

Negotiated Agreement By and Between  
the  
Clarence Central School District  
and the  
Clarence Teachers' Association

July 1, 2012 – June 30, 2015

*Together We Make Learning a Way of Life*

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**THIS AGREEMENT** is made by and between the **CLARENCE CENTRAL SCHOOL DISTRICT** (“**DISTRICT**”) and the **CLARENCE TEACHERS’ ASSOCIATION** (“**ASSOCIATION**”).

## **ARTICLE I**

### **Recognition**

#### **Section 1.01 - Representation**

The Clarence Board of Education, having determined that the Clarence Teachers’ Association represents a majority of the teachers in the negotiating unit composed of all regular professional and certificated personnel, except those serving under the title of Administrative Assistant, part-time Administrative Assistant, Assistant Principal, Principal, Director of Health, Physical Education and Athletics, Director of Special Education, Assistant Director of Special Education, Director of Personnel, Director of Curriculum and Staff Development, Director of Technology, and Superintendent of Schools, hereby recognizes the Clarence Teachers’ Association as the exclusive bargaining representative for the negotiating unit of the Clarence Central School District. Recognition shall extend for the maximum period as provided by law.

The Association shall represent, for purposes of negotiations, all persons in the negotiation unit, including part-time and regular substitute teachers regardless of membership in the Association. It is further understood by the Board, the Association and the Administration that membership in the Association shall not be a condition of employment or a condition for the continuation of employment for any teacher of the Clarence Central School District. The Board shall not influence teachers in any way in the exercise of their rights to join or refrain from joining any teacher organization.

## **ARTICLE II**

### **Definitions**

#### **Section 2.01 - Definitions**

As used in this Agreement:

1. **Board** shall mean the Board of Education of the Clarence Central School District.
2. **Superintendent** shall mean the Superintendent of Schools of the Clarence Central School District.
3. **Association** shall mean the Clarence Teachers’ Association.
4. **Teacher** shall mean all regular full-time professional certificated personnel, except those serving under the titles of Administrative Assistant, part-time Administrative Assistant, Assistant Principal, Principal, Director of Health, Physical Education and Athletics, Director of Special Education, Assistant Director of Special Education, Director of Personnel, Director of Curriculum and Staff Development, Director of Technology, and Superintendent of Schools.
5. **District** shall mean the Clarence Central School District.

6. **Part-time teacher** shall mean a teacher who works less hours than a regular full-time teacher.
7. **Regular substitute** shall mean a teacher appointed through Board action to replace a regularly appointed teacher who is absent, but is expected to return.

All Articles, with the exception of Articles III, X (10.04), XI, XII, XIV, XV, XVII, and XVIII will apply for part-time and regular substitute teachers. Benefits will be prorated as applicable for part-time teachers, based on time worked.

## **ARTICLE III**

### **Notice of Assignments**

#### **Section 3.01 - Regular**

1. Normally all teachers will be informed of the date on which service is to begin their tentative class assignments and other major conditions of employment within a reasonable period of time after the vote of the annual budget and no later than the Wednesday prior to the last week of school in June. All secondary teachers shall be informed in writing. The major conditions are: the type of position, the salary schedule, the period covered by the salary, required extra duties, and length of actual service expected. The final class assignment will be substituted for the tentative class assignment if the Master Scheduling process is completed by June 1. Secondary teachers may inspect the most recent class lists available during August, by prior appointment with a Building Administrator. Elementary teachers of special subjects may review and discuss their subsequent school year schedules with the Building Principal by prior appointment during July and August. Administrators will be requested to avoid, whenever possible, scheduling special teacher classes consecutively over long periods of time. In the event that a resource room teacher is not employed in a school, handicapped pupils currently designated by the C.S.E. will be identified on final class lists.
2. Teachers assigned to teach a course outside of their certification area for the first time, secondary teachers assigned to another secondary building for the first time, and teachers transferred between the primary and intermediate units for the first time will be given first priority for summer curriculum work.
3. Prior to June 1 each school year, teachers at the High School and Middle School may inform the Building Principal, in writing, of their preference for the available assignment to either corridor or study hall duty or tutorial assignment. This preference and tutorial qualifications will be criteria to be considered when the assignment is made.

#### **Section 3.02 - Special**

1. If regular staff members are to be engaged between June 30 and September 1 for positions other than summer school employment or curriculum development work, there will be notification by May 15 of the type of position, the salary schedule, the period covered by the salary, and the expected work schedule. Acknowledgment of this notice of assignment will be required within a two-week period.
2. Teachers applying for summer school employment or curriculum development work will

be informed as to whether or not they will be recommended for employment prior to the annual meeting and subject to the budget being approved.

### **Section 3.03 - Extenuating Circumstances**

The above conditions (3.01 and 3.02) will be adhered to except in cases of extenuating circumstances. These circumstances may include such conditions as scheduling adjustments that must be made as a result of personnel changes. Teachers affected will be informed as soon as practicable. Secondary teachers will be informed in writing.

### **Section 3.04 - Negotiated Agreement**

The teachers will receive a copy of the ratified negotiated agreement as soon as it is available.

## **ARTICLE IV**

### **Workday**

#### **Section 4.01 - Workday**

1. Effective with the first duty day of the 2005-06 school year, the teacher's workday shall consist of seven and one-quarter (7 $\frac{1}{4}$ ) continuous hours. Teachers recognize and accept the responsibility to attend faculty meetings, department meetings, parent-teacher conferences, student remediation, and other necessary professional obligations which may entail the expenditure of time beyond the normal workday.
2. Included in the teacher work week shall be a daily thirty-minute lunch period and a minimum planning time equivalent to two hundred (200) minutes per week.
3.
  - a. Subsequent to two written warnings within a school year, teachers who arrive late or leave early on school days, without permission of a Building Administrator, will be subject to making up the lost time or a salary deduction prorated on the time lost based on the seven and one-quarter (7 $\frac{1}{4}$ ) hour teacher workday.
  - b. Building Administrators will not penalize a teacher for obvious emergencies which cause a teacher to be late, or leave early.
4.
  - a. At the Staff member's request, the teachers may begin their workday at a time earlier than the start of the normal school day or later than the normal school day. Such teachers will be able to leave at the end of seven and one-quarter (7 $\frac{1}{4}$ ) consecutive hours, providing their scheduled responsibilities are completed. Prior approval of the Building Principal must be obtained for such workday changes.
  - b. Beginning May 1, Building Principals will accept requests from teachers who wish to utilize a flexible time schedule the following year.

#### **Section 4.02 - Lunch**

1. Full-time elementary school teachers shall have a minimum thirty (30) minute continuous lunch period free from assigned duty each day, except when unusual conditions prevail (i.e., field trips, etc.).

2. Full-time secondary teachers shall have a lunch period that corresponds in length to the student lunch period.

#### **Section 4.03 - Outside Duty**

Secondary teachers shall be assigned to duty outside of the school building as deemed necessary by the Building Principal. With the exception of bus duty, such assignments should be on a mutually acceptable basis, whenever possible. If, in the judgment of the Building Principal, adequate supervision does not exist, additional assignments will be made, except for emergencies, according to seniority, on a rotating basis for those teachers available at that time for such an assignment.

#### **Section 4.04 - Traveling Teachers**

At the secondary level, teachers who are regularly scheduled to work in and travel to more than one District school building, within the school day, may be given a homeroom assignment, but will be relieved from the class-length period of supervisory duty.

#### **Section 4.05 - Job Sharing**

##### 1. Program

- a. A job sharing program ("program" hereafter) exists within the District which allows full-time tenured teachers to voluntarily request a reduction to part-time status subject to the conditions set forth below.
- b. The Superintendent will consider annual requests for job-share positions from two full-time tenured teachers who are recommended by their Principal(s). Probationary teachers shall not be eligible to participate in the program.
- c. The job-share position is defined as one full-time position shared by two (2) tenured teachers for the seven and one-quarter (7¼) hour workday and with the responsibilities provided in Article IV of the collective bargaining agreement between the District and the Association.
- d. Requests for job sharing must be submitted in writing by the teachers to the Superintendent no later than April 1 of the year prior to which the program is to commence. The Superintendent will consider the requests at his sole discretion according to the District's needs.

##### 2. Job-Sharing Regulations and Conditions

- a. As job-sharing is a voluntary reduction by a teacher from full-time to part-time status, he/she does not continue to accrue seniority within the tenure area for purposes of layoff and recall for the duration of the period in which he/she is in part-time status. However, job-share teachers will not lose seniority accrued prior to becoming a job-share teacher for layoff or recall purposes.
- b. The salary of a job-share teacher shall be prorated according to the contractual salary step that would apply to that teacher if the teacher were full-time. Credit for graduate hours or other applicable stipends to which the teacher is entitled if he/she were full-time will also be prorated. Each job-share teacher must complete one (1)

year of service to be eligible for the next step on the salary schedule the following year.

- c. Job-share teachers shall not lose any benefits earned prior to becoming a job-share teacher. However, during the job-share period all contractual benefits such as health insurance, dental insurance, sick leave days, etc. shall be prorated. New York State Teacher Retirement System credit shall also be prorated.
- d. Both job-share teachers for each job-share position shall attend Superintendent's days, open house and parent/teacher conferences. The job-share teachers will develop a plan to address attendance at and communication concerning all other such required professional meetings subject to prior approval of the principal of the building in which the teachers are job-sharing.
- e. Both job-share teachers shall substitute for each other whenever possible. Substituting will be compensated at the substitute teacher rate of pay for the additional time worked.

### 3. Termination

- a. Should the principal of the building in which the job-sharing teachers are working, or the Superintendent, determine that the program is not meeting the needs of the District, a meeting will be held with all involved parties including an Association representative. At this meeting, conditions for terminating the job-share agreement will be arranged with the teachers involved. These teachers shall have a maximum of ten (10) work days in which to return to full-time teaching positions or to exercise other available contractual options.
- b. Upon conclusion of the approved job-share position, each job-share teacher shall return to full-time status in his/her respective tenure area and will resume the accrual of full-time seniority and benefits as was the case prior to the job-sharing program.
- c. Any dispute under this Job-Sharing Program is excluded from the grievance procedure except for a grievance alleging that the District is violating Section 4.05 (2) a, b, c or e or (3) b.

### **Section 4.06 - Distance Learning**

Distance learning assignments will be made only to qualified teachers who voluntarily accept these assignments.

## **ARTICLE V**

### **Calendar**

#### **Section 5.01 - Calendar**

In the 2012-13, 2013-14, and 2014-15 school years, the teacher calendar shall not exceed **188** days, five (5) of which shall be non-instructional days, including one (1) conference day, one (1) opening meeting day, one (1) non-instructional day devoted to curriculum development and/or in-service training, and one (1) day to be observed as a half-day devoted towards teacher orientation

and preparation and the other half-day to be determined by the Association. The CTA and the District will inform each other in writing, in advance, at the earliest practical date, the programs each intends to sponsor during their half (½) of the day. These days shall be scheduled between the beginning of September and the end of June in any given school year. Work days beyond those specified above shall only be required in cases at the end of the normal work year when a teacher's regular duties have not been completed. Effective July 1, 2003, the District may hold up to three (3) non-instructional days prior to the first student attendance day of the school year. These three (3) days shall include one (1) day which is half (½) teacher directed and half (½) Association directed. The other two (2) days shall be District directed.

Effective with the 2015-16 school year, the teacher calendar shall not exceed 189 days, six (6) of which shall be non-instructional days, including one (1) conference day, one (1) opening meeting day, one (1) non-instructional day devoted to curriculum development and/or in-service training, and one (1) day to be observed as a half-day devoted towards teacher orientation and preparation and the other half-day to be determined by the Association. The CTA and the District will inform each other in writing, in advance, at the earliest practical date, the programs each intends to sponsor during their half (½) of the day. These days shall be scheduled between the beginning of September and the end of June in any given school year. Work days beyond those specified above shall only be required in cases at the end of the normal work year when a teacher's regular duties have not been completed. Effective July 1, 2003, the District may hold up to three (3) non-instructional days prior to the first student attendance day of the school year. These three (3) days shall include one (1) day which is half (½) teacher directed and half (½) Association directed. The other two (2) days shall be District directed.

The District will schedule an elementary staff development day in March of each calendar year unless the minimum number of State required student attendance days cannot be met. That staff development day shall be devoted to teacher-directed professional activities. Products from the day will be submitted to the building principal.

The District may schedule 189 work days between the Tuesday before Labor Day and June 30, exclusive of weekends, recognized national holidays, and the Friday before Labor Day. Workdays beyond the end of the school year may only be scheduled to meet State student attendance requirements. The Association will participate in the development of the annual school calendar.

## **Section 5.02 - Elementary Teachers Year-End Schedule**

Effective with the 2005-2006 school year, the District will provide teachers in grades K-6 inclusive, the equivalent of two and one-half (2½) days free from student instruction scheduled during the last week of the student school year.

## **ARTICLE VI**

### **Salary**

#### **Section 6.01 - Salary Schedules**

Teacher salaries shall be paid in accordance with Appendix "A" effective September 1 in the appropriate school year.

The District and the Association have agreed to accept the District's written confirmation that it will continue the past practice to grant credit toward District service, or service rendered as a regular



substitute teacher of the District, for the purposes of determining salary and any other benefit entitlements based upon District service.

The salary schedules for 2012-13 shall be reflected in Appendix A. Employees who are off the schedule shall receive a \$750 stipend which shall not be considered part of the salary schedule for 2013-14.

The salary schedules for 2013-14 shall be identical to the salary schedules for 2011-12. Employees who are off the schedule shall receive a \$750 stipend which shall not be considered part of the salary schedule for 2014-15.

The salary schedules for 2014-15 shall be identical to the salary schedules for 2011-12 with the single exception that, effective July 1, 2014, the schedule shall be adjusted to include Step 20 with a salary of \$93,000.

### **Section 6.02 - Home Teachers**

Home teachers shall be paid for authorized instruction per the following hourly rate schedule:

<u>Effective</u>	<u>Rate</u>
September 1, 2012	\$35

### **Section 6.03 - After-School Tutorial Program**

Teachers involved in the in-school tutorial program that is scheduled outside of the regular school day shall be paid per the following schedule:

<u>Effective</u>	<u>Rate</u>
September 1, 2012	\$70 per two (2) hour session

### **Section 6.04 - Automobile Use**

Teachers who are required by the District to use their personal automobiles for school business or to travel regularly between buildings shall be reimbursed according to the rate contained in the Internal Revenue Service Guidelines in effect July 1 of each year this Agreement is in force.

### **Section 6.05 - Payroll Schedule**

1. Teachers shall be paid on a bi-weekly basis beginning with the first Friday of the first week of school in September, according to the schedule published in the Teachers' Handbook.
2. Teachers shall have the option of receiving their salary payments through either the twenty-two (22) or twenty-six (26) pay plan, provided they are employed at the beginning of the school year. If teachers choose the twenty-six (26) pay plan, they shall receive four (4) additional paychecks on the last pay date in June.
3. If a scheduled pay date occurs during a vacation period, paychecks may be picked up at the Personnel Office on the scheduled pay date or issued to the teacher on the first day the teacher returns to school.

4. The School District shall not be held accountable under the grievance procedure for inability to meet the above conditions due to extenuating circumstances.

### **Section 6.06 - Step Placement**

1. Teachers appointed after the school year commences must complete a minimum of five (5) months of service in order to be eligible for the next step on the salary schedule the following year.
2. Individuals appointed as regular substitute teachers shall be granted credit toward District service for the purpose of determining salary and any other benefit entitlements based upon District service.

### **Section 6.07 - Graduate Hours**

1. All approved hours earned subsequent to the Bachelor's Degree may be used for salary credit. Approved hours include undergraduate credit required for certification and/or credit earned previous to a Master's Degree and applicable in the post-Master's field. For teachers hired with an effective starting date of September 1, 2005, all approved hours earned subsequent to the Provisional/Initial Certificate may be used for salary credit. Approved graduate hour pay shall be at the rate of \$56 for both the Bachelor's and Master's Salary Schedules.
2. A total of twelve (12) hours of credit, including both college courses and inservice courses, may be earned per school year; six (6) of which may be earned in one (1) semester. The number of college credit hours a staff member may earn during the summer is not limited.
3. All graduate hours beyond the Masters Degree will be subject to prior approval by the Superintendent or his/her designee. Courses for salary credit beyond the Masters must have a direct application to the teacher's present teaching responsibilities.
4. All college and inservice work claimed for salary credit must be supported by written evidence of successful completion. Salary adjustment for additional academic training is made as of September 1 and February 1 according to the teachers' salary schedule. Claims for salary credit must be submitted by October 1 or March 1, and evidence must be submitted that the work was completed prior to the date established for salary change.
5. All graduate hours will be paid in blocks of three (3) graduate credit hours up to and including Master's +78. A PhD will continue to be treated as a Master's +90. Teachers paid on the Bachelor's Salary Schedule will continue to receive pay for up to and including Bachelor's +30. No further increase in graduate credit hours will be granted until the maximum for Bachelor's Salary Schedule (Bachelor's +60), is reached.

### **Section 6.08 - Inservice Credit**

1. Definition. An inservice program is any course or activity not applicable toward a degree and which has as its purpose improving the education proficiency of the professional staff in the Clarence Central School District. An inservice course does not refer to a course presented by a degree-granting institution.

2. Conditions for granting salary credit:
  - a. An individual teacher may apply for up to two (2) hours of inservice credit for salary purposes for each year of service in the District, unless otherwise approved by the Superintendent or his/her designee.
  - b. Inservice credit for salary purposes must be earned while in the employ of the District.
  - c. When taking an inservice course for salary credit, the course requirements must be met.
  - d. If a teacher in the District is receiving credit at the present time for an inservice course, this credit shall continue.
  - e. The same inservice course cannot be credited more than once.
  - f. Teachers shall be allowed to audit an inservice course, but in order to receive credit, an individual must meet the course requirements.
  - g. All inservice work for salary credit must be approved in advance by the Superintendent of Schools or his/her designee.
3. Criteria for determining the worth of a course for credit:
  - a. One (1) hour of inservice credit will be granted for every fifteen (15) hours of class time.
  - b. The person(s) conducting the course shall be qualified in the area they are instructing.
  - c. The inservice course content shall have direct value to the educational program in the District.
  - d. Application for inservice credit, including a course description of the courses to be taken outside the District, must be made prior to enrollment. Acknowledgment of the successful completion of all inservice courses must be forwarded to the Superintendent or his/her designee upon completion to receive credit.
  - e. The Superintendent of Schools or his/her designee shall approve inservice courses and activities for credit.

### **Section 6.09 - Summer Curriculum Pay Schedule**

Effective July 1, 2012, the daily stipend will be \$130.

**Section 6.10 – Occupational Therapist**

The individual currently employed in the title Occupational Therapist shall be paid in accordance with the following:

2012-2013	\$51,375
2013-2014	\$52,125
2014-2015	\$53,540

Newly hired Occupational Therapists shall be limited to the BA Salary Schedule and may not progress beyond Step 10.

**ARTICLE VII**

**Extracurricular Activities**

**Section 7.01 - Schedule and Levels**

Extracurricular salaries shall be paid in accordance with the schedules contained in Appendices “B” and “C”.

**Section 7.02 - Definition**

1. Extracurricular activities are those generally not included in the regular school curriculum which enrich the students’ experience. These activities should take place on a regular basis either at sometime beyond the hours of regular student attendance, or be of the nature which requires a teacher to give up released or unassigned time during the day.
2. Extracurricular activities are not to be confused with those duties that occur occasionally throughout the year and are necessary adjuncts to the position of the teachers. Neither are they to be classified as extracurricular even if they do occur outside of the regular school day, provided some other adjustment has been made in the teacher’s load, assignment or starting time, that clearly compensates for the additional assignment.

**Section 7.03 - Appointment**

Extracurricular activities established in accordance with the above concept will:

- a. Be staffed on an annual basis by appointment upon recommendation of the Building Principal to the Superintendent.
- b. Be posted in all buildings. Applications for positions will be filed with the Principal of the Building in which the activity takes place. One (1) designated CTA representative will receive a copy of all extracurricular postings.
- c. Be subject to the regulations established by the Principal in the Building where the activity takes place.
- d. The District will give preference to qualified teachers over non-bargaining unit employees for these positions, provided their qualifications are relatively equal.

- e. Individuals who are non-bargaining unit appointments will be subject to an agency fee of ten dollars (\$10.00) or one percent (1%) of the extracurricular salary, whichever is greater.

**Section 7.04 - Level Change Committee**

The parties shall establish a committee to review extracurricular level assignments. The committee shall make recommendations to the Superintendent and the CTA.

**ARTICLE VIII**

**Coordination**

**Section 8.01 - Compensation**

- 1. Department Chairs and Elementary Chairs (excepting those listed in Section 8.03) will be compensated as follows:

<u>2012-13 Annual Stipend</u>	<u>2013-14 Annual Stipend</u>	<u>Actual Number of Teachers in Department/Level</u>
\$ 1,185	\$ 1,185	3 – 5
\$ 1,245	\$ 1,245	6 – 8
\$ 1,455	\$ 1,455	9 – 12
\$ 1,665	\$ 1,665	13 – 16
\$ 1,702	\$ 1,702	17 +

<u>2014-15 Annual Stipend</u>	<u>Actual Number of Teachers in Department/Level</u>
\$ 1,185	3 – 5
\$ 1,245	6 – 8
\$ 1,455	9 – 12
\$ 1,665	13 – 16
\$ 1,702	17 +

- 2. Team Leaders
  - a. The duties and responsibilities will be determined by the District. In general, these will include orientation of team members, assisting in the setting and implementation of team goals, coordinating team project calendars and team homework hotline assignments, and communication with special subject area teachers.
  - b. Effective with the 2012-13 school year, the annual compensation for teachers assigned to these positions will be \$874.

**Section 8.02 - Appointment**

- 1. The teachers who are recommended to the Board of Education as department chairs will be notified of this fact by the last day of school in June. The current annual procedure to refill operative chairs will be followed in the future, including the written posting, notice to department staff members of the applicant, and invitation for written or verbal comments upon any of the applicants by department staff.

2. Team Leaders will be recommended by the Building Principal for appointment based on nomination by the respective academic team and may be rotated among any other team members every two years.

**Section 8.03 - Compensation for Certain High School Department Chairs**

If the District assigns a High School Department Chairperson an additional teaching period, in lieu of release time in the instructional subject areas of art, business, English, foreign language, mathematics, music, physical education, science, social studies, special education or guidance, that chairperson’s annual stipend will be as follows:

<u>2012-13 Annual Stipend</u>	<u>2013-14 Annual Stipend</u>	<u>Actual Number of Teachers in Department/Level</u>
\$ 3,173	\$ 3,173	3 – 5
\$ 3,332	\$ 3,332	6 – 8
\$ 3,897	\$ 3,897	9 – 12
\$ 4,457	\$ 4,457	13 or more
<u>2014-15 Annual Stipend</u>		<u>Actual Number of Teachers in Department/Level</u>
\$ 3,173		3 – 5
\$ 3,332		6 – 8
\$ 3,897		9 – 12
\$ 4,457		13 or more

**ARTICLE IX**

**Health Benefits**

**Section 9.01 - School District Cost**

1. Medical Program
  - a. Effective July 1, 2010, the District shall self-fund health insurance coverage for eligible and participating association members and will offer the following health insurance plans:
    - Clarence CSD C Plan
    - Clarence CSD Active & Family
    - Clarence CSD HDHP (\$1,100/\$2,200 deductible)
  - b. Effective July 1, 2010, the prescription drug co-payment on health insurance plans shall be as follows:

<u>Insurance Plan</u>	<u>Tier I</u>	<u>Tier II</u>	<u>Tier III</u>
Clarence CSD C Plan	\$5	\$15	\$30
Clarence CSD Active & Family	\$10	\$20	\$35
Clarence CSD HDHP (after deductible)	\$10	\$30	\$50

In the event that an insurance company unilaterally changes its prescription drug rider co-payment amounts, the District and the Association shall negotiate to secure a new rider which results in the least increase in cost to the bargaining unit members.

- c. The District's contribution for health insurance premium equivalents regardless which plan an employee selects shall be 92%. Beginning with the 2014-2015 school year, the District's contribution for all health insurance plans will be 90%. The District's contribution to the Clarence CSD HDHP premium equivalents will not exceed the District's contribution to the Clarence CSD C Plan.
- d. In accordance with IRS Code Section 105h, bargaining unit members who select the Clarence CSD C health insurance plan shall be issued a debit card with an annual funding of the card by the District as follows: \$150 for individuals eligible for the single plan, \$275 for individuals eligible for the double plan, and \$350 for individuals eligible for the family plan.
- e. For employees enrolled in the Clarence CSD HDHP plan, the District shall establish a plan in accordance with IRS Code Section 105h with annual deposits of \$1,100 (single plan) and \$2,200 (two person or family plan). Unused funds shall accumulate with no maximum accumulation.
- f. The District will not institute changes in the benefit plans or levels of coverage which are in effect pursuant to Section 9.01(a) and (b) above, until and unless a new plan is negotiated during the term of this Agreement. A joint task force will be formed as soon as possible for the purpose of examining and developing health care options to be recommended to the Superintendent and President of the CTA. Ratification by a majority vote of the CTA and Board is required for implementation.
- g. In the event a health insurance plan is changed or modified by a carrier, the District will offer an equivalent plan from the same carrier.
- h. The District shall offer an annual open enrollment period.

2. Dental Program

The District will provide the Delta Dental Care Plan IV. The District will pay 85% of the premiums for such coverage based upon the monthly premium in effect on July 1 and also on January 1 of each year the contract is in effect.

3. Non-Duplication

No teacher shall be entitled to cover a dependent or spouse by the District's group health plan or its dental plan if said dependent or spouse is otherwise enrolled in another comparable group health insurance or dental plan, and in no event shall this District furnish duplicate health or dental plan coverage for husband-wife employees of the School District.

### **Section 9.02 - Health Insurance Plan**

1. The School District may substitute comparable health insurance plans provided by other carriers for the ones specified in Section 9.01, with the mutual consent of the Clarence Teachers' Association and providing coverage is applicable to all prior health conditions of teaching employees.
2. At the request of the District or the Association a health insurance study committee composed of representatives of both the District and the Association will examine health insurance plans from carriers other than Blue Cross to determine if equal or better coverage can be obtained without increasing the premium cost. Any recommendations resulting from this study must be approved by the District and the Association.

### **Section 9.03 - Group Plan Rights**

Employees and their dependents, including long-term regular substitute teachers who are terminated may continue as members of the School District's group medical and/or dental plan(s) for up to 18 months following the date of their termination. In addition, if an employee dies or becomes divorced or legally separated, his or her covered dependents who are not covered under any other plan may continue coverage for up to 36 months. Eligible persons electing this group plan will be required to pay the full premium cost. The School District may also charge an additional 2% to offset the administrative costs of the program.

## **ARTICLE X**

### **Absences and Leaves**

#### **Section 10.01 - Accumulative Leave**

1. Teachers will be credited with one and six-tenths (1.6) days of leave without loss of pay for each month of employment. The employee will be credited at the time of employment with the number of leave days in accordance with the number of months expected to work between September 1 and June 30.
2. Unused leave may accumulate up to two hundred twenty-five (225) days. At the time of termination of employment, a person's accumulated leave days are relinquished.
3. Reasons for absence covered by accumulated leave:
  - a. A teacher may use accumulated leave for absence due to personal illness.
  - b. A teacher may use ten (10) days accumulated leave in case of illness in the immediate family (father, mother, brother, sister, son, daughter, husband, wife, or other person/relative with whom the teacher resides).



- c. A teacher may use five (5) days of accumulated leave for absence due to death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife or other person/relative with whom the teacher resides, or a relative of the teacher for whom the teacher has responsibility for making necessary funeral arrangements). A teacher shall be allowed five (5) full days with full pay for each case during a school year. The regulations shall apply to relatives, whether by blood or marriage, but no allowance will be granted for days previous to that on which the death occurs.
- d. Personal Day. For absences of a personal nature as defined below, a teacher may use three (3) days per year of accumulated leave without any discretionary judgment on the part of any administrator. The personal day shall require advance notice whenever possible. The personal day cannot be used to extend a vacation or holiday period unless authorized by the Superintendent of Schools. A personal day is defined as:
  - 1. Serious illness or death of someone other than the immediate family.
  - 2. Legal transactions or personal business which cannot be completed at times other than regular school hours.
  - 3. Graduation from college by individual teacher, spouse, son or daughter.
  - 4. Member of a wedding party (bride, bridegroom, best man, bridesmaid, usher, father, mother, sister or brother of the bride or groom).
  - 5. Paternity Leave. One (1) day will be allowed to attend the birth of the child and one (1) day to return the family from the hospital. Childbirth is not to be considered an illness unless complications or actual physical illness develop for the mother or the child.
  - 6. Any extenuating circumstance that is approved by the Office of the Superintendent.
- e. Religious Observance. A teacher may use accumulated leave for observance of religious holidays. A teacher will be allowed three (3) days absence with full pay during a school year.

### **Section 10.02 - Explanation for Absence**

Should there be reason to suggest that accumulative leave days were used for a purpose not permitted by this Agreement, the Superintendent, or his designee in the Central Office, may require a written explanation of the absence.

### **Section 10.03 - Excused Absence**

An excused absence is approved time off with or without pay for which no deduction is made from accumulated leave.

- a. Court Witness Leave. Attendance at court as the result of subpoena is an excusable absence, provided the subpoena is filed with the principal. Full pay will be allowed, provided any remuneration received is transferred to the School District.

- b. Jury Duty Leave. Attendance at court for jury duty is an excusable absence, provided a copy of the official summons of jury duty is filed with the principal. Such employees will be entitled to their regular pay while on jury duty.
- c. Conference Attendance. Attendance at educational conferences which are concerned with the teacher's subject area or New York State Teachers' Retirement System will be considered an excused absence. No salary deduction will be made if the conference attendance is authorized by the School District. Attendance at the New York State Teachers' Retirement System's annual meeting by the elected delegate will be considered as an authorized absence with reimbursement for reasonable and necessary expenses. Conference attendance will be limited to four (4) days per year.
- d. Ordered Military Duty. When ordered to military duty, the teacher shall be granted a leave of absence. Such employees shall receive full pay, not to exceed thirty (30) days.
- e. Disability Leave Due to Pregnancy.
  - 1. As with any other impending medical or surgical procedure which will require absence from work, the teacher shall notify her immediate supervisor at least thirty (30) calendar days (unless extenuating medical circumstances occur) prior to the anticipated beginning of such absence, or as soon as the teacher has such knowledge.
  - 2. That notification will contain the date the leave is expected to start, the anticipated date of return to active employment, whether or not the teacher desires a child care leave to commence upon the end of the disability leave and, if so, the anticipated date of return to active employment.
  - 3. The disability leave will begin when the teacher is disabled from working or on a mutually agreed date, whichever is earlier. The disability leave will end when the teacher is no longer disabled from working, subject to medical confirmation.
  - 4. At least thirty (30) calendar days before the scheduled date of return, the teacher will confirm in writing to her immediate supervisor and Director of Personnel whether or not she will return on that date or must extend the leave because she is disabled from working. If she fails to return to active employment at the end of a disability leave, the teacher will be considered to have resigned voluntarily.

#### **Section 10.04 - Extended Leaves of Absence**

All requests for extended leaves will be applied for and granted in writing.

- a. Military Leave. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. The teacher will be entitled, under law, to all rights accrued to the position during his/her absence.
- b. Peace Corps Leave. A teacher may be granted a leave of absence without pay, for up to two (2) years of service in the Peace Corps.

- c. Personal Leave. The School District may grant an unpaid leave of absence for up to one (1) year.

#### **Section 10.05 - Child-Care Leave**

- a. Eligibility. All probationary and tenured teachers in the District will be entitled to a leave of absence in connection with the care of the teacher's dependent child under the conditions of this section. Child-care leave is available only to take care of a son or daughter of the teacher or the teacher's spouse, who is resident in the teacher's home and who is under six (6) years of age at the time the leave begins.
- b. Application and Commencement. The leave shall begin after the end of a disability leave related to pregnancy of the teacher or for purposes of adoption. Application for the leave shall be filed no fewer than sixty (60) calendar days prior to the estimated initial date of leave. In the event of an unforeseen occurrence which prevents compliance with the notice requirements above, the teacher shall give the advance notice at the earliest possible time.
- c. Unpaid, Duration. The leave of absence shall be without pay or other monetary benefits for a maximum of four (4) full semesters, next following the semester in which the leave of absence begins. The number of semesters will be indicated by the teacher on the application for leave. This leave shall not be counted for the purpose of salary increments, seniority in the tenure area of the position, or probationary service. Within any five (5) school year period, no more than six (6) full semesters of child-care leave shall be permitted for any one teacher.
- d. Return. Resumption of active employment will occur at the beginning of the semester specified in the leave application, or on such other date as mutually determined by the Superintendent and the teacher. A teacher making application to return prior to the expiration of the leave will be given priority if a vacancy occurs in the teacher's area of prior experience. The teacher, in any case, will reconfirm an intention to return to duty following the expiration of the leave by written communication on or before May 1 preceding a first semester return date, or on or before November 1 preceding a second semester return date.
- e. Additional Leave. If a teacher on child-care leave becomes eligible for an additional child-care leave prior to the expiration of the first leave, the teacher will qualify by submitting a properly executed leave application under the conditions specified above.
- f. Miscellaneous. A teacher who has failed to return to active, scheduled employment after the expiration of a child-care leave or who fails to apply for such leave or for additional child-care leave as set forth hereinabove, and who fails to take the required action to correct such deficiency within a ten (10) day period following receipt of notice of same, shall be considered to have voluntarily resigned and severed all employment relationships with the District.

## **ARTICLE XI**

### **Sick Leave Bank**

#### **Section 11.01 - Contributions**

- a. All teachers will be members of the Sick Bank and all will contribute one day each school year until the Bank reaches or exceeds five hundred (500) days. Newly hired teachers will contribute one (1) day their first school year of employment even if the Bank has five hundred (500) or more days.
- b. When the Bank falls below five hundred (500) days, each teacher will contribute one (1) day each school year until the Bank reaches or exceeds five hundred (500) days.

#### **Section 11.02 - Eligibility Criteria**

The criteria to determine the eligibility of a staff member to draw from the Bank are as follows:

- a. The teacher must have already used all of his/her accumulated sick leave.
- b. The teacher's current disability must be at least ten (10) consecutive work days.
- c. The teacher must make a written request for Sick Bank benefits to the Sick Bank Committee, composed of the Superintendent and the CTA President or a designee of either one. The written application shall contain adequate justification.
- d. Medical Documentation prior to as well as during the leave will be provided to the Committee upon request.
- e. The Committee will base its decisions on medical evidence of need. If approved, the maximum withdrawal from the Bank for any individual will be one hundred eighty (180) days. This guideline will not be restrictive for long-term teachers with a history of cautious utilization of leave who have had their accumulative leave depleted due to a recent long-term illness.
- f. The first thirty (30) work days of absence due to illness or physical disability shall not be eligible for sick bank coverage. The employee must use his/her accumulated sick leave time and/or be on unpaid leave status during this time.

## **ARTICLE XII**

### **Sabbatical Leave and Professional Improvement Program**

#### **Section 12.01 - Sabbatical Leave Eligibility**

Teachers with at least seven (7) consecutive years of service in the Clarence Central School District shall be eligible for sabbatical leave. The purpose of such leave shall be preparation for improved service in the District's schools and may be granted for any of the following reasons:

- a. Professional graduate study

- b. Travel in conjunction with study
- c. Research
- d. Independent study
- e. Any combination of the above

### **Section 12.02 - Application for Sabbatical Leave**

Application must be made in writing to the Superintendent of Schools and must give detailed information regarding purpose of the leave, implementation, and practical application to the District's program.

- a. Applications for a full-year sabbatical, a fall semester sabbatical, or summer sabbaticals must be made by January 15 in the school year previous to the desired leave. In the event no applications are received or approved at this time, staff members may then apply for a spring semester leave by October 1 of the school year in which the leave will be awarded.
- b. Applications will be transmitted to the Chairperson of the Teacher Education and Professional Standards Committee (TEPS) by the Superintendent of Schools within five (5) days of their filing. The recommendation of the TEPS Committee of the Clarence Teachers' Association will be submitted to the District by February 15 for leave in the subsequent school year, and November 1 for a spring semester sabbatical leave.
- c. The TEPS Committee will submit a list with a maximum of five (5) names in rank order for the regular sabbatical leave or a separate rank order list of names will be submitted for summer sabbatical leaves. The School District shall select the recipient(s) from one of these lists. Recipient(s) shall be notified by the School Board within fifteen (15) days after recommendation by the Teacher Education and Professional Standards Committee.

### **Section 12.03 - Length of Sabbatical Leave**

- 1. Leave may be granted for either a full year, a one-half ( $\frac{1}{2}$ ) year or summer sabbaticals, as requested and mutually agreed upon in advance. A regular leave shall officially start at the beginning of the school term or year for which it was granted. Summer sabbaticals may be granted during the period of July 1 to August 31. The employee shall not be eligible to return to the position vacated until the period of leave has expired. The Board of Education may discontinue payments for the following reasons:
  - a. A leave ceases to serve the purpose for which it was granted.
  - b. Default on the part of the staff member in the fulfillment of the conditions of the leave.

2. Any basic change in leave plans must have the consent of the Superintendent and the TEPS Committee of the Clarence Teachers' Association.

#### **Section 12.04 - Sabbatical Leave Regulations and Conditions**

1. One (1) sabbatical leave or the equivalent in summer sabbatical leaves will be awarded in any two (2) year period beginning in 1991-92, so that a sabbatical leave will not be taken in one (1) of those years. Staff members may submit proposals according to the following options:
  - a. A full-year leave at three-fourths ( $\frac{3}{4}$ ) rate of pay.
  - b. A half-year leave at three-fourths ( $\frac{3}{4}$ ) rate of pay.
  - c. A half-year leave at full pay.

NOTE: Choice of alternative 1c limits the number of graduate hours earned for salary credit while on leave to 50% of the total hours earned. At no time in the future may the balance of non-allowable hours for salary credit be used for this purpose. It is required that this half-year leave at full pay involves matriculation in credit-bearing courses.

2. It is expected that the personal and professional integrity of the individual will assure his/her return to the service of the District for a period of at least one (1) year following the expiration of the leave of absence involving one (1) year, and one-half ( $\frac{1}{2}$ ) year following the expiration of the leave of one-half ( $\frac{1}{2}$ ) year.
3. On returning from leave, an employee shall have the right to continue in his former position, one equivalent or one in relation to his new status developed from the leave.
4. The individual on sabbatical leave will continue to receive the following:
  - a. New York State Teachers' Retirement System Benefits
  - b. Health Benefits
  - c. Accrued Sick Leave Benefits
  - d. Tenure Rights
  - e. Any Other Benefits Due Professional Staff Members
  - f. Also, the individual shall be placed on the appropriate step upon returning to the District.

There shall be no loss of increments or status on the schedule as any graduate work would entitle the teacher. Credit shall be given for one (1) service step during the school year that the sabbatical leave was granted.

5. An employee on leave with pay shall not engage in gainful employment, unless such remunerative service results from educational experiences which are part of the leave, or unless the leave extends over a period (e.g. summer) of teacher non-payment.

6. An employee on leave with pay shall not prepare by study or training for any profession other than education.
7. A teacher on full-year or half-year leave must report in writing relative to the progress of his/her leave within three (3) weeks after commencement, at the mid-point of such leave, and immediately following the termination of the leave. Reports should be submitted to the Superintendent and the TEPS Committee.  
  
A teacher on a summer sabbatical leave must submit a report to the Superintendent and the TEPS Committee immediately following the termination of the leave.
8. Each applicant shall be notified in writing by the Board of Education and/or the TEPS Committee of acceptance or reasons for rejection within fifteen (15) days after the appropriate deadline.
9. A teacher may take more than one (1) sabbatical leave, but must wait for an interim of seven (7) school years after the expiration date of the previous leave before making application. Priority shall be given to applicants seeking an initial leave.

#### **Section 12.05 - Professional Improvement Program Policy**

A program for professional self-improvement shall be offered by the District. It is intended that such a program will result in increasing the individual's value as a teacher in the District.

#### **Section 12.06 - Eligibility for Professional Improvement Program**

Teachers who have received tenure in the Clarence Central School District will have an opportunity to participate in a professional improvement program. This program will involve short-term activities that have a direct relationship to upgrading and improving the skills of the teachers in their current instructional capacities. Such activities may be related but not limited to the following areas:

Workshops, conferences, visitations, independent study and/or research, program development and/or purchase of materials and other professional activities beneficial to the teacher.

#### **Section 12.07 - Professional Improvement Program Applications**

1. Applications must be made in writing to the Superintendent of Schools and must give detailed information regarding the activity and the direct relationship it will have to upgrading and improving the skills of the staff member in the member's current instructional capacity.
2. Applications for professional improvement activities must be submitted according to the following schedule:
  - a. By October 1 or January 15 or May 15.
  - b. Sixty (60) calendar days prior to the initiation of an activity, or less under extenuating circumstances.

3. Applications will be transmitted to the Chairperson of the TEPS Committee by the Superintendent within five (5) days of their filing. The recommendations of the TEPS Committee will be submitted to the District within fifteen (15) days of each deadline date listed above.
  - a. The District will appoint one (1) administrator to serve on the TEPS Committee to process professional improvement proposals.
4. A rank order list of recommended proposals will be submitted to the Superintendent for approval. The Superintendent shall select the recipients from this list.

#### **Section 12.08 - Length of Professional Improvement Program Leave**

1. Proposals for professional improvement activities may call for teachers to be absent for up to but not to exceed ten (10) consecutive school days, except in extenuating circumstances.
2. Any basic change in professional improvement plans must have the consent of the Superintendent and the TEPS Committee.

#### **Section 12.09 - Professional Improvement Program Regulations and Conditions**

1. In consideration of Section 12.05, paragraph 1, the School District will annually invest \$22,286 in Professional Improvement activities per the following schedule:

A balance that may exist at the end of the school year will not be carried over to the succeeding school year.

For the 2012-2013, 2013-2014, and 2014-2015 school years the terms and funding of the Professional Improvement Program set forth herein shall be placed in abeyance. During such time, the district shall allocate the annual funding of \$22,286 for the purpose of providing high quality professional development that supports District implementation of the Regents Reform Agenda to members of the CTA using guidelines developed by the CTA APPR Committee and the Director of Curriculum. It is understood that for the purpose of this agreement, this funding may be used to compensate CTA members who provide such training to their colleagues. Such funds may be used for other forms of professional development with the agreement of the TEPS committee.

Effective June 30, 2015, the terms and funding established herein shall be reinstated.

2. The District will pay all substitute teacher costs.
3. Inservice credit for salary purposes will not be granted for Professional Improvement activities.
4. Credit for graduate courses may be granted. However, tuition for graduate level courses cannot be charged to the professional improvement fund.
5. A teacher who is involved in a Professional Improvement activity must present a report to the Superintendent and the TEPS Committee on his/her accomplishments within thirty (30) days of the termination of the activity. This report should emphasize the direct application of the products of the leave to the teacher's instructional program.



6. Applicants will be given written notice from the District of acceptance or the reasons for rejection within twenty (20) calendar days after receipt of the TEPS Committee recommendation.
7. A tenured teacher will be limited to one (1) professional activity annually under this program. More than one (1) teacher from a building department or a building grade level (K-6) may be granted a professional improvement leave during the same time period with the approval of the Building Administrator.

**Section 12.10 - Mentor-Intern Program**

1. The Association and the District agree that a mentor/intern program shall exist for the purpose of mentoring probationary teachers. The program committee shall be:
  - a. Co-chaired by one member selected by the District and one member selected by the Association.
  - b. Comprised of no more than a total of 6-8 members, including co-chairs, with appointments made by both the District and the Association.
2. The issues to be addressed by the committee:
  - a. Scope of mentoring assistance
  - b. Qualities and responsibilities of mentors and interns
  - c. Methodology to provide common planning and observation time
  - d. Policy on confidentiality
  - e. Mentorship training
3. A stipend shall be paid to each mentor:
  - a. A mentor working with a single intern shall receive an annual stipend of \$1147.
  - b. A mentor working with more than a single intern shall receive an annual stipend of \$1721.
  - c. The stipend for the Mentor Liaison shall be as follows:

	10 or fewer active mentors	11 or more active mentors
2012-13	\$1721	\$2065
2013-14	\$1721	\$2065
2014-15	\$1721	\$2065

## **ARTICLE XIII**

### **Tax Sheltered Annuities**

#### **Section 13.01 - Legal Authorization**

1. The Board agrees to purchase annuities for employees in accordance with the provisions of Section 403 (b) of the Internal Revenue Code of 1986, as amended.
2. The Board agrees to accept applications from teachers for agreements with the District for reduction in contract salary, the amount of such reductions to be remitted to the annuity program of the authorized agents as recommended by the Association.

## **ARTICLE XIV**

### **Teaching Vacancies**

#### **Section 14.01 - Procedures**

1. Teaching vacancies will be posted in all buildings. A vacancy occurs when the number of regularly appointed teachers is less than the number of positions authorized by the Board of Education in a given school year and for which no regularly appointed teacher is expected to return. All probationary and tenured teachers shall be entitled to apply in writing for vacant positions for which they are certified and qualified.
2. The candidate chosen from all the applicants to fill the position shall be the candidate who best meets the requirements of the position as posted by the District.
3. If two (2) or more teachers meet the requirements for the position posted on an equal basis, the position will be offered to the person with the longest continuous service with the District.

## **ARTICLE XV**

### **Seniority**

#### **Section 15.01 - Tenure Areas**

In the event the School District abolishes a teaching position or reduces the teaching force at the elementary level, the services of the teacher having the least seniority in the District within the tenure area of the position abolished or reduced shall be discontinued.

#### **Section 15.02 - Leaves of Absence**

Unpaid leaves of absence, other than military, will not be credited as continuous service for seniority purposes.

#### **Section 15.03 - Layoff**

Probationary or tenured teachers who are laid off due to a reduction in the teaching staff will be those with the least tenure area seniority within the tenure area affected. The employee shall be

notified in writing. "Tenure area seniority" shall mean continuous service in the tenure area since the employee's most recent date of appointment by the Board, less periods of unpaid leaves of absence. Upon layoff, the teacher's name must be placed on a preferred eligibility list for purposes of recall within seven (7) years after layoff, to any vacant positions, as required by law. Upon recall to employment, the reinstated teacher shall again be credited with those benefits which the teacher had accrued up to and as of the date of layoff from District employment, providing they are then in effect for all other employees.

#### **Section 15.04 - Recall from Preferred Eligibility List**

If, at the origination of the absence, the School District is aware of the need for a long-term regular substitute teacher, the District will first peruse the preferred eligibility list. A teacher will be offered the position from this list providing that person is certified in the area where the need exists. In addition, at the elementary school level, if a classroom teaching position is available, in either the primary (K-3) or the intermediate (4-6) unit, the teacher should have regular teaching experience within the appropriate unit in order to be eligible for appointment, except when otherwise determined at the discretion of the District.

### **ARTICLE XVI**

#### **Teacher Transfers**

##### **Section 16.01 - Definition**

1. An involuntary transfer is defined as the reassignment of a teacher without his/her consent to another building within the District on either a full-time or a part-time basis due to enrollment changes, redistricting, reorganization or educational program changes.
2. Elementary positions will be treated on a K-6 basis. Secondary positions will be treated on a Grade 7-12 basis, with the exception of special subject areas as determined by law. Examples of such areas are art, library, music, and physical education, which will be considered K-12.

##### **Section 16.02 - Procedures**

1. When teachers must be transferred between schools because of declining enrollment or reorganization plans, the following criteria will be used:
  - a. Certification status
  - b. Regular teaching experience at all other grade levels
  - c. Teacher preference
  - d. Length of service
  - e. Program implications (those factors that adversely affect the educational program and instructional practices which are presented to the student during the regular school day)

2. Teachers whose positions will be excessed will be notified of this before implementation of the transfer procedure. The situation existing which results in the necessity to transfer teachers will be clearly established. Communication of such situations will be transmitted to the President of the Association at the earliest time.
3. The Building Principal and the Superintendent or his/her designee will meet with the department(s) affected and review:
  - a. The circumstances involved in the transfer.
  - b. The criteria that will be used to identify the teacher(s) to be transferred. In addition to the criteria listed in subsection 1a through 1e, other factors may also be considered such as:
    - subject matter concentrations
    - classroom management skills
    - willingness to adjust to being a member of a teaching team
    - willingness to pursue required staff development procedures
  - c. The specific nature and details of the positions available for which the teacher is qualified.
  - d. The process to be followed for both voluntary and involuntary.
4. Qualified teachers interested in voluntarily accepting a transfer position should indicate their interest in a letter addressed to the Superintendent within ten (10) days after the departmental meeting. Normally, the teacher who is most senior in the department will be recommended for transfer on a voluntary basis. Situations in which a teacher who is not most senior in a department and is recommended for transfer on a voluntary basis will be communicated to the CTA.
5. In the event no voluntary applications are received, the Building Principal of the sending school will meet with the Superintendent or his/her designee to inform him/her of his/her recommendations for transfer and to justify these recommendations based upon the established criteria. The teacher who is least senior in the department will be recommended for transfer on an involuntary basis unless the other criteria considered in the transfer are overriding factors.
6. Teachers who will be involved in these involuntary transfers will be contacted by the Superintendent or his/her designee and provided an opportunity to discuss the transfer and the specific nature and details of other available positions for which the teacher is qualified. The teacher will be given an opportunity to express preferences at that meeting.
7. Transfer assignments will be communicated by memo from the Superintendent to the teacher(s) affected within ten (10) days after the meetings described in Step #5 have taken place.

8. Teachers will indicate in writing within five (5) work days of their transfer assignment, their acceptance of or desire to appeal the transfer assignment.
9. The Superintendent or his/her designee will confer with each teacher who desires to make such an appeal. The teacher may have a CTA representative accompany him/her to the conference if he/she so wishes.
10. The Superintendent or his/her designee will respond in writing to each appeal within five (5) work days.
11. Decisions may be appealed through the grievance procedure to the Board stage. The decision of the Board of such matters will be final.

## **ARTICLE XVII**

### **Teacher Evaluation**

The Annual Professional Performance Review (APPR) in accordance with New York State Education Law §3012-c, its policies, and practices will remain in effect, and will replace and become the evaluation tool subject to any changes which are mutually agreed to by the District and the Association.

## **ARTICLE XVIII**

### **Fair Dismissal Procedure**

#### **Section 18.01 - Non-Tenured Teachers**

No probationary teacher shall be dismissed without due process of the law according to Chapter 866, Section 3031 of the New York State Education Law.

## **ARTICLE XIX**

### **Access to Files**

#### **Section 19.01 -Personnel File**

1. Administrators will make available a teacher's file upon the request of a teacher. In the event more than one folder exists, they will be collected and made available in one (1) location in a reasonable period of time.
2. After the teacher has reviewed the material in his/her file, he/she may respond in writing to any such material. This response shall be included in the teacher's file. Whenever the contents of the teacher's personnel file are utilized by the District adversely to the teacher's interests, the teacher has the right to have such materials removed from the file, if they are erroneous.
3. The teacher, after reviewing his/her file, shall be entitled, upon request, to receive a copy of any inclusions in the file except for confidential pre-employment information. In addition, the teacher has the right to initial and date the documents in the personnel file.

4. Written reprimands, warnings and any other forms of discipline will be issued by the District to the teacher, the President of the Association, and the teacher's personnel file, at the same time.

#### **Section 19.02 - Confidential Data**

Information regarding pre-employment status, such as credentials, transcripts, references, etc. will be held confidential and not subject to the review of the employee.

### **ARTICLE XX**

#### **Use of Teacher Aides**

#### **Section 20.01 - Staff Utilization Projects**

1. Staff utilization proposals involving the use of non-teaching personnel and/or additional educational materials will be considered for approval on an annual basis when it is the mutual decision of the teachers directly affected and the Building Principal to use the funds allocated for an unfilled teaching position.
2. The responsibilities for non-teaching personnel contained in the staff utilization proposals will be developed and mutually agreed upon by the Building Principal and the teachers directly affected by the project.
3. Teacher aides will not be used to substitute for absent teachers without the teacher's approval except for cases of emergency.

### **ARTICLE XXI**

#### **Education of Students with Disabilities**

#### **Section 21.01 - Identification and Placement**

1. The School District shall, when placing pupils designated as students with disabilities by the local Committee on Special Education in a regular classroom situation, consult with the receiving teacher. This consultation will include a review of the recommendations of the Committee on Special Education.
2. The Building Principal will take class size, as well as other factors, into consideration when placing students with disabilities in a regular classroom situation.
3. The District will provide time during the workday for special education teachers to test pupils and develop I.E.P.'s for students with disabilities.

## ARTICLE XXII

### Teacher Rights

#### Section 22.01 - Reporting Assaults

Teachers will immediately report to the Building Principal in writing all cases of assault suffered by them in connection with their employment.

#### Section 22.02 - Disclosure of Information

This report will be forwarded through the office of the Superintendent to the Board of Education or its representative who will comply with any reasonable request from the teacher for information in their possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher and police and courts.

#### Section 22.03 - Legal Counsel

If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Board will furnish legal counsel to defend him/her in such proceedings.

#### Section 22.04 - Personal Injury

1. Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the course of his employment, the teacher will be paid his/her full salary for the period of such absence, not to exceed ninety (90) working days. No part of such absence will be charged to his/her annual sick leave. If following this leave, the teacher is still unable to return to work, the teacher may use any or all of the accumulated sick leave to cover further time off from work. If after having exhausted all accumulated sick leave benefits the teacher is in need of further time off from work, the teacher will then be able to approach the Sick Leave Bank for an additional paid leave to be equal to a maximum of one hundred eighty (180) additional full days of paid leave. The cost of this period of leave will be supplemented by Workers' Compensation coverage, thus making it possible for the teacher to extend leave beyond one hundred eighty (180) days. The teacher, if requested by the District, will provide a doctor's verification after every fifteen (15) work days that have been taken on such leave.
2. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to said period shall control.
3. In the case of an assault, the Board will reimburse teachers for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of employment.

#### Section 22.05 - Property Damage

In the case of an assault, the Board will reimburse teachers for the cost of any clothing or other personal property damaged or destroyed in the course of employment, provided such damage was not caused by the teacher's negligence.

### **Section 22.06 - School District's Responsibility**

1. It shall be the duty of the Clarence Board of Education to save harmless and protect all teachers from any financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building, provided the teacher was, at the time of the incident, acting in the discharge of his/her duties within the scope of his/her employment or under the direction of said Board.
2. The Board of Education shall not be subject to the duty imposed unless the teacher shall, within ten (10) days of the time he/she is served with notice of the claim, deliver the original copy of same to the Board of Education.

### **Section 22.07 - Facilities**

1. The administration will make every reasonable effort over a period of time to provide each teacher with a lockable desk.
2. Although school telephones are not to be used for personal business, teachers who must make emergency local calls during working hours and teachers conducting parent conferences by telephone will be allowed reasonable access to telephones and privacy.

### **Section 22.08 - Substitutes**

Without their consent, teachers shall not be responsible for assuming duties of absent personnel, except in emergencies.

### **Section 22.09 - Student Teachers**

A student teacher will only be assigned to a teacher with more than three (3) years experience by mutual consent of the teacher and administrator concerned.

### **Section 22.10 - Association Representation**

A teacher shall be entitled to Association representation during meetings that are called by administration to obtain information about the conduct of the teacher for the purpose of discipline, dismissal or written reprimand of the teacher. The teacher will be advised of the right to have Association representation present at such meetings. If the teacher requests representation, the meeting will not continue until an Association representative has been afforded the reasonable opportunity to be present.

### **Section 22.11 - Student Discipline for Assault or Threat of Physical Harm**

1. A student who strikes or threatens physical harm to a teacher, without provocation by the teacher, will be subject to suspension. The Administration has the unreviewable discretion to determine the facts in each case.
2. At the teacher's request, a conference with the student, teacher and principal will be held. The parties intend that the conference be held before reinstatement if at all possible. Otherwise, the conference will be held as soon as possible after reinstatement occurs.



## ARTICLE XXIII

### Retirement Benefits

#### Section 23.01 - Definitions

1. **Retirement Eligibility**: The teacher must be eligible to retire under the NYSTRS, and must have taught ten (10) years in the Clarence Central School District.
2. **Retirement Benefit**: Teachers who are eligible to retire during the life of this Agreement will be eligible for a retirement benefit.

#### Section 23.02 - Retirement Benefits

1. Teacher's retirement benefits will be dependent upon accumulated leave days. At the time of retirement, an accounting of the accumulated leave days will be undertaken to determine the amount of the benefit. Employees having accumulated from one (1) up to and including one hundred seventy-four (174) days shall receive \$85 for each day. Employees having accumulated from one hundred seventy-five (175) up to and including two hundred twenty-four (224) days shall receive \$100 for each day. Employees with two hundred twenty-five (225) accumulated days shall receive \$140 for each day.
  - a. If the teacher has accumulated the maximum of two hundred twenty-five (225) days, by the beginning of the final year of service, the member will have up to a maximum of sixteen (16) additional days to be used to replenish days used during the final year.
  - b. These additional days will not be used to expand the maximum number of days used for the calculation of this benefit except for the following:

*A teacher otherwise entitled to a benefit under this Article XXIII who is at the maximum accumulation of two hundred twenty-five days, and uses five (5) or fewer days of accumulated leave during the final year of employment will receive an additional five (5) days of Retirement Benefit, notwithstanding the two hundred twenty-five (225) day cap.*
2.
  - a. If in the second year prior to retirement a teacher uses five (5) or fewer accumulated leave days, the teacher shall have \$500 added to the retirement benefit. Provided, however, a teacher shall not be disqualified from receipt of the additional benefit provided herein because of an absence of no more than five (5) days due to death of a member of the teacher's immediate family pursuant to section 10.01.3(c).
  - b. If in the third year prior to retirement a teacher uses five (5) or fewer accumulated leave days, the teacher shall have \$500 added to the retirement benefit. Provided, however, a teacher shall not be disqualified from receipt of the additional benefit provided herein because of an absence of no more than five (5) days due to death of a member of the teacher's immediate family pursuant to section 10.01.3(c).
3.
  - a. The dollar value of an employee's supplemental retirement benefit shall be used by the District to continue the employee's health insurance benefits. The School District shall automatically pay the retiring teacher the benefit in cash, less

applicable taxes, in accordance with the current Internal Revenue Service requirements, if the retiring teacher is subject to conditions that satisfy and are sanctioned by the Internal Revenue Service such as: the retiring teacher is covered under spouse's or other immediate family member's health insurance or the financial hardship of the teacher or member of teacher's immediate family or the requirement for cash to purchase a residence or the college education of a dependent. A form attesting to the IRS sanctioned criteria shall be signed by the retiring teacher and filed with the District prior to retirement.

- b. The term "health insurance benefits" means the same health insurance benefit plans which are in effect for active teachers.
  - c. If a retiree who was awarded this benefit dies before the benefit is exhausted, the retiree's spouse may continue the deceased's health insurance plan until the benefit remainder is depleted or until death, whichever occurs first.
4. To be eligible for this retirement benefit, a teacher with an effective retirement date between May 1 and August 31 must notify the District in writing of the intention to retire by February 1. The teacher may rescind such notice at any time within thirty (30) days.

To be eligible for this retirement benefit, a teacher with an effective retirement date between September 1 and April 30 must notify the District in writing of the intention to retire at least ninety (90) calendar days prior to the scheduled retirement date.

## **ARTICLE XXIV**

### **Association Rights**

#### **Section 24.01 - Freedom from Discrimination**

The Board and its administrative representatives shall not discriminate in any way against any teacher by reason of his/her membership in or participation in the activities of the Association or his/her exercise of rights granted under this Agreement.

#### **Section 24.02 - Building and Facility Use**

The Association shall have the right to use school buildings and school facilities at reasonable times, provided it does not interfere with the regular program. A request for use of the building or facilities will be submitted with reasonable advance notice to the appropriate administrator. The Association shall obtain prior approval from the Building Principal when duplicating machines are to be used and pay for any materials used at cost. Any additional costs incurred by the District due to building or facility use by the Association shall be borne by the Association.

#### **Section 24.03 - Communications**

- 1. The Association shall have the right to place notices, circulars and other material on a faculty room bulletin board designated by the Building Principal and in the teachers' mailboxes.
- 2. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association.

#### **Section 24.04 - Payroll Dues Deduction**

1. The Association shall supply the District with individually signed authorization cards for dues deductions prior to October 1. Dues will be deducted in equal installments beginning with the first scheduled pay in November and continuing until the last regular pay in June. Money withheld shall be transmitted to the Association as it is deducted.
2. The District agrees to deduct, from salaries of members of the bargaining unit who are not members of the Clarence Teachers' Association, the amount equivalent to the dues levied by the Clarence Teachers' Association for the purpose of collective negotiations, subject to the provisions of Civil Service Law 208, as amended, and shall transmit such monies promptly to the Clarence Teachers' Association following the same procedures as applicable under the payroll dues deduction provisions of this Agreement.
3. Upon presentation of the necessary authorization from each participating teacher, the District shall provide for payroll deduction of donations to the NYSUT "Vote Cope" program.

#### **Section 24.05 - Additional Insurance Plans**

Members of the bargaining unit shall have the right to elect on a salary deduct basis any of the NYSUT member benefits offered by NYSUT. This election must be completed by June 15 of the year preceding implementation of said benefits and may not be changed during the salary year. Any additional insurance plans that might be offered in this fashion will require the consent of both parties.

#### **Section 24.06 - Association President**

1. The President of the Association shall be relieved of all supervisory assignments during the teaching day while holding office.
2. In the event the person holding this office is an elementary teacher, every reasonable effort will be made to schedule that person's special subject classes at the end of the school day.
3. The CTA President will have access to a direct line telephone. The telephone will be moved between buildings, as needed, at District expense. Monthly charges will remain at the Association's expense.

#### **Section 24.07 - Access to Information**

Public documents will be made available to the Association upon written request. A reasonable fee per page will be charged for copies requested.

#### **Section 24.08 - Association Business Days**

1. Teachers may be absent for the purpose of attending to Association business when designated to do so by the Association President. This written designation shall be submitted to the Superintendent's office as far in advance as practicable and should contain the days on which the named teacher(s) are to be absent.

2. The School District shall provide the Association with a total of eighteen (18) such Association business days, of which twelve (12) shall be with full pay and benefits and six (6) shall be with full pay and benefits, but the Association shall reimburse the District for the salary paid to per diem substitutes employed due to such absence.

**Section 24.09 - New Teacher Orientation**

The Association shall have the right to participate in the District-wide New Teacher Orientation Program.

**Section 24.10 - NYSUT Member Benefit Trust**

The District shall check off and remit payment to the NYSUT Benefit Trust upon submission of a signed authorization by the employee to the District. Such authorization may be discontinued at the end of its term upon written notice by the employee to the District.

**ARTICLE XXV**

**School District Rights**

**Section 25.01 - Management Rights**

Except as otherwise specifically set forth in this Agreement, the Board, Superintendent and their designated supervisory officials shall be solely responsible for the operation and control of the District and its personnel and to take whatever action is necessary to carry out the mission of the District, provided it does not conflict with or violate any terms of this Agreement.

**Section 25.02 - Association Officials**

The Association shall submit to the Superintendent a complete listing of Association officials within two (2) weeks of their election or appointment.

**Section 25.03 - Freedom from Reprisals**

The Association will refrain from interference, coercion, restraint, discrimination or reprisal of any kind against any Board of Education member, members of the administrative staff, or teacher, in the performance of his/her duties under the terms of this Agreement, or implementation of Board of Education policy or School District regulations.

**ARTICLE XXVI**

**Grievance Procedure**

**Section 26.01 - Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the

Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

### **Section 26.02 - Definitions**

As used in this Agreement:

1. **Grievance** A grievance is a claimed violation by a teacher or a group of teachers in the negotiating unit based upon any claimed violation, misapplication or inequitable application of this Negotiated Agreement.
2. **Supervisor** The term Supervisor shall mean principal, assistant principal or other administrative officer responsible for the area in which an alleged grievance arises, except for the Chief Executive Officer.
3. **Chief Executive Officer** The Chief Executive Officer is the Superintendent of Schools.
4. **Association** Association shall mean the Clarence Teachers' Association.
5. **Aggrieved Party** Aggrieved Party shall mean any person or group of persons in the negotiating unit filing this grievance.
6. **Party in Interest** Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. **Grievance Committee** Grievance Committee is the committee created and constituted by the Clarence Teachers' Association.
8. **Hearing Officer** Hearing Officer shall mean any individual or board, charged with the duty of rendering decisions at any stage on grievances hereunder.
9. **Reconciliation Committee** Reconciliation Committee is a committee made up of representatives of the District and the Association.

### **Section 26.03 - Procedures**

1. All grievances shall include:
  - a. The name and position of the aggrieved party;
  - b. The identification of the provision of this Negotiated Agreement involved in said grievance;
  - c. The time when and the place where the alleged events or conditions of the grievance existed;
  - d. The identity of the party responsible for causing said events or conditions, if known to the aggrieved party;
  - e. A general statement of the nature of the grievance;
  - f. The remedy sought by the aggrieved party.

2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher, his/her representative and/or the Grievance Committee, as specified at each step.
3. If a grievance affects a group of teachers, it may be submitted on their behalf by the Association directly at Stage 2, as described below.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted after the regular dismissal for students. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The School District and the Grievance Committee agree to facilitate any investigation which may be required and make available any and all material and relevant documents, communications, and records concerning the alleged grievances.
6. Except as otherwise provided in Stages 1a and 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to examine and re-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. Compliance with the technical rules of judicial proceedings shall not be required.
7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the District or by the Association against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee, any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, service notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant. The final decision shall be included in his/her personnel file if the participant so desires.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
11. If any provision of this grievance procedure or any application thereof to any teacher of group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting

except to the extent permitted by the law, but all other provisions or applications will continue in full force and effect.

12. The Chief Executive Officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a, and all written decisions at all stages. Official minutes and/or transcripts will be made available to the aggrieved party, his/her representative and the Grievance Committee within five (5) working days after the conclusion of hearings at Stage 2, 3 and 4. The aggrieved party or his/her representative of the Grievance Committee will advise the appropriate hearing officer of any errors in such minutes. Any such claim of error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate the determination made respecting such claimed error. The participant's official grievance record shall be available for inspection and/or copying by the aggrieved party, his/her representative, Grievance Committee, and the Board, but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.
14. Through mutual agreement between the parties, a reconciliation committee may be convened at anytime during the processing of a grievance for the purpose of informally clarifying the issues and attempting to resolve the problem.

#### **Section 26.04 - Time Limits**

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) working days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next state of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or his representative and/or the Grievance Committee within the specified time limit shall permit lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

## **Section 26.05 - Stages**

### **1. Stage 1: Supervisor**

- a. A teacher having a grievance will discuss it with a supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the teacher submits the grievance through a representative, the teacher shall be present during the discussion of the grievance. The teacher shall be limited to one (1) representative (person) during this stage. The supervisor shall be made aware that the teacher's claimed violation is an initiation of the grievance procedure.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) working days after the written grievance is presented to him/her the supervisor shall render a decision thereon, in writing, and present it to the teacher and his/her representative.

### **2. Stage 2: Chief Executive Officer**

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) working days following the written decision of the supervisor, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1b with the Chief Executive Officer within fifteen (15) working days after the teacher has received such written decision at Stage 1b. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within seven (7) working days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall hold a hearing with the teacher, his/her representative and the Grievance Committee and all other parties in interest.
- d. The Chief Executive Officer shall render a decision, in writing, to the teacher, his/her representative and the Grievance Committee within seven (7) working days after the conclusion of the hearing.

### **3. Stage 3: Board of Education**

- a. If the teacher is not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) working days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for use by the Board of Education.
- b. Within ten (10) working days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The Board shall render a decision in writing to the teacher, his/her representative and the Grievance Committee within seven (7) working days after the conclusion of the hearing.



4. **Stage 4: Arbitration**

- a. After such hearing, if the teacher is not satisfied with the decision at Stage 3, and the Grievance Committee determines that the grievance is meritorious and that appealing it is in the best interests of the aggrieved party, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) working days of the decision at Stage 3.
- b. Within five (5) working days after such written notice of submission to arbitration, the School District and the Grievance Committee will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues.
- d. The decision of the arbitrator, which shall be rendered to the Board of Education, the aggrieved party and the Grievance Committee, shall be binding on both parties.
- e. The arbitrator's decision shall be confined to an interpretation of the Negotiated Agreement. The arbitrator has no power to add to, detract from or change in any way the provisions of this Agreement.
- f. Should the decision of the arbitrator so shock the sensibilities of either party and be based on irrelevant matters rather than relevant issues, the decision shall be reviewable through the courts.
- g. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

**ARTICLE XXVII**

**Summer School**

**Section 27.01 - Definitions**

1. **Clarence teacher** shall mean all regular full-time teachers employed by the Clarence Central School District during the regular ten (10) month academic year who are employed as summer school teachers as designated in the unit.
2. **Non-Clarence teacher** shall mean a teacher employed as a summer school teacher as designated in the unit without regard to employment in the Clarence Central School District during the regular academic year.

### **Section 27.02 - Notice of Employment**

1. Summer school appointments are annual appointments. Positions approved by the Board of Education each year will be posted and filled from those qualified candidates that apply from within the District and the summer school unit. Applicants will be solicited from other sources, in the event that no qualified candidates apply from within the District or the unit.
2. Teachers applying for summer school positions will be informed of their employment status prior to the annual meeting, subject to budget approval.

### **Section 27.03 - Summer Salary**

1. Summer school teachers shall be compensated at the rate of \$45 per hour for student contact time as well as time required by the District for orientation and closing procedures.

### **Section 27.04 - Explanations**

1. If two (2) or more Clarence teachers satisfy the qualifications of the Summer School positions for which they apply, seniority in the District will govern the appointment.
2. Clarence teachers who meet the qualifications of the position will be given preference over non-Clarence teachers.

### **Section 27.05 - Sick Leave**

One (1) day of sick leave for illness only will be granted per summer school session, accumulative to succeeding summer schools up to a maximum of two (2) days. Such days are not accumulative to the sick leave benefits of 10-month Clarence teachers.

### **Section 27.06 - Urgent Personal Business**

1. A teacher who has accumulated two (2) days of sick leave may use one (1) of these two (2) days for urgent personal business. Urgent personal business shall require advance notice or reason whenever possible. A teacher shall identify the item under which the day is being taken. Urgent personal business cannot be used on the first or last day of school or before or after a holiday. Urgent personal business is defined in Section 10.01 (3)(d), items 1-6.
2. Explanation for Absence – See Section 10.02

### **Section 27.07 - Fair Dismissal**

Any teacher dismissed from summer school employment will be given a written statement of reasons by the administrator in charge of the program within five (5) calendar days from the date of dismissal if requested in writing by the employee dismissed.

In the event the teacher is not in agreement with the stated reasons for termination of employment, the teacher may appeal in writing to the Superintendent within five (5) calendar days.

The Superintendent or a designee will hold a hearing within five (5) working days of the appeal with the teacher and interested parties.

A decision will then be rendered in writing within seven (7) working days from the date of the hearing. The decision shall be final and binding and not subject to appeal through the Grievance Procedure.

**Section 27.08 - Access to Files**

1. Building principals are to evaluate, review, or interpret material in a teacher's file upon request of the teacher.
2. Information regarding pre-employment status such as credentials, transcripts, references, etc., will be held confidential and not subject to review of the employee.

**Section 27.09**

1. Reporting Assaults - See Section 22.01
2. Disclosure of Information – See Section 22.02
3. Legal Counsel – See Section 22.03

**Section 27.10 - Personal Injury Benefits and Property Damage**

1. Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the course of employment, said teacher will be paid full salary for the period of such absence, not to exceed the remaining period of summer employment.
2. The Board shall have the right to have the teacher examined by a physician selected by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing teaching duties, and the opinion of said physician as to the said period shall control.
3. In the case of an assault, the Board will reimburse a teacher for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of employment.
4. In the case of an assault, the Board will reimburse teachers for the cost of any clothing or other personal property damaged or destroyed in the course of employment, provided such damage was not caused by the teacher's negligence.

**Section 27.11 - Save Harmless Clause** – See Section 22.06

**Section 27.12 - Association Rights** – See Sections 24.01 and 24.03

**Section 27.13 - Payroll Dues Deduction**

1. The Board shall establish payroll deductions for such items as Association dues upon authorization by the individual teacher.
2. Effective July 1, 1980, the employer agrees to deduct, from the salaries of members of the Summer School Session Bargaining Unit, the dues levied by the Clarence Teachers' Association under the following conditions:

- a. No dues will be charged employees who are members of the Association.
- b. A five dollar (\$5) fee shall be deducted from the salary of teachers who are members of another local teachers' association and NYSUT and transmitted to the Clarence Teachers' Association.
- c. All other summer session teachers will have dues equivalent to one fifth (1/5) of the current annual Association dues plus the five dollar (\$5) fee deducted in equal installments from their summer session salary. This money shall be transmitted promptly to the Association for the purpose of negotiations subject to the provisions of Civil Service Law §208, as amended.

The Association must identify the summer session teachers who are associated with each of the categories described in sub-sections 2 (a, b and c) of Section 27.13 and forward this information to the District prior to July 1 of each summer session.

### **Section 27.14 - Grievance Procedure**

The purpose of the Grievance Procedure is to resolve disputes at the lowest possible level in a manner that protects the legitimate negotiated interests of the employee and protects the school district's authority to manage.

A grievance is a claimed violation by a teacher, or teachers, in the negotiating unit based upon the implementation of this Negotiated Agreement.

A teacher who feels aggrieved should discuss the matter with his or her administrator within five (5) calendar days after the teacher knew, or should have known, of the act or condition on which the grievance is based. If the matter is not resolved, the grievance should be reduced to writing and submitted to the Superintendent of Schools within five (5) calendar days.

All written grievances shall include:

The name and position of the aggrieved party;

The identification of the provision of this Negotiated Agreement involved in said grievance;

The time when, and the place where, the alleged events and conditions constituting the grievance existed;

The identity of the party(s) responsible for causing the said events or conditions;

A general statement of the nature of the grievance;

A remedy sought by the aggrieved party.

The Superintendent, or a designee, will hold a hearing within five (5) working days from the receipt of the grievance with the teacher and interested parties.

A decision will be rendered by the Superintendent, or the designee, within seven (7) working days from the date of the hearing.

If the teacher and the Association are not satisfied with the decision, they may appeal the decision to arbitration.

P.E.R.B. will be contacted to provide lists of arbitrators and both parties shall be bound by their rules and procedures in the selection of the arbitrators.

The selected arbitrator will hear the matter promptly and forthwith will issue a decision in writing. The arbitrator's decision shall be confined to an interpretation of this Negotiated Agreement.

The costs for the services of the arbitrator, including expenses, will be borne equally by the School District and the Association.

## **ARTICLE XXVIII**

### **Negotiations and Impasse Procedures**

#### **Section 28.01 - Negotiation Representatives**

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. The designees of the organization must sign such negotiating agreement.

#### **Section 28.02 - Ground Rules**

Negotiation "ground rules" and procedural arrangements will be established by the negotiating parties prior to the commencement of negotiations on substantive matters.

#### **Section 28.03 - Impasse Procedure**

1. For purposes of this section, an impasse may be deemed to exist if the parties fail to achieve agreement at least one hundred twenty (120) days prior to the end of the fiscal year, June 30.
2. The School District and Association pledge themselves to negotiate in good faith and agree, in the event of failure to reach agreement, to utilize the procedures of the New York State Public Employees Fair Employment Act.
3. The Cost for the services of the New York State Public Employees Relations Board shall be shared equally by the District and Association.

#### **Section 28.04 - No Strike Clause**

The Association, pursuant to the New York State Public Employees Fair Employment Act, reaffirms that said organization "does not assert the right to strike against any government, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in such strike."

**Section 28.05 - Board Approval**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

**ARTICLE XXIX**

**General**

**Section 29.01 - Agreement Changes**

This Agreement between both parties may be modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**Section 29.02 - Agreement Terms Supersede**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated and be considered part of the established policies of the Board.

**Section 29.03 - Continuous Study**

There shall be continuous study and review of the Negotiated Agreement.

**Section 29.04 - Conformity to Law Clause**

1. If any provision of this Agreement is or shall be at anytime contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, any substitute action shall be subject to negotiation.
2. In the event that any provision of this Agreement is or shall be at anytime contrary to law, all other provisions of this Agreement shall continue in effect.
3. Nothing contained in this Agreement shall be construed to violate the rights of any individual or items not specifically covered by this Agreement.

**ARTICLE XXX**

**Duration of Agreement**

**Section 30.01 - Duration of Agreement**

This contract shall be effective as of July 1, 2012, and shall continue in effect through June 30, 2015.

**SCHOOL DISTRICT**

**ASSOCIATION**

By \_\_\_\_\_  
Geoffrey M. Hicks  
Superintendent of Schools

By \_\_\_\_\_  
Elizabeth M. Dunne  
President

By \_\_\_\_\_  
John P. Ptak, Ed.D.  
Director of Personnel

By \_\_\_\_\_  
Paul S. Runfola  
Second Vice-President

**APPENDIX A**

**Teacher Salary Schedules**

	<b><u>BA Salary 2012-13</u></b>	<b><u>MA Salary 2012-13</u></b>
Step 1	\$ 38,800	\$ 41,400
Step 2	\$ 38,850	\$ 41,513
Step 3	\$ 38,863	\$ 42,225
Step 4	\$ 39,693	\$ 43,405
Step 5	\$ 40,818	\$ 44,486
Step 6	\$ 42,350	\$ 45,756
Step 7	\$ 43,988	\$ 47,308
Step 8	\$ 45,700	\$ 48,846
Step 9	\$ 47,538	\$ 50,550
Step 10	\$ 50,625	\$ 52,600
Step 11		\$ 54,838
Step 12		\$ 57,113
Step 13		\$ 59,350
Step 14		\$ 61,563
Step 15		\$ 64,488
Step 16		\$ 68,300
Step 17		\$ 72,850
Step 18		\$ 78,625
Step 18A		\$ 85,968
Step 19	\$ 87,975	\$ 90,085

	<b><u>BA Salary 2013-14</u></b>	<b><u>MA Salary 2013-14</u></b>
Step 1	\$ 38,800	\$ 41,400
Step 2	\$ 38,425	\$ 41,625
Step 3	\$ 39,300	\$ 42,825
Step 4	\$ 40,085	\$ 43,985
Step 5	\$ 41,550	\$ 44,986
Step 6	\$ 43,150	\$ 46,525
Step 7	\$ 44,825	\$ 48,091
Step 8	\$ 46,575	\$ 49,600
Step 9	\$ 48,500	\$ 51,500
Step 10	\$ 50,625	\$ 53,700
Step 11		\$ 55,975
Step 12		\$ 58,250
Step 13		\$ 60,450
Step 14		\$ 62,675
Step 15		\$ 66,300
Step 16		\$ 70,300
Step 17		\$ 75,400
Step 18		\$ 81,850
Step 19	\$ 87,975	\$ 90,085



**APPENDIX A (Continued)**

**Teacher Salary Schedules**

	<b><u>BA Salary 2014-15</u></b>	<b><u>MA Salary 2014-15</u></b>
Step 1	\$ 38,800	\$ 41,400
Step 2	\$ 38,425	\$ 41,625
Step 3	\$ 39,300	\$ 42,825
Step 4	\$ 40,085	\$ 43,985
Step 5	\$ 41,550	\$ 44,986
Step 6	\$ 43,150	\$ 46,525
Step 7	\$ 44,825	\$ 48,091
Step 8	\$ 46,575	\$ 49,600
Step 9	\$ 48,500	\$ 51,500
Step 10	\$ 50,625	\$ 53,700
Step 11		\$ 55,975
Step 12		\$ 58,250
Step 13		\$ 60,450
Step 14		\$ 62,675
Step 15		\$ 66,300
Step 16		\$ 70,300
Step 17		\$ 75,400
Step 18		\$ 81,850
Step 19		\$ 90,085
Step 20	\$ 90,890	\$ 93,000

**APPENDIX B**

**Extracurricular Salary Schedules**

**Salary 2012-2015**

<b><u>Level</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
1	\$ 5,621	\$ 6,556	\$ 7,493
2	\$ 5,092	\$ 5,935	\$ 6,783
3	\$ 4,558	\$ 5,317	\$ 6,074
4	\$ 4,026	\$ 4,700	\$ 5,366
5	\$ 3,495	\$ 4,082	\$ 4,662
6	\$ 2,970	\$ 3,458	\$ 3,956
7	\$ 2,434	\$ 2,784	\$ 3,249
8	\$ 1,903	\$ 2,225	\$ 2,539
9	\$ 1,377	\$ 1,603	\$ 1,836

**APPENDIX B (Continued)**

**Extracurricular Salary Schedules**

**Level X**

**Annual Stipend**

**2012-2015**

**High School**

Chamber Orchestra	\$ 1,207
Computer Club	\$ 1,207
Debate Club/Model UN	\$ 1,207
Environmental Club	\$ 1,207
Foreign Language Club	\$ 1,207
Garden Club	\$ 1,207
Guitar Club	\$ 1,207
Helping Hands Leadership Club (2 positions)	\$ 1,207
History Society Club	\$ 1,207
Interact Club	\$ 1,207
Junior Red Cross	\$ 1,207
Latin Club	\$ 1,207
National Art Honor Society	\$ 1,207
Reach Out Club	\$ 1,207
Science Olympiad Club (2 positions)	\$ 1,207
Supervisor of Spectators 29 Events (3 positions)	\$ 2,451

**Middle School**

Art Club	\$ 1,207
Assets Club (4 positions)	\$ 1,207
Chess Club	\$ 1,207
Clarence Service Club	\$ 1,207
Drama Dance Workshop	\$ 1,207
Home & Careers Club	\$ 1,207
Junior Red Cross	\$ 1,207
Marching Band	\$ 510
Quiz Bowl	\$ 1,207
Science Club	\$ 1,207
Stock Market Club	\$ 1,207
Strategic Games Club	\$ 1,207
Supervisor of Spectators 18 Events (2 positions)	\$ 1,373
Writers With Vision	\$ 1,207

## **APPENDIX C**

### **Extracurricular Regulations**

Each step shall require one (1) year of service before the next increment is added. Experience in Clarence is the criterion for step placement. Experience prior to 1974-75 is credited as two (2) years of experience in the said activity for one step on the schedule. Experience during and after 1974-75 in the said activity is credited as one step on the schedule for each year of service.

Credit may be granted for service outside the school district for initial step placement. In no case shall the credit awarded extend beyond Step 2 of the salary schedule.

Positions filled by the individuals who are not members of the unit will be posted annually. The person selected to fill the position from all interested candidates will be the person who best meets the requirements of the position as judged by the District. For all other postings, preference will be given to unit member applicants.

The fees listed for supervision of club activities at Level X represent pay for twenty (20) sessions and will be prorated accordingly where necessary.

The salary of each sport shall be paid at the middle and end of the fall, winter and spring sports seasons. Those extracurricular positions that are identified by the District and the Association as "year-long positions" will receive four salary installments at approximately equal intervals during the year.

Agency fee payments, if applicable, are governed by Sections 7.03 and 24.04 of this Agreement.

## APPENDIX D

### Extracurricular Positions Level Classifications

#### LEVEL I

##### High School

- Basketball, Boys Varsity
- Basketball, Girls Varsity
- Football, Varsity Head Coach
- Ice Hockey, Varsity Head Coach
- Swimming, Boys Varsity Head Coach
- Wrestling, Varsity Head Coach

#### LEVEL II

##### High School

- Stage Crew
- Yearbook Advisor

##### Middle School

- Stage Crew, MS

#### LEVEL III

##### High School

- Baseball, Varsity
- Basketball, Boys JV
- Basketball, Girls JV
- Cross Country, Boys/Girls Varsity
- Field Hockey, Girls Varsity
- Football, JV Head Coach
- Football, Varsity Assistant (2)
- Gymnastics, Girls Varsity
- Indoor Track, Boys Varsity Head Coach
- Indoor Track, Girls Varsity Head Coach
- Lacrosse, Boys Varsity
- Lacrosse, Girls Varsity
- Marching Band
- Musical Director
- Rifle, Boys/Girls Varsity
- Soccer, Boys Varsity Head Coach
- Soccer, Girls Varsity Head Coach
- Softball, Girls Varsity
- Swimming, Girls Varsity Head Coach
- Tennis, Boys Varsity
- Tennis, Girls Varsity
- Track, Boys Varsity Head Coach
- Track, Girls Varsity Head Coach
- Volleyball, Boys Varsity
- Volleyball, Girls Varsity

## **APPENDIX D (Continued)**

### **Extracurricular Positions Level Classifications**

#### **Middle School**

B.A.A. 7/8 Intramurals (126 Events)  
G.A.A. 7/8 Intramurals (126 Events)  
Grade 6 Intramurals (156 Events)

#### **LEVEL IV**

#### **High School**

Bookstore Advisor  
Choral Director (Musical)  
Gymnastics, Boys Varsity  
Orchestra Director (Musical)  
Soccer, Girls JV  
Soccer, Boys Varsity Assistant  
Soccer, Girls Varsity Assistant  
Student Council  
Wrestling, Varsity Assistant

#### **Middle School**

Choral Director  
Musical Director  
Yearbook Advisor

#### **LEVEL V**

#### **High School**

Baseball, JV  
Basketball, Boys Freshmen  
Bowling, Boys Varsity  
Bowling, Girls Varsity  
Cheerleaders, Varsity  
Community Service Coordinator  
Field Hockey, Girls JV  
Football, Freshman Head Coach  
Football, JV Assistant  
Golf, Boys/Girls Varsity  
Lacrosse, Boys JV  
Lacrosse, Girls JV  
Newspaper (Advocate)  
Soccer, Boys JV  
Softball, Girls JV  
Swimming, Boys Varsity Assistant  
Track, Girls Varsity Assistant  
Track, Boys Varsity Assistant  
Volleyball, Boys JV  
Volleyball, Girls JV

## **APPENDIX D (Continued)**

### **Extracurricular Positions Level Classifications**

#### **Middle School**

Football, Modified “B” Head Coach  
Student Council

#### **LEVEL VI**

#### **High School**

Baseball, Freshmen  
Cheerleaders, JV  
Chief Grade 12 Advisor  
Chief Grade 11 Advisor  
Chorus  
Fall Drama Production  
Football, Freshmen Assistant Coach  
Mock Trial Advisor 1  
Musical Director Assistant  
National Honor Society Advisor  
Soccer, Boys Freshmen  
Stage Band (Jazz Ensemble)  
Swimming, Girls Varsity Assistant (2)  
Track, Boys Varsity Second Assistant  
Track, Girls Varsity Second Assistant  
Yearbook Assistant

#### **Middle School**

Show Choir  
Football, Modified “B” Assistant

#### **LEVEL VII**

#### **High School**

Chief Grade 10 Advisor  
Chief Grade 9 Advisor  
Drama Club  
Fall Drama Production Assistant  
Literary Club  
Summer Band Director  
Tennis, Girls JV

#### **Middle School**

Basketball, Boys Modified “B”  
Basketball, Girls Modified Grade 8  
Basketball, Girls Modified Grade 7  
Cross Country, Boys/Girls Modified “B”  
Drama – Art/Stage Crew  
Field Hockey, Girls Modified “B”  
Grade 8 Advisor  
Musical Director Assistant  
Stage Band  
Student Leadership and Communication  
Swimming, Boys/Girls Modified “B” Head Coach  
Technology Communication Liaison

## **APPENDIX D (Continued)**

### **Extracurricular Positions Level Classifications**

Track, Boys Modified "B"  
Track, Girls Modified "B"  
Volleyball, Boys Modified "B"  
Volleyball, Girls Modified "B"  
Wrestling, Boys Modified "B"

#### **LEVEL VIII**

##### **High School**

Computer Specialist  
Dance Squad Advisor  
Future Business Leaders Association  
Future Teachers Club  
Honor Society, Assistant Advisor  
Mock Trial Advisor II  
Pep Club/Youth to Youth  
Photo Club  
S.A.D.D./Youth to Youth (2 positions)  
Stagecraft  
Varsity Club Advisor  
Youth To Youth

##### **Middle School**

Baseball, Boys Modified "B"  
Lacrosse, Boys Modified "B"  
Lacrosse, Girls Modified "B"  
Soccer, Boys Modified "B"  
Soccer, Girls Modified "B"  
Softball, Girls Modified "B"  
Stagecraft  
Swimming, Boys/Girls Modified "B" Assistant  
Technology Communication Liaison  
Track, Boys/Girls Modified "B" Assistant (2)  
Vocal Ensemble (Pop Chorus)  
Wrestling, Modified "B" Assistant

##### **Elementary**

Band  
Chorus  
Technology Communication Liaison (4)



**APPENDIX D (Continued)**

**Extracurricular Positions  
Level Classifications**

**LEVEL IX**

**High School**

- Art Partners
- Media Club
- Scholastic Bowl

**Elementary**

- Orchestra