

Collective Negotiations Agreement 2022-2026

Between

The Superintendent of the

West Seneca Central School District and

The West Seneca Teachers Association, Inc.



for the period July 1, 2022 - June 30, 2026

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AGREEMENT

THIS AGREEMENT IS made as of July 1, 2022 - June 30, 2026, between the Superintendent of Schools of West Seneca Central School District hereinafter referred to the "Superintendent" and the West Seneca Teachers Association, hereinafter referenced to as the "Association."

Article 1 Management Rights Clause

- 1.1 Unless specified otherwise, the term "Superintendent"** as used in the Agreement shall mean Superintendent and his/her designee.
- 1.2 Unless expressly provided otherwise in this Agreement,** the Superintendent through the Board of Education reserves the right to:
 - 1.2.1** Direct the work of the employees;
 - 1.2.2** Hire, promote, demote, transfer, assign and retain employees in positions within the school system;
 - 1.2.3** Maintain the efficiency of the school operations;
 - 1.2.4** Determine services to be rendered by the public schools;
 - 1.2.5** Take action as may be necessary to carry out the mission of the public school;
 - 1.2.6** Determine the methods, means, and personnel by which operations are to be carried on;
 - 1.2.7** Be the policy-making and governing body of the public schools.

Article 2 Recognition

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

1. Superintendent of Schools Principals
2. Directors
3. Coordinators
4. Administrative Interns
5. Deputy Superintendent
6. Assistant Principals
7. Assistant Directors
8. Supervisor

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

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

2.4 Triborough. Pursuant to the Civil Service Law, Section 209-a, all the terms of this Agreement shall be continued after June 30, 2026 until a new agreement is negotiated.

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

2.6 The Association & the District agree to the following:

2.6.1 Part-time coordinators and Teachers-on-Assignment (TOSA) are teachers holding certified positions who have had their teaching load reduced from full time teaching positions in order to assume other teacher duties.

2.6.2 Continue in Unit. Part-time coordinators and teachers-on-assignment shall remain in the teachers' bargaining unit and continue to maintain full-time positions in their original tenure areas of appointment and to accrue seniority in those tenure areas for so long as they continue to be assigned and to perform teacher duties.

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

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

2.6.5 Following 180 cumulative school days of service, full-time replacements for Teachers on Special Assignment (TOSA's) shall be probationary appointments, and such replacements will be placed on the step, in accordance with Paragraph 4.2.4 of this Agreement.

Article 3 Negotiation Procedure

- 3.1 Initial Negotiations.** The parties agree to begin negotiations for a successor contract after January 1, 2026.
- 3.2 Proposal Exchange.** Any time after February 15, but before March 31, 2026, the Association and the District shall exchange written proposals. Thereafter, additional proposals may be introduced only with the consent of the parties.
- 3.3 Proposals Comply with Law.** The proposals shall set forth the matters to be negotiated in accordance with the provisions of Article 14 of the Civil Service Law of the State of New York.
- 3.4 Timing.** Any time after a period of two (2) weeks from submission of the proposals to the Superintendent, negotiations shall commence upon fifteen (15) day's notice by either party.
- 3.5 General Compliance with Civil Service Law.** Except as specifically provided otherwise in this Agreement, negotiations shall be conducted in accordance with the provisions of Article 14 of the Civil Service Law.
- 3.6 Negotiating Teams.** Each party may choose any person or persons it desires to represent it for the purpose of negotiations provided, however, that such representative or representatives shall have the power and authority to make and consider proposals on behalf of their respective parties.
- 3.7 Closed Meetings.** Negotiations shall be open only to the authorized representative or representatives of each party, their legal counsel, and/or any other person or consultant whose presence either party may deem necessary.
- 3.8 Media Statements.** During negotiations, neither party shall make any statement to any public communications media regarding said negotiations without first notifying the other party.
- 3.9 Memorandum of Understanding.** Immediately upon the conclusion of negotiations, a memorandum of understanding shall be drawn which shall list the matters agreed upon. Said memorandum of understanding shall include all items altered by negotiations, including the final written language of said changes, shall be signed by the parties' representatives, and shall be submitted for ratification to the Association.
- 3.10 Signing.** When a final and complete Agreement is drafted by the parties, it shall be signed by the parties.

Article 4 Definitions, Interpretation and Legal Effect

- 4.1 Definition.** Whenever a term set forth in this Article 4 is used in this Agreement, it has the meaning contained in the Section of this Article 4 which begins with that term.
 - 4.1.1** "District" means the West Seneca Central School District and is intended to refer to it as the employing entity. It applies to all persons (e.g., the Superintendent of Schools and Administrators) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
 - 4.1.2** "Association" means the West Seneca Teachers Association and applies to all persons and bodies properly authorized by the Association to act on its behalf.

- 4.1.3 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 4.1.4 "Superintendent" means the person appointed by the Board to serve on a regular, acting or interim basis as the District's Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent to do it.
- 4.1.5 "Teacher" means a person in a position included in the unit described in Article 2 of this Agreement, unless otherwise specifically indicated in a provision of this Agreement.
- 4.1.6 "Party" means the District or the Association.
- 4.1.7 "Parties" means the District and the Association.
- 4.1.8 "Amendment" means a change in the provisions of this Agreement which (a) is made during the term of the Agreement by mutual consent of the parties; (b) is in writing; (c) is designated therein as an Amendment and (d) is signed and dated by authorized representatives of the parties.
- 4.1.9 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 4.1.10 "Grievant" means the teacher or group of teachers or the Association, who have submitted a grievance.
- 4.1.11 "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which representatives of both parties sign this Agreement or, if the representatives sign on different dates, then the latest date on which a party signs.
- 4.1.12 "Unit" means the negotiating unit set forth in Section 2.1 of the Agreement.
- 4.1.13 "Notice" and "Notify" mean that: (a) if notice is to be given to the District, it must be done in writing delivered to the Superintendent in person (in which case the Superintendent shall sign a receipt therefor) or by sending it to the Superintendent by registered or certified mail or by telegram at the District office; (b) if notice is to be given to the Association, it must be done in writing delivered to the President of the Association in person (in which case the President shall sign a receipt therefor) or by sending it to the President by registered or certified mail or by telegram at the Association's office as shown on the books of the District.
- 4.1.14 "Fiscal Year" means the period from July 1st to the next succeeding June 30th.
- 4.1.15 "Active Payroll" means only the time when the teacher is being paid for working, or is on paid leave, holiday or recess time, as opposed to the time when the teacher is on unpaid status such as absent without leave, on unpaid leave or layoff.

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

- 4.2.1 **Gender.** A word of one gender applies also to the other gender unless the context clearly indicates that only the gender used is intended (e.g., the use of "she" in reference to maternity).
- 4.2.2 A word used in the singular number applies also in the plural.

- 4.2.3** Each lettered Appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- 4.2.4** Each provision of this Agreement is severable from every other provision of this Agreement.
- 4.2.5** If this Agreement requires a party or a person to do anything which is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remains valid.
- 4.3** **Execution Date.** All the agreements which the parties have reached during negotiations are recorded in this Agreement or in Memoranda of Agreement which bear the same date as the Execution Date. This Agreement, together with such Memorandum of Agreement, constitute the entire and complete record of the binding commitments between the parties. From and after the Execution Date, no other document shall constitute a binding commitment between the parties unless it is (1) dated on or after such Execution Date and (2) signed by a duly authorized representative of each party.
- 4.4** **Validity.** If a court or agency of competent jurisdiction (such as PERB, EEOC, SDHR, IRS or NYSOSHA) determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties shall not be obliged to observe the invalid provision.
- 4.5** **Practice.** Neither party is obliged to continue any practice or policy except to the extent same is listed in an Appendix to this Agreement to be developed by a committee established by the parties not later than ten (10) days following approval of this Agreement.
- 4.6** **Grievance arbitration rulings.** Settlements to grievances, made subsequent to the execution of this memorandum, will be utilized as past practices of the District and serve as a guide in future discussions.
- 4.7** **Fragmentation.** The District will not arbitrarily fragment full-time positions within the bargaining unit to avoid full-time appointments (Grievance 00-14).
- 4.8** **Bargaining Unit Work.** Teacher Aides, and Teacher Assistants may not be assigned bargaining unit work of a teacher, such as study hall or cafeteria supervision, unless under the direction of a teacher (Arbitration Cases 15 390 00786 96 and 15 390 00676 97).

Article 5 Salary

- 5.1** **Schedules.** The salary schedule for teachers shall be set forth in "Schedule A" attached hereto and made part of this Agreement.
- 5.2** **Placement.** Step placement on salary schedules shall be determined as follows:
- 5.2.1** **New Teacher.** A new teacher shall mean any teacher who has NOT worked as a temporary part-time (half-time or more), regular substitute, probationary, or tenured teacher in the District, or a teacher who has voluntarily severed employment and now seeks to be rehired. The District shall have the sole discretion to grant up to five (5) years of experience credit for salary purposes.

- 5.2.2 Preferred Eligible List.** WSCSD Teacher presently employed or on the Preferred Eligible List (PEL) accepting appointment to a position in another tenure area – The District shall place the teacher on the step the teacher would be entitled to if he/she remained in the same tenure area.
- 5.2.3 Recall.** The District shall credit a teacher with up to five (5) years of full-time (not less than half-time or day-to-day substitute) certificated experience, in the teacher's tenure area as specified by Part 30 of the Rules of the Board of Regents, earned while the teacher was on the Preferred Eligible List.
- 5.2.4 Service Credit.** West Seneca CSD Temporary Part-time (half-time or more) or Regular Substitute Teacher - The District shall credit experience in such a position as normal, full-time experience for purposes of step placement.
- 5.2.5 Change of Assignments.** Members of the bargaining unit changing assignments from teaching assistant to teacher do not transfer service credit for salary step placement (Article 18).
- 5.2.6 Long-Term Substitutes.** A teaching assistant who has rendered service as a long-term substitute teacher shall earn teaching assistant salary credit for time earned as a teacher (Article 18).
- 5.3 Hourly Rate.** Shall be defined at 75% of Step 15 of Masters' Degree Schedule divided by 186 divided by 7.25
- 5.4 Daily Rate.** Shall be defined as the hourly rate multiplied by 7.25.
- 5.5 Summer School Schedule.** Effective July 1, 2022, Unit members who are employed for summer school shall be paid the Hourly Rate as set forth in "Schedule B" attached hereto and made a part of this Agreement.
- 5.6 Extra-Curricular.** The stipends for extra-curricular assignments and supervision of student activities shall be paid in accordance with the amounts set forth in "Schedule D" attached hereto and made part of this Agreement.
- 5.7 Coaches.** The stipends for coaches and intramurals shall be paid in accordance with amounts set forth in "Schedule D" attached hereto and made part of this Agreement.
- 5.8 Limitations.** No member shall be paid a higher rate than the salary steps commensurate with the number of years of his/her teaching or guidance experience, military service and work experience training.
- 5.9 Graduate Hours.**
- 5.9.1** In addition to the above, each member, other than summer school teachers, shall be paid at the rate of \$50.00 per graduate hour. The payment for graduate hours shall be limited to a maximum of BA plus 60 or MA plus 30. Prior approval to be granted to graduate courses and programs that lead to certification for a position included in the New York State Teachers' Retirement System. Graduate credit shall not be granted for courses outside of the teacher's Part 30 tenure area, e.g., for counselor or administrator courses. Graduate courses and programs specifically designed to prepare an individual for possible employment outside of education shall not be approved.
- 5.9.2** Credit hours earned prior to the awarding of the Master's Degree will not be recognized toward the Master plus 30 credit hours.

5.10 Annual Renewal Option (ARO) Guidelines.

5.10.1 Payment. All probationary and tenured staff who complete fifteen (15) ARO hours annually will be compensated at the rate of \$130 per block of three (3) clock hours. Payment will be disbursed in the subsequent school year.

5.10.2 A teacher completing in excess of 15 ARO hours will be compensated at the rate of \$130 per block of three clock hours to a maximum of \$650. Payment will be disbursed in the year after which it is earned.

5.11 20 Year Increment. Members who have been in continuous service for at least twenty (20) years in the West Seneca Central School District shall be eligible for a ONE-TIME-ONLY service increment. This increment is to be \$2,000 payable as part of the member's total salary for the school year in which it is received. Application for the increment must be submitted to the Superintendent of the District no later than one school semester in advance of the school year in which the increment is to be paid. Continuous service for this section only, will include approved paid leaves of absence provided the member returns to work as indicated in the approved leave. Unpaid leaves will not be included in the total of twenty (20) years for eligibility for the service increment.

However, unpaid continuous service for this section only, will include approved paid leaves of absence provided the member returns to work as indicated in the approved leave. Unpaid leaves will not be included in the total of twenty (20) years for eligibility for the service increment. However, unpaid leaves of absence will not be considered to constitute discontinuous service. Consistent with Section 5.9 Salary paragraph I 20 Year Increment (\$2,000) will be paid regard-less if the employee does not work the full year in which the payment is requested (Grievance 9-89).

24 Year Increment. Members who have been in continuous service for at least twenty-four (24) years in the West Seneca Central School District shall be eligible for a ONE-TIME-ONLY service increment. This increment is to be \$2,000 payable as part of the member's total salary for the school year in which it is received. Application for the increment must be submitted to the Superintendent of the District no later than one school semester in advance of the school year in which the increment is to be paid. Payment shall occur after the member has completed the required year of continuous service. Continuous service for this section only, will include approved paid leaves of absence provided the member returns to work as indicated in the approved leave. Unpaid leaves will not be included in the total of twenty-four (24) years for eligibility for the service increment.

However, unpaid continuous service for this section only, will include approved paid leaves of absence provided the member returns to work as indicated in the approved leave. Unpaid leaves will not be included in the total of twenty-four (24) years for eligibility for the service increment. However, unpaid leaves of absence will not be considered to constitute discontinuous service. Consistent with Section 5.9 Salary paragraph I, 24 Year Increment (\$2,000) will be paid regardless if the employee does not work the full year in which the payment is requested (Grievance 9-89).

5.12 Curriculum Writing. Effective July 1, 2022 teachers shall be compensated at the hourly rate for each hour worked on curriculum writing.

5.13 Summer Programs. Unit members who are employed for summer programs (other than traditional summer school) shall be paid the hourly/daily rate.

5.14 National Board Certification. A one-time stipend of \$1,500.00 will be paid to teachers who have earned National Board Certification (NBC) as recognized by the National Board for Professional Teaching Standards (NBPTS).

5.15 Compliance Training. Completion of required annual compliance training will be compensated at a rate of \$130. Such training shall not exceed three (3) hours in length and must be completed by Dec 1. Upon completion of the required training, payment will be made along with regular payroll by January 31 in the same fiscal year.

Article 6 School Counselors, Psychologists, & Social Workers

- 6.1 Schedules.** The salary schedule for School Counselors and Social Workers shall be set forth in Schedule B and for Psychologists shall be set forth in Schedule F attached hereto and made part of this Agreement.
- 6.2 One Two-Hundredth.** School Counselors, Social Workers and Psychologists who are paid on their respective negotiated salary schedules will have 1/200 of their yearly rate added to their pay for each day worked in excess of the teachers from September 1 through June 30.
- 6.3 Summer Pay.** Days worked in July and August will be compensated at the rate of 1/200 of current contract salary for each day worked.
- 6.4 Conference Days.** School Counselors, Psychologists and Social Workers shall have school district conference days identical to those for the total of teachers as set forth in the calendar attached hereto. Workshop programs and/or specialized conferences may be scheduled on those days with the prior approval of the Superintendent.

Article 7 Working Conditions

7.1 Remedial/Tutorial.

- 7.1.1** The length of the standard workday shall be defined by Article 7- Working Conditions, Paragraphs 7.2.1-7.2.3. Regular instruction shall be only Monday through Friday during the workday as defined in Paragraphs 7.2.1-7.2.3
- 7.1.2** After hours instruction will not be conducted on Sunday. After hours instruction will not begin after 7:30 PM on Monday-Friday or after 3:00 PM on Saturday.
- 7.1.3** Regular instruction is defined as teaching a course which requires student grading, student evaluation and/or course credit and is an integral part of the educational program. (Examples include, but not limited to, Math Course III, Social Studies Grade 7, Grade 2, and Music. These courses will be taught according to Article 7-Working Conditions, Paragraphs 7.2.1-7.2.3.
- 7.1.4** Remedial/Supervision is primarily guiding or directing student activities in their assignments or work. Test grades and course credit are not required. (For example: Study Table, Study Hall, Computer Lab Supervision, etc.) See 7.1.9.1 below.
- 7.1.5** Tutorial/Instruction is defined as instruction that involves reviewing previously presented material and examination preparation. Test grades and course credit are not required. (For example: preparing for the new state standards tests including high school Regents examinations.) See 7.1.9.2 below.
- 7.1.6** Participation in after-hours instruction will be totally voluntary. Members of the bargaining unit will not be harassed, suffer recriminations, or loss of status for not participating in the program.
- 7.1.7 Selection Process.**
 - 7.1.7.1** The District agrees to employ bargaining unit members for after-hours instruction except as indicated below in item 7.1.7.4.

7.1.7.2 The District shall first seek appropriately certified tenured teachers to provide after-hours instruction. All assignments will be posted in all buildings and to the Association President. In the event that there are more volunteers than openings, the District shall select from the pool of eligible volunteers according to the voluntary transfer language established in the Collective Bargaining Agreement (Article 9.3). For Tutorial/Instruction members currently engaged in the teaching of the subject matter shall receive priority. For example, a District Biology teacher shall receive priority over a District Chemistry teacher when the subject matter for instruction is Biology.

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

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

7.1.8 Rate of Pay.

7.1.8.1 Remedial/Supervision (referring to 7.1.4 above) and Tutorial/Instruction (referring to 7.1.5 above) shall be compensated at the hourly rate.

7.1.9 Work in the after-hours programs shall be distinct and separate from work in the regular program. Specifically, a teacher working in the after-hours program shall acquire no additional rights to seniority or other rights under the contract. Appointments to the after-hours positions shall be on temporary basis for up to one year and subject to posting requirements as stated above for the next academic year.

7.2 Workday.

7.2.1 Length. No teacher shall be required to work more than seven and one quarter (7¼) hours per day. The time between the beginning of the teacher and student days and the time between the ending of the student and the teacher days is work time during which the teacher is to be available for the performance of duties such as meetings with other teachers, administrators, parents and students. The daily starting and ending times of the teachers' work day shall be established by the building principal on a semester-by-semester basis through use of the Joint Committee established by Section 19.6 of this Agreement, but individual variations therefrom may be agreed to in writing by the building principal on a semester-by-semester basis.

7.2.2 Extra Work Pay/Limitations. Those teachers assigned duties beyond the normal workday must be compensated at the hourly rate. Credit recovery shall be compensated at 50% of Step 15 of Masters' Degree Schedule divided by 186 divided by 7.25. Notwithstanding the foregoing, teachers and teaching assistants shall be required to attend, without additional compensation, up to ten (10) additional hours per school year. However, the additional time can only be added in one hour blocks in which the entire faculty of a building is in attendance, although not necessarily in the same locations. The additional hours can only be added to the workday with ten (10) working days' notice. All hours allocated in this section can be utilized other than as described above by mutual agreement between the President of the Association and the Superintendent of Schools.

7.2.3 Alter Start/End Time. The starting and ending times of the teachers' workday may be altered once per year for the purpose of parent conferences. The decision to do so will be made by the SDMT in each building. Teachers will be given thirty (30) days notification of such an alteration in the workday.

7.2.4 Block Scheduling.

7.2.4.1 The purpose of block scheduling is to promote improved student performance and:

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

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

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

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

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

7.2.4.2 The WSTA agrees to support Block Scheduling Model provided the terms and conditions of this agreement are adhered to.

7.2.4.3 In the event that one or more of the provisions of the Agreement become inconsistent with the implementation of block scheduling, the parties agree to re-open negotiations on that point prior to using the grievance procedure. Either the District or the WSTA Inc. may make a written request to re-open negotiations.

7.3 40 Consecutive Minutes. All teachers shall have two hundred forty (240) minutes of planning per week to be utilized consistent with current practices. The District will make every effort to have forty (40) consecutive minutes of preparation and planning time during the teaching day. Each teacher, shall have one (1) planning period day as follows:

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

7.3.2 Planning Period.

7.3.2.1 Notwithstanding the foregoing, it shall not be a violation of this Agreement if a teacher does not have a planning period if a meeting is held during the teacher's scheduled planning period between the teacher and a director, coordinator or teacher-on- assignment provided that such meetings are limited to no more than one such meeting per month and are scheduled on not less than five (5) days' notice to the teacher (unless such notice is waived by the teacher).

7.3.2.2 The District will provide elementary teachers and elementary self-contained special education teachers, an additional forty (40) minutes of preparation and planning time over a one (1) week period. For the purposes of this clause, a week shall be defined as a school calendar week when students are in session three or more days.

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

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

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

7.3.4 Within existing resources, the District will permit all elementary classes to attend a forty (40) minute library class each week school is in session with a certified Library Media Specialist.

7.4 More than 5 Classes. Secondary teachers (Grievance 19-07) assigned to more than five (5) daily teaching assignments shall have no regularly scheduled study hall or other special duty assignment. Secondary teachers who have more than five (5) daily teaching assignments may be assigned a homeroom (not to include an activity period type homeroom). The parties recognize that a travel assignment is not a special duty assignment under the terms of the agreement (Arbitration Case 87 0595). This provision will also apply to Secondary Special Education teachers teaching core curriculum, except those in co-teaching assignments or teachers of life skills.

7.5 Preparations. Secondary teachers who are required to have more than three (3) daily scheduled preparations shall not have more than five (5) daily assignments. The District will not use this clause as a mechanism to decrease the size of the teaching staff.

7.5.1 Courses with unique course registration numbers and titles on the student management system (e.g., PowerSchool) will be considered different preparations.

7.5.2 Special area teachers with more than five (5) teaching assignments and more than four (4) preparations will receive a stipend of \$500 for each additional preparation over four (4), per semester. All other teachers with five (5) teaching assignments and more than three (3) preparations will receive a stipend of \$500 for each additional preparation over three (3), per semester.

7.5.3 In the event that one or more of the provisions of this Agreement unique to Article VI become inconsistent with the implementation of block scheduling or building configuration, the parties agree to reopen negotiations on that point prior to utilizing the grievance procedure. In that event, either the District or the Association may request to reopen negotiations in writing.

7.6 Limits on Extra Duty.

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

7.6.2 Elementary teachers or providers of related teaching services with more than six (6) daily teaching assignments or more than 280 minutes of contact time will not be given more than 40 minutes of supervisory duties per day.

- 7.7 Double Tasking.** The District will not assign teachers to more than one teaching or special duty assignment during the same time period, except in cases of emergency, without the prior approval of the teacher and the Association. This provision is not intended to change or modify the provisions of Paragraph 7.3, 7.4 or 7.5 of Article 7 of this Agreement.
- 7.8 Teacher Coverage.**
- 7.8.1** The District acknowledges the importance of maintaining teachers in their regularly scheduled assignment. Prior to pulling a teacher out of their regularly scheduled assignment, the District must make a good faith effort to fill the absence with a substitute teacher.
- 7.8.2** All elementary, middle school, and high school teachers will be provided with an opportunity to sign-up on a volunteer basis to forfeit twenty (20) planning blocks of forty (40) minute periods each on a one-time basis for the purpose of serving as a substitute for an absent teacher. Such teachers will be compensated at twenty-five dollars (\$25.00) per forty (40) minute period not to exceed five hundred dollars (\$500.00); The building principal and the senior clerk will coordinate and schedule such assignments on a rotating basis pursuant to the list established and based on necessity.
- 7.9 Annual Professional Performance Review.** The Annual Professional Performance Review process shall be consistent with the Regulations of the Commissioner of Education and be the prime measure of work performance and growth in documenting decisions relative to retention or dismissal of employees. The primary purpose of the Annual Professional Performance Process is to improve instruction. The parties recognize that the annual professional performance review is the prime measure of work performance; however, it is not the sole measure (Arbitration 77 0384); (Art. VI H.).
- 7.9.1 Annual Professional Performance Review Committee.** Upon ratification and legislative approval of this Agreement, the parties agree to the formation of a committee to oversee the Annual Professional Performance Review Process. The content of the document produced and revised by the Committee shall be included as part of this Agreement through this reference.
- 7.10 Personnel Files.** Each professional staff member shall have a proprietary right in his/her personnel file as follows:
- 7.10.1 Viewing.** The right, upon request to review the contents of the file exclusive of confidential references.
- 7.10.2 Representation.** The right to have a representative of the Association present during such review.
- 7.10.3 Copies.** The right to have reproduced for his/her own use any document contained in the file other than a confidential reference, at a cost to the member not to exceed ten (10) cents per page.
- 7.10.4 Rebuttal.** The right to submit rebuttal material at any time for inclusion in the file.
- 7.10.5 Acknowledgment.** The right to sign, for purpose of acknowledgment of presence in the file, any document contained therein.
- 7.10.6 Advise.** The right to be advised of any material to be included in the file in order to be afforded the rights set forth above.
- 7.10.7 Removal.** The personnel file shall not be removed from the central office.
- 7.11 Teacher Aides.** In an elementary building, except for special area classes, grade levels having an average enrollment of 33 will receive a teaching assistant or a teacher aide. A teaching aide or assistant will be assigned to each elementary building for the kindergarten grade level. This provision shall sunset June 30, 2026.

- 7.12 Workshops/Meetings.** Members attending a professional meeting, conference or workshop for professional improvement, or are absent from school due to official business of the school shall not suffer any loss of regular salary when such attendance has been approved by the Superintendent or his/her designee.
- 7.13 Open House.** No supervisory rate will be paid to a unit member for attendance in one (1) open house per school year. The District shall designate in each building one such open house during the school year. However, if teachers are required to participate in additional functions of a similar nature, they will be paid at the normal supervision rate.
- 7.14 Conference Attendance.** The Superintendent, at his/her sole discretion, may grant approval for professional or educational conference attendance. Teachers who wish to be absent for this purpose shall submit a request in writing to the Superintendent.
- 7.14.1** Eligibility for such attendance shall include:
- 7.14.1.1 Sponsors.** Officers, Board Members and Committee Members of the organization sponsoring the conference.
 - 7.14.1.2 Speakers.** Speakers and other participants in the program of said conference.
 - 7.14.1.3 Related Fields.** Members whose educational field is related to the subject of the conference.
- 7.14.2** The Superintendent, at his/her sole discretion, may grant approval for a professional visit to neighboring school districts to observe innovative programs upon ten (10) days' notice and with the requirement that a written report be made to the building principal within one (1) week after such visit. All personnel who attend an educational and/or professional conference shall be paid their regular salary for the time they are absent for this reason. Conference request shall be limited to budgetary allowance.
- 7.15 Department Coordinators, Chairpersons and Leaders**
- 7.15.1 Coordinators.** Coordinators shall be responsible for all DISTRICT activities/buildings.
- 7.15.1.1** Meet regularly with administration and report back to the rest of the department to build a consistent message and share accurate information. Provide curricular support and decisions with administration. Provide quarterly department report.
 - 7.15.1.2** Lead departmental data analysis, goal setting, and long-term planning for the district.
 - 7.15.1.3** Facilitate data analysis meetings and create a department-wide action plan that highlights how instructional gaps will be addressed to help students.
 - 7.15.1.4** Assist administration with staffing and scheduling needs.
 - 7.15.1.5** Lead event coordination for department/building events aligned with your content area(s).
 - 7.15.1.6** Build and maintain the department budget(s) by efficiently deploying resources to meet the needs of the program.
 - 7.15.1.7** Order, track, inventory, and distribute equipment, materials, and supplies for the department programs. Lead exam coordination including facilitation, scoring, and reporting for the district.
 - 7.15.1.8** Responsible for assessment design, production, and distribution (final, midterm, and other assessments).

7.15.1.9 Develop, disseminate, and facilitate the assessments as well as the scoring and scanning of assessments for compliance with APPR.

7.15.1.10 Lead professional development opportunities which include: Superintendent Conference Days, Data Days, Leadership Day (during last two weeks of August – date to be communicated by June 1), with guidance from either building leadership, district leadership or central office leadership.

7.15.1.11 Coordinators will be annually evaluated in accordance with the expectations described in this article.

7.15.2 Building Chairperson.

7.15.2.1 Meet regularly with administration and report back to the rest of the department to build a consistent message and share accurate information. Provide quarterly department report.

7.15.2.2 Provide curricular support and decision input with administration.

7.15.2.3 Lead departmental data analysis, goal setting, and long-term planning for the building, including data days.

7.15.2.4 Facilitate data analysis meetings and prepare reports for department members to guide dialogue.

7.15.2.5 Assist administration in departmental budget maintenance. Assist in ordering, tracking, inventory, and distribution of equipment, materials, and supplies for the department in your building.

7.15.2.6 Lead department exam coordination including facilitation, scoring, and reporting for the building.

7.15.2.7 Responsible for assessment design, production, and distribution (Final, midterm, and other assessments).

7.15.2.8 Work in coordination with building leadership directors, assistant superintendents, and other department coordinators/chairs/leaders to plan, implement, and evaluate professional development meetings and sessions. Participate in Leadership Day.

7.15.2.9 Assist administration with assessing and evaluating building staffing and scheduling needs as needed/requested.

7.15.2.10 Chairpersons will be annually evaluated in accordance with the expectations described in this article.

7.15.3 District Chairperson.

7.15.3.1 Meet regularly with administration and report back to the rest of the department to build a consistent message and sharing accurate information. Provide quarterly department report.

7.15.3.2 Provide curricular support and decisions with administration.

7.15.3.3 Lead departmental data analysis, goal setting, and long-term planning for the District including data days.

7.15.3.4 Facilitate data analysis meetings and prepare reports for department members to guide dialogue. Assisting administration with building staffing and scheduling needs.

7.15.3.5 Assist administration in departmental budget maintenance. Assist to order, track, inventory, and distribute equipment, materials, and supplies for the department.

7.15.3.6 Lead department exam coordination including facilitation, scoring, and reporting for the District.

7.15.3.7 Responsible for assessment design, production, and distribution (Final, midterm, and other assessments).

7.15.3.8 Work in coordination with building leadership, directors, assistant superintendents, and other department coordinators/chairs/leaders to plan, implement, and evaluate professional development meetings and sessions. Participate in Leadership Day.

7.15.3.9 Assist administration with assessing and evaluating building staffing and scheduling needs as needed/requested.

7.15.3.10 Chairpersons will be annually evaluated in accordance with the expectations described in this article.

7.15.4 Leaders.

7.15.4.1 Meet regularly with administration and report back to the rest of the department/grade level band to build a consistent message and sharing accurate information. Provide quarterly department/grade level band report.

7.15.4.2 Participate in departmental goal setting, maintain and monitor curriculum needs.

7.15.4.3 Assist administrators with the development and execution of the curriculum, data analysis, exam administration.

7.15.4.4 Facilitate data analysis meetings including data days.

7.15.4.5 Collaborate and communicate with teachers, other department leaders chairs, and coordinators.

7.15.4.6 Assist administration as needed to order, track, inventory, and distribute equipment, materials, and supplies for the building.

7.15.4.7 Manage and distribute supplies, materials and tools within the department/building.

7.15.4.8 Participate in Leadership Day.

7.15.4.9 Leaders will be annually evaluated in accordance with the expectations described in this article.

7.15.5 District Music Coordinator. In addition to the Coordinator items listed above, based on the level of responsibilities and obligations of the District Music Coordinator, the stipend will be 8.81% of Step 15 Masters' Degree Schedule with the ability to claim up to 30 hours of supervision for work over the summer months.

Coordinators, Leaders, and Chairs

Coordinators	Music (release time) ENL Business Tech Library PE/Health
HS Chairs	ELA W. Language Math Science SS Sp. Ed Student Services PE/Health Art Business Music Tech
MS Chairs	ELA W. Language Math Science SS Sp. Ed PE/Health Art FACS Music Tech Student Services (include elementary counselor)
District Chairs	Psychologist Social Worker Speech OT/PT Reading
Elementary Leaders	Primary ELA/SS Primary Math/Science Intermediate ELA/SS Intermediate Math/Science Special Ed

*No chair/leader will be assigned to a building where a coordinator resides for that same area.

Primary= K, 1, 2

Intermediate= 3,4,5

Language for District Chair same as "building chair"

**With the exception of elementary leader positions, members who currently hold positions which are being restructured will be given the right of first refusal for 2022-23 school year only.

7.15.6 Pay. Department Chairs, District Chairs, Leaders, and District Coordinators shall be compensated according to the below table:

		2022-23	2203-24	2204-25	2025-26
	Step 15	\$97,276	\$99,465	\$101,703	\$104,246
Level	Percent	Amount	Amount	Amount	Amount
District Music Coordinator	8.81%	\$8,569	\$8,762	\$8,959	\$9,183
District Coordinators	4.45%	\$4,332	\$4,430	\$4,529	\$4,643
Department/District Chairs	3.25%	\$3,158	\$3,229	\$3,302	\$3,385
Department Leaders	1.30%	\$1,260	\$1,288	\$1,317	\$1,350
District Literacy Facilitator	1.30%	\$1,260	\$1,288	\$1,317	\$1,350

- 7.16 Travel Expenses.** All members shall be compensated for travel expenses incurred during the performance of their duties at the rate per mile approved by IRS guidelines when using their personal automobiles. If requested, the Superintendent will give a member a letter stating that such use of a personal automobile was for meeting their responsibilities in the assigned position. No such letter will be given for travel from home to work and return.
- 7.17 Meeting Notice.** Except in the case of an emergency as determined by the building principal or the Superintendent, members shall be given forty-eight (48) hours prior notice of any faculty meeting at which their attendance is mandated.
- 7.18 Grades.** The principal of each school or the Superintendent shall make the final determination of pupil grades. Before any grade determination is made, which is not in accord with the original grade determination by the teacher, consideration will be given to the recommendation of the teacher, the Department Chair, and the supporting staff.
- 7.19 Participation in Development.** Teacher representatives of a department or a grade level shall be invited to participate in revisions of existing areas of instruction and/or development of new areas of instruction. This section shall not apply to changes mandated by the State Education Department.
- 7.20 Budget Participation.** Teachers of each department and grade level shall be involved in the preparation of budget requests for their area or grade level. If changes in budget requests at the building level are required to be made, each department and grade level may make recommendations to the building principal. Final decisions shall be made by the building principal.
- 7.21 Advised of Student Issues.** Members shall be advised of emotional, psychological and medical conditions, which necessitate adjustments to be made by a teacher in the method of teaching in regard to a particular student. This section is not to be construed to require the divulgence of any confidential medical information.
- 7.22 Cumulative Records.** In the elementary grades, accumulative records and files shall be made available to the teacher no later than the first day of school.

- 7.23 Representation.** A teacher shall have the right to an Association representative at any meeting called by an administrator which is investigatory and/or for disciplinary action. The teacher shall be advised of the intent of such a meeting. If the teacher waives the right to representation, the teacher shall sign a waiver to that effect.
- 7.24 Required Attendance.** No member shall be required to attend any function prior to the commencement of the school year.
- 7.25 Policy Book.** Each building will be provided with at least two copies of the Board's Policy Handbook.
- 7.26 Teacher Protection.**
- 7.26.1 Use of Force.** A teacher may use such force as is necessary to protect himself/herself from attack, or to prevent injury to another student.
- 7.26.2 Absence.** Whenever a teacher is absent from school as a result of personal injury caused by an unprovoked assault by a student while the teacher is acting within the scope of his/her employment, the teacher will be paid full salary for the period of such absence not to exceed thirty (30) working days. (Deduct Worker's Compensation from salary.) Absence as a result of an assault will not be charged to sick leave. Damage to clothing or personal property will be compensated to a maximum of \$150, upon submission of proof of payment.
- 7.26.3 Examination.** The Superintendent shall have the right to order the teacher to be examined by a school physician for the purpose of establishing the period of time during which the teacher is temporarily disabled and cannot perform his/her teaching duties. The opinion of the school physician as to the period of time of temporary disability shall control.
- 7.26.4 Re-admission of Student.** In the event, the assault took place in a classroom to which the student and the teacher are assigned, the building administrator will meet with the teacher prior to readmission of the student to the particular classroom.
- 7.27 Repairs.** It is agreed between the parties that repairs of a disruptive nature will be avoided during school hours, unless repairs are such as to ensure the safety and comfort of staff and students, or to prevent further damage to the building.
- 7.28 Special Education Common Planning Period.** Those teachers (regular education - special education in an integrated co-teaching or consultant teaching model) providing direct educational services to five (5) or more classified students (at one time and during a specific class) in a general education setting for a designated subject, will be entitled to have one hundred and sixty (160) minutes of common planning time to be taken over a four (4) week period. This common planning is to be taken in not less than forty (40) minute increments. The District is committed and will continue to find opportunities for common planning time where able.
- Common planning time is in addition to the two hundred forty (240) minutes per week specified in the Collective Bargaining Agreement. For example, this would apply to a fourth grade general education teacher who co-teaches with a special education teacher in a class made-up of twenty-one (21) general education students and five (5) classified students.
- 7.29 Speech Therapists.** shall have no more than nine (9) sessions of direct speech therapy per day. The remaining time of the workday shall be used to complete duties such as Medicaid computer input, speech language evaluation, report writing, consultations, etc.
- 7.30 Physical Therapists and Occupational Therapists.** shall have no more than nine (9) direct therapy sessions per day. The remaining time of the workday shall be used to complete duties such as Medicaid computer input, physical therapy evaluation, report writing, consultations, etc.

7.31 Travel Time. Teachers whose workday entails that they perform duties at more than one building will be entitled to travel time between each assigned building. This time is exclusive from their work and will not conflict with their lunch or planning periods.

7.32 Miscellaneous Provisions.

7.32.1 Master Schedule. The District shall provide each member with a copy of the master schedule for their home building on the first day of the school year.

7.32.2 Teacher Schedule. The District will attempt to place each teacher's course assignments for the upcoming school year on PowerSchool following the "student/management rollover" in July.

7.32.3 Course Enrollment Procedure. Course enrollment numbers will be available to teachers upon request as the course sign-up procedure progresses throughout the year.

7.32.4 Course Offerings. The District will consider the availability of currently employed teachers among other factors when determining courses to be offered.

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

7.33 Credit Recovery.

7.33.1 The District agrees to employ unit members for the Digital Learning/Credit Recovery Program and will post teaching positions that become available as a result of the establishment of the Program in accordance with the standard operating procedures under the Collective Negotiations Agreement.

7.33.2 Recommendations from the "Child Study Teams" will be utilized in assigning students to participate in the Program; and core classroom teachers will be able to submit lists to the "Child Study Teams" of students they recommend be so assigned.

7.33.3 In selecting teachers to staff positions that become available in the Program, the District will show preference to unit members who were previously employed in the Program for said positions. If additional personnel are required, the District will staff the positions by individuals represented by WSTA.

7.33.4 The criteria that will be used in selecting the teachers to be assigned to said Program will be certification, skills required to oversee the Program, experience in working with a Digital Learning/Credit Recovery Program; performance evaluations, and seniority.

7.33.5 The District will provide the time and other resources necessary to the professional development of those assigned to oversee the Program.

7.33.6 The District will develop a process for the evaluation of teachers in the Program and this tool will be approved by WSTA.

7.33.7 The District will develop a process to evaluate the Program itself.

7.33.8 Teachers assigned to the Program outside of the regular teaching day/year will be compensated at the rate of 50% of Step 15 of Masters' Degree Schedule divided by 186 divided by 7.25 per hour of work and provided sufficient planning time to prepare for the assignment.

7.33.9 The District will not use the Program to replace course offerings or to reduce teachers.

Article 8 Association Rights

- 8.1 Visitation.** The President and/or one elected officer of the Association, at any one time shall visit the buildings of the District or the WSTA office for any purpose relating to the affairs of the Association. Notice shall be given to the building administrator prior to leaving the building. Any such visit by the President and/or one elected officer shall not conflict with his/her scheduled teaching assignments.
- 8.2 Association Meetings.** Building representatives shall be permitted to conduct Association meetings after the dismissal of students has been completed; provided that:
- 8.2.1 Notice.** At least twenty-four (24) hours' notice of such meetings shall be given to the building principal. In the event of a conflict with a scheduled meeting of a building principal, the latter shall prevail.
- 8.2.2 Report.** Members assigned to duty shall report to that duty.
- 8.2.3 Number of Meetings.** No more than two (2) such meetings shall be conducted in any one calendar month.
- 8.3 Meeting with Principals.** The principal of each school shall meet once a month with the designated building representatives of the Association at the request of the Association to discuss matters of mutual concern.
- 8.4 Meetings with the Superintendent.** The Superintendent or representative designated by him/her shall meet with the President of the Association and his/her Representatives once a month to discuss matters relating to the implementation of this Agreement and other matters of mutual concern. Meetings may be called by either the Superintendent or by the President of the Association at a mutually agreed upon time.
- 8.4.1 Ad Hoc Committees.** May be instituted by the Superintendent and the President of the Association when deemed necessary by the parties.
- 8.5 Information.** The Superintendent shall make the following information available to the Association within a reasonable time after the request therefore:
- 8.5.1 Distribution.** Staff distribution by degree, step and credit hours.
- 8.5.2 Sick Days Used.** Total number of sick days used by members on a particular date.
- 8.5.3 By Date.** Total number of personal days used by members on a particular date.
- 8.5.4 Number of Users.** Number of members using extended sick leave and number of days used.
- 8.5.5 Number and cost of substitute days.**
- 8.5.6 Number and cost of teacher aides.**
- 8.5.7 ST-3.** End of year spending on every budgetary item as per ST-3 form, which will be available at the end of the fiscal year.

8.5.8 Teacher/pupil ratio.

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

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

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

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

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

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

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

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

8.7 Salary Determination. A regular substitute is a substitute who is appointed by the Board of Education to take the place of a teacher on unpaid leave. If a regular substitute is given an assignment in which an incumbent is on an unpaid leave, the salary will be the negotiated salary schedule for years of service and degree status.

8.8 Promotions. All vacancies in promotional positions shall be posted in each school and the job description for any such positions shall be available in the Administrative office of each school.

8.9 Regular Substitutes (Long Term Substitutes).

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

8.9.2 Regular/Long term substitutes are eligible to accumulate sick leave (Grievance 78-6).

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

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

8.11 Use of Facilities. The Association, in furtherance of its business shall be permitted use of:

8.11.1 Teacher mailboxes

8.11.2 Designated teacher bulletin boards

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

8.12 Association Days. The Superintendent will make available a total of 20 work days to the Association for conducting Association business. It is understood by the parties that these days are not for business conducted in the District. The President of the Association will notify the Superintendent at least ten (10) days, when possible, in advance of any days to be taken and the names of persons using the days. It is assumed the days are used for state or national meetings, PERB hearings, and conferences. No reimbursement for expenses will be made by the District.

8.13 Release Time.

The President of the West Seneca Teachers Association will be given release time, without loss of pay or benefits, not to exceed .2, solely for the purpose of completing responsibilities and duties related to his/her position as President of the West Seneca Teachers Association.

8.13.1 This will not be used to eliminate course offerings or teaching positions.

8.13.2 This agreement will not have any adverse or negative impact on course offerings or teachers.

8.13.3 The West Seneca Teachers Association will not be responsible for any financial cost of this release time.

8.13.4 The West Seneca Teachers Association President's compensation, seniority, and other related benefits will not be lessened due to this agreement.

Article 9 Transfer

9.1 Definition of Transfer.

9.1.1 Majority Assignment. A transfer is to be considered as a move from a majority assignment (51% or more) in one building to a majority assignment (51% or more) in another building. For transfer purposes, if a teacher does not have a majority assignment, the District shall designate one building as the majority. This will be done each year by October 15th. Traveling related service providers (OTs, PTs, Vision, and Speech) will not have their majority assignment designated until October 15th annually of their existing assigned buildings.

9.1.2 Organizational Changes. If an entire grade, special education class or program is moved at the request of an affected teacher, the District may choose not to move the teacher with the grade, class or program. In the event more than one teacher requests not to move, the District will consider requests in light of the criteria contained in 9.1.1 A "program" is defined as a course or set of courses, or a service or a set of services constituting an area of specialization.

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

9.2.1 Origin of Position. Available assignments resulting from resignation, retirement, excessing and approved leaves of absence will be posted for at least five (5) working days after the within-building shifts, if any, have been made. In-building shifts can only take place prior to the beginning of the entire transfer procedure.

9.2.2 In the case of a position which first becomes available for transfer due to the reasons outlined in 9.2.1 between the beginning of the transfer procedure and August 1st, (example, a resignation tendered on May 1st, effective June 1st) the entire transfer process for this specific posting begins when the opening first comes available and in building shifts may occur before the position is posted.

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

9.2.3.1 The District will notify the President of the WSTA, Inc. of positions which become available for transfer between May 15th and August 1st. It shall be the responsibility of the Association to notify members of the negotiating unit of such available positions. Positions available for transfer will be those identified in Article 9.2.1.

9.2.3.2 Positions which become available for transfer between October 1st and the end of the school year will be filled by the District on a temporary basis, pending the postings and assignment provisions of 9.2.1 above.

9.2.3.3 Positions which become available for transfer between August 1st and the end of the school year requiring a new hire will be filled by the District on a temporary basis, pending the postings and assignment provisions of 9.2.2 above.

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

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

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

9.3 Voluntary Transfer.

9.3.1 Criteria. In the determination of voluntary transfers, the Superintendent shall take into consideration certification, experience, the last three composite annual evaluations and additional training and seniority. These factors shall be applied progressively. A candidate must be certified to teach the subject where the vacancy exists. In-district experience is compared at the following levels: Birth to 6, 5 to 8 and 7 to 12. Relevant teaching experience in another school district shall be considered as additional training for this clause.

9.3.2 Required Interview. In the event one (1) teacher requests a specific transfer, the building principal shall interview the teacher. The District may select the teacher or select an external candidate. Any unit member who applies for, and is certified for a position outside of their tenure area, shall be granted an interview. 9.3.3 shall not apply in this instance. Interviews shall occur after any applicable transfer process (posting) has been completed. The parties acknowledge that granting an interview shall not entitle the member to the position applied for. Discretion to select the successful candidate for an open position remains with the District.

9.3.3 Rule of Two. If there is more than one teacher request for a specific transfer, then the District must select from those teachers according to 9.3.2. In the event that declination and/or withdrawal results in one candidate in the transfer pool rule. 9.3.2 will apply.

9.4 Involuntary Transfer.

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

9.4.2 District Rights. The District shall have the right to involuntary transfer a teacher:

9.4.2.1 Scheduling Needs. For demonstrated academic need which cannot be resolved by reasonable scheduling changes.

9.4.2.2 Level of Instruction. When a change in building assignment is necessary to improve the level of instruction of the teacher. Prior to making such a transfer the District will attempt to provide constructive direction to assist the teacher to improve the level of their instruction. The teacher will be given the opportunity to transfer voluntarily. Constructive direction means that the administration will develop an improvement plan with specific targets for improvement.

9.4.2.2.1 Reasons for Transfer. Prior to the effective date of the transfer, the Superintendent of Schools will meet with the teacher (if requested) to discuss the reasons for the transfer.

9.4.2.2.2 Notification of WSTA. Prior to such involuntary transfers, the District shall notify the WSTA of its intention to implement the transfer.

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

9.4.2.3.1 Volunteers. Volunteers will first be sought as per 9.3.

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

9.4.2.3.3 Process K-6. If the transfer is due to conditions as described in 9.4.2.3 above, then the District will transfer from the particular building, requiring the transfer of the least senior person.

9.4.2.3.4 Process 7-12 or K-12. If the transfer is due to conditions as described in 9.4.2.3 above, then the District will transfer from the particular building requiring the transfer of the least senior person in K-12 or 7-12.

Article 10 Grievance Procedure

- 10.1 Definition.** A grievance is a claim by a member that as to him/her, or by members that as to them or by the Association that there has been a violation, misinterpretation or inequitable application of this Agreement.
- 10.2 Representation.** An aggrieved party shall be represented in all steps of the Grievance Procedure as hereinafter set forth.
- 10.3 Immediate Supervisor.** For purposes of this Article, "Immediate Supervisor" shall mean a "Building Principal, or Principals" when the aggrieved is a member, or a group of members, and the "Superintendent" when the aggrieved is the Association.
- 10.4 Time Limits.** A written grievance must be submitted at Step 1 within forty (40) school days of any violation.
- 10.5 Meet with Supervisor.** An aggrieved party may first meet with his/her immediate supervisor to discuss his/her grievance or may move directly to Step 1 of the Grievance Procedure, or to Step 2 when the Association is the aggrieved party, as hereinafter set forth. The aggrieved party may be accompanied by his/her Grievance Committee Chairperson as this informal discussion with his/her immediate supervisor.
- 10.6 Procedures.** The Grievance Procedure shall be as follows:

~~10.6.1~~ Step 1.

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

Step 2.

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

Step 3.

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

The arbitrator may be selected by mutual agreement of the Association and the Superintendent. Failing mutual agreement, the parties shall be bound by the selection process and rules of the American Arbitration Association (AAA) in the selection of an arbitrator and in the arbitration itself. The costs of the services of the arbitrator will be borne equally by the parties. The arbitrator shall have no power, or authority to add to, subtract from or modify this Agreement, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.

- 10.7 Non-Interference.** No aggrieved party shall be restrained, coerced, interfered with, discriminated against, or suffer any reprisal whatsoever from the use of, or recourse to the aforementioned Grievance Procedure.
- 10.8 Definition of Days.** The word "days" (with the exception of weekends and holidays) shall be substituted for the words "school days" in Section 10.6 of the Article whenever a grievance cannot be processed to completion before the expiration of the school year.

Article 11 Health Insurance

- 11.1 Benefit Trust Agreement.** The Benefit Trust, a Trust established under the laws of the State of New York pursuant to a written Trust Agreement (the "Trust Agreement hereafter") dated October 1, 1991, and with Trustees appointed solely by the Association operated entirely by the Association shall be responsible for providing health and dental insurance for certified full-time and part-time employees (at least .5) who are bound by the Association Bargaining Agreement and its retirees with an effective date of July 1, 1991. Retirees with an effective date of retirement prior to July 1, 1991 will be (and have been) given a one-time- only irrevocable choice of remaining under the District's plan or switching coverage to the Benefit Trust.
- 11.2 No Responsibility.** Other than the payment of the contributions specified below in Sections 11.5, 11.6 and 11.7, the District shall have no responsibility for furnishing health, dental, or other insurance to members of or retirees from the bargaining unit.
- 11.3 Modifications.** The Trust Agreement, and any modifications of addendum thereto, will be submitted to the District solely for the purpose of ascertaining that the purposes and operation of the Benefit Fund comply with the requirements of the Collective Bargaining Agreement.
- 11.4 Annual Report.** The Benefit Trust Trustees shall furnish two (2) copies of their annual report of financial operations to the District solely for the purpose of satisfying the District's need to know that the public monies contributed to the Fund have been expended solely for the purposes consistent with this Collective Bargaining Agreement. (For the same purpose, the Fund Trustees shall make the books of the Fund available for inspection by the Superintendent, or his/her designee, at a reasonable time and place agreed upon by both parties).
- 11.5 District Contributions.** The amount contributed by the District to the Benefit Trust for each member (not retiree) appointed half-time or more shall be:

Effective July 1, 2022	\$1204
Effective July 1, 2023	\$1228
Effective July 1, 2024	\$1277
Effective July 1, 2025	\$1328

The spouse and dependents (as defined in IRS Form 1040) of a member who dies while in service will be eligible to utilize accumulated sick leave to receive paid health insurance benefits under the terms of Section 11.1.

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

- 11.7 "Funded Retirees."** Those retirees who by this Collective Bargaining Agreement received monies from the District to purchase health insurance after retirement are called "Funded Retirees." They shall have an amount equal to the cost of their coverage deducted from their accounts and transmitted to the Benefit Trust on a monthly basis. This District will have no obligation to furnish health or dental insurance to teacher retirees with an effective date of October 1, 1992 or after. "Retirees" may also elect to have 95% of the lump sum amount resulting from the conversion of this accumulated sick leave pursuant to Section 11.1 forwarded directly to the Benefit Trust for use by the individual for medical expenses under the IRS guidelines for medical reimbursement.
- 11.8 District Contributions and Billing.**
- 11.8.1 Contributions.** District contributions to the Benefit Trust will be made on the first day of the month.
- 11.8.2 Billing.** Billing information, including total number of covered members, covered retirees (by name and amount), and any changes (by name and amount), shall be furnished to the District by the 15th of the month prior to when payment is due. Any member (including new employees) who is employed by the District on the 15th day of the month shall be included for billing purposes. Conversely, any member who resigns, retires, or takes an unpaid leave of absence on or before the 15th day of the month shall not be included in the billing. When necessary, the credits and adjustments shall be made in the month following the addition or deletion of covered members.
- 11.9 Accumulated Sick Leave.** Accumulated sick leave will be converted to a lump sum account which shall be payable to the Benefit Trust per Section 11.7 Effective March 16, 2010, the following preconditions shall apply:
- 11.9.1 Vesting.** Retirees must have credited thirteen (13) years of actual paid teaching in the District exclusive of unpaid leave.
- 11.9.2 Notification.** Covered employees are encouraged to provide as much notification as reasonably possible of their intent to resign for retirement purposes.
- 11.9.3 Contributions.** Amounts contributed will be as follows:
- 11.9.3.1** The number of total accumulated sick leave days multiplied by \$100 per day for a maximum of 225 days.
- 11.9.3.2** Days accumulated in the last ten years of service prior to retirement shall be converted at the rate of \$150 per day.
- 11.9.4 Separation from District.** Effective July 1, 2014, the members who elect to separate from the District for retirement purposes under the terms of the New York State Teachers Retirement System shall be entitled to an additional \$20,000 in contribution to the Trust to cover expenditures for health care coverage in retirement.
- 11.9.4.1** Effective July 1, 2022, unit members who provided notice to retire prior to February 1 for the purposes of a July retirement of the same year shall be provided an additional \$5,000. In addition, they may accumulate a maximum of 245 days for purposes of 11.9.3.1. This notice requirement shall be waived for a retirement occurring during (or at the conclusion of) the 2021-2022 school year.
- 11.9.4.2** This benefit will be in compliance with the regulations of the Internal Revenue Service.

11.9.5 First year of eligibility. Effective upon ratification, members who elect to separate from the District for retirement purposes during their first year of eligibility (to do so without penalty under the terms of the New York State Teachers Retirement System) shall be entitled to an additional \$10,000 in contribution to the Trust to cover expenditures for health care coverage in retirement. In order to be eligible for this benefit, members must notify the District of their intention to retire by February 1 for a July retirement. This notice requirement shall be waived for a retirement occurring during (or at the conclusion of) the 2021-2022 school year. For the 2022-2023 school year only, members who were first year eligible for retirement in the 2021-2022 school year pursuant to 11.9.5 shall be eligible for the benefit described therein.

11.9.6 Availability. The account shall be available to the retiree until the total amount converted pursuant to Paragraph I, of this section is exhausted. The spouse and dependents (as defined by IRS code on Form 1040) of a "covered retiree" who dies shall be eligible to receive paid health insurance until the member's account is exhausted.

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

11.10 Excessed Teacher Eligibility. Teachers excessed as a result of reduction in force shall be eligible to buy into and continue in the Benefit Trust group health insurance at the expense of the excessed teachers for a maximum period of eighteen (18) months; provided, however, that the District shall pay fifty (50%) percent of the cost for the first year only. In lieu thereof, the excessed teacher may elect to purchase health insurance through a state-established American Health Benefit Exchange or Federally-Facilitated Exchange established under the Patient Protection and Affordable Care Act, in the state of his or her residence, and receive reimbursement for fifty percent (50%) of the cost for the first year only. In no event, however, shall the District pay more than fifty percent (50%) of the applicable Benefit Trust group health insurance premium.

11.11 District Duties. It shall be the responsibility of the District to:

11.11.1 Information. Provide the Benefit Trust, in a timely manner, the names, addresses and phone numbers of all new employees who qualify for benefits under 11.1.

11.11.2 Notification. Notify the Benefit Trust of any C.O.B.R.A. qualifying events, of which it has knowledge, which may impact on insurance coverage.

11.11.3 Distribute Enrollment forms to new employees as well as those returning from unpaid leave.

11.11.4 Forward Payroll information in alpha (not numeric) order, if possible.

11.11.5 Retiree Payments. Make a separate payment, to the Benefit Trust, for "Funded Retirees".

11.11.6 Notification. Notify the Benefit Trust, in a timely manner, when employees are entitled to insurance (as outlined in 11.5), begin unpaid leave, retire or are excessed.

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

11.12 125 Plan. The parties agree to establish a Section 125 Plan. All administrative costs shall be borne by the West Seneca Teachers Association, Inc. Benefit Trust Fund.

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

Article 12 Sick, Personal, Bereavement Leave & Special Purpose Leave

12.1 Sick Leave.

12.1.1 Leave Days. Each member, on an annual basis, other than Summer School Teachers, shall be allowed without loss of salary in each year of service up to sixteen (16) leave days. If a member, other than Summer School Teachers, does not use the full amount of leave allowed in any year of service, the amount not used shall be accumulated from year to year and used, if needed up to a maximum of two hundred twenty-five (225) working days. Necessary absences due to medical appointments on account of personal sickness or physical disability shall be deducted from Leave.

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

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

12.1.4 Family Sick Days. Each member, other than Summer School Teachers, shall be allowed to designate five sick days per year as days of immediate family illness. Immediate family shall be defined in Section 12.3.1. Necessary absences due to medical appointments on account of family illness or physical disability shall be deducted from family sick days.

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

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

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

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

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

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

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

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

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

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

Upon return to active duty, a member must repay the days withdrawn from the Bank. Effective November 2, 2004, the repayment rate will be six (6) days per year for individuals who owe less than 30 days and 10 days per year for individuals who owe more than 30 days. If a member does not return to active service in the District, or separates from the District's employ prior to full repayment, the member will pay the District the monetary value of the balance of the days owed, and the District shall restore said balance to the Bank upon receiving payment thereof. The District may enforce its right to payment here-under by either offsetting the amount due from any monies due the member from the District upon separation and/or by a legal proceeding to collect any balance due under the promissory note executed by the member as a condition to receiving the loan.

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

An employee's membership in the Bank shall terminate upon the employee's termination of employment, or failure to contribute to the Bank as required. Any days contributed by the employee to that point shall remain the property of the Bank.

12.1.6 Sick Leave. Each member assigned as a Summer School Teacher shall be allowed sick leave without loss of salary for one (1) working day each summer school session on account of personal sickness or physical disability. Such sick leave shall be for the current summer school session only and shall be non-cumulative.

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

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

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

12.2 Personal Leave.

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

12.3 Bereavement Leave.

12.3.1 Bereavement. In addition to other types of leave provided for in this contract, each member, other than Summer School Teachers, shall be granted leave with pay for a maximum of five (5) working days falling within the seven (7) calendar days following the date of death of a member of the immediate family. "Immediate family," for the purpose of this Section, shall include the member's spouse, child, stepchild, grandchild, parent, step-parent, parent-in-law, brother, sister, daughter-in-law, son-in-law, or any other relative permanently residing in the same household as the member.

12.3.2 Funeral. Each member, other than Summer School Teachers, shall be granted leave with pay for one day for attendance at the funeral service of any of the following relatives: grandparent, step-grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

12.4 Special Purpose Leave.

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

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

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

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

12.4.5 Additional Restrictions. The number of leaves granted under this provision shall not exceed one-and-one-half percent (1.5%) of the bargaining unit membership.

Article 13 Unpaid Leave and Entitlement

13.1 Beginning of Unpaid Leave. Such leave shall begin when the member exhausts or is not eligible for leave as provided under Article 12 - Sick, Personal, Bereavement Leave & Special Purpose Leave. It shall be used for personal illness, family illness (spouse, parent, or a person permanently residing in the member's household), or to care for the member's child /children.

13.2 Requesting Leave. The member shall request the leave as soon as he/she determines the leave shall be necessary, but (except in the case of verifiable, unanticipated circumstances) not less than sixty (60) days before the commencement of the leave. To be eligible for an additional leave hereunder, as distinguished from an extension under 13.4.3 of this Article, the member must have been on the District's active payroll for at least six (6) consecutive months before the commencement of the additional leave.

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

13.4 Members on Leave.

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

13.4.2 Same Assignment. A member who returns to work within six (6) months, or at the beginning of the semester following six (6) months, after taking leave shall be returned to the same assignment the member had at the commencement of the leave.

13.4.3 Extensions. A member may extend an original leave by providing (30) days' notice. In such an instance the length of the entire (original plus extended) leave may not exceed two (2) years and the member's return date must coincide with the beginning of a semester.

13.5 Seniority/Tenure/Salary Advance. As with all unpaid leaves, time spent on family or medical leave shall not count toward seniority, tenure, or for salary increment purposes. (Note: In order to receive a salary increment, the member must render ninety-three (93) days of paid service during the school year.)

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

Article 14 Dues Deduction

- 14.1 Procedures.** Salary deductions shall be made for dues for the Association, the American Federation of Teachers, the New York State United Teachers, or any one or more of such associations which a member may authorize. Such deductions shall be transmitted promptly to such association or associations.
- 14.2 Forms.** Dues authorization cards shall note that the member requests and voluntarily authorizes the employer to deduct an amount equal to the regular monthly dues uniformly applicable to members of the Association and its affiliates and remit that amount to the local. The card shall note that the member understands that this authorization and assignment is not a condition of his or her employment and shall remain in effect for a period of one (1) year from the date of this authorization and shall automatically renew from year to year unless he or she revokes this authorization by sending a written, signed notice of revocation via U.S. mail to the Association. Member authorization shall be in writing in the form found in Appendix B.
- 14.3 Continuous Year to Year.** Such payroll deduction authorization shall continue from year to year as long as the member of the unit is employed by the School District or until withdrawn by written notice as provided in Section 14.9 below.
- 14.4 Certified Rate.** Each of the associations named in Section 14.1 above shall certify the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board thirty (30) days' notice to the effective date of such change.
- 14.5 Installments.** Deductions referred to in Section 14.1 A shall be made in the following manner: the total annual membership dues for those designated professional associations as mentioned above shall be deducted in twenty (20) equal installments beginning with the first pay period in October.
- 14.6 List From WSTA.** No later than three (3) weeks prior to the end of the first scheduled pay period in October, the Association shall provide the Board with a list and the original signed dues deduction cards of those members who have not previously authorized the Board to deduct for the Association named in Section 14.1.
- 14.7 Authorization.** Additional authorization submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deductions period in equal amount to one twentieth (1/20) of the annual dues for each remaining period.
- 14.8 Verification.** The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to each association for which the deductions have been made. The final transmittal shall be accompanied by a list of the members for whom the deductions have been made, and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the list should show the date of commencement of such deductions.
- 14.9 Withdrawal.** A member may withdraw his/her authorization at any time by written notice to the Board of Education at least two (2) weeks prior to the effective pay period.
- 14.10 Agency Fee.** On and after July 1, 1977, the School District shall deduct an Agency Shop fee from the compensation of employees who are not members of the Association, but are members of the teachers' bargaining unit in an amount equal to the amount of dues payable by a member for the purposes of collective negotiations in accordance with the provisions of Civil Service Law Section 108 as amended. All information to be submitted by the Association.
- 14.11 NYSUT Benefit Trust (N.B.T.).**
- 14.11.1 Deductions.** The District will deduct N.B.T. contributions, in the amount designated by the employee, from the salaries of employees who voluntarily execute a N.B.T. deduction form.

- 14.11.2 Transmission of Money.** The monies deducted under Section 14.1 above shall be transmitted by the District to N.B.T. on the pay date that the deduction is made.
- 14.11.3 Transmission of List.** The District will transmit to N.B.T. and to the Association a list of the employees for whom deductions were made and the amount of each employee's deduction.
- 14.11.4 Address Notice.** The Association will inform the District of the address of NYSUT Benefit Trust.
- 14.11.5 Payroll Deduction.** Deductions shall be made from twenty (20) consecutive paychecks between September and June, after the deduction form is filed with the payroll clerk.
- 14.11.6 New Deductions.** Deductions based on newly submitted deduction forms will begin after the deduction form is filed with the payroll clerk.

Article 15 Seniority

- 15.1 Abolition of Position.** In the event of abolition of position, teachers with greatest seniority in the tenure area of the position to be abolished shall be retained.

Article 16 School Calendar

- 16.1 Elementary Release Time – End of Year.** If the one hundred eighty (180) day attendance requirement for state aid purposes has been met, elementary school pupils (Grades K-6) shall be dismissed at 12:00 noon. for the early shift and 12:30 P.M. for late shift on the three (3) days preceding the last two (2) work days for teachers. The available time on these days shall be devoted to teacher work time. Planning time will be restricted to twenty minutes in the AM. session.
- 16.2 Elementary Release Time – Quarterly.** Five (5) school days prior to the expiration of each report card period, elementary students will be dismissed one half day at 11:00 AM for the early shift and 11:30 AM for the late shift. Teacher planning time will be limited to twenty (20) minutes in the mornings on those days. The times made available to teachers on those days will be used for a thirty-minute lunch period and the remainder will be used for teacher work time for the purpose of writing student report cards.
 - 16.2.1** All Special Education Teachers/Therapists responsible for reporting on quarter goals shall have one full day of release time without interruption for reporting.
 - 16.2.2** All Special Education teachers/therapists responsible for writing IEP's shall have one full day of release time for writing up to 15 IEP's. An additional ½ day (1½ days) release time will be given to those teachers responsible for writing between 16-22 IEP's. For those teachers responsible for writing 23 or more IEP's, an additional ½ day or two (2) full release days will be granted for all Special Education Teachers involved in IEP writing.
- 16.3 Work Year.**
 - 16.3.1** Between September 1st and June, 30th the work year for teachers shall not exceed one hundred eighty-six (186) days. The work year for non-tenured teachers shall also include, in the first year of probation, five (5) days between the last teacher workday in June and the first teacher workday in September, the remainder of probation: three (3) days between the last teacher work day in June and the first teacher workday in September. Upon agreement of the Superintendent and the President of WSTA, Inc. these days may be extended into the academic school year. Probationary teachers shall be paid the hourly rate for each hour of attendance on such additional days.
 - 16.3.2** Any work days prior to Labor Day (example Thursday, September 1) shall be discussed with the Association; any work days prior to September 1 shall require the consent of the Association.
 - 16.3.3** The last day of work in the school year shall be a half day.

- 16.4 Calendar.** The approved District Calendar for the school years 2022-2023, 2023-2024, 2024-2025, 2025-2026 will be part of this Agreement.
- 16.5 Additional Days.** If because of weather or other school closings, the number of school days remaining in the calendar plus the school days already worked is less than one hundred eighty (180), the District may schedule additional school days which will be worked by the teachers without additional compensation.
- 16.6 Summer Classroom Prep.** Four (4) total hours of compensation at the hourly rate shall be granted based upon need and with principal approval for purposes of classroom set-up in the event that an elementary classroom teacher is moved to a new classroom or building.

Article 17 Mentoring

- 17.1 Objective.** The Peer Mentoring Program will be utilized to assist new members of the negotiating unit. The program will provide non-tenured faculty with the opportunity to develop a supportive, collegial relationship with an exemplary educator and to reach the standards of tenure.
- 17.2 Configuration.** All new members of the negotiating unit, (excluding teaching assistants and long-term substitutes with assignments of less than five (5) months), will be assigned a mentor in their first year of employment in West Seneca. The ratio shall be one mentor for every first-year employee. The mentor is expected to provide the first-year employee with regular and consistent assistance.
- 17.3 Qualifications.** Members who are interested in applying to become Mentors must:
- 17.3.1** Be tenured.
 - 17.3.2** Be considered successful in the classroom.
 - 17.3.3** Be positive in their interactions with faculty, students and parents.
 - 17.3.4** Have demonstrated the effective use of a wide range of instructional strategies.
- 17.4 Selection Process.**
- 17.4.1** The principal or administrator shall post and inform, in writing, all of the members of the building of the availability of mentor positions. Applications must be submitted within ten calendar days to the principal.
 - 17.4.2** Principals may announce that there are opportunities in their building for mentors.
 - 17.4.3** Recommendations of individuals to be considered for appointment shall be made by the building principals to the Superintendent or his designee.
 - 17.4.4** Final selection of a mentor shall be made by the Superintendent and/or his designee in collaboration with the President of WSTA, Inc., and/or his designee.
 - 17.4.5** Mentor appointments shall be made on an annual basis and are for a period of one year. Removal of a mentor will not be in an arbitrary or capricious manner.
- 17.5 Confidentiality of the Mentoring Process.** The mentor/new teacher relationship and/or process shall not be used in decisions relative to retention or dismissal of a probationary employee.
- 17.6 Role of the Mentor.** Mentors will provide guidance to promote understanding of the following:
- 17.6.1** Lesson planning and record keeping
 - 17.6.2** Goal Setting Plan, self-reflection (APPR)
 - 17.6.3** Development of professional portfolio
 - 17.6.4** Classroom management and communication skills
 - 17.6.5** Pedagogy and subject matter
 - 17.6.6** NYS Learning Standards and Performance Indicators; Regents requirements

17.6.7 Building and District-level processes, procedures and routines

17.6.8 Other areas as needs arise

17.6.9 Activities may include:

17.6.9.1 Classroom visitations (both ways)

17.6.9.2 Conferencing

17.6.9.3 Other

17.7 Training. Prior to the first mentoring assignment, mentors will complete a 5-hour introductory course. These hours will be granted as ARO credits.

17.8 Compensation. Members who perform the duties of a mentor pursuant to an appointment hereunder will be paid \$550.00 per year.

17.9 Mentors for Occupational Therapists, Certified Occupational Therapist Assistants, Physical Therapists and Physical Therapist Assistants

The ratio shall be one mentor for every first year Therapist. Members who are interested in applying to become mentors must be a current Occupational Therapist, Certified Occupational Therapist Assistant, Physical Therapist or Physical Therapist Assistant, be permanent employees, be considered successful at performing their duties based on historic evaluations, be positive in their interactions with faculty, students and parents, have demonstrated the effective use of a wide range of work-related professional strategies, and will commit to completing a 5 hour mentoring professional development course ahead of beginning the mentoring assignment, facilitated by the Curriculum Cabinet Facilitator of Staff Development outside of their contractual work day for 5 hours of Annual Renewable Option (ARO) credit; and The Director of Pupil Personnel Services, or his/her designee, shall oversee the mentor selection process.

The final selection of a mentor shall be made by the Superintendent, and/or his/her designee in collaboration with the President of WSTA, Inc., and/or his/her designee. Mentor appointments shall be made on an annual basis and are for the period of one year, and Removal of a mentor appointment will not be in an arbitrary or capricious manner, and the mentor/mentee relationship and/or process shall not be used in decisions relative to retention or dismissal of a probationary employee. Mentors will provide guidance to promote an understanding of the following: record keeping, best practices, goal setting, self-reflection, development of a professional portfolio, behavior management and communication skills, applicable federal and state standards, building and district -level processes and procedures, and other areas as needs arise; and Mentoring activities may include: job shadowing, conference, other; to be recorded on the mentoring log and submitted twice a year to the Staff Development Office (December 15 and June 15).

Article 18 Teaching Assistants, Speech Therapists, Physical Therapists, Occupational Therapists, Certified Occupational Therapist Assistants, Certified Physical Therapist Assistants & Part-time Teachers

18.1 Teaching Assistants. All terms and conditions of this agreement will apply with the following modifications:

18.1.1 Graduate Credit. Teaching Assistants are not eligible for salary credit for graduate study, or the \$2,000 service increment.

18.1.2 Evaluations. There will be one (1) formal evaluation in the first year of employment and one (1) in each subsequent year of employment.

18.1.3 Seniority.

- 18.1.3.1 **Teaching Assistant Seniority** shall apply in a case of abolition of position. Teaching assistants with the greatest seniority shall be retained. Seniority shall accrue from the date of appointment as per the official minutes of the West Seneca Central School Board of Education.
- 18.1.3.2 **Excessed Assistants.** Consideration shall be given to the employment of excessed teaching assistants as itinerant substitute teachers, provided the teaching assistant meets Education Law requirements for itinerant substitute teachers.
- 18.1.3.3 **Consideration as Subs.** Teaching assistants shall be given consideration for itinerant substitute positions on days during the school year when the teaching assistant program is not in operation.
- 18.1.3.4 **Inform WSTA.** On or about September 15th of a school year the District shall inform the Association of the anticipated number of teaching assistant workdays in the school year.

18.1.4 **Salary.** The salary schedule for Teaching Assistants shall be set forth in "Schedule G."

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

18.2 Physical Therapists (PT) and Occupational Therapists (OT).

18.2.1 **Salary.** The salary schedule for Physical Therapists and Occupational Therapists shall be set forth in "Schedule A" attached hereto and made part of this Agreement.

18.3 Certified Occupational Therapist Assistants (COTA's) and Certified Physical Therapy Assistants (CPTA's).

18.3.1 All terms and conditions of this agreement will apply with the following modifications.

18.3.1.1 **Overtime** - COTA's and CPTA's are to be paid time and one-half of their regular rate after 37.25 hour work per week.

18.3.2 The salary schedule for COTA's and CPTA's shall be set forth in "Schedule H" attached hereto and made part of this Agreement.

18.3.3 **Licensure** - The District will reimburse therapists the amount necessary to procure and renew state certifications and licenses necessary for performance of their duties.

18.4 Part-Time Teachers Benefits.

18.4.1 Part-time employees of .5 or greater shall be entitled to full health and dental insurance under the WSTA Benefit Trust Fund. (Section 11.1)

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

Example: A FTE teacher is entitled to eleven (11) sick and four (4) personal days. A teacher who works two days per week (.4 FTE) shall be entitled to 4.4 sick days and 1.6 personal days per year.

Article 19 Miscellaneous Provisions

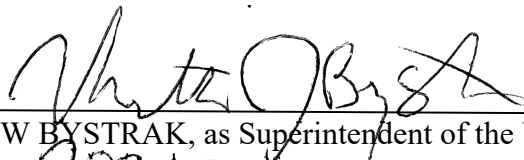
- 19.1 Printing Costs.** Copies of this Agreement shall be printed with cost shared equally by the parties, and distributed to all teachers now employed, or hereinafter employed by the School District.
- 19.2 Modification.** This Agreement may not be modified in whole or in part by the parties except by an instrument in writing executed by both parties, and any departure from any provisions of this contract by either party, or by their officers, agents or representatives, or by members of the Teachers Negotiating Unit, shall not be construed to constitute a continuing waiver of the right to enforce such provisions.
- 19.3 Contrary to Law.** If any provisions of this Agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is, or shall be, at any time be contrary to law, all other provisions of this contract shall continue in effect.
- 19.4 Supersede.** This Agreement shall supersede all previous or other agreements now or heretofore in effect.
- 19.5 Teacher Center.** The District shall contribute to the West Seneca Teachers' Center \$70,000 per year for the 2010-2011 academic year.
- Disclosure: A full accounting of the District's allocations is to be provided to the District treasurer by June 30, 2010 and June 30, 2011.
- In the event the State of New York reduces or eliminates the grant to fund the operations of the Teacher Center, the District will proportionately reduce the \$70,000 annual contributions.
- 19.6 Modifications.** Any of the provisions of Articles 7, 8 and / or 17 of this Agreement may be modified with respect to teacher working conditions for any particular building if a Joint Committee consisting of three (3) persons appointed by the Association President and three (3) persons appointed by the Superintendent so recommends by consensus in writing delivered to the Association President and the Superintendent and they both agree to the modification. Request that such a committee be formed for a particular building may be initiated by either the building principal or the Association Building Chairperson. If such a request is made, the Superintendent and the Association President will make their appointments within twenty (20) consecutive calendar days of receiving the request. Such modification shall take effect on the date agreed to by the Association President and the Superintendent and shall continue in effect until modified or abolished by the same method of committee consensus and approval of the Association President and Superintendent.
- 19.7 VOTE COPE.** Effective March 16, 2010, the District will allow a VOTE COPE payroll deduction.
- 19.8 Cost Savings.** Effective March 16, 2010, the parties agree to form a joint committee to investigate cost savings options in an attempt to avoid layoffs in the WSTA, Inc. bargaining unit.
- 19.9 Impact Bargaining.** In recognition of the cooperative approach engaged in by the Parties to reach this contract extension against the unprecedented backdrop of the COVID-19 pandemic, the Parties hereby commit to continuing to work cooperatively to address any emerging issues or challenges that may arise during the term of this extension.

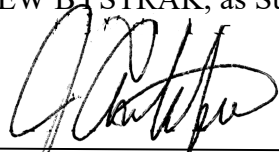
Article 20 Duration of Agreement

This Agreement shall be effective as of July 1, 2022 and shall continue in effect through June 30, 2026

SUBSCRIPTION

IN WITNESS WHEREOF, the parties and their respective representatives have executed this Agreement the 20th day of September 2022


MATTHEW BYSTRAK, as Superintendent of the West Seneca Central School District


JOSEPH CANTAFIO, as President of the West Seneca Teachers Association, Inc.

ATTEST:


School District Clerk

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

**SCHEDULE A - Teachers' Salaries: Bachelor's Degree,
Physical and Occupational Therapists**

Step	2022-23	2023-24	2024-25	2025-26
1	\$45,073	\$45,524	\$45,979	\$46,439
2	\$45,897	\$46,356	\$46,820	\$47,288
3	\$46,644	\$47,110	\$47,581	\$48,057
4	\$47,423	\$47,897	\$48,376	\$48,859
5	\$48,886	\$49,375	\$49,869	\$50,367
6	\$50,526	\$51,032	\$51,542	\$52,057
7	\$52,052	\$52,573	\$53,099	\$53,630
8	\$53,695	\$54,232	\$54,774	\$55,322
9	\$55,379	\$55,933	\$56,492	\$57,057
10	\$57,209	\$57,782	\$58,359	\$58,943
11	\$60,497	\$61,102	\$61,713	\$62,330
12	\$63,746	\$64,384	\$65,027	\$65,678
13	\$67,807	\$68,485	\$69,170	\$69,862
14	\$74,222	\$74,964	\$75,714	\$76,471
15	\$85,771	\$87,701	\$89,674	\$91,916

SCHEDULE B - Master's Degree

**Any unit member required to have a Masters Degree shall be placed on Schedule B.*

Step	2022-23	2023-24	2024-25	2025-26
1	\$47,976	\$47,976	\$47,976	\$47,976
2	\$49,735	\$49,735	\$49,735	\$49,735
3	\$50,735	\$50,735	\$50,735	\$50,735
4	\$51,779	\$51,779	\$51,779	\$51,779
5	\$52,886	\$52,886	\$52,886	\$52,886
6	\$54,226	\$54,226	\$54,226	\$54,226
7	\$55,249	\$56,249	\$56,249	\$56,249
8	\$57,300	\$57,300	\$57,500	\$57,500
9	\$58,955	\$58,955	\$58,955	\$58,955
10	\$62,880	\$62,880	\$62,880	\$62,880
11	\$63,880	\$65,728	\$65,728	\$66,728
12	\$71,536	\$71,536	\$73,536	\$73,536
13	\$77,086	\$77,086	\$77,086	\$80,086
14	\$83,687	\$83,687	\$83,687	\$87,787
15	\$97,276	\$99,465	\$101,703	\$104,246

In accordance with Section 4.7, members of the BA Schedule may earn graduate credit to a maximum of sixty (60) hours beyond the BA Degree and those individuals on the MA Schedule may earn hours to a maximum of thirty (30) hours beyond the MA Degree. Bargaining Unit members who have obtained a Doctorate Degree will be paid for sixty (60) hours beyond the MA Degree (see also Article 4).

SCHEDULE C - Summer School

Salary Effective July 1, 2022, unit members who are employed for summer school shall be paid the Hourly Rate.

Summer School schedules will not exceed thirty-four (34) days, including thirty 30 days of instruction and four additional days, which have been determined to be:

1. One (1) day - pre-instruction conference
2. Two (2) days - regents and local exams
3. One (1) day - post instruction conference

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

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

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

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

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

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

Drivers Education. Those individuals employed in the summer school drivers' education program who are assigned to transport vehicles prior to the normal starting time of the workday will be paid the negotiated stipend for the service.

SCHEDULE D - Extracurricular Assignments

Supervision of Activities. Effective July 1, 2022, Extracurricular Supervision of Activities that does not include preparation, presentation, or instruction shall be compensated at 35% of Step 15 of Masters' Degree Schedule divided by 186 divided by 7.25.

After School Supervision (Per Semester). Effective July 1, 2010, After School Supervision shall be paid at the rate of \$1,819 per semester.

Elementary Activities. The parties agree that each of the Elementary Schools in the District will be allocated five thousand five hundred dollars (\$5,500).

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

Pay. Advisors for extra-curricular activities will be paid in accordance with the following levels:

		2022-23	2023-24	2024-25	2025-26
	Step 15	\$97,276	\$99,465	\$101,703	\$104,246
Level	Percent	Amount	Amount	Amount	Amount
1	6.90%	\$6,710	\$6,861	\$7,015	\$7,191
2	4.60%	\$4,475	\$4,575	\$4,678	\$4,795
3	2.19%	\$2,132	\$2,180	\$2,229	\$2,285
4	1.96%	\$1,907	\$1,950	\$1,994	\$2,044
5	1.38%	\$1,346	\$1,377	\$1,408	\$1,443
6	0.93%	\$ 903	\$ 923	\$ 944	\$ 968
Faculty Manager - HS	15.57%	\$15,148	\$15,489	\$15,837	\$16,233
Faculty Manager - MS	8.74%	\$8,500	\$8,691	\$8,887	\$9,109
Supervision of Activities	see above	\$25.25/hr.	\$25.82/hr.	\$26.40/hr.	\$27.06/hr.

Middle School

<i>Level 3</i>	<i>Level 4</i>
Builders Club Jazz Band Musical Production	Drama Club Odyssey of the Mind
<i>Level 5</i>	<i>Level 6</i>
Art Club National Junior Honor Society Newspaper Ski Club Advisor Student Council Technology Club Yearbook Yorkers	Bookstore Foreign Language Club Math Is Everywhere Cadet Marching Band Cadet Marching Band Assistant

High School

<i>Level 1</i>	<i>Level 2</i>
Marching Band Musical Production Yearbook	Bookstore Musical Production Assistant National Honor Society Student Council Student News
<i>Level 3</i>	<i>Level 4</i>
DECA Fresh Start Mentor Program Jazz Band Leadership Program Marching Band Assistant Masterminds Model UN School Play Senior Class Advisor	Drama Club Girls' Athletic Association (GAA) Junior Class Advisor Key Club Multimedia Club Unified Sports Advisor Varsity Club Youth Activation Committee

<i>Level 5</i>	<i>Level 6</i>
Art Club Art Honor Society Business Honor Society French Honor Society Home & Careers Club Donate Life Club Science Honor Society Ski Club Advisor* Sophomore Class Advisor Spanish Honor Society	Anime Club Chess Club Color Guard Dance Team Engineering Club Foreign Exchange Program French Club Freshman Class Advisor Garden Club Gay/Straight Alliance Club Interact Club International Relations Club (IRC) Literary Magazine Math Club Mock Trial Percussion Advisor Photography Club S.A.D.D. Science Advisor Science Club Spanish Club Technology Education Club

**Compensation to those who serve as chaperones shall be limited to 2 hours of evening skiing. Advisors and chaperones are not entitled to receive any other benefit except what is necessary and required to fulfill their responsibility as an advisor or chaperone specific to the evening of skiing with the students (i.e., lift ticket).*

The parties agree that with the recommendation from a building Principal, and the approval of the President of WSTA, Inc. and the Superintendent of Schools, an extra-curricular activity may be added to or deleted from the above list

SCHEDULE E

Effective July 1, 2022, Coaches shall be compensated at the following percentages during each year of service.

		2022-23	2023-24	2024-25	2025-26
	Step 15	\$97,276	\$99,465	\$101,703	\$104,246
	Percent	Amount	Amount	Amount	Amount
Step 1					
1	6.19%	\$6,026	\$6,162	\$6,300	\$6,458
1.1	4.76%	\$4,635	\$4,739	\$4,845	\$4,967
2	4.29%	\$4,175	\$4,268	\$4,364	\$4,474
2.1	3.34%	\$3,245	\$3,318	\$3,393	\$3,478
3	3.10%	\$3,012	\$3,080	\$3,149	\$3,228
Step 2					
1	6.67%	\$6,489	\$6,635	\$6,785	\$6,954
1.1	5.24%	\$5,101	\$5,216	\$5,334	\$5,467
2	4.53%	\$4,403	\$4,502	\$4,604	\$4,719
2.1	3.57%	\$3,475	\$3,553	\$3,633	\$3,724
3	3.34%	\$3,245	\$3,318	\$3,393	\$3,478
Step 3					
1	7.15%	\$6,954	\$7,111	\$7,271	\$7,452
1.1	5.72%	\$5,561	\$5,687	\$5,814	\$5,960
2	4.76%	\$4,635	\$4,739	\$4,845	\$4,967
2.1	3.81%	\$3,705	\$3,789	\$3,874	\$3,971
3	3.57%	\$3,475	\$3,553	\$3,633	\$3,724

FACULTY MANAGER RESPONSIBILITIES:

*Duties of the MS Faculty Manager shall be aligned with stated duties below, but specific to MS level only.

General Administration of Program

It is the responsibility of the Faculty Manager to assist in the implementation of the interscholastic athletic program. The duties and responsibilities include but is not limited to the following:

1. Coordinating and developing practice schedules at each high school.
2. Coordinating facility use with each high school by supplying appropriate facility use forms including accurate schedules of when contests and practices are occurring
3. Ensuring official's vouchers are submitted in a timely fashion
4. Attend, supervise and facilitate home contests as assigned by the Director of Physical Education, Health and Athletics.
5. Arranging to greet officials, visiting team, provide locker room assistance, etc.
6. Assigning and coordinating supervision for home events
7. Providing rosters and programs for home contests
8. Coordinating athletic trainer coverage at contests with athletic office
9. Monitoring daily attendance of student-athletes

10. Coordinating awards programs and pep assemblies in conjunction with the Varsity Club and GAA Advisors
11. Communicating with custodial staff and buildings and grounds to ensure that fields and indoor facilities are prepared for competition and practices and are acceptable

Preparation of Athletic Budget

1. The Faculty Manager will assist the Director of Health, Physical Education and Athletics in determining needs and creating the athletic budget for his/her building
2. The Faculty Manager will assist in purchasing and requisitioning
3. The Faculty Manager will contact vendors if there are inconsistencies in purchase orders or items not received

Equipment

The Faculty Manager will be responsible for assisting the Director of Health, Physical Education and Athletics in:

1. Maintaining an accurate inventory of athletic equipment, uniforms and supplies
2. Checking in new equipment, uniforms and supplies with correspondence to the Director of Health, Physical Education and Athletics
3. Distributing equipment, uniforms, and supplies to coaches
4. Collecting equipment, uniforms, and supplies from coaches
5. Assessing the program needs and maintenance of equipment and facilities

Additional Responsibilities

1. The Faculty Manager will assist the guidance office at each high school with publishing period lists of academically ineligible students
2. The Faculty Manager will be responsible to attend scheduled meetings with the Director of Health, Physical Education and Athletics
3. The Faculty Manager will keep the Director of Health, Physical Education and Athletics informed of all interscholastic activities including scores of all games, etc.
4. The Faculty Manager will be responsible for processing forms for all athletic injuries to nurse, building administration, and the Director of Health, Physical Education and Athletics

Schedule and Compensation

The High School Master schedule will provide that the last block/period of a day will allow for the High School Faculty Manager to fulfill his/her responsibilities for such a position. This paragraph shall not apply to the MS faculty manager position.

Sport	Level	Sport	Level
Baseball JV	3	Soccer Assistant (Boys)	2.1
Baseball Modified	3	Soccer Assistant (Girls)	2.1
Baseball Varsity	2	Soccer JV	2.1
Basketball JV	2	Soccer Modified	2.1
Basketball Modified	2	Soccer Varsity	1.1
Basketball Varsity	1	Softball JV	3
Bowling	3	Softball Modified	3
Cheerleading Assistant	2	Softball Varsity	2
Cheerleading Varsity	1	Strength Coach*	3
Cross Country	2	Swimming Assistant	2
Cross Country Modified	3	Swimming Girls JV	3
Cross Country Assistant	3	Swimming Girls Varsity	2
Field Hockey Modified	3	Swimming Modified	2
Field Hockey JV	3	Swimming Varsity	1
Field Hockey Varsity	2	Tennis	2
Football Assistant	1.1	Track Assistant	2.1
Football Modified	1.1	Track Modified	2.1
Football Varsity	1	Track Varsity	1.1
Golf	3	Unified Basketball	2.1
Ice Hockey Assistant	2	Unified Bowling	3
Ice Hockey Varsity	1	Volleyball JV	3
Indoor Track JV	2	Volleyball Modified	3
Indoor Track Varsity	1	Volleyball Varsity	2
Lacrosse Assistant	2.1	Wrestling Assistant	2
Lacrosse JV	2.1	Wrestling Modified	2
Lacrosse Modified	2.1	Wrestling Varsity	1
Lacrosse Varsity	1.1	<i>* not eligible for longevity</i>	

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

E.2 More Than One Sport. When a coach is coaching more than one sport, he/she shall be paid an additional yearly stipend of \$500.00 effective July 1, 2022.

E.3 Extended Play. When a team qualifies for competition beyond the sectional championship, the coach and the assistants for that team shall be paid an additional sum as follows: effective July 1, 2022.

Extra Days	1-3	4-9	10-15	Over 15
	\$201	\$344	\$627	\$965

Days for the above include days of team contact (i.e., practices, contests, team travel days).

E.4 Coach Moves. When an assistant, junior varsity, or modified coach who has been paid for at least one (1) full season as a Step 3 coach moves to the varsity level in the same or similar sport, he/she shall be placed on Step 2.

E.5 Hire Members. The District agrees to employ members of the bargaining unit represented by the Association as interscholastic athletic coaches except as noted below.

E.5.1 Non-Unit Members. The District may employ individuals not in the bargaining unit represented by the Association as interscholastic athletic coaches if the following conditions prevail:

E.5.2 No Member Applicants. No individual from the unit applies for a specific position that has been posted, or

E.5.3 Qualifications. An applicant from within the unit does not meet the required qualifications for the specific position. Qualifications include:

E.5.3.1 Proper certification for the position.

E.5.3.2 Satisfactory experience as a coach and/or participant beyond the high school level in the particular sport for which a coaching application has been made.

E.5.3.3 A recommendation for appointment from the Director of Physical Education.

E.5.4 Equal Qualifications. When qualifications are determined to be equal, the District shall appoint the candidate from within the bargaining unit.

E.5.5 Notice. The District will inform the Association when positions are not being filled by members of the bargaining unit.

E.5.6 Agency Fee. The District will deduct an agency fee from those appointed interscholastic athletic team coaches who are not members of the bargaining unit represented by the Association. The fee will be three per cent (3%) of the negotiated stipend.

E.6 Procedures for Applying for Coaching Positions

E.6.1 Posting. Notice of available positions will be posted in all attendance units in the District.

E.6.2 Send To. Applications are to be sent to the Director of Staff Personnel.

E.6.3 Availability. Candidates are to indicate if they are able to meet time schedules for practice periods and scheduled contests.

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

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

E.9 Intramurals: Effective July 1, 2022 - shall be compensated at 40% of Step 15 of Masters' Degree Schedule divided by 186 divided by 7.25.

E.10 Evaluation of Coaches.

E.10.1 The District will generally reappoint coaches who are members of the bargaining unit unless they have received unfavorable evaluation by the District administrators and the agreed upon steps for improvement have not been met.

E.10.2 The evaluation of coaches shall be governed by the APPR procedures agreed to by the parties.

E.10.3 The Director of Athletics will be responsible for the evaluation of all coaches.

E.10.3.1 The Athletic Coach Performance Evaluation shall be used to evaluate all coaches.

E.10.3.2 Prior to adaptation of a "Plan for Improvement: for a specific coach, the Director of Athletics must conduct at least two on site evaluations and complete the athletic coach performance evaluation form of the coach in question.

E.10.3.3 Plan of Improvement must follow the guidelines established in the APPR (pages 5 and 28 of APPR).

E.10.3.4 Plan of Improvement must follow the guideline established in the APPR (pages 5 and 28 of APPR).

E.10.4 The Evaluation of Coaches shall be part of the CBA between the parties and subject to the grievance procedure contained therein.

E.11 Cross Country.

E.11.1 Due to declining student participation, the District and the WSTA, Inc. agree to the combining of the boys and girl's varsity cross country programs at both East and West Senior High School.

E.11.2 Each high school shall have a head Cross Country Coach paid at level 2 and an assistant Cross Country Coach paid at level 3.

E.11.3 If student participation increases to over 10 boys and 10 girls at each high school, the parties shall explore the possibility of re-establishing a separate boys and girls program at each high school.

E.12 Lacrosse. The District agrees to establish both a boys and girls modified lacrosse program at each side of town

E.13 Coaching Longevity. When a coach coaches for more than three (3) years, they shall be paid an additional yearly stipend per sport, regardless of level, and is inclusive of total years of service in the sport, as outlined below effective July 1, 2022. *For example, a coach who starts their fourth year shall be paid an additional \$500.* Coaching service outside of the District does not count towards this calculation.

Start 4 – 7 Years	\$500
Start 8 – 12 Years	\$1000
Start 12+ Years	\$1500

SCHEDULE F - Psychologists

Step	2022-23	2023-24	2024-25	2025-26
1	\$56,851	\$57,419	\$57,994	\$58,574
2	\$59,459	\$60,053	\$60,654	\$61,260
3	\$61,973	\$62,592	\$63,218	\$63,850
4	\$64,481	\$65,126	\$65,778	\$66,435
5	\$66,993	\$67,663	\$68,340	\$69,023
6	\$69,503	\$70,198	\$70,900	\$71,609
7	\$72,015	\$72,735	\$73,463	\$74,197
8	\$77,040	\$77,810	\$78,588	\$79,374
9	\$98,832	\$101,056	\$103,329	\$105,913

SCHEDULE G - Teaching Assistants

Step	2022-23	2023-24	2024-25	2025-26
1	\$28,247	\$28,529	\$28,814	\$29,103
2	\$30,564	\$30,869	\$31,178	\$31,490
3	\$31,687	\$32,004	\$32,324	\$32,647
4	\$33,230	\$33,562	\$33,898	\$34,237
5	\$36,004	\$36,365	\$36,728	\$37,095
6	\$36,365	\$36,729	\$37,096	\$37,467
7	\$36,729	\$37,096	\$37,467	\$37,842
8	\$37,096	\$37,467	\$37,842	\$38,220
9	\$37,838	\$38,689	\$39,560	\$40,549

**SCHEDULE H - Certified Occupational Therapist Assistants &
Certified Physical Therapist Assistants**

July 1, 2022 - June 30, 2026

Step	2022-23	2023-24	2024-25	2025-26
1	\$24,859	\$25,108	\$25,359	\$25,612
2	\$25,991	\$26,251	\$26,514	\$26,779
3	\$27,225	\$27,497	\$27,772	\$28,049
4	\$28,458	\$28,742	\$29,030	\$29,320
5	\$29,774	\$30,072	\$30,372	\$30,676
6	\$31,151	\$31,463	\$31,778	\$32,095
7	\$32,549	\$32,875	\$33,204	\$33,536
8	\$34,031	\$34,371	\$34,715	\$35,062
9	\$39,090	\$39,970	\$40,869	\$41,891

APPENDIX A SICK LEAVE BANK PARTICIPATION FORM

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

Signature

Date

{or}

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

Signature

Date

APPENDIX B DESIGNATION & PAYROLL DEDUCTION FORM

DESIGNATION & PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name	First	Initial	Building
Address		Zip Code	

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

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

W.S.T.A., INC., N.Y.S.U.T., AND A.F.T.

Employee Signature Date

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