



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **East Aurora Union Free School District and East Aurora Faculty Association (1998)**

Employer Name: **East Aurora Union Free School District**

Union: **East Aurora Faculty Association**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/04**

Number of Pages: **67**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

4898\_06302004

East Aurora Ufsd And East Aurora  
Faculty Assn



*"Educated in East Aurora today,  
to better serve the community tomorrow."*

## AGREEMENT

By and Between the

**EAST AURORA UNION FREE SCHOOL DISTRICT  
SUPERINTENDENT**

and the

**EAST AURORA FACULTY ASSOCIATION**

**RECEIVED**

NOV 24 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**Effective July 1, 1998 - June 30, 2002**

**Extended July 1, 2002 - June 30, 2004**

SD  
TA

# **PART A**

Articles Applying to Teachers and Nurses Unless Specifically  
Modified by Part B of the Agreement.

## **TABLE OF CONTENTS**

## **PAGE(S)**

### **PREAMBLE**

#### **ARTICLE 1**

#### **GENERAL PROVISIONS**

1.1	<u>Duration</u>	2
1.2	<u>Negotiations Procedures</u>	2
1.3	<u>Taylor Law Notice</u>	3
1.4	<u>Conflict with Law</u>	3
1.5	<u>Definitions</u>	3

#### **ARTICLE 2**

#### **DISTRICT-ASSOCIATION RELATIONS**

2.1	<u>Recognition</u>	4
2.2	<u>Representation at Disciplinary Meetings</u>	5
2.3	<u>Unit Member-Administration Liaison</u>	5
2.4	<u>Study Groups</u>	6
2.5	<u>Association Rights and Privileges</u>	6
2.6	<u>Unit Member Rights and Privileges</u>	6
2.7	<u>District Rights and Privileges</u>	6

#### **ARTICLE 3**

#### **COMPENSATION**

3.1	<u>Annual Salary</u>	7
3.2	<u>Co-curricular and Interscholastic Activities</u>	9
3.3	<u>Insurance</u>	10
3.4	<u>Retirement Incentive Program</u>	12
3.5	<u>Use of Personal Automobile on School Business</u>	13
3.6	<u>Individual Objections to Salary</u>	13

#### **ARTICLE 4**

#### **POSITIONS, SCHEDULES AND EVALUATIONS**

4.1	<u>Assignments and Vacancies</u>	14
4.2	<u>Substitutes</u>	15
4.3	<u>Teacher Aides</u>	15
4.4	<u>Teacher (Unit Member) Attendance</u>	15
4.5	<u>Teacher (Unit Member) Observation and Evaluation</u>	16
4.6	<u>Termination of Non-Tenured Teachers (Unit Members)</u>	17

ARTICLE 5

LEAVES OF ABSENCE

5.1	<u>General Provisions</u>	18
5.2	<u>Disability Leave</u>	19
5.3	<u>Association Leave</u>	20
5.4	<u>Sabbatical Leave</u>	20
5.5	<u>Child Care Leave</u>	21
5.6	<u>Other Unpaid Leaves</u>	21
5.7	<u>Jury Duty</u>	22
5.8	<u>Military Leave</u>	22
5.9	<u>Professional Conferences and Workshops</u>	22

ARTICLE 6

PERSONAL FOLDERS

6.1	<u>Access</u>	22
6.2	<u>Privileged Communications</u>	22

ARTICLE 7

GRIEVANCE PROCEDURE

7.1	<u>Declaration of Purpose</u>	23
7.2	<u>Definitions</u>	23
7.3	<u>Procedures</u>	23
7.4	<u>Time Limits</u>	25
7.5	<u>Stages of Grievance Procedure</u>	25

PART B

Articles Applying Specifically to Nurses  
Including Amendments from Part A.

PREAMBLE

ARTICLE 1

GENERAL PROVISIONS

1.1	<u>Duration</u>	29
1.2	<u>Provisions Applicable to Nurses</u>	29

ARTICLE 2

COMPENSATION/WORK DAY/WORK YEAR

2.1	<u>Hourly Rates</u>	29
2.2	<u>Minimum Hiring Salary</u>	30
2.3	<u>Attendance/Paid Holidays/Professional Days</u>	30
2.4	<u>Emergency Closing</u>	30
2.5	<u>Work Day/Meetings</u>	31

2.6	<u>Compensation Amendments from Part A</u>	31
2.7	<u>Health Insurance/Medical Trust</u>	31
2.8	<u>Graduate Hours/In-Service Courses</u>	31
2.9	<u>Retirement Incentive</u>	31

### ARTICLE 3

#### POSITIONS/SCHEDULES/EVALUATIONS

3.1	<u>Amendments from Part A</u>	32
3.2	<u>Observation and Evaluation</u>	32

### ARTICLE 4

#### LEAVES OF ABSENCE

4.1	<u>Amendments from Part A</u>	32
4.2	<u>Accumulated Sick Days</u>	33

### APPENDIX A                      Salary Schedules

### APPENDIX B<sub>1</sub>                      Compensation for Co-Curricular, Interscholastic and Hourly and Event Activities: July 1, 1998 – June 30, 2002

### APPENDIX B<sub>2</sub>                      Compensation for Co-Curricular, Interscholastic and Hourly and Event Activities: July 1, 2002 – June 30, 2004

### APPENDIX C                      Assignments and Obligations of Shared and Part-time Teachers

### APPENDIX D                      Grievance Form

**PART A**

**Articles Applying to Teachers and Nurses**

**Unless Specifically Modified by**

**Part B of the Agreement.**

## **PREAMBLE**

This Agreement is by and between the East Aurora Union Free School District Superintendent, hereinafter called the "District" and the East Aurora Faculty Association, hereinafter called the "Association."

## **ARTICLE I**

### **GENERAL PROVISIONS**

#### **1.1 Duration**

- 1.1.1 This Agreement is effective from July 1, 1998 - June 30, 2004, and it incorporates the entire understandings of both parties on all issues.
- 1.1.2 The parties to this Agreement further understand that this Agreement shall continue through the 30th day of June, 2004, and may be modified only by the mutual written agreement of the parties.

#### **1.2 Negotiations Procedures**

- 1.2.1 By no later than December 1 of the year prior to the termination of this contract, the Association President and the Superintendent will meet to discuss negotiations for a successor agreement. An additional Association representative shall have the right to attend this meeting. If both parties agree, negotiations will begin by not later than the second Friday in January with each party submitting a maximum of six proposals. Proposals will be described verbally in a conceptual nature or submitted in writing as determined by both parties. One of the proposals may represent all of the articles for which unit members are compensated or receive a stipend. For the purpose of this article, proposals will be defined as specific changes to or a deletion of a current article or the addition of a new article. When submitted in writing, proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract.
- 1.2.2 If either party requests to open negotiations early, and not according to the stipulations in 1.2.1, and the other party agrees, the party requesting to open will present its proposals at the first meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting, the other party will respond in the same manner. The first meeting and all necessary subsequent meetings shall be called at times mutually agreeable to both parties.
- 1.2.3 If there is not mutual agreement to begin negotiations as described in 1.2.1 or 1.2.2 of this article, then meetings for a successor agreement will begin with the exchange of written proposals on the fourth Friday in January prior to the termination of this contract.

- 1.2.4 Before the conclusion of each meeting, the time, date, and place for the next meeting shall be established by mutual consent of the spokesperson of both parties.
- 1.2.5 The parties shall submit to each other a letter of certification stating the name of its chief spokesperson and empowering said individual to act as Chief Negotiator to make, consider, alter and tentatively agree to all proposals at the negotiations table. This letter of certification shall be presented to each party prior to the first formal negotiations meeting.
- 1.2.6 All tentatively agreed upon items must be initialed by each respective spokesperson prior to the conclusion of each meeting.
- 1.2.7 Upon completion of the negotiations process, all agreements tentatively reached by the negotiating teams shall be submitted in writing to the Superintendent of Schools and the Association membership for ratification.
- 1.2.8 Any release of the Tentative Agreement reached or the contents of the Final Agreement shall be done by mutual consent of both parties.
- 1.2.9 Upon ratification, the Agreement shall be signed by the President of the East Aurora Faculty Association and the Superintendent of Schools.

**1.3 Taylor Law Notice**

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

**1.4 Conflict with Law**

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

**1.5 Definitions**

- 1.5.1 The term "unit member" is defined to include all teachers, school library media specialists, school counselors, speech therapists, school psychologists and certified school social workers employed by the District.
- 1.5.2 A "long-term substitute unit member" is defined to mean a unit member hired to take the place of a regular unit member on a leave of absence for one calendar month or more.



- 1.5.3 "Assignment" is defined to mean the building, level, subject and course taught or other defined professional responsibility.
- 1.5.4 The term "unit member" is defined to include school nurses.

## ARTICLE 2

### DISTRICT - ASSOCIATION RELATIONS

#### 2.1 Recognition

##### 2.1.1 Negotiation Unit

The District recognizes the Association as the exclusive negotiating representative for all professional personnel, excepting the Superintendent, his immediate staff and administrators. Those excepted from this unit include:

- 2.1.1.1 Assistant Superintendents
- 2.1.1.2 Administrative Assistants
- 2.1.1.3 Building Principals and Assistant Principals
- 2.1.1.4 School Lunch Manager
- 2.1.1.5 Superintendent of Buildings and Grounds
- 2.1.1.6 Director of Continuing and Community Education
- 2.1.1.7 Substitute Teachers (per diem)
- 2.1.1.8 Adult Education Teachers
- 2.1.1.9 Director of Pupil Personnel Services
- 2.1.1.10 Director of Curriculum, Instruction & Personnel
- 2.1.1.11 School Business Administrator
- 2.1.1.12 Other administrative and/or supervisory personnel

##### 2.1.2 Membership in the Association

It is recognized that membership in the Association shall not be a prerequisite for employment. Membership or non-membership shall not affect the professional duties or activities of any unit member, and that individual unit members may or may not avail themselves of the services or activities of the Association without discrimination based thereon.

##### 2.1.3 Payroll Deductions for the Association

- 2.1.3.1 Payroll deductions for the Association unitized dues (EAFA & affiliates), as well as "agency fee deduction," shall be provided by the District. In order to facilitate the foregoing, the District shall provide prompt and timely notice to the Association of personnel changes.

2.1.3.2 The District will provide payroll deduction to negotiating unit members wishing to access benefits through the NYSUT Benefit Trust Program. The District will remit payments deducted from the salary of a unit member to the NYSUT Benefit Trust upon submission of an authorization to the District signed by the said member. Such signed authorization may be discontinued at the end of its term upon written notice by the member to the District. The District will remit to the NYSUT Benefit Trust the payments deducted and will furnish the Trust and the EAFA with a list of all employees from whose salaries such deductions have been made.

2.1.3.3 It is agreed that the District will not be held responsible for errors made by the Association or unit members in submitting payroll deduction information to the District.

2.1.4 Length of Recognition

The Board of Education and the Association do hereby agree to extend the period of unchallenged representation status for the maximum authorized by law.

2.2 Representation at Disciplinary Meetings

A unit member shall have the right to have Association representation at a meeting with a principal or assistant principal before any discipline is imposed. If a unit member has reason to believe that a meeting with the Superintendent or the Director of Pupil Personnel Services will result in the imposition of discipline, the unit member will have the right to have an Association representative present. This paragraph shall not apply to meetings or conferences held solely for the purpose of unit member performance evaluation.

2.3 Unit Member-Administration Liaison

2.3.1 To promote communications among the Board of Education, the Superintendent and the Association, and to further provide an avenue to exchange ideas and concerns, meetings may be requested by said parties.

2.3.2 A committee is hereby established to examine, review and attempt to resolve complaints by either party to this Agreement not related to matters covered by this contract or Board of Education policy. The committee will consist of one Association representative from each building, the Superintendent of Schools or his designee, and one building principal. Any matters to come before this committee shall be discussed by the Association Building Representative with his building principal prior to the meeting of the committee. The Superintendent shall be notified twenty-four hours in advance of all items to be covered at any one meeting. Meetings shall be held at the request of either party within fifteen days of the receipt of such request. Permanent and cumulative records of complaints and actions taken by the Superintendent or his designees will be kept by the Superintendent and the Association.

- 2.3.3 Each building principal and the chief building representative of the Association may meet monthly to discuss any problems arising from the implementation of this contract, provided that such discussion shall in no way alter the meaning, application or interpretation of any condition of this Agreement.

## 2.4 Study Groups

- 2.4.1 The Superintendent and the Association recognize that matters affecting the quality of the educational program may require cooperative professional study. Study groups, under this Section, may be initiated by the Superintendent, by request of the Association or by individuals covered by this Agreement.
- 2.4.2 In establishing the composition of the above study groups, the Superintendent will consider the recommendation of the Association, administrators and other professional personnel who express a particular interest in the matter. The Superintendent and the Association president, or their designees, will serve on each study group. Each study group will be constituted such that at least one-half of the group will be Association members.

## 2.5 Association Rights and Privileges

As soon as adopted by the Board of Education, the Superintendent shall make available to the negotiating team of the Association the proposed budget for the next fiscal year and shall also make available such other pertinent records, data, and information of the District as may be matters of public record.

## 2.6 Unit Member Rights and Privileges

- 2.6.1 The involvement of unit members in curriculum planning through their participation in the District Curriculum Coordinator Council will be continued.
- 2.6.2 The District shall not interfere with the private lives of the unit member in any way unless their action affects their professional responsibilities.
- 2.6.3 The District and the Association agree that it is the duty and the right of each unit member to express his or her views responsibly and constructively on matters relating to learning in the public school system.

## 2.7 District Rights and Privileges

- 2.7.1 Except as otherwise provided by any provision of this Agreement, the Board maintains its right to exercise its management prerogatives in accordance with regulations of the Commissioner and the Education Laws of New York State.
- 2.7.2 Unit members shall not use their classroom forums to exert influence on the District.

## ARTICLE 3

### COMPENSATION

#### 3.1 Annual Salary

- 3.1.1 Unit members will be placed on the salary schedule at a point which reflects their total years of service to the East Aurora Union Free School District plus any prior service credit which may be granted by the District. (This modification shall not operate to the detriment of any employee in the District as of July 10, 1977.) Graduate hours and approved in-service credit hours (15 clock hours of a single course equals 1 in-service credit) will be paid in blocks of 3 hours at the rate of \$135 per block of hours earned. The salary schedules for the duration of the Agreement are set forth as Appendix A.
- 3.1.2 For those individuals who have earned additional Masters and/or Doctorate Degrees or who were enrolled in an accredited college or university in a program for such additional
- 3.1.3 Masters or Doctorate Degree, on or before July 1, 1975, payment for such additional degrees shall be \$1,163. Thereafter, there shall be payment for only one Masters Degree in the sum of \$1,289 to unit members enrolled or enrolling in a program after July 1, 1975.
- 3.1.3 Summer school unit members will be paid at the hourly rate of \$24.80.
- 3.1.4 If, in the final school year of professional service of a unit member, the member submits to the District a letter of resignation for the purpose of retirement at least ninety calendar days prior to the effective date of the retirement, he will be paid compensation in recognition for past services rendered to the District, amounting to fifteen percent (15%) of the number of unused sick days he has accumulated (not to exceed 250) times 1/200th of his basic annual salary, but not less than 1/20th of his basic annual salary. Such compensation for a professional person retiring at a time other than at the end of a semester will be computed on his basic annual salary for the prior year.
- 3.1.5 A unit member assigned by the District to work on a Curriculum Development project during the summer months of July and August shall be paid for such work at the hourly rate of \$24.80.
- 3.1.6 Grade Level/Curriculum Coordinators
  - 3.1.6.1 Grade Level/Curriculum Coordinators shall be employed through an application and interview process as determined by the Superintendent of Schools. Unit members (within the specified grade level or academic department) will have the opportunity to participate in the selection process. Appointments will be made based upon the recommendation of the appropriate administrative personnel and may be for up to three years with annual renewable terms. All Grade

Level/Curriculum Coordinators will teach a regular assignment. Curriculum Coordinators only will not be assigned to study hall, hall, bus or cafeteria (recreation) duties, whenever possible, so as not to exceed a two days per week supervisory assignment.

#### 3.1.6.2 Grade Level Coordinators

- a. Not less than seventeen (17) Grade Level Coordinator Positions as found in 1, 2 and 3 below will be filled, annually as determined by the Superintendent:
  1. Eight (8) K-5
  2. Five (5) 6-8
  3. Four (4) 9-12
- b. Grade Level Coordinator Positions will be compensated at the annual rate of \$1,350.

#### 3.1.6.3 Curriculum Coordinators

- a. Not less than sixteen (16) Curriculum Coordinator positions as found in 1, 2 and 3 below will be filled annually with 3. g. Gifted and Talented, to be filled at the Superintendent's discretion:
  1. Grades K-5
    - (a.) Mathematics
    - (b.) Science
    - (c.) Social Studies
    - (d.) English/Language Arts
  2. Grades 6-12
    - (a.) Mathematics
    - (b.) Science
    - (c.) Social Studies
    - (d.) English/Language Arts
    - (e.) Languages Other Than English
    - (f.) Technology
  3. Grades K-12
    - (a.) Art
    - (b.) Music
    - (c.) Business/Career Development/Occupational Studies (CDOS)
    - (d.) Physical Education
    - (e.) Library/Media

- ( f.) Support Services/Special Education
- (g.) Gifted and Talented

b. Curriculum Coordinator positions will be compensated at the annual rate of \$2,250.

- 3.1.7 Compensation for the position(s) of Peer Mentor and Peer Coach, pursuant to the terms of the Teacher Evaluation Program, will be \$800 per year, per unit member assigned.
- 3.1.8 Compensation for the position of District Wellness Coordinator will be \$1,814.
- 3.1.9 Compensation for the position of Athletic Director, should the position be assigned to a unit member, shall be a sum equal to .085% of the regular teaching salary of the unit member appointed to the position.
- 3.1.10 The school counselor's work year will begin four (4) workdays before and will end five (5) working days after the regular work year scheduled for all other unit members and they will be paid 1/190 of their basic annual salary for each such day.
- 3.1.11 Any regular, full-time unit member who is offered and accepts a teaching assignment in excess of that unit member's normal workday shall be paid at the rate of 1/1330 times the scheduled salary of MA, Step 10 for each hour of teaching time and any agreed upon planning time in excess of such workday. This provision will not be used for the purpose of, or result in the reduction of teaching positions or staff, nor as a method of avoiding any other statutory rights that may exist.

### **3.2 Co-Curricular and Interscholastic Activities**

- 3.2.1 Scheduled stipends are set forth as Appendix B. Advancement to the next higher step indicated will be according to years of experience, but will also be subject to demonstrated satisfactory performance as determined by the appropriate principal's evaluation.
- 3.2.2 When first appointed as an advisor or coach, a person may be placed on a step higher than step one only upon submission to the Superintendent of authenticated satisfactory performance in that position.
- 3.2.3 An assistant coach who is promoted to Head Coach in the same sport will be placed on the Interscholastic Schedule at the lowest step which will insure that he will receive no less salary than he received as an assistant coach.
- 3.2.4 Payment of salaries will be made as follows:

3.2.4.1 Coaches: Fifty percent (50%) midway through the season and fifty percent (50%) following the close of each season after authorization for payment is given by the athletic director and/or principal.

3.2.4.2 Intramural Positions: Following the end of the activity and after submission of a time sheet showing dates and hours worked.

~~3.2.4.3~~ Year-Long Clubs and Advisory Positions: Fifty percent (50%) of salary in the last January payroll period and fifty percent (50%) in the last June payroll period after authorization for payment is given by the building principal.

3.2.4.4 Short term activities: Following the end of the activity and after authorization for payment by the building principal.

### 3.3 Insurance

3.3.1 Except as provided below, each unit member has the opportunity to be provided with health insurance coverage as follows:

3.3.1.1 Single - Blue Cross Plan 301, Blue Shield Plan 801 with Riders 9, 21, 22 and P  
Family - Blue Cross Plan 301, Blue Shield 801 with Riders 8, 9, 21 and P

Pharmaceutical Plan - Commonly described as the \$3.00 generic/\$7.00 brand name co-payment plan will be provided by the District without coverage for contraceptives.

Major Medical - The District will provide the \$1,000,000  
Major Medical Rider with a \$250/\$500 (individual/family) deductible.

a. The District shall contribute ninety percent (90%) of the monthly premium cost for the Blue Cross/Blue Shield coverage elected by each unit member.

3.3.1.2 As an alternative to the above coverage, a faculty member may elect coverage under an HMO program offered by the District.

a. The District shall contribute ninety-five percent (95%) of the monthly premium cost for the HMO coverage elected by each unit member.

3.3.2 Any unit member who has comparable health insurance coverage paid for at least to the same extent as above will not be eligible for coverage under the District plan. A unit member shall be entitled to coverage only upon annual submission to the District of a written affidavit stating that he does not, in fact, have comparable coverage so paid for by September 1st of each school year. The unit member must immediately notify the District should the unit member become eligible for such non-District coverage during the school

year and must forthwith withdraw from the District's plan. The District shall provide the unit employees a form to be utilized for notification under this paragraph (a) at the beginning of the school year and (b) at the time of initial hire or return to employment, as applicable. Any unit member who has health insurance coverage from another source may elect in writing to waive coverage under the District plan. Any full-time unit member who has been rendered ineligible for or has waived District coverage, pursuant to this provision, shall be paid \$1,000 in the last pay period in June.

- 3.3.3 If two unit members are married to each other and have children, the District shall be required to provide family coverage under the foregoing plans to only one of them (i.e., the one designated in a statement signed by both of them). However, if two unit members are married to each other and do not have children, neither shall be entitled to a family plan, but each shall be entitled to a single plan.
- 3.3.4 Any unit member who chooses upon retirement to continue as a participant in any or all of the plans described in paragraph 3.3.1 above, and who is not, or is no longer, eligible for the benefits under Section 3.4, may continue in the group plans at their own expense, provided that if the premiums for same are not paid in advance of the date they are due, the District may discontinue coverage hereunder.
- 3.3.5 Should the District desire to change its insurance program to one other than Blue Cross which would provide benefits equal to or better than the present coverage provided, the parties herein agree to the establishment of a committee representative of both parties for purposes of studying such proposed change and making recommendations. However, neither the study nor proposals developed or recommended shall be deemed binding on the parties herein.
- 3.3.6 The District shall contribute a share of the premium contribution set forth in paragraph 3.3.1 in direct proportion to the amount of time employed (expressed in "F.T.E." figures) for any faculty member employed for less than .5 F.T.E.
- 3.3.7 By no later than October, 1998 a study committee will be formed to explore further the ways in which the District and the Association can work together to contain health insurance costs. The discussion will include, but not be limited to, the investigation of cafeteria plans for health insurance coverage, including insurance options not available currently to unit members. The Superintendent and the Association President will each select four (4) members to serve on this committee and all recommendations are to be forwarded to the Superintendent and Association President by June 30, 1999.
- 3.3.8 The Association will create a medical trust to provide insurance benefits to unit members. The Association will have sole responsibility for operating the trust, including determination of the types of coverage to be provided. However, the trust instrument and any amendments shall be subject to approval by the District before the trust or any



amendments are effective. The District's sole obligation with respect to the trust shall be to contribute funds to the trust in accordance with the following schedule:

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>
July 1	\$15,000	\$20,000	\$22,265	\$22,265	\$22,265	\$22,265
September 1	\$26,000	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000
January 1	\$15,000	\$20,000	\$24,400	\$24,400	\$24,400	\$24,400

The above amounts shall be used to pay benefits and to pay for administration of the plan if administered by a third party. The plan may be administered by an outside entity selected by mutual agreement of the District and the Association. The District shall be allowed to review the trust's business records to insure that the monies have been expended in a manner consistent with the stated purpose of the trust. Any and all funds unexpended in a given fiscal year by the trust shall be returned to the District unless otherwise agreed to by the parties.

- 3.3.9 The District shall implement a Section 125 Cafeteria Plan. That plan will make provision for coverage of at least unreimbursed medical expenses and dependent care costs, and such other uses as may be mutually agreed by the District and the Association prior to implementation of the plan. Funding of plan benefits shall be solely through employee salary reduction contributions. The plan shall be administered by an outside entity selected by mutual agreement of the District and the Association. The District will pay for the initial implementation of the plan. Annual costs of administration shall be borne equally by the District and the unit members, with the unit member contribution being withheld by a payroll deduction for each employee participating in the plan. The final plan document will reference the in-lieu-of insurance payment.

### 3.4 Retirement Incentive Program

- 3.4.1 A unit member becomes "eligible to retire for incentive purposes" when that unit member has both accumulated ten years of service to the District and is eligible to retire without penalty according to the rules and regulations of the New York State Teachers' Retirement System.
- 3.4.2 Any unit member who becomes eligible to retire for incentive purposes between September 1 of any school year and September 1 of the following school year will be eligible for a retirement incentive payment provided such unit member gives notice to the District in writing on or before January 1 of that year. His/Her retirement will be effective on June 30 of that school year in which the unit member gives notice of intent to retire. Such incentive payment will be in the amount of \$14,000, together with any amounts due and owing to such unit member pursuant to paragraph 3.1.4 of this Agreement up to a maximum amount of \$4,000.

- 3.4.3 Nothing contained herein shall require the District to replace any retiring unit member.
- 3.4.4 All payments due and owing to any unit member who retires and is eligible for a retirement incentive payment shall be paid to that unit member on the first regular pay day following October 15 of the year in which that unit member's retirement becomes effective.
- 3.4.5 Notwithstanding the foregoing, any unit member who is eligible to receive a retirement incentive payment may elect to establish with the District an insurance account, which account shall be credited with all or part of the monies, at the unit member's option, which that unit member may be eligible to receive pursuant to the provisions of this Agreement and paragraph 3.1.4 of the current Agreement multiplied by 1.31. The District, on behalf of the unit member, shall pay the premiums for health insurance for that unit member until said account is reduced to zero. Should said unit member die before said account is reduced to zero, the District shall pay the premiums for said insurance for the benefit of the unit member's surviving spouse, if any, until the account is reduced to zero. If no spouse survives such unit member, all obligations of the District with respect to this account shall cease and the account shall be canceled. No interest on said account shall be payable to or on behalf of any unit member and nothing herein shall require the District to establish an actual fund or segregate monies for purposes of establishing any account.
- 3.4.6 For any unit member who is eligible to retire for incentive purposes in any given year, the District may, in its sole discretion and for good cause involving serious, life threatening illness, waive the requirements of this Agreement respecting effective dates of retirement, provided that said unit member has given or does give written notice to the District of his intention to retire on or before the dates specified herein for any given year.
- 3.4.7 The terms of this Section 3.4 shall not be applicable to any unit member hired on or after July 1, 1995.

**3.5 Use of Personal Automobile on School Business**

Whenever it is necessary for a unit member of the District to use his or her automobile for District business and District transportation is not provided, the unit member shall be compensated or reimbursed by the District for such auto use at the rate established by the Internal Revenue Service which is in effect on July 1 of each school year this Agreement is in effect.

**3.6 Individual Objections to Salary**

Within five (5) days after the receipt of salary notification, or August 20, whichever is later, each individual will indicate in writing any disagreement or exception to his/her salary set forth in said notice, but failure to do so shall not be considered a waiver of the right of the individual to secure adjustments to any subsequently discovered errors. If notification of error is received late, any necessary salary adjustments will be made at the earliest time practicable for the District to do so.

## ARTICLE 4

### POSITIONS, SCHEDULES AND EVALUATIONS

#### 4.1 Assignments and Vacancies

- 4.1.1 Unit members will be notified of their assignments for the following year in writing by the last day of unit member attendance. It is understood by both parties that changes in enrollment and staffing may cause some modifications of those assignments and that a unit member will be notified as soon as practicable of any change in the assignment. In the event of a transfer of assignment or location, due consideration shall be given to the unit member's length of service to the District, qualifications and preference of the unit members affected and shall not be disciplinary. Unit members requesting a building transfer to a vacant position within their current tenure area may do so by adhering to transfer request procedures by completing the appropriate form and submitting it to the designated administrator by no later than April 15. In the event the unit member is interested in transferring to a position currently encumbered by another unit member, then a meeting with the building principal or Superintendent may be requested by no later than April 15 in lieu of completing the aforementioned transfer request procedures. Those unit members requesting a transfer will not be required to participate in the regular instructional hiring procedures as they apply to applicants not already on staff. Although the final decision for transfer is not reviewable, the unit member transferred shall, upon request, be given the reasons for the transfer in writing and, if the unit member chooses, a meeting with the Superintendent to discuss the justification for the transfer prior to the effective date of the transfer. Final assignment determination will be based upon what is determined to be in the best interest of the instructional program, as determined by the Superintendent.
- 4.1.2 Having been reviewed pursuant to Article 2, Section 2.4 (Study Groups) the assignment and obligations of shared and part-time teachers as agreed to are set forth as Appendix C.
- 4.1.3 Notice of appointment, if made to co-curricular and interscholastic activities as listed in the Agreement herein, shall be given at least thirty (30) days prior to the start of each activity or season.
- 4.1.4 Whenever any teaching, co-curricular or interscholastic vacancy covered by this Agreement shall occur, the District shall post a written notice of same, containing a description of the qualifications for and the duties of the position in the principals' offices and faculty rooms in each of its schools, and shall provide a copy of said notice to the Association. No such vacancy shall be filled, except on a temporary basis, until it shall have been so posted for at least ten (10) calendar days. This clause shall in no way operate as a limitation on the District as to sources for filling such vacancies or new positions.

- 4.1.5 Whenever a bargaining unit, co-curricular, or interscholastic position is established by the District during the life of this Agreement, the terms and conditions of employment relative to said new position(s) will be negotiated with the Association. This clause is not intended to be, or be interpreted as, a clause requiring the negotiation of a new position or creation of same by the negotiation process or the filling of said positions.

4.2 **Substitutes**

- 4.2.1 The District shall endeavor to hire substitute cafeteria, playground and other personnel as may be necessary, as determined by the Superintendent for sickness, absence or leave. It will not be the normal practice to use regular unit members as substitutes for absent unit members.
- 4.2.2 The building administrator, in consultation with the building faculty members, shall keep a file of available substitutes.

4.3 **Teacher Aides**

Para-professional employees assist unit members and administrators by undertaking a variety of non-instructional duties and instruction related duties in accordance with District policy and under the direction and supervision of unit members or administrators.

4.4 **Teacher (Unit Member) Attendance**

- 4.4.1 During the period from September 1<sup>st</sup> through June 30<sup>th</sup>, the regular unit member work year shall be 190 days. The additional days will not be scheduled during the Thanksgiving, Winter or Spring Recess period or holidays, as indicated on the approved school calendar. If a unit member has not completed his/her duties to the Superintendent's satisfaction on or before June 30<sup>th</sup>, his/her final paycheck may be withheld until he/she has done so. For all purposes of pay calculations, except for extra days worked, a unit member's daily rate of pay shall be 1/200<sup>th</sup> of his September 1<sup>st</sup> - June 30<sup>th</sup> salary. However, the daily rate of pay for extra days worked shall be 1/190<sup>th</sup> of the unit member's basic annual rate of pay.
- 4.4.2 The required unit member workday will be 7 hours, 30 minutes. Unit members also will be required to attend in addition to the regular workday up to three (3) afternoon/evening meetings, of approximately two and one-half (2 ½) hours in duration, per year. One of these meetings will be for Open House activities, one will be for parent conferencing, and one will be for other professionally related activities (not Open House or parent conferencing) as determined by the Superintendent. Also, unit members will be required to attend in addition to the regular workday up to three (3) faculty, department and/or grade level meetings of approximately one (1) hour in duration, per month.
- 4.4.3 The District will make a reasonable effort to assign secondary unit members to no more than three (3) consecutive classroom teaching periods per day, except in those cases

where a unit member agrees to a different arrangement. At the High School, unit members will be provided a minimum of forty-four (44) minutes of total elapsed time between the end of the unit member's last assignment and his/her scheduled lunch period and the beginning of the assignment immediately following that lunch period.

#### 4.5 Teacher (Unit Member) Observation and Evaluation

##### 4.5.1 Teacher Observation

4.5.1.1 Classroom observations may be conducted at any time by District administrative personnel and normally will be conducted by the building principal, assistant principal or immediate supervisor. Peer mentors and peer coaches may observe at the recommendation of the administration and/or the request or consent of the teacher. Parents and other community members may visit by appointment only. This visit will not be considered a formal observation.

4.5.1.2 Tenured teachers will be observed at least once per year.

4.5.1.3 Probationary, regular substitute and part-time teachers with less than 3 years of service will be observed at least three times per year. The three observations will be spaced through the year, with the first scheduled during the first ten weeks of school. The observations may be either announced or unannounced. Prior to any supervisory observation, the Teacher Performance Review and End-of-Year Evaluation Program will be as explained. The forms used and the general expectations of the District will be reviewed at that time.

4.5.1.4 Observations will include at least one announced visit. All such observations shall be at least thirty (30) minutes in length.

4.5.1.5 Each observation for which a written report is made will be followed by a conference with the teacher. At the conference following the observation, the observer will identify areas of needed improvement and suggest methods for making such improvement. This conference will take place within ten (10) school days of the observation. In subsequent observation(s) emphasis will be placed upon the identified areas of needed improvement.

##### 4.5.2 Teacher Evaluation

4.5.2.1 The purposes of the teacher evaluation program of the East Aurora Union Free School District include, but are not limited to, the following:

- a. To assess and recognize the strengths and weaknesses of the performance of classroom teaching and other matters related to the quality of each teacher's service to the District;

- b. To acknowledge the performance of teachers who are doing an outstanding job;
- c. To provide for the improvement of identified areas of weakness, as well as the opportunity to improve;
- d. To provide an official record of each staff member's performance;
- e. To provide information necessary in making decisions regarding continued employment in the District; and
- f. To provide for continued follow-up where marginal performance is found.

4.5.2.2 Following the third (or, if appropriate, later) observation and conference, the building principal or supervisor will complete and forward to the teacher one completed copy of the evaluation. For first and second year teachers, this will be done by May 1 of each year. At the End-of-Year Conference, the teacher and administrator will review the teacher's overall performance and, in doing so, will identify areas in need of improvement and decide upon goals for the following year.

4.5.2.3 For teachers subject to tenure appointment, the completed evaluation will be forwarded within seventy-five (75) days prior to the end of the probationary period. Decisions regarding discontinuance of the probationary period or appointment to tenure will not be made until the last evaluation is forwarded to the teacher.

4.5.2.4 It is agreed that the Teacher Evaluation Program will adhere to the procedures as outlined in the document entitled, "Teacher Performance Review and End-of-Year Evaluation Program," developed based upon Study Group recommendations and subsequent agreement between the Association President and the Superintendent, pursuant to Article 2.4 of the labor agreement. It also is agreed that, pursuant to the Taylor Law and relative to mandatory and non-mandatory subjects of bargaining, that any further changes in evaluation procedures remain subject to future negotiations. It is understood that the criteria for evaluation remain non-mandatory subjects of bargaining; however, the Superintendent agrees to consider input from the Association President should a modification to the evaluation criteria be considered. It is the intent of both the Superintendent and the Association President to continue to use the Study Group process for any further modification to the evaluation program.

#### 4.6 Termination of Non-Tenured Teacher (Unit Member)

A unit member whose services are terminated after his first year of probation shall be notified at least seventy (70) calendar days prior to the effective date of termination. Within ten (10) calendar

days after receipt of the termination notice, the unit member may request written reason(s) for dismissal from the Superintendent, which reason(s) shall be forwarded to the unit member not later than ten (10) calendar days after the Superintendent received the request. If the unit member is not satisfied with the reason(s), he may, within ten (10) calendar days, request a hearing before the Board. The unit member shall be given written notice of the hearing date not more than ten (10) calendar days after the Board meeting at which the Board received the request. At the hearing, the unit member may be represented by a representative of his choice. The Board will render its decision in writing not later than fourteen (14) calendar days after the hearing. The decision of the Board will be final.

## **ARTICLE 5**

### **LEAVES OF ABSENCE**

#### **5.1 General Provisions**

- 5.1.1 Unit members covered by this agreement will be credited with fifteen days of leave on September 1 of each school year.
- 5.1.2 Unit members will be permitted to accumulate sick leave days up to a maximum of 190 days. When a person has accumulated the maximum number of sick leave days provided above, he/she will have available for use in the event of illness the 15 days credited at the beginning of each school year under section 5.1.1 of this Agreement. Any leave days so credited to a person after he/she has accumulated the maximum number of sick leave days provided above will not be available for use in any school year other than the school year in which they were credited; however, any such days which remain unused at the end of the school year in which they were credited will be added to the person's sick leave account for purposes of being counted toward the accumulation of sick leave days under the sick leave conversion provisions of paragraph 3.1.4 of this Agreement only.
- 5.1.3 Leave days (from which the accumulations described in 5.1.2 are subtracted) are defined and only may be used for the following purposes:
  - 5.1.3.1 Personal illness
  - 5.1.3.2 Family illness: Includes spouse, mother, step-mother, father, step-father, children and step-children, legal dependents and other relatives or a significant other living in the home.
  - 5.1.3.3 Bereavement (Family): Includes spouse, mother, step-mother, father, step-father, and children and step-children, legal dependents, brother, sister, grandfather, grandmother, grandchildren, aunt, uncle and all referenced in-laws and a significant other living in the home.

5.1.3.4 Bereavement (Other): For those not included in 5.1.3.3, one day may be taken and additional days may be approved, at the Superintendent's discretion.

5.1.3.5 Urgent personal business: Business which cannot be conducted outside of normal working hours. Only three (3) such days may be used in any one year for this purpose. The Superintendent reserves the right to extend urgent personal business leave beyond the three (3) day limit, with or without pay, at his/her discretion. No such leave for personal business will be taken on the school day preceding or following a school holiday or vacation period, except in cases of extreme emergency and then only with the approval of the Superintendent acting upon the recommendation of the building principal.

5.1.3.6 Whenever a unit member takes a leave day or days, he/she shall, unless an extenuating circumstance exists, advise the District's substitute service that the absence should be credited to one of the classifications of leave included in this article.

5.1.4 Each person covered by this Agreement will, each year, contribute one (1) of his credited 15 leave days to a Sick Leave Bank.

5.1.4.1 A person who suffers from a prolonged illness which causes him/her to need more than his/her accumulated number of days leave may apply for permission to draw upon days accumulated in the Sick Leave Bank.

5.1.4.2 Applications will be submitted through the building principal.

5.1.4.3 Applications must be approved by the Association's designee and the Superintendent, respectively.

5.1.4.4 The maximum number of days which shall be accumulated in the Sick Leave Bank shall not exceed 1,000 days. In any year in which the one (1) day contribution to the Bank by each unit member would cause the total accumulation in the Bank to exceed 1,000 days, no such contribution shall be made by any person.

5.1.4.5 Upon leaving the employ of the District for any purpose other than retirement or the abolition of the unit member's position, a unit member will contribute his/her accumulated sick leave days to the Sick Leave Bank, provided that no such contribution shall cause the total number of days in said Bank to exceed 1,000.

## 5.2 Disability Leave.

5.2.1 In cases where a unit member is able to anticipate the need for, and expected length of, an absence due to a personal physical disability or illness where such absence would be for a period of two (2) weeks or more, the unit member will advise the Superintendent in



writing of the expected starting date and expected length of disability as soon as they are known by the unit member, followed as soon thereafter as possible by a statement by a physician confirming the expected period of confinement.

- 5.2.2 The unit member shall return to work as soon as he/she is able to perform the duties of his position, and has supplied the District with a statement from the attending physician to that effect.
- 5.2.3 During the period of his/her disability leave, the unit member may use any sick leave for which he is eligible under this Article.

### 5.3 Association Leave

The Association shall be granted eight (8) man days leave in addition to any other leave provisions of the Agreement for their members to attend to Association business. Any unit member designated by the Association to be using such leave shall suffer no loss of pay and/or benefits.

### 5.4 Sabbatical Leave

- 5.4.1 Sabbatical leaves may be granted to unit members by the Board of Education for the purpose of graduate study, research projects related to the school program or educational travel directly related to the basic teaching assignment.
- 5.4.2 To be eligible for a sabbatical leave, unit members must have completed seven consecutive years of teaching in the East Aurora Public Schools.
- 5.4.3 There will be no more than three professional persons on leave at the same time. Effort will be made to distribute sabbatical leaves equally in each of the areas kindergarten through grade two, grades three through five, and grades six through twelve.
- 5.4.4 Unit members on sabbatical leave for a full year will receive one-half of their regular salary for the year. Unit members on sabbatical leave for one-half of a year will receive their full regular salary. Unit members taking a full year sabbatical leave for the purpose of full-time graduate study in pursuit of an advanced degree will receive three-fourths of their regular salary.
- 5.4.5 Unit members granted a sabbatical leave are obligated to return to work in the East Aurora Public Schools for one full year for each one-half year of leave taken.
- 5.4.6 Unit members on sabbatical leave will be permitted to take other employment, (1) in the East Aurora Public Schools when an essential school function would be otherwise jeopardized, or (2) by an outside employer if such employment is part of a fellowship or assistantship related to the purpose of the leave. Total earnings for the period of the sabbatical leave shall not exceed the amount of the full regular salary.

- 5.4.7 Unit members returning from sabbatical leave are guaranteed reappointment to the area in which they held tenure at the time the leave was taken.
- 5.4.8 At the conclusion of the sabbatical leave, unit members who have been on leave are required to submit to the Superintendent a written report regarding their activities while on leave. The report will contain sufficient information to show that the leave accomplished its purpose and information that will assist in a continuing evaluation of the program.

**5.5 Child Care Leave**

- 5.5.1 A unit member may apply in writing to the Board through the Superintendent for a leave of absence without pay for child care purposes. The application must be made at least sixty (60) consecutive days prior to the effective date of the leave unless inability of the unit member to provide such notice is beyond the unit member's control and the application will identify the length of the leave requested.
- 5.5.2 The Board shall grant the leave based on the request, and such leave may be extended or reduced upon sixty (60) days notice from the unit member, so long as the total leave does not exceed two (2) years and that the leave terminates at the beginning of a semester.
- 5.5.3 The provisions of this Section 5.5 do not apply to regular substitutes.

**5.6 Other Unpaid Leaves**

- 5.6.1 Unpaid leaves of absence not to exceed one (1) year shall be granted to unit members who meet the following requirements:
  - 5.6.1.1 The unit members must be tenured prior to commencement of the leave. In the case of school nurses, they must have a minimum of four years active employment to be eligible to apply for an unpaid leave of absence.
  - 5.6.1.2 The unit member must submit a written request for the leave to the Superintendent at least sixty (60) calendar days prior to the first day of the leave, unless inability of the unit member to provide such notice is beyond the unit member's control.
- 5.6.2 The purpose of the leave must be:
  - 5.6.2.1 To improve the unit member's health, or
  - 5.6.2.2 To advance the unit member's education, or
  - 5.6.2.3 To resolve a family emergency, or

5.6.2.4 To accomplish some other purpose that is consistent with the interest of the unit member as well as the District.

5.7 **Jury Duty**

5.7.1 Unit members serving on jury duty during regularly scheduled work days will continue to receive their regular pay during that period of actual service. Absence for jury duty is exclusive from other leave provisions of this Agreement.

5.7.2 With the exception of mileage fees, the fees received by unit members for such jury service shall be turned into the Business Office of the District.

5.8 **Military Leave**

Military Leave will be available as prescribed by law.

5.9 **Professional Conferences and Workshops**

5.9.1 The Superintendent agrees to continue the practice of granting paid days off for attendance at authorized professional education conferences and/or workshops at District expense, subject to budgetary limitations.

5.9.2 At the sole discretion of the Superintendent, acting upon the recommendation of the Building Principal, unit members may be granted permission to attend professional conferences at their own expense at no loss of pay.

**ARTICLE 6**

**PERSONAL FOLDERS**

6.1 **Access**

Unit members covered by this Agreement, as defined in paragraph 1.5.1, shall have access to their personal personnel files, except for privileged communications contained therein, during normal business hours of the District, provided that said files shall not be removed from the office in which they are stored, and any teacher shall have the right to respond in writing to anything except privileged communications in his/her personnel file. The teacher shall have the right to respond in writing to any observation report and have such response attached thereto.

6.2 **Privileged Communications**

Privileged communications shall be limited to placement office credentials and statements or letters of recommendation.

## ARTICLE 7

### GRIEVANCE PROCEDURES

#### 7.1 Declaration of Purpose

The primary intention of the procedure herein is to resolve any grievance at the lowest possible level.

#### 7.2 Definitions

- 7.2.1 A "grievance" is a claim that (a) specified provision(s) of this Agreement has been violated by the District.
- 7.2.2 "Supervisor" means the administrator/supervisor responsible for the case in which an alleged grievance arises but shall not include a member of the negotiating unit.
- 7.2.3 "Building Representative" shall mean the elected representative of the East Aurora Faculty Association in each building.
- 7.2.4 "Association" shall mean the East Aurora Faculty Association.
- 7.2.5 "Grievant" means a unit member(s) covered by this Agreement who alleges a grievance.
- 7.2.6 "Committee" shall mean the Grievance Committee created and constituted by the Association.
- 7.2.7 Unless otherwise indicated, "days" shall mean school days and for purposes of determining any limitations hereunder, shall be counted on a consecutive basis.
- 7.2.8 "Representative," when used with reference to a grievant, shall mean a duly authorized representative, designated in writing by the grievant, and may include the Committee if a grievant so designates, but does not include legal counsel except at Stage 4.

#### 7.3 Procedures

- 7.3.1 All grievances, other than those submitted at Stage 1.a. shall be in writing on the form agreed upon herein and set forth as Appendix D.
- 7.3.2 All decisions, other than decisions at Stage 1(a), shall be in writing at each stage. Copies of each written decision shall be given to the grievant, his representative, if any, and the Association, and to the administrator/supervisor who rendered the decision at the preceding stage, if any.

- 7.3.3 Any grievance that is associated with system-wide terms and conditions of employment covered in the Agreement may be submitted by the Committee directly to the Superintendent at Stage 3 of the grievance procedure.
- 7.3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted after school hours. There shall be no interruption of classroom activity.
- 7.3.5 The Superintendent and the Association agree to assist and facilitate any investigation which may be required in connection with any grievance and, to the extent that the same is not legally privileged or confidential, to make available any and all relevant material and relevant documents, communications and records relating to the alleged grievance.
- 7.3.6 At Stage 4, the grievant, the District and the Association shall have the opportunity to present witnesses and to examine and cross-examine all witnesses.
- 7.3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken at any time by any party to this Agreement.
- 7.3.8 Appropriate forms for grievances and other necessary instruments will be jointly developed by the Superintendent and the Association.
- 7.3.9 Nothing contained herein shall be construed as limiting the right of a unit member considering himself aggrieved to discuss the matter informally with any appropriate member of the administration to the end that such grievance might be informally adjusted without the intervention of the committee on a basis not inconsistent with the terms of the Agreement. Any grievance adjusted on such basis shall be binding on the grievant and shall, in all respects, be final as to such party, but any such adjustment shall not create a precedent or ruling binding upon either the Committee, the Association or the Superintendent in future proceedings.
- 7.3.10 The Superintendent shall accumulate and maintain for each grievance an Official Grievance Record consisting of the written grievance, the written decision at each stage and each written appeal to a higher stage. Such record shall be filed separately from the personnel file of any participant in the grievance procedure.
- 7.3.11 If a grievance is appealed to Stage 4, the grievant and the Association thereby waive whatever rights they may have to pursue any other remedy before any administrative agency, court, or other regulatory or judicial body or officer insofar as the subject matter of the grievance is concerned.
- 7.3.12 All hearings provided herein shall be concluded within twenty (20) days after the commencement of any such hearing unless mutually extended.

- 7.3.13 Any unit member utilizing this grievance procedure agrees that during the pendency of such proceeding no party will have recourse to public communications media. Public releases shall be jointly agreed upon by all parties.
- 7.3.14 A grievance shall be terminated at any stage if the grievant is satisfied with the decision made but such termination shall not set a precedent binding upon the Association unless the Association expresses agreement with the resolution.
- 7.3.15 If the Committee determines not to participate further in the grievance procedure, the grievant may act in lieu of the Committee at any step, except at Stage 4. The Association has the right to appear at any stage.

#### **7.4 Time Limits**

- 7.4.1 All parties to the grievance procedure agree to expedite the procedures to the greatest extent feasible. The number of days indicated at any level of the grievance procedure are maximum times and may be extended only by mutual agreement of all parties involved.
- 7.4.2 No grievance will be entertained as described below and any grievance will be deemed waived unless a written grievance is presented at the first available stage within thirty (30) calendar days after the grievant knew or should have known of the act or condition upon which the grievance is based.
- 7.4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance shall be deemed to be abandoned for all purposes of this procedure.
- 7.4.4 Failure at any stage of the grievance procedure to communicate a decision to the grievant, his representative and the Association, within the time limit specified shall permit the lodging of an appeal at the next stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.
- 7.4.5 In the event a grievance is filed on or after June 1, the time limits set forth herein for processing such grievance shall be shortened so that the grievance procedure shall be exhausted within sixty (60) calendar days from the date of filing of same unless the parties herein mutually agree in writing to extend such time period.

#### **7.5 Stages of the Grievance Procedure**

##### **7.5.1 Stage 1**

- 7.5.1.1 The grievant shall discuss his grievance with his supervisor and/or his/her building representative as he chooses with the objective of resolving the matter informally. If the grievant selects his/her building representative to present his/her grievance, the grievant will be present during the discussion of the grievance with his/her

supervisor. The grievant or building representative, if so selected, shall consult with the grievant's supervisor who will arrive at a decision.

7.5.1.2 Any grievance not resolved informally to the satisfaction of the grievant under Stage 1(a) shall be reduced to writing and submitted to the grievant's supervisor. Such supervisor shall, within five (5) days after the written grievance is presented to him, render a decision thereon.

**7.5.2 Stage 2**

7.5.2.1 If the grievant is not satisfied with the written decision at the conclusion of Stage 1(7.5.1.2) and wishes to proceed further, he may, within ten (10) days after the receipt of the decision at Stage 1, file a written appeal of the decision with the Superintendent.

**7.5.3 Stage 3**

7.5.3.1 Within ten (10) days after the receipt of an appeal, the Superintendent, or his duly authorized representative, shall hold a meeting with the grievant and all parties in interest.

7.5.3.2 The Superintendent of Schools shall render a decision on such grievance within five (5) days after the conclusion of the meeting.

**7.5.4 Stage 4**

7.5.4.1 If the grievant and the Committee are not satisfied with the decision at Stage 3, and the Committee determines that the grievance is meritorious, the grievance may be appealed to arbitration within thirty (30) days after receipt of the decision at Stage 3 by sending a letter to the American Arbitration Association ("AAA") which:

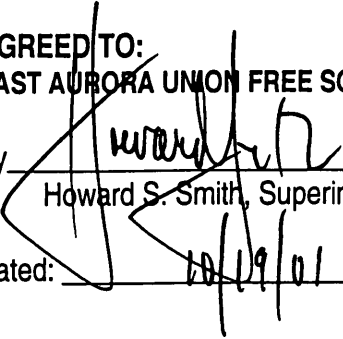
- a. specifically identifies the grievance to be arbitrated (no more than one grievance may be appealed to the same arbitrator); and
- b. requests that a list of twenty (20) proposed arbitrators be sent to the Association and the Superintendent. Each Party shall strike from its list the names of arbitrators who are unacceptable to it, number the remaining ones in the order of its preference and return the list to the AAA within fourteen (14) calendar days of receiving it. If the AAA determines that there is no mutually acceptable choice from the first list, it shall send a second list of twenty (20) names to the parties and the foregoing procedure shall be repeated. If the AAA determined that there is no mutually acceptable choice from the second list, the AAA shall name the arbitrator.

7.5.4.2 The arbitrator shall have no jurisdiction, authority or power to add to, detract from, or alter in any way, any of the provisions of this Agreement nor to require the commission of any act prohibited by law.

7.5.4.3 The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant. It may be made in public.


7.5.4.4 The costs for the services of the arbitrator shall be borne equally by the District and the Association.

AGREED TO:  
EAST AURORA UNION FREE SCHOOL DISTRICT

By   
Howard S. Smith, Superintendent of Schools

Dated: 10/19/01

AGREED TO:  
EAST AURORA FACULTY ASSOCIATION

By   
Allan Liedke, President, EAFA

Dated: 19 06 01



---

**PART B**

**Articles Applying Specifically to Nurses**

**Including Amendments from Part A.**

## **PREAMBLE**

This Agreement is by and between the EAST AURORA UNION FREE SCHOOL DISTRICT SUPERINTENDENT, hereinafter called the "DISTRICT" and the EAST AURORA FACULTY ASSOCIATION, hereinafter called the "ASSOCIATION."

## **ARTICLE I**

### **GENERAL PROVISIONS**

#### **1.1 Duration**

This Agreement shall be designated Part B of the Agreement dated February 6, 1998 between the EAST AURORA UNION FREE SCHOOL DISTRICT and THE EAST AURORA FACULTY ASSOCIATION, which covers all of the terms and conditions of employment from July 1, 1998 to June 30, 2002, extended until June 30, 2004, and shall apply to the Nurses of the EAST AURORA UNION FREE SCHOOL DISTRICT.

#### **1.2 Provisions Applicable to Nurses**

1.2.1 That provisions of the Agreement dated February 6, 1998 shall remain in full force and effect and apply to all of the members of the Association, including the Nurses, unless specifically modified by this Agreement designated as Part B. That Sections 1.1 through 1.4 of the existing Agreement dated February 6, 1998 shall apply to the Nurses and that a new Section 1.5.4 shall be added to the Agreement dated February 6, 1998 which shall read as follows:

1.2.2 "The term "Unit Member" is defined to include Nurses."

1.2.3 That Articles 2, 6, & 7 of the existing Agreement dated February 6, 1998 shall apply to nurses.

## **ARTICLE 2**

### **COMPENSATION/WORK DAY/WORK YEAR**

#### **2.1 Hourly Rate**

The Compensation for the nurses shall be computed by taking the base year of 1997-1998 of 194 days, (including paid holidays) and computing the hourly wage rate based upon 1,358 hours for full time Nurses and 776 for the part-time Nurse and shall thereafter be determined for each year of this respective Agreement as follows:

- 2.1.1 1998-1999 School Year: Increase 1997-1998 hourly rate by \$.75
- 2.1.2 1999-2000 School Year: Increase 1998-1999 hourly rate by \$.75
- 2.1.3 2000-2001 School Year: Increase 1999-2000 hourly rate by \$.75
- 2.1.4 2001-2002 School Year: Increase 2000-2001 hourly rate by \$.75
- 2.1.5 2002-2003 School Year: Increase 2001-2002 hourly rate by \$.75
- 2.1.6 2003-2004 School Year: Increase 2002-2003 hourly rate by \$.75

## 2.2 Minimum Hiring Salary

The minimum hiring salary for a Nurse shall be \$11.50 per hour.

## 2.3 Attendance/Paid Holidays/Professional Days

- 2.3.1 That effective as of July 1, 1998 the Nurses shall be in attendance at the Superintendent's Conference Days and certain Faculty Professional Days and, therefore, will be compensated for days worked including paid holidays, up to a 200 day year. The 200-day year shall include 188 work days and the following paid holidays:

- 2.3.1.1 Labor Day
- 2.3.1.2 Columbus Day
- 2.3.1.3 Veterans Day
- 2.3.1.4 Thanksgiving Day
- 2.3.1.5 Thanksgiving Friday
- 2.3.1.6 Christmas Eve Day
- 2.3.1.7 Christmas Day
- 2.3.1.8 New Years Day
- 2.3.1.9 Martin Luther King Day
- 2.3.1.10 Presidents Day
- 2.3.1.11 Good Friday
- 2.3.1.12 Memorial Day

- 2.3.2 That effective July 1, 2000 if Nurses are expected to be in attendance on certain Faculty Professional Days, they will be paid for days worked, including paid holidays, up to 200 days from September 1<sup>st</sup> to June 30<sup>th</sup> of each respective year.

## 2.4 Emergency Closing

That effective July 1, 1999, the Nurses shall work and be paid on emergency closing days. If the conditions of the emergency make attendance impossible then they shall be paid, but required to make up the missed work day on a day mutually agreed to between the Nurse and her supervisor.

**2.5 Work Day/Meetings**

That effective as of the execution of this Part B Agreement, full time Nurses shall work a 7 1/2 hour work day and be paid at their hourly rate for approved time over, and above the 7 1/2 hour work day and, in addition, shall be paid at their hourly rate for approved time, if for any hours worked between July 1<sup>st</sup> and August 30<sup>th</sup> of each respective year. The overtime, if any, shall be approved by either the Principal of the respective building or the Director of Pupil Personnel Services. That effective as of February 1, 2000 the Nurses shall attend, without additional compensation, up to two (2) evening open houses/parent meetings per year and up to two (2) after the regular work day department/building meetings per month. The department/building meetings may begin prior to the end of the regular work day.

**2.6 Compensation Amendments from Part A**

That Section 3.1, 3.2 & 3.4 of the existing Agreement dated February 6, 1998 shall not apply to the Nurses and that Section 3.3, 3.5 & 3.6 of the existing Agreement dated February 6, 1998 shall apply to the Nurses.

**2.7 Health Insurance/Medical Trust**

That full time Nurses shall be entitled to Health Insurance, effective as of July 1, 2000 according to the same terms and conditions for all other members of the EAST AURORA FACULTY ASSOCIATION. That effective as of July 1, 2000, full time Nurses shall be allowed to participate in the Medical Trust and the District will contribute an additional \$2,265.00 to the Medical Trust on July 1, 2000 and an additional \$2,265.00 on July 1, 2001.

**2.8 Graduate Hours/In-service Courses**

That a Nurse, shall with pre-approval of graduate hours and in service courses, (15 hours of a single course equals one in service credit) taken during off work hours be reimbursed in three credit blocks of \$135.00 per block of three hours earned. This reimbursement shall be a one-time payment and shall not be added to the annual hourly rate.

**2.9 Retirement Incentive**

That Nurses shall be entitled to a Retirement Incentive, under the following conditions:

- 2.9.1 The Nurse must retire in the year when first deemed eligible without penalty pursuant to the New York State Employee Retirement System Regulations,
- 2.9.2 The Nurse must have at least 10 years service with the East Aurora Union Free School District, and

- 2.9.3 The Nurse must file an irrevocable letter of retirement sixty (60) days prior to the retirement date.
- 2.9.4 The retirement incentive payment to be paid by the District shall be \$3,000.00 together with any amounts due related to accumulated sick day "cash in" up to a combined maximum of \$6,000.00.

### **ARTICLE 3**

#### **POSITIONS, SCHEDULES AND EVALUATIONS**

##### **3.1 Amendments from Part A**

Article 4 of the existing Agreement dated February 6, 1998 as to Leaves of Absence for Nurses shall be amended as follows:

- 3.1.1 Section 4.1.1. The first three sentences only shall apply to Nurses. The balance of Section 4.1.1 and all other provisions of Section 4.1 shall not apply to Nurses.
- 3.1.2 Section 4.2 and Section 4.3 only shall apply to Nurses and Section 4.4, 4.5 and 4.6 shall not apply to Nurses.

##### **3.2 Observation and Evaluation**

Nurses observation and evaluation of performance shall be subject to the following conditions:

- 3.2.1 The Nurses shall be observed a minimum of once per year.
- 3.2.2 The Nurses shall be evaluated annually using the form currently in place.
- 3.2.3 A study group shall be convened to review observation and evaluation procedures and to formulate recommendations, to the Superintendent of Schools for modifications to both the observation and evaluation process.

### **ARTICLE 4**

#### **LEAVES OF ABSENCE**

##### **4.1 Amendments from Part A**

- 4.1.1 Nurses shall be entitled to the same paid leave days as provided under the existing Agreement dated February 6, 1998 for personal illness, family illness, bereavement and urgent personal business.

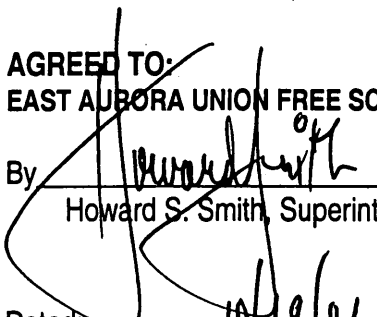
4.1.2 All other provisions of Article 5 of the existing Agreement dated February 6, 1998 shall apply to the Nurses except Section 5.1.2 and Section 5.4.

4.2 Accumulated Sick Days

4.2.1 Nurses shall be permitted to accumulate sick leave days up to a maximum of 200 days pursuant to Paragraph 9 of this Part B Agreement, and shall be permitted to cash in 12% of the accumulated unused sick days or receive 12% of their salary as of the date of retirement whichever is greater; or shall be allowed to apply unused sick days as additional service credit pursuant to option 41J of the New York State Employee Retirement System.

4.2.2 Nurses shall have the option to use the value of the accumulated sick day funds as set forth above to pay for health insurance in retirement and the amount shall be multiplied by 1.035 and left on deposit with the District. There shall be no interest paid to the employee and the employee's respective spouse shall be entitled to health insurance until the fund is exhausted in the case of the death of the employee and in the event that there is no spouse the remaining funds shall revert to the District.

AGREED TO:  
EAST AURORA UNION FREE SCHOOL DISTRICT

By   
Howard S. Smith, Superintendent of Schools

Dated: 10/19/01

AGREED TO:  
EAST AURORA FACULTY ASSOCIATION

By   
Allan Liedke, President, EAFA

Dated: 19 OCT 01

## Appendix A

SALARY SCHEDULE

July 1, 1998 - June 30, 1999

STEP	BA B	BA+30 B I	BA+60 B II	MA C	MA+30 C I	MA+60 C II
1	29,005	30,355	31,705	32,290	33,640	34,990
2	29,805	31,155	32,505	33,180	34,530	35,880
3	30,715	32,065	33,415	34,069	35,419	36,769
4	31,559	32,909	34,259	34,997	36,347	37,697
5	32,473	33,823	35,173	36,045	37,395	38,745
6	33,785	35,135	36,485	37,448	38,798	40,148
7	35,342	36,692	38,042	39,014	40,364	41,714
8	36,973	38,323	39,673	40,632	41,982	43,332
9	38,577	39,927	41,277	42,132	43,482	44,832
10	40,190	41,540	42,890	43,662	45,012	46,362
11	41,808	43,158	44,508	45,278	46,628	47,978
12	43,430	44,780	46,130	46,899	48,249	49,599
13	45,042	46,392	47,742	48,510	49,860	51,210
14	48,274	49,624	50,974	51,743	53,093	54,443
16	51,630	52,980	54,330	55,098	56,448	57,798
18	54,865	56,215	57,565	58,330	59,680	61,030
20	58,291	59,641	60,991	63,025	64,375	65,725
23	59,784	61,134	62,484	64,678	66,028	67,378
25	62,758	64,108	65,458	66,333	67,683	69,033



SALARY SCHEDULE

July 1, 1999 - June 30, 2000

STEP	BA B	BA+30 B I	BA+60 B II	MA C	MA+30 C I	MA+60 C II
1	29,827	31,177	32,527	33,024	34,374	35,724
2	30,650	32,000	33,350	33,935	35,285	36,635
3	31,757	33,107	34,457	35,036	36,386	37,736
4	32,703	34,053	35,403	35,944	37,294	38,644
5	33,525	34,875	36,225	36,932	38,282	39,632
6	34,481	35,831	37,181	38,154	39,504	40,854
7	35,488	36,838	38,188	39,344	40,694	42,044
8	36,987	38,337	39,687	40,865	42,215	43,565
9	38,618	39,968	41,318	42,467	43,817	45,167
10	40,222	41,572	42,922	43,862	45,212	46,562
11	41,835	43,185	44,535	45,310	46,660	48,010
12	43,453	44,803	46,153	46,923	48,273	49,623
13	45,075	46,425	47,775	48,544	49,894	51,244
14	49,919	51,269	52,619	53,188	54,538	55,888
16	53,275	54,625	55,975	56,543	57,893	59,243
18	56,510	57,860	59,210	58,875	60,225	61,575
20	60,226	61,576	62,926	64,470	65,820	67,170
23	61,388	62,738	64,088	67,592	68,942	70,292
25	64,849	66,199	67,549	68,620	69,970	71,320

SALARY SCHEDULE

July 1, 2000 - June 30, 2001

STEP	BA B	BA+30 B I	BA+60 B II	MA C	MA+30 C I	MA+60 C II
1	29,874	31,224	32,574	33,076	34,426	35,776
2	30,595	31,945	33,295	33,874	35,224	36,574
3	31,439	32,789	34,139	34,809	36,159	37,509
4	32,575	33,925	35,275	35,938	37,288	38,638
5	33,545	34,895	36,245	36,870	38,220	39,570
6	34,388	35,738	37,088	37,883	39,233	40,583
7	35,369	36,719	38,069	39,136	40,486	41,836
8	36,402	37,752	39,102	40,357	41,707	43,057
9	37,939	39,289	40,639	41,917	43,267	44,617
10	39,612	40,962	42,312	43,561	44,911	46,261
11	41,258	42,608	43,958	44,991	46,341	47,691
12	42,912	44,262	45,612	46,477	47,827	49,177
13	44,572	45,922	47,272	48,131	49,481	50,831
14	51,204	52,554	53,904	54,558	55,908	57,258
16	54,647	55,997	57,347	57,999	59,349	60,699
18	57,965	59,315	60,665	60,391	61,741	63,091
20	61,777	63,127	64,477	66,130	67,480	68,830
23	62,969	64,319	65,669	69,332	70,682	72,032
25	66,519	67,869	69,219	70,387	71,737	73,087

SALARY SCHEDULE

July 1, 2001 - June 30, 2002

STEP	BA B	BA+30 B I	BA+60 B II	MA C	MA+30 C I	MA+60 C II
1	29,874	31,224	32,574	33,076	34,426	35,776
2	30,621	31,971	33,321	33,903	35,253	36,603
3	31,360	32,710	34,060	34,721	36,071	37,421
4	32,225	33,575	34,925	35,679	37,029	38,379
5	33,389	34,739	36,089	36,837	38,187	39,537
6	34,384	35,734	37,084	37,791	39,141	40,491
7	35,248	36,598	37,948	38,830	40,180	41,530
8	36,253	37,603	38,953	40,115	41,465	42,815
9	37,312	38,662	40,012	41,366	42,716	44,066
10	38,888	40,238	41,588	42,965	44,315	45,665
11	40,603	41,953	43,303	44,650	46,000	47,350
12	42,289	43,639	44,989	46,116	47,466	48,816
13	43,985	45,335	46,685	47,639	48,989	50,339
14	52,216	53,566	54,916	55,635	56,985	58,335
16	55,863	57,213	58,563	59,144	60,494	61,844
18	59,254	60,604	61,954	61,656	63,006	64,356
20	63,151	64,501	65,851	67,436	68,786	70,136
23	64,369	65,719	67,069	70,702	72,052	73,402
25	68,182	69,532	70,882	72,147	73,497	74,847

SALARY SCHEDULE

July 1, 2002 - June 30, 2003

STEP	BA B	BA+30 B I	BA+60 B II	MA C	MA+30 C I	MA+60 C II
1	30,382	31,732	33,082	33,638	34,988	36,338
2	31,129	32,479	33,829	34,465	35,815	37,165
3	31,907	33,257	34,607	35,327	36,677	38,027
4	32,677	34,027	35,377	36,179	37,529	38,879
5	33,578	34,928	36,278	37,178	38,528	39,878
6	34,791	36,141	37,491	38,384	39,734	41,084
7	35,828	37,178	38,528	39,378	40,728	42,078
8	36,728	38,078	39,428	40,461	41,811	43,161
9	37,776	39,126	40,476	41,800	43,150	44,500
10	38,879	40,239	41,589	43,021	44,453	45,803
11	40,521	42,053	43,403	44,684	46,120	47,470
12	42,308	43,658	45,008	46,436	47,875	49,225
13	44,065	45,415	46,765	47,961	49,403	50,753
14	52,738	54,088	55,438	56,190	57,540	58,890
16	56,422	57,772	59,122	59,735	61,085	62,435
18	59,847	61,197	62,547	62,273	63,623	64,973
20	63,783	65,133	66,483	68,110	69,460	70,810
23	65,013	66,363	67,713	71,409	72,759	74,109
25	70,103	71,453	72,803	74,181	75,531	76,881

SALARY SCHEDULE

July 1, 2003 - June 30, 2004

STEP	BA B	BA+30 B I	BA+60 B II	MA C	MA+30 C I	MA+60 C II
1	30,846	32,196	33,546	34,158	35,508	36,973
2	31,593	32,953	34,303	34,988	36,336	37,801
3	32,371	33,721	35,071	35,848	37,198	38,663
4	33,106	34,532	35,882	36,746	38,066	39,561
5	33,939	35,335	36,685	37,634	38,984	40,449
6	34,878	36,274	37,624	38,674	40,026	41,489
7	36,142	37,253	38,603	39,977	41,281	42,746
8	36,933	38,283	39,633	40,632	41,982	43,732
9	37,871	39,221	40,571	41,860	43,210	44,860
10	38,962	40,312	41,662	43,155	44,505	46,255
11	40,112	41,462	42,812	44,714	46,164	47,614
12	41,823	43,673	45,023	46,450	47,600	49,350
13	43,685	45,035	46,385	48,279	49,429	51,179
14	52,866	54,216	55,566	56,461	57,811	59,161
16	56,586	57,936	59,286	59,933	61,283	62,633
18	60,045	61,395	62,745	62,495	63,845	65,195
20	65,360	66,710	68,060	69,422	70,772	72,122
23	66,628	68,278	69,628	72,823	74,573	75,923
25	71,290	72,640	73,990	75,504	76,854	78,204

## Appendix B<sub>1</sub>

(July 1, 1998 – June 30, 2002)

## Co-Curricular Activities (High School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level I</b>					
Yearbook Advisor	\$2710.00	\$2736.00	\$2942.00	\$3096.00	\$3520.00
<b>Level II</b>					
Grade 9 Advisor	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Grade 10 Advisor	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Grade 11 Advisor (2 positions)	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Grade 12 Advisor	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Spirit Club	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Student Activity Treasurer	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Student Government	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
<b>Level III</b>					
Adventure Club	\$1140.00	\$1238.00	\$1322.00	\$1434.00	\$1672.00
Band	\$1140.00	\$1238.00	\$1322.00	\$1434.00	\$1672.00
Literary Magazine	\$1140.00	\$1238.00	\$1322.00	\$1434.00	\$1672.00
<b>Level IV</b>					
A. F. S. Advisor	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Future Educators Club	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Key Club	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
National Honor Society	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
S. A. D. D.	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
School Newspaper	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Science Club	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Ticket Manager	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Art Club	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
<b>Level V</b>					
Academic Challenge Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Chorus	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Explorer's Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
IA/Technology Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Language Clubs	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Orchestra	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Peer Mediation	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00

**Co-Curricular Activities (High School)**  
**(Continued)**

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
High School Musical Director	\$2449.00	\$2571.00	\$2682.00	\$2841.00	\$3271.00
	Stipend Amounts				
Musical Choreographer					\$803.00
Costume Director					\$1688.00
Musical Orchestra Director					\$1175.00
Musical Chorus Director					\$1688.00
Musical Ticket Chairperson					\$223.00
Art/Set Director					\$803.00
Technical Director					\$25.25 per hour



### Co-Curricular Activities (Middle School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level II</b>					
Marching Band	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Student Activity Treasurer	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
Student Council (2 positions)	\$1691.00	\$1788.00	\$1872.00	\$1997.00	\$2296.00
<b>Level III</b>					
Drama Club (2 positions)	\$1140.00	\$1238.00	\$1322.00	\$1434.00	\$1672.00
<b>Level IV</b>					
Builder's Club	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Flag Corps	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
National Junior Honor Society	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Odyssey of the Mind	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
Publications	\$866.00	\$962.00	\$1043.00	\$1150.00	\$1361.00
<b>Level V</b>					
Art Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Computer Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Craft Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Debate Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Explorer's Club (2 positions)	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Ham Radio Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
IA/Technology Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
International Club (2 positions)	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Math Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Music Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Peer Mediation	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Photography/Video Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
S. A. D. D.	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Science Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Spirit Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Stage Director	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00
Stamp Club	\$727.00	\$828.00	\$905.00	\$1101.00	\$1210.00

## Interscholastic Activities (High School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level I</b>					
Basketball - Boys Varsity	\$2967.00	\$3201.00	\$3423.00	\$3718.00	\$4352.00
Basketball - Girls Varsity	\$2967.00	\$3201.00	\$3423.00	\$3718.00	\$4352.00
Equipment Manager	\$2967.00	\$3201.00	\$3423.00	\$3718.00	\$4352.00
Football - Varsity	\$2967.00	\$3201.00	\$3423.00	\$3718.00	\$4352.00
Swimming - Boys Varsity	\$2967.00	\$3201.00	\$3423.00	\$3718.00	\$4352.00
Wrestling - Varsity	\$2967.00	\$3201.00	\$3423.00	\$3718.00	\$4352.00
<b>Level II</b>					
Baseball - Boys Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Basketball - Boys JV	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Basketball - Girls JV	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Football - Assistant (5 positions)	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Lacrosse - Boys Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Lacrosse - Girls Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Soccer - Boys Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Soccer - Girls Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Softball - Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Swimming - Boys Assistant	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Track - Boys Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Track - Girls Varsity	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
Wrestling - Assistant	\$2846.00	\$3068.00	\$3162.00	\$3349.00	\$3844.00
<b>Level III</b>					
Baseball - Boys JV	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Basketball - Boys Modified A/B	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Basketball - Girls Modified A/B	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Cheer Leading Coach	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Cross Country	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Soccer - Boys J V	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Soccer - Girls J V	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Softball - J V	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Swimming - Girls Varsity	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Tennis - Boys	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Track - Boys Assistant	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
Track - Girls Assistant	\$2557.00	\$2681.00	\$2793.00	\$2962.00	\$3395.00
<b>Level IV</b>					
Bowling	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Cheer Leading Asst.	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00

**Interscholastic Activities (High School)**  
**(Continued)**

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
Field Hockey – Varsity	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Golf	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Soccer – Boys Modified A/B	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Soccer – Girls Modified A/B	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Swimming - Girls Assistant	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Tennis - Girls Varsity	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Volleyball – Boys Varsity	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
Volleyball – Girls Varsity	\$2215.00	\$2325.00	\$2425.00	\$2567.00	\$2946.00
<b>Level V</b>					
Field Hockey - J V	\$1802.00	\$1895.00	\$1979.00	\$2107.00	\$2420.00
Volleyball - Girls JV	\$1802.00	\$1895.00	\$1979.00	\$2107.00	\$2420.00

### Hourly and Event Rates (District Wide)

Activity	Stipend Amount				
Intramural Coaches	\$25.25 per hour				
Middle School (For special activities other than the usual Winter and Spring concerts):					
Band	\$25.25 per hour				
Chorus	\$25.25 per hour				
Orchestra	\$25.25 per hour				
Chaperones (For dances, athletic events, concerts, and other evening activities)	\$50.70 per event				
	Step 1	Step 2	Step 3	Step 4	Step 5
Fitness Center Supervisor (per hour)	\$6.50	\$7.00	\$7.50	\$8.00	\$8.50

## Appendix B<sub>2</sub>

(July 1, 2002 - June 30, 2004)

### Co-Curricular Activities (High School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level I</b>					
Yearbook Advisor	\$2808.00	\$2835.00	\$3048.00	\$3208.00	\$3647.00
<b>Level II</b>					
Grade 9 Advisor	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Grade 10 Advisor	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Grade 11 Advisor (2 positions)	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Grade 12 Advisor	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Spirit Club	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Student Activity Treasurer	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Student Government	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
<b>Level III</b>					
Adventure Club	\$1181.00	\$1283.00	\$1370.00	\$1486.00	\$1733.00
Band	\$1181.00	\$1283.00	\$1370.00	\$1486.00	\$1733.00
Literary Magazine	\$1181.00	\$1283.00	\$1370.00	\$1486.00	\$1733.00
<b>Level IV</b>					
A. F. S. Advisor	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Future Educators Club	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Key Club	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
National Honor Society	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
S. A. D. D.	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
School Newspaper	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Science Club	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Ticket Manager	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Art Club	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
<b>Level V</b>					
Academic Challenge Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Chorus	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Explorer's Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
IA/Technology Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Language Clubs	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Orchestra	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Peer Mediation	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00

**Co-Curricular Activities (High School)**  
**(Continued)**

	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
High School Musical Director	\$2537.00	\$2664.00	\$2779.00	\$2943.00	\$3389.00
	Stipend Amount				
Musical Choreographer					\$832.00
Costume Director					\$1749.00
Musical Orchestra Director					\$1218.00
Musical Chorus Director					\$1749.00
Musical Ticket Chairperson					\$232.00
Art/Set Director					\$832.00
Technical Director					\$26.16 per hour

### Co-Curricular Activities (Middle School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level II</b>					
Marching Band	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Student Activity Treasurer	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
Student Council (2 positions)	\$1752.00	\$1853.00	\$1940.00	\$2069.00	\$2379.00
<b>Level III</b>					
Drama Club (2 positions)	\$1181.00	\$1283.00	\$1370.00	\$1486.00	\$1733.00
<b>Level IV</b>					
Builder's Club	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Flag Corps	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
National Junior Honor Society	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Odyssey of the Mind	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
Publications	\$898.00	\$997.00	\$1081.00	\$1192.00	\$1410.00
<b>Level V</b>					
Art Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Computer Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Craft Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Debate Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Explorer's Club (2 positions)	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Ham Radio Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
IA/Technology Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
International Club (2 positions)	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Math Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Music Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Peer Mediation	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Photography/Video Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
S. A. D. D.	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Science Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Spirit Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Stage Director	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00
Stamp Club	\$754.00	\$858.00	\$938.00	\$1141.00	\$1254.00



## Interscholastic Activities (High School)

Activity	Stipend Amounts				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level I</b>					
Basketball - Boys Varsity	\$3074.00	\$3316.00	\$3546.00	\$3852.00	\$4509.00
Basketball - Girls Varsity	\$3074.00	\$3316.00	\$3546.00	\$3852.00	\$4509.00
Equipment Manager	\$3074.00	\$3316.00	\$3546.00	\$3852.00	\$4509.00
Football - Varsity	\$3074.00	\$3316.00	\$3546.00	\$3852.00	\$4509.00
Swimming - Boys Varsity	\$3074.00	\$3316.00	\$3546.00	\$3852.00	\$4509.00
Wrestling - Varsity	\$3074.00	\$3316.00	\$3546.00	\$3852.00	\$4509.00
<b>Level II</b>					
Baseball - Boys Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Basketball - Boys JV	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Basketball - Girls JV	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Football - Assistant (5 positions)	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Lacrosse - Boys Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Lacrosse - Girls Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Soccer - Boys Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Soccer - Girls Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Softball - Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Swimming - Boys Assistant	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Track - Boys Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Track - Girls Varsity	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
Wrestling - Assistant	\$2949.00	\$3179.00	\$3276.00	\$3470.00	\$3982.00
<b>Level III</b>					
Baseball - Boys JV	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Basketball - Boys Modified A/B	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Basketball - Girls Modified A/B	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Cheer Leading Coach	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Cross Country	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Soccer - Boys J V	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Soccer - Girls J V	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Softball - J V	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Swimming - Girls Varsity	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Tennis - Boys	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Track - Boys Assistant	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
Track - Girls Assistant	\$2649.00	\$2778.00	\$2894.00	\$3069.00	\$3517.00
<b>Level IV</b>					
Bowling	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00

**Interscholastic Activities (High School)**  
**(Continued)**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Cheer Leading Assistant	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Field Hockey – Varsity	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Golf	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Soccer – Boys Modified A/B	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Soccer – Girls Modified A/B	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Swimming - Girls Assistant	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Tennis - Girls Varsity	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Volleyball - Boys Varsity	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
Volleyball - Girls Varsity	\$2295.00	\$2409.00	\$2513.00	\$2660.00	\$3052.00
<b>Level V</b>					
Field Hockey - J V	\$1867.00	\$1964.00	\$2051.00	\$2183.00	\$2507.00
Volleyball - Girls JV	\$1867.00	\$1964.00	\$2051.00	\$2183.00	\$2507.00

## Hourly and Event Rates (District Wide)

Activity	Stipend Amount				
Intramural Coaches	\$26.16 per hour				
Middle School (For special activities other than the usual Winter and Spring concerts):					
Band	\$26.16 per hour				
Chorus	\$26.16 per hour				
Orchestra	\$26.16 per hour				
Chaperones (For dances, athletic events, concerts, and other evening activities)	\$52.52 per event				
	Step 1	Step 2	Step 3	Step 4	Step 5
Fitness Center Supervisor (per hour)	\$6.73	\$7.25	\$7.77	\$8.29	\$8.81

## Appendix C

**Assignments and Obligations of  
Shared and Part-time Teachers**

## **I. Philosophy**

Shared and part-time teachers will be treated equitably and professionally. The treatment of part-time teachers will be equitable to that of full-time teachers with respect to assignments (teaching and duties) and professional time (preparation periods). Shared teachers shall be treated equitably with respect to their peers who teach at only a single site, specifically with respect to assignments (teaching and duties), and professional time (preparation periods). In addition, shared teachers will be ensured adequate travel time which will not conflict with teaching and other assignments, lunch and professional time.

## II. Definition of Terms

The following are defined for use within the context of this document:

Site:	A separate location within the school district. Parkdale, the Main Street Building, and the High School are separate sites.
Part-time teacher:	A teacher who is employed in less than a full-time position (except a .5 kindergarten position).
F.T.E. (Full Time Equivalent):	A numeric factor which is used to describe the employment status of a part-time teacher. This factor is always in relation to a full-time teacher. At the elementary level, the F.T.E. will reflect the percentage of the assigned work day. At the secondary level, the F.T.E. will be based upon 6 professional assignments which include teaching periods and the supervisory assignment.
Shared Teacher:	Any teacher who travels between sites or is responsible to more than one administrator at the Main Street Building.
Travel Time:	Time required by a shared teacher to travel from one site to another as part of their scheduled day.
Home School:	The site at which a shared teacher will receive administrative support such as mail and paychecks.
Professional Assignments:	All tasks which involve the direct teaching and/or supervision of students including assigned preparation time.
Duties:	Those tasks which are primarily supervisory in nature, as opposed to instructional. Examples of duties include study halls; hall, cafeteria, bus and recreation duty; homeroom; activity period; correctives; and detention.
Lunch:	Time will be provided for every teacher who has a .6 or greater F.T.E. assignment.

### **III. Part-time Teachers**

#### **A. Assigned Time**

1. F.T.E. assignments will be assigned in increments of .2, .4, .5, .6, or .8, pursuant to the Part-time Teacher Assignment Chart, included with this document. A teacher who is assigned at least five teaching assignments is considered full time.
2. Increments can be applied to either a full day (e.g., a .2 being one full day per week) or part of a day ( e.g., 20% of the day at the elementary level or 1 teaching period per day at the secondary level plus one duty per week).
3. Changes to F.T.E. assignments shall become effective on the beginning day of a new pay period, whenever possible.

#### **B. Lunch and Planning**

1. Lunch will be incorporated into the schedule of any part-time teacher whose F.T.E. assignment is .6 or greater. Any part-time teacher whose assignment is less than .6 and whose work schedule requires full time status on certain days will have lunch incorporated into their schedule on those full-time days.
2. Planning time is allotted for all part-time teachers in proportion to that of a full-time teacher. For example, if the assignment is .8 at the high school, the teacher will receive four periods per week of planning time.

#### **C. Professional Obligations**

1. It is recommended that faculty meetings should have minutes and the minutes be made available to part-time teachers.
2. A part-time teacher will attend Open House at their building and will participate in parent-teacher conferences and is encouraged to participate in extra assistance to students, co-curricular and extra-curricular activities, committee work, and staff development activities.



## IV. Shared Teachers

### A. Assigned Time

1. The shared teacher will be allotted 15-20 minutes travel time within the village and 25-30 minutes travel time between the village and the high school for each separate trip the teacher needs to make between sites.
2. The beginning and the ending of a shared teacher's day will be that of the school in which the teacher begins his/her day, unless an alternative arrangement is mutually agreed upon by the teacher and the administrators involved.

### B. Lunch and Planning

1. The shared teacher will have a lunch and a planning period separate from allotted travel time.

### C. Professional Obligations

1. Each shared teacher will have a "home school". The teacher and his/her administrators will have resolved, by September 1st, whenever possible, but by no later than September 15th of each year, the clarification of administrative details such as:
  - a. observations and evaluations
  - b. open house attendance
  - c. parent-teacher conferences
  - d. faculty meeting attendance
  - e. planning period and lunch location
2. Administrators of shared teachers will coordinate the schedules of those teachers so that the teacher is not overburdened with duties in multiple buildings. Administrators will make every effort to balance schedules regarding duties and student contact time.
3. If a shared teacher attends more than one Open-House, the teacher will be allowed an equal amount of released time.

## Part-time Teacher Assignment Chart

	Regular Secondary Classroom (7-12)	Elementary (K-6)
Part-time Assignment	Average Teaching Assignment Per Day	Average Time Per Day
.2*	1	20%
.4	2	40%
.5**	2 ½	50%
.6	3	60%
.8	4	80%

\*A regular classroom part-time teacher who, for example, is assigned .2 and teaches one full day (instead of daily assignments) will have at least 5 classes and will be given one supervisory assignment, lunch, and a planning period on that full day.

\*\*In the case of a secondary assignment, the .5 secondary teacher could be assigned 2 classes one semester and 3 classes another semester or the .5 secondary teacher could be assigned 3 classes three days a week and 2 classes two days a week.

---

## Appendix D

**GRIEVANCE FORM**

Date: \_\_\_\_\_

Submitted to: \_\_\_\_\_

Stage: \_\_\_\_\_

1. Aggrieved unit member(s) (list additional names and signatures on back)

**Name**

**Signature**

2. What provisions of the Agreement were violated by the District?

3. Briefly summarize facts which give rise to this grievance:

4. What action is requested to resolve the grievance?

Received by: \_\_\_\_\_

*Signature*