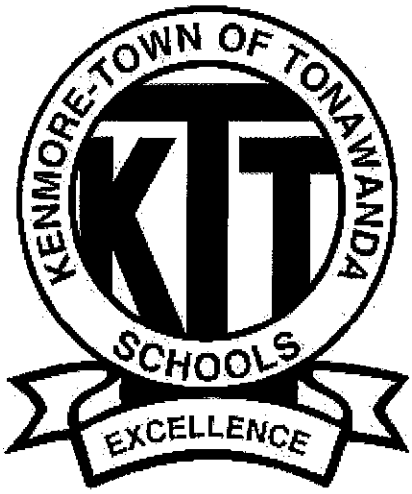

2019-2024

AGREEMENT

Between the

KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT

And The

KENMORE TEACHER'S ASSOCIATION

Covering Full and Part-Time Teachers

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THIS AGREEMENT entered into as of July 1, **2019** by and between the KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT (herein called the "District") and the KENMORE TEACHERS ASSOCIATION (herein called the "Association").

WITNESSETH:

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. RECOGNITION

1.1.1 Exclusive Recognition. The District recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and part-time employees of the District assigned to the positions for which certification is required by the New York State Department of Education, including Teacher Assistants and excluding positions for which administrative or supervisory certification is required.

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

Spouse Defined. The term Spouse when used hereafter in this Agreement refers to any family wherein couple has a valid marriage license issued by any state or province.

1.1.3 Terms and conditions of employment for Teacher Assistants shall be as set forth in the collective bargaining agreement except where otherwise delineated in Appendix A attached hereto and made a part hereof.

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

Association for the duration of such recognition.

ARTICLE 2. DEDUCTIONS

Section 2.1 Dues and Agency Fees

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

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

2.1.3 Amount. The Association shall certify in writing to the District the amount of such membership dues and agency fees and any revisions thereto. During the Scheduled Deduction Period, the District shall make such deductions commencing with the first payroll period thirty (30) days after receipt of a written notice of a revision in the amount of dues an agency fees to be deducted.

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

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

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

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

2.1.8 Indemnification. The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason

of action taken or not taken by the District pursuant to the provision of this Article.

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

Section 2.2 VOTE/COPE

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

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

Section 2.3 Benefit Trust

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

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

Section 2.4 Health Insurance

2.4.1 Contributions. Required contributions for health insurance coverage (e.g. for HMOs for part-time Teachers, and pursuant to paragraph 12.1.1 of this Agreement) shall be deducted from salaries of the affected Teachers.

ARTICLE 3. NEGOTIATIONS

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

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

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

ARTICLE 4. TEACHING CONDITIONS

Section 4.1 Committees

4.1.1 Ad Hoc Committees Purpose. The Superintendent and the President of the Association will

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

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

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

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

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

4.1.6 Search Committee for Teacher Vacancy. When the District determines to fill a Teacher vacancy, and there is not a bargaining unit member who has a right to fill that position, a building/department selection committee will be established. The committee will consist of six members. Three members of this committee will be selected by the District and three members of the committee will be selected by the Association. The committee shall recommend two names to the Superintendent/designee for further consideration.

4.1.7 Teachers interested in administrative assignments. The District shall maintain a file of teachers interested in administrative assignments. Teachers who wish to be considered for an administrative assignment shall provide a written statement of interest to the Assistant Superintendent of Human Resources. Teachers who are assigned as mentors shall not be eligible for administrative assignments while serving as a mentor. Included in the statement shall be the teacher's administrative certification status. The District will keep a teacher's name on file for this purpose for three years from the date of receipt of notice from the teacher.

Section 4.2 Professional Conduct

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

4.2.2 Breach of Discipline. When any alleged breach of discipline has occurred in regard to which the Administration proposes to take action which may have an adverse effect on the Teacher's record, the Association and Teacher will first be apprised of the situation within ten (10) work days of when the Administration has knowledge of the incident. When, in any such case, the Supervisor apprises the Teacher of the allegation, at the Teacher's request, a representative of the Association shall be present. In the event of disagreement between the Association and the administration as to the merits of the allegation, the matter may be processed and must be so processed to the extent required by Section 4.7

of this Agreement.

4.2.3 Disciplinary Action. No Teacher shall be disciplined, formally reprimanded, reduced in compensation or deprived of any professional advantage provided herein without just cause. Any such matter shall be subject to the grievance procedure hereinafter set forth. The basis for disciplinary action will be made available to the Teacher prior to the taking of any such action. The dismissal of any untenured teacher shall not be subject to the grievance procedure.

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

Section 4.3 Personnel File

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

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

4.3.3 Expunging after Five Years. Correspondence and other documents referred to in paragraph 4.3.2 will be expunged from the Teacher's file five (5) years after the original filing of the document assuming there are no new documented incidents of the same misconduct within the five year period. Expunging does not apply where a charge or complaint is of misconduct constituting a crime when committed, as referenced in Subdivision 1 of Section 3020-a of the Education Law. For example, if a counseling memo is issued for tardiness; three years later a second counseling memo is issued for tardiness, the 5 year window is reset for both counseling memos since both are linked to the same infraction. Teacher evaluation documents, letters of reprimand and last chance agreements shall not be subject to this expunging.

Section 4.4 Non-Teaching Duties

4.4.1 Cafeteria Duty. Unless a Teacher volunteers for cafeteria duty, he/she shall not be required to perform such duties more than one class period per day. Cafeteria duty is recognized to be a supervisory duty rather than part of the standard five (5) periods of teaching duty.

4.4.2 Instructional Support Specialists

The Support Specialist Model was established by the District on July 1, 2015, to provide teachers direct embedded instructional support opportunities. Since that time, the model has evolved to include behavior support and technology integration support. In the event that the District desires additional Instructional Support Specialists, the language in this provision would apply.

A. The Instructional Support Specialist positions hired prior to July 1, 2019, will be re-posted at the end of the first term for each position, interviews will be conducted when necessary, and permanent appointments will be confirmed after the successful interview. The Instructional Support Specialists relinquish their building rights and assumes the specialist position permanently.

B. Beginning July 1, 2019, all newly hired Support Specialists will be appointed on a permanent basis using the following hiring procedure:
   - Initial Hiring
     - The District will post desired positions internally. If no internal candidate applies, the District will seek external candidates for these positions. Interviews will be conducted. To be eligible to apply, a teacher must have completed a minimum of five years of successful teaching.
   - Years 1, 2, and 3 Renewal/Probationary Period
     - Instructional Support Specialists will be provided with the opportunity to return to the same building s/he was last assigned at the end of each of the first 3 years of their appointment. An Instructional Support Specialist must notify the District of his/her decision to return to the classroom by March 1st.
     - Should the District need to expand the search to outside candidates, this provision does not apply.
   - Permanent Hiring
     - Interviews will be conducted if and when there are vacancies.
     - After the first three years, the Instructional Support Specialist relinquishes his/her building rights and assumes the specialist position permanently.

C. As of the 2018/19 school year, Instructional Support Specialists will be rated on standards using performance appraisal rubrics which will be collaboratively created and jointly agreed upon with the District and KTA. Appraisals will be conducted annually by the appropriate Directors of Education, Director of Special Education and Student Services, and/or Director of Technology and Curricular Innovation.

D. Instructional Support Specialists will follow the calendar for that of Teachers and shall be compensated in accordance with the Teacher Salary Schedule set forth in Appendix B-1. Additionally, specialists may be required to work up to ten (10) work days in the summer months when school is not in session. Beginning July 1, 2019, such days are to be compensated at 1/200th of their base salary of the previous school year.

E. The Quality Assurance Team (QAT) will be a standing committee tasked with monitoring and supporting the Instructional Support Specialist Strategic Plan. The QAT will convene quarterly and will include equal representation of, teachers (appointed by the KTA), instructional specialists and administrators (appointed by the Superintendent). The KTA team will be comprised of representatives from elementary, middle and secondary.

F. In general, the job of the Instructional Support Specialist will be to provide authentic, job-

embedded opportunities for colleagues to see best practices in action using a variety of models. The decision to work with an Instructional Support Specialist will be volitional. Specifically, the Instructional Support Specialist will:

1. Work with both non-tenured and tenured teachers.
2. Provide leadership and guidance for the curriculum in their area for the district.
3. Spend at least 2 days per workweek providing direct support to teachers in the classroom/building setting.

4.4.3 Building Department Chair and Elementary Building Stipend.

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

• High School	Effective 2019-2020 - $50,306
• Middle School	Effective 2019-2020 - $18,113
• Elementary School	Effective 2019-2020 - $7,253
	Effective 2022-2023 - $8,253

4.4.4 Special Area Coordinators

Effective July 1, 2019, Special Area Coordinators will apply and be appointed on an annual basis. Special Area Coordinators will be scheduled for one release period per day, shall not be assigned supervisory duties. Additional responsibilities associated with the Special Area Coordinators may require work outside of the regularly scheduled school day. A $2,000 stipend will be provided to the following Special Area Coordinators:

- Music
- Art
- Physical Education/Health
- World Languages
- Library Media
- ENL
- FACS

Special Area Coordinators may be required to work up to five (5) work days in the summer months when school is not in session. Beginning July 1, 2019, such days are to be compensated at 1/200th of their base salary of the previous school year.

Special Area Coordinators whose primary assignment is elementary shall be granted coverage commencing at 3:00 pm to allow them time to perform their duties.

Section 4.5 Use of Automobile

4.5.1 Cash Allowance. Teachers who are required in the course of performing their professional duties to drive automobiles from one school building to another shall receive a car allowance of the number of cents per mile allowed by the Internal Revenue Service for deduction of business miles driven at the time of submission of the voucher.

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

Section 4.6 Professional Performance Review

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

4.6.1 Review of Non-Tenured, Full-year Substitute, Term Substitutes, and Part time Teachers (Model A). In addition to teachers for whom mentoring is required under applicable law or regulation, mentoring shall be provided to full-year non-tenured probationary teachers, full-year term substitute teachers, term substitutes, and full-year part time teachers with a **.7 FTE** or greater assignment. Non-tenured, full-year substitutes, term substitutes, and part time teachers shall be placed in Phase I or Phase II of Model A of the performance review process on the basis of their teaching experience.

A. All Teachers with no previous experience will be placed in Phase I for their entire first year of teaching.

B. All Teachers with at least one semester (or the equivalent in number of days) but less than three years of teaching experience will be placed in Phase I. Such individuals may move to Phase II after one semester of placement in Phase I.

C. Teachers with three years or more of teaching experience may be placed in Phase II, if this is considered the appropriate placement by the Performance Review Board.

D. Phase I of Professional Performance Review is created to facilitate and enhance the professional development of the novice Teacher. Phase I mentoring shall be limited to no more than one school year, unless an extended Phase I mentoring program is approved in writing by the Superintendent or designee. A mentor will be assigned to a Teacher in Phase I to advise, counsel, and model classroom techniques. Mentors will stress the importance of developing successful teaching skills and attitudes that will fulfill the Teacher performance criteria of the school district. Teachers assigned to Phase I shall be referred to as intern teachers and will be assigned a regular Teacher load.

   In order to address concerns of time commitment, the building principal, intern Teacher, and mentor must agree to accept college junior participants before they are assigned to an intern Teacher.

   A mentor teacher will be assigned to each intern teacher. The mentor Teacher will work with the intern Teacher at least the equivalent of one half-day per five or six day instructional schedule cycle. Mentor teacher meetings are to be held one-half day per five or six day instructional schedule cycle.

   Attempts will be made by the Review Board to assign mentors from the same level and/or subject area as the intern Teacher. An assessment based on the Teacher performance criteria

will be submitted to the Review Board by December 1 and April 1.

Phase I will include informal classroom observations as well as at least one formal classroom observation per semester by the building principal or immediate supervisor. These assessments will be based on the Teacher performance criteria. Assessment of the Phase I participant will be done by the mentor and the principal or supervisor. Assessments by the mentor teachers shall be submitted to the Review Board and the intern Teacher by December 1 and April 1, or on the dates established by the Mentor Board. Assessments by the principal or immediate supervisor shall be submitted to the Superintendent's Office by December 1 and April 1. The assessments will be based only on the established Teacher performance criteria. On the basis of the Phase 1 assessments and prior to the conclusion of one full year of mentoring service, the Mentor Review board will recommend to the Superintendent:

1. Continuation of Phase 1 mentoring; or
2. Promotion to Phase II mentoring; or
3. Dismissal of the intern teacher

Phase II of Model A is designed to meet the needs of the experienced intern Teacher. The Review Board will determine the placement of intern Teachers in Phase II based on their successful performance in Phase I or the quality of their previous teaching experience. The experienced intern Teacher will be assigned a full teaching load. Phase II mentoring shall primarily consist of group meetings to discuss relevant instructional practices and common readings as assigned by the mentors, with the goal of strengthening the culture of collaboration and life-long learning. Phase II meetings with intern teachers shall not exceed nine (9) half-day sessions per year and shall be held during the school day. Phase II mentoring shall be limited to no more than two semesters.

E. In both Phase I and II, professional responsibilities other than instructional skills shall be assessed by the building principal or immediate supervisor based on criteria developed by the administrators and approved by the Superintendent. These reports shall be submitted to the Superintendent.
F. The Superintendent will discuss with the Review Board decisions contrary to Review Board recommendations.
G. All non-tenured teachers will have at least two (2) formal classroom observations per year.

4.6.2 Review of Tenured Teachers (Model B)

A. Each tenured Teacher's instructional skills shall be assessed annually utilizing a three-year cycle. One year of the cycle must include involvement of an Administrator in a formal assessment. Each year of the three-year cycle the Teacher may be required to take ten (10) hours of prescribed coursework. The ten (10) hour requirement may be prescribed by the District or completed through one of the following: (a) designated coursework from the Staff Development Center; (b) a course directly related to the subject taught and approved by the principal; or (c) these hours may be waived by the principal. All staff development coursework will be discussed with the building principal as part of the evaluation process. The Administrator may suggest additional coursework that would benefit the professional growth of the Teacher, or may waive the requirement often (10) hours for the next year's cycle based on the Teacher's assessment and previous professional development coursework. If a Teacher chooses not to complete the ten (10) hour requirement of the twenty (20) required hours, then he/she shall not be eligible for the stipend in Section 9.3.5D.

The following options will fulfill the requirement of the annual assessment. The choice of an

option by the Teacher does not obviate the building principal's right and responsibility to observe any class at any time in order to continue to assess and strengthen the instructional skills of a Teacher.

Options - By October 1 of each year the principal will send out a list to all staff with the names of those teachers who are required to have a formal assessment done in that year. Upon receiving the list, those teachers not having a formal assessment done will notify the principal of the assessment option they are choosing for that year.

1.

a. A formal assessment by an administrator using the process and criteria adopted for the tenure Teacher evaluation program. The teacher must select the formal assessment option no less than one of every three years.

b. A Teacher may participate in clinical supervision if the teacher has demonstrated to the Principal (or designee) that the Clinical Supervision Group ("CSG") has an appropriate understanding of the clinical supervision model and its implementation. A report indicating participation in clinical supervision will be placed in the Teacher's personnel file. The Teacher may select from the following clinical supervision models:

    1. An administrative team
    2. An administrative-peer team
    3. A peer team

c. A Teacher may participate in peer coaching if the teacher has demonstrated to the Principal (or designee) that the Peer Coaching Group ("PCG") has an appropriate understanding of the peer coaching model and its implementation. An evaluation report indicating participation in peer coaching will be placed in the Teacher's personnel file. The Teacher may select from the following peer coaching models:

    1. An administrative team
    2. An administrative-peer team
    3. A peer team

d. The teacher may create a portfolio, which would be discussed with an Administrator; the Administrator will complete a report to be placed in the Teacher's personnel file. The portfolio will be returned to the teacher and the principal's evaluation report will be sent to the Human Resources office to be maintained in the teacher's file.

e. The Teacher may use a videotaped lesson and utilize self-reflection, providing a summary for the Teacher's personnel file. The video will be returned to the teacher and the principal's evaluation report will be sent to the Human Resources office to be maintained in the teacher's file.

2. It shall be the responsibility of the Assistant Superintendent for Human Resources to insure that the annual assessment has been completed for each Teacher.

B. The Performance Review Board may be requested by a building principal to place a tenure Teacher in a Mentor-Intervention-Program. This program will be directed at correcting serious

instructional deficiencies.

1. A principal requesting placement of a Teacher in a Mentor-Intervention-Program must have completed at least two formal assessments using the criteria adopted for the Phase I and Phase II Teacher evaluation program. These assessments must have been completed during the preceding twenty-week period. The principal must document the prescriptive measures given to the Teacher following the first assessment and the results of those corrective measures. The Teacher will receive a copy of each assessment and may file a response.
2. The Performance Review Board will determine the appropriateness of placing the Teacher in a Mentor-Intervention-Program. The Performance Review Board or a designated member of it will meet with the Teacher and explain the purpose and operation of the Mentor-Intervention- Program. The Teacher shall have the option of accepting or declining placement in a Mentor- Intervention-Program. A mentor will work with the Teacher in the Mentor-Intervention- Program until it is deemed no longer necessary or not helpful by the Performance Review Board. A copy of all reports filed by the mentor shall be given to the Teacher.
3. If an Administrator determines that a teacher needs improvement, the teacher may select the administrator's Performance Improvement Plan or elect the Mentor-Intervention-Program. In either event, it shall be the responsibility of the Administrator to conduct at least two formal follow-up assessments of the teacher. If it is determined that the teacher continues to need improvement after participating in the Mentor-Intervention-Program, the administrator will prescribe a Performance Improvement Plan.
4. It shall be the sole responsibility of the District to initiate any proceedings to discipline or terminate any Teacher. The one responsibility of the Performance Review Board and its agents is to provide assistance in improving instructional skills. The District agrees that it shall not call a mentor as a witness in a tenure hearing and will not use the written reports generated by the mentor in the Mentor-Intervention-Program.

4.6.3 The Mentor Review Board.

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

The Mentor Review Board shall be composed of nine (9) members appointed annually. Four (4) shall be appointed by the Superintendent of Schools to include the Assistant Superintendent for Human Resources/designee and a building administrator. Five (5) shall be appointed by the President of the Kenmore Teachers" Association to include the President/designee and Teachers representing the primary, intermediate, middle and high schools. It is recommended that persons appointed to the Mentor Review Board should receive training in the mentor program.

4.6.4 The Mentor

A. Job Description.

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

1. Work with both non-tenured and tenured Teachers. This will include systematic and regular observations, written assessments, assistance in obtaining materials, modeling teaching techniques (where applicable), arranging observations of other Teachers and discussion time.

2. Confer with principals, Instructional Support Specialists, department chairs, Special Area Coordinators and program coordinators on the progress of probationary Teachers.

3. Participate in mentor training activities and mentor discussions.

4. Assess the effectiveness of the program.

5. Meet with the Review Board.

B. Selection, Qualifications, Guarantee.

1. Selection shall be by application to the Performance Review Board.
   a. The application process will include written references from a principal and two (2) peers and an interview by the Review Board.
   b. To be eligible to apply, a Teacher must have completed a minimum of five (5) years of successful teaching in Kenmore.
   c. Mentors may serve for three (3) academic years, if desired, and must return to the classroom for one (1) year before reapplying.
   d. A mentor shall be prohibited by the District from accepting an administrative position in the District during the period he/she is serving as amentor.
   e. There shall be no more than two (2) retired teachers as mentors and each is subject to the application process contained in this section.
   f. Retired teacher mentors shall receive a one (1) year assignment.
   g. Retired teachers serving as mentors shall be paid a per diem rate of two hundred forty dollars ($240.00) and shall receive a prorated portion of the premium of a health plan. Retired teachers who are assigned as part-time mentors shall receive a prorated per diem payment. The District's contribution to the premiums for such insurance shall be in the same proportion as the mentor's schedule is to a full-time Teacher's schedule.
   h. The whole number of individual full-time active teachers serving as full-time mentors (a "teacher on special assignment" or TOSA assignment) is not to exceed (or be less than) the total number derived by dividing the current total Phase I intern FTEs by nine (9). The computation shall be performed by the Mentor Board as soon as possible after completion of the August school board meeting. As an example, if as a result of this computation, the Mentor Board determines that there is a need for 4.4 mentors (40 intern FTEs *I* 9 = 4.4), a total of four full-time mentors shall be provided by the District for that school year upon the recommendation of the Mentor Board to the Superintendent. Additional part-time mentors (the.4 in the above example) may be recommended by the Superintendent to the school board, but there is no District obligation to add mentors beyond the whole number that results from the calculation described herein. The assignment of Phase I1 interns shall not be included in the mentor load computations described herein.

i. Teachers serving as mentors are responsible for planning and participating (with the Human Resources office) in the annual August new teacher orientation. Those mentors responsible for planning the new teacher orientation will each receive a stipend of fifteen hundred dollars ($1500.00). All mentor teachers are expected to participate fully in the August new teacher orientation.

2. Mentors shall be:
   a. Considered full-time Teachers at regular Teacher pay and benefits with all accumulated seniority rights and shall remain a member of the Teacher's bargaining unit.

   b. Mentors assigned to less than a full-time mentor assignment shall receive additional salary for a half-time position (prorated at that rate for less than 50%) at the following rate: $2455.00.

   c. Guaranteed the availability of their previous teaching position within their seniority rights.

   d. The provisions of paragraph B (2)(a)(b)(c) shall not apply to the retired teachers hired as mentors.

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

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

D. Documentation.
In the event of an unsatisfactory probationary evaluation, the Teacher **will** be given written documentation as soon as the problem becomes apparent. The Teacher will receive two (2) copies of the documentation and may transmit one of these to the Association.

Section 4.7 Tenured Teacher Discipline Procedures

4.7.1 Alternative to 3020-a.

A. At the same time and in the same manner as charges are served on a tenured Teacher pursuant to Education Law Section 3020-a, the District may serve on that Teacher a written statement that the District seeks a penalty of a reprimand and/or a suspension without pay of ten (10) days or less. If the District does so and if the Teacher makes a written demand for a hearing which would be timely for a demand for a hearing pursuant to the said Section 3020-a as specified in the Regulations of the Commissioner of Education for such demands, the charges shall not be heard pursuant to the procedures set forth in the said Section 3020-a, but rather the demand for a hearing shall be deemed to be a waiver of the Teacher's right to have the charges heard pursuant to those procedures and the charges shall instead be heard by an arbitrator selected pursuant to paragraph 11.5.3 of this Agreement

in a hearing conducted pursuant to the rules therein specified. In that event, the provision of paragraph 11.5.6 of this Agreement notwithstanding, the administrative fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be borne entirely by the District. The decision of the arbitrator shall be final and binding on the parties and the Teacher.

B. If charges are served on a tenured Teacher pursuant to Education Law Section 3020-a and the District does not serve (pursuant to subparagraph "A" above) on that Teacher a written statement that the District seeks a penalty of a reprimand and/or a suspension without pay often (10) days or less, the Teacher shall have the option of serving simultaneously with his/her demand for a hearing (if he/she makes such a demand) a statement that he/she desires to have the charges heard and determined by an arbitrator selected pursuant to paragraph 11.5.3 of this Agreement. If the Teacher does serve such a written statement, and if the Teacher's demand for a hearing would be timely for a demand for a hearing pursuant to the said Section 3020-a as specified in the Regulations of the Commissioner of Education for such demands, the charges shall not be heard pursuant to the procedures set forth in the said Section 3020-a, but rather the demand for a hearing shall be deemed to be a waiver of the Teacher's right to have the charges heard pursuant to those procedures and the charges shall instead be heard by an arbitrator selected pursuant to paragraph 11.5.3 of this Agreement m a hearing conducted pursuant to the rules therein specified. In that event, the administrative fees of the American Arbitration Association and the fees and the expenses of the arbitrator shall be borne by the District. The decision of the arbitrator shall be final and binding on the parties and the Teacher.

Section 4.8 Facilities and Supplies

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

4.8.2 Classroom Facilities. The District will provide:

A. A separate desk or adequate work area for each Teacher in the District, with lockable space.

B. Suitable space for each Teacher to store coats, overshoes and personal articles.

C. Adequate board space in every classroom.

D. Copies, exclusively for each Teacher's use, of all texts used in each of the courses he/she is to teach.

E. Adequate and convenient storage space for instructional material.

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

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

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

Section 4.9 Legal Counsel

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

4.9.2 Suit. If any Teacher is complained against or sued as a result of any lawful action taken by the Teacher while in discharge of his/her duties within the scope of his/her employment upon due and timely notification, the Board will provide legal counsel and render all necessary assistance to the Teacher in his/her defense. The Teacher must, however, within five (5) working days of service of a summons, complaint or other legal paper, deliver the original or a copy thereof to the Clerk of the Board.

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

Section 4.10 Miscellaneous

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

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

4.10.3 Pupil-Staff Ratio. The District and the Association recognize that there is a relationship between pupil- staff ratio and the effectiveness of the educational program. Class projections will be reviewed with the Association president or his/her designated representative on an annual basis. The District will adhere to any require state or federal ratios regarding Special Education students.

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

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

4.10.6 Tuition Free Attendance. Children of Teachers who were on the payroll prior to July I, 2000, and who live outside the District will be allowed to attend District schools tuition-free on a

space-available basis. Once enrolled, their children will not be bumped out.

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

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

4.10.9 Teacher Aide Assignment. The District shall determine the number of and the assignment of teacher aides to kindergarten and Pre-K classrooms district wide.

4.10.10 Dress Code The Association and the District agree that each teacher, while on duty, shall be dressed in a manner appropriate to the teacher's profession and position.

ARTICLE 5. WORK YEAR AND DAY

Section 5.1 Work Year

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

5.1.2 Elementary Last Week. There will be no pupil contact duties for K-5 Teachers on the last three (3) days of the school year.

5.1.3 Teacher Duty Days. Agreement has been reached to establish a maximum of 188 Teacher duty days in the school calendar year.

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

5.1.5 Faculty Meetings. Except in cases of emergency, there will be a one-week notification of a faculty meeting. When a faculty meeting is cancelled there shall be a new one-week notice given for the next faculty meeting. Upon prior request, the Association shall be given ten (10) minutes at any faculty meeting. Attendance at faculty meetings is required of Teachers. If a Teacher must leave before the end of a faculty meeting, one-week prior notice shall be given to the administrator in charge except in the case of an emergency. At the elementary level faculty meetings shall be limited to no more than two (2) per month except in crisis situations.

5.1.6 Parent Conferences, Open House. Participation at PTSA/HSA meetings is encouraged by the Association and the Board as a part of a Teacher's professional responsibility for fostering good parent-Teacher relationships, and thereby improving the education of the child. Teachers shall not be required to attend more than three (3) Open Houses or other parent/Teacher contact after school events per school year. The required events will be designated by the Superintendent of Schools or the Building Principal. Notice of such meetings will be given at the beginning of each school year in order that conflicts in scheduling may be avoided.

A total of four (4) after-school events must be completed prior to extracurricular compensation being initiated.

A Teacher may volunteer to attend additional events provided that, after the fourth event, the

Teacher will receive compensation. Compensation may include Professional Day credit, compensatory time, or extra- curricular pay.

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

5.1.8 Individual Evaluation Programs. Each special education provider shall be provided time free from instruction duties to prepare student IEPs as part of the annual review process. The work is to be done on campus and dates subject to the building principal's approval. The building principal will work with the special education provider to find a suitable location that is confidential and free from interruptions.

A. Special education teachers will be given one (1) hour per student when identified as that student's case/IEP manager. Total hours to be rounded up to the nearest ½ day based on a 7.5 hour work day.
B. Time to develop IEPs by related service providers (speech, vision, hearing and counseling) will be based on the number of students on their caseload.

Number of students on case load	Non-instructional time
less than 5	½ day
5-10	1 day
11-15	1 ½ days
16-20	2 days
21-25	2 ½ days
26-30	3 days
31-35	3 ½ days
36+	4 days

Self-contained classroom Teachers' students shall not be assigned to another regular (as distinct from substitute) Teacher. Resource Room Teachers' students may, for these three (3) half-days, be expected to remain in their regular classroom.

The District will notify each special education Teacher at least six (6) weeks before the deadline date related to the annual review, of the date of this deadline. In addition, the release time for all Teachers will occur within thirty (30) days of this deadline date. No special education Teachers, including elementary self-contained classroom Teachers, will be released from duty on conference days during the year.

5.1.9 Elementary School Assessment Preparation Using RTI Software. For so long as the RTI software program can only be accessed at a district facility, teachers using the RTI software program for preparation of the elementary school assessments shall be provided with one-half(½) day per quarter free from instructional responsibilities (including classroom services) to enter data as necessary.

Section 5.2 Work Day

5.2.1 Beginning, Ending, Length, Lunch. Each building principal shall set the beginning and ending times of the workday for Teachers who work in his/her building, but the beginning and

ending times for Teachers who work in more than one building shall be set by the Superintendent of Schools. Normal school hours shall not begin earlier than 7:45 a.m. or later than 8:30 a.m. and the Teacher work day shall not exceed 7.5 hours. Starting with the 2019-2020 School year, any teacher reporting to Kenmore West or Kenmore East shall report no later than 7:35 a.m. The Teacher work day includes a duty-free 30 minute lunch period. The Teacher work day of a Teacher who works in more than one building shall not exceed 7.5 hours. On Friday or the last day of the week preceding an extended holiday, Teachers will not be required to provide remedial services. The additional one-half hour obtained by lengthening the elementary Teacher day from 7 to 7.5 hours shall be used for individual teacher planning time three (3) days each week and not for increasing any teacher's student contact time. The monthly faculty meeting may extend up to 30 minutes beyond the school day provided the meeting dates are scheduled annually by September 15 of each year. If necessary and upon prior request, the meetings will commence with the up to 10 minute Association business found in 5.1.5.

A teacher may volunteer for flex scheduling. The flex schedule will not exceed 7.5 continuous hours and will not begin before 6:30 a.m. nor end after 5:30 p.m. The flex schedule shall be agreed to by the building administrator and the teacher.

5.2.2 Scheduling K-5 Time. Each K-5 Teacher will be scheduled for at least one period of planning time per day of not less than thirty five (35) consecutive minutes. The minimum planning time will be one hundred seventy-five (175) minutes per five-instructional-day week.

5.2.3 Scheduling Special Classes. Scheduling of special elementary classes (i.e., art, physical education, music) and co-teaching assignments will be arranged by the building principal after consultation with and advice from the Association building representatives. Teachers may provide their building principals with a letter expressing their interest in co-teaching prior to February 1st annually.

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

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

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

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

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

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

3/5, and so on.

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

5.2.11 6th Assignment. A full-time Teacher at the secondary level may be assigned a 6th teaching period. Should a Teacher be assigned a 6th teaching class, his/her student load may not exceed 145 students during the time of this assignment. A maximum of 25 Teachers may be assigned a 6th teaching period at Kenmore West. A maximum of 20 Teachers may be assigned a 6th teaching period at Kenmore East. A middle school physical education teacher may be assigned a 6th assignment for the purpose of supervising students in the pool.

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

5.2.13 Instructional Consumables for FACS. To meet the requirements of the food labs curriculum, the FACS department will set up a grocery delivery service with the Business Department using FACS Purchase Order funds.

ARTICLE 6. ASSIGNMENTS AND TRANSFERS

Section 6.1 Assignments

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

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

6.1.3 Assignments. The District will notify each teacher of the tentative teaching assignment prior to the District Transfer meeting preceding the school year of the assignment, with the understanding that these assignments may be affected by changes caused by, but not limited to, retirements, resignations, deaths, and enrollment changes during the period between notice and the new school year.

6.1.4 Vacancies Transfers. As of April 15th of each year, the District will identify the vacancies which it then knows will exist for the succeeding school year.

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

evidence.

At least three (3) school days prior to an agreed upon posting date, the District will notify teachers, by use of District email. The postings will include the position and building in which they are located.

Teachers interested in transferring to posted positions or who may be interested in transferring to the positions created by approved transfers, will have a five (5) school day opportunity, from the initial posting date to submit transfer request forms. Within ten (10) school days of the initial posting date, the most senior teacher will have an information meeting with the building principal prior to the transfer being approved.

If there are positions which were created by transfers or remain unfilled after the ten school days from the initial posting, the District will schedule a residual transfer meeting. In order to be eligible to attend the residual transfer meeting, a teacher must have responded to the initial posting of available transfers. The same process of an informational meeting will occur within five (5) school days of the residual transfer meeting. Teachers must apply for notification of summer vacancies by June 1. The deadline for summer transfers will be August 15th. Any position that opens in District after August 15th will be posted and not eligible for the summer transfer process. In the event a teacher is involuntarily transferred to another building due to staffing needs/changes, he/she may return to the original building so long as there is a vacancy prior to the start of the subsequent school year.

The District may place a course prerequisite on a vacancy (i.e. Everyday Math). A teacher wishing to transfer to that vacancy must have taken the prerequisite course or be willing to complete ten (10) hours of prescribed coursework to be eligible for the transfer.

When a Teacher vacancy occurs during the school year, an announcement shall be posted at elementary and/or secondary schools depending upon what is appropriate to the vacancy. The vacancy shall be posted for a period of ten (10) school days. Teachers on staff will be given the opportunity to transfer to the vacancy. Non- tenured Teachers may transfer with approval from their mentor, current building principal, and the principal of the building of the requested transfer. The vacancy which would result from the transfer will be posted in the same manner as will subsequent vacancies so created until there is no response to a particular posting. All transfers under this paragraph will take place on the following September 1st. The initial vacancy will be filled for the remainder of the school year by a certified Teacher from the appropriate preferred eligibility list or, if there is no such Teacher on the list, by a newly hired Teacher. A Preferred Eligibility List (PEL) Teacher assigned to a part-time position retains the right to apply for and immediately fill a full-time position vacancy which occurs during the school year.

6.1.5 Vacancies Resulting from Unpaid Leave.

A. When a Teacher is on an unpaid leave of absence and the Teacher's return date from the unpaid leave is during the school year in which the Teacher takes the unpaid leave, or if the return date is the beginning of the school year, the resulting vacancy shall not be posted and the Teacher will return to the building assigned when they went on unpaid leave.
    - First, the teacher must have sufficient seniority to retain a position in the building in the event reductions in staffing occurred while the teacher was on unpaid leave
    - Second, an extension of child care leave as noted in Section 10.4.3 results in the loss of the right to return to a specific building
    - Third, Section 6.1.5 applies to first utilization of a long term unpaid leave with the exception of Family Medical Leave Section 10.8. Utilizing back to back unpaid leaves will result in the loss of the right to return to a specific building

B. When returning to active employment during the course of the school year, the following will apply: Elementary Teachers may return after a scheduled break (i.e., Winter Recess); Secondary Teachers may return at the semester break.

C. Nothing in paragraph 6.1.3 or in paragraph 6.1.4 of this Agreement shall be interpreted to allow or require a Teacher to fill a position outside the Teacher's tenure area or for which the Teacher is not certified.

6.1.6 Changes Resulting from Enrollment and Program. Each year it is anticipated that a certain number of teaching assignments will need to be changed as a result of enrollment and program changes. Tentative teaching assignments will be available for Teachers for the ensuing school year by the last day of the school year. If a Teacher's assignment is reduced from the prior year, or it is anticipated that an involuntary transfer must be made, the principal will notify the Teacher of this probability when teaching assignments are ready for distribution. It is the responsibility of each Teacher to communicate with the principal concerning any dissatisfaction with the Teacher's assignment on or before July I. Changes between July 1 and August 15 should be communicated by the principal to the Teacher at the appropriate address. The principal and Teacher will work toward the resolution of any dissatisfaction of Teacher schedules between July I and August 15.

6.1.7 Summer Vacancy Notification. Teachers who wish to be notified of positions which become known to the District after the posting of vacancies and before the following August 15th shall file a written request for such notification with the Superintendent/designee no later than May 15th each year. Such request shall state the position, grade level, subject and/or building to which the Teacher desires to be assigned. Valid teacher requests are required to include a summer phone and mailing address for the District's use to provide the requested notice. Reference is made to 6.1.2 and 6.1.3 for processing of such requests. The Superintendent/designee shall maintain records of such requests. All requests on file shall be closed out at the beginning of the school year.

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

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

6.1.10 Courses Not Recently Taught. If a Teacher is involuntarily assigned to teach a course which the Teacher has not taught in the last seven (7) years and that course is outside the academic area (i.e., mathematics, science, social studies, foreign language, English) in which the Teacher is currently teaching the District will make reasonable efforts to reduce the Teacher's number of preparations and will not assign the Teacher to a non-teaching assignment in the first school year in which the Teacher is so assigned to teach such a course.

6.1.11 Rights of Term Substitute.

A. Term substitutes hired before October 15, based on accrued seniority, with the approval of the mentor, principal and central administration, shall receive a probationary or term substitute appointment.

B. A denial of an appointment under Section 6.1.11 shall not be subject to the grievance procedure.

Term subs who qualify under 6.1.11 will be assigned positions as follows:

C. Probationary Appointments

(1) Term substitutes who are completing their fifth year and beyond will receive available probationary appointments based on District seniority in their tenure area.

(2) Term substitutes in their fourth year of teaching will receive a probationary

appointment prior to a term substitute working in their third year or less. The appointment may or may not be based on seniority within the fourth year.

(3) If a probationary position is available to term substitutes with less than four (4) years of service, a selection will be made from the three most senior term substitutes based on an interview process.

(4) The District will determine the placement of the probationary positions.

D. Term Substitute Appointments

(1) Term substitutes who do not receive probationary assignments under paragraph B will be assigned term appointments based on seniority with the longest terms provided to the highest seniority term substitutes.

E. Leave Provisions

A term substitute who has completed three (3) continuous semesters may take a child care leave within one year of the birth or adoption of the child for a maximum of two semesters, not counting the semester the child is born or adopted. The child care leave will be limited to one leave during term substitute employment. In addition, the returning term substitute will be assigned an available position based on seniority; however, not necessarily at the original building.

6.1.12 Reopening of a School. Should the District reopen a school for instructional purposes, a committee consisting of three (3) representatives from the Association and three (3) from the Kenmore Administrators Association plus the Assistant Superintendent for Human Resources and the Assistant Superintendent for Instruction and Student Services will consider the question of instructional staffing of the school to be reopened. Their recommendations will be subject to approval by the Association and the District. If the committee is unable to reach agreement by March 15 of the year preceding the reopening, the staffing will be done on a District-wide seniority basis. A meeting of interested Teachers will be held at which a Teacher may elect the position available based on his/her seniority in accord with the provisions of this Agreement dealing with transfers.

Section 6.2 District Transfers

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

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

Section 6.3 Job Share

DEFINITION: Job Share - two teachers sharing one full-time position.

A. The maximum number of job sharing positions shall be six. The parties reserve the right to agree to additional job share positions.
B. Job share options should be offered equally to all tenured teacher members.
C. Job sharers will make a one full-year commitment, renewable.

D. A teacher may have no more than a total of 5 years in a job share position. The teacher must reapply for the job share on an annual basis.
E. Job shares would only be teacher-initiated by two job sharing partners with a proposal to be approved by the Human Resources Office. Job share proposals must be submitted by April 1st and must be signed by both teachers wishing to job share and by the principals of the affected buildings. Job sharers' proposal would include, but not be limited to:
    1. Delineation of professional responsibilities such as daily schedule, grading, curriculum coverage mutual planning time agreement, faculty and other staff meetings, committee participation, location, if space available, and a plan for parent communications and notification.
    2. Job sharers should include, as part of their proposal, how schedules would be prorated for equity; i.e. high school - homeroom, remedial, supervisory and 2 classes vs. 3 classes (assignments could be flipped at semesters).
    3. Whenever the same students are shared, proposal from the job sharing team should include a plan for parent communications and notification.
F. In compliance with the teacher contract, both job sharers are to attend all Parent/Teacher conferences, Open House, Staff Development during the working day, with no extra pay.
G. Benefits, salary and Career Credits will be prorated relative to the salary steps the teachers are on for the year of job share. Advancement to the next salary step will be dependent on serving 50% or more in the job share assignment. A Teacher in a job share position of less than 50% will gain salary schedule advancement in subsequent years when the job share is accumulated to over 50%.
H. Job share participants must waive the accumulation of seniority credit for less than full-time service.
I. Job sharer's positions to be encumbered (replaced by a term substitute).
J. Job sharers would go back to open positions by seniority, not necessarily the position they vacated.
K. If one of the job share participants resigns or is not able to finish the year's commitment, a term substitute will finish the year. Job share should be started by tenured Teachers, but may finish the year with a term substitute, if necessary.
L. Childcare and other leaves should be exclusive of job sharing proposals.

ARTICLE 7. REDUCTIONS AND RECALLS

Section 7.1 Reductions in Staff

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

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

A. The Nursery-12, vertical tenure area of remedial reading is recognized and includes all persons with proper certification, assigned to teach remedial reading, whose probationary appointments in the remedial reading tenure area were made after August 1st, 1975.

B. All Teachers at the elementary grade level certified in remedial reading who received

probationary appointments prior to August 1st, 1975, are deemed to be in the elementary tenure area. Any Teacher in said elementary tenure area who is now or later becomes certified in remedial reading may be assigned to teach remedial reading at the elementary grade level (Grades N-6) at the discretion of the District.

C. All Teachers at the secondary level, certified in remedial reading, who received probationary appointments prior to August 1st 1975, are deemed to be in the secondary academic tenure area. Those Teachers in the secondary academic tenure area who are now or later become certified in remedial reading, may be assigned to teach remedial reading at the secondary grade levels (Grades 7-12) at the discretion of the District.

D. Teachers in either the elementary or the secondary academic tenure areas as described above shall continue to accrue seniority in their respective tenure areas for service rendered as remedial reading Teachers.

E. In the event that professional education positions are abolished by the Board of Education of the District:

1. At the elementary level, the District will first determine if there are any elementary Teachers appointed prior to August 1st, 1975, with remedial reading certification. If such persons are part of the elementary staff, they will be assigned to remedial reading at the elementary grade level (Grades N-6). The total number of elementary Teachers whose probationary appointments were made prior to August 1st, 1975, who are assigned to remedial reading, shall not exceed the total number of all staff lines allotted for remedial reading instruction at the elementary grade level.

2. At the Secondary level, the District will first determine if there are any secondary academic Teachers appointed prior to August 1st, 1975, with remedial reading certification. If such persons are part of the secondary academic staff, they will be assigned to remedial reading at the secondary grade level (Grades 7-12). The total number of secondary academic Teachers whose probationary appointments were made prior to August 1st, 1975, who are assigned to remedial reading, shall not exceed the total number of all staff lines allotted for remedial reading instruction at the secondary grade level.

3. In the vertical tenure area of remedial reading (N-12), the District will determine the person having the least seniority in the said tenure area, who will be affected as set forth in Part 30.13 of the Rules of the Board of Regents, and in conformance with Section 2510 of the Education Law.

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

A. The duties performed by all Teachers assigned to remedial reading at all levels are similar.

B. All Teachers assigned to remedial reading at all levels possess the necessary certification.

C. Remedial reading for students in grades **K-6** is a proper assignment for Teachers in the

elementary tenure area who were appointed prior to August 1, 1975, who possess the necessary certification.

D. Remedial reading for students in grades 7-12 is a proper assignment for Teachers in the general secondary tenure area who were appointed prior to August 1, 1975, who possess the necessary certification.

E. Remedial reading for students K-12 is a proper assignment for Teachers appointed on or after August I, 1975, in the tenure area of remedial reading.

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

A. The District will determine which Teacher has the least seniority in the elementary tenure area.

B. The District will determine which Teacher has the least seniority in the academic English and general secondary tenure areas.

C. The District will determine which Teacher has the least seniority in the remedial reading tenure area.

D. Based upon the determinations made pursuant to subparagraphs A, B and C above, the District will abolish the professional education position in the tenure area of the Teacher who has the least seniority.

E. In the event that the decline in remedial reading assignments will make it necessary to abolish more than one education position, the District shall repeat the procedures set forth in subparagraphs A, B, C and D above for each position. The above process will be applicable provided there is a sufficient number of students requiring remedial reading instruction.

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

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

Section 7.2 Preferred Eligibility List and Recall

7.2.1 Applicable Provisions. The following provisions will be applicable to all tenure and probationary Teachers of the KTUFSD who have been placed on the preferred eligibility list (P.E.L.):

A. Teachers will be guaranteed their rights as provided by law.

B. Teachers will be eligible to continue in the group health coverage provided the Teacher pays the premium while on the Preferred Eligibility List.

C. If a Teacher is on leave of absence of forty (40) or more consecutive working days in duration and the District requires a substitute for that Teacher, the District will recall as that substitute the most senior Teacher from all current preferred eligibility lists who has certification in, and prior District service in, the subject area for which the substitute is required. A Teacher so recalled as a substitute shall accrue seniority credit and credit toward completion of probation only if the substitute service is in a tenure area to which the District has previously appointed the Teacher in tenure or probation.

D. Teachers on preferred eligibility lists are responsible for advising the District in writing of areas of certification and service in the District; failure to do so constitutes a waiver of claim to a substitute position pursuant to subparagraph C of this paragraph 7.2.1.

E. If the District is not aware that the leave will be for more than forty (40) days, the District will make every effort to determine the length of the anticipated leave. If it is determined that the leave does not exceed forty (40) days, the District will follow the procedure as in subparagraph C above.

F. Notification of recall from the preferred eligibility list will be by certified mail, return receipt requested, and the Teacher so recalled will have ten (I0) calendar days from the date of receipt to respond in person or by certified letter, return receipt requested, before the District contacts the next Teacher on the applicable preferred eligibility list.

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

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

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

A. The Teacher may reject the full-time assignment, be granted an exceptional leave for the school year, and remain on the P.E.L. throughout the school year with the understanding that there will be no further notification of a full-time vacancy for which the Teacher is qualified.

B. The Teacher has the option at the end of the first semester to request a return from a leave of absence, but may not "bump" a less senior Teacher through this process.

C. The Teacher may accept the assignment and be considered a regular salaried Teacher.

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

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

Section 7.4 Miscellaneous

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

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

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

Section 8.1 General

8.1.1 Recommendation and Approval. Appointments as summer school Teacher, adult education Teacher, Coach or other Extra Pay positions as listed on Salary Schedule 03 will be recommended by the principal or other duly authorized administrator for the approval of the Superintendent of Schools and the Board of Education.

8.1.2 Announcement and Application. Except under extenuating circumstances general announcements for these positions will be made to invite interested and qualified candidates to apply. In the case of Schedule 02 Coaching positions and any District-wide Schedule 03 - Extra Pay positions, these announcements will be made and posted in all school buildings. Applications will be made in writing to the principal or other duly authorized administrator who will be responsible for maintaining an active file of candidates.

8.1.3 Recommend Best Qualified. The principal or other duly authorized administrator will estimate personnel needs for the program. He/she will recommend the best qualified candidates from those available based on the applicants' education, experience and ability. Specialized subject area or instructional training or specific experience necessary for the assignment may be required provided that the District shall provide the KTA with a minimum of one year's advance written notice of such requirements and shall make any required training available at least one time during the one year period subsequent to the notice.

8.1.4 Assessment of Coaches. Coaches will be assessed on an annual basis. The initial coaching appointments (first time coach) will be a three-year appointment, provided the annual evaluations are positive and the coach has not broken any laws or policies. After the three-year period, the appointment will go back to annual appointments.

8.1.5 Coaching Strand. The District and the Staff Development Center shall create a coaching strand consisting of five (5) staff development courses. Upon successful completion of the five (5) coaching strand courses, a coach's seasonal stipend shall be increased by five percent (5%). The increase shall take effect at the beginning of the next coaching assignment after notification of the successful completion of coaching strand courses has been provided by the staff development

center director to the Assistant Superintendent for Human Resources, the Athletic Director and the payroll supervisor.

Effective July 1, 2006 and thereafter, coaches may take State Education Department required courses at places other than through the District's Staff Development Center with the prior written approval of the Athletic Director.

Section 8.2 Summer School/Day Camp

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

Secondary Summer School and Day Camp

A. First preference to Teachers of the KTUFSD who taught during the immediately preceding summer session or who were given credit for such teaching, ranked in order of summer school service in the subject area.

B. Second preference to Teachers of the KTUFSD with previous summer school service in the subject area, ranked in order of that service. Where identical summer service exists, length of Kenmore service will govern.

C. Third preference to Teachers with no summer school service ranked in order of Kenmore experience.

D. Fourth preference to other Teachers.

Elementary Summer School

A. First preference to permanent elementary teachers employed within that specific elementary school building during the prior school year with selection of those eligible based upon *unbroken summer school seniority.* If identical unbroken summer seniority exists, length of KTUFSD service will govern. Eligibility requirements will include certification area and completed instructional training. New instructional training requirements for summer school teaching positions must be defined by the District, by September 1st of the prior Fall to be applicable (example: any new instructional training requirements for elementary summer school programs of 2011 must be communicated to the KTA by the District by 9-1-10). If elementary positions remain unfilled, the second preference for summer school appointments will be followed.

B. Second Preference will be to permanent elementary teachers employed at other elementary schools during the prior school year who have unbroken summer school seniority. If identical unbroken summer building seniority exists, length of Kenmore service will govern. Eligibility requirements will include certification area and completed instructional training. New instructional training requirements for summer school teaching positions must be defined by the District, by September 1st of the prior Fall to be applicable (example: any new instructional training requirements for elementary summer school programs of 2011 must be communicated to the KTA by the District by 9-1-10). If elementary positions remain unfilled, the third preference for summer school appointments will be followed.

C. Third preference will be to permanent elementary teachers employed at one of the district elementary schools the prior school year who have no unbroken summer school seniority; First

to those employed during the prior school year at the school housing the elementary summer school program (based upon district-wide accumulated seniority) and second to permanent elementary teachers employed at other elementary buildings within the District during the prior school year, based upon district-wide accumulated seniority. Eligibility requirements will include certification area and completed instructional training. New instructional training requirements for summer school must be defined by the District, by September 1st of the prior year to be applicable (example: any new instructional training requirements for elementary summer school programs of 2011 must be communicated to the KTA by the District by 9-1-10).

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

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

8.2.4 Paid Summer School Leave. No paid leave is to be granted for a summer school teacher or Day Camp staff unless approved in advance in writing by the superintendent or designee. All leaves from summer school teaching are discouraged due to the short length and remedial nature of the summer school program. Requests for summer school or day camp leaves must be filed with the superintendent or designee as soon as possible for consideration. Unapproved absences may result in disciplinary action. Emergency leave requests may be submitted for consideration to the superintendent or designees as such arise.

ARTICLE 9. SALARY SCHEDULES

Section 9.1 General

9.1.1 Incorporation. The salary schedules located on pages B-1 through B-3 and attached hereto are hereby made a part of this Agreement.

9.1.2 Pay Schedule. Teachers shall receive their annual salary in either twenty-two (22) or twenty-six (26) checks. A teacher must notify the District prior to August 15 if he/she is choosing the twenty-six (26) pay option. The first pay-date will be scheduled no later than the second Friday of the School year.

9.1.3 403(b) Account. The District shall establish employer matching contributions to tax deferred annuity programs under International Revenue Code section 403(b). The District agrees to contribute on behalf of those employees who choose to participate in the program an amount equal to fifty percent (50%) of the employee's contribution to a maximum district contribution per calendar year according to the following:

Steps		
	1-10	$250
	11-21	$500

The District employer matching contribution shall be on a monthly basis and shall be contributed to a plan of the teacher's choosing. The teacher has the right to change his/her elective

deferral contribution at the beginning of any month, which in turn may require the District to adjust the employer matching contribution amount

As of July 1, 2011, for new participants only, the District employer matching contribution shall be on a monthly basis and shall be contributed to a plan of the teacher's choosing from any provider on the Omni P3 Service Providers list. All current participants are grandfathered and will continue to maintain their current investment options.

9.1.4 Paycheck. All unit members will receive their paychecks via direct deposit.

Section 9.2 Increments

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

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

A. If the Teacher's total creditable service was a whole number and the Teacher's salary was on step according to the schedule in effect, an adjustment will be made to the next higher step on the schedule for the following year. To this will be added any adjustment necessary for career increments. In no case, however, may the new salary exceed the maximum listed for the educational qualification held and total approved experience granted. Subsequent adjustments for service or longevity increments will be made at the beginning of the school year.

B. A Teacher must work the equivalent of one semester during the school year to receive credit for the year on the salary schedule. No credit shall be given for less than one semester and any days less than one semester will be dropped at the end of the school year.

C. Teachers who have received permanent certification without a master's degree shall move one step on the salary schedule each year of service, beginning in 2003-2004.

9.2.3 Longevity Payment. Beginning in 2008-09, the District agrees to establish a longevity payment of one thousand seven hundred fifty dollars ($1,750.00) on an ongoing basis for those full-time employees who have completed twenty-three (23) years of service. Payment will begin with the next pay after the completion of service. The longevity payment outlined above will be as follows:

2009-2010:	$1759	2011-2012:	$1817
2010-2011:	$1789	2012-2024:	$1817

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

A. The salary column will be determined according to approved educational qualifications.

B. The first step in the proper column will be the beginning salary if there has been no approved prior teaching experience.

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

D. Prior KTUFSD service must be granted on a one-for-one basis up to five (5) years of service.

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

Section 9.3 Salary Credit for Graduate Study

9.3.1 When Made. Additional increases in salary shall be allowed for graduate study and advanced degrees as indicated on the schedule. All changes of salary for graduate work shall be made effective at the beginning of each semester. Teachers hired on or after 7/1/90 will be placed on the New Salary Schedule 01. Movement on Schedule 01 resulting from graduate study will be made effective at the beginning of the school year. Movement on Schedule 01 resulting from completion of the Master's Degree shall be made retroactively effective to the beginning of the semester provided that the District receives the required documentation before the close of business on the last day of the semester. It is the teacher's responsibility to maintain a record of delivery of the required documentation to the District if such material is hand delivered. An official transcript showing degree conferred or will be conferred must be submitted to the Human Resources Office before each effective date in order for movement to the MS Column to occur.

Teachers hired prior to 7/1/90 are placed on Salary Schedule 01 in the appropriate column. Teachers obtaining MS+30 prior to July 1, 1993, will be placed on the Career Column of Schedule 01. Teachers placed on Schedule 01 may move only to the MS Column of the Salary Schedule resulting from an approved advanced degree. No other horizontal movement shall occur on Schedule 01. Teachers hired on or after 7/1/90, may only be placed on the BS, BS+15, Masters or Career Schedules.

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

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

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

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

A. Clock hours of in-service offered by the Kenmore Staff Development Center or the District;

B. A combination of Staff Development Center in-service and District in-service;

C. Completion of a 3-hour graduate course approved under Section 9.3.4 of this Agreement; Alternate programs as approved by the Staff Development Policy Board. A minimum of 20 in-service hours must be completed by a full-time teacher or teacher assistant to be eligible for the Career Credit Stipend in the amount of $2000.

D. An Administrator may recommend a particular course to a particular Teacher. Non-tenured Teachers hired after June 1, 2000, may have up to ten (10) hours of staff development prescribed by the District on an annual basis. If the District decides it is going to prescribe up to ten (10) hours of coursework, it must notify those teachers prior to June 1 that they will be required to take those hours. Any hours that the District prescribes must be offered at least twice during the summer recess and once during the fall and spring semesters.

E. Effective with the 2010-11 and 2011-12 school years, Tuition for Career Improvement Option I will be $10 per hour for the first ten (10) hours for teachers. Tuition for a teacher assistant shall be $7 per hour for the first ten (10) hours. No tuition will be charged to any member for hours beyond ten (10).

F. Part-time teachers, teaching assistants, and term substitutes with annual assignments of less than 70% will be eligible to earn a pro-rated (using % of annual FTE) career improvement stipend provided they successfully complete a pro-rated amount of annual in-service hours. For example a .5 FTE will be required to successfully complete ten (10) hours of coursework to be eligible to earn a stipend of $1000 (.5 x $2000). The maximum annual stipend which they may earn will not exceed their FTE % times $2000.

   Part-time teachers, teaching assistants and term substitutes with assignments of 70% or greater are not eligible for pro-rated career improvement stipends but will be eligible to earn the maximum annual career credit stipend of $2,000 if they successfully complete the minimum in-service hours of twenty (20) hours.

   For purposes of this section only "part-time teachers" will be defined as teachers working a reduced schedule or teachers working a full schedule for less than seven (7) full months.

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

H. The five courses required for the Master Coach Strand shall be approved for career credit purposes up until the coach as earned the five percent (5%) seasonal stipend increase allowable under Section 8.1.5 of the KTA Contract. If these courses are repeated after the stipend increase has been earned, then the Staff Development Center regulations will apply. All other coaching related coursework shall not be approved for career credit purposes.

I. Effective commencing with the 2019-20 school year, the District agrees to fund the Staff Development Center.

9.3.6 Career Improvement Option 2. Career Improvement Option 2 is available in the amount of $200,000 for each year of the Agreement. The District will reserve 40% of the allocated funding for initiatives in curriculum and instruction. A Teacher who is probationary or tenured may opt for Career

Improvement Option 2 by filing with the Office of the Superintendent/designee, on the date established by the committee, a written statement that he/she intends to qualify for this option during the following school year by agreeing to add up to five (5) additional days of professional improvement/renewal service to the Teacher's work for the District during the following school year. The program of professional improvement/renewal and the days to be utilized therefore shall be specified by the committee. The Teacher shall be compensated for the additional days of such service at the per diem rate of $200. A Teacher may select Career Improvement Option 2 in addition to Career Improvement Option I.

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

9.3.7 Staff Development for Full-time Teacher Assistants: Full-time Teacher Assistants who complete twenty (20) clock hours per year of staff development activities pursuant to Section 9.3.5, Option I approved by the Assistant Superintendent for Human Resources shall receive a stipend of $2,000.

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

A Teacher who acquires National Board Certification shall be placed on his/her corresponding step with an additional $2500 increase in salary annually.

The District will additionally assist speech pathologists attain and maintain their Certificate of Clinical Competence by reimbursing documented expenditures for required training taken outside of Ken-Ton Staff Development Center and for related licensing fees/dues (reimbursement not to exceed nine hundred fifty ($950) dollars per three (3) year period).

9.3.9 Certificate of Clinical Competence. A Teacher who acquires and maintains Certificate of Clinical Competence from the American Speech-Language-Hearing Association as Speech-Language Pathologist shall receive a stipend of one thousand five hundred ($1500) dollars per year.

For each 1.0 FTE, the district will build in an additional 30 minutes daily, during the duty day to complete Medicaid reimbursement forms contingent on the need to complete such forms. An additional $2,000 per year will be allocated to those SLP's completing Medicaid reimbursement forms.

9.3.10 Pay for School Counselors. Pay for School Counselors (in accordance with Summer School Teacher in Appendix B - Salary Schedule 03 for summer days worked.) shall be up to 10 full days between the close of the school year and the start of the next school year and shall be paid 1/200 of their salary per day.

Section 9.4 Summer Classroom Teacher

9.4.1 Length of Summer Session. The summer school session shall be:

Summer High School	Summer Middle School
4-Day Week (Monday-Thursday)	4-Day Week (Monday-Thursday)
2 sessions	4 sessions
22 days + 3 exam days	23 days + 2 exam days
4 hours and 16 minutes	4 hours and 16 minutes

9.4.2 Actual Rates. According to the attached Schedule. Rates include the grading of regents examinations of all students assigned to the teacher's class. A teacher shall be paid five ($5) dollars per exam for grading examinations of students challenging a regent's examination. Should the teacher's summer school exam take place on the last day of the summer program and the teacher is unable to complete the grading of those examinations on that day, the teacher will be paid his/her summer school hourly rate of pay for the hours required to complete the grading task.

9.4.3 Summer Reading Program. Elementary summer reading Teachers shall be paid an hourly rate equal to that paid for AIS instruction.

9.4.4 Summer Session Leave. Each Teacher may request from the Superintendent a leave for the purposes listed in section 10.2. All requests, including requests for personal leave shall include a statement of explanation for the intended use of this leave.

Section 9.5 Term Substitutes

9.5.1 Over 39 Days. Instructional personnel employed to replace a Teacher who is absent for more than 39 consecutive school days will be classified as "Term Substitutes". The rate of pay for Term Substitutes will be calculated on the same basis as new appointees on Salary Schedule 01, except that career increments will not apply and the salary for a Term Substitute will not exceed the tenth step in the appropriate column unless the Term Substitute has been recalled from the eligibility list (Section 7.3). See Section 12.1.1 regarding stipulations for health insurance for Term Substitutes.

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

Section 9.6 Extra-Curricular

9.6.1 Concepts. The following concepts are approved:
Acceptance by a Teacher of an extra-curricular activity is voluntary. Pay for such activity starts only after the normal school day is completed. Teachers who work a minimum of thirty (30) minutes beyond the normal school day on a single work day shall be paid in fifteen (15) minute increments for all such time at the appropriate hourly rates.

9.6.2 Musical Competitions.
Extra Duty Compensation - Musical Competitions:
By mutual agreement of the parties, music Teachers who are directed by the School District to be responsible for performances or competitions sponsored or participating by the District involving students from more than one school within the District will be compensated at the current co-curricular rate (ref. Salary Schedule 03 Group A Clubs, Intramurals). Where there is no

compensation because the performance or competition is sponsored by an outside organization, participation by the Teacher will be voluntary. Participation in the following Music festival activities will be compensated:

Level	
Grades 4-6:	
County Music Festival	$270
Spring NYSSMA Solo Adjudication Weekend	116
Grades 7-9:	
County Music Festival.	270
Spring NYSSMA Solo Adjudication Weekend	116
Grades 10-12:	
Area All-State Festival.	$229
County Music Festival.	270
Spring NYSSMA Solo Adjudication Weekend	116

Section 9.7 Family Support Center

9.7.1 Family Support Center. The district will be allowed to employ school counselors, psychologists and social workers to work in the Family Support Center. Such work will be voluntary and occur after normal teaching hours. The compensation will be the current "A.I.S" rate (see schedule 03).

ARTICLE 10. LEAVES OF ABSENCE

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

10.1.0 PTO (Paid Time Off)
Beginning with the 2019-2020 school year, KTA teachers will be granted a bank of **17** allocated PTO (paid time off) days. These PTO days shall then replace all applicable provisions of the parties' collective bargaining agreement (CBA) regarding the grant and/or use of these four types of paid leave days:

A. personal illness or personal physical disability;

B. family illness;

C. personal obligations or emergencies;

D. commencement exercises.

Except for reasons of personal illness or family illness, Teachers must request and obtain approval from the Assistant Superintendent for Human Resources for PTO day use before or after a school break or staff development day.

PTO days may not be used for the purposes of vacation. PTO days are only to be used for the four types of leave days as described above. In some cases they may be used for "exceptional reasons"; which may include, but are not limited to:

1. Out of town events such as graduations, weddings, or family reunions
2. Other events will be considered on a case-by-case basis.

Attendance, timeliness of request, and nature of the leave may be some of the considerations when granting permission for an extended or exceptional reason.

PTO leave requests greater than three (3) consecutive days for personal obligations or emergencies will require building administration notification and approval from the Assistant Superintendent for Human Resources; where appropriate, the Assistant Superintendent for Human Resources may request medical documentation for PTO days used in excess of three (3) days for personal illness, personal disability, or family illness.

Teachers may access their previously accrued sick day balance or accrued PTO balance for medical leave of three (3) days or more for ongoing medical treatments such as, but not limited to, chronic conditions, extended illness, or ongoing medical treatments with appropriate medical documentation.

10.1.1 Full and Part-Time Teachers. All full-time Teachers shall be allowed at least ten (10) work days leave with pay annually in the event of personal illness or personal physical disability. In the event the contract with a full-time Teacher is for more than a ten (10) month employment, that Teacher shall receive one additional such leave day for each additional month of employment. Regularly scheduled Teachers who work a part-time schedule (50% or more) will accumulate unused sick leave on a pro-rated basis, i.e. a Teacher on a 60% schedule with ten (10) unused days at 60% will carry over six (6) full days into the succeeding year. Term Substitutes will receive sick leave in accordance with the provisions stated in paragraph 9.5.2 of this Agreement. The District will review teacher use of leave days. Any unused personal illness days accumulated as of the end of the 2016-17 school year will be frozen and available to the teacher as needed for personal illness or personal physical disability.

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

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

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

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

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

Section 10.2 Annual Non-Cumulative Short Term Leaves of Absence

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

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

10.2.3 Adoption. Teachers shall be allowed up to five (5) days with pay to attend to the adoption of their child. In the event of international adoption, Teachers shall be allowed up to ten (10) days with pay to attend to the adoption of their child. The additional five (5) days shall be deducted from the Teacher's personal sick first or PTO days if no personal sick is available.

10.2.4 Family Illness. All regularly scheduled Teachers shall be allowed a maximum of five (5) days leave with pay annually when illness in the Teacher's immediate family regardless of residence (or illness of any person residing with the Teacher) requires the Teacher's personal attention. Up to three (3) days that are not used will be credited to the Teacher's accumulated sick leave at the beginning of the next school year. Effective September 1, 2019, family illness leave is included in the annual 17 PTO day allotment.

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

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

10.2.7 Commencement Exercises. All regularly scheduled Teachers shall be allowed a maximum of one (1) day leave with pay to attend a commencement exercise at which a degree is to be bestowed on self, spouse or child. Subsequent documentation must be submitted by the employee to the Payroll Department. Effective September 1, 2019, commencement exercises leave is included in the annual 17 PTO day allotment.

10.2.8 Personal Obligations or Emergencies. All regularly scheduled Teachers shall be allowed a maximum of three (3) days each year of personal leave with pay for his/her personal obligations or emergencies. This day may not be used immediately preceding or following a school holiday or vacation except in emergencies. Tenured Teachers may use the phrase "Personal Leave" on the absence form. All non-tenured Teachers shall include a statement on the form explaining the reason for the use of this leave. The signed form, in either event, must be provided within five (5) days of use. If not all days are used, one (1) day of the unused days will be added to the following year's three (3) initial days and any remaining unused days will be added to the Teacher's accumulated sick leave at the beginning of the next school year. This leave may not be used on district staff development days except in an emergency, or if not an emergency, only with the advance approval of the Assistant Superintendent of Human Resources. Effective September 1, 2017, personal leave is included in the 17 PTO day allotment.

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

10.2.10 Professional Day Leave. All regularly scheduled Teachers will be eligible for a maximum of three (3) professional leave days per year with pay. Effective July 1, 2017, Teachers will be eligible to earn a maximum of two (2) Professional Leave Days per year. The scheduling of professional leave must be approved by the building administrator. The following provisions must be met in order to qualify for this day:

A. Activities must take place before or after Teachers' contractual hours, during the summer, or during times not otherwise compensated.

B. Participation in these activities must have prior authorization by an administrator.

C. Documentation must be provided which substantiates service in approved activities. Upon such documentation, a teacher may choose to apply for one-half (1/2) of a professional leave day for every four (4) clock hours up to a maximum of three (3) professional leave days.

D. The professional day may not be used immediately preceding or following the winter and spring recess.

E. Professional leave days may be taken within the school year earned or may be accumulated for future use. Only three (3) professional leave days per school year may be taken. In the event that any professional leave days are unused in a given year, a total of three (3) days may be accumulated and added to the following year's professional leave day allowance. At the close of the school year, any number of professional days accumulated over the limit of three (3) would revert to the teacher's sick day balance. Effective July 1, 2017, only one professional leave day may be taken within a school year. If a teacher has professional Leave Days remaining at the end of a school year, one day will roll into the following year's Professional Leave Day bank. All remaining days will be converted at $90 for any full days, or $45 for any half days, into their 105h account.

F. The following activities are examples of the service which may be provided under this option: School Planning Teams and Design Teams; District Computer Committee; Poetry Anthology Committee; Retreats; Authorized production work in schools (i.e. SPT Handbook, School of Excellence Application); Authorized student club/enrichment activities; Authorized curriculum committees/enrichment activities; Peer Coaching Support Group Meetings; Monitoring; Screening and Interviewing Committees; Policy Boards; Authorized presentations made by Teachers after hours/not otherwise compensated; Authorized Standardized Test correction; Extended hours discipline/supervision of students.

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

10.2.11 Religious Holiday. All regularly scheduled teachers shall be allowed an annual maximum of two (2) days leave with pay for the observance of major religious holidays if the holiday falls on a school district work day.

Section 10.3 Education Conference Leave

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

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

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

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

A. Officers, directors, committee chairman of the sponsoring organization, or otherwise active participants in that organization, conference or meeting.

B. In the case of annual conference or meeting, applicants who did not attend the previous conference or meeting.

10.3.5 Limits on Conferences. Teachers may be limited to one (1) such leave during any one (1) school year, except for elected delegates to the NYSUT Representative Assembly and the New York State Teachers Retirement System.

Section 10.4 Child Care Leave

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

10.4.2 Application and Commencement. The leave shall begin on a date designated by the Teacher. In determining the starting date, the Teacher will take into consideration any reasonable requests from the District and such leave shall begin no later than one (1) year after the date of birth or adoption. Application for the leave shall be filed at least thirty (30) days prior to the estimated initial date of leave unless circumstances are such that the Teacher is unable to give reasonable advance notice.

10.4.3 Unpaid Duration. The leave of absence shall be without pay or other monetary benefits for a maximum of four (4) full semesters next following the semester in which the leave of absence begins. The number of semesters of leave will be indicated by the Teacher on the application for leave. If the Teacher does not indicate the maximum leave, the Teacher may extend the leave up to a total of four (4) semesters; however, if the leave is extended, the Teacher will lose his/her right to return to the building of last assignment and instead may be assigned to another building upon return. Such extensions will be permitted only once and must be for full semesters. This leave shall not be counted for the purpose of salary increments, seniority in the tenure area of the position, or probationary service.

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

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

10.4.6 Unexpected Termination. In the event that the dependent child dies or the adoption proceedings are terminated the Teacher is entitled to return to the first available position in the area of certification or at the beginning of the next semester, whichever comes sooner.

Section 10.5 Military Leave

10.5.1 Election of Payment. A Teacher who is a member of the US Military Reserves, the National Guard or the NYS Guard shall file with the District a designation of their choice of pay in the event that they are called to active duty by the Federal Government or the Governor of the State. The two (2) choices available are:

Option 1. The teacher shall avail himself or herself of the military leave provision as provided by Section 242 of the New York State Military Law.
Option 2. The teacher shall avail himself or herself of the Supplemental Military Leave as described in Section 10.5.2

10.5.2 Supplemental Military Leave. The District shall provide a temporary leave in accordance with the following:

A. The Teacher must be performing "ordered military duty" as per Military Law Section 242(1) for the State or the United States.

B. The leave shall commence on the day the Teacher begins his/her active duty and ends when the Teacher is removed from active duty.

C. The Teacher on leave shall receive reduced pay based on his/her regular pay, reduced by the military pay received. The determination of the rate of payment for the leave will be based upon the Teacher's regular salary as of his/her last pay date and the employee's military pay on the first day of his/her activation. The Teacher must provide the District with proof of their military pay rate.

D. If the Teacher has completed career credit requirements during the school year, the career credit payment will be provided.

E. The Teacher on leave shall continue to receive health benefits as described in Section 12.1.

F. The Teacher on leave shall continue his/her participation in the New York State Teachers' Retirement System and the District will continue to make the required contributions for the District and from the Teacher's salary if applicable.

G. Teachers on leave shall continue to accrue seniority for the purpose of salary credit and layoff.

H. The parties agree that once a Teacher has selected either Option 1 or Option 2, the Teacher and the District agree that this selection was voluntary and in making a selection the Teacher waived his/her right to the option not chosen.

I. The Association agrees that it will not be party to a grievance by a Teacher claiming, after the fact, that he/she has the right to change their option.

Section 10.6 Sabbatical Leave

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

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

A. All applications for such leave shall be filed with the Superintendent of Schools by April 10 preceding the school year in which leave is desired.

B. The applicant must agree to and continue his/her present school district service for two (2) calendar years immediately after the expiration of his/her sabbatical leave or to repay the school district one-quarter (1/4) of his/her leave pay for each semester of the above two (2) calendar years he/she does not serve.

C. The Board may revoke the leave in the event the projected program is not being followed.

D. Sabbatical leave may be for one (1) or two (2) semesters. The two (2) semester leave (ten [10] months) shall be with pay not to exceed one-half (1/2) of the applicant's annual salary for that period. The one (1) semester leave (five [5] months) shall be with pay not to exceed one-quarter (1/4) his/her annual salary. A Teacher on sabbatical leave shall continue to participate in the school district insurance program. In any event, the actual leave salary shall be determined by the Board.

E. The duration of sabbatical leave shall not count in computing service increments, but graduate hours earned as part of the sabbatical program shall be credited in computing educational increments.

F. The Board or the Superintendent of Schools may establish additional conditions for individual sabbatical leaves.

Section 10.7 Exceptional Leaves

10.7.1 Exceptional Leave I. Upon recommendation of the Superintendent of Schools, the Board may grant an extension of any of the leaves of absence defined above or an exceptional leave without pay, not to exceed one (1) year, to a Teacher who desires leave for a personal activity which will be beneficial to the school district educational program, or for a personal need not heretofore provided for by the aforementioned short-term and long-term leaves. The Board shall define the terns of such extensions or leaves.

10.7.2 Exceptional Leave II. Full year leaves without pay will be granted to Teachers under the following conditions:

A. The leave must be for a full (July-June) academic year, with no extensions permitted.

B. Applicants must have seven (7) or more years of continuous service in the KTUFSD and must apply by April 1st preceding the school year in which leave is desired. Subsequent leaves will be granted at seven (7) year intervals. Applicants must inform the District in writing of intent to return on or before April 1st of the fiscal year in which the leave is scheduled.

C. The duration of the leave shall not count in computing service increments or for computing service in the tenure area.

D. The Teacher, upon return from leave, will be entitled to a position in the school district commensurate with certification and tenure status according to Section 6.1.4 of this Agreement.

E. Under the conditions stated, Teachers may elect this type of leave except that the District retains the option of refusing leave to Teachers in excess of two from one area of certification.

Applicants to be chosen in order of application.

Section 10.8 Family and Medical Leave Act

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

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

A. To care for the employee's child after birth, or placement for adoption or foster care;

B. To care for the employee's spouse, son or daughter, or parent who has a serious health condition;

C. For a serious health condition that makes the employee unable to perform the employee's job. At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

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

A. The employee ordinarily must provide thirty (30) days advance notice when the leave 1s "foreseeable".

B. An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

10.8.3 Job Benefits and Protection

A. For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan".

B. Upon return from FMLA leave, most employees must be restored to their original or equivalent pay, benefits, and other employment terms.

C. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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

A. interfere with, restrain, or deny the exercise of any right provided under FMLA.

B. discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

10.8.5 Enforcement

A. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

B. An eligible employee may bring a civil action against an employer for violations.

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

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

Section 10.9 Occupational Injury Leave

10.9.1 Conditions. A Teacher's absence from duty caused by an occupational injury to the Teacher, occurring in the course of the Teacher's employment, as defined in the New York State Workers' Compensation Act, shall be with pay and shall not be charged against the Teacher's

personal illness leave allowance defined above during the occupational injury benefit period, provided that the Teacher shall pay to the Board the benefits received under the New York State Workers' Compensation Act for the loss of salary during said period. The occupational injury benefit period shall be up to (a) the number of work days equal to one-half (1/2) the Teacher's accumulated personal illness leave days, or (b) thirty (30) work days, whichever is greater. If such absence extends beyond the occupational injury benefit period, the Teacher's personal illness leave benefit shall be applied to such extended absence.

Section 10.10 Sick Leave Bank

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

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

A. Each non-tenured Teacher will contribute one (1) personal sick day per year until such time as his/her tenure appointment becomes effective.

B. The minimum accumulation of days in the Bank is 1 000. Should the Sick Leave Bank fall below 1000 days, Unit members will be assessed one (1) sick day to bring the Bank above the stated minimum level.

C. A member of the Bank may apply for up to seventy-five (75) days of leave. The first twenty-five (25) days will be paid at a rate of one hundred percent (100%) of the members' current daily rate of pay. Should the disability or illness continue, a final extension of fifty (50) days may be granted at seventy-five percent (75%) of the member's current daily rate of pay for the next twenty-five days and fifty percent (50%) of the member's current daily rate of pay for the last twenty-five (25) days.

D. A disabling injury or illness is one which results in a continuous absence under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted with the application.

ARTICLE 11. GRIEVANCE PROCEDURE

Section 11.1 General Rules

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

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

11.1.3 Grievance Definition. "Grievance" shall mean a complaint by a Teacher or Teachers in the negotiating unit, or by the Association, concerning an alleged breach, misinterpretation or misapplication of any term of this Agreement, or an administrative act affecting general working

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

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

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

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

Section 11.2 Time to Process

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

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

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

11.2.4 After June 1st, Expedition. If a grievance is filed on or after June 1, the grievance will be expedited so that the procedure may be exhausted prior to the end of that school year, or as soon thereafter as feasible, if the grievant or party would otherwise suffer irreparable injury or harm.

11.2.5 Where to File When School Is Not in Session. If the school system is not in session, a grievance, appeal, written instrument or response required by this Article 11 shall be filed with the Assistant Superintendent for Human Resources.

Section 11.3 Adjustment With or Without Representation

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

A. The adjustment is not inconsistent with the terms of this Agreement; and

B. Provided further, that said adjustment shall not constitute a precedent binding on either party to the Agreement in future proceedings.

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

Section 11.4 Steps

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

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

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

Section 11.5 Arbitration

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

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

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

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

hearings conducted pursuant to Section 4.7 of this Agreement.

11.5.5 Arbitrator's Power. An arbitrator shall have no power or authority to require either the Association or the District to perform any act not expressly required, or any act not expressly prohibited, by this Agreement. An arbitrator shall have no power or authority to alter, add to, subtract from, or modify any provision of this Agreement.

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

ARTICLE 12. INSURANCE

Section 12.1 Health Insurance

Plan	July 1, 2015 District (D) & Employee (E) Premium Contribution	July 1, 2016 District (D) & Employee (E) Premium Contribution	July 1, 2017 District (D) & Employee (E) Premium Contribution	Office visit co-pay	Prescription co-pay	Dependent coverage	Inpatient hospital co-pay
Flexfit Active	D - 91% of premium for family or single E – 9% of premium for family or single	D - 90% of premium for family or single E – 10% of premium for family or single	D - 88% of premium for family or single E – 12% of premium for family or single	0-18 yrs - $20 19 yrs+ $10	$5/$25/$50 for teachers	Dependents to age 26	$0
Flexfit Family	same as above	same as above	same as above	0-18yrs -$0 19yrs+ - $15	$5/$25/$50 for teachers	dependents to age 26	$0
Flexfit Independent	same as above	same as above	same as above	$20	$5/$25/$50 for teachers	dependents to age 26	$0
Passport	D- Max of 91% of Flexfit Premium E – remainder of premium	D- Max of 90% of Flexfit Premium E – remainder of premium	D- Max of 88% of Flexfit Premium E – remainder of premium	$15	$5/$25/$50 for teachers	dependents to age 26	$0
First Choice Family or Single	D- 100% of the premium E- 0% of the premium	D-99% of the premium E – 1% of the premium	D-98% of the premium E – 2% of the premium	Adult $10 Child $20 Specialist $20	$5/$25/$50 for teachers	dependents to age 26	$0
First Choice Out of Network	D- 100% of the premium E- 0% of the premium	D-99% of the premium E – 1% of the premium	D-98% of the premium E – 2% of the premium	20% after $2000 individual or $4000 family deductible	$5/$25/$50 for teachers	dependents to age 26	20% after $2000 individual or $4000 family deductible Exceptions apply

12.1.1 Insurance Plans. The District will offer the following self-insured health insurance plans from Independent Health: In order for a Term Substitute to be provided health insurance, the Term Substitute must be appointed for more than 59 days or have accumulated more than 59 days of continuous

service including continuous per diem service in the **same** assignment. This will be for new assignments.

- 90-Day mail order refills for maintenance prescriptions will be available at a cost of two (2) co- pays.

12.1.2 No Unilateral Charge. The District agrees that it will not unilaterally change the insurance products offered to the employees. The District and the Association recognize that there may be changes to the insurance policies in effect as a result of the modifications by an insurance company. In the event that changes occur as a result of the actions of an insurance company, the District shall notify the Association President of such changes as soon as possible.

The District and the Association shall meet and negotiate the impact of any such changes and negotiate possible alternatives to any insurance coverage. The District shall not, however, be responsible for changes in the health insurance products offered by any insurance company, included but not limited to any changes in co-pays, deductibles, and specific coverage. No grievances shall be entertained over a change of coverage by an insurance carrier.

12.1.3 Mandatory Buy Out from Indemnity Plan

As of February 1st, 2011, The District shall provide a one-time payment to the teacher's 105h account in the amount of $1,500 single coverage and 3,000.00 family coverage for a Teacher who is enrolled as of September I, 2009 in the Independent Health Indemnity Plan and will have to change his/her health insurance plan to either the Independent Health FlexFit, the Independent Health Passport coverage, or opt out of a Ken-Ton health insurance plan during the January 2011 open enrollment period. The Independent Health Indemnity Plan will cease to exist January 2011.

12.1.4 Additional Riders. Regularly scheduled part-time employees will be given the opportunity to participate in either the FlexFit or the Passport insurance plan at the prorated FT premium expense on condition that they pay the required premium to the District business office in advance of the effective coverage. It should be noted that this option will not be made available to part-time employees who work on a substitute or seasonal basis.

12.1.5 Cash Option.

A. As of 2012-2013, a Teacher who voluntarily cancels his/her health insurance with the District shall receive a one-time payment of $4,000.00. For each subsequent year the teacher remains outside the district health plan, the annual payment will be $2,600. If a Teacher and his/her spouse are both employees of the District, the rebate amount shall be $2,000.00. Such payment shall continue until the Teacher requests reinstatement of District coverage, in writing, to the Human Resources Office. There is no obligation on the part of the District to provide health insurance coverage under the terms of this Agreement if the employee voluntarily cancels per terms of this section. If conditions necessitate the Teacher obtaining District coverage, the District will provide it upon written notification by the Teacher with the assurance that waiting periods are waived assuming regulations in effect atthe time of reinstatement so permit.

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

Section 12.2 Association Insurance Fund

12.2.1 Establishment. The Kenmore Teachers Association will establish an Insurance Fund which will be used to purchase group insurance (e.g. medical, dental, optical, etc.) which shall be made available to all persons in the negotiated unit covered by this Agreement. Beginning with the 2019-20 school year, the district agrees to contribute to the Kenmore Teachers Welfare Trust Fund the amounts listed per year per full-time Teacher as follows:

2019-2020	$1,500
2020-2021	$1,550
2021-2022	$1,600
2022-2023	$1,650
2023-2024	$1,700

Prorated contributions will be made for part-time Teachers (measured in the manner provided in paragraph 5.2.9 of this Agreement). Such payment to the Welfare Trust will be made by July 1 and December 31 of each fiscal year. Each payment shall be approximately 50% of the estimated cost for the fiscal year. Any changes in staffing levels after July 1st of each year shall be adjusted on July 1st of the following year. The Association President/designee may designate up to five (5) days at full pay for the use of authorized representatives of the Association to conduct business of The Kenmore Teachers Welfare Trust. The District will be informed in advance of the use of such days and the name of the representative.

The District will be provided a copy of the Welfare Trust financial statement, independent audit report and a copy of the 5500 form. This information will be sent to the Assistant Superintendent for Human Resources.

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

The following are the components of the flexible spending plan:

- The premium reduction account will continue to allow eligible unit members to save taxes on the portion of the medical premium paid through payroll deduction.

- Each eligible unit member may make contributions to his/her account on a pre-tax basis. Such pre-tax dollars can be used to pay for out-of-pocket health expenses that are not covered under the medical plans. The maximum any eligible unit member can deposit is determined by the annual amount set by the federal government.

- Each eligible unit member may deposit up to $5,000 per year on a pre-tax basis to pay for qualified dependent care expenses.

- The District shall pay the administrative fee to the plan administrator for maintaining the spending accounts.

- Eligible unit members who have family coverage under Independent Health Traditional Plan can receive up to $120 reimbursement when a second family member incurs medical charges which are applied to the $250 Major Medical Deductible.

- Any funds in the spending account which are not utilized by the end of the plan year will revert to the District to offset the cost of health plans.

12.2.3 105(H). The IRS code allows employers to contribute monies into section 105(H) accounts for eligible employees. Effective July 1, 2012, all regularly scheduled full-time bargaining unit members shall receive an annual District contribution of $500 for the purposes of payment for eligible health insurance expenses. Such pre-tax dollars can be used to pay for out of pocket health expenses that are not covered under the medical plans. Unused 105(H) plan balances are to remain in the employee's name upon resignation or retirement, however unused 105(H) plan balances are to revert to the district upon the termination or resignation in lieu of termination of any KTA unit member. Faculty members who have completed ten (10) years of service with the District who pass away during employment shall have their 105(H) account balance transferred to a surviving spouse.

Section 12.3 Part-Time Teachers

12.3.1 Insurance. Part-time Teachers shall be eligible for HMO health insurance under section 12.1 and life insurance under section 12.2.1 if they meet all the other requirements of those sections. The District's contribution to the premiums for such insurances shall be in the same proportion as the Teacher's schedule is to a full-time Teacher's schedule.

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

Section 12.4 Health Insurance Benefits Upon Retirement

12.4.1 Eligibility. Effective July 1, 2010, teachers having completed ten (10) years of service in the District and retiring within the New York State Teachers Retirement System will be eligible for the retirement benefit provided a written notification is submitted one hundred twenty (120) days prior to retirement if retiring before the current school year ends, or by March 1st if retiring prior to the start of the next school year.

12.4.2 Benefit. Health benefits into retirement will be based upon $750.00 per year for each year of service prior to 1990-91; $750 for each year from 1990-91 through 1995-96 in which five (5) or fewer personal illness days were used; and $750.00 for each year of service beginning in 1996-97 in which three (3) or fewer personal illness days were used. For each year of service after July 1, 2000, $800.00 for each year of service in which three (3) or fewer personal illness days were used will be credited. For each year of service beginning July 1, 2004:
$900.00 per year will be credited for teachers who retire on or before June 30, 2007
$936.00 per year will be credited for teachers who retire on or before June 30, 2008
$973.00 per year will be credited for teachers who retire on or after July 1, 2008
for each year of service in Kenmore in which three (3) or fewer personal illness days are used. The $973 payment will cease and expire at the end of the 2016-17 school year. Effective July 1, 2017, $500 per year will be credited for teachers who retire on or after July 1, 2018 for each year of service in KTUFSD in which five (5) of fewer PTO days are used. Teachers who are on Step 20 and above shall receive an additional $1,000.00 per year added to their Health Insurance Upon Retirement Account.

Effective July 1, 2019, $700 per year will be credited for teachers who retire on or after July 1, 2020 for each year of service in Kenmore in which Eight (8) or fewer accrued PTO, annual PTO or accrued sick days are used. Teachers on Step 20 and above shall receive an additional $1,000 per year added to their Health Insurance Upon Retirement Account.

Faculty members who have completed ten (10) years of service with the District who pass away during employment shall have this health insurance benefit transferred to a surviving spouse.

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

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

12.4.5 First Eligibility Retirement Incentive. Beginning the 2019-20 school year, an option for benefits, of which a teacher may select one option, for retirement is offered to teachers of the District who meet all the qualifications below:

A. Any teacher covered by this agreement who has completed fifteen (15) years of service with the Kenmore-Town of Tonawanda UFSD and is an active member in Tier I, II, III, IV, V, or **VI** of the New York State Teachers' Retirement System is eligible.

B. The teacher must notify the district, in writing via an irrevocable letter of resignation for purposes of retirement of his/her intention to retire by March 1st for a retirement date effective between July I and August 31st of the same year.

C. The teacher must retire at the conclusion of the school year (between the July I and August 31) in which he/she first reaches the age of eligibility, without penalty, under the NYSTRS. Those teachers who are eligible to retire without penalty under the provisions of NYSTRS shall receive their choice of one of the following options:

- Option A: The District will deposit $25,000 into the member's choice of either the member's approved 403(b) account or the member's Health Insurance Benefit Upon Retirement Account. Payment into the 403(b) account or Health Insurance Benefit Upon Retirement Account shall be made no later than September 1 in the year the teacher retires.
- Option B: The District will provide a credit of up to five (5) years for the district's designated "KTA Retiree Health Care Plan" to be used to cover the cost of health care plan premium payment. Retirees electing to participate in this option beyond five years will be subject to a premium contribution of 25%.

PTO Conversion Retirement Benefit: At the time of retirement, the value of the number of PTO days accumulated, up to 225 days, in the teacher's PTO account times $125, will be placed into the teacher's Health Insurance Benefit Upon Retirement Account.

12.4.6 Retirement Incentive After First Eligibility. Effective July 1, 2018, at time of retirement, all full-time teachers within the New York State Retirement System will be eligible for a PTO day conversion retirement benefit listed below, provided they meet the following eligibility requirements:

A. The teacher has completed a minimum of fifteen (15) years of full-time teaching service with the Kenmore-Town of Tonawanda UFSD just prior to retirement;

B. The Teacher submits a written, irrevocable, signed and dated resignation letter for the purposes of retirement pursuant to the NYS Teachers' Retirement System by March I st for the end of the upcoming school year. This benefit is not available for mid-year retirements.

PTO Conversion Retirement Benefit: At the time of retirement, the value of the number of PTO days accumulated, up to 225 days, in the teacher's PTO account times $90, will be placed into the teachers Health Insurance Benefits Upon Retirement Account.

Any member that retires with sick days or unredeemed PTO days will have a maximum of fifteen (15) days credited to the KTA Sick Bank, capped annually at a cumulative amount of no more than 200 days per year.

ARTICLE 13. ASSOCIATION MATTERS

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

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

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

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

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

Association Vice President. The Kenmore Teachers Association First Vice President will be released from one period of teaching duties during each school year while in office. The District agrees it has the obligation to pay the entire salary, related payroll taxes, and all fringe benefits to which the Association's First Vice President is entitled, including but not limited to retirement, social security, health insurance payments and Welfare Trust payments. The Association agrees to reimburse and pay to the District a prorated amount of the District's expenses for salary, related payroll taxes and all fringe benefits to which the Association's First Vice President is entitled, including but not limited to retirement, social security, health and Welfare Trust payments. As used in the preceding sentence, "the District's expenses" shall be measured by its expenses for the lowest paid teacher in the certification area of the Association's First Vice President. The prorated amount to be reimbursed by the Association and the teaching schedule of the First Vice President will be agreed to in writing by the Association and the District prior to the beginning of the 2007-2008 school year. The First Vice President will suffer no loss in salary or benefits as a result of this arrangement upon returning to a full-time teaching assignment.

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

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

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

13.1.9 No Strike. There shall be no strikes or work stoppages for any reason whatsoever during

the term of this Agreement. The Association affirms that it does not assert to the right to strike against any government; to assist or participate in such a strike; or to impose an obligation to conduct, assist or participate in such a strike.

13.1.10 Copies of Agreement. Fifty (50) copies of this Agreement shall be reproduced at the expense of the District and presented to the KTA Office. All members now employed or hereafter employed by the District shall have access to an electronic copy of the Agreement.

ARTICLE 14. GENERAL

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

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

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

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

14.1.5 Contracts for Education Services. A moratorium on implementation of contracts for other education services not theretofore contracted, including regular session driver education is hereby declared by the parties until June 30, 2024.

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

14.1.7 Duration. This Agreement shall become effective the 1st day of July, **2019** and shall continue in effect through the 30th day of June, **2024**. The expiration date may be extended in writing, by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have signed this 25 th day of October, 2019.

KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT

By _____

Stephen Bovino, Superintendent

KENMORE TEACHERS ASSOCIATION

By _____

Peter Stuhlmiller, President

Appendix A

Teacher Assistant Terms and Conditions

Professional Conduct

Compliance with Rules: Teacher Assistants are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives, provided that a Teacher Assistant may reasonably refuse to carry out an order which threatens physical safety or is offensive to generally accepted moral or professional standards.

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

Use of Automobile

Cash Allowance: Teacher Assistants who are required in the course of performing their professional duties to drive automobiles from one school building to another shall receive a car allowance of the number of cents per mile allowed by the Internal Revenue Service for deduction of business miles driven at the time of submission of the voucher.

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

WORK YEAR AND DAY

Elementary Last Week: There will be no pupil contact duties for K-5 Teacher Assistants on the last three (3) days of the school year.

Teacher Assistant Duty Days: A maximum of **188** Teacher Assistant duty days in the school calendar year.

First Student Day: On the first day of student attendance in September, Teacher Assistants may have up to a full day of instructional support duties.

Parent Conferences, Open House: Participation at PTA meetings is encouraged as part of a Teacher Assistant's professional responsibility for fostering good parent relationships, and thereby improving the education of the child.

Work Day:

Beginning, Ending, Length, Lunch: Each building principal shall set the beginning and ending times of the workday for Teacher Assistants who work in his/her building, but the beginning and ending times for Teacher Assistants who work in more than one building shall be set by the Superintendent .of Schools. The Teacher Assistant work day shall not exceed 7.5 hours. The Teacher Assistant work day includes a duty-free 30 minute lunch period and one planning minutes of least 40 minutes.

A Teacher Assistant may volunteer for flex scheduling. The flex schedule will not exceed 7.5 continuous hours and will not begin before 6:30 a.m. nor end after 5:30 p.m. The flex schedule shall be agreed to by the building administrator and the Teacher Assistant.

PTO Days: Beginning with the 2019-2020 school year, Teacher Assistants will be granted a bank of 17 allocated PTO (paid time off) days. PTO days shall not have any monetary value at the time of retirement. If a Teacher Assistant is hired as a teacher in the Kenmore Town of Tonawanda UFSD, unused PTO days will convert to accumulated teacher PTO days with all applicable provisions. These PTO days shall then replace all applicable provisions of the parties' collective bargaining agreement (CBA) regarding the grant and/or use of these four types of paid leave days:

A. personal illness or personal physical disability;

B. family illness;

C. personal obligations or emergencies;

D. commencement exercises.

Except for reasons of personal illness or family illness, Teacher Assistants must request and obtain approval from the Assistant Superintendent of Human Resources for PTO day use before or after a school break or staff development day.

PTO days may not be used for the purposes of vacation. PTO days are only to be used for the four types of leave days as described above. In some cases they may be used for "exceptional reasons" which may include, but are not limited to:

1. Out of town events such as graduations, weddings, or family reunions.

2. Other events will be considered on a case-by-case basis.

Attendance, timeliness of request, and nature of the leave may be some of the considerations when granting permission for an extended or exceptional reason.

PTO leave requests greater than three (3) consecutive days for personal obligations or emergencies will require building administration notification and approval from the Assistant Superintendent for Human Resources; where appropriate, the Assistant Superintendent for Human Resources may request medical documentation for PTO days used in excess of three (3) days for personal illness, personal disability, or family illness.

Teacher Assistants may access their previously accrued sick day balance or accrued PTO balance

for medical leave of three (3) days or more for ongoing medical treatments such as, but not limited to, chronic conditions, extended illness, or ongoing medical treatments with appropriate medical documentation.

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

Salary Schedule

A. FT Teacher Assistant Annual Salary Schedule and Benefits:

Salary	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Step 1	$25,000	$25,250	$25,500	$25,750	$26,000
Step 2	$25,000	$26,250	$26,500	$26,750	$27,000
Step 3	$27,000	$27,250	$27,500	$27,750	$28,000

B. Welfare Trust. Effective July 1, 2010, FT Teacher Assistants will participate in the KTA Welfare Trust. The District will contribute $1,250 per year for FT Teacher Assistants. Payments of $625 to the Welfare Trust will be made by July 1 and December 31 of each fiscal year. The district will contribute $1,375 for FT Teacher Assistants for the 2015-16 and 2016-17 school years, and $1,450 for the 2017-18 school year.
Beginning with the 2019-20 school year, the district agrees to contribute to the Kenmore Teachers Welfare Trust Fund the amounts listed per year per full-time Teacher as follows:

2019-2020	$1,500
2020-2021	$1,550
2021-2022	$1,600
2022-2023	$1,650
2023-2024	$1,700

C. Health Insurance Eligibility. Regularly scheduled Full-time Teaching assistants only.

The same negotiated self-insured health insurance plans for FT Teacher Assistants as offered to the teachers, but with a prescription drug card of $5/$25/$50 for Tier I, II, III drugs, respectively.

District Contribution: For each full-time Teacher Assistant enrolled in one of the HMO health insurance plans described above, the District will contribute $3,500 toward the annual premium cost.

The District agrees that it will not unilaterally change the insurance products offered to the employees. The District and the Association recognize that there may be changes to the insurance policies in effect as a result of the modifications by an insurance

company. The District shall not, however, be responsible for changes in the health insurance products offered by any insurance company, included but not limited to any changes in co- pays, deductibles, and specific coverage.

Health Insurance Contributions: Required employee contributions for health insurance coverage shall be deducted from salaries of the affected Teacher Assistants.

Pay Schedule: Teacher Assistants shall receive their annual salary in either twenty-two (22) or twenty-six (26) checks. A Teacher Assistant must notify the District prior to August 15 if he/she is choosing the twenty- six (26) pay option. The first pay-date will be scheduled no later than the second Friday of the School year.

Part-Time Teacher Assistant: Salaries and Leave Days for Teacher Assistants in regularly scheduled positions, but with less than a full load shall be pro-rated. Part-time Teacher Assistants shall not be eligible for the health insurance benefits as outlined in the terms and conditions of Teacher Assistants.

Professional Development: The Teacher Assistant may voluntarily take twenty (20) hours of coursework on an annual basis. The twenty (20) hour requirement may be completed through one of the following: (a) designated coursework from the Staff Development Center; (b) a course directly related to the subject taught and approved by the principal; or (c) these hours may be waived by the principal. All staff development coursework will be discussed with the building principal as part of the evaluation process. The Administrator may suggest additional coursework that would benefit the professional growth of the Teacher Assistant.

LEAVES OF ABSENCE

A. Cumulative Short Term Leaves of Absence for Personal Illness or Physical Disability (<u>regularly scheduled full-time Teacher Assistants only</u>):

All regularly schedule full-time Teacher Assistants shall be allowed at least ten (I 0) work days leave with pay annually in the event of personal illness or personal physical disability.

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

Accumulation. Unused days of leave for personal illness or physical disability shall accumulate from year to year to a maximum of 90 days.

Notice of Accumulation. Notification shall be sent at least once per year regarding the number of days of leave credit accumulated under this regulation.

Professional Opinions. The Superintendent of Schools shall have the right to obtain professional opinion as to the physical or mental condition of the Teacher Assistant as

he/she deems necessary for the protection of pupils and the welfare of the Teacher Assistant.

B. Annual Non-Cumulative Short Term Leaves of Absence (regularly scheduled full time only):

Personal Reasons. Short term leave of absence with pay shall be allowed regularly scheduled full-time Teacher Assistants for the personal reasons and under the restrictions listed below and shall not be charged against a Teacher Assistant's annual personal illness leave allowance. The Teacher Assistant will receive a copy of the completed leave application form.

Birth. Two (2) days leave with pay to attend to the birth of their child.

Adoption. Up to five (5) days to attend to the adoption of their child.

Family Illness. A maximum of five (5) days leave with pay annually for illness in the immediate family.

Funeral - Immediate Family. Allowed a maximum of four (4) days leave with pay to arrange for and attend a funeral of a spouse, child, ancestor, father-in-law, mother-in-law, brother, sister, person residing with the full-time Teacher Assistant.

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

Future Employment: The District further agrees that Teacher Assistants with no less than one full year of successful Teacher Assistant experience with the District and who are interested in applying for subsequent appointment consideration as a probationary teacher shall annually file a written letter of request (accompanied by a completed teacher application) with the Assistant Superintendent of Human Resources, prior to July 30th. Such letter shall state the position, grade level, or subject area to which the Teacher Assistant desires to be considered. All Teacher Assistants applying through this process will be provided an interview with the Assistant Superintendent of Human Resources, who will maintain records of such consideration requests and will acknowledge receipt on an individual basis. All such requests on file will be closed out annually.

APPENDIX B

Kenmore-Town of Tonawanda Union Free School District Kenmore Teachers

Salary Schedule 01

2019-2020 SALARY SCHEDULES BASE

Step	BS	BS+15	BS+60	MS	Career
1	$35,085	$36,219	$38,481	$41,287	$43,287
2	$36,219	$37,349	$42,807	$42,401	$44,401
3	$37,915	$40,178	$46,624	$44,688	$46,688
4	$37,915	$41,877	$48,804	$47,042	$49,042
5	$37,915	$43,573	$51,030	$49,352	$51,352
6	$37,915	$43,573	$53,431	$51,664	$53,664
7	$37,915	$43,573	$55,744	$53,978	$55,978
8	$37,915	$43,573	$59,158	$56,839	$58,839
9	$37,915	$43,573	$61,487	$59,730	$61,730
10	$37,915	$43,573	$63,848	$62,094	$64,094
11	$37,953	$62,241	$66,277	$64,519	$66,519
12	$60,474	$62,242	$68,635	$66,881	$68,881
13	$64,523	$66,527	$73,232	$70,790	$72,790
14	$68,511	$71,159	$77,733	$75,044	$77,044
15	$69,762	$72,215	$78,298	$78,096	$80,096
16	$73,917	$76,843	$84,342	$81,069	$83,069
17	$73,917	$76,843	$84,342	$83,815	$85,815
18	$76,856	$79,854	$87,223	$86,396	$88,396
18B	$77,038	$80,040	$87,223	$87,648	$89,648
19	$77,219	$80,226	$87,223	$88,898	$90,898
20	$83,866	$85,282	$93,838	$92,363	$94,363
21	$85,786	$87,221	$96,525	$94,302	$96,302

APPENDIX B

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

2020-2021 SALARY SCHEDULES

Step	BS	BS+15	BS+60	MS	Career
1	$35,436	$36,581	$38,866	$41,700	$43,700
2	$36,581	$37,722	$43,235	$42,825	$44,825
3	$38,295	$40,580	$47,090	$45,135	$47,135
4	$38,295	$42,295	$49,292	$47,512	$49,512
5	$38,295	$44,009	$51,541	$49,845	$51,845
6	$38,295	$44,009	$53,965	$52,180	$54,180
7	$38,295	$44,009	$56,301	$54,518	$56,518
8	$38,295	$44,009	$59,749	$57,407	$59,407
9	$38,295	$44,009	$62,102	$60,328	$62,328
10	$38,295	$44,009	$64,487	$62,715	$64,715
11	$38,332	$62,864	$66,940	$65,164	$67,164
12	$61,078	$62,865	$69,321	$67,550	$69,550
13	$65,168	$67,192	$73,964	$71,498	$73,498
14	$69,196	$71,870	$78,510	$75,794	$77,794
15	$70,459	$72,937	$79,081	$78,877	$80,877
16	$74,656	$77,611	$85,185	$81,879	$83,879
17	$74,656	$77,611	$85,185	$84,653	$86,653
18	$77,625	$80,652	$88,095	$87,260	$89,260
18B	$77,808	$80,841	$88,095	$88,524	$90,524
19	$77,991	$81,029	$88,095	$89,787	$91,787
20	$84,705	$86,135	$94,776	$93,287	$95,287
21	$86,644	$88,093	$97,490	$95,245	$97,245

APPENDIX B

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

2021-2022 SALARY SCHEDULES

Step	BS	BS+15	BS+60	MS	Career
1	$35,791	$36,947	$39,254	$42,117	$44,117
2	$36,947	$38,100	$43,667	$43,253	$45,253
3	$38,677	$40,985	$47,561	$45,587	$47,587
4	$38,677	$42,718	$49,785	$47,987	$49,987
5	$38,677	$44,449	$52,056	$50,344	$52,344
6	$38,677	$44,449	$54,505	$52,702	$54,702
7	$38,677	$44,449	$56,864	$55,063	$57,063
8	$38,677	$44,449	$60,347	$57,981	$59,981
9	$38,677	$44,449	$62,723	$60,931	$62,931
10	$38,677	$44,449	$65,132	$63,342	$65,342
11	$38,716	$63,492	$67,609	$65,816	$67,816
12	$61,689	$63,493	$70,014	$68,226	$70,226
13	$65,820	$67,864	$74,704	$72,213	$74,213
14	$69,888	$72,589	$79,295	$76,552	$78,552
15	$71,164	$73,667	$79,872	$79,666	$81,666
16	$75,403	$78,387	$86,037	$82,698	$84,698
17	$75,403	$78,387	$86,037	$85,500	$87,500
18	$78,401	$81,459	$88,976	$88,133	$90,133
18B	$78,586	$81,649	$88,976	$89,410	$91,410
19	$78,771	$81,839	$88,976	$90,685	$92,685
20	$85,552	$86,997	$95,724	$94,220	$96,220
21	$87,511	$88,974	$98,465	$96,197	$98,197

APPENDIX B

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

2022-2023 SALARY SCHEDULES

Step	BS	BS+15	BS+60	MS	Career
1	$36,327	$37,501	$39,843	$42,748	$44,748
2	$37,501	$38,671	$44,322	$43,902	$45,902
3	$39,258	$41,600	$48,274	$46,270	$48,270
4	$39,258	$43,359	$50,532	$48,707	$50,707
5	$39,258	$45,116	$52,837	$51,099	$53,099
6	$39,258	$45,116	$55,323	$53,492	$55,492
7	$39,258	$45,116	$57,717	$55,889	$57,889
8	$39,258	$45,116	$61,252	$58,851	$60,851
9	$39,258	$45,116	$63,664	$61,845	$63,845
10	$39,258	$45,116	$66,108	$64,292	$66,292
11	$39,296	$64,445	$68,624	$66,803	$68,803
12	$62,615	$64,446	$71,064	$69,249	$71,249
13	$66,807	$68,882	$75,825	$73,296	$75,296
14	$70,937	$73,678	$80,484	$77,701	$79,701
15	$72,231	$74,772	$81,070	$80,861	$82,861
16	$76,534	$79,563	$87,328	$83,939	$85,939
17	$76,534	$79,563	$87,328	$86,782	$88,782
18	$79,577	$82,681	$90,310	$89,455	$91,455
18B	$79,765	$82,874	$90,310	$90,751	$92,751
19	$79,952	$83,066	$90,310	$92,045	$94,045
20	$86,835	$88,302	$97,160	$95,633	$97,633
21	$88,823	$90,308	$99,942	$97,640	$99,640

APPENDIX B

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

2023-2024 SALARY SCHEDULES

Step	BS	BS+15	BS+60	MS	Career
1	$37,054	$38,251	$40,640	$43,603	$45,603
2	$38,251	$39,444	$45,209	$44,780	$46,780
3	$40,043	$42,432	$49,240	$47,196	$49,196
4	$40,043	$44,226	$51,543	$49,681	$51,681
5	$40,043	$46,018	$53,894	$52,121	$54,121
6	$40,043	$46,018	$56,429	$54,562	$56,562
7	$40,043	$46,018	$58,872	$57,007	$59,007
8	$40,043	$46,018	$62,477	$60,028	$62,028
9	$40,043	$46,018	$64,937	$63,082	$65,082
10	$40,043	$46,018	$67,431	$65,578	$67,578
11	$40,082	$65,734	$69,996	$68,139	$70,139
12	$63,867	$65,735	$72,486	$70,634	$72,634
13	$68,143	$70,259	$77,341	$74,762	$76,762
14	$72,355	$75,151	$82,094	$79,255	$81,255
15	$73,676	$76,267	$82,692	$82,478	$84,478
16	$78,064	$81,154	$89,074	$85,617	$87,617
17	$78,064	$81,154	$89,074	$88,518	$90,518
18	$81,168	$84,334	$92,117	$91,244	$93,244
18B	$81,360	$84,532	$92,117	$92,566	$94,566
19	$81,551	$84,728	$92,117	$93,886	$95,886
20	$88,572	$90,068	$99,103	$97,546	$99,546
21	$90,600	$92,114	$101,941	$99,593	$101,593

Kenmore-Town of Tonawanda Union Free School District Kenmore Teacher

Salary Schedule 02 – 2019-2024

Coaches

Group 1	**1**	**2**	**3**	**4**	**5**
Basketball (B/G), Football, Swimming, Wrestling, Track (B/G), Ice Hockey (B/G) Indoor Track	4,857	5,114	5,467	5,774	6,414
Assistant Coach	3,378	3,675	4,023	4,330	4,890
Group 2	**1**	**2**	**3**	**4**	**5**
Baseball/Softball, Gymnastics (B/G)Soccer, (B/G)Volleyball, (B/G) Swimming (G) Tennis (B/G) Cross Country, Field Hockey, Lacrosse	3,630	3,906	4,216	4,489	5,046
Assistant Coach	2,577	2,846	3,148	3,421	3,971
Group 3	**1**	**2**	**3**	**4**	**5**
Bowling, Golf, Rifle Cheerleading (Fall/Winter)	1,957	2,029	2,260	2,444	2,839
Assistant Coach	1,413	1,612	1,791	1,972	2,329
Group 4	**1**	**2**	**3**	**4**	**5**
Modified Coach	1,809	1,992	2,351	2,586	2,845
Group 5	**1**	**2**	**3**	**4**	**5**
Faculty Manager (two positions)	7,045	7,335	7,694	7,984	8,737

** The District and KTA will work to improve the Master Coaching Strand in order to increase better offerings and opportunities as soon as feasible.

APPENDIX B

Kenmore-Town of Tonawanda Union Free School District Kenmore Teacher - Salary Schedule 03
Extra Compensation

Group	Activity	
A.		2019-2024
Clubs, intramurals*		
	*Teachers appointed to these positions will receive an appointment notice indicating the hourly rate, the maximum number of hours, and the corresponding dollar amount set aside for the activity. Notice of vacancies will contain the anticipated number of hours at the scheduled rate.	$20.68

Beginning with the 2011-12 school year, Teachers appointed to these positions will receive an annual appointment notice indicating the annual stipend for the position. Notice of vacancies will contact the annual stipend.

	2019-2024
Level 1	$1,032
Level 2	$828
Level3	$620
Level 4	$414
Extensive Club Activity - with the approval of the Assistant Superintendent for Human Resources	$2,020

Determination of club levels will be determined by the Assistant Superintendent for Human Resources or his/her designee. Level placement is determined by a number of factors including time commitment, length of season, and number of participants. Like activities (example - Mock Trial) will be placed in the same level across the District. Initial level placements will be determined by historical data,

Notice of vacancies will be posted in the Spring of each year for the following year. New clubs and/or intramurals may be proposed to building principals and are subject to the approval of the Assistant Superintendent for Human Resources or his/her designee and the availability of building level funds.

	2019-2024
Supervision	$17.86
Workshop	$26.32
Home Instruction	$28.28
Census Enumerator Academic Intervention, Instructional Improvement	$25.18
Planning, District Retreat	$30.74
Full Time Continuing Education (7.4.2)	$35.42

2019- 2024

B.	
Elementary Musical Staff (distributed among 2 or more advisors)	$2,828
Adult Education Head Teacher	$9,373
Supervisor of Club Activities (position eliminated 9/1/2011)	
Supervisor, Student Activities	$3,125
High School Musical Staff (DISTRIBUTED AMONG 3 OR MORE STAFF MEMBERS)	$12,730
High School Dramatics Staff	$3,347
High School Dancers	$2,830
High School Yearbook (6th period assignment is with yearbook staff)	$4,062
Middle School Musical Staff (DISTRIBUTED AMONG 4 OR MORE STAFF MEMBERS)	$6,135
Middle School Treasurer	$1,918
Building Web Master- Elementary Assignment	$1,261
Building Web Master- Middle School Assignment	$1,527
Building Web Master- High School Assignment	$1,850
Building Technology Liaison - Elementary Assignment	$1,261
Building Technology Liaison - Middle School Assignment	$1,527
Building Technology Liaison - High School Assignment	$1,850
High School Student Council	$3,192
High School Class Advisors Grades 9 & 10 - per person, 2 per grade level	$776
Grades 11 & 12- per person, 2 per grade level	$1,164
High School Bookroom Coordinator	$3,000
PBIS Tier 1 Coaches – Include all schools, including BIG PICTURE	$2,000

C.	Step 1	Step 2	Step 3	Step 4
Summer School Teacher	$4,413	$4,465	$4,518	$4,623
Day Camp Daily Rate	$152.23			
Day Camp Coordinator Summer Stipend	$1,250			