

AGREEMENT

BETWEEN THE

OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT

AND THE

OAKFIELD-ALABAMA TEACHERS ASSOCIATION

OAKFIELD, NY

July 1, 2023-June 30, 2026

TABLE OF CONTENTS

Contents	
ARTICLE I – RECOGNITION	5
ARTICLE II – ACADEMIC FREEDOM	5
ARTICLE III – ASSOCIATION RIGHTS AND RULES	5
A. Non-discrimination:	5
B. Use of the District Facilities:	5
C. Board Information:	6
D. Agreement Distribution:	6
E. Association Business Time:	6
F. Presidential Courtesy:	6
G. Representation at Meetings:	6
ARTICLE IV – SALARY NOTICES, ASSIGNMENTS AND TRANSFER	6
A. Salary Notice:	6
B. Teacher Assignment:	7
C. Requests for Transfer:	7
D. Transfer Upon Elimination of Position:	7
ARTICLE V – FACULTY FACILITIES	7
ARTICLE VI – RESPONSIBILITIES OF PERSONNEL	8
A. Rules, Regulations and Responsibilities:	8
ARTICLE VII – PROTECTION OF UNIT MEMBERS	8
A. Threats/Assaults/Battery	8
B. Incidents with Other Personnel:	8
ARTICLE VIII – TEACHING CONDITIONS	8
A. Class Size:	8
B. Work Year:	8
C. Work Hours:	9
D. Duty Free Lunch Periods:	9
E. Preparation Times:	10
F. Extended Teacher Day	10
G. Class List:	10
H. Elementary Final Week:	10
I. Substitutes:	11

J. Summer School	11
K. Non-Resident Students:	11
ARTICLE IX – PRIMACY OF INSTRUCTIONAL PROGRAM	12
ARTICLE X – PERSONNEL/MENTOR	12
A. Presenting Recommendations to the Board:	12
B. Personnel File:	12
C. Mentor Teachers:	12
ARTICLE XI – ETHICAL CONDUCT	13
ARTICLE XII – TERMINATION	13
A. Resignation:	13
B. Dismissal of Non-Tenure Teachers:	13
ARTICLE XIII – LEAVES OF ABSENCE	13
A. Leave Days:	13
B. Bereavement Leave:	14
C. Representative Leave:	14
D. Conference Leave:	14
E. Jury Duty:	15
F. Professional Leave:	15
G. Other Leave:	15
H. Visitation Day:	15
I. Leave of Absence:	15
J. Sick Leave Bank:	16
K. Family and Medical Leave Act:	16
ARTICLE XIV – PARENTAL LEAVE	16
ARTICLE XV – SABBATICAL LEAVE	17
ARTICLE XVI – POLICY DEVELOPMENT COMMITTEE	17
ARTICLE XVII – GRIEVANCE PROCEDURE	18
ARTICLE XVIII – SALARY AND RELATED BENEFITS	20
A. Salary Schedule:	20
B. Health Insurance Plan:	21
C. Eye Coverage:	22
D. Dental Insurance Plan	22
E. Mileage Allowance:	22
F. Compensation:	22
G. 403b Accounts	22

ARTICLE XIX – IMPLEMENTATION OF SALARY SCHEDULE & RELATED BENEFITS	23
A. Step Advancement:	23
B. Military Service Credit:	23
C. Placement on the Salary Schedule:	23
D. Salary Payments:	23
ARTICLE XX – EXTRACURRICULAR COMPENSATION	23
A. Purpose:	23
B. Independence of Schedule:	23
C. Vacancies:	24
D. Termination:	24
E. Extracurricular Checks:	24
ARTICLE XXI – ACCUMULATED SICK LEAVE, HEALTH INSURANCE, & RETIREMENT BENEFITS	24
ARTICLE XXII – DUES DEDUCTION	25
ARTICLE XXIII – INDIVIDUAL RIGHTS	25
ARTICLE XXIV – NO STRIKE	25
ARTICLE XXV – COMPLETE AGREEMENT	25
ARTICLE XXVI – MATTERS NOT COVERED	26
ARTICLE XXVII – RIGHTS OF THE EMPLOYER	26
ARTICLE XXVIII – SAVINGS CLAUSE	26
ARTICLE XXIX – LEGISLATIVE ACTION	26
ARTICLE XXX – REOPENING PROCEDURES	26
ARTICLE XXXI – DURATION	26
Appendix A	28
Salary Schedule	28
Appendix B	29
Extracurricular Appointments	29
Athletic Appointments:	30
HOW TO IMPLEMENT AND APPLY THE EXTRACURRICULAR SCHEDULE: APPENDIX B	31

ARTICLE I – RECOGNITION

Pursuant to the New York State Public Employees Fair Employment Act, the District recognizes the Association as the exclusive collective negotiating representative of all regular full-time and part-time certificated personnel, including teachers, guidance counselors, librarians, teacher assistants, registered professional nurses, school psychologist(s), school social workers, speech teachers, speech language pathologists and behavior specialists, but excluding the Superintendent of Schools, administrative staff, substitutes employed for one-half (1/2) of a school year or less, and all other employees.

ARTICLE II – ACADEMIC FREEDOM

The District and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental needs to protect teachers from censorship or restraint which might interfere with their obligations to pursue true performance of their classroom functions.

The teachers are individuals and through their committees and departments, together with the administration, should be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the District.

The administration will be available to assist teachers who are in doubt regarding the appropriateness of discussing certain controversial issues. It shall further have the responsibility for approving or disapproving any non-school personnel invited to present a viewpoint to students.

ARTICLE III – ASSOCIATION RIGHTS AND RULES

A. Non-discrimination:

The Association and the District affirm their continued support of a nondiscriminatory policy regarding race, color, nationality, creed, sex, gender identity, marital status, age, membership in the Association, or participation in its activities.

B. Use of the District Facilities:

Upon request to the appropriate building principal, the Association may be allowed to use school facilities without cost for its professional activities in accordance with rules established by the Board and the Administration. The Association may be asked to fill out a building use form when necessary.

Space of at least 16 square feet on one bulletin board located in designated faculty rooms shall be reserved at an accessible place in each building for the exclusive use of the Association for the purpose of posting materials dealing with proper and legitimate Association business. Bulletin boards located in areas normally frequented by students are not to be used for such purposes.

The Association shall reimburse the District for the cost of supplies used in carrying on Association business and accepts financial liability for damage to school equipment attributable to their use.

C. Board Information:

Tentative agendas for each Board meeting can be accessed through the Board of Education page on the District website. The Association will be provided a copy of the Board's personnel policies, rules, and regulations, and will also receive a copy of any major changes or amendments as they occur.

D. Agreement Distribution:

Copies of this agreement will be distributed digitally/electronically. Paper copies will be prepared at the unit member's time and expense (when necessary).

E. Association Business Time:

Association business should normally be conducted outside the teacher's normally scheduled duty hours. The eight elected executive Association officers and the negotiations spokesperson, may, however, conduct such business as necessary during their unassigned time, provided it does not interfere with their assigned duties or with the duties of other unit members.

When such business requires the absence of such officers or spokesperson from their assigned buildings to travel to another building, they shall so notify the building principal or supervisor, or, in case of the administrator's absence, shall notify the secretary in that office.

F. Presidential Courtesy:

In preparing schedules, consideration shall be given to scheduling the unassigned time of the Association President to facilitate carrying on necessary Association business to the extent that such scheduling does not interfere with optimum student scheduling. The Association President will have 30 minutes of prep time in addition to their contractual allocation. If the Association President is under an Elementary schedule, the Association will notify the District by June 1st of that calendar year of the union election for Elementary scheduling purposes.

G. Representation at Meetings:

In cases where meetings concerning other than subject matter, curriculum, or instruction are called during school time by the New York State Education Department or the New York State Public Employment Relations Board and where the sponsor encourages release of unit members for attendance, such leave may be granted at the discretion of the Superintendent to those unit members recommended by the Association.

ARTICLE IV – SALARY NOTICES, ASSIGNMENTS AND TRANSFER

A. Salary Notice:

Salary agreements for all positions covered by this agreement shall be issued to all unit members as soon as practicable following the conclusion of the negotiated Agreement between the District and the Association. Each notice shall include the unit member's base salary, graduate credit compensation, and total salary amount.

B. Teacher Assignment:

A teacher desiring an assignment change is encouraged to voluntarily submit a statement of current qualifications and interest in such change or promotion. Such a statement should be submitted to building principals by March 1st.

Where possible, prior to determining assignment changes, teachers involved will be notified and their views concerning them taken into consideration.

In the event that a change in assignment is being considered, the teacher involved will be notified of the subject matter/grade level assignment as soon as the change is considered, if possible by June 30th.

C. Requests for Transfer:

If a member of the faculty submits a "letter of interest" for a vacant position, they shall be given full consideration with due consideration being given to the teacher's length of service in the District. Notice of all vacant or new positions shall be transmitted by electronic mail to all Association members.

Teachers shall not jeopardize their present standing in the District by applying for a transfer to a vacant position.

Department or grade chairpersons may be asked to advise the administration of their appraisal of candidates for existing vacancies.

D. Transfer Upon Elimination of Position:

In the event that a teacher's position is eliminated, the District will make a good faith effort to place the teacher in an available position, provided the teacher is qualified for the position.

Where position cuts are involved, the teacher will be considered before outside applicants. Should a teacher be denied transfer to an available position under this section, because there were no available positions, then they shall be notified and be given consideration subject to provisions of this Section D, if a vacancy occurs within one year.

A teacher must indicate interest within ten days after receipt of notice. Nothing contained herein shall be construed to limit the rights of a teacher granted by statute.

ARTICLE V – FACULTY FACILITIES

Unit members in each building will have a work area in which to prepare for daily lessons. The work area will have a computer, printer, laminating machine, worktable, office supplies, and access to duplicating equipment at least equal to that used in other parts of the building. Such work areas should be adequately heated, lighted, and ventilated.

Where possible, a faculty room shall be provided separate from the work area. This room shall be well lighted, heated, ventilated, and contain adequate seating.

Unit members in each building shall have access to a telephone with privacy at any time of the school day.

ARTICLE VI – RESPONSIBILITIES OF PERSONNEL

A. Rules, Regulations and Responsibilities:

The duties and responsibilities of school positions shall be clearly defined and made known to each member of the professional staff. All rules and regulations applying to faculty are to be written in the Teacher's Handbook. Each teacher shall also be provided an electronic copy of the student handbook, which shall contain the school rules applying to students. Each building principal shall inform their faculty of new rules and policy changes affecting them as they are adopted and maintain a file of the same which shall be available to them.

A unit member without homeroom responsibilities may be assigned other teaching duties or routine supervision. A written explanation of these duties will be provided to each assigned unit member.

ARTICLE VII – PROTECTION OF UNIT MEMBERS

A. Threats/Assaults/Battery

All cases of threats and/or assaults and/or battery by a student to, or against, a unit member must be reported in writing to the Superintendent.

The unit member will also be responsible for reporting in writing to the respective building principal or the Superintendent: i) any case of threat, an assault, and/or a battery witnessed in school buildings, on school property during the regular school day, or at school sponsored activities; and ii) any harassment, bullying, or other hostile behavior by a parent or member of the community against a member, including online social media posts of this nature. The building principal shall acknowledge the receipt of such reports.

B. Incidents with Other Personnel:

In the event of assault and/or battery by another faculty member and/or other building personnel, the Superintendent must be notified in writing and will acknowledge the receipt of such a report. The Superintendent will then take such action as deemed necessary.

ARTICLE VIII – TEACHING CONDITIONS

A. Class Size:

The parties recognize that pupil-teacher ratio is one important aspect of an effective education program. The District agrees to direct its efforts toward maintaining class sizes at reasonable levels.

Pupils shall not be assigned to any classroom in larger number than the capacity of the classroom and the teaching facilities rendered acceptable in compliance with existing law.

B. Work Year:

The work year shall consist of not more than one hundred eighty-seven (187) working days. Unit members shall not be required to report earlier than one week prior to the first day school is in session for students, with the exception of new personnel who may be required to attend additional orientation sessions. The 186th day will be meeting free and for the purpose of

teacher preparation only. The 187th day will be planned with Association input and will take place on the Wednesday prior to Labor Day. These days must be scheduled prior to the first day of student attendance. With the exception of counseling and nurse personnel, attendance will not normally be required after the last day of the official school calendar, provided all required duties have been completed. Provided that the District gives at least 30 calendar days advance notice, teachers are also required to attend open houses and parent teacher conferences pertaining to their own students.

Counseling, nurse personnel, school social workers, behavior specialists and school psychologists will receive a per diem rate (1/200th) for a maximum of 20 days worked beyond their 10 month commitment. All days worked must be pre-approved by the respective building principal. All other unit members who are required to attend functions, including curriculum planning, that occur outside of their 10 month commitment will be compensated at a rate of \$25.00 per hour.

Employees whose FTE is less than 1.0 (eg. .5 FTE or .7 FTE) will have a set, predetermined work schedule. However, upon the employee's request, the building principal or immediate supervisor may allow departures from the set schedule, provided that the total number of hours scheduled for a 2-week pay period is still worked within said pay period.

The District reserves the right to reschedule the school calendar for cause but shall not increase the number of working days as set forth in paragraph 1 of this article.

C. Work Hours:

The scheduled duty hours for unit members shall not exceed seven hours and thirty minutes, except that these hours may be exceeded occasionally for administrative purposes such as faculty meetings and unforeseen emergencies. Parent-Teacher conferences at the elementary and middle school levels may extend the regular school day on one scheduled conference day in the fall and on two scheduled conference days in the spring. The fall conference day may not exceed 9 hours and 30 minutes, consecutively. The spring conference days may not exceed 8 hours and 30 minutes, consecutively. None of the three conference days may be held on a day preceding a holiday.

The schedule for the School Social Worker may deviate from the current school day hours in order to accommodate district families. This deviation shall only occur for special circumstances and not more than twice per month. The Social Worker shall maintain a 7 hour and 30 minute day even when not following the regular school day hours.

No Member will work more than four consecutive periods or more than 190 consecutive minutes without at least a 25-minute break without students.

Preparation time must be renegotiated if office hours are eliminated.

Normally, teaching personnel may leave immediately following bus departure on the last school day of a week or the day preceding a holiday.

D. Duty Free Lunch Periods:

Each full-time member, excluding nurse personnel, shall be assigned a daily uninterrupted thirty (30) minute lunch period, during which time that faculty member has no duty requirements.

E. Preparation Times:

Elementary teachers and assistants shall have two hundred fifty (250) minutes of duty free time to be used for preparation on a weekly basis, to be equalized as near as possible on a daily basis. In addition, twenty (20) minutes will be provided at the start of the day prior to students arriving.

In addition, elementary teachers will have four (4) ½ day curriculum and instruction work sessions. These sessions must be approved by the elementary principal.

Special Education teachers will be provided 2.5 hours of IEP writing time per student on their caseload. The teacher will request the specific dates that this time will be utilized and the location on campus where the work will be completed. Requests will be made at least 3 weeks in advance. Date, time and place shall be subject to Building Principal approval.

Middle/High teachers will have seven (7) periods of responsibility as per the chart below. This is based on a ten (10) period day. Middle/High School teachers and staff will report to work at 7:20 am each day. Teachers and staff will provide and assist with supervision of students from 7:25 am, when students typically disembark from their buses, until 1st period begins at 7:35am.

Instructional Assignments	Office Hours	Duty Assignments
5	1	1
5 ½	1	½
6	1	None

The 6th instructional assignment must be AIS or an elective. Every effort will be made to assign a study hall as a duty for teachers with four (4) or more preparations. Middle/High teaching assistants will have one (1) preparation period per day.

F. Extended Teacher Day

Participation in activities voluntarily sponsored or assumed by teachers, nurses, or advising student groups seeking extra work or progress in the teacher's subject area shall not be compensated, except as otherwise specified in this Agreement. The teachers and nurses recognize that their responsibility to students and to their profession may require the performance of duties that involve the expenditure of time beyond that of the scheduled school day.

G. Class List:

Whenever possible, one day prior to the first day of classes, all teachers will be able to access a list of those students expected to be assigned to their classes.

H. Elementary Final Week:

The Elementary School must have a minimum of 176 student attendance days, not including Superintendent Conference Days. During the final 5 days of the school year, Elementary teachers will have a full day regular schedule on the first two days of that 5 day period. Should the threshold of 176 days be met, and all state requirements for student attendance and instruction time are satisfied, the remainder of the final 5 days will have no student attendance. Should the threshold of 176 days not be met, the remaining days will be half days, until the threshold is met.

I. Substitutes:

The District will make every effort to avoid using bargaining unit teachers as substitutes when it knows in advance that a teacher will be absent. Unit members will only be requested to be substitutes in emergency situations when no other substitute is available for the period. Unit members will only be allowed to substitute during their planning period and may not be used to cover another teachers' assignment within the same classroom.

Unit members interested in serving as a substitute teacher must submit their periods of availability to their building secretary by the 2nd Friday of the school year. Members appointed after the 2nd Friday of the school year will have 10 school days from their date of hire to notify their building secretary if interested.

The District and the Association agree that when requesting that a teacher serves as a substitute, filling the vacancy is the primary objective. However, the District and the Association also agree that no teacher should arbitrarily receive less preferential consideration than any other teacher when administration endeavors to fill vacancies. Any teacher who believes they are receiving inequitable consideration for substitute teaching opportunities is encouraged to bring the concern to a union representative's attention and to the attention of the appropriate principal.

Unit members will be compensated at a rate of \$20 per 40 minute coverage period. Compensation for coverage of a period is only applicable when a principal or assistant principal assigns the unit member to a coverage period.

J. Summer School

Unit members, currently employed by the District, will be given the first opportunity to teach any summer school course in their discipline operated by the district. Unit member registered nurses will be given the first opportunity to work summer school. The position will be open to any certified teacher if it cannot be filled by a current member of the faculty.

Summer school teachers and nurses will receive \$25.00 per hour. Teachers will receive 30 minutes of preparation per 90 minutes of instruction.

K. Non-Resident Students:

Current bargaining unit members who reside outside the district may elect to enroll their school aged children in the Oakfield-Alabama District on a no-tuition basis. Except in extraordinary circumstances, such enrollment will occur at the beginning of a given school year.

Transportation to and from school will be the sole responsibility of the bargaining unit member.

ARTICLE IX – PRIMACY OF INSTRUCTIONAL PROGRAM

The parties agree that optimum school facilities for both students and teachers are desirable to ensure a high quality educational program. The primary responsibility of the teacher is to teach; the District and administration shall direct their efforts toward ensuring that maximum utilization of the teacher's training, ability, and time are utilized to this end. Insofar as possible, unnecessary interruption or disturbance of classes shall be avoided.

It is the responsibility of the District to provide instructional supplies, materials, and equipment deemed adequate by the faculty members, committees, and administrators.

Teacher assistants may be employed to assist the professional teacher in the performance of responsibilities. Any teacher assistant hired shall work only under the direct supervision of a professional teacher when assisting in the performance of instructional duties. The term "direct" supervision shall not preclude the assistant from working with small groups of students in the instructional activities outside their classroom under the supervision of, or pursuant to instruction from a teacher.

ARTICLE X – PERSONNEL/MENTOR

A. Presenting Recommendations to the Board:

The administration shall make recommendations concerning the continuation of employment in all cases. These recommendations are to be based upon the administrator's formal and informal observations, knowledge of the teacher's performance as presented by the grade and department chairperson, and any other pertinent information which comes to their attention and which has a bearing on employment decisions.

B. Personnel File:

The District shall maintain for each unit member, a personnel file which shall be in the possession of the Superintendent. In that file shall be placed all written material bearing directly upon the unit member's employment in the District.

Upon request of a unit member at reasonable times, a unit member shall be allowed to view in the presence of the Superintendent any material in their personnel file, except confidential references, or placement materials from colleges or universities. The unit member shall be allowed to initial and copy the material viewed.

Nothing shall be removed from the unit member's personnel file unless mutually agreed by the Superintendent and the unit member. The Superintendent may destroy any and all materials in the personnel file of a unit member no longer employed by the District.

C. Mentor Teachers:

Each non-tenured teacher will be assigned a mentor teacher. Mentors should be in the same building as the non-tenured teacher. Mentor teachers must be tenured personnel with a minimum of 5 years teaching experience in the District. Teachers meeting these qualifications

and interested in becoming mentors should notify their building principal before the end of school in June. A committee consisting of both building principals, the OATA president and one veteran (minimum 5 years experience) teacher from each building will meet during the summer to select and assign mentors. Teachers will be notified as soon as possible but not less than two weeks prior to the start of school of their selection as mentors and the name of their mentee. Mentor teachers and new mentees must receive training as determined by the District. At a minimum, mentors will meet with their assigned teacher, on average, for 60 minutes per month. Digital records of meeting minutes will be kept with the mentor coordinators. No other written records of mentor-mentee shall be kept. A mentor may have a maximum of one mentee at any time. Mentor pay will be determined on the extra-curricular scale. Payment will be per mentee. If there are more non-tenured teachers than mentors available, mentors will be assigned to the least experienced teachers first.

ARTICLE XI – ETHICAL CONDUCT

The Association will do its utmost to encourage unit members to comply with all lawful regulations of the Board and the administration, including advocating that members do not defame the District or portray it negatively on social media. Said encouragement is not meant to limit a member's First Amendment or Taylor Law rights.

ARTICLE XII – TERMINATION

A. Resignation:

As required by New York State Education Law, Section 3019-a, unit members shall provide written notification to the Superintendent not less than 30 calendar days prior to the effective date of resignation. Further, each member of the professional staff is expected to complete the full period covered by the salary agreement. It shall be considered the ethical responsibility of each unit member to give notification to the Superintendent as soon as possible after they know that they will be terminating their service.

B. Dismissal of Non-Tenure Teachers:

Teachers whose employment is recommended for termination during their probationary term shall be informed by the District of all their rights under New York State Education Law.

ARTICLE XIII – LEAVES OF ABSENCE

Each school year, unit members shall be credited with leave allowance as provided below. Leave accrued in any category shall not be transferable to any other category. For any absence beyond the allowance specified, deductions shall be made at 1/200th of the unit member's annual salary for each deductible day.

A. Leave Days:

Unit members shall be credited with 16 leave days per year. Unit members employed during the school year shall have their leave prorated based on their months of service. A maximum of 14 unused leave days may be added to the unit member's leave bank at the conclusion of each school year. An absence of more than 3 consecutive days requires a doctor's note or prior approval from the building principal. Paid leave days shall not be used on days

immediately preceding or following a scheduled school recess or holiday for the purpose of extending said school recess or holiday. A unit member who takes leave immediately preceding or following a scheduled school recess or a holiday must provide the Superintendent of Schools or their designee with satisfactory proof that the leave was not taken for the purpose of extending the recess or holiday. Failure to provide such proof will result in the day(s) taken being unpaid. The Superintendent of Schools may waive all restrictions/requirements on the use of paid leave at their discretion. Said discretion will not be arbitrarily applied.

If leave days are needed for serious illness in the immediate family, a unit member may use up to 15 consecutive leave days for this purpose. Immediate family is defined as husband, wife, father, mother, brother, sister, children, grandparents, aunts, uncles, stepparents and all in-laws (father, mother, brother, sister). Unit members must request a leave of absence, of definite duration, from the Board if additional time is needed.

The Board may require a unit member to be examined by a physician designated by the Board to determine the ability of a unit member to work. If the physician determines the unit member is not capable of fully performing their role, the unit member must apply for a leave due to personal illness. If the physician determines the unit member is capable of fully performing their role, the unit member must return to work. If a unit member has been on leave due to personal illness for one (1) year and has exhausted all regular sick leave and sick leave bank benefits, the District may take proper action to terminate the unit member's services.

B. Bereavement Leave:

For death in the immediate family a maximum of five days per school year will be allowed under Emergency Family Leave. "Immediate family" is defined as husband, wife, partner, father, mother, brother, sister, children, grandparents, aunts, uncles, stepparents and all in-laws (father, mother, brother, sister). If due to special circumstances, a unit member finds that a case exists where a person not described here should be considered to qualify under this policy, it shall be subject to prior approval of the Superintendent. Should the need for additional bereavement leave arise, leave will be granted. However, these additional days shall be deducted from leave days and must have prior approval from the Superintendent.

C. Representative Leave:

A maximum of three days of representative leave per school year will be allowed to teachers elected or appointed to an executive office of a state or national education organization, the duly elected representative to the New York State United Teachers or the official Retirement Delegate. Should the association wish to send a representative to the Committee of 100, leave time will be given and the Association will cover the cost of a substitute. No conference expense shall be borne by the Board.

D. Conference Leave:

Purpose: Six thousand dollars (\$6,000.00) shall be budgeted by the District for each building each year for teacher initiated educational and conference leave requests for the sole purpose of acquiring knowledge, skills and strategies devoted to enhancing teachers' and teacher assistants' pedagogical competencies. The money shall be used for the purpose of paying the direct cost of attending educational conferences, workshops, seminars, and in-service courses held outside of the District. Direct costs may include, but are not limited to, transportation, housing, food, and fees.

As part of the 100 hour professional development requirement for maintaining professional certification, the District will provide various opportunities for collaborative learning experiences that will meet the required terms of professional development.

Requests: Each teacher may request attendance at one or more conferences in their discipline or grade level. Attendance will be limited to a maximum duration of three days. When special reasons exist, more than one teacher from a department may be authorized to attend a given conference. A signed, written request, on a form provided by the District, must be submitted by a teacher to the building principal. Copies of these requests will then be forwarded to the Superintendent for their approval. The Superintendent will respond to all requests no later than ten (10) school days prior to attendance at the conference.

Reports: Following the conference, workshop, seminar or in-service, the teacher must submit a written report on what they have learned to the building principal or must make a presentation to either their respective building faculty or department/grade level teachers. This presentation must be documented with the building principal. If the conference is approved, the teacher will be reimbursed for all agreed upon expenses following the completion of the conference and all other requirements.

E. Jury Duty:

Jury duty leave must be granted to any unit member who is required to perform jury duty. Such unit members shall be entitled to their regular pay but shall pay over to the District monies received as jury pay. During the period of such service, they shall be expected to report to school and perform duties there at any time that they are not required to be in attendance for such jury duty.

F. Professional Leave:

In the event that a tenured teacher is called upon to perform professional services for a recognized state or national organization, they may submit an application to the Superintendent requesting leave without pay for the duration of such assignment. The application will contain all details of the assignment including the name of the organization and/or committee, the duties to be performed, and the need for this particular teacher to perform them. If such leave is granted, it will be for a full school year or the balance of a school year, with reinstatement normally only at the beginning of a school year.

G. Other Leave:

When a teacher is required to appear in court on behalf of the District, additional leave with pay shall be granted.

H. Visitation Day:

Teachers, upon written request to the building principal and with the approval of the Superintendent may be granted one day per year to visit schools other than their own for the purpose of improving instruction. Requests for visits shall be submitted five days prior to the visit.

I. Leave of Absence:

A full-time tenured teacher may request, in writing, a leave of absence without pay. Such request shall be directed to the Board of Education and shall specify the reasons for and the dates

of the requested leave. Whether and under what conditions a leave is granted shall be in the sole discretion of the Board of Education.

J. Sick Leave Bank:

The sick leave bank shall be maintained as follows:

1. Each new teacher shall contribute one day to the bank at the end of the first month of employment.
2. When the number of days in the bank drops below 100, each teacher will contribute one day to the bank. Unit members that have submitted a letter of intent for retirement purposes will be exempt from this contribution.
3. The District shall contribute $\frac{1}{2}$ the number of days contributed by the teachers.
4. A teacher may draw sick leave days from the bank to a limit of 185 consecutive school days.

Qualifications for use of the sick leave bank include the following:

1. The teacher shall have used all accumulated leave days;
2. The teacher must be absent from work due to illness or injury for 20 or more days;
3. If the teacher qualifies for use of the bank but did not receive paid leave days during the 20 day period in subsection (2), days from the bank will be applied retroactively.
4. The District may require a doctor's evidence of the illness or injury necessitating use of the sick leave bank.

At the beginning of each school year, the District shall give the Association President a report as to the use of the sick bank in the previous school year and the number of days remaining in the sick bank.

K. Family and Medical Leave Act:

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

ARTICLE XIV – PARENTAL LEAVE

Upon request, a unit member is entitled to parental leave for the birth and care of his/her newborn child which shall consist of a leave of absence without pay for two (2) full semesters, excluding the semester in which the leave begins, unless mutually agreed upon by the unit member and the Superintendent. The Board of Education may, in its sole discretion, upon the written request of a unit member, grant an extension of said parental leave of absence. The purpose of such leave shall be for child rearing.

- A. At least four months prior to the intended commencement of such leave, the unit member shall submit to the building principal a written statement indicating the date on which the unit member wishes the leave to commence, and the date on which the unit member intends to return from said leave. The commencement and return dates shall be mutually arranged between the unit member and the building principal.

- B. A unit member may request to return to active duty prior to the expiration date of such leave of absence. The Superintendent may grant or deny the request at their discretion.
- C. Provided the unit member reports for duty at the end of the leave period, the unit member shall be entitled to the same or equal status held as of the commencement of said leave.
- D. The above provisions shall also apply for child care and rearing in the case of a unit member who adopts a child. The time constraints in Section B above will be waived. It is expected the unit member will keep the administration informed of progress in adoption.

ARTICLE XV – SABBATICAL LEAVE

Any teacher who has been in the employ of the District for seven successive years may apply for a sabbatical leave for approved study for one year at half pay or one-half year at full pay. The applicant must make a request for leave in writing stating the purpose and objectives of the requested sabbatical. Applications for leave to start with the second semester must be filed prior to the end of the preceding September; those for a leave to begin in September must be filed by February 1st.

Approval of sabbatical leave shall be contingent upon the following conditions:

1. No more than one teacher may be absent on such a leave at one time.
2. No more than one sabbatical leave will be granted to any one teacher in any seven year period.
3. A recommended qualified replacement must be available.
4. The applicant must be permanently or professionally certified in their teaching discipline.
5. The applicant must agree in writing to continue in the employ of the District for at least two years upon completion of the leave. (Should later circumstances make it impossible to comply with their agreement, they shall notify the Superintendent immediately, forfeit all sabbatical pay due, and refund immediately monies received as sabbatical pay.)

Final approval or disapproval of an applicant's request for sabbatical leave shall be made by the Board, and such decision shall not be subject to review. The Board shall act after receiving recommendations from a duly appointed committee of five representing the Board (one member), the Administration (two members), and the Faculty (two members). Application will be judged solely upon their merit and their relevance to the needs of the school system. Seniority, order of application, and /or position in the school district shall be secondary to the intrinsic merits of the application. If more than one application is received, those with no record of previous sabbatical leave shall be considered first.

ARTICLE XVI – POLICY DEVELOPMENT COMMITTEE

The Education Policy Committee of the Association may, at its request, meet with the Superintendent at least once every two months during the school year to review and discuss current practices, common goals and problems, long term plans and philosophy. In order to

ensure opportunity for all teachers to contribute to these discussions, all proposals to be discussed at such meetings, shall be distributed to each building representative at least one week in advance of such meetings. Such discussions may include all matters of professional concern which affect our educational program. The Superintendent may invite one or more Board members to any such meeting.

ARTICLE XVII – GRIEVANCE PROCEDURE

1. Policy:

- 1.1. Both parties recognize the importance of an orderly, clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this Agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, on an orderly basis, in an equitable manner and without coercion, restraint, or reprisal.

2. Definitions

- 2.1. A grievance is any claimed violation, misinterpretation, or inequitable application of any of the terms and conditions of this agreement.
- 2.2. An aggrieved party shall mean any person or group of persons in the unit filing a grievance.
- 2.3. The term days shall mean calendar days, excluding the days designated as Christmas and Easter vacation.
- 2.4. An informal presentation shall mean an oral statement by the unit member of the grievance.
- 2.5. A formal presentation shall be a written statement of the grievance signed by the unit member(s).
- 2.6. The building principal shall mean the elementary or secondary principal having jurisdiction over the aggrieved party.
- 2.7. The Superintendent shall mean the person making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the problem.

3. General Procedures and Principles

- 3.1. A party in interest may be represented at all meetings and hearings at all steps and stages in the grievance and arbitration procedure by a representative of their choosing.
- 3.2. Each written grievance shall include the name and position of the aggrieved party, the article and section of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.3. Nothing contained in this article shall be construed as limiting the right of a unit member having a grievance to discuss the matter informally with any appropriate member of the administration, or settling the grievance at any stage of these procedures.

- 3.4. Grievances dealing with issues of a general nature which affect a group or class of unit members may be initiated in writing by the Association at the level of the grievance procedure where supervision is common to all members of the group. All members of the group alleged to be aggrieved must be identified.
 - 3.5. Except for the informal decisions at Stage 1, Section 5.0 herein, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the unit member and the Association.
 - 3.6. The preparation and processing of grievances may be conducted during the school day provided that all persons involved are on unassigned time. Classroom and assigned duties shall not be interrupted.
 - 3.7. The forms for implementing this procedure will be developed by the District and the Association, and shall be made available to members of the bargaining unit.
 - 3.8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Time Limits
 - 4.1. Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within fifteen (15) days (twenty-one (21) during July and August) after the grievant knew or should have known of the act or condition on which the grievance is based.
 - 4.2. If the grievant fails to appeal an unsatisfactory disposition of the grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
 - 4.3. Failure at any step of a grievance procedure to communicate a decision to the grievant within the time limit specified shall permit the lodging of any appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
 - 4.4. The time limits provided herein may be extended by mutual agreement in writing
5. Grievance and Review
 - Stage 1: Informal
 - a) Within fifteen (15) days (twenty-one (21) during July and August) after the grievant knew or should have known of the act or condition on which the grievance is based, the grievant shall discuss the grievance with the Building Principal with the objective of resolving the matter informally.
 - Stage 2: Principal
 - a) If the grievance is not solved informally, it shall be reduced to writing by the grievant on the agreed form and presented to the Principal within seven (7) days after the Principal has given his/her answer in Stage 1 above.
 - b) Within seven (7) days thereafter, the Building Principal shall render a decision, in writing, and present it to the teacher, their representative if any, and the Association.
 - Stage 3: Superintendent

- a) If the grievant is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, the grievant shall, within fifteen (15) days after the conclusion of Stage 2, present the formal grievance to the Superintendent.
- b) Within seven (7) days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall meet with the grievant, the grievant's representative, and all other parties of interest.
- c) The Superintendent shall render a decision in writing to the grievant and their representative within fifteen (15) days after the conclusion of the meeting.

Stage 4: Arbitration

- a) If the grievance is not resolved at Stage 3 and the Association determines that the alleged grievance is meritorious and that appealing it is in the best interest of the school system, then no later than twenty (20) days after the Superintendent has rendered the decisions at Stage 3 above, the Association shall submit a written notice to the Superintendent of its intent to proceed to arbitration.
- b) Simultaneously with the delivery of the written notice to the Superintendent, a copy of that notice shall be mailed to the American Arbitration Association requesting that organization to submit a list of arbitrators. The parties shall choose the arbitrator by the "ranking" procedure used by the American Arbitration Association.
- c) The parties will follow the established rules and regulations of the AAA.
- d) The arbitrator shall have no power or authority to add to, subtract from or modify any provisions of this agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e) The decision of the arbitrator shall be final and binding upon all parties.
- f) The cost of any transcript shall be borne by the requesting party.
- g) No decision of any arbitrator shall create the basis for retroactive adjustment in any other case.
- h) No arbitrator shall decide more than one (1) grievance at the same hearing except by mutual agreement in writing between the Association and the Superintendent.

ARTICLE XVIII – SALARY AND RELATED BENEFITS

A. Salary Schedule:

Salaries for all personnel under this agreement shall be based on the attached schedule which is designated Appendix A for the duration of this agreement.

In addition to base salary:

- Teachers who began employment as a unit member on or before September 1, 2023 will receive:
 - \$600 for an earned Master's Degree
 - \$60 per credit for graduate level credits only if completed prior to September 1, 2023 – all credits must be submitted to the business office prior to September 1st

to be credited for that school year's salary. There is no limit to the number of graduate credits earned.

- \$60 per completion of 15 in-service hours completed prior to September 1, 2023 – all hours must be completed with no cost to the district (registration fees, travel fees, substitute cost, etc.).
- Teachers who began employment as a unit member after September 1, 2023 will not be eligible for the Master's Degree, graduate credit or in-service compensation referenced above. They shall instead be eligible for graduate tuition reimbursement (as a one-time lump sum payment; not including fees, textbooks or any other expense; at the SUNY tuition rate) for courses which are pre-approved by the Superintendent or his designee. The unit member seeking reimbursement must submit a claim form, document to the satisfaction of the District that they actually paid the tuition expense and the course grade received, and assure in writing that the tuition expense has not been paid or repaid by any other source (such as financial aid, grants, or scholarships). The reimbursement percentage shall depend on the grade received, as follows: Grade of A, 100%; B, 75%, grade of C, 50%; below C, 0%.
- In addition to base salary, teacher assistants and nurses will receive:
 - \$1,500 for an earned Bachelor's Degree
 - \$2,100 for an earned Master's Degree

Part-time personnel shall receive pro-rated salary and benefits based upon a 7 hour and 30 minute day.

- Longevity:
 - Each unit member who has completed ten (10) years of service in the Oakfield-Alabama Central School District, shall receive a one-time payment of \$1,000 at the end of their tenth year of service.
 - Each unit member who has completed fifteen (15) years of service in the Oakfield-Alabama Central School District, shall receive a one-time payment of \$1,000 at the end of their fifteenth year of service.
 - Each unit member who has completed twenty (20) years of service in the Oakfield-Alabama Central School District, shall receive a one-time payment of \$2,500 at the end of their twentieth year of service.

B. Health Insurance Plan:

The District shall provide the following healthcare plan options for its professional staff:

- A. Genesee Area Health Care Plan or an equivalent
 - 1. Unit members selecting choice (A) shall contribute 20% toward the annual premium of their designated plan.
- B. An alternative Health Care Plan

1. Unit members selecting choice (B) shall contribute 20% toward the annual premium of a family plan and 0% toward the annual premium of an individual plan.
2. Unit members selecting choice (B) will receive a contribution to a 105H plan equal to 50% of the difference in cost between the annual premium of choice (A) and the annual premium of choice (B).

No documentation from the healthcare plans provided for in the contract shall be used for disciplinary action against the teacher.

Unit members able to document insurance coverage from another outside source are eligible to receive a payment in lieu of the District healthcare coverage based on the following schedule. This payment option is not available to unit members who are covered under a District health insurance plan as either a primary insured or as the dependent of a primary insured.

- 39 or fewer members not taking insurance -- \$2,200.00
- 40 – 49 unit members not taking insurance -- \$2,500.00
- 50 or more unit members not taking insurance -- \$3,000.00

The in lieu of payment will be made in two installments to unit members that choose this declination of health benefits. The first in lieu of payment will be prorated for one half the school year and will be based upon the number of declinations as of November 10th. The second in lieu of payment will be prorated for one half of the school year and will be based upon the number of declinations as of June 1st.

If a unit member receiving an “in lieu of” payment loses coverage from another source due to a lapse, they will be eligible to rejoin the District plan during the open enrollment period. Should a “life altering” event cause the loss of insurance, they shall be able to rejoin the District plan at any time. The District would prorate any in lieu of payments.

Unit members on unpaid leave, who are not working at least 50% of school days available in a month, will be responsible for 100% of the cost of their health, dental and vision insurances for that month.

C. Eye Coverage:

The District will provide at its expense NYSUT’s vision coverage to all members of the Bargaining Unit. Retirees are not eligible for vision coverage.

D. Dental Insurance Plan

The District will provide, at its expense, the Aetna Dental Plan to all members of the bargaining unit. Bargaining unit members may opt to purchase the GAHP Dental Plan II or Smile Saver Plan by paying the difference in cost between it and the district-provided plan. This charge will be deducted from the teacher’s pay through the 125 flex plan. Retirees may purchase dental coverage through the District plan at their own expense.

The District will consider a change in the hospitalization and/or dental carrier at the request of the majority of all employees if the costs of the alternate plan do not exceed those of the present plan.

E. Mileage Allowance:

All teachers who are requested to drive their personal automobiles in service of the District shall be reimbursed for automobile operating expenses at the IRS rate.

F. Compensation:

All compensation and salary covered by this agreement will be paid by Direct Deposit.

G. 403b Accounts

The District will provide an IRC/403b plan for the teachers' salary deferrals.

The District shall assume the cost of such plan's third party administrator.

ARTICLE XIX – IMPLEMENTATION OF SALARY SCHEDULE & RELATED BENEFITS

A. Step Advancement:

Teachers whose probationary appointments begin during the first semester shall advance one step the following year. Teachers whose probationary appointments begin on or after the first day of the second semester shall remain on the same step of the applicable salary schedule the following year.

B. Military Service Credit:

For placement on the salary schedule, a maximum of one year of salary credit shall be granted for 10 or more consecutive months of full time military service.

C. Placement on the Salary Schedule:

A professional employee will be placed on the salary schedule on the step equal to the sum of years of local service plus credited prior service as approved at the time of employment. The Board of Education reserves the right to appoint teachers at salaries above their scheduled amounts.

D. Salary Payments:

All 10-month professional employees shall receive their annual contract salaries in bi-weekly payments. These employees may elect 21 or 26 pays. Those electing 26 pays will receive one paycheck for the 22nd – 26th pay periods to be prepared and distributed by the business office prior to July 1st. 21 or 26 pay election may only be made and changed once a year during the period of June 1st through June 30th of the preceding school year. If an employee does not file an election form during this period, their previous year's election will be used. A new employee failing to file an election form will receive 21 pays.

Properly authorized deductions from salary payments will be made by the District for any legal purpose agreed to by parties. This will include NYSUT VOTE/COPE deductions.

If a teacher leaves employment during the school year that teacher shall be entitled to 1/200th of that annual salary for each legal school day up to and including the day of termination.

ARTICLE XX – EXTRACURRICULAR COMPENSATION

A. Purpose:

Compensation shall be granted, per attached schedule in Appendix B for extracurricular activities which utilize time beyond that of the scheduled day.

B. Independence of Schedule:

The District and the Association believe that monetary considerations should be assigned in accordance with the needs of the District; therefore, this schedule is to be independent of the basic salary schedule.

Only those extracurricular activities listed in Appendix B shall be paid for. Appendix B is attached hereto and made a part of this agreement.

C. Vacancies:

All extracurricular vacancies shall be posted. If the Board of Education cannot find a qualified and acceptable person within the bargaining unit, then the Board shall have the authority to go outside the bargaining unit to fill the position. There is no tenure associated with extracurricular positions. All extracurricular positions will be appointed on an annual basis.

D. Termination:

Extracurricular positions are filled on an annual basis by the Board of Education upon the recommendation of the Superintendent.

E. Extracurricular Checks:

Extracurricular checks shall be issued separately prior to June 30th providing all obligations have been fulfilled. Athletic assignment checks will be issued at the conclusion of the respective season providing all obligations have been fulfilled.

ARTICLE XXI – ACCUMULATED SICK LEAVE, HEALTH INSURANCE, & RETIREMENT BENEFITS

An accumulated sick leave, health insurance, and retirement benefit shall be available to unit members with a minimum of 12 consecutive years of employment as an OATA member in the District according to the following:

- A. Such a unit member who retires from the District in the first year eligible from the NYSTRS or NYSLRS without penalty, or within one year thereafter, can exchange 100 accrued leave days for 100% single health care coverage for ten years, or until they become Medicare eligible, whichever is less. Retirees will have the option of paying the full difference between 100% of a Single Plan and a Family Plan if they desire family coverage.

Unit members retiring with more than 100 accrued leave days will receive \$100.00 per day, to be paid into a 105H plan, half to be paid in the first year of retirement and half to be paid in the second year of retirement with a maximum of 250 days being credited.

- B. Unit members retiring at a time not covered by paragraph A or who have fewer than 100 days or fewer than 12 years in the District, will receive \$75 per day for all accrued leave days, to be paid into a 105H plan, half to be paid in the first year of retirement and half to be paid in the second year of retirement with a maximum of 200 days being credited.
- C. In the event of a teacher's death before the coverage period, set forth in paragraph A, expires, the District shall continue to pay its share of the insurance for the spouse.

To be eligible for these retirement benefits the teacher must notify the District in writing that they will retire at least 180 calendar days prior to the date they plan to retire. Any unit member continuing insurance in retirement must be actively enrolled in a plan at the time of retirement. The open enrollment period, set by our insurance carrier, is June 1st – June 30th with an actual enrollment date of July 1st. Therefore, retirees not participating in the District insurance must enroll in the June PRIOR to the June of retirement to be actively enrolled.

All present retirees shall continue to receive their current benefits.

ARTICLE XXII – DUES DEDUCTION

The District agrees to deduct from the salaries of members of the Association dues for the Oakfield-Alabama Teachers Association in such amounts as said members individually and voluntarily authorize, and transmit the monies promptly to the Oakfield-Alabama Teachers Association. Teacher authorizations shall be in writing on the form approved by the District. Such authorizations become a part of the District's payroll records.

Total annual deductions shall be equally distributed over the scheduled pay periods of the year. The Association will provide the business office with a list and the original signed dues authorization cards of those members who have voluntarily authorized the Board to deduct dues.

A member may withdraw their authorization at any time by written notice received by the Superintendent at least two weeks prior to the effective pay period.

The Association agrees to hold the District harmless from any and all liabilities which may arise or be incurred as a result of the implementation of the dues deductions procedure set forth above.

ARTICLE XXIII – INDIVIDUAL RIGHTS

Both parties recognize that all employees covered by the Recognition Clause of this agreement have the right to join or not to join the Association. Such membership shall not be a prerequisite for employment, continuation of employment or entitlement to representation.

ARTICLE XXIV – NO STRIKE

The Association and its members, individually and collectively agree that they will not sanction or cause to take place or to take part in any strike, or stoppage of work or any form of action which results in a delay of work during the term of this Agreement.

ARTICLE XXV – COMPLETE AGREEMENT

This Agreement shall constitute the full and complete commitment between both parties and shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms.

Any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

ARTICLE XXVI – MATTERS NOT COVERED

With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, prior to January 10th, immediately preceding the termination date of this agreement unless mutually agreed upon by the parties. However, if the District desires to change any terms or conditions of employment which have an impact on the bargaining unit, it will notify the Association in writing, and the Association will have the right to negotiate with the District provided it files a request with the District within five school days after receipt of said notice.

ARTICLE XXVII – RIGHTS OF THE EMPLOYER

All rights, powers and authority which the District and the Board had prior to entering into this Agreement are retained by the District and the Board except as those rights are expressly and specifically limited by this Agreement, or by law. The failure to enumerate such retained rights shall not be construed as a waiver of any such rights, power or authority.

ARTICLE XXVIII – SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or application shall not be deemed valid and in force except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX – LEGISLATIVE ACTION

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXX – REOPENING PROCEDURES

Subject to the provisions of the Duration Clause, Article XXXI herein, upon a request of either party for a meeting to reopen negotiations, a mutually acceptable meeting date shall be set, such meeting to be held not more than fifteen (15) calendar days following such request, unless

the parties mutually agree otherwise. In any given school year, such requests will be made on or before January 10th.

ARTICLE XXXI – DURATION

The provisions of this Agreement shall become effective as of July 1, 2023 and continue in full force and effect through and including June 30, 2026 and from year to year thereafter, unless either party gives a written notice to the other party not later than January 10, 2026, or any succeeding year, of its desire to modify, amend, or terminate this Agreement. If either party notices this Agreement for modification, amendment, or termination, then the parties shall set a mutually agreed upon meeting date not later than January 25, 2026, for its first negotiating session, unless other agreed in writing.

This agreement is made and entered into on the 28 day of ~~NOVEMBER~~ 2023 by and between the District and the Association and signed by the Superintendent of Schools and the President of the Association.

OAKFIELD-ALABAMA SCHOOL DISTRICT


OAKFIELD-ALABAMA SCHOOL DISTRICT

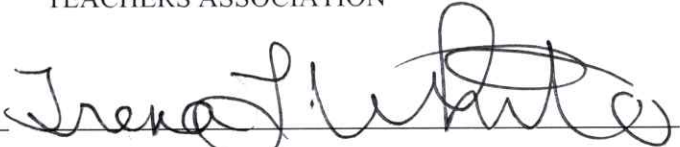

John C. Figus, Superintendent of Schools


Justin Staebel, President Board of Education

TEACHERS ASSOCIATION

TEACHERS ASSOCIATION


Adam Reeb, Co-President


Trena White, Co-President

Appendix A
Salary Schedule
2023-2026

Step	23-24	24-25	25-26	Teacher Assistant
1	\$ 42,000	\$ 43,000	\$ 44,000	55% of Step
2	\$ 42,800	\$ 43,800	\$ 44,800	
3	\$ 44,300	\$ 45,300	\$ 46,300	
4	\$ 45,000	\$ 46,000	\$ 47,000	
5	\$ 46,500	\$ 47,500	\$ 48,500	
6	\$ 48,200	\$ 49,200	\$ 50,200	
7	\$ 50,000	\$ 51,000	\$ 52,000	
8	\$ 51,400	\$ 52,400	\$ 53,400	
9	\$ 52,600	\$ 53,600	\$ 54,600	
10	\$ 54,000	\$ 55,000	\$ 56,000	
11	\$ 56,200	\$ 56,700	\$ 57,700	60% of Step
12	\$ 58,200	\$ 58,700	\$ 59,700	
13	\$ 61,400	\$ 62,400	\$ 63,400	
14	\$ 63,900	\$ 64,900	\$ 65,900	
15	\$ 65,500	\$ 66,500	\$ 67,500	
16	\$ 68,000	\$ 69,000	\$ 70,000	
17	\$ 71,000	\$ 72,000	\$ 73,000	
18	\$ 74,000	\$ 75,000	\$ 76,000	
19	\$ 77,000	\$ 78,000	\$ 79,000	65% of Step
20	\$ 81,000	\$ 82,000	\$ 83,000	
21	\$ 84,000	\$ 85,000	\$ 86,000	
22	\$ 88,000	\$ 89,000	\$ 90,000	

- Unit members who were employed in 2022-2023 will be on the same step in 2023-2024 as they were in 2022-2023. For example, a unit member who was on step 10 in 2022-2023 will be on step 10 in 2023-2024.
- For teachers, a yearly increase of 3.5% will be added to anyone beyond Step 22.
- For teaching assistants, a yearly increase of 3.5% will be added to anyone beyond Step 22

Appendix B
Extracurricular Schedule 2023-2026
Extracurricular Appointments

Activity	Starting Stipend	Activity	Starting Stipend
Advisor - Freshman(2)	\$ 550	Math Olympiad	\$770
Advisor - Sophomore(2)	\$ 750	Math Olympiad (Asst.)	\$650
Advisor - Junior (2)	\$ 925	Math Team- High School	\$770
Advisor - Senior (2)	\$ 1,500	Math Team - Middle School	\$770
6th - 8th Grade Liaison	\$ 2,500 ¹	Music Director Events	\$30/hr
Department Head/Grade Chair (16 total)	\$ 3,000 ²	Mentor Coordinator	\$ 3,100
Art Club - MHS	\$840	Mentor Teacher	\$ 1,540
Chaperone	\$27.50/hr	Mock Trial	\$ 1,125
Chemical Hygiene Officer	\$770	National Honor Society- High School	\$800
Choral Director (Musical)	\$ 1,500	National Honor Society - Middle School	\$800
Detention Proctor	\$20/hr	Lifeguard - Open Pool	\$35/hr
DMV	\$400	Page Turners – Elementary	\$900
Drama Club (3 Act Play)	\$ 2,475	Page Turners– Elementary Asst	\$600
Drama Club (Musical)	\$ 3,700	Page Turners – High School	\$900
Drama Club (Musical) Assistant	\$ 2,500	Page Turners – Middle School	\$900
Elementary Banking	\$350	Reach Out/Friends of Rachel	\$775
Elementary Chorus Director	\$ 1,850	Scholastic Bowl	\$775
Elementary Band Director	\$ 1,850	Shot Clock	\$27.50/hr
Elementary Run Club	\$ 1,080	Ski Club	\$875
FFA Advisor	\$ 4,000	Spanish Club	\$775
Fitness Center Supervisor	\$27.50/hr	Stage Crew	\$500
Fitness Center Coordinator	\$400	Student Council - Elementary	\$ 1,100
GSA Diversity Club	\$750	Student Council - Middle School	\$ 1,100
Instrumental Director (Musical)	\$ 1,500	Student Council- HS	\$ 1,800
Lego League	\$ 1,500	Varsity Club	\$ 1,800
Library Club	\$325	Washington DC Trip Advisor	\$ 1,500
Link Crew	\$ 3,100	Close Up Trip Advisor	\$ 800
Marching Band Director	\$500/event ³	Yearbook	\$ 2,500
		Youth to Youth	\$775

Athletic Appointments:

¹ Not subject to annual increase in stipend based on years in position

² Not subject to annual increase in stipend based on years in position

³ Limited to 3 event stipends paid per school year and not subject to annual increase in stipend based on years in position

Fall Sports	Starting Stipend		Spring Sports	Starting Stipend
Cheerleading, Football	\$3,600		Baseball, Varsity	\$3,600
Cross-Country	\$3,600		Baseball, JV	\$2,200
Cross Country Assistant	\$1,850		Baseball, Modified	\$1,850
Cross-Country, Modified	\$1,850		Softball, Varsity	\$3,600
Football, Varsity	\$3,900		Softball, JV	\$2,200
Football, Varsity Assistant	\$2,350		Softball, Modified	\$1,850
Football, JV	\$2,200		Tennis, Varsity	\$3,600
Football, JV Assistant	\$1,850		Tennis, Assistant	\$1,850
Football, Modified	\$1,850		Tennis, Modified	\$1,850
Football, Modified Assistant	\$1,850		Track, 1st Assistant	\$1,850
Soccer, Varsity	\$3,600		Track, 2nd Assistant	\$1,850
Soccer, JV	\$2,200		Track, Varsity	\$3,600
Soccer, Program Assistant (JV/V)	\$1,850		Track, Modified	\$1,850
Soccer, Modified	\$1,850			
Volleyball, JV	\$2,200		Athletic Director	\$4,800
Volleyball, Modified	\$1,850			
Winter Sports	Stipend Amount			
Basketball, Varsity (boys)	\$3,900			
Basketball, Varsity (girls)	\$3,900			
Basketball, JV (boys)	\$2,650			
Basketball, JV (girls)	\$2,650			
Basketball, Modified (boys) - 2 positions	\$1,850			
Basketball, Modified (girls) - 2 positions	\$1,850			
Cheerleading, Winter	\$3,600			
Swimming, Varsity	\$3,600			
Swimming, Varsity Assistant	\$1,850			
Swimming, Modified	\$1,850			
Indoor Winter Track, Varsity	\$3,600			
Indoor Winter Track, Varsity Assistant - 2 positions	\$1,850			
Indoor Winter Track - Modified	\$1,850			
Volleyball, Varsity	\$3,600		Other	Stipend Amount

HOW TO IMPLEMENT AND APPLY THE EXTRACURRICULAR SCHEDULE: APPENDIX B

1. **The Athletic Director:** This position is shown in Appendix B. The position is removed from Appendix B, however, effective June 30, 2026.
2. **Job Description and Evaluation:** At any time before, on, or after June 30, 2026, the District may develop a job description and evaluation instrument for the Athletic Director position, and for some or all of the other extracurricular positions. The job description and evaluation instrument for the other extracurricular positions may be generic, meaning, applicable to all or some of the positions, or the job description and evaluation instrument may be specific to a designated extracurricular position; for example, “Cross Country” or “8th Grade Liaison.” The Athletic Director will provide annual written evaluations of all coaches. The evaluation instrument for coaches will include a feature by which the administration may have input into the Athletic Director’s coaching evaluations.
3. **Elimination of the (Prior) Extracurricular Step Schedule -** As shown in Appendix B, the Extracurricular Step Schedule found in the 2020-2023 agreement (and in predecessors to that agreement) is eliminated, effective July 1, 2023.
4. **First-Year Stipends –**
 - a. **First-Year Stipends:** Subject to the two exceptions below, the stipends shown for each extracurricular position in Appendix B are the sum paid for the first year that an appointee performs the specified extracurricular assignment.
 - b. **First Exception – New Appointments to Coaching Positions that are “Closely Related” to the Prior Coaching Position -** Some coaching assignments are so closely related that if a unit member coaches a lower paying one in Year One and then switches to a higher paying one the next consecutive year (Year Two), they may or may not receive the starting stipend specified for the new (Year Two) coaching assignment. That is, in order to prevent a stipend reduction, they will receive the greater of:
 - i. The stipend (with the raise) that would have been earned in the old assignment, or
 - ii. The starting stipend for the new assignment.

The extracurricular coaching assignments that are deemed to be so closely related as to trigger this exception are: i) all basketball coaching positions, ii) all baseball coaching positions, iii) all softball coaching positions, and iv) all winter track/spring track coaching positions.

For example, JV Basketball is lower paying than Varsity Basketball (in that JV provides a lower first year stipend). However, assume that a JV Basketball coach has coached JV for so many years that, due to multiple annual raises, has reached a stipend amount that surpasses the first-year stipend for varsity. If that coach then switched from coaching JV to coaching varsity at the first-year varsity stipend,

they would suffer a reduction in pay. To prevent that outcome, this coach would instead receive "the stipend (with the raise) that would have been earned in the old [JV] assignment." They would not receive "the starting stipend for the new [varsity] assignment."

- c. **Second Exception - Discretionary Rate for Highly Qualified Appointees** - If the Board of Education upon the recommendation of the Superintendent determines that an appointee to an extracurricular position is so highly qualified as to warrant a stipend greater than that shown in Appendix B, the appointee may at the discretion of the Board be appointed to earn a greater amount.

Leave of Absence Caveat: If the continuity of a coaching assignment is broken by a leave of absence followed by reappointment, then the returning coach will be paid the stipend that would have been paid in the year of the leave. Raise percentages thereafter will be as determined below with all prior years in the coaching assignment to be counted for purposes of determining the number of consecutive years served.

- 5. **Raises After the First Year:** When a unit member is appointed to a new extracurricular assignment, including when the appointment is "Closely Related" to a previous held assignment, the unit member is in the first year, and they receive a first-year stipend amount as determined in paragraph 3. Thereafter, raise percentages depend on the number of years in the assignment, as follows.

2 nd year: 5.7%	3 rd year: 5.4%	4 th year: 5.1%	5 th year: 4.9%	6 th year: 4.6%
7 th year: 4.4%	8 th year: 4.2%	9 th year: 4.1%	10 th year: 3.9%	11 th year: 3.8%
12 th year: 3.6%	13 th year: 3.5%	After 13 th year: 3.5%		

Service in the same (or a "Closely Related") appointment under predecessors to this (2023-2026) agreement shall be counted for purposes of determining the number of consecutive years served and the applicable percentage increase.

6. Varsity Success Bonuses

- a. A varsity coach whose season ends at the quarterfinal round of sectionals shall receive a bonus payment of \$100; at the semifinal round of sectionals, \$200; at the final round of sectionals, \$350. A varsity coach whose team competes in a New York State semis or title contest shall receive a bonus payment of \$400. These bonuses are non-cumulative.
- b. A varsity coach of a sport that includes individual competitions (e.g., cross county, track, swimming) shall receive a bonus payment of \$400 if any individual or team competes in a New York State title competition. (\$400 is the total bonus that may be awarded, regardless of the number of student-athletes competing for a state title.)

- c. Requests for payment of the Varsity Success Bonus shall be submitted on a claim form signed by the coach and athletic director, with documentation of the level achieved.
7. **Multiple Appointees to a Single Extracurricular Position:** If the extracurricular activity shows parenthetically that two people may be appointed, then each person appointed shall receive the full stipend shown in Appendix B. Otherwise, if more than one person is appointed to the extracurricular activity, the total stipend shall be shared in the proportion specified in the Board appointments.
8. **Appointing Non-Unit Members to Extracurricular Activities:**
 - a. Non-Unit members may be appointed as Chaperones at any time, if the number of OATA members volunteering to chaperone is inadequate to the district's needs.
 - b. If no unit member applies for an extracurricular activity within 10 calendar days of the District's notice of vacancy, then a non-unit member may be appointed at District discretion regardless of whether late unit member applications arrive after the 10-day deadline.
 - c. See Article XX(C) for the third exception.
 - d. After June 30, 2026, the District will have the absolute right to appoint a unit member or non-unit member in its sole discretion as the Athletic Director.
9. **Hourly Basis Stipends:** Extracurricular stipends paid on an hourly basis are not subject to annual increases and therefore remain unchanged for the life of this agreement.