

TUITION REIMBURSEMENT IMPLEMENTATION AGREEMENT

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF EAST AURORA SCHOOL DISTRICT NO. 131 ("BOARD") and the EAST AURORA COUNCIL, IFT/AFT LOCAL 604 ("UNION"), sometimes collectively referred to as the Parties.

WHEREAS, the BOARD and the UNION wish to memorialize their agreement regarding implementation of Tuition Reimbursement language for the licensed bargaining unit, support staff bargaining unit, and office staff bargaining unit in the Parties' 2021-2026 collective bargaining agreement; and

WHEREAS, the BOARD and the UNION wish to memorialize their agreement regarding payment for eligible tuition expenses incurred prior to May 31, 2022.

NOW, THEREFORE, BE IT RESOLVED and agreed by the BOARD and UNION as follows:

Section 1. The recitals set forth above are incorporated into this Agreement.

Section 2. The BOARD agrees to make available a total sum of up Two Hundred Sixty Thousand Dollars (\$260,000) to reimburse eligible tuition costs paid by employees for courses completed on or before May 31, 2022. To be eligible: (a) the course needed to be identified to the District by the employee before May 17, 2022, in response to the "All Staff" email sent by Associate Superintendent Martinez on May 12, 2022; (b) the course was pre-approved consistent with all of the applicable bargaining agreement requirements. Tuition for eligible courses will be reimbursed at the per credit hour rate paid by the employee, to a maximum of \$200 per credit hour.

Section 3. For approved courses completed on or after June 1, 2022, eligible tuition reimbursement requests will be processed in accordance with the provisions of the Parties' 2021-2026 bargaining agreement and will be paid from the maximum total sum of \$150,000 for the

following contract year. To clarify, eligible courses completed between June 1, 2022, and May 31, 2023, are eligible for reimbursement solely from the \$150,000 made available for the 2022-2023 contract year, and not from funds made available in any future contract year.

Section 4. For the duration of the 2021-2026 bargaining agreement, all eligible courses completed on or before May 31 of each contract year will be eligible for reimbursement from the current school year's \$150,000, to the extent that amount has not already been exhausted. If the current school year's \$150,000 has already be paid out, no tuition reimbursement shall be available that year or in any future contract year for courses completed on or before May 31 of that year. All eligible courses completed on or after June 1 will be reimbursed from the following contract year's \$150,000 unless and until that \$150,000 is fully paid out. Courses that are unreimbursed because the \$150,000 fund has already been committed to other requests shall remain unreimbursed and may not be submitted in future contract years for reimbursement.

Section 5. This Agreement contains all the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the BOARD and UNION, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates set forth below.

BOARD OF EDUCATION

UNION

By:  _____

By: _____

Date: 12-18-22 _____

Date: _____

following contract year. To clarify, eligible courses completed between June 1, 2022, and May 31, 2023, are eligible for reimbursement solely from the \$150,000 made available for the 2022-2023 contract year, and not from funds made available in any future contract year.

Section 4. For the duration of the 2021-2026 bargaining agreement, all eligible courses completed on or before May 31 of each contract year will be eligible for reimbursement from the current school year's \$150,000, to the extent that amount has not already been exhausted. If the current school year's \$150,000 has already be paid out, no tuition reimbursement shall be available that year or in any future contract year for courses completed on or before May 31 of that year. All eligible courses completed on or after June 1 will be reimbursed from the following contract year's \$150,000 unless and until that \$150,000 is fully paid out. Courses that are unreimbursed because the \$150,000 fund has already been committed to other requests shall remain unreimbursed and may not be submitted in future contract years for reimbursement.

Section 5. This Agreement contains all the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the BOARD and UNION, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates set forth below.

BOARD OF EDUCATION

By: _____

Date: _____

UNION

By: Bucky R. Reinart

Date: 12-19-2022