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#### Contract Database Metadata Elements

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**AGREEMENT**

**Between**

**FLORIDA TEACHERS' ASSOCIATION  
(Teachers Unit)**

**And**

**FLORIDA UNION FREE SCHOOL DISTRICT**

**JULY 1, 2010 – JUNE 30, 2012**

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**AGREEMENT**, made and entered the 30<sup>th</sup> day of June, 2010, by and between the **FLORIDA UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "District"), Towns of Warwick and Goshen, Orange County, New York and the **FLORIDA TEACHERS ASSOCIATION** (hereinafter referred to as the "Association").

**ARTICLE I – RECOGNITION**

The Board of Education of the Florida Union Free School District (hereinafter referred to as the "District"), hereby agrees to recognize the Florida Teachers Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative of the full-time and part-time teachers, full-time teaching assistants, and registered nurses employed by the District with regards to the salary schedules, rates of pay for extracurricular duties, and all terms and conditions of employment pursuant to Section 204 of the Taylor Law.

**ARTICLE II – TEACHER COMPENSATION**

A. Salary Schedules

The salary schedules effective for the duration of this contract are annexed hereto as Appendices "A-1" and "A-2".

B. Longevity

Effective July 1, 2010, the longevity will be paid as indicated by the following:

2010-2011

21 years of credited service = \$1,000  
23 years of credited service = \$2,324  
25 years of credited service = \$2,324  
28 years of credited service = \$2,324

2011-2012

21 years of credited service = \$1,035  
23 years of credited service = \$2,406  
25 years of credited service = \$2,406  
28 years of credited service = \$2,406

Payments of all longevity shall be based upon credited years of service in the School District.

C. Payment of Approved Hours

1. Payments for additional approved hours beyond the B.A. Degree will be at the rate of \$37.50 per credit hour. New hours taken after February 1, 1992 shall be paid at the rate of \$40.00 per credit hour. Approved course work may include courses taken toward certification in school district

administration. To qualify for payment, a grade of "B" or above must be achieved in the course.

2. Application for approval of courses to be used for salary credit must be made in writing to the superintendent, prior to registration for the course. Transcripts of work completed must be submitted to the superintendent prior to the first pay period in October and February, as applicable. No reimbursement will be granted on requests filed after the first pay period in October, until the next posting period in February. No reimbursement will be granted for more than sixty (60) hours beyond the B.A.
3. Effective July 1, 2010, all unit members that have been granted tenure shall be required to take at least one (1) credit (15 hours) of in-service course work every three (3) years, as previously approved by the Superintendent of Schools, unless otherwise required by law. The time when such course work will be instructed shall be arranged by the Superintendent in consultation with the Association. The per credit rate for such in-service course work shall be \$25 and shall be increased to \$35 effective July 1, 2011. Probationary unit members may elect to participate in in-service courses and shall also be compensated at the credit rate as set forth above.
4. Newly acquired credit hours for graduate credits and in-service course work shall be posted twice each school year, on or before October 1, and on or before February 1.
5. Registered Nurses shall not be entitled to credit reimbursement.

D. Proper Step

All teachers are to be reimbursed on their proper steps on the salary scale and approved hours adopted in Sections A, B and C above. Each step eligible employee shall advance one step from their step placement each year.

E. Class Coverage

The District will endeavor to obtain a substitute teacher whenever a teacher is absent. When no substitute teacher is available, unit members who have volunteered may be assigned to cover classes. In accordance with the above, the District will maintain a list of unit members who volunteer to be assigned to class coverage when a substitute teacher is not available. Those who volunteer will indicate the period(s) during which they are available for such assignment. Unit members who are assigned to class coverage will be compensated at the rate of twenty (\$20.00) dollars per class period. To the extent possible, class coverage assignments will be distributed evenly among those who have volunteered. Notwithstanding the above, teachers who have not volunteered may be assigned



class coverage. In no way does the volunteering to cover classes diminish the importance of the entitled preparation periods or duty free lunch periods.

F. Facilitators and In-Service Trainers

Facilitators shall be paid at the rate of \$30.00 per hour. In-service course instructors shall be paid at the rate of \$50.00 per hour.

G. Curriculum Preparation

Teachers who participate in curriculum preparation outside of the teacher work year shall be compensated at the rate of \$115.00 per day. The day shall consist of five (5) hours including a thirty (30) minute lunch period.

H. Registered Nurses

Registered Nurses shall be compensated on the BA Schedule of the Teachers' Salary Schedule at 75% with step placement between Steps 1 through 12.

**ARTICLE III – LEAVES OF ABSENCE**

A. Annual Allotment

1. A total of fifteen (15) days will be granted to each teacher, to be allocated as follows: Twelve (12) days of sick leave, of which six (6) may be used for illness in family, and three (3) days for personal leave, which days may be used for sick leave if necessary. Sick leave may not be used as personal leave. Any unused days may be accumulated up to a total of 225 days. Personal days may not be accumulated as such.

B. Sick and Personal Leave Usage

1. Eleven-month employees shall receive sick leave on a prorated basis.
2. Teachers absent for more than five (5) consecutive days, or where there appears to be a pattern of abuse, may be requested to submit a doctor's certificate.
3. Personal leave is to be used for personal business matters which can only be transacted during the regular workday. Teachers desiring to use such leave must submit a written request to the Superintendent three (3) workdays in advance, except in cases of emergency. No specific reason needs to be given for taking the leave, but the teacher shall sign a statement verifying the leave is for personal business matters which can only be transacted during the regular workday. However, employees shall

not be allowed to use personal leave on the day preceding or following a holiday, vacation or recess.

4. Each teacher within the District shall be apprised of the number of sick days that have been credited to said teacher during his/her employment in the School District. The notification is to be included with the last check in June.

C. Sick Leave Bank

1. An emergency sick leave is hereby established to provide against the economic effects of a long-term catastrophic illness and/or accident.
2. All full and part-time (prorated) faculty members in the unit who contribute shall be eligible to use the sick leave bank in the years for which they contribute. Contributions by participating members shall be at the rate of two (2) days the first year and shall be made on forms provided by the Association, with District approval by October 1<sup>st</sup> of each year.
3. A Sick Leave Bank Committee shall be established, consisting of two (2) members, one appointed by the President of the Association and one appointed by the District.
4. If at any time during the academic year the number of days in the sick leave bank falls below thirty (30), the participating unit members will be assessed an additional contribution of two (2) days per member.
5. Use of the sick leave bank shall be governed as follows:
  - a) The member must have exhausted all accumulated sick leave.
  - b) In applying for sick leave bank benefits, the member shall provide to the Sick Leave Bank Committee any documents deemed necessary by other members regarding the nature and duration of the disabling condition.
  - c) The committee shall render its decision as soon as reasonably possible on each application submitted. In the event that an applicant's absence requires use of more than forty (40) working days, the committee shall meet to determine renewal or non-renewal of the application. Decisions of the committee are final and not subject to any appeal or to arbitration.
  - d) In any event, the maximum number of days the committee will allocate to any one illness is two hundred (200) days.

- e) Any teacher who has accumulated the maximum number of sick leave days (225) can contribute up to a maximum of (2) additional days of his/her unused sick leave per year to the sick bank.

D. Jury Duty

1. A unit member who is summoned for jury duty must request deferral in writing, with a copy to the Superintendent, until after the end of the academic year, and, failing that, request to be placed on the on-call system. (The District shall prepare a form letter to be used by unit members). In the event that such request is denied, then on proof of the necessity of such services, or appearance as a witness pursuant to subpoena or other order of the Court, an employee shall be granted a leave of absence with pay.
2. The employee shall be entitled to the difference between his/her daily pay less fees received as a witness or juror. To comply with this requirement, the employee will, within ten (10) days of receipt, submit to the Superintendent all court fees. Mileage fees are retained by the employee.

E. Bereavement Leave

A three (3) day bereavement leave will be granted to a teacher because of death in the immediate family, being spouse, children, step-children, and grandchildren of the employee, as well as grandparents, mother, father, step-mother, step-father, brothers, and sisters of both employee and spouse without loss of pay or sick time. A one (1) day bereavement leave may be granted to attend the funeral of an uncle, aunt, niece, or nephew of the teacher or teacher's spouse. This leave is not to be accumulative.

F. Child Care Leave

A child care leave of absence may be used by a teacher to permit him/her to care for a newly-born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same. Such leave shall be without pay or other benefits, and shall not exceed two (2) years duration unless extended by the District. Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The application shall include the dates requested to leave and return.

Child care leave shall commence at the beginning of the school year, or at the start of the second semester whenever possible. Such leaves shall terminate on September 1. Time spent on such leave will not be credited for advancement on the salary schedule, seniority, probationary service or longevity.



Upon return to the District, a teacher will be placed in a position similar to the one held prior to such leave.

The employee shall provide the District written notification of his/her intention to return at least thirty (30) days prior to the return date of the leave.

G. FMLA Leaves:

Whenever FMLA leave is designated, that leave time shall run concurrently with any other paid contractual leave.

**ARTICLE IV – EXTRA DUTY**

A. Extra Duty

1. SAT Prep and New York State Test Prep will be compensated at the rate of 1/1000<sup>th</sup> of Step 1 of the Master's Column. Also, the Mentor Teacher Stipend shall be fixed at \$1,200 effective July 1, 2006, then increased by the percentage applied to the Teacher's Salary Schedule for the remaining years of the 2007-2010 Agreement.
2. Compensation for BLT Enrichment Program Service Provider shall be provided for in Appendix B. Teachers will only receive the certified per hour rate if the enrichment program requires such certification.

B. Pay Schedule

1. The extra duty pay schedule shall be as indicated in Appendix B.

C. Assignment of Extra Duty

1. Employees of the bargaining unit shall have first consideration in the assignment of extra duties: Written notification of interest must be submitted not later than June 30, immediately prior to the Board of Education annual reorganization meeting. For activities which commence other than in the first (1<sup>st</sup>) semester, written notification of interest must be submitted sixty (60) calendar days prior to the start of said activity. Should no written notification be so submitted, the Board reserves its right to advertise and assign outside the bargaining unit.
2. Seniority shall be considered in making these assignments.
3. All prospective openings shall be posted and interested unit member applicants shall be given an interview before the final selection is made.

D. Clubs or Extracurricular Activities

1. When a request for a club or extracurricular activity is initiated by a superintendent and/or principal, a stipend will be set by the Board of Education.
2. a) A teacher seeking to initiate a new club or extracurricular activity must make his/her proposal by May 1, preceding the year in which the activity would commence. Prior to June 30 of the preceding school year the principal shall indicate in writing to the proposing teacher whether or not the activity will be conducted during the following school year. The club or extracurricular activity shall be performed for one year, at the completion of which an evaluation will be completed by the Administration and presented to the Board of Education in order for it to consider whether such activity shall continue for the following year. At the end of that one-year period a re-evaluation, as described above shall occur. The District shall only sponsor clubs and/or activities for which it shall compensate the club/activity advisor. All such clubs/activities shall require the prior approval of the district. New teachers hired after May 1 have until November 1, preceding the school year in which the activity would commence, to make their proposal.
- b) In order to determine what clubs or extracurricular activities are being conducted in the District, the building principal shall be responsible for compiling a list of clubs or extracurricular activities. Such list shall be compiled at the beginning and at the middle of each school year and shall note whether an activity is in its first or second year, for which an evaluation is due by the end of the year. Said list shall be presented upon completion to the Superintendent of Schools, Board of Education and FTA President.
- c) For the purposes of this provision interscholastic athletic activities are not included within the definition of "club" or "extracurricular activity."

**ARTICLE V – DUES AND OTHER DEDUCTIONS**

A. Voluntary Dues Deductions

The District agrees to the deduction from the salaries of its teachers' dues for the Association and any of its affiliates as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association.

B. Maintenance of Fee Obligation

Unit employees employed as of September 1, 1982, and who have paid membership fees to the Association, shall continue to pay said fees, or their equivalent. Unit members employed as of July 1, 1982, or thereafter, and unit members employed prior to September 1, 1982, who as of said date are not paying fees, shall not be required to pay equivalent fees unless and until they have voluntarily paid such membership fees for a period of five (5) school months. Payment of such fees shall be made by payroll deductions.

C. Procedure for Dues Deductions

1. Deductions referred to in Section A shall be made in the following manner: The total annual membership dues for those designated professional associations certified as mentioned above shall be deducted from twenty (20) paychecks in equal installments starting with the second teacher paycheck in September, provided that two (2) weeks in advance thereof the Association has provided the District with a list of employees with current authorizations.

The District agrees to honor cards that automatically renew, so long as they are on file and are written in accordance with the provisions of law.

2. The District shall, following each pay period from which a deduction is made transmit the amounts deducted to the Association. Said deductions may also include VOTE/COPE and the NYSUT Benefit Trust.
3. In case of termination of employment, the District shall deduct the remainder of the annual dues for the year from the final check. If a teacher should leave his/her employment immediately after a pay period and has not completed his/her dues payment, the District is not responsible for the balance.

D. Payroll Deduction for Credit Union

The District will provide payroll deduction for an established credit union, with up to four (4) changes each year.

**ARTICLE VI – PAY PERIODS**

- A. Pay checks shall be distributed every other Wednesday. The pay periods shall begin on the second Wednesday after the initial conference day in September. In the event a pay period falls on or within a holiday, the checks will be distributed on the regularly scheduled pay day. Employees may make arrangements with the payroll clerk to either pick up their checks or have their checks mailed to their home addresses.

- B. In the event an employee desires to establish or change a salary deduction (e.g., taxes withheld, annuity, credit union, etc.) said employee must complete all necessary forms and submit the forms to the Business Office no less than two (2) weeks prior to the payroll date. The number of annuities chosen may not exceed fifteen (15). The employee may make no more than two (2) changes per year in salary deduction, but only one change per calendar year with respect to a tax sheltered annuity.
  
- C. Notice of Pay Option: Salaried members of the bargaining unit shall select and submit by June 30<sup>th</sup> of the preceding school year, to be paid on a twenty-one or twenty-six pays plan for their annual compensation.

**ARTICLE VII – INSURANCE**

A. Health Insurance

- 1. a) All unit members, except nurses, shall contribute 8% towards the cost of individual and family health insurance premiums effective July 1, 2010. Insurance coverage is under the Orange-Ulster School District Health Plan.

Registered Nurses shall contribute towards the cost of health insurance premiums at .75 the rate of the teachers' contribution rate.

- b) Unit members hired on or before November 15, 2001 must work for at least five (5) years in the Florida Union Free School District immediately before retirement, to be entitled to receive retiree health insurance benefits funded through the District. All unit members hired after November 15, 2001 must work for at least ten (10) years in the Florida Union Free School District immediately before retirement, to be entitled to receive retiree health insurance benefits funded through the District. Retirement is defined as receiving pension benefits from the appropriate retirement system (e.g. ERS/TRS).
  
- c) Unit members who retire on or before June 30, 2008 who select individual retiree health insurance will receive said coverage at no cost to the retiree. Unit members who retire on or before June 30, 2008 who select family retiree health insurance will be responsible for 50% of the difference in cost between the individual premium and the family premium.



For unit members retiring on or after July 1, 2008, the District's funding obligation towards the cost of retiree health insurance premiums shall be as follows:

| <u>Years of Service in the Florida UFSD</u> | <u>District Premium Contribution Requirements</u> |
|---|---|
| 10-14 years                                 | 75% individual/60% family**                       |
| 15-24 years                                 | 90% individual/75% family*                        |
| 25-29 years                                 | 90% individual/80% family*                        |
| 30+ years                                   | 100% individual/80% family                        |

Such years of service shall be immediately before retirement for there to be entitlement to receive retiree health insurance benefits funded through the District. Retirement is defined as receiving pension benefits from the appropriate retirement system (e.g.: ERS/TRS).

\* The District's contribution towards family health insurance coverage shall be based upon the actual cost of family health insurance and not the difference in cost between the cost of individual insurance and the cost of the family premium.

\*\* See proviso at Article VII(A)(1)(b) above for pre-November 15, 2001 hires.

- d) Effective September, 2010, the District shall be permitted to deduct employee health insurance premium contributions for the months of July and August 2011, beginning with the second paycheck in September, 2010. Therefore, fourteen (14) months of premium contributions will be deducted over the twenty (20) pay periods during the 2010-2011 school year. In subsequent years, the payroll deductions will revert to twelve (12) months contributions over the twenty (20) pay period beginning with the second paycheck in September, 2011. If and when the health insurance plan rate changes during any year, there will be an adjustment to the amount of monies deducted per pay period from the remaining pay periods for that year, in order to account for said rate change. Should an employee cease to receive District health insurance coverage during the summer, the District shall promptly (within twenty (20) calendar days) reimburse an employee for the amount due to him/her upon his/her termination of said health insurance benefits.
2. The District shall implement an expanded 125 Internal Revenue Code Plan, effective July 1, 1996, to include premiums, co-pays and child/elder

care up to \$5,000 per annum. The plan shall be administered at no cost to the District through a Third Party Administrator.

**B. Welfare Fund**

The District shall contribute \$1,088.00 effective July 1, 2010 and \$1,118.00 effective July 1, 2011 per employee per year for a welfare fund. The District's contribution to the Welfare Fund shall be made in two (2) equal installments on September 1<sup>st</sup> and November 15<sup>th</sup>. The Association shall provide the District with an audited financial statement of the fund by June 30<sup>th</sup> of each year.

- C. Members of the Association who provide the District with written proof that they are covered by a spouse's health plan may withdraw from the District's family health plan during the life of the agreement. They shall receive \$1,000 for each twelve (12) month period they remain uncovered under such plan at the end of such 12-month period. There shall be a dual coverage restriction for members in each bargaining unit whose spouse is also eligible for coverage in the Orange-Ulster School District Health Plan, such that unless both opt for individual coverage, they shall be limited to one family plan paid for by the spouse's school district of employment. Where such other district has a dual restriction policy/contractual provision, the rules of the health plan will determine which District shall provide the family coverage. Those unit members who are subject to the dual coverage restriction shall be entitled to the buy-out amount set forth above. New employees joining the District during a school year who opt out of the Plan will receive a prorated payment from the period of their time of hire until June 30. All other teachers must opt out for the period from July 1 to June 30; said decision must be made to the District in writing by March 1. Nothing contained herein shall preclude a member from reentering the Plan within any twelve (12) month period, provided, however, that in the case of a member who reenters in less than twelve (12) months during any such period no payment shall be made for that period. Any member who does withdraw must authorize such withdrawal by signing a written form to be provided by the District.

The District and the Association agree to continue discussions with a view toward enhancing the dollar amount of the health insurance buyout and the number of employees who might opt to take advantage of the health insurance buyout.

**ARTICLE VIII – CONVERSION OF UNUSED SICK LEAVE**

Upon retirement, teachers retiring after June 30, 1984 shall be compensated for each unused sick day. Compensation shall be at the rate of \$32.00, effective July 1, 2010 and \$40.00, effective July 1, 2011 for each unused accumulated sick day up to two hundred twenty five (225) days. All such monies shall be paid into the employee's Section 403(b) IRC Tax Sheltered Annuity, as a non-elective direct employer contribution, without a cash option. Upon receipt of the notification from the employee of the intent to retire, the District shall forward all paperwork

for establishing a Section 403(b) IRC Tax Sheltered Annuity account if necessary. This amount is to be included as if it were a portion of the contract salary as the final year's full salary. The retirement is construed as meaning that the retirement is based on the New York State laws. A person who leaves this system and is not entitled to retirement compensation at that time is not entitled to the benefits of this article. Teachers shall notify the District in writing of their intent to retire by May 30<sup>th</sup> of the year preceding their retirement if at all possible.

**ARTICLE IX – GRIEVANCE PROCEDURE**

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- B. The grievance shall be initially submitted in writing to the party or parties who are alleged to have violated the contract within fifteen (15) school (working) days of the date on which the act grieved occurred. The grievance shall specify the provision claimed to have been violated and the remedy requested. Summer grievances shall be week days.
- C. All grievances shall be processed through the Association grievance committee who shall have the exclusive right to process a grievance.
- D. The Association and the District shall attempt to resolve all grievance within thirty (30) working days of the original written submission. This may be done either on an informal or formal basis.
- E. **Arbitration Stage of Grievance Procedure:**

Should the matter not be resolved in "D" above, the Association may submit the grievance to final and binding arbitration.

- 1. The matter shall be heard before one of the following arbitrators selected on a rotating basis, to the extent practicable:

- 1 – Bonnie Siber-Weinstock
- 2 – Louis Patack
- 3 – Jeffrey Selchick
- 4 – Howard Edelman

- 2. The arbitrator's decision will be accepted by both parties as final and binding.
- 3. The costs of the arbitration shall be divided equally between the District and the Association.
- 4. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions of the issues submitted.

5. The arbitrator shall confine him/herself to the interpretation and application of the terms of this agreement, and shall have no power to add to, subtract from, or modify the terms of agreement nor to interfere with the proper exercise of the judgment or discretion of the District and the Superintendent under law and this agreement.

## **ARTICLE X – EVALUATION**

### **A. Purpose**

1. The District and the Association agree that the purpose of evaluation shall be to improve instruction and to evaluate a teacher's performance.
2. The responsibility for the implementation of this article rests solely with the District and its administrative staff and shall be in conformance with the purpose of evaluation.

The District and Association shall form a committee comprised of equal numbers of members from each party that will review and develop an evaluation procedure.

### **B. Procedures for Observations and Evaluation**

1. All monitoring or observations of the teachers shall be conducted openly with the advance general notice of five (5) school days after a pre-classroom observation meeting, except for spot visits.
2. All classroom observations shall be for a normal class period when possible, but never less than twenty (20) minutes. Spot visits shall be of sufficient duration to observe the particular matter as previously identified to the teacher (e.g., classroom management, delivery of lesson objective, etc.).
3. Within five (5) working days of an observation, the administrator and the teacher shall meet to review and discuss the lesson. At this meeting, the administrator shall review the checklist notations from the observation with the teacher. A copy of the checklist with annotations will be presented to the teacher at that time. The written summary/observation shall be delivered to the teacher within five (5) working days of the meeting that has been held. The report should be signed by the teacher merely to indicate that he/she has read the report. The signing of the observation report or failure to answer in writing shall not be construed as agreement with the contents of the report.

OB  
EH



4. If an evaluator finds a teacher less than satisfactory, he/she shall identify in writing specific deficiencies and discuss said evaluation with the teacher.

C. General Procedures

1. All teachers, upon initial employment, shall be given copies of the observation report in use at the time.
2. Probationary teachers shall be evaluated at least two (2) times each year.
3. Any classroom observation of tenured teachers shall be in accordance with this article on evaluation. However, two (2) evaluations per year shall not be required of tenured teachers.
4. All probationary teachers shall receive a yearly written comprehensive summary evaluation by June 30 of each year of service in the District.

The tenured faculty shall also be subject to annual summative evaluation.

5. Special procedure for the denial of tenure: All teachers in their final year of probation shall be given a conference by four months before the end of the probationary term. If a reasonable doubt exists regarding tenure, the teacher will be so informed and given the reasons why such doubt exists.

**ARTICLE XI – TEACHER’S FILES**

- A. Within ten (10) days of filing material by the Superintendent or designee in the official teacher file, the teacher will be forwarded a copy. A notation of the manner in which the copy was submitted to the teacher and the date of such submission will be made in the file.
- B. Materials which allege a deficiency in a teacher’s conduct, service, character, or personality, will only be placed in the file after the teacher has had the opportunity to review the material and affix his/her signature to the copy to be filed. It is understood that signing, or failing to sign, the file copy in no way indicates agreement with the content of the material, and after proper service on the teacher, the District has the right to file the material without signature.
- C. The teacher shall have the right to submit on his/her own initiative material that reflects favorably on his/her teaching or professional service in the District.
- D. At an agreed upon time, no more than four (4) working days from a written request, teachers will have the right to review the contents of their official file and to make copies of any document in it. Copies of any document shall be made at



the expense of the teacher at the approximate cost to the District. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

## **ARTICLE XII – CLASS ASSIGNMENTS**

- A. Teachers in Grades 7 through 12 will be limited to five (5) class periods of instruction per school day. In addition, such teachers shall not be assigned to more than one (1) supervisory period (study hall, lunch duty, hall monitoring) per day.

Supervisory assignments (hall duty, homeroom and bus duty) may be made during the fifteen (15) minutes prior to the starting of the high school class day and six (6) minutes at the close of the class day. Those assigned bus duty will not be given a morning assignment. All assignments will be made in a fair and equitable manner.

B. **Sixth Class Assignments:**

1. Unit members may be assigned a sixth period teaching assignment. The rate of pay for compensable sixth class assignments shall be \$3,000.00 effective July 1, 2010 and \$3,250.00 effective July 1, 2011.
2. Teachers assigned to 6 classes shall be entitled to the above payment if their average daily class load is 115 students or more (assessed and compensated on a monthly basis) or if they are assigned to 4 preparations (regardless of the number of students), for science, math, social studies, English, or foreign languages. It is agreed by the parties that AIS instruction that occurs during the time of the regular teacher work day will count as a sixth class provided that the teacher coordinates with the regular classroom teacher, prepares plans for the students and fulfills all administrative paperwork assignments.
3. Unit members whose sixth teaching assignment does not occur during each day of a cycle may be assigned to a duty assignment on the “off days.” The Association’s 1994-95 school year grievance regarding sixth assignments is hereby withdrawn with prejudice against re-filing and shall not be promoted to arbitration.

- C. Teachers in the elementary school shall continue to receive their current preparation time (K-3 teachers and specialists shall receive 30-40 minutes and 4-6 teachers shall receive 40 minutes). However, should the District reduce the staffing of specialists (art, music, library and physical education), the parties shall negotiate alternative arrangements so that elementary teachers shall continue to receive the preparation time as stated above.



D. Flexible Assignments:

Staff members who work in both buildings may be assigned the start and end time of the workday of staff at either building on any given workday of the week.

Teachers shall be given notice of their tentative assignment for the ensuing school year by June 1<sup>st</sup> or within 48 hours after the second vote upon the budget, when the first vote fails to gain voter approval.

Members of the unit who travel during the school day between buildings will not be assigned any supervisory duties.

E. Experimental Middle School:

The Association endorses the concept of the Experimental Middle School Program in its 2007-2010 school year form.

F. Classroom teachers in the elementary school shall not be required to supervise their classes during any special subject of instruction (e.g. art, music, PE, library), excluding chorus, but shall be promptly available to escort their classes at the end of the period.

G. Registered Nurses

Registered Nurses shall work the length of the teacher workday with 30 minutes for lunch, on days provided in the student calendar plus three (3) additional days as designated by the Superintendent. Starting time of the work day is to be designated by the Superintendent.

**ARTICLE XIII – LUNCH PERIODS**

A. Allotment

All teachers shall be entitled to a lunch period of at least thirty (30) minutes each day.

B. Lunch Release Time – Elementary School

The following shall govern procedures for teachers who leave the elementary school building during their lunch period:

1. Teachers may leave during their own unassigned lunch period. No more than four teachers may leave the building at any one time.
2. Teachers must sign in and out, noting the times.



3. Abuses by an individual may lead to discontinuance for that individual.
4. It is understood and agreed that teachers, when present in the building, will respond to alarms, requests for assistance, and the like, in exigent circumstances.

#### **ARTICLE XIV – MILEAGE**

- A. Employees using their own cars for authorized inter-school travel and school-related activities will be compensated at the current IRS rate. Such use must be authorized and required as part of regular duties.
- B. Mileage shall be paid upon submission of a voucher.
- C. Employees must use the school vehicle for travel to and from school related activities if it is available. If the school vehicle is available and the employee chooses to travel in his/her own vehicle, the employee shall not be reimbursed for mileage pursuant to Section A of this Article, as the same will be deemed an unauthorized use of the employee's own vehicle. Employees planning to attend the same conference or other activity that requires traveling, they must car-pool to the extent practicable, such that not more than one employee shall be compensated for each four employees attending the same conference or other activity.

#### **ARTICLE XV – FACULTY AND DEPARTMENTAL MEETINGS AND OTHER AFTER-SCHOOL ACTIVITIES**

- A. Faculty members shall reserve two (2) Monday afternoons per month, following student dismissal, for faculty or departmental meetings. The Administration shall give reasonable notice of such meetings to the faculty.
- B. EVENING AND AFTER-SCHOOL ACTIVITIES: As the District plans and holds evening programs such as Back to School Night and Parent/ Teacher Conferences, the following procedures will govern faculty responsibilities in relation to these events:

1. BACK TO SCHOOL NIGHT:

For Back to School Night, faculty members are expected to attend one (1) evening program of approximately ninety (90) minutes per year. If a faculty member is unable to attend due to illness, family emergency, or a scheduled college class (i.e., one from which the professor will not permit the teacher to be absent without penalty), on the next work day, the teacher and building principal will formulate a plan for appropriate teacher-parent communication to take place. Note: teachers



who are not able to attend Back to School Night shall give their respective building principal prior notice as early as possible.

## 2. PARENT/TEACHER CONFERENCES

Faculty members are expected to attend Parent/Teacher Conferences. If a faculty member is unable to attend due to illness, family emergency, or a scheduled college class (i.e., one from which the professor will not permit the teacher to be absent without penalty), he or she will notify his or her building principal prior to the scheduled conferences. Note: This includes afternoon as well as evening conferences. If alternative arrangements to communicate with parents have not previously been made, an absent teacher will meet with his or her building principal on the first work day following the Parent/Teacher Conferences to formulate a plan for appropriate teacher-parent communication to take place at a time and in a format mutually agreeable to the parents and the teacher.

If a teacher fails to make up a missed evening Parent/Teacher Conference in accordance with the plan formulated with the building principal, he or she will have to remain at work for two (2) hours beyond the time his or her fellow teachers are released on the half-days the District has designated for early dismissal to perform school-related work. For example, for the 2010-2011 School Year, a Seward teacher who misses and fails to make up an evening conference will have to stay two (2) hours beyond dismissal, to perform school-related work, on one of the half-days designated by the District. The District will apply the same approach at Golden Hill: if an elementary teacher misses and fails to make up an evening conference, he or she will be required to remain at work two hours beyond the early dismissal, to perform school-related work, on the half-day designated by the District.

## **ARTICLE XVI – PART-TIME TEACHERS**

All part-time teachers will receive salary and fringe benefits on a prorated basis. Based on a six-period day, any high school teacher teaching five (5) periods will be considered a full-time teacher. Any part-time elementary teacher teaching 65% of instructional time of a full day will be considered a full-time teacher.

## **ARTICLE XVII – TUTORING AND ACADEMIC INTERVENTION SERVICES**

Only teachers teaching core academic subjects shall be required to provide AIS instruction. In the elementary school, core academic subjects include classroom, reading, math and special education teachers. At the middle/high school, core academic subjects include science, math, social studies, English, foreign languages and reading.

All teachers as defined above, in the middle/high school, shall be available beyond the school instructional day for one-half hour per week for AIS instruction during two blocks of ten consecutive weeks during the academic year. Teachers shall not be required to make up a snow



day that occurs on a day AIS instruction is scheduled to be provided, and parent-teacher conferences shall not be scheduled on such a day. In addition, teachers shall not be required to make up a day of AIS instruction should school be closed for part of that week due to a scheduled holiday.

Elementary teachers will provide fifteen (15) half-hour sessions of after-school AIS per school year. However, should the census of AIS eligible students demand additional services then teachers may be required to perform from one (1) to a maximum of five (5) additional after-school AIS sessions. In no event will the total number of AIS after-school sessions exceed a total of twenty (20) sessions per year.

To assist the Superintendent in determining the number of students in need of after-school AIS, an ad hoc committee is hereby established consisting of the two (2) elementary teachers appointed by the Association and two (2) administrators appointed by the Superintendent. The Superintendent shall convene this committee in September 2010 to review and establish the criteria by which students will be assigned to after-school AIS.

The District, however, may hire full or part-time AIS teachers.

All grievances filed as of the date of this agreement regarding Academic Intervention Services are hereby withdrawn with prejudice against being re-filed in any forum.

#### **ARTICLE XVIII – ASSOCIATION RIGHTS**

##### **A. Copies of Board Minutes**

The President of the Florida Teachers Association will be supplied with three (3) copies of the Minutes of all Board of Education meetings. Such copies will be transmitted at the same time as the transmission of such Minutes to the members of the Board of Education.

##### **B. Notice of Staff Reductions**

1. Before a recommendation by the Administration of a reduction in staff, or a Board of Education vote on such a recommendation, whichever shall occur first, the Association shall be notified.
2. Upon request, the parties shall meet and confer concerning the ramifications of such reductions. Should the Board vote such a reduction, the parties shall meet to negotiate concerning the impact, if any, of such reduction.

##### **C. Association Days**

Three (3) days per year shall be allowed to the Association for the purpose of professional leave for its officers and other designees, to be granted upon

seventy-two hours advance request, for attendance at Representative Assembly/other meetings of NYSUT and its affiliates. The Association is responsible for reimbursement to the District of the cost of substitute teachers who cover when such leave is taken.

D. Duplication Fee

The Association will be billed at \$.10 a copy for duplication of materials related to Association business.

E. New Teacher Orientation

1. The District will notify the president of the Association in writing of all newly-hired personnel. Sufficient copies of the Agreement will be provided to the president of the Association for each newly-hired employee.
2. In the first year of employment, newly hired unit members may be required to attend District-run orientation activities for a total of up to twenty-one (21) hours. Such hours shall be in the form of the business day immediately preceding the beginning of the regular teacher work year (e.g. Friday before Labor Day or such other day as may be mutually agreed upon by the parties), with the remainder divided into blocks of time to be used after the regular school day (e.g. two hours or three hours). On the orientation day immediately preceding the beginning of the school year, the F.T.A. will cater and control the lunch hour activities and shall direct activities in the next following hour.

F. Copies of Agreement

As soon as practicable after execution of this agreement, one hundred (100) copies will be provided to the Association.

**ARTICLE XIX – VOLUNTEERED TIME**

Whenever unit members volunteer their time beyond the contractual limits of the teacher workday, such volunteerism shall not be deemed to create a past practice binding upon the Association or the members of this bargaining unit. Upon the rendering of such service, a letter of commendation shall be placed in the file of the unit member.

**ARTICLE XX – MANAGEMENT RIGHTS**

The Board and/or Administration may exercise the regular and customary functions of management except as specifically abridged or modified by this agreement.

**ARTICLE XXI – SEVERABILITY**

If any statement of this agreement is contrary to State Education Law, the Commissioner’s Regulations, or constitutional decisions, only that statement shall be void and all other parts of the agreement shall remain in effect.

**ARTICLE XXII – TAYLOR LAW NOTICE**


IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

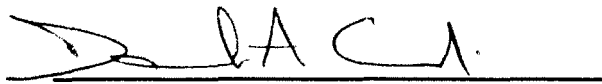
**ARTICLE XXIII – DURATION AND NEGOTIATIONS**

- A. This contract shall be binding upon the parties hereto from July 1, 2010 through June 30, 2012, providing that all changes from the parties’ prior agreement shall be prospective from the signing of this agreement unless otherwise noted.
- B.
  - 1. There will be no negotiations concerning the contract for the years 2010-2012 after the ratification of said contract by both District and Association unless by mutual consent.
  - 2. If either party wishes to make any change in the contract, it may request a waiver from the other party. There shall be no obligations here implied to reopen negotiations on any aspect of this agreement, except by mutual consent.
  - 3. Negotiations for a successor contract shall begin no later than six (6) months prior to the submission of the annual budget, except as or otherwise mutually agreed.

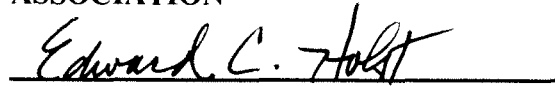
IN WITNESS WHEREOF, the parties hereto have signed this agreement this 9<sup>th</sup> day of November, 2010.

**FLORIDA UNION FREE SCHOOL DISTRICT**

  
Superintendent of Schools

  
President, Board of Education

**FLORIDA TEACHERS’ ASSOCIATION**

  
President, Florida Teachers’ Assoc.

  
Negotiator, Florida Teachers’ Assoc.





APPENDIX A-1

TEACHERS SALARY SCHEDULE – 2010-2011

| STEP | BA       | MS       | MS+30    |
|------|----------|----------|----------|
| 1    | \$47,562 | \$52,848 | \$56,811 |
| 2    | \$48,495 | \$53,884 | \$57,925 |
| 3    | \$50,248 | \$55,635 | \$59,676 |
| 4    | \$51,998 | \$57,385 | \$61,428 |
| 5    | \$53,749 | \$59,138 | \$63,178 |
| 6    | \$55,500 | \$60,889 | \$64,930 |
| 7    | \$57,251 | \$62,639 | \$66,682 |
| 8    | \$59,003 | \$64,391 | \$68,432 |
| 9    | \$60,754 | \$66,142 | \$70,184 |
| 10   | \$62,505 | \$67,895 | \$71,934 |
| 11   | \$64,257 | \$69,645 | \$73,685 |
| 12   | \$66,007 | \$71,396 | \$75,437 |
| 13   | \$67,758 | \$73,147 | \$77,188 |
| 14   | \$69,510 | \$74,898 | \$78,940 |
| 15   | \$71,261 | \$76,648 | \$80,691 |
| 16   | \$73,013 | \$78,400 | \$82,441 |
| 17   | \$74,764 | \$80,152 | \$84,193 |
| 18   | \$76,514 | \$81,902 | \$85,944 |
| 19   | \$78,266 | \$83,654 | \$87,695 |
| 20   | \$80,016 | \$85,405 | \$89,447 |

T/A \$25,395

**Longevities:**

21 years of credited service = \$1,000

23 years of credited service = \$2,324

25 years of credited service = \$2,324

28 years of credited service = \$2,324

Payments of all longevities shall be based upon credited years of service in the School District.

**APPENDIX A-2**

**TEACHERS SALARY SCHEDULE – 2011-2012**

| STEP | BA       | MS       | MS+30    |
|------|----------|----------|----------|
| 1    | \$48,513 | \$53,905 | \$57,948 |
| 2    | \$49,227 | \$54,698 | \$58,800 |
| 3    | \$50,192 | \$55,770 | \$59,953 |
| 4    | \$52,006 | \$57,582 | \$61,764 |
| 5    | \$53,818 | \$59,394 | \$63,577 |
| 6    | \$55,630 | \$61,208 | \$65,389 |
| 7    | \$57,443 | \$63,020 | \$67,202 |
| 8    | \$59,255 | \$64,832 | \$69,015 |
| 9    | \$61,068 | \$66,645 | \$70,827 |
| 10   | \$62,881 | \$68,457 | \$72,640 |
| 11   | \$64,693 | \$70,271 | \$74,452 |
| 12   | \$66,506 | \$72,083 | \$76,264 |
| 13   | \$68,317 | \$73,895 | \$78,077 |
| 14   | \$70,129 | \$75,708 | \$79,890 |
| 15   | \$71,942 | \$77,519 | \$81,703 |
| 16   | \$73,755 | \$79,331 | \$83,515 |
| 17   | \$75,569 | \$81,144 | \$85,327 |
| 18   | \$77,380 | \$82,957 | \$87,140 |
| 19   | \$79,192 | \$84,769 | \$88,952 |
| 20   | \$81,005 | \$86,582 | \$90,765 |

**T/A \$26,284**

**Longevities:**

- 21 years of credited service = \$1,035
- 23 years of credited service = \$2,406
- 25 years of credited service = \$2,406
- 28 years of credited service = \$2,406

Payments of all longevities shall be based upon credited years of service in the School District.

**APPENDIX B**

**CO-CURRICULAR/ATHLETIC SALARIES 2010-2012**

| ACTIVITY                       | 2010-11<br>Salary | 2011-12<br>Salary |
|--------------------------------|-------------------|-------------------|
| ACADEMIC TEAM                  | \$674             | \$698             |
| ART CLUB                       | \$674             | \$698             |
| ASSISTANT SKI CLUB             | \$511             | \$529             |
| ATHLETIC DIRECTOR              | \$7,300           | \$8,555           |
| BASKETBALL SCOREKEEPER         | \$693             | \$717             |
| BASKETBALL TICKET TAKERS       | \$693             | \$717             |
| BASKETBALL TIME KEEPER         | \$693             | \$717             |
| BLT ENRICHMENT-CERTIFIED       | \$51.99           | \$53.81           |
| BLT ENRICHMENT-NONCERTIFIED    | \$36.44           | \$37.72           |
| CHAPERONES                     | \$74              | \$76              |
| CHESS CLUB                     | \$674             | \$698             |
| CHORUS ENSEMBLE DIRECTOR       | \$2,413           | \$2,497           |
| COOKING CLUB                   | \$674             | \$698             |
| CURRICULUM PREPARATION         | \$120             | \$124             |
| DEBATE TEAM                    | \$674             | \$698             |
| DETENTION MONITOR              | \$4,929           | \$5,101           |
| DIVERSITY CLUB                 | \$674             | \$698             |
| FOREIGN LANGUAGE CLUB          | \$674             | \$698             |
| FRESHMAN CLASS                 | \$674             | \$698             |
| GHESS POST OFFICE              | \$282             | \$292             |
| GHESS SCHOOL BANK              | \$282             | \$292             |
| GHESS WORLD DRUMMING CLUB      | \$674             | \$698             |
| HACKY SACK CLUB                | \$674             | \$698             |
| HEALTH COORDINATOR             | \$840             | \$870             |
| HIGH SCHOOL HONOR SOCIETY      | \$966             | \$1,000           |
| HIGH SCHOOL PLAY               | \$1,342           | \$1,389           |
| HIGH SCHOOL STUDENT COUNCIL    | \$1,562           | \$1,617           |
| JUNIOR CLASS                   | \$1,562           | \$1,617           |
| JV BASEBALL/SOFTBALL           | \$2,737           | \$2,833           |
| JV BASKETBALL                  | \$3,281           | \$3,396           |
| JV CHEERLEADING                | \$2,012           | \$2,083           |
| JV SOCCER                      | \$2,737           | \$2,833           |
| JV VOLLEYBALL                  | \$2,736           | \$2,832           |
| LIBRARY CLUB                   | \$674             | \$698             |
| LITERARY MAGAZINE-ISSUE, MAX/2 | \$492             | \$509             |
| MATH TEAM                      | \$674             | \$698             |
| MENTOR TEACHER                 | \$1,395           | \$1,443           |
| MIDDLE SCHOOL HONOR SOCIETY    | \$966             | \$1,000           |
| MIDDLE SCHOOL PLAY             | \$674             | \$698             |
| MIDDLE SCHOOL STUDENT COUNCIL  | \$1,562           | \$1,617           |

|                             |         |         |
|-----------------------------|---------|---------|
| MOCK TRIAL                  | \$1,254 | \$1,298 |
| MODIFIED BASEBALL/SOFTBALL  | \$2,233 | \$2,311 |
| MODIFIED BASKETBALL         | \$2,354 | \$2,436 |
| MODIFIED CHEERLEADING       | \$2,012 | \$2,083 |
| MODIFIED SOCCER             | \$2,233 | \$2,311 |
| MODIFIED X-COUNTRY          | \$1,562 | \$1,617 |
| MUSIC CLUB                  | \$674   | \$698   |
| ODYSSEY OF THE MIND         | \$666   | \$689   |
| PEP BAND                    | \$1,197 | \$1,239 |
| PROCTORING/NYSSMA/OCMEA     | \$23.24 | \$24.06 |
| RUNNING CLUB                | \$674   | \$698   |
| SAT/NYS PREP/JR GREAT BOOK  | \$53.88 | \$55.77 |
| SCIENCE RESEARCH CLUB       | \$674   | \$698   |
| SENIOR CLASS                | \$1,562 | \$1,617 |
| SENIOR ENRICHMENT           | \$674   | \$698   |
| SIXTH TEACHING PERIOD       | \$3,000 | \$3,250 |
| SKI CLUB                    | \$985   | \$1,019 |
| SOPHOMORE CLASS             | \$674   | \$698   |
| SSSI ACADEMIC DECATHLON     | \$1,342 | \$1,389 |
| SSSI FFA                    | \$1,342 | \$1,389 |
| SSSI FHA                    | \$1,342 | \$1,389 |
| SSSI GOLF CLUB              | \$674   | \$698   |
| SSSI LEO CLUB               | \$798   | \$826   |
| SSSI NEWSPAPER-ISSUE, MAX/5 | \$228   | \$236   |
| SSSI SCIENCE CLUB           | \$1,342 | \$1,389 |
| SSSI VIDEO CLUB             | \$1,342 | \$1,389 |
| SSSI VOLLEYBALL CLUB        | \$1,562 | \$1,617 |
| SSSI YEARBOOK               | \$2,516 | \$2,604 |
| SUBSTITUTE CALLING          | \$2,500 | \$2,700 |
| SUMMER SCHOOL               | \$39.51 | \$40.89 |
| VARSITY BASEBALL/SOFTBALL   | \$3,449 | \$3,569 |
| VARSITY BASKETBALL          | \$4,430 | \$4,585 |
| VARSITY CHEERLEADING        | \$2,012 | \$2,083 |
| VARSITY SOCCER              | \$3,449 | \$3,569 |
| VARSITY VOLLEYBALL          | \$3,449 | \$3,569 |
| VARSITY X-COUNTRY           | \$2,413 | \$2,497 |
| VOLLEYBALL OFFICIALS        | \$693   | \$717   |
| YOUTH ENDING HUNGER         | \$674   | \$698   |
| YOUTH IN GOVERNMENT         | \$798   | \$826   |