3
Basketball B Modified	2 positions @ 5 (7 th & 8 th grade)
Basketball G Varsity	1
Basketball G JV	3
Basketball G Modified	2 positions @ 5 (7 th & 8 th grade)
Basketball B/G Program Assistant	4

Bowling	4
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Sport Position	Level	
Soccer – B Varsity	2	
Soccer – B JV	4	
Soccer – B Mod A	5+.01	
Soccer – B Modified	5	
Soccer – B Program Assist.	4	
Soccer – G Varsity	2	
Soccer – G JV	4	
Soccer – G Mod A	5+.01	
Soccer – G Modified	5	
Soccer – G Program Assist.	4	

Softball – Varsity	2	
Softball – JV	4	
Softball – Mod A	5+.01	
Softball – Modified	5	

Cheerleading Varsity – Fall	4
Cheerleading Varsity – Winter	2

Cross Country Varsity	2
Cross Country Assistant	4

Football – Varsity	1
Football – JV	4
Football – Mod A	5+.01
Football – Modified	5
Football – V Program Assistant	3 positions @ 3
Football – JV/Mod A Program Assistant	2 positions @ 6

Golf – Varsity	4
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Indoor Track & Field Head Coach	2
Indoor Track & Field Program Assist.	4

Lacrosse – B Varsity	2
Lacrosse – B JV	4
Lacrosse – B Mod A	5+.01
Lacrosse – B Modified	5
Lacrosse – B Program Assistant	4
Lacrosse – G Varsity	2
Lacrosse – G JV	4
Lacrosse – G Mod A	5+.01
Lacrosse – G Modified	5
Lacrosse – G Program Assist.	4

Softball – Program Assist.	4
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Tennis – B Varsity	4
Tennis – G Varsity	4
Tennis – G Modified	5

Track & Field B & G Varsity	2
Track – Modified	5
Track Program Assist.	2 positions @ 4

Volleyball – G Varsity	2
Volleyball – G JV	4
Volleyball – G Mod A	5+.01
Volleyball – G Modified	5

Wrestling – Varsity	1
Wrestling – Modified	5
Wrestling Program Assist.	3

No coach/assistant who returns to the same coach/assistant position shall make less than the previous season's salary.

Coaching Index **Base** **Index:**
 \$52,896

LEV ELS	1	2	3	4	5	6
Yrs. 1-3	.095	.08	.07	.06	.04	.03
Yrs 4-6	.1	.085	.075	.065	.045	.035
Yrs 7-9	.105	.0875	.0775	.0675	.0475	.0375
Yrs 10-12	.11	.09	.08	.07	.05	.04
Yrs 13-15	.1125	.0925	.0825	.0725	.0525	.0425
Yrs 15+	.1175	.0975	.0875	.0775	.0575	.0475

APPENDIX B: Extra Pay (See attached)

Club	Level
Ag Club/FFA	3 + \leq 19 hours
Art Club – Lafayette	4
Bailey's Boutique	2 positions @4
Band (Instrumental) Director	Up to 3 hrs./event \leq 10 events
Character Ed	1
Class Advisor FR	2 positions @ 2
Class Advisor JR	2 positions @ 1
Class Advisor Senior	2 positions @ 1
Class Advisor SO	2 positions @ 2
Color guard - Fall	4
Color guard - Spring	4
Diversity- HS	4
Diversity- MS	4
Drama Club	3
Drama Club – MS	4
EEC	3
French Club HS	4
Future Teachers	4
Health and Wellness Club	4
Lafayette Music Director	Up to 3 hrs./event \leq 10 events
Library Club	4
Marching Band- HS	1 +.035 (add-on)
Marching Band- MS	2 +.035 (add-on)
Master Minds	3
Musical- Orchestra	4
Musical Director	1
Musical Vocal	1
National Honor Society	2 positions @ 3
Newsletter HS	4
Newsletter MS	3
Photo Editor LAF	4 + .15 (add-on)
Photo Editor SY	4 + .15 (add-on)
SADD	4
Ski Club	4

Co – Curricular Index		Base Index: \$52,896		
LEVELS	1	2	3	4
Yrs. 1 – 3	.058	.044	.03	.0156
Yrs. 7 – 9	.062	.048	.034	.016
Yrs. 10 – 12	.064	.05	.036	.0162
Yrs. 13 – 15	.066	.052	.038	.0164
Yrs. 15+	.068	.054	.04	.0166

Spanish Club	4
Student Council HS	2 positions @ 3
Student Council MS/ Respect	4
Skoï-Yase Music Director	Up to 3 hrs./event ≤ 10 events
TRAPP	2 positions @ 4
Tri M	4
Twirling- Fall	4
Twirling- Spring	4
UN Club	4
Varsity Club	3
Vocal Event Director	Up to 3 hrs./event ≤ 10 events
Yearbook Business	3
Yearbook HS	1 + .015 (add-on)
Yearbook MS	3 + .015 (add-on)

CHAPERONE DUTY

Chaperone duty will be assigned by the High School Principal or their designated representative on a rotating schedule by season and/or activity. Payment for such services will be as outlined below per assigned duty. Said stipend will be paid at the end of each season.

2022-2026	\$64.29
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Working hours and assignment will be the responsibility of Building Principal or designated representative. Opportunities to apply for chaperone duties or ticket takers / sellers shall be extended to all Unit Members in all District buildings. Ticket takers / sellers shall be paid at the rate established by the Board of Education. Fall sports positions shall be posted no later than June 15 of each year.

INTRAMURALS

Intramurals shall be paid per activity at the following rates:

2022-2026	\$613.08
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CLASS ADVISORS

Currently appointed class advisors (Grades 9-12) may request in writing that their duties and responsibilities be shared with additional advisors up to a maximum of two (2) additional advisors for each grade nine through twelve. Such request is to be mutually agreed to in writing by the current advisor and the additional advisor requested. This request is forwarded to the

Superintendent of Schools for their recommendation and subsequent approval by the Board of Education. If the additional appointments are approved, the current payment will be divided equally between the current advisor making the request and the additional advisor appointed.

CLUBS

In the case of clubs having more than one officially appointed advisor (i.e. appointed by the Board of Education), the remuneration shall be divided equally between (among) the advisors. However, such joint or multiple advisorships shall exist only through the mutual application of those wishing to be advisors of said club and with approval of the Board of Education.

SPECIAL WORKSHOPS, DEVELOPMENT AND INSTRUCTION

Teachers who participate in curriculum development, adult education instruction and home instruction, as well as participants in workshops approved by the Assistant Superintendent for Instruction shall be compensated at the following rates. Workshops may be funded by special grants or federal projects on an individual basis.

2022-2026	\$38.25 per hour
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SUMMER EMPLOYMENT

The following positions will be paid at the hourly rates below:

2022-2026	\$38.25
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CONTRACT ADJUSTMENTS

Unit Members may select from the following methods of payment (except chaperone duty):

1. Lump sum at end of school year
2. Lump sum at end of season
3. Pro-rated throughout the school year from beginning of activity/season.

Driver Education -The workday will consist of a maximum of 7.5 hours per day for a maximum of 31 days. Number of hours to be worked will be at the Superintendent of School's discretion.

Music -The workday will consist of a maximum of 6.0 hours per day for a maximum of 30 days.

Federal Programs -Employment under Federal programs.

Summer School Instruction -Summer school teachers.

Elementary Summer School Head Teacher – The Elementary Summer School Head Teacher shall receive a stipend of \$938.53 for 2022-2026.

Sick Day – A teacher who works eighty percent or more of their summer schedule will receive one sick day.

HEALTH INSURANCE

- A. The District will offer the following health insurance plans to active employees.
- Blue Point 2 – Select \$15 with three-tier Rx rider of \$5/\$15/\$30;
 - Healthy Blue \$15/\$25 with three-tier Rx rider \$5/\$25/\$50;
 - Healthy Blue \$30/\$50 with three-tier Rx rider \$5/\$35/\$70;
 - Healthy Blue Signature (High Deductible) with three-tier Rx rider \$5/\$35/\$70
 - Any additional plans offered by the District and/or amendments to the above plans shall be through mutual agreement of both parties.
- B. The District will contribute \$250 annually to Health Reimbursement Accounts (HRAs) for any unit member enrolled in a Healthy Blue plan (not the High Deductible). The District's annual contribution, if unused by the employee, shall 'roll-over' and accumulate from year to the next year.
- C. Any unit member who chooses the HBHD Signature Plan will also receive a District contribution to their Health Savings Account (HSA) equal to seventy-five percent (75%) of the FLASHP HSA employer maximum. For example, the current FLASHP amounts are \$1,500 (75% = \$1,125) for a single and \$3,000 (75% = 2,250) for any family plan. If the current FLASHP determined amounts change significantly, the parties shall meet to negotiate the impact.
- D. The base plan will be the Healthy Blue Signature (High Deductible) Plan with the \$5/\$35/\$70 Rx rider. The base plan will include a District health savings account (HSA) contribution. The District's premium contribution to the base plan will be equal to the full premium (100%) of the plan and seventy-five (75%) of the HSA.
- E. The District will contribute the base plan amount towards the premium of any other plan chosen by the unit member. However, any remaining premium amount above and beyond this financial contribution shall be responsibility of the unit member. For example, a unit member who chooses the Family HB \$30/\$50 plan with an annual premium of \$26,986 would receive a District base plan contribution of \$19,857. This is equal to 100% of the HD premium of \$17,607 + 75% (\$2,250) of the Family HSA of \$3,000. The remaining \$7,129 (\$26,986-\$19,857) would be the responsibility of the unit member. All employee contributions shall be made on a pre-tax payroll deduction.
- G. Upon written notification to the District, any unit member who does not subscribe to any of the District's health insurance plans will be paid a \$2,000 annual opt-out. The unit member must apply for this benefit annually. The benefit shall be disbursed as an additional stipend in the last pay period of the school year.

- H. Any employee who resigns between July 1st and August 31st may remain on the District's health insurance plan as long as they pay the employee premium portion. The District will pay the remaining premium.
- I. Benefits Committee-The District and the Association shall form a Benefits Committee that will be composed of equal number of representatives and meet periodically to discuss shared areas of interest related to employee benefits, especially health insurance. Any recommendations from the committee will be submitted to the Superintendent and President for consideration and possible implementation.

DENTAL INSURANCE

Effective July 1, 2018, the agreed upon plan shall be offered to all members of the bargaining unit, who shall be responsible for 100% of the premium cost.

LIFE INSURANCE

Effective July 1, 1989, the Board agrees to provide at no cost to Unit Members: Accidental Death and Dismemberment (AD&D) - Term insurance; policy life insurance - \$10,000.00; AD&D - \$10,000.00; benefit reduction at age 70; and AD&D coverage - 24 hour Eligibility is for all full-time employees. Unit Members must submit application for coverage at the time of employment.

EMPLOYEE ASSISTANCE PLAN

An Employee Assistance Plan is to be maintained for the life of this Agreement. A committee composed of District representatives and 2 Association members appointed by the President will meet annually to evaluate the services provided by the employee assistance agency and recommend changes as needed.

PAYROLL DEDUCTIONS

Tax Sheltered Annuities

- A. The existing arrangements for payroll deduction from the salary of each Unit Member for tax-sheltered annuities will be continued.
- B. Dues Deduction -
 - 1. Pursuant to Section 208(b) of Article 14 of the Civil Service Law, an employee, who has made designation of an employee organization as described under Section 103.0 of these by-laws, may authorize in writing, on a form to be supplied by the employer, that their regular dues payable to the organization of employees so designated, be deducted by the employer from their regular salary or wage payments and that the same be paid over by the employer to the organization so designated.

2. Dues deduction must conform to the following regulations: (a) Authorization form must be on file at least 14 days prior to the payroll on which they will become effective; (b) the deduction must be for equal amounts for each payroll indicated in the authorization; (c) all employees of a representative's organization shall be required to have dues deducted from the same number of payrolls.

3. All dues deducted under the provisions of these by-laws will be paid to the Treasurer of the organization by the employer at the end of the dues collection period; or if the dues collection period exceeds a period of one month, a payment of dues collected will be paid at the end of each month.

The Association shall further be responsible for reporting to the District the amount of dues to be deducted. The dues deductions will be deducted in a manner agreed upon between the District and the Association.

C. Personal Flexible Spending Account (Section 125 Plan)

The amount contributable by Unit Members to the Employee's personal Flexible Spending Account (section 125 Plan) can be increased to the maximum allowed by the Internal Revenue Service.

CREDIT UNION/BANKS

- A. Unit Members may have monies deducted for savings and repayment of loans in the Finger Lakes Federal Credit Union and other banks with wiring capabilities upon proper written authorization by the Unit Member and under the following conditions: One (1) authorization and one (1) change in authorization per year.
- B. The District shall not be liable for deductions made hereunder, and the Association shall indemnify and protect the District against liability and claims that may arise by reason of the District's compliance with this Article.

REIMBURSEMENT FOR LOSS

- A. The Board of Education shall reimburse Unit Members for reasonable cost of replacing or repairing dentures, eye glasses, hearing aids, or similar bodily appurtenances not covered by Workmen's Compensation or compensated from other sources, which are damaged or destroyed as a result of an injury sustained in the course of the Unit Member's employment when such Unit Member has not been personally negligent with reference to the incident. All claims must be filed with the District Administration Office no later than ten (10) days following the incident. Failure to report within the 10-day limitation will release the School District from any and all obligations stated in this paragraph.
- B. The Board of Education will reimburse Unit Members for reasonable cost, unless compensated by other means, of any clothing or other personal property damaged or

destroyed as a result of an assault suffered by the Unit Member while they were acting in the discharge of their duties within the scope of their employment, when the Unit Member has not been personally negligent with reference to the incident. Failure to report within the 10-day limitation will release the School District from any and all obligations stated in this paragraph.

USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The Principal of the building in question will be notified in advance of the time and place of all such meetings.
- B. There will be one (1) bulletin board in all faculty lounges for the use of the Association.
- C. The Association will be allowed reasonable use of duplicating facilities. The Association will purchase supplies and operator time.
- D. The Association will be allowed the use of interschool mail facilities and faculty mailboxes.

TERMINATION

- A. Where a Unit Member is to be recommended for dismissal either during or at the end of their probationary term, they shall, at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and date of the Board meeting at which it is to be considered. Such Member may no later than twenty-one (21) days prior to such meeting, request in writing that they be furnished with a written statement giving reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such Unit Member may file a written response to such statement with the District Clerk no later than seven (7) days prior to the date of the Board meeting.
- B. This section shall not be construed as modifying existing law with respect to the rights of probationary Unit Members or the power and duties of Boards of Education with respect to the discontinuance of services of Unit Members or appointment of tenure of Unit Members except as stated below.
- C. Notwithstanding the above, no tenured Unit Member shall be dismissed without just cause. No probationary teacher shall be disciplined or discharged for arbitrary or capricious reasons. The District shall have valid documentation to discipline or discharge a probationary teacher.

RETIREMENT HEALTH INSURANCE

Effective June 30, 2018 the District shall provide the following health insurance plan options to

retired employees who are enrolled at the time of retirement. The premium burden shall be the responsibility of the retiree excepting the District's annual contribution. For any unit member that retires on or after July 1, 2022, the annual District contribution for retirees shall be \$4,000 if they have 20-24 years of service, \$5,000 if they have 25-29 years of service, and \$6,000 if they have 30 or more years of service.

- Blue Point 2 Select (\$15) w/ \$5/\$15/\$30 Rx
- Healthy Blue \$15/\$25 w/ \$5/\$25/\$50 Rx
- Healthy Blue \$30/\$50 w/ \$5/\$35/\$70 Rx
- Healthy Blue Signature (High Deductible) w/ \$5/\$35/\$70 Rx

A Unit Member who has completed twenty (20) years of continuous credited service in the Waterloo Central School District will be entitled to health insurance upon retirement (eligible to retire without diminished benefit under the New York State Teachers' Retirement System). For retirements on or after July 1, 2022, the District will contribute annually toward the retiree's personal contribution to health insurance as follows:

20-24 years of service: \$4,000

25-29 years of service: \$5,000

30 + years of service: \$6,000

The foregoing payment will cease when the retiree is eligible for Medicare, dies or whichever comes first. In order for the Unit Members to be eligible for health insurance upon retirement, they must submit an irrevocable letter of resignation to the Superintendent by February 1st and retire by June 30th of that school year. Health insurance at retirement became effective July 1, 1997.

RETIREMENT INCENTIVE

The District agrees to provide the following retirement incentive for the 2022-2026 school years. Bargaining unit members hired on or after July 1, 2018, and who are in Tier 6, shall not be eligible for the retirement incentive.

If any Unit Member does not submit an irrevocable letter of resignation when first eligible to retire, then they will no longer be eligible for the retirement incentive.

If any further retirement incentives are adopted, the eligible Unit Member may only select one incentive.

Eligibility

1. Must be first eligible to retire without reduced pension benefit.
2. At least 20 years of service in the Waterloo Central School District.

Irrevocable Letter of Resignation

When a Unit Member first becomes eligible for the incentive, they must submit an irrevocable letter of resignation to be received in the office of the Superintendent by the close of business on December 15th of the school year in which they will retire. If such Unit Member does not submit an irrevocable letter of resignation when first eligible, then they will no longer be eligible for the retirement incentive.

Effective Date of Resignation

Unit Members who are eligible to retire must resign effective June 30th of the school year in which they plan to retire. However, if a Unit Member first becomes eligible to retire without penalty during the school year, they may resign at the end of the first semester and receive the above retirement incentive as long as they have given at least four (4) months advance written notice to the District (i.e., irrevocable letter of resignation).

Calculation of Incentive

Fourteen thousand six hundred forty six dollars (\$14,646) plus sixty (\$60.00) dollars per day for each accumulated, but unused sick day up to a maximum of one hundred twenty-five (125) unused sick days for teachers, School Counselors, speech therapists, occupational therapists and psychologists. Three thousand six hundred sixty one dollars (\$3,661) plus fifteen dollars (\$15.00) per day for each accumulated, but unused sick days up to a maximum of one hundred twenty-five (125) unused days for teaching assistants and school nurses.

The incentive payment shall be made as a 403-b employer contribution in the month of July immediately following retirement in an employee established 403-B plan with a district approved provider, which shall include appropriate indemnifications. The common remitter for the 403-b distributions will be mutually determined by both the Association and the District.

Notwithstanding §209-a.1.(e) or any other provision of the Taylor Law, this retirement incentive shall fully expire on June 30, 2026 and the District's failure to continue the incentive after that date shall not constitute an improper labor practice.

GENERAL INFORMATION

- A. No Unit Member shall suffer any professional disadvantages by reason of their membership in the Association or participation in its lawful activities.
- B. If negotiation meetings between the School District and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a Building Representative, member of the PR&R Committee, or other representative

designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, they will, upon agreement with their Principal or immediate Superior be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any Unit Member whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

- C. The President of the Association will be emailed notification that the approved minutes of official Board meetings are available online as soon as possible after such meetings. The official agenda of the meeting will also be available online no later than the Friday prior to the meeting.
- D. Copies of the Contract of Agreement shall be printed at the joint expense of the School District and the Association and a copy given to each Unit Member.
- E. The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of the Agreement to any Unit Member or group of Unit Members shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- F. Military leave shall be provided pursuant to state and federal law.

STAFF DRESS REGULATIONS

The Board of Education and the WEA recognize that staff should dress appropriately and professionally. The WEA and the District will work jointly to ensure that Unit Members dress professionally.

LABOR – MANAGEMENT

Effective upon ratification, a Labor – Management Committee (LMC) composed of an equal number of representatives from the District and the Association shall meet, at least quarterly, to examine areas of interest, including, but not limited to building concerns such as scheduling. Any recommendations from the LMC may be submitted to the Superintendent and the Association for consideration and implementation.

DURATION OF AGREEMENT

Except as otherwise noted, this Agreement shall be in effect as of July 1, 2022, and shall continue in effect through June 30, 2026. The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not. Items contained herein can be renegotiated for any succeeding contract.

The Association affirms that it does not assert the right to strike against the School Board, to assist or participate in such strike or to impose an obligation to conduct, assist or participate in such a strike, subject to the provisions of the Taylor Law. The contents of the Agreement cannot be changed except by mutual consent in writing.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION ON 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.

FOR THE DISTRICT

Terri Bavis

Terri Bavis
WCSD Superintendent of Schools

1/6/2023

Date

FOR THE ASSOCIATION

Jacque Hauf

Jacque Hauf
WEA Co-President

1/6/2023

Date

FOR THE ASSOCIATION

Chelsea Jay

Chelsea Jay
WEA Co-President

1/6/2023

Ratified by the Waterloo Education Association on 9/6/2022.

Ratified by the Waterloo Board of Education on 9/8/2022.