

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the East Aurora Council-Local 604, AFT/IFT, AFL-CIO ("Union") and the Board of Education of the East Aurora School District No. 131 ("District") effective as of the 19 day of November, 2012.

WHEREAS, the District and the Union are parties to a collective bargaining agreement, which Agreement expires on June 30, 2015, (the "Agreement"); and

WHEREAS, the parties have determined that certain sections of said Agreement need correction and that certain sections need amending; and

WHEREAS, it has been determined that the calculations of premiums for health insurance coverage (including health, life, vision, dental and disability) for prior years was in error, and that coupled with the premium increases for the Plan Year of January 1 through December 31 exceeded the expectations of either the District or the Union; and

WHEREAS, the parties desire by this Memorandum of Understanding to implement certain provisions, changes and amendments to the Agreement and to address the issue of insurance premiums;

NOW THEREFORE the parties agree that effective upon the approval of this Memorandum as follows:

1. Section 9.2 B. shall have the following sentence added at the end:
During the 2012-2013 school year professional collaboration time for high school teachers shall be established by a joint committee having equal representation from the District and the Union. Professional collaboration time includes at a minimum, and is not limited to: PLC, PBIS, SIP, RTI, PST and discipline.
2. The fourth sentence of the first paragraph of Section 9.2 E. shall read as follows:
During the 2012-2013 school year professional collaboration time for elementary teachers shall be established by a joint committee having equal representation from the District and the Union.
3. Section 14.3 is amended to read as follows:
The following positions, based upon applicable job descriptions, will be available to certified staff upon application, and will receive compensation in addition to their compensation pursuant to Appendix A from the Stipend Schedule as contained in Appendix D-3:
 - Academic Coaches- Classification F
 - Academic Facilitators- Classification F or G as assigned by the Administration
 - Middle School Special Education Team Facilitator- Classification H
 - Special Education Coordinator- Classification I

Some job descriptions also include additional work days and professional development payments. The existence of these positions, and the funding for the same, are subject to annual review.

The appointment of other Stipend Positions shall be in accordance with the provisions of Appendix D-1.

The Classifications of other Stipend Positions are contained in Appendix D-2.

The compensation for other Stipend Positions is shown in Appendix D-3.

4. That Section 18.2 is deleted and replaced with the following language:

18.2 Personal and/or Emergency Leave

All support staff employed by the District as of the effective date of this Agreement shall retain the number of personal days per year earned and to which they are entitled pursuant to the Agreement in effect for the 2011-2012 school year, provided, however, that such employees shall be frozen at the number earned as of the date of this Agreement (so that a staff person with 2 such days may not move to 3 personal days in the future). All support staff newly employed beginning on or after July 1, 2012 shall receive (2) days personal leave at full pay. Unused personal and or emergency leave days for any employee as of June 30 each year shall be added to said employee's accrued sick leave. Personal leave, except in the case of an emergency, shall not be granted the day prior to or after vacation periods or holidays inservice days, institute days, SIP days, nor during the first ten days of the school year or last ten days of the school year except for religious holidays. No more than two (2) advance notice personal leave days will be allowed in any one week. Unused personal and/or emergency leave days for any employee as of June 30 each year shall be added to said employee's accrued sick leave.

Any time that two consecutive school days or more of personal leave is requested, the specific reason must be stated.

Examples of purposes which are not meant to be used for personal or emergency leave include, but are not limited to, any matters which qualify as vacation, recreation, accompanying another person on a trip, or the extension of appropriately granted personal or emergency leave.

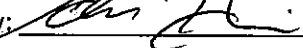
5. Section 19.3 shall be amended by adding the following to the end of that section:
 - Copies in excess of the total of 9000 copies may be allocated to a certified staff member at the discretion of the building administration.
6. Section 20.1 A. shall be amended to delete the reference to 261 days for twelve (12) month employees and provide that twelve (12) month employees shall work either 260 or 261 days based on the number of work days in the calendar year.
7. Section 20.1 E. shall have added the date of December 31 to the third paragraph listing for 10-1/3, 10-1/2 and 11 month employees when it falls during one of the regular working days.

8. The second sentence of the first paragraph of Appendix D-1 is amended to read as follows:
Each school shall post the Stipend list in the spring for the following school year, or in the fall of the following school year if applicable, in both electronic (via email) and hard copy in the designated area, for a minimum period of five days.
9. That Appendix D-2 to the Agreement is amended to add the following positions to Classification A :
 - Elementary Soccer
 - Elementary Basketball
 - Elementary Softball
10. That Appendix D-2 to the Agreement is amended to delete the following from Classification C:
 - Elementary Soccer/Basketball/Softball
11. That Appendix D-2 to the Agreement is amended to add the following positions to Classification B:
 - High School Wild Card
 - Tomcat Athletic Leaders
 - Bilingual Honor Society
12. That Appendix D-2 to the Agreement is amended to add the following positions to Classification D:
 - Building Bilingual Facilitator (for buildings with up to 8 bilingual teachers)
 - District Science Department Manager
13. That Appendix D-2 to the Agreement is amended to add the following positions to Classification E:
 - Building Bilingual Facilitator (for buildings with 9 or more bilingual teachers)
14. That Appendix D-2 to the Agreement is amended to add the following position to Classification G:
 - Clinical Team Leader
15. That Appendix D-2 to the Agreement is amended to add the following position to the Non-Scheduled Classification:
 - Community Service Organizer
16. That Appendix D-3 to the Agreement is amended to add the following to the Non-Scheduled Classification stipend:
 - CSO 2012/13- \$8333; 2013/14- \$8533; 2014/15- \$8789
17. The limitation on cost increases for the District to provide health insurance as described in Section 8.1 A. shall be suspended for the Plan Year January 1, 2013 through December 31, 2013 and the parties agree that for 2013 the premium cost increase for an employee shall not exceed 15% over the cost of the same coverage for the year 2012, and the balance of the premium cost increase shall be borne by the District.

18. The foregoing provisions and this Memorandum are non-precedential to the Union or the District with regard to other matters and without prejudice to any position of the Union or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.

East Aurora Council-Local 604

IFT/AFT, AFE-CIO

By: 

Date: 11/19/12

East Aurora School District #131

By: 

Date: 11-19-12