

Att: A

MEMORANDUM OF AGREEMENT
Union County Educational Services Commission
Westlake Education Association Agreement 2023 - 2028
May 29, 2023

The Union County Educational Services Commission and the Westlake Education Association agree to the following changes to the parties' collective negotiations agreement, subject to ratification:

Article I, Section B – Definitions (Page 1)

Revise existing language to include Registered Behavior Technician, change the title of Paraprofessional to Teacher Assistant, and change the title of Auxiliary teachers to Nonpublic teachers. These changes will be made throughout the contract.

Revised Language:

2. Definition of a Teacher Assistant

Unless otherwise indicated, the term "Teacher Assistant," when used hereinafter in this agreement, shall refer to all employees who are employed by the Commission for the purpose of aiding teachers with instructional/clerical tasks or behavior management, including Community-based instruction.

3. Definition of a Registered Behavior Technician

Unless otherwise indicated, the term "Registered Behavior Technician," when used hereinafter in this agreement, shall refer to all employees who are employed by the Commission for the purpose of aiding teachers and BCBA's with instructional tasks and behavioral interventions.

Article V, Section A – Work Year and Hours (page 9)

Revised Language:

Full-Time Registered Behavioral Technicians

Monday-Friday: 8:20 a.m. – 2:40 p.m.

Student Time: 8:30 a.m. – 2:30 p.m.

There will be 60 minutes of additional meeting time per week on either Tuesday or Thursday.

Staff will receive three (3) working days' notice if there is a change to the time or date of a meeting.

Article V, Section C.1 (page 10)

Revised Language:

Teachers will receive five (5) guaranteed preparation periods per week (one per day), which shall be scheduled during the workday. In the event a teacher is required to forego a preparation period and provide classroom instruction and/or supervision, the teacher will receive additional pay at the rate of:

2023-24: \$39.79 per hour

2024-25: \$41.10 per hour

2025-26: \$42.46 per hour

2026-27: \$43.81 per hour
2027-28: \$45.12 per hour

Article V, Section C.2 (page 10)

Revised Language:

Teachers accepting the assignment of any tutoring/instruction and teachers employed by the Commission after school hours shall be paid at the rate of:

2023-24: \$39.79 per hour
2024-25: \$41.10 per hour
2025-26: \$42.46 per hour
2026-27: \$43.81 per hour
2027-28: \$45.12 per hour

Article V, Section C.3 (page 10)

Revised Language:

Paraprofessionals who accept a summer work assignment shall be paid at the rate of:

2023-24: \$20.68 per hour
2024-25: \$21.38 per hour
2025-26: \$22.11 per hour
2026-27: \$22.84 per hour
2027-28: \$23.55 per hour

School Safety and Security Monitors who accept a summer work assignment shall be paid at the rate of:

2023-24: \$22.75 per hour
2024-25: \$23.52 per hour
2025-26: \$24.32 per hour
2026-27: \$25.12 per hour
2027-28: \$25.90 per hour

RBTs who accept a summer work assignment shall be paid at the rate of:

2023-24: \$25.85 per hour
2024-25: \$26.73 per hour
2025-26: \$27.64 per hour
2026-27: \$28.55 per hour
2027-28: \$29.44 per hour

Teachers who accept a summer work assignment shall be paid at the rate of:

2023-24: \$39.79 per hour
2024-25: \$41.10 per hour
2025-26: \$42.46 per hour
2026-27: \$43.81 per hour
2027-28: \$45.12 per hour

Therapist/Nurse who accept a summer work assignment shall be paid at the rate of:

2023-24: \$54.75 per hour

2024-25: \$56.56 per hour

2025-26: \$58.42 per hour

2026-27: \$60.29 per hour

2027-28: \$62.10 per hour

Article V, Section I (page 11)

Revised Language:

If the teacher accepts, or if the supervision of students is involved, the teacher and the administrator will agree on either compensatory time or payment at the same hourly rate as set forth in C.1.

Article V, Section L (page 12)

Revised Language:

Paraprofessionals performing teaching duties/requested to substitute for an absent teacher will receive an hourly rate of \$12/hour or \$55/day. Paraprofessionals performing teaching duties/requested to substitute for an absent teacher for more than five (5) consecutive days will get an additional \$100/day.

Article V, Section N (page 12)

Revised Language:

Any paraprofessionals required to work beyond regular work hours shall be compensated at the rate of:

2023-24: \$20.68 per hour

2024-25: \$21.38 per hour

2025-26: \$22.11 per hour

2026-27: \$22.84 per hour

2027-28: \$23.55 per hour

Article V, Section Q (page 12)

Revised Language:

Paraprofessionals who are asked to drive and who do drive during the workday shall receive a \$5500 stipend during the 10-month school year and a \$5 per hour stipend during the Extended Summer School Program. The stipend shall be prorated based on the date of the assignment of the duty to drive.

Article V, Section R (page 12)

Revised Language:

All new staff will be required to attend a maximum five (5) days of new staff orientation prior to the school year with no additional compensation. Staff hired after September 1 will be required to participate in orientation activities on one (1) full day prior to their start date. All new staff will receive a full day of training for the Observation Tool, either at this training or soon after, in September.

Article V, Section S (page 12)

Revised Language:

Staff writing curriculum outside of contractual hours during the regular school year shall be paid the rate of:

2023-24: \$36.16 per hour

2024-25: \$37.35 per hour

2025-26: \$38.58 per hour

2026-27: \$39.81 per hour

2027-28: \$41.00 per hour

Article V, Section U (page 13) ADDITION

New Language:

Paraprofessionals at Crossroads and Westlake Schools will receive a \$500 stipend during the 10-month school year due to their responsibility for toileting students.

Article VI, Section E (page 15)

Delete E.1 and E.2

Revised Language:

Up to five (5) days of Paid Time Off (PTO) shall be granted annually. All PTO requests must be in the Superintendent's office three (3) days in advance. Five (5) days will be granted in this manner without a specific reason being stated, except where an emergency PTO day (less than three (3) days' notice) is requested, the specific reason for the leave shall be provided in AESOP. No PTO days shall be granted for any day immediately prior to or immediately following a holiday or vacation period, except where approval is granted by the Superintendent prior to the scheduled leave. Requests for PTO days immediately prior to or immediately following a holiday or vacation period must be made in writing to the superintendent through email. Verification will be provided if requested. Up to three (3) unused PTO days will be converted to sick days at the end of the year for use as sick days in subsequent years, and for the provisions of Article XVIII.

Article VI, Section D – Bereavement Leave (page 15)

Revised Language:

Any employee shall be allowed up to five (5) days of absence in the case of the death of a member of his or her immediate family, or any person domiciled with the employee that occurs during the work year. Immediate family shall be understood to include the following: wife, husband, father, mother, stepparent, child, stepchild, sister, brother, grandmother, grandfather, grandchild, mother-in-law and father-in-law. Any employee shall be allowed up to three (3) days of absence in the case of the death of a niece, nephew, aunt, uncle, brother-in-law, or sister-in-law that occurs during the work year.

Article IX, Section A (page 22)

Delete:

Effective July 1, 2017, the Commission shall pay the premium for single coverage only for new employees hired as paraprofessionals. If an employee hired on or after July 1, 2017 wishes to enroll in insurance coverage other than single, the employee will pay the cost of the difference in coverage.

Article XI, Section D – Salary Deductions (p. 25)

Revised Language:

The Commission agrees to deduct from employees' salaries money to be deposited into a Tax Shelter Annuity as said employees, individually and voluntarily, authorize. The Commission is to deduct and transmit the monies promptly and directly to the Tax Shelter Annuity. Any employee may have such deductions discontinued upon sixty (60) days written notice to the Commission. It is understood that the number of annuities to be available under this paragraph, unless a greater number is approved by the Commission, shall be limited to three (3) as selected by the Association and approved by the Commission.

Article XIX, Section A.1.a (page 31)

*Once salary guides are created, \$1500 will be added to each step of the 2023-24 guide, with the exception of Nonpublic teachers on the WEA guide.

- Salary for classroom teachers shall be increased by 3.3% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment, retroactive to 07/01/2023.
- Salary for classroom teachers shall be increased by 3.3% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
- Salary for classroom teachers shall be increased by 3.3% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
- Salary for classroom teachers shall be increased by 3.2% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
- Salary for classroom teachers shall be increased by 3.0% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- Salary guides shall be mutually developed and agreed to by the parties.

Article XIX, Section A1b – Salary Provisions (page 31)

Delete Current Language:

There shall also be a one-time \$1,000 stipend paid to each classroom teacher in each year of the agreement.

Article XIX, Section A.2 (page 31)

- **A one-time infusion of \$11,000 will be made into the nonpublic teacher guide.**
- Salary for nonpublic teachers shall be increased by 3.3% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment, retroactive to 07/01/2023.
- Salary for nonpublic teachers shall be increased by 3.3% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
- Salary for nonpublic teachers shall be increased by 3.3% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
- Salary for nonpublic teachers shall be increased by 3.2% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment. Salary for nonpublic teachers shall be increased by 3.0% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- Salary guides shall be mutually developed and agreed to by the parties.

Article XIX, Section A.3 (page 32)

- Salary for paraprofessionals shall be increased by 3.4% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment retroactive to 07/01/2023.
- Salary for paraprofessionals shall be increased by 3.4% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
- Salary for paraprofessionals shall be increased by 3.4% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
- Salary for paraprofessionals shall be increased by 3.3% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
- Salary for paraprofessionals shall be increased by 3.1% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- Salary guides shall be mutually developed and agreed to by the parties.

Article XIX, Section A.3 (page 32)

- Salary for Safety and Security Monitors shall be increased by 3.4% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment, retroactive to 07/01/2023.
- Salary for Safety and Security Monitors shall be increased by 3.4% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
- Salary for Safety and Security Monitors shall be increased by 3.4% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
- Salary for Safety and Security Monitors shall be increased by 3.3% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
- Salary for Safety and Security Monitors shall be increased by 3.1% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- Salary guides shall be mutually developed and agreed to by the parties.

Article XIX, Section A.4 (page 32) ADDITION

- **The base guide for the Registered Behavior Technicians will be created by adding \$6000 to each step of the 2022-23 paraprofessional guide.**

- Registered Behavior Technicians shall be increased by 3.4% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment retroactive to 07/01/2023.
- Registered Behavior Technicians shall be increased by 3.4% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
- Registered Behavior Technicians shall be increased by 3.4% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment..
- Registered Behavior Technicians shall be increased by 3.3% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
- Registered Behavior Technicians shall be increased by 3.1% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment..
- Salary guides shall be mutually developed and agreed to by the parties.

Article XIX, Section J – Salary Provisions (page 34)

Delete:

- a. Registered Behavior Technicians
- b. Student Assistance Coordinator
- d. Technology Liaison

Add:

- a. Media Liaison - \$1000 per school year
- b. Safety Care Coordinator - \$3500
- d. Coordinator of Educational Services for Partial Hospitalization Program - \$7000

Article XX (page 35)

New Language:

The WEA president will be granted three (3) days to travel to other schools/programs. These days will be mutually agreed upon between the WEA president and the superintendent.

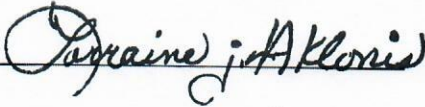
Article XXIV (page 40)

Revised Language:

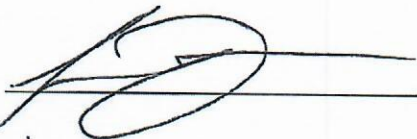
Agreement shall remain in effect five (5) years from September 1, 2023 to June 30, 2028

The signatories to this Memorandum of Agreement will advocate to their respective membership to vote in favor of its passage.

**UNION COUNTY EDUCATIONAL
SERVICES COMMISSION**


Lorraine J Alkonis

WESTLAKE EDUCATION ASSOCIATION


Jeremy Kaplan

June 20, 2023

June 20, 2023