

COLLECTIVE NEGOTIATIONS
AGREEMENT

between the

CLEVELAND HILL UNION FREE SCHOOL DISTRICT

and the

CLEVELAND HILL EDUCATION ASSOCIATION

July 1, 2017 – June 30, 2020

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APPENDIX A: Cleveland Hill UFSD Teacher Association Salary Schedule

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AGREEMENT

This Agreement, made by and between the Cleveland Hill Union Free School District (hereinafter called the “District”) and the Cleveland Hill Education Association (hereinafter called the “Association”) and effective this 1st day of July, 2017, is as follows:

ARTICLE 1

Section 1.1 Recognition

The District recognizes the Cleveland Hill Education Association as the “exclusive” bargaining agent of all professional personnel except administrators. Such recognition shall extend for the maximum period allowed by law.

ARTICLE 2

Section 2.1 Dues Checkoff and Authorization

Upon the written authorization of a teacher, on a form provided by the Association, the District will deduct from the salary of its employees such amounts for membership dues as the employee may specify and will promptly remit said sums to the Association.

Said deductions will be made in twenty (20) equal installments beginning with the second (2nd) pay period after the opening of school.

Section 2.2 Agency Shop

The District agrees to deduct from the salaries of members of the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit such monies promptly to the Association following the same procedures as applicable under the dues deduction provision of this agreement.

The Association shall provide the employer, in writing, with a list of the names of the non-members at least five (5) working days prior to the first deduction of such fee.

Section 2.3 Dues Check-Off and Authorization

The Association and its affiliates will hold the District harmless against all claims, demands, suits and liabilities arising out of operation of the dues deduction/agency fee paragraph (2.1, 2.2).

ARTICLE 3

Section 3.1 **Conformity to Law**

If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed, or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in full force and effect.

Section 3.2 **Supersede Clause**

This agreement shall supersede any rules or regulations of the Board which will be contrary to or inconsistent with its terms.

ARTICLE 4

Section 4.1 **Salaries**

Teachers shall receive compensation consistent with the salary schedule in Appendix A. Teachers shall advance to the next subsequent step (if any) on the salary schedule upon completion of each full school year of service in the District (which shall be defined for purposes of this section as actually working at least 50% of the school days in a school year).

Section 4.2 **Sick Leave Redemption**

Employer Non-Elective Contribution The District agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who meets the following conditions:

- (1) Union Members who retire under a disability retirement; or
- (2) Union Members who

- (a) have worked a minimum of ten years as a regular full-time teacher in the District immediately preceding the time of retirement. Equivalent part-time service which equals ten or more years of full-time service satisfies this eligibility requirement; and

(b) have attained the minimum of age to retirement by August 31st of the calendar year in which he or she retires and is eligible to retire and collect benefits under the New York State Teachers' Retirement System; and

(c) have made application to retire to the New York State Teachers' Retirement System. In addition, the Union Member must give irrevocable notice of his/her resignation for the purpose of retirement not later than March 1 of the final year of work.

(d) do not participate in the retirement incentive set forth in Section 24.1 herein.

- (3) The amount of Employer's contribution for each eligible employee shall equal \$75 times the number of the employee's accumulated leave days. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than the first regular payroll date following June 30th of the year in which the member retires.

No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

Contribution Limitations. In any applicable year, the Employer's Non-elective Contribution may not cause a member's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code (the "Code"), as adjusted for cost-of-living increases (the "Contribution Limit"). For Employer Non-elective Contributions made post-employment to former members' 403(b) accounts, the Contribution Limit shall be based on the member's compensation, as determined under Section 403(b)(3) of the Code and, in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limit, the excess amount shall be handled by the Employer as follows:

For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer

Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the member. In no instance shall the member have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the member the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the member's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

403(b) Accounts. Employer Non-elective Contributions shall be deposited into the 403(b) account designated in writing by the member to receive Employer Non-elective Contributions, provided such account will accept Employer Non-elective Contributions. If the member does not designate a 403(b) account to receive Employer's Non-elective Contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit Employer Non-elective Contributions, in the name of the member, into a trust (holding) account from which the funds will be contributed to a 403(b) account once the member designates an appropriate 403(b) account.

Tier I Adjustments. Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System, provided that such reporting is permitted by TRS regulations and standards.

This Section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall be deemed void, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet to discuss such portions of this Agreement. Both the Employer and members are responsible for providing accurate information to the 403(b) Provider. If legal opinion changes regarding tax implications of this benefit, the District and CHEA

agree to re-open discussions for this section only.

Section 4.3 Athletic Coaches and Supervisors

Athletic coaches and supervisors shall be compensated pursuant to and consistent with the schedule set forth in Appendix B and Appendix E, respectively.

Section 4.4 Teacher Use of Automobiles

Teachers required to use their automobiles for any school business shall be reimbursed at the maximum IRS limit.

Section 4.5 Club Activities Sponsors

Club activity sponsors shall be compensated pursuant to and consistent with the schedule set forth in Appendix C.

Section 4.6 Intramurals

Intramural sponsors shall be compensated pursuant to and consistent with the schedule set forth in Appendix D.

Vacancies and Bid for the Positions in 4.3, 4.5, 4.6

A. Posting

All vacancies in the foregoing positions, or newly created positions shall, whenever possible, be posted at least ten (10) working days during the school year (fifteen (15) working days during the summer).

B. Filling of Vacancies

The District reserves the right in all cases to fill any vacancy with the candidate it deems most qualified. It is agreed that in filling vacant positions, first preference shall be given to experienced and qualified candidates from the bargaining unit. This provision shall not be interpreted as preventing the District from considering qualified candidates from outside of the bargaining unit.

Section 4.7 Directors shall be paid as follows:

Director of Physical Education	\$1,394
Director of Athletics	\$13,469

Section 4.8 Method of Payment

Teachers hired on a ten (10) month basis shall be paid on twenty-two (22) consecutive paydays beginning with the Friday which falls closest to the day school opens in September. Paydays will in general be scheduled every two weeks with the exception of holidays - see below. If the teachers' first Friday payday in September falls before the opening of school, that paycheck will be held and distributed at the end of the first school day. Each payday will be for 1/22 of the annual salary (see Appendix A).

The business office will make every effort to have paychecks available on the last day of school prior to holiday recesses, when a pay period ends during such a week. Additionally, for such a week, if a teacher asks the district payroll staff, their teacher's payroll check will be mailed.

All paychecks will be delivered to teachers in sealed envelopes, prepared at the Business Office, and every reasonable effort will be made to have them available prior to homeroom in said pay period.

Balloon Payment Option: Teachers have the option of receiving 85% of their biweekly gross pay check throughout the year (the balloon payment option) versus the full amount of their biweekly payment. Teachers who chose the Balloon Payment Option will receive 15% of the annual salary along with the regular paycheck on the 20th payday.

Any extra payment in excess of \$1,000 shall be paid in one payment at the conclusion of the season (for coaching) or the end of the school year (for non-coaching). Where such payment is for non-coaching duties, the teacher may, upon written request to his/her supervisor, instead receive the payment on a pro-rated basis in the months of December and June. Where such payment is for coaching duties, the teacher may, upon written request to the Athletic Director, instead receive three payments during the season at the beginning, middle and end of the season.

Section 4.9 Credit Union Deductions

Credit union deductions may be started at any time subject to 30 days notice.

Section 4.10 Summer Pupil Personnel

Summer Pupil Personnel Service Staff (Guidance Counselors, School Psychologists, Social Workers) shall work beyond the regular 10 month school year. Guidance Counselors shall work the week following the end of the school year and the week preceding the opening of school. Hours of work shall be 8:00 a.m. to 3:00 p.m. including a duty free lunch period of 30 minutes. Daily salary shall be determined by 1/200th of the employee's base salary and

applied graduate hours.

Summer schedules are to be approved by building principals and the Assistant Superintendent for Pupil Personnel Services no later than April 15. Scheduling of employee work days shall be on a weekly basis and will assure coverage of office and reasonable vacation periods for employees. Scheduling shall be done on a volunteer basis first, provided that the work to be done falls under the normal job duties of the job titles in this section. If the District is not able to fully schedule on a volunteer basis, the District may assign, on an evenly distributed basis within the job titles, the days necessary to achieve sufficient staffing levels. The District shall be permitted to cumulatively allocate up to 135 summer schedule work days among the titles set forth in the paragraph above.

Section 4.11 Salary Adjustment

Salary scale will be adjusted at mid-year when appropriate.

Section 4.12 Mentors

Mentor Facilitator Stipend:

1-5 teachers:	\$1,500
6-10 teachers:	\$2,000
11-15 teachers:	\$2,500

Mentor Advisor Stipend: \$1,200

ARTICLE 5

Section 5.1 Curriculum Development

Teachers assigned to curriculum development shall be paid at the rate of \$32.00 per hour effective 7/1/14.

To be paid to the nearest ½ hour increments.

Section 5.2 Curriculum Coordination Teams

Section 5.2 Curriculum Leaders

Appointment Process – Curriculum leader positions shall be posted annually not later than

April 1st for the subsequent school year, or upon a vacancy occurring in a position that the District determines to fill. The Superintendent shall make appointment recommendations to the Board of Education not later than June 1st from those who apply for the positions(s).

Responsibilities: The responsibilities that the District may assign to a Curriculum Leader may include, but are not limited to, any of the following:

- Attending monthly Curriculum Leader meetings with Building Administrator and Assistant Superintendent.
- Attending a maximum of two (2) District Professional Development Committee meetings per year.
- Developing agenda and facilitating after school meetings with team/department.
- Sending minutes of meetings to the appropriate Principal or designee.
- Overseeing the completion of tasks related to State/District initiatives within teams/departments.
- Overseeing grade-level team or department in required collaborative scoring of student work samples.
- Developing connections with other grade levels for strategy alignment, common language, consistent expectations for quality work, and content alignment.
- Facilitating adaptation/adoption of Learning Standards within grade level teams or departments.
- Sharing resources with team/department to increase achievement across curriculum content areas.
- Other related activities as determined by the District after consultation with the CHEA.
- The annual posting shall include the responsibilities assigned to the Curriculum Leaders for the subsequent school year.
- In addition to the above, Special Education Curriculum Leaders shall
 - Create agenda for and facilitate meetings two times per year during curriculum

- time with Special Education Teachers in that building
- Create a testing accommodations schedule for Regents Examinations and 3-8 NYS testing
 - Collaborate with the Building Principal on the Master Schedule
 - Develop a Special Education Budget for the building in collaboration with the Building Principal
 - Facilitate DDI meetings (HS only)
 - Meet two times per year with the Assistant Superintendent of Pupil Personnel

The Curriculum Council will be comprised of curriculum leaders in each of the following areas:

Elementary School: K, 1, 2, 3, 4, 5, Special Education (one position each)

Middle School: Math, ELA, Social Studies, Science, Special Education (one position each) High School: Math, ELA, Social Studies, Science, Special Education (one position each) Shared MS/HS: Spanish (one position) District K-12: Art, Music, Health/Physical Education (one position each) Career Technical Education (CTE) – CTE includes: Technology, Business, Family and Consumer Sciences. (one position)

Special education teachers shall confer with the building principal and/or Director of Special Education to determine the appropriate content area group(s) or grade level team(s) in which they will participate. It is understood that the group or team in which they participate may vary throughout the year depending on the nature of the meetings and their relevance to the special education teacher. The Special Education Curriculum Leaders shall report to the Building Principal with consistent contact with the Assistant Superintendent of Pupil Personnel.

Positions not assigned to a Curriculum Leader pursuant to this section will confer with the building principal regarding the most appropriate group assignment.

Any proposed change in existing curriculum leader positions or the addition of one or more new curriculum leader position(s) will only occur after the District consults with the CHEA.

Curriculum Leader Stipend Amount: Curriculum leaders shall receive stipends as follows:

Department/Team of fewer than five (5) members: \$1,200

Department/Team of five (5) or more members: \$1,300

ARTICLE 6

Section 6.1 Summer School

Qualified bargaining unit members will receive first consideration for any summer school positions that may be available.

Summer school teachers shall be compensated at the rate of \$32.00 per hour effective 7/1/14.

Section 6.2 Academic Intervention Services

Academic intervention services shall be paid at a rate of \$32.00 per hour effective

7/1/14. Minimum of 2.0 hours

To be paid to the nearest ½ hour increments.

ARTICLE 7

Section 7.1 Health Insurance

Health Insurance

1. Eligibility: Full-time bargaining unit employees are eligible to obtain health insurance coverage upon hire with the District. The coverage will begin as soon as practicable after the employee elects such coverage. The coverage shall be through the Erie I BOCES Health Insurance Trust Plan.

Changes to coverage (example: a spouse loses coverage for the family, a spouse dies, a separation occurs and coverage is needed, a marriage occurs) shall be implemented as provided by the Erie I BOCES Health Insurance Trust Plan, and all notice requirements shall likewise be governed by the Plan.

2. Premiums: Employees shall pay the following premium contribution for his/her annual health insurance costs:

7/1/17: 6.5%

7/1/18: 7%

7/1/19: 7.5%

3. Enrollment Options and Limitations: (a) When both spouses are employed by the District, the District shall be obligated only to provide one family, employee-spouse or employee-children plan plus \$400.00 (and no waiver sum); (b) An employee will be entitled only to a single coverage plan unless the employee satisfactorily demonstrates that the employee has a coverable spouse and/or dependents, in which case the employee shall be entitled to family employee-spouse, employee-children coverage for so long as the employee has a coverable spouse and/or dependents.

4. District Self-Insurance: The District shall have the right to self-insure these insurance plans using a third-party administrator. The Union shall have recourse to the arbitration procedure to resolve any dispute involving such self-insurance.

Section 7.2 Participation by Retirees

Employees who retire may elect to continue their participation in the group plans as provided in this article. Such participation shall be at the sole expense of the retired employee, and the District shall incur no obligation because of such participation.

An employee retiring from the District may elect to apply the sick leave redemption as outlined in Section 4.2 toward payment of his insurance as outlined in this Article. Upon the exhaustion of those funds, the retired employee's continued participation in the plan shall be in conformance with Section 7.2, with the exception that the District shall not seek reimbursement for any service charges allowable by law.

Section 7.3 Flexible Benefit Plan

The parties will jointly develop a flexible spending plan with the following guidelines:

- (A) Employee health costs shall be built into the plan.
- (B) Opt-out (Waiver)
 - * \$520 (S), \$1040 (F, E-S, E-C): 1st 15 Family/Employee-Spouse/Employee-Children Waivers
 - * \$520 (S), \$1250 (F, E-S, E-C) : 16-20 Family/Employee-Spouse/Employee-Children Waivers
 - * \$520 (S), \$1500 (F, E-S, E-C) : 21 or more Family/Employee-Spouse/Employee-Children Waivers

The Opt-out (Waiver) may be taken as a lump sum, less the district's cost, or be added to the Flexible Spending Plan.

- (C) Dental at the current contribution rate.
- (D) Health and dependent care accounts within statutory guidelines.
- (E) Any other benefits mutually agreed upon by the parties.
 - 1. Unused sums at the end of each year shall be retained by the District

(F) The District will pay for the administrative costs associated with the plan.

The following amount will be credited on the plan anniversary date to each member of the bargaining units flexible benefit account: \$200, provided that the District shall retain all unused monies at year end from a member's Section 125 account. In addition, the District shall provide a \$200 contribution on each anniversary date to the member's Section 105h account. Monies accumulated in 105h accounts can be used in retirement by teachers who retire into the TRS directly from the District and subject to applicable law.

Upon mutual agreement between the District and the Association, the fund may be discontinued in any year of this Agreement and if such option is exercised, the District will pay, up to the amounts specified above, toward any dental and/or optical insurance plan agreed between the parties. Upon mutual written agreement between the District and the Association, members of the bargaining unit and their dependents may be provided another form of a dental health fund.

Section 7.4 Employee Assistance Plan

The District will provide at no cost to the employees an Employee Assistance Plan.

ARTICLE 8

Section 8.1 Group Life Insurance

Faculty members may avail themselves of a group life insurance plan in a maximum amount of Fifteen Thousand Dollars (\$15,000). The Board shall pay the full premium for the \$15,000 policy.

ARTICLE 9

Section 9.1 Tax Sheltered Annuity

Payroll deductions will be made for teachers wishing to participate in a tax-sheltered annuity program. The program is limited to six carriers. This District will pursue a common remitter/plan administrator for this Section.

Section 9.2 457 Retirement Plans

The District shall permit and make accommodations for payroll deductions for 457

Retirement Plans.

Section 9.3 **529 Education Plans**

The District shall permit and make accommodations for payroll deductions for 529 Education Plans.

Section 9.4 **VOTE COPE**

The District hereby agrees to implement payroll deductions of VOTE COPE contributions from employees who voluntarily authorize such deductions. The amount deducted per payroll period shall be that which is designated by the employee. The Association shall inform the district of the address of NYSUT VOTE COPE. The sums deducted shall be transmitted to NYSUT VOTE COPE within seven business days after the payroll date on which the deductions are made. Deductions will begin on a date determined by CHEA, during the ten month regular school year, after the completed authorization form is received in the Business Office. The Association shall defend, indemnify and hold the district and its agents harmless from, for and against any and all suits, claims, demands, judgments, assessed damages and any other liabilities that may arise out of, or by reason of, the proper deduction and transmission of monies as provided for in this Section.

Section 9.5 **NYSUT Benefit Trust**

The District shall deduct and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Business Office for any bargaining unit member. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the NYSUT Benefit Trust with a list of all employees from whose salaries such deductions have been made. Such deductions shall be made in twenty (20) equal installments during the school year. The Association shall provide the District with the address of the NYSUT Benefit Trust. The Association shall defend, indemnify and hold the district and its agents harmless from, for and against any and all suits, claims, demands, judgments, assessed damages and any other liabilities that may arise out of, or by reason of the proper deduction and transmission of monies as provided for in this Section.

ARTICLE 10

Section 10.1 Sick Leave

Each teacher shall be credited with 12 sick days at the beginning of each school year. Unused leave may accumulate to a maximum of 240 days

Leave may be taken up to twenty (20) days per year for sickness of any member of the teacher's family. The family includes husband or wife, child, parent, brother, sister or any relative who resides permanently in the household. (Sickness in this clause is to include maternity of wife.)

A teacher who leaves school prior to completing at least one-half (1/2) of their regularly scheduled workday as a result of illness will be charged with a sick day. A teacher who leaves school after completing at least one-half (1/2) of their regularly scheduled workday, but prior to the completion of their regularly scheduled workday, as a result of illness will be charged with one-half (1/2) a sick leave day. The building principal may, in his or her discretion, accommodate a teacher's need to leave school within the last hour of the work day without charge to sick leave. The principal's determination of whether to grant such a request shall not be subject to review.

Any teacher who is absent for four (4) or more consecutive days may be required to bring in a doctor's note to verify the nature and extent of the illness or injury that prevents the teacher from reporting for work. The District may also require an acceptable doctor's note, or require a medical examination, for any teacher that the District has a reasonable suspicion is abusing sick leave.

Teachers who are absent two (2) days or less during any year will be credited with twelve days accumulated sick leave for that year. A teacher who has used only one (1) or two (2) days sick leave during any year following the attainment of sixty (60) days accumulated sick leave shall receive a one hundred and fifty dollar (\$150) temporary salary increase to be paid in the first paycheck of the following school year. A teacher who has used no (0) days of sick leave during any year following the attainment of sixty (60) days accumulated sick leave shall receive a two hundred and fifty (\$250) dollar temporary salary increase to be paid in the first paycheck of the following school year.

Section 10.2 Extended Sick Leave

1. Upon reaching eligibility, as noted in number 2 below, employees become members of the sick leave bank unless they provide the District with a written, signed request to opt-out of membership. Such a choice stands for the duration of the employees service to the District.

2. Full time teachers, or part time teachers who work fifty percent (50%) or

more, will be eligible to participate in the sick leave bank if, on September 1 of the school year, the individual teacher has:

- (a) twenty (20) or more days of accumulated sick leave, or
- (b) less than twenty (20) accumulated days of sick leave in the District, and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence and the teacher is under the care of a physician.

3. An employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank. New employees will be eligible to join within a sixty (60) day period from their date of eligibility.

4. The sick leave bank will be administered by the Superintendent or his designee according to the following regulations:

- (a) Each participating employee will contribute one (1) day of accumulated personal sick leave on an irrevocable basis in September of each year. To initially fund the sick leave bank, the District agrees to contribute two (2) days per full time employee.
- (b) It is recognized that the sick leave bank will be funded with approximately 375 days at the start of the sick leave bank program. The teachers association members to contribute one (1) day and the District to contribute two (2) days per member for the initial funding of the bank. The association members will contribute one (1) additional day per full time member per year, and the District shall withdraw one (1) sick day per full time member per year until such time as the District has been repaid its contribution of 375 days and the bank is fully funded by the membership of the teachers association.
- (c) The bank may be refunded at the beginning of the school year. If the total accumulation of the bank is less than 275 days, then each participating and eligible member shall contribute one (1) day on September 1st of each year. If the total accumulated funding of the bank is less than 175 days, then each participating eligible member shall contribute two (2) days. Under no circumstances shall the bank be refunded during the course of the school year. If all days are utilized by the participating eligible employees during any school year, there shall be no further days refunded to the bank until such time as September 1st of the following school year.
- (d) A participant must first exhaust all personal leave days and sick days before utilizing any of the benefits from the sick leave bank.

- (e) An employee suffering a disabling injury or illness may apply for sick leave from the bank. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition and where the employee is under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted along with the application for the sick leave bank. The District Superintendent may request at District expense, an independent physician to examine the applicant and to produce a report to be used in deciding whether to grant or deny the application.
- (f) Participants of the sick leave bank may apply for up to thirty-five (35) days of leave initially. The first thirty-five (35) days of leave shall be paid at 100% of participants salary and shall be debited from the bank's accumulation at the rate of one (1) day debit per day of use. Should the disability or illness continue a second application for up to an additional fifty (50) days may be submitted. This second fifty (50) days shall be paid for at 50% of the salary of the individual and shall be debited from the bank as a ½ day debit. Under no circumstances shall participating eligible members be eligible for more than eighty-five (85) days of total leave per application whether at 100% or 50% of payment of salary.
- (g) It is not the purpose of the sick leave bank to allow employees to extend their period of employment immediately prior to their imminent retirement.
- (h) In consideration of whether or not an employee's application or any benefits from the sick leave bank will be granted, the Superintendent can take into account the employee's work record as far as attendance for the previous five (5) years and is expressly entitled to take into account any absences for the use of sick leave time over the preceding five (5) year period.
- (i) Individuals who reach the total accumulation of two hundred forty (240) sick days can roll over those excess days into the sick leave bank.
- (j) Donating any days to the sick leave bank will not in any way affect the attendance bonus described in Section 10.1.
- (k) The District shall provide the CHEA with annual reports on the number of sick days available in the sick bank no later than June 15th of each year.

Section 10.3 Bereavement Leave

In the event of a death of an employees' immediate family (mother, father, mother-in-law, father-in-law, husband, wife, domestic partner (see Appendix F), child, grandchild, brother, sister, sister-in-law, brother-in-law, son/daughter-in-law, grandparent, stepfather, stepmother, or step-child/grandchild) such employee is eligible for up to five (5) consecutive work days of bereavement immediately following the death of the immediate family member. Any school

holiday and/or recess period which falls within any bereavement period denoted above, shall be considered as part of that bereavement period and shall not result in bereavement pay unless such employee was scheduled to work on or during such holiday or recess period. Requests to utilize bereavement leave after the fifth day of the death of the immediate family member shall be made directly to the Superintendent. In the event of the death of an in-law as set forth above, the employee must actually be residing with the spouse at the time of the in-law's death in order for bereavement to be granted.

One day of bereavement leave may be taken at the discretion of the employee, for any bereavement not identified above, with the approval of the Superintendent.

Section 10.4 Personal Leave

Teachers shall be granted annually four (4) days of personal leave at the beginning of the school year. Unused personal leave days shall accumulate into sick leave as provided for in Article 10. Once accumulated into sick leave, all such days shall become sick days and shall not be used for personal leave. The four (4) days shall be granted as follows:

- (a) Two (2) days shall be granted upon written request made to the Building Principal at least the day prior to the date of leave, stating the reason for the request and the date and time of the anticipated absence.
- (b) Two (2) days shall be granted upon written request made to the building Principal at least the day prior to the date of leave stating the date and time of the anticipated absence.

No more than nine (9) teachers will be permitted to be out on personal leave during any school day, unless the District otherwise agrees in its sole discretion. Personal leave requests will be granted on a first-come, first-served basis.

In the event of an emergency, the leave will be granted the day of the emergency, upon oral request.

Personal days shall be granted for those matters of personal business that can only be conducted during normal school hours.

None of these four (4) leave days may be taken for the purpose of extending a recess or holiday.

Section 10.5 Child Care Leave

1. Both male and female teachers may apply for and be granted a leave of absence without pay or benefits for the purpose of child care following the birth or adoption of a child. Such leave shall be granted for a period of up to one (1) year. The teacher must commence such leave within ten days from the time of the birth of the child or, in the case of adoption,

within ten days of the time of adoption of the child.

2. Teachers seeking leave under this article shall:

(a) Notify the Superintendent, not less than 30 calendar days in advance of the commencement of a foreseeable leave and as soon as is practicable for an unforeseeable leave.

(b) Specify the length of said leave. If the leave is to be extended thereafter, the teacher shall give the Superintendent at least sixty (60) days notice of such change, and termination of extended leave shall coincide with the end of a school semester.

3. Wherever possible, leaves will end at a time that imposes minimum disruption on the classroom such as beginning/ending of school semester/trimester, marking period or instructional unit.

4. Except as otherwise required by the Family and Medical Leave Act (FMLA), leaves under this Section shall be without benefits or salary. Time spent on leave under this Section shall not be accruable for salary increment, probationary service credit, seniority or tenure purposes for any person spending less than ½ school year in active service for that year.

5. Nothing in this article shall serve to deprive a teacher of any rights to the use of accumulated sick leave as provided by law.

6. In the case of adoption leave, the teacher shall be required to provide written confirmation of the pending adoption, and subsequent to the adoption, written confirmation that the adoption has taken place.

7. If a teacher wishes to return early, such request shall not be unreasonably denied.

Section 10.6 Conference Leave

It is recognized that attendance at professional and/or educational conferences is beneficial to the teaching staff, students and school district. The Superintendent or designee may grant approval for attendance at such conferences. Teachers who wish conference attendance shall submit a written application to the Superintendent or designee which specifies the: (1) purpose of conference, (2) length and time of leave requested, (3) paid or unpaid nature of request and (4) nature of expenses to be reimbursed.

Applicants shall be informed in writing of the disposition of their request which will include a specification of the conditions upon which leave is approved, if applicable.

Section 10.7 Conference Days for CHEA

The Association shall be provided up to fifteen (15) days per year of leave with full pay and benefits. Use of leave days will be administered by the Association President and no more than two (2) individuals shall be on leave on the same day. Ten (10) school days notice will be provided to the Superintendent whenever possible.

In the event that a CHEA member is elected or appointed to a position of director/alternate director within the state teacher's union, (5) additional days per year will be added for the director to conduct union business. CHEA will reimburse the district for the cost of the substitute, if applicable, for such days.

The Association President may be provided with Association release time on a need basis for conducting Association business upon the approval of the Superintendent.

High School or Middle School Association President or Co-President(s) will not be assigned a study hall (supervisory period). Elementary Association President or Co-President(s) will have an equal amount of time granted through various scheduling methods.

Section 10.8 Adverse Weather Leave

Any teacher who, due to adverse weather, is prevented from reaching school despite making reasonable efforts to do so, may be permitted by the Superintendent to use a personal day in order to receive payment for such day. A request to use a personal day for this purpose will not be unreasonably denied.

Section 10.9 Jury Duty and Witness

Teachers required to report for jury duty shall be allowed to do so without loss of pay providing they:

1. Notify the Building Principal on the first school day following receipt of the notice.
2. If the District so requests, and the employee agrees, he will cooperate in seeking postponement of such duty.

Leaves necessary as a result of a subpoena may be granted by the Superintendent with full pay, but such leave shall not be unreasonably withheld.

Any teacher appearing in court for any reason not covered by the above will not be covered by this section.

Section 10.10 Leaves Without Pay

Teachers may apply for, and the Board may grant, absences without pay for up to one (1) full school year.

Application for leave without pay, for any reason other than that previously specified, shall be filed in writing by the teacher with the Superintendent no later than sixty (60) days prior to the effective date of his request, unless an emergency situation arises, and then the request must be made as soon as the teacher learns of the emergency. Such application shall state the reasons for the requested leave, the duration thereof, and, if an emergency, the nature of the emergency which precluded notice at an earlier date. If approved by the Superintendent, the application shall be granted only if final approval is granted by the Board of Education. If the teacher wishes to return after the termination date of the leave, or at any time during the period of leave, he will be permitted to return as nearly as practicable to the same job.

- (a) No request for a leave shall exceed one (1) year in duration, unless otherwise permitted by the Board of Education.
- (b) In the event that an extension of the period of leave is sought, such must be presented to the Board of Education no later than thirty (30) days prior to the expiration date of the original leave. The extension shall be subject to Board approval.
- (c) The Board may review the request for leave at the end of one (1) year or the termination date of the original request, whichever comes first, and periodically thereafter to determine if a continued leave of absence is justified.
- (d) If a request is made under subsection (b), the leave of absence will be automatically extended until such time as the Board reaches a decision. Upon reaching a decision, the Board shall notify the teacher, in writing, whether an extension has been granted and if so, its duration. In the event that an extension is denied, the Board shall immediately notify the teacher, in writing, who then has thirty (30) working days from the date of the letter to either return to work or be terminated without further notice or a hearing.

Section 10.11 FMLA Leave

FMLA leave shall run concurrently with any other contractual leave entitlement.

ARTICLE 11

Section 11.1 Work Load

The Board shall make every effort to minimize the preparation work load for teachers, recognizing, however, that in some disciplines, particularly language, there may be exceptions.

In the event the District uses an eight (8) period day, the assignment for middle school (including 6th grade) and high school teachers shall generally consist of five (5) teaching periods, one (1) period of supervisory assignments, one (1) duty free planning period and one (1) period of assigned activities, which shall not include student contact with more than ten students during any such period for more than 50% of the working days in any school year, unless the teacher volunteers for the same. When the need arises teachers at the secondary level or elementary level specialty area (physical education, music, art, library) may be assigned a sixth (6th) teaching period. Any secondary teacher assigned a sixth (6th) teaching period shall have two (2) duty-free planning periods per day, of which up to two (2) such periods per week may, at the District's discretion, be used for team meetings.

Under no circumstances can teachers at the secondary level or elementary level specialty area (physical education, music, art, library) be assigned or volunteer for more than six (6) teaching periods per day.

The District agrees not to use the assignment of six (6) teaching classes as a vehicle to reduce staff.

There will be no reduction of teaching positions K-12 directly related to the implementation of block scheduling.

All secondary level teachers shall be available for an additional assignment of up to 45 minutes per week, after the regular work day, for up to 20 weeks per school year for duties related to academic achievement. If a secondary teacher is so assigned by the District, then the teacher shall not be required to have student contact during the one (1) period of assigned activities.

Section 11.2 Subcontracting

It is agreed between the parties that the school district shall not deny employment to a teacher by allowing an outside, certified teacher or college instructor to teach on a regularly scheduled basis in lieu of the regularly employed certified teacher.

Section 11.3 Teacher Evaluation

See Appendix F.

Section 11.4 Student Teachers

Student teachers or interns shall only be assigned to teachers on a voluntary basis. Such assignments will not be made to non-tenured teachers unless the principal and the Association president agree.

Section 11.5 Teacher Aides and Assistants

The Board will not replace any teacher with a Teacher Aide or Teacher Assistant.

Section 11.6 Block Schedule Provisions

Teachers shall not be scheduled with students for more than 28 out of 36 periods in a 6 day 6 period block schedule cycle. Twenty-four of the 28 periods may be used as primary instruction, while the remaining four may be used as supervisory/activity periods. For the supervisory/activity periods that occur beyond the 24 primary instruction periods, lesson plans will not be required to be submitted. Supervisory/activity periods may include, but are not limited to ACE, ACES, AIS, Bus Duty, Co-Teaching Planning, Hall Duty, ISS Coverage, Library Coverage, Lunch Duty, Office Support, Study Hall, SSR, and/or Team/Departmental/DDI meetings. Additional supervisory/activity periods may be added in consultation with the Association. In the event of block scheduling, every effort shall be made to distribute classes and supervisory/activity periods (as defined above) to teachers in an equitable manner.

ARTICLE 12

Section 12.1 Extra Assignments

There shall be no more than three (3) evening assignments during any one academic year. Activities covered under Article 4 do not apply.

Section 12.2 Parent-Teacher Conferences

On days when evening “parent-teacher conferences” are scheduled in the building, students shall have no more than half a day of attendance.

Section 12.3 Conference Preparation

On days when evening Parent-Teacher Conferences are scheduled, teachers will be free to professionally prepare for their conferences. All staff will report no later than 15 minutes

prior to their first conference.

ARTICLE 13

Section 13.1 Vacancies and Bid

Notice of any vacancies for Director, Supervisor, Administrator or any position will be e- mailed to each CHEA member two (2) days prior to seeking external candidates.

ARTICLE 14

Section 14.1 Teachers' Personal Files

There shall be one (1) official personal file for each teacher. Such file shall be kept in the Superintendent's office.

Upon request to the Superintendent, a teacher may inspect and copy his personal file, except for confidential recommendations. No derogatory material shall be placed in a teacher's file without his knowledge, and he shall be given an opportunity to submit a written response which shall be attached thereto.

ARTICLE 15

Section 15.1 Building Evacuation

If any building is evacuated, in whole or in part, by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument, no teacher shall be required to participate in any search for such lethal or destructive instrument.

ARTICLE 16

Section 16.1 Personal Injury Benefits

Whenever a teacher is absent from his employment and is unable to perform his duties as a result of a personal injury caused by an accident or assault occurring in the course of his employment and is receiving Worker's Compensation Benefits, he shall be paid his full salary for ninety (90) days and assign the Worker's Compensation Benefits to the Board. However, the teacher shall retain any sum received from the Compensation Carrier for a scheduled loss or lump settlement.

Teachers will be reimbursed on a pro-rata basis, any sick days deducted from their accumulation prior to the assignment of Worker's Compensation Benefits mentioned above.

Such reimbursement of sick days shall be made following the reimbursement of the benefits to the District.

Section 16.2 Unusual Incident Reports

The District shall advise all building teachers of students who have received unusual incident report(s) in a timely fashion, to the extent practicable. It shall be the responsibility of the teacher to review the unusual incident report(s) in the counseling center.

ARTICLE 17

Section 17.1 Sabbatical Leave Eligibility

Faculty members of the Cleveland Hill School District (Cleveland Hill Union Free School District at Cheektowaga) certified and currently on tenure, who have completed seven (7) years service in the Cleveland Hill School System, will be eligible for sabbatical leave.

Sabbatical leave will be made available annually at the rate of three percent (3%) of the professional staff, calculated to the nearest whole number with .5 or greater to be raised the next higher number. This leave will be granted at the Board's discretion; however, such granting will not be unreasonably withheld.

Sabbatical leaves shall be granted for one (1) year.

Section 17.2 Applications

Each applicant for leave shall file an application, in triplicate, with the applicant's Building Principal, who shall be responsible for forwarding two (2) copies to the Superintendent. As a matter of form, the application shall contain:

- (a) a statement of purpose and relevance to the applicant's teaching field, and
- (b) a specifically outlined program to be followed during the leave.

Application blanks may be obtained from the Building Principal and must be filed with him by February 1st. Failure to file by this date shall forfeit an applicant's right to be considered for that year. In cases where further clarification is requested, the application must be resubmitted no later than March 1st.

Applications shall be promptly reviewed by the respective Building Principals no later than February 15th.

Recommendations of each Principal will be submitted to the Superintendent for review with him as a reviewing committee of four (4).

Candidates whose applications are approved or disapproved shall be notified in writing of the Superintendent's recommendations subject to final Board action no later than March 15th.

The list of candidates so selected for sabbatical leave will be submitted by the Superintendent, together with the recommendations of the reviewing committee, to the Board of Education for final action no later than the first Board meeting of April.

Section 17.3 Provisions

Applications for leaves of study must include the name of the institution of which the individual plans to study and the course to be pursued. Such study shall be related to the applicant's professional position or proposed growth.

Applications for leaves for education travel or experience must include the specific educational objectives in direct relation to their field of endeavor.

Worthiness of purpose and seniority are the decisive considerations in the choice of candidates. Special consideration should be made where time limits are set in the granting of fellowships, scholarships, and other similar awards. Other factors to be considered are representation of the various levels and fields of teaching with the consideration of not weakening a department or grade level of teacher. It is expected that the personal and professional integrity of the individual will assure his return to the school system which has enabled him to enjoy the benefits of a sabbatical. It shall be a condition of the granting of sabbatical leave that a teacher granted the leave shall not voluntarily leave the school system for a period of two (2) years following the expiration of such leave.

Teachers granted a sabbatical leave will therefore be required to sign an agreement stipulating that:

- (a) The salary paid while the teacher is on leave will be repaid by the teacher in the event that the teacher does not return to the service of the school system upon completion of the period of the leave as provided in Section 2 below.
- (b) In the event that the teacher resigns within two (2) years after the termination of the sabbatical leave, the teacher shall repay the salary so paid by the District during the period of the sabbatical on a pro rata basis depending upon the portion of the two (2) years remaining at the time of resignation.
- (c) The repayment of salary required under this section will be waived by the Board of Education in the event of a disability retirement or other resignation due to reasons of health rendering the teacher physically or mentally incapable of performing the duties of his position.

A five (5) year period must elapse before a teacher will be considered for another sabbatical leave.

Section 17.4 Sabbatical Leave Salary

During the time of sabbatical leave, the recipient of the leave shall receive one-half (½) salary for the full year's leave. The District will pay one-half of all benefits as noted in the contract, except for life insurance which will be covered at 100% of its premium.

Every effort will be made to guarantee insurance coverage for sabbatical leave recipients who are the sole carriers of insurance coverage. Regular paychecks are to be mailed to sabbatical recipients.

Individuals shall be placed on the appropriate salary step upon returning to the Cleveland Hill School System. There shall be no loss of increments. Credit shall be given for one (1) service step during the term of the sabbatical leave.

Courses taken during the sabbatical leave will be counted in salary scale placement for the next year.

Teachers on sabbatical leaves shall not accrue additional sick or personal leave allotments resulting from their period of leave.

ARTICLE 18

Section 18.1 Grievance Procedure

A grievance is a claim by a teacher or group of teachers that a specific provision of this Agreement has been violated.

No alleged grievance shall be entertained and shall be deemed waived unless presented at the first available stage within ten (10) school days after the aggrieved party knew or should have known of the act and conditions on which the alleged grievance is based.

Step 1 - Any teacher having a grievance will discuss it with his Building Principal, directly or through a representative of the Association, with the view of settling the grievance informally.

Step 2 - If the grievance is not resolved informally, it may be reduced to writing within five (5) school days and submitted (by the Association) to the Superintendent, who shall render his/her decision within five (5) school days.

Step 3 - If the grievance is not resolved within five (5) school days, it shall be submitted to the Board for resolution at its next meeting.

Step 4 - If the grievance is not resolved by the Board, at its next regular meeting or within ten (10) school days thereafter, the Association may, within fifteen (15) school days, submit the grievance to binding arbitration.

The Association shall have the right to initiate a class grievance at Step 2.

A grievance form shall be prepared by the Association and the District and used for all grievances.

Except for informal grievance answers, all grievance answers shall be in writing at each step of the grievance procedure, and shall state the reasons therefore. Each grievance answer shall be promptly transmitted to the teacher and the Association.

The preparation and processing of grievances may be conducted during the hours of employment. All reasonable effort shall be made to avoid interruption of the normal work schedule, but in no event shall such preparation and processing interfere with a teacher's completing his assigned or usual tasks.

The parties to this agreement agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the grievance.

All grievances shall be processed as rapidly as possible and every effort will be made by all parties to expedite the process. Time limits specified for either party may be extended only by mutual agreement.

Section 18.2 Binding Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. As a condition precedent to an arbitration, the Association shall file a Demand to Arbitrate form pursuant to the Voluntary Rules of Labor Arbitration as set by the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association in both the selection of the arbitrator and the arbitration. The arbitration proceeding shall be governed by the voluntary labor arbitration rules of the AAA to the extent that such rules do not conflict with this agreement.

The arbitrator shall have authority only to interpret, apply or determine compliance with the provisions of this Agreement. The arbitrator shall have no authority to add to, detract from or amend in any way the provisions of this Agreement.

The decision of the arbitrator shall be binding on the parties. The arbitrator's decision and award shall be issued within thirty (30) calendar days after the hearing is

closed by the arbitrator.

The cost for the services of the arbitrator, including expenses if any, shall be borne equally by the Board and the Association.

If a grievance is appealed to arbitration by the Association pursuant to this agreement, such appeal shall constitute a waiver by the grievant and the Association of all rights to bring the identical claim before any Administrative agency (including the Commissioner of Education) or Court for decision other than to move to stay, vacate or confirm an arbitration.

Unless otherwise agreed in writing, each contract grievance must be appealed to arbitration in a separate arbitration proceeding.

Section 18.3 Association Representation

All parties to the grievance shall have the right at all stages of a grievance to be represented by an Association representative of their choice, and at all stages after stage one, shall have the following rights: To confront and cross examine all witnesses called; to testify and call witnesses on his own behalf and to be furnished a copy of the minutes of the proceedings which may be made.

Section 18.4 Non-Interference

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by either the Board or the Association against a teacher aggrieved, his Association representative, any agent of the District or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

ARTICLE 19

Section 19.1 Accredited Schools

Degrees or graduate hours received from any school not accredited on one of the Associations listed below will not be accepted after June 20, 1973. New England Associations of Colleges and Secondary Schools, Middle States Association of Colleges and Secondary Schools, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, Northwest Association of Secondary and Higher Schools, and Western Association of Schools and Colleges.

Degrees received outside the United States will be reviewed by the Administration and will be accepted if the administration finds it to be as equally accredited as those designated for the United States.

ARTICLE 20

Section 20.1 Work Year

The teacher work year shall commence no sooner than September 1 and terminate no later than June 30. The number of teacher work days shall not exceed those stated in the adopted school calendar.

Notwithstanding the above, in any year in which Labor Day falls on or before September 4th, the work year may begin on the Wednesday before Labor Day. In such years, the Friday before Labor Day shall not be a teacher workday.

In the event the adopted school calendar exceeds 188 teacher work days, teachers will not be required to work more than 188 days. Days lost to emergency closing shall not be rescheduled except to meet minimum requirements for state aid.

The last scheduled work day shall be a half ($\frac{1}{2}$) day of teacher attendance with the exception of the Graduation Committee members who will be compensated one (1) full day at another time to be mutually agreed upon or Thirty-Five Dollars (\$35).

Up to two (2) days without instructional duties for the purpose of fulfilling IEP duties will be provided to Special Education teachers, upon their request.

Requests shall be submitted to the appropriate District personnel at least three (3) days prior to the day or days requested. Classroom teachers shall be given release time to actively participate in IEP planning. Those teachers in the Consultant Teacher Program should be given an proportional share of time to prepare IEPs.

Section 20.2 Teacher Work Day

The District and the Association agree that a teacher's responsibility to his or her students and his or her profession generally entail the performance of duties and the expenditure of time beyond the scheduled 7 and $\frac{1}{4}$ hour work day. In this regard teachers will be required to work 15 hours ("activity hours") per school year outside of the regular school day without student contact. No more than one activity hour shall be scheduled in December and June. No more than two activity hours shall be scheduled in any other month. Teachers shall receive an agenda for each activity hour at least five (5) days in advance. Activity hours may not be scheduled in blocks of more than one hour. It is understood that a department/team may decide to exceed this limit with prior collaboration with and approval of the building principal. The activities to be accomplished during such time shall be determined as follows:

At least ten (10) of these activity hours shall be used for professional development

activities. These hours shall be scheduled and planned in a cooperative effort between the building principal and the Curriculum Leaders of the building, and implemented with the principal's final approval. Such meetings shall normally occur on the first or second Tuesday of the month but buildings may exercise flexibility in planning these hours as individual buildings, grade levels, teams, departments and appropriate groupings may be scheduled individually.

No more than five (5) of these activity hours shall be used for District-determined activities. The District shall engage in a collaborative approach in determining and scheduling the activities to be implemented for such hours by eliciting input and comment from the Professional Development Committee consisting of Curriculum Leaders and administrators.

The District shall provide a proposed schedule including all district and building meetings for the use of such activity hours to the CHEA on or before July 15th, preceding each school year for the CHEA's review and input. The final schedule shall be provided to the membership by August 1st preceding each school year. The activity schedule may be modified if a reasonable basis exists for such modification. The District shall give at least seven school days' notice prior to any change of the above-mentioned scheduled activities.

All full-time teachers shall be entitled to a minimum thirty (30) minute duty free lunch period each day and a duty free planning period equal to the normal class period (approximately 40 minutes), on the average of one per day. The District will wherever possible provide continuous planning for special area teachers. Shortened periods on days of religious instructions, assembly programs or early dismissal, etc., shall be considered "normal class periods" on those days.

At the elementary level the parties agree to meet to investigate and recommend changes to the elementary school day to better meet the needs of teachers to engage in cooperative planning and preparation. Any recommendations forthcoming from this process are subject to the approval of the Board of Education and shall not infringe on or conflict with the terms of the collective bargaining agreement.

Section 20.3 Notice of Teaching Assignment

The District will make every reasonable effort to notify teachers of their expected teaching assignment for the following year by May 1st of each year. In the event the determined teaching assignment changes, the district will immediately notify the teacher of the change.

Section 20.4 Extra Assignment

The District agrees to compensate any teacher who completes an extra assignment as a substitute teacher for an instructional period at the rate of \$25.00/per period. A teacher's acceptance to teach an additional instructional period shall be approved by the Building Principal and shall take place during the teacher's free period.

ARTICLE 21

Section 21.1 Class Size

The Association shall alert the Superintendent as to what it believes are major problems of excessive class size and the Board shall consider this concern at its next regularly scheduled Board meeting. When mainstreaming handicapped students into regular classrooms, every effort will be made to keep the class size to a minimum.

Section 21.2 Student Half Days

The last three (3) days of student attendance in June shall be half days for students in grades Pre-K through 5.

ARTICLE 22

Section 22.1 Rights of Excessed Employees

1. The Board shall continue the employee's hospitalization coverage at no cost for 60 days from the time in which the employee is excessed.

Thereafter, the employee may continue his hospitalization at the group rate by assuming all costs involved.

2. Excessed employees who apply shall be given preference for substitute teaching assignments. In the case of substitute assignments, of five (5) months or more in duration, teachers on the preferred eligibility list (PEL) shall be reinstated pursuant to Education Law 3013(3)(b).
3. Excessed employees who are certified to teach in an area other than that from which they were excessed shall be given preference in hiring over any outside applicant, in order of seniority within the District.
4. Upon receipt of a written request from the President of the Association, the District shall furnish said President a copy of the latest up-to-date seniority list covering all members of the bargaining unit.

ARTICLE 23

Section 23.1 Part-Time Teachers

1. All benefits of this Agreement shall be available to teachers working in less than a full-time capacity. Benefits shall be afforded on a pro-rata basis depending on the proportion of time worked except that benefit of Section 8.1 - Group Life Insurance shall be provided in full.

2. Part time teachers will be guaranteed a preparation time based on the percentage of time or hours worked.

3. The District will pay part-time teachers on the basis of the number of their assignments (in classroom or study hall) divided by the total number of possible assignments (6) and rounding the quotient to the nearest hundredth, stating the result as a percentage of pay the particular teacher would receive if full-time. (For example, a part-time teacher assigned three classes and one study hall would receive 67% of his/her full-time rate: $4/6 = .666 = .67 = 67%$; a part-time teacher assigned four classes and one study hall would be paid 83% of his/her full-time rate: $5/6 = .833 = .83 = 83%$.)

4. Part-time teachers hired on or after 7/1/17 who are less than .75 FTE and who participate in the district's health insurance shall be responsible for premium payments as follows:

Single coverage:	15%
Employee and Child:	25%
Employee and Spouse:	25%
Family:	25%

ARTICLE 24

Section 24.1 Retirement Incentive

An Eligible Employee shall be defined as an employee who satisfies the following conditions:

- a) The employee officially retires from the District into the applicable New York State retirement system and collects pension benefits within two (2) years of the date on which the employee is first eligible to retire without penalty; and
- b) The employee has a minimum of ten (10) school years of full-time CHEA service, or its

equivalent, without any break in District employment, immediately preceding the time of retirement from the District; and

- c) The employee's retirement date from the District is (i) either July 1st or January 31st during the employee's first school year of eligibility to retire without penalty, (ii) July 1st during the employee's second school year of eligibility to retire without penalty, or (iii) within ten (10) calendar days of the date the employee receives official notice of a change of assignment of more than 50%.

An Eligible Employee shall be entitled to a retirement incentive using the following formula:

\$150 per accumulated sick/personal days to a maximum of 250 days and

\$525 per year of service with the Cleveland Hill Union Free School District

Health Insurance Benefit: For Eligible Employees covered by a District provided health insurance plan one month prior to the date on which retirement occurs, the District will pay, beginning on the first of the month immediately following the date which retirement occurs, and subject to the limitations otherwise set forth in this paragraph, 100% of the premium cost for the Eligible Employee's group medical insurance coverage, which the Eligible Employee may select from the base coverage(s) available to the District's active teachers (either single, family, employee-spouse or employee-children plan) under the collective negotiations agreement between the District and the Association, and any successor thereto. The District shall apply the amount calculated pursuant to the formula above to pay for such coverage until such amount is exhausted, at which time the District's responsibility to contribute to the cost of such coverage shall terminate in all respects.

Payment Benefit: For any Eligible Employee not covered by a District provided health insurance plan one month prior to the date on which retirement occurs, the District agrees to make a non-elective employer contribution in the amount determined pursuant to the formula above in a single installment paid within 60 days of date of retirement. Such payment will be remitted to an Internal Revenue Code ("Code") Section 403(b) annuity contract or custodial account made available to receive non- elective contributions under the terms of the District's Code Section 403(b) Plan (the "403(b) Plan"). If more than one Code Section 403(b) annuity contract or custodial account is available under the 403(b) Plan to receive non-elective contributions, the non-elective contributions will be remitted to the Code Section 403(b) annuity contract or custodial account of the Eligible Employee's choice.

- a. In any applicable year, the non-elective contribution under this paragraph may not cause an Eligible Employee's Code Section 403(b) account to exceed the applicable contribution limit under Code Section 415(c)(1) (the "Contribution Limit"). If the non-elective contribution exceeds the Contribution Limit, the District will first make a non-elective contribution up to the Contribution Limit. To the extent the non-elective contribution exceeds the Contribution Limit, the excess shall be contributed to the Eligible Employee's Code Section 403(b) account within 60 days of date of retirement as a non-elective contribution (which contribution also may not exceed the Contribution Limit), and by not later than 60 days of date of retirement of each subsequent year for up to five years after the year of the Eligible Employee's resignation, until such time as the non-elective contribution determined in paragraph 2 is fully deposited into the Eligible Employee's Code Section 403(b) account. In no event will the District be obligated to remit non-elective contributions to the 403(b) Plan that exceed the Contribution Limit. If an Eligible Employee dies before the District has remitted the full amount of the non-elective contribution as specified herein, the District's obligation to remit non-elective contributions to the 403(b) Plan on the unit member's behalf will cease.
- b. No Eligible Employee shall have right to elect to be paid this incentive in cash.
- c. For purposes of Eligible Employees who are Tier 1 members with membership dates prior to June 17, 1971, the employer non-elective contribution will be reported as non-regular compensation to the New York State Teachers Retirement System, or as may otherwise be prescribed by applicable guidance published by the New York State Teachers Retirement System.

If the Eligible Employee dies and is survived by a spouse while receiving the health insurance pursuant to this Agreement and some of the incentive amount remains unpaid at the time of the Eligible Employee's death, the coverage will be continued for the spouse for the remaining term of the incentive, provided such coverage is permissible under the rules of the insurance carrier. This Program does not inure to the benefit of a family member or other beneficiary of an Eligible Employee, other than a surviving spouse.

An Eligible Employee or surviving spouse receiving an incentive under this Agreement may, not more than once during the District's fiscal year, request the District in writing to inform the Eligible Employee or surviving spouse of the balance of the incentive that remains to be paid. The District shall inform the Eligible Employee or surviving spouse in writing as soon as practicable after the request has been made.

An Eligible Employee or surviving spouse receiving an incentive under this

Agreement shall have an obligation to inform the District of the address to which the District should send communications. The District will not be responsible for the loss of communication if it is sent to the last address given by the Eligible Employee or surviving spouse.

The employee must give irrevocable notice of his/her resignation for the purpose of retirement (a) March 1st for a retirement date of July 1st, or (b) October 1st for a retirement date of January 31st.

Sick leave accrual and personal leave accrual in a final school year of employment will be pro-rated for any Association member who receives the benefit established by this section and who does not complete the school year.

This benefit is in lieu of the sick leave redemption benefit established in Section 4.2 herein. An employee who is ineligible for or who does not participate in this incentive shall remain eligible for the sick leave redemption set forth in Section 4.2.

Section 24.2 Non-Discrimination

- (a) The District shall not discriminate against employees in violation of applicable state or federal law.
- (b) Nothing in this agreement shall conflict with the responsibilities of the parties under the Americans With Disabilities Act. The District and the Association agree to notify each other should an employee request assistance or accommodation relative to Americans With Disabilities Act from one or the other. The Association and the District will jointly address the issue of accommodation.
- (c) Appeal process - The employee has the right to appeal the implementation of this subsection. Such appeal may be made through the Equal Employment Opportunities Commission or the grievance/arbitration process as defined in subsection D.
- (d) All instances of alleged discrimination shall be reported, in writing, using the current District/CHEA grievance form and primary investigations. It shall be the intention of all parties - District, CHEA and bargaining unit members - to resolve all alleged instances of discrimination as quickly as possible, and at the lowest administrative level.

- (e) Employees who allege that they have been discriminated against shall bring such claim to the District's attention as soon as it is known. Such claim shall be made in writing on the grievance form. A copy of such form shall be given to the Superintendent and to the Union. Every effort shall be made by all parties to cooperate in the investigation of any such complaint, and to expedite same. Where resolution of any claim of discrimination is not possible, the District, the Union and each bargaining unit member, subject to the terms of this agreement, may agree to utilize binding arbitration as the means to resolving such dispute. Arbitration shall be administered by the American Arbitration Association (AAA), pursuant to its procedures adopted for the arbitration of cases alleging discrimination under New York State and federal laws. The costs of the AAA and the arbitrator shall be shared equally by the District and the Union.

Section 24.3 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Section 24.4 Right to Association Representative

If requested by a teacher or an administrator, an Association representative will be entitled to be in attendance at a meeting called by any administrator for the purpose of:

1. advising that teacher of disciplinary action to be taken against the teacher;
2. issuing a written reprimand;
3. advising that teacher of an administrator's recommendation to suspend or discharge the teacher; or
4. reviewing disciplinary action taken or to be taken against the teacher.

This paragraph shall not be applicable to observation and evaluation processes and does not affect the administrator's right to issue disciplinary action.

ARTICLE 25

Section 25.1 Management Rights

Except as expressly limited by other provisions of this Agreement, all the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited

to the right to determine the mission, purposes, objectives and policies of the District; to determine the facilities, methods, means and number of personnel for the conduct of District programs; to select, recruit, hire, appraise, train, retain, promote, assign or transfer employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each position, to classify or reclassify, and allocate or reallocate new or existing positions; and to discipline or discharge employees in accordance with the law and provisions of this Agreement.

The parties agree that any use of non-bargaining unit personnel in the areas of Credit Recovery and/or Distance Learning shall not directly lead to the layoff of an existing unit member, and shall not be considered to represent the surrender of CHEA exclusivity over any exclusive unit work.

ARTICLE 26

Section 26.1 Entire Agreement

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

ARTICLE 27

Section 27.1 Duration

This Agreement shall become effective on the 1st day of July, 2017, and continue in full force and effect until midnight, June 30, 2020. Either party may give notice to the other of its intentions to commence negotiations for the succeeding year between January 1 and January 15, 2020. The parties shall meet no later than fifteen (15) days after such notice.

IN WITNESS WHEREOF, the parties set their hands this _____ day of October 2017.

Superintendent
CLEVELAND HILL SCHOOL DISTRICT

President,
CLEVELAND HILL EDUCATION ASSOCIATION

MEMORANDUM OF UNDERSTANDING

“Learning experiments” involving instructors not employed by the CLEVELAND HILL SCHOOL DISTRICT shall be presented annually to the Association for discussion prior to the commencement of such program(s). If accepted by the Association, the Association and/or the members of the bargaining unit shall waive any and all claims of a violation of the contract. The President of the Association shall notify the Superintendent of such acceptance as soon as practicable. Nothing herein shall prevent the District from implementing “learning experiments” should such acceptance not be made, or limit the rights of the individuals or the Association.

MEMORANDUM OF UNDERSTANDING

The District and the Association through their representatives shall meet and discuss the concerns of the professional staff and the impact of the decision to implement a middle school concept within the CLEVELAND HILL SCHOOL SYSTEM. The discussions, concerns and suggestions of these representatives shall be presented to the Superintendent or his designee on a regular basis.

MEMORANDUM OF UNDERSTANDING — EDUCATION REFORM INITIATIVE

The District and the Association acknowledge the emergence of the process of site-based management and involvement of professional staff in the planning and implementation of programs, activities and the discussion of common education concerns.

They jointly desire to foster and encourage this process. To this end, they will investigate any training programs or conferences that address this process.

Committees may be formed to work at the building level or district level depending on the area of concern. All committees are formed with the approval of the Superintendent and in cooperation with the Cleveland Hill Education Association.

The procedure for committee formation will be jointly developed.

**APPENDIX A Cleveland Hill UFSD
Teacher Association Salary Schedule**

Step	2017-2018	2018-2019	2019-2020
B1	37000	37370	37555
B2	37500	37875	38063
B3	38250	38633	38824
B4	39000	39390	39585
B5	39750	40148	40347
M1	40500	40905	41108
M2	41103	41514	41720
M3	41936	42355	42565
M4	42970	43400	43615
M5	43650	44087	44305
M6	44836	45284	45509
M7	46296	46759	46991
M8	47915	48394	48634
M9	49934	50433	50683
M10	51698	52215	52474
M11	53664	54201	54469
M12	56000	56560	56840
M13	57000	57570	57855
M14	58500	59085	59378
M15	62100	62721	63032
M16	64500	65145	65468
M17	66100	66761	67092
M18	67000	67670	68006
M19	68300	68983	69325
M20	71000	71710	72066
M21	73000	73730	74096
M22	75346	76099	76477
M23	80000	80800	81201
M24	89649	91218	92586

Step Placement

1. If a teacher moves from either step 1, step 2, step 3 or step 4 of the Bachelors schedule to the Masters schedule, the teacher will be placed on the same numerical step on the Masters schedule that the teacher held on the Bachelors Schedule immediately prior to the move- For instance, if during a school year a teacher is on step 4 of the Bachelors schedule, and the teacher is qualified to move to the Masters schedule, the teacher will be placed on step 4 of the Masters Schedule.

2. If a teacher moves from step 5 of the Bachelors schedule to the Masters schedule, the teacher will be placed on Step 5 of the Masters schedule. The teacher will also receive credit for each additional school year that the teacher spent on step 5 of the Bachelors schedule beyond the first school year on that step. For instance, if a teacher spent 4 years on step 5 of the Bachelors schedule, and then during a school year the teacher qualified to move to the Masters schedule, the teacher would be placed on step 8 of the Masters schedule.

3. In addition to initial placement on the Masters schedule as described above, any teacher who moves from the Bachelors schedule to the Masters schedule shall be entitled to movement on step as provided in Section 4.1 of the Contract. For example, if a teacher moves from Bachelors schedule step 4 to Masters schedule step 4 during the school year, the teacher may be entitled to move to Masters schedule step 5 the following school year if the teacher otherwise satisfied the requirement of Section 4.1 of the Contract.

Graduate Hours

Base salary will be increased for education graduate hours earned beyond the master's degree while employed by the District (and for in-service time while employed by the District consistent with the District's current practice) at \$60.00/hour for each block of 9 hours up to 90 hours (\$5,400 max). The salary adjustment will be made as soon as practicable following the submission of required documentation, which must be received by the District no later than October 1st for purposes of an adjustment during the first semester, or no later than February 1st for an adjustment during the second semester. The adjustment shall be retroactive to the start of the semester during which the documentation is submitted. Additional compensation will no longer be paid for an earned doctorate degree. Graduate hours that are submitted for graduate hour compensation must receive prior administrative approval.

APPENDIX B

Position	Stipend
Head Football- Varsity	6195
Ass't Football - Varsity	4628
Head Football - JV	4449
Ass't Football - JV	4279
Head Football - Modified	3648
Ass't Football - Modified	3400
Girls Varsity Volleytyball	4310
Girls JV Volleyball	3332
Girls Modified Volleyball	3230
Cross Country Boys/Girls	4030
Girls Swimming	4603
Girls Ass't Swimming	3201
Girls 2nd Assistant	2441
Varsity Cheerleading - Fall	2388
Modified cheerleading - Fall	1840
Head Boys Basketball	6190
JV Boys Basketball	4441
Boys Modified Basketball	3669
Head Girls Basketball	6190
JV Girls Basketball	4441
Girls Modified Basketball	3669
Boys Swimming	5473
Boys Ass't Swimming	3846
Boys 2nd Assistant	2928
Bowling - Boys/Girls	3367
Varsity Cheerleading - Winter	2450
Modified Cheerleading - Winter	1884
Boys Head Track/Field	4780
Girls Head Track/Field	4780
Ass't Track/Field - Boys	3651
Ass't Track/Field - Girls	3651
Varsity Baseball	4781
Modified Baseball	3393
Varsity Softball	4781
JV Softball	3685
Tennis	3926

APPENDIX C: CLUBS AND ACTIVITIES STIPEND SCHEDULE

Level 1	\$600
Level 2	\$800
Level 3	\$1,200
Level 4	\$1,400
Level 5	Varies

Level 1	Stipend
ES Art Club	600
ES Math Fact Club	600
ES Math Olympics	600
ES Readers Theater	600
ES Science Club	600
ES Yearbook	600
MS Coding Club	600
MS Stage Crew	600
HS GSA	600
HS Stage Crew	600
NYSSMA MS Instrumental	600
NYSSMA MS Vocal	600
NYSSMA Elementary*	600
Level 2	Stipend
ES Environmental Club	800
ES Student Council	800
MS Academic Challenge Bowl	800
MS Environmental Club	800
MS Future Cities	800
MS Respect Club	800
HS Environmental Club	800
HS Tech Club	800
Freshman Class Advisor	800
Sophomore Class Advisor	800

Level 3	Stipend
MS Jazz Band	1200
MS Yearbook	1200
Eagle Entertainers	1200
HS Masterminds	1200
Junior Class Advisor	1200
HS Yearbook Business	1200
Level 4	Stipend
HS National Honor Society	1400
MS National Junior Honor Society	1400
Senior Class Advisor	1400
HS Jazz Band	1400
NYSSMA HS Instrumental	1400
NYSSMA HS Vocal	1400
HS Yearbook Creative	1400
Level 5	Stipend
ES TV News	1500
MS Student Council	1500
HS Student Council	2000
Musical Director	3300
Musical Producer	1200
Musical Choreographer	1200
Musical Vocal Director	1200
Musical Pit Director	2000
Musical Costumes	1000
Musical Tech Director	800

It is understood that teachers are not required to serve in the capacity as a class advisor form more than one (1) year. An advisor who completes all four years as advisor to a class will receive an additional stipend at the conclusion of all senior year duties and activities. The stipend will be 15% of all four stipends (freshman, sophomore, junior and senior advisor).

Detention will be posted as an "After School Supervision" and shall be compensated at the "Afternoon" rate set forth in Appendix E, \$34.56.

APPENDIX D: INTRAMURALS STIPEND SCHEDULE

<u>CLUBS</u>	<u>UNITS</u>	<u>RATE</u>	<u>\$ STIPEND</u>
TOUCH FOOTBALL MS	10	44.05	\$ 440.50
GROUP GAMES HS	10	44.05	\$ 440.50
BASKETBALL MS	10	44.05	\$ 440.50
WEIGHTLIFTING	10	44.05	\$ 440.50
HS GIRLS' WEIGHT TRAINING	10	44.05	\$ 440.50
HS RACKET SPORTS BOYS/GIRLS	10	44.05	\$ 440.50
ELEMENTARY BOYS ELEMENTARY	10	44.05	\$ 440.50
BOYS ELEMENTARY GIRLS	10	44.05	\$ 440.50
ELEMENTARY GIRLS	10	44.05	\$ 440.50
MS AQUATICS BOYS/GIRLS MS	10	44.05	\$ 440.50
IRON EAGLES BOYS MS IRON	10	44.05	\$ 440.50
EAGLES GIRLS MS BOYS/GIRLS	10	44.05	\$ 440.50
TRACK MS CROSS COUNTRY	10	44.05	\$ 440.50
MS BASKETBALL HS/MS	15	44.05	\$ 660.75
VOLLEYBALL	10	44.05	\$ 440.50
K-3 PE REMEDIATION ACTIVITIES	10	44.05	\$ 440.50
	10	44.05	\$ 440.50
	10	44.05	\$ 440.50

Total

185

\$ 8,149.25

APPENDIX E: SUPERVISION

<u>EXTRA-CURRICULAR ACTIVITY</u>	<u>\$ STIPENDS</u>
NIGHT EVENT	41.53
SATURDAY EVENT	41.53
LATE AFTERNOON / EVENINGS	41.53
AFTERNOON	34.56
TICKET MGR	49.76

<u>ATHLETIC EVENTS</u>	<u>STIPEND</u>
JV & Varsity Volleyball	\$55.00
JV & Varsity Basketball	
Boys and Girls Modified Basketball	
Tournaments/Swim Invitational	
Track & Field	
Football (Varsity/JV/Modified)	\$50.00
Modified Volleyball	
Swimming	
Any single game JV or Varsity (including playoffs) Volleyball/Basketball	\$50.00
Chain Crew – Football (Varsity, JV, Modified)	\$35.00

The District shall send a general e-mail once per year to notify unit members that they should send a notice to the District of their interest in any particular assignment areas. The notice form shall be mutually developed by the District and the Association.