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#### **Contract Database Metadata Elements**

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**AGREEMENT BETWEEN**

**MC GRAW FACULTY ASSOCIATION**

**AND**

**MC GRAW CENTRAL SCHOOL DISTRICT**

**FOR THE**

**2004 - 2007 SCHOOL YEARS**



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## **ARTICLE I RECOGNITION**

### **Section 1.**

The McGraw Central School District (hereinafter called the Employer) recognizes the obligation to enter into negotiations with the McGraw Faculty Association with respect to hours, wages and terms and conditions of employment, pursuant to Article 14 of the Civil Service Law. The McGraw Faculty Association is recognized as the exclusive negotiating representative for all regularly scheduled full-time and part-time employees in the Teaching Negotiations Unit within the following titles: classroom teachers, instructional specialists, school nurse teachers, school psychologists and guidance counselors. Also included are long-term substitutes who shall be defined as temporary teachers and who are employed to replace teachers who are on a leave of absence but are expected to return. Temporary teachers shall be further defined as a substitute teacher who is employed in the same position for a semester or more.

### **Section 2.**

Excluded from the Teaching Negotiating Unit are all casual, per diem substitute personnel, teacher aides, or other paraprofessionals, teacher assistants and any other whose position requires administrative certification. Also excluded are all other personnel.

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 1.**

The Board of Education and the administration retain full and exclusive authority for the management of its School District affairs and shall retain all existing rights of management and all other rights as conferred on it by Education Law.

### **Section 2.**

The above clause in no way limits the right of the Association to bargain the impact of any changes made in working conditions of this Agreement.

### **Section 3.**

The McGraw Faculty Association (hereinafter called the Association) recognizes that the Employer has certain responsibilities with respect to the management and control of the educational affairs of the District, pursuant to Section 1709 (Article 33) of the Education Law and Section 201 and 204a of the Public Employees Fair Employment Law - Article 14 of the Civil Service Law.



**ARTICLE III  
LEGISLATIVE REQUIREMENT**

Section 1.     **Agreements between public employers and employees organizations.**

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

**ARTICLE IV  
NEGOTIATION PROCEDURES**

Section 1.

The opening meeting for ground rules will be held no later than January 15 prior to the expiration of the contract.

**ARTICLE V  
PROFESSIONAL MEETINGS**

Section 1.     Faculty Meetings

1.1     There shall be at least one week's notice in advance of after-school faculty meetings called by the Building Principals for the total building staff, except in emergency. All such meetings will have a clearly stated purpose. No meetings will be called after regular school hours on any Friday, or any day immediately preceding a holiday except in cases of extreme emergency.

All such meetings will end not later than 4 p.m. However, additional meetings may be scheduled by the Superintendent of Schools or his authorized designee as the need may arise.

1.2     Grade level and department meetings will be held as required and scheduled by the building principals with two (2) days notice except in the case of emergency as determined by the building administrator or Superintendent.

1.3     Professional meetings will not be scheduled on the first Tuesday of the month.

1.4     Contingent upon the availability of funding and the value of the conference, workshop or visitation to the McGraw Central School District, a teacher may make application to, and subject to the approval of the Superintendent of Schools, a teacher may attend the approved workshop, seminar, conference or other professional improvement session at District expense. Except upon special permission of the Superintendent of Schools a

teacher may attend only one such professional conference per year outside the Onondaga-Cortland-Madison BOCES District at District expense.

- 1.5 Part time morning teachers will not be required to return for after school meetings, but will be kept apprised of said meetings via agendas and subsequent minutes.

## ARTICLE VI WORKING CONDITIONS

### Section 1. Teachers' Days

- 1.1 Providing teacher's school responsibilities and obligations are completed, the teacher day at the Elementary Building shall not exceed seven (7) hours and twenty (20) minutes; and the teacher day at the High School Building shall not exceed seven (7) hours and twenty five (25) minutes.

### Section 2. Schedule - Special Teachers

- 2.1 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as practicable.

#### 2.2 Part-Time Teachers

The parties agree that the definition for purposes of establishing part time employment shall be 2200 minutes per week less 185 minutes for lunch and 185 minutes for preparation, or 1830 minutes per week in the elementary school. Therefore, a teacher who works 915 minutes per week would be considered a .5 teacher.

- 2.3 The parties agree that the definition for purposes of establishing part time employment shall be 2225 minutes per week less 215 minutes for lunch and 215 minutes for preparation, or 1795 minutes per week in the high school. Therefore, a teacher who works 897 1/2 minutes per week would be considered a .5 teacher.

#### 2.4 Part Time Teachers--Insurance benefits

Insurance benefits for part time teachers as defined in sections 2.2 and 2.3 above shall be as follows:

.25 through .49 = 1/2 of the District's share as defined in Article X, §1 and 2.

.50 through .74 = 3/4 of the District's share as defined in Article X, §1 and 2.

.75 and above = Full benefits as defined by Article X, §1 and 2.

Section 3. Lunch Hour

- 3.1 Each teacher covered by this Agreement shall have a duty free lunch period, in accordance with Section 3029 of the Education Law, between the hours of 10:30 a.m. and 1:30 p.m.
- 3.2 For the duration of this contract, all teachers in grades K-6 shall not be assigned lunch duty.

Section 4. Planning Periods

- 4.1 Elementary school K-6 - Each teacher in grades K-6 shall have an average of at least 30 minutes each day free from classroom or supervisory duties.
- 4.2 Secondary school 7-12 - Each teacher in grades 7-12 shall have an average of at least one period each day free from classroom or supervisory duties.

Section 5. Substitutes

- 5.1 Teachers should inform the building principal of an impending absence no later than 7 a.m. of the day or days concerned, where possible. Regular teachers will not be required to supervise an extra class except in an emergency. Building principals, when possible, will obtain a replacement for a regular classroom teacher and/or specialist.

Section 6 Vacancies

- 6.1 When an official vacancy exists in the School District, such vacancy will be posted in each Faculty Room.
- 6.2 Any teacher presently employed in the District wishing to be considered for a vacancy in the District will submit his request in writing to the building principal in charge. The teacher will be granted an interview for the purpose of discussing the position's requirements and for presenting his qualifications. The teacher will be given five (5) days in which to indicate in writing that (s) he is still interested. The final decision on filling the vacancy will rest with the Board upon the Chief Executive Officer's recommendation.

Section 7. Transfers

7.1 Involuntary

On occasion, it may be necessary to transfer a staff member from one building to another. The staff member will be assured that as a part of the decision-making process, (s) he will be granted an interview for discussion of the change. The teacher may respond in writing if he is in disagreement with the proposed change. This procedure will also apply to any basic schedule change within the tenure area.

**Section 8. Class Size**

- 8.1 Class size is recognized as being an important factor in providing quality education. Toward this end, the Employer will strive to provide a teacher-pupil ratio that will be in the best educational interest of the student and the teacher.

**Section 9. Summer School**

- 9.1 Certified McGraw Faculty members will be given priority for employment in summer school positions in the District.

**Section 10. Assignments**

- 10.1 Notification of tentative assignments for each teacher will be given by the end of the last week of school. Each teacher will be notified in writing of his assignments for the following school year, including the school(s) to which he will be assigned, the grades and subjects he will teach, and any special or unusual classes that he will have. If subsequent changes in assignments are required by the District, the teacher(s) so affected shall be notified by mail prior to the start of the school year.

**Section 11. Salary Notice**

- 11.1 Each teacher will be notified in writing of their anticipated salary for the coming school year within fourteen (14) days after ratification of the contract by both parties. Each teacher must return their Notice of Salary form within seven (7) days after receipt.

**Section 12. Reporting of Assault**

- 12.1 Teachers must report immediately to their building principal all cases of assault sustained by them in connection with their employment; and must within twenty four (24) hours submit a written report to the building principal. The building principal will collect any and all information relating to the incident and/or persons involved. The building principal will also act as liaison between the teacher and the student, the law enforcement agency and the courts.
- 12.2 Teachers will remain unharmed from financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit or judgment. These costs will be covered by the District pursuant to Section 3023 and 3028 of the Education Law. Teachers will be granted days of absence with pay for appearance in any legal proceedings connected to their employment by the District as noted in Sections 12.1 and 12.2 herein. [In order to receive this protection, a teacher must deliver the original or a copy of any summons, complaint, process, notice or other papers received by him to the Superintendent of Schools within ten (10) days after being served, and endorsed with the time and manner of service or delivery of the same to him].

### Section 13. Student Discipline and Welfare

- 13.1 In the event that a student's behavior is such that the teacher feels that student should be removed from that class period, the teacher will send the student to the office with a note, which briefly explains the reason for sending the student from class. The principal and the teacher will discuss the situation at the first mutually available time and examine alternatives from which the most promising course of action as seen by the principal will be pursued. The student may then be returned to class. It remains the responsibility of the teacher to contact the principal as soon as possible after the incident.
- 13.2 A teacher having a student with a known history of emotional or physical disorders assigned to his class will be notified of such disorders, if legally permissible, upon the entrance of said student. Furthermore, each teacher will be kept informed of any additional information of a psychological, physical, or social nature of such student, where legally permissible, while such student is in said teacher's class.
- 13.3 Teachers have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the building principal, teachers may request parental attendance at the school during school hours, if possible. The meeting shall not interrupt class time unless absolutely necessary.
- 13.4 The Board of Education may modify the student discipline and welfare provision (Article VI, Section 13). Prior to any changes in this provision, the president of the Association shall be notified and given an opportunity to provide input.

### Section 14. Emergency Closings

- 14.1 School closing because of weather or epidemic -

Whenever schools are closed upon the advice of public health authorities or by reason of inclement weather, teachers will be excused from all duties without loss of pay or leave and will not be required to return to duty until school is reopened for pupil attendance. The establishing of dates for making up teaching time will be considered a matter of vital mutual concern and will be the subject of consultation between the Association and the Superintendent prior to a final decision being made. Countywide scheduling will have priority when makeup dates are being arranged.

### Section 15. Paydays

- 15.1 Paydays will be biweekly with the employee having a selection of twenty two (22) or twenty six (26) paychecks.

**Section 16. School Calendar**

- 16.1 The school calendar will be the adopted Onondaga-Cortland-Madison BOCES (or county) calendar. The President of the Association or his/her authorized designee may submit to the Superintendent recommendations for said school calendar on or before November 15.
- 16.2 The School Calendar shall contain 187 staff days and 183 student days between Labor Day and June 30. A teacher workday will be scheduled at the end of the 1<sup>st</sup> semester.

**ARTICLE VII  
EVALUATION**

**Section 1.**

Teacher evaluation shall be governed by the process and procedures described in the Annual Professional Performance Review Plan agreed to by negotiation between the Superintendent and the McGraw Faculty Association.

**Section 2.**

The Annual Professional Performance Review Plan will be reviewed annually by the APPR Committee. The Superintendent is responsible for convening a committee comprised of teachers and administrators to perform this review. Revisions will be recommended to the Board of Education and the McGraw Faculty Association for formal adoption into the negotiated agreement.

**Section 3.**

The Teacher will receive a copy of any material that is placed in his/her personnel folder with the exception of personal letters of recommendation and any employment recommendations. A teacher will have the opportunity to review his/her personnel folder in the presence of the Superintendent of Schools or his/her designee. (The teachers shall not have the right, however, to review any employment recommendations or letters of recommendation). A representative of the Association may accompany the teacher if the teacher so desires.

**ARTICLE VIII  
TEACHER PROTECTIONS**

**Section 1. Probationary Period**

- 1.1 The probationary period for employees covered by this Agreement shall not be less than three (3) years or that which is permitted by law, whichever is applicable.

**Section 2. Probationary Teachers**

- 2.1 Should occasion arise for the termination of a non-tenured teacher during his/her probationary period, notification of such termination shall be provided no later than May 1, in accordance with New York State Education Law.
- 2.2 Teachers not to be recommended for tenure will be so notified in writing, no later than May 1, in accordance with New York State Education Law. This provision is applicable only at the end of the probationary period.
- 2.3 Prior to the Board of Education considering the dismissal of a probationary teacher, there shall be at least two (2) conferences involving the teacher and his/her building principal for the purpose of discussing areas of concern and weaknesses and the means of improving his/her performance to an acceptable standard, as well as any levels of improvement. After the conference has been conducted, the principal shall provide the teacher with a written summation of said conference, which indicates the areas of concern and weaknesses discussed along with the means of improving performance to an acceptable standard. Any levels of improvement shall be noted.

**Section 3. Tenured Teachers**

- 3.1 Termination for cause of a tenured teacher's position will be conducted according to Education Law.
- 3.2 Notification of possible termination due to staffing changes will be given no later than May 15, with final notification to be given no later than July 15.

3.3 In the event that the tenure law is abolished, the parties agree to negotiate a reappointment procedure for previously tenured teachers.

**Section 4. Cause**

4.1 No tenured teacher shall be dismissed except for just cause.

**Section 5. Association Representation**

5.1 A teacher shall be allowed to have a McGraw Faculty Association representative of his/her choice present at any meetings of a disciplinary nature with a District officer(s). District officers shall be defined as: principal, coordinator of educational program, and superintendent.

**ARTICLE IX  
LEAVES OF ABSENCE**

**Section 1. Personal Leave**

1.1 On advance notice of at least 24 hours (except in an emergency) and with the approval of the Superintendent of Schools, two (2) personal days will be granted. Personal days shall not be used to extend a vacation and/or holiday. Two (2) unused personal days will be credited to sick leave.

1.2 On advance notice of at least 24 hours (except in an emergency) and with the approval of the superintendent of schools, if the personal days granted in Section 1.1 have been utilized, two (2) additional personal days may be used in exchange for either two (2) sick leave and/or family leave days. These days if used shall be deducted from the employee's sick and/or family leave allotment as appropriate.

1.3 Personal leave shall not be used for litigation against the School District, its employees or Board of Education, secondary employment, or for conducting activities on behalf of the Association, its affiliates, or any other organization. Further, there is an explicit understanding that personal leave days shall not be used to create a holiday or vacation period.

1.4 No member of the negotiating unit who has been granted a personal leave day shall receive any compensation in any form other than regular salary during the time of the personal leave day.

1.5 In consideration of the above, no reason need be given for a personal leave day, except before and/or after a vacation or holiday period, or in the event that three or more consecutive days are requested.



Section 2. Sick Leave

- 2.1 The rate of accumulation for the first five (5) years of employment will be thirteen (13) days annually. Starting with the sixth (6th) year of employment, it will revert to ten (10) days annually. Unused sick leave will be allowed to accumulate to two hundred twenty-five (225) days. After five (5) consecutive days of absence a doctor's report may be requested by the Superintendent of Schools or his/her designee, verifying the medical reasons for the employee's absence. Upon the first year of employment in the School District, the teacher will be credited with thirteen (13) personal illness days. If the teacher leaves employment prior to earning used sick leave in accordance with 1.3 days earned per month of employment, the teacher shall reimburse the School District within thirty (30) days of such termination of employment.
- 2.2 Unit members who have accumulated the maximum number of sick leave days at the end of a school year shall be credited with 10 sick leave days which shall be available for use but not for additional accumulation in the subsequent year.

Section 3. Sick Leave Bank

- 3.1 The purpose of the sick leave bank is to provide for extended sick leave for a teacher who suffers a diagnosed serious illness or accident requiring convalescence, thereby exhausting his or her sick leave. No waiting period will be required between exhaustion of the teacher's accumulated sick leave and the use of the bank. The teacher must submit a doctor's statement to the committee describing the teacher's health prior to receiving credit for any days from the sick leave bank.
- 3.2 Each grant of days may not exceed thirty (30) days. In the event a teacher needs more than thirty (30) days, additional grants of thirty (30) days each may be awarded. The committee will not approve more than ninety (90) days for any individual during a school year. After ninety (90) days, the teacher, if unable to return to work, will be granted a medical leave of absence without pay for a period of time to be determined by the Board of Education following recommendations by the Superintendent of Schools.
- 3.3 The governing committee shall be composed of four (4) members, two (2) appointed by the McGraw Faculty Association and two (2) appointed by the District administration.
- 3.4 In order to qualify, the teacher must:
  - a) Have contributed to the total pool, at least three (3) days.
  - b) Have submitted a letter of request to the committee directly, or through a member of the immediate family or through a designee of the Association.
  - c) Receive approval from the committee.

- 3.5 Each grant - maximum of thirty (30) days.
- 3.6 Additional grants - thirty (30) days each to a maximum grant of ninety (90) days per school year.
- 3.7 Repayment of Days - Any teacher drawing days from the sick leave bank must, upon returning to work, attempt to repay the bank at the rate of up to four (4) days per year, to be decided by the committee. Teachers will be liable to reimburse the bank for all the days that they have drawn from it, except the days contributed by the individual, plus the three (3) days needed to remain an active member.
- 3.8 Membership in the Bank

Each school year by the end of the second week of school the Association will submit to the District Office signed notice from teachers releasing at least three (3) days each of personal sick leave to the bank, up to a total maximum of one hundred eighty (180) days for the bank. New membership requires a contribution of three (3) days. New teachers may join by contributing three (3) days within the first (1st) two (2) weeks of employment.

- 3.9 No withdrawal of individual contributions will be allowed. Days donated to the bank will remain in the bank if the teacher decides to resign or retire from the School District.
- 3.10 Renewing the Bank:
- a) Renewal occurs whenever bank assets drop below thirty (30) days.
  - b) All teachers who wish to remain members of the sick leave bank must donate at least one (1) day, except teachers beyond twenty (20) years of service in District. Teachers who are members of the bank and have exhausted their sick leave will not be required to donate one (1) day at the time of renewal to remain members of the bank. They must, however, donate that day as soon as they accumulate it.
  - c) Maximum number of days - one hundred eighty (180).
  - d) Teachers may donate days to the sick leave bank in June of each year.

#### Section 4. Family Leave

- 4.1 A teacher will be granted one half (1/2) day of paid leave for each month of service up to an accumulated maximum of ten (10) days to be used in the event of death, illness, or injury requiring bedside care of any member of the teacher's immediate family.
- a) A maximum of ten (10) consecutive days could be allowed at one time at the discretion of the Superintendent of Schools.

- b) In cases of extenuating circumstances, a teacher may request the use of accumulated sick leave for family illness. Up to ten (10) days may be granted at the discretion of the Superintendent of Schools and the Board of Education. The decision shall not be subject to grievance procedures.
- c) Definitions of "family"
  - 1. Illness or injury shall mean a) spouse, b) children, c) parents, d) relatives residing in the same household.
  - 2. Death in family shall mean spouse, children, parents, stepparents, brother, sister, father/mother-in-law, stepchildren, grandparents, aunts and uncles.
  - 3. Three (3) of the five (5) days per school year may be used for any family member not included in the above definitions.

#### Section 5. Sabbatical Leave

- 5.1 Sabbatical leave may be granted to a member of the professional staff by the Board of Education upon recommendation of the Superintendent of Schools.

##### Reasons for Sabbatical Leave

Improve the educational program of the school system. Stimulate professional growth of personnel.

##### a) Eligibility Requirements

- 1. Eligibility for a sabbatical leave will be the completion of seven (7) years service in the McGraw Central School District.
- 2. No leave during the school year shall be less than one semester nor more than one year in duration.
- 3. Application will be made on a form to be prescribed by the Board of Education. The application must be submitted to the superintendent by January 15 of the preceding school year of the requested sabbatical.
- 4. Quota - a maximum of three percent of the professional staff may be on sabbatical at one time.
- 5. A candidate must have permanent certification in his instruction field.

6. A candidate must submit an outline of a sabbatical plan at the time of application.
7. The leave must pertain to the teacher's area of tenure.

b) Obligations

1. Teachers granted a sabbatical leave are obliged to return to the McGraw Central School System for three (3) years service.
2. If the teacher does not return, he will within two (2) years repay the School District the amount of money received during the sabbatical.
3. If the employee does not remain in the McGraw Central School System for three (3) years, he must within two (2) years repay to the school the amount of money having the same ratio to the amount granted as the unexpired period of service ratio to three (3) years.
4. If the teacher does not complete the full duration of the summer sabbatical leave, he must repay the School District, within one (1) year, all monies received for the leave.
5. The teacher must return for three (3) years following the completion of the summer sabbatical leave or repay the funds granted.
6. This does not apply when the teacher becomes incapacitated or when the condition is waived by the Board.

c) Guarantees

1. Upon re-employment the teacher shall be assigned to a position within his/her:
  - a) tenure area, and
  - b) certification area, whichever is applicable and which in the sole opinion of the Superintendent of Schools is in the best interests of the McGraw Central School District.
  - c) and shall receive:
    1. regular salary increment for the leave.
    2. recognition for course credit earned.

2. A staff member while on leave is guaranteed:

- a) continued coverage by any group health or insurance program.
- b) continued accumulation of sick leave, but no sick leave coverage.
- c) Reports

A teacher on sabbatical will submit to the Board of Education, upon completion of the leave, a report evaluating the benefits of the leave.

d) Compensation

- 1. Compensation during the school year sabbatical will be 50% of the regular salary of the teacher for a full year or 100% salary reimbursement for a half year sabbatical leave.
- 2. Supplementary pay will not be included as part of the regular teacher salary.
- 3. Regular increments will be granted after the sabbatical leave.

e) Summer Sabbatical

The duration of a summer sabbatical will be three (3) consecutive summers. Compensation will be at the rate of 1/10th of the basic teaching salary per month or fraction thereof. Eligibility requirements and obligations are as previously defined.

## Section 6. Religious Beliefs

6.1 When a teacher's religious beliefs require his absence from a regularly scheduled school day, or if the occasion requires more than one day of absence, the first day will be deducted from the teacher's accumulated family leave days and the second day will be deducted from his personal leave days. No paid leave will be provided after two (2) days.

Section 7. Association Leave

- 7.1 One (1) teacher designated by the Association may, upon request, be granted a leave of absence of up to two (2) years without pay for the purpose of engaging in Association activities. Upon return from his leave, such teacher will be placed on the next higher step of the salary schedule from the one he left, and will retain all accumulated benefits, which had accrued to him prior to such leave.

Section 8. Military Leave

- 8.1 Military leave policy as provided by law, Section 243 of Military Law.

Section 9. Maternity Leave

- 9.1 Maternity leave will be in accordance with applicable State Law.

Section 10. Child Rearing Leave

- 10.1 In the case of a birth or adoption of a child, upon written request a teacher may be granted a leave of absence (without pay) of up to one (1) year for child rearing purposes under the following conditions:
- a) Requests shall be submitted at any time between the commencement of pregnancy and one (1) month prior to the anticipated birth of the child and as soon as possible in cases of adoption.
  - b) Following such leave the teacher may return only at the beginning of the school year or the semester break, or at other such times as mutually agreed upon.

Section 11. Leave Without Pay

- 11.1 In cases of extenuating circumstances, a teacher may request a leave without pay for up to five (5) days, provided that the following conditions are met:
- a) A written request specifying date(s) and reasons for the requested leave must be submitted to the Superintendent of Schools for his/her review at least ten (10) days prior to commencement of leave.
  - b) The Superintendent's determination shall be final and not subject to grievance as per Article XV of this Agreement.

Section 12. Quarantine

- 12.1 Teachers will be granted days of absence with pay when such absence from duty is due to quarantine. Absence due to quarantine will not be charged against any teacher's accumulated personal sick leave.

Section 13. Return from Leaves of Absence

- 13.1 Teachers on a leave of absence shall give to the Superintendent of Schools written intention of returning to full-time employment at the expiration of their leave. This notification shall be given by April 1, or the individual will render his resignation by the April 1 date. If expiration of leave is during the school year, notification of intent to return shall be given no later than two (2) months prior to leave expiration date.

Section 14. Definition of Work Day

- 14.1 Each individual teacher's workday is defined by their (FTE) full time equivalent for application under this article.

**ARTICLE X  
INSURANCE**

Section 1. Health Insurance

- 1.1 Every professional employee of the District will have the opportunity to purchase the School District's Group Health Insurance Program.
- a) Individual Plan - The School District will contribute eighty-nine (89%) percent of the individual coverage with pro-ration as per Article VI, (2.4) for part-time employees.
  - b) Family Plan - The School District will contribute seventy-nine (79%) percent of the cost for the dependents for the family coverage for full time employees with pro-ration as per Article VI, (2.4) for part-time employees.
- 1.2 The District's health insurance plan will be amended to include a one (\$1) dollar co-pay prescription drug rider for generic brand drugs and a ten (\$10) dollar co-pay prescription drug rider for name brand drugs, and the express script program at zero (\$0) cost.

**Section 2. Dental Insurance**

- 2.1 The District shall provide the opportunity for teachers to participate in any of the Dental Plans offered by the District at no additional cost to the district.
- 2.2 The District dental plan, family coverage, shall include extended coverage to dependent children attending college, up to twenty-five (25) years of age.
- 2.3 Any employee who may be eligible for equal or better dental coverage under any other plan shall be ineligible for and excluded from participating entirely in the District dental plan.
- 2.4 Returning faculty are required to enroll by August 15 of each year to receive the district subsidized dental plan. Newly hired faculty who do not enroll by the established date may enroll in subsequent years.
- 2.5 If a change in coverage is desired, it cannot be done until the next enrollment period.
- 2.6 The District's annual contribution towards the cost of the new and improved dental plan shall be limited to its current cost as of 12/31/01, for the plan outlined in paragraphs 2.1 through 2.6 plus an additional \$75 per enrolled unit member in the current dental plan as of 12/31/01.

**Section 3.**

The District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the current plan as of August 1, 1988.

**Section 4.**

The District shall have the right to provide a schedule of benefits, which is equal to or better than the benefits contained in the current health plan through a program of self-funding.



## ARTICLE XI ASSOCIATION RIGHTS

### Section 1. Communications

- 1.1 There will be one Association bulletin board in each faculty room in each building. Areas will be designated on each existing bulletin board for the Association.
- 1.2 The Association will be allowed use of the existing mailboxes as long as it does not hinder normal District operation. The Association will be allowed to use the existing inter-school mail facilities as long as it requires no additional expense to the District.
- 1.3 The Association will be allowed the use of the school buildings in accordance with the established building use policy.

### Section 2. Meetings

- 2.1 Association Meeting Dates - the first Tuesday of each month will be made available for Association meetings. If this day falls on a vacation, the next Tuesday that school is in session will be made available. Association meetings held on such days may be scheduled for 3:20 p.m. provided that said meeting does not conflict with other scheduled District meeting (P.T.C./Faculty Meeting) and that the individual's responsibilities are completed.

### Section 3. Information

- 3.1 The District will provide reasonable access for the Association to any information, which is open to the public under New York State Law needed in collective bargaining.

### Section 4. Dues Deduction

- 4.1 Upon written authorization from the employee, regular deductions will be made from the employee's salary to cover annual dues to the Association. The funds collected will be turned over to the Association Treasurer.

### Section 5. Association President

- 5.1 The President of the Association will be relieved of any teaching duties except those of his assigned class load and supervisory duties. If there is any choice in scheduling, the Association President will be given the lesser load. The Association President, if he/she is an elementary teacher, shall be entitled to thirty (30) minutes per week for Association business. The thirty (30) minutes of release time shall be at the principal's discretion. Additional time may be granted at the sole discretion of the Superintendent.

Section 6. Copies of Contract

- 6.1 All professional personnel will receive a copy of this contract. The Association will be given 20 extra copies.

Section 7. Board Meetings

- 7.1 Three (3) copies of the approved minutes of each regular Board of Education meeting will be delivered to the Association President as soon as possible after the Board meeting. A copy of the agenda for each Board meeting will be given to the Association President prior to the Board meeting.

Section 8. NEA-New York Meetings

- 8.1 The Association will be allowed up to three (3) days for the Association President and/or his designee to attend the NEA-New York representative assembly or related meetings. Any expense, other than the cost of the substitute, will be borne by the Association. An additional two (2) days may be used if needed, for which the Association will pay the substitutes.

**ARTICLE XII  
WAGES**

Section 1.

- 1.1 For the 2004-2005 school year, returning employees shall receive a salary increase of 4% + longevities, with part-time employees prorated based upon their FTE.
- 1.2 For the 2005-2006 school year, returning employees shall receive a salary increase of 4% + longevities, with part-time employees prorated based upon their FTE.
- 1.3 For the 2006-2007 school year, returning employees shall receive a salary increase of 4% + longevities, with part-time employees prorated based upon their FTE.

## Section 2.

For purposes of the salary calculations in Section (1) above:

- (a) Apply \$1000 for all new hires and a newly earned Masters' Degree for which compensation has not been previously received. Payment for a new Masters' Degree shall be calculated only on September 1 or on February 1 following the date that the Masters' Degree is earned. If calculated after February 1, payment will be prorated at \$500.

Note: Current faculty members on Steps 1-5 for the 2004-05 school year will also receive the \$1,000 Masters stipend.

- (b) Effective July 1, 1994, apply \$28 per credit hour for new graduate credit hours earned and not compensated for during the 1993-94 school year. Payment for new graduate credit hours shall be calculated only on September 1, 1994 and on each succeeding September 1, following the date that the new graduate credit hours are earned.
- (c) Payment for new graduate credit hours earned after September 1, 2001 shall be calculated at \$40 per credit hour and paid only on September 1, 2002 and on each succeeding September 1, following the dates new graduate hours are earned.

## Section 3.

Additional stipends, which are not included in salary calculations as specified in Sections (1) and (2) above, are as follows:

- (a) Guidance Counselor Stipend                      \$1,500
- (b) New In-Service Credits (paid in blocks of seven [7])
  - \$26 per credit for 1993-94
  - \$28 per credit thereafter

## Section 4.     Prior Experience Credit

4.1 All newly appointed or rehired teachers will be placed on the appropriate step of the following schedule as determined by their teaching experience at the rate of:

- a) One step for each year of successful teaching experience to a maximum of ten (10) years.
- b) Long term substitutes are excluded from the provision of this section.

- 4.2 All newly appointed or rehired pupil personnel service members will be placed on the appropriate step of the following schedule as determined by their teaching and/or related experience at the rate of one (1) step for each successful year of teaching and/or related experience.

Section 5 New Hiring Rate

- 5.1 The starting salary for a new teacher for 2004-2007 shall be as follows:

<u>Hiring Steps - Hiring Schedule Only</u>			
<u>Steps</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$32,847	\$34,079	\$35,357
2	33,183	34,428	35,719
3	33,554	34,812	36,118
4	34,151	35,432	36,761
5	34,946	36,257	37,616
6	35,310	36,634	38,008
7	35,594	36,928	38,313
8	36,236	37,595	39,004
9	36,725	38,103	39,531
10	37,553	38,962	40,423

- 5.2 New Hires with 11 or more years of experience

All newly appointed or rehired pupil personnel service members with 11 or more years of teaching experience will be placed on the appropriate step as compared to existing faculty members with equivalent experience. Total salary (Base salary, Masters and Credit hour payments) will be established as being comparable to existing faculty members with the same experience, minus any longevity payments included in that existing faculty member's salary.

Section 6. Rehiring of Previously Employed Teachers

- 6.1 In the event that a teacher is rehired, all of the previously accumulated and unused leave days may be restored to the returning teacher at the discretion of the Board.

Section 7. Longevity

- 7.1 Longevity payments shall be made to full time unit members as follows:

After 10 years of teaching service - \$750  
 After 15 years of teaching service - \$750  
 After 20 years of teaching service - \$750  
 After 25 years of teaching service - \$1,250

- 7.2 Longevities for part time unit members shall be pro-rated accordingly.

**ARTICLE XIII  
MISCELLANEOUS PROVISIONS**

**Section 1. Teacher Vehicle Use**

- 1.1 Teachers who use their own vehicles in performance of their duties will be compensated at the approved rate as established by the State of New York. Teachers must receive prior authority from the Superintendent to use their own vehicle to receive reimbursement.

**Section 2. Liaison Committee**

- 2.1 A liaison committee, composed of representatives of the faculty, administration, and the Board of Education will be established to consider school matters of mutual concern:
- (a) the committee will meet on an as needed basis;
  - (b) all requests to convene the committee will be made with the superintendent; this request is to include the topic to be discussed;
  - (c) the committee is not a decision making body but a vehicle for communication and discussion;
  - (d) the committee is not to duplicate or otherwise infringe upon other previously established committees;
  - (e) once a group (administration, board, or faculty) makes this request, the Superintendent, BOE President and MFA President will meet to discuss:
    - o appropriateness of topic
    - o whether the committee should convene; if it is determined that the committee will meet, these individuals will decide:
      - composition of the committee
      - meeting date and time.

**Section 3. School Improvement and Professional Development Committee**

- 3.1 A District-wide committee shall be established to act as an advisory body on matters of educational importance. One (1) of the tasks of this committee will be to assist the development of recommendations to the Board of Education on matters of school improvement, professional development, etc.

The committee shall be composed of:

Four (4) teachers, two (2) from each building (selected by the Association.)

One (1) building administrator and the Superintendent of Schools.

The committee shall not deal with matters of grievance or negotiations.

#### Section 4. Academic Freedom

- 4.1 It is the duty of the parties to educate the youth in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual rights, personality, and property. It is recognized that these democratic values can best be transmitted by free inquiry and learning in an atmosphere which is free from censorship and artificial restraints and in which academic freedom for the teacher and the student are encouraged.
- 4.2 Academic freedom shall be guaranteed to teachers, with no special limitations. The responsible exercise of academic freedom in the classroom requires a balanced presentation of various and/or opposing views on a given issue, and that the issue is appropriate to the subject matter of the course.
- 4.3 Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit appropriate examples of the basic objectives of a democratic society.

### **ARTICLE XIV RETIREMENT PLAN**

#### Section 1. Eligibility

- 1.1 In order to be eligible for this retirement incentive a teacher must have completed at least fifteen (15) years of teaching service in and for the McGraw Central School District and must also have at least twenty (20) years of teaching service credited in the New York State Teacher Retirement System.

#### Section 2.

- 2.1 A teacher is eligible for this retirement incentive when (s)he first becomes eligible to retire under the New York State Teachers Retirement System with undiminished benefits, except as otherwise agreed upon by the district and the McGraw Faculty Association and set forth herein. A teacher first becomes eligible at this time and remains eligible, from the point forward, to receive this incentive when s/he chooses to retire.

#### Section 3.

- 3.1 The teacher must submit an irrevocable letter of resignation not later than April 1, for each year of this agreement, for retirement effective June 30.
- 3.2 A retirement incentive shall be according to the schedule herein specified.

Retirement incentive grant will be four thousand dollars (\$4,000). In addition to the retirement incentive grant, the eligible teacher shall also be entitled to receive payments for accumulated sick leave days and district service according to the following schedule.

	Payment per day	Maximum Payment
Accumulated and unused sick days		
a) not to exceed 200 days	\$10	\$2,000
Years of service		
b) per full year of credited District service not to exceed 25 years	\$160/ year	\$4,000

Maximum Total (possible) - \$10,000

Section 4.

- 4.1 The benefit will be paid prior to December 31, of each year of this agreement.
- 4.2 This provision shall expire on June 30, 2007, notwithstanding section 209-a 1(e) of the Taylor Law.

**ARTICLE XV  
GRIEVANCE PROCEDURE**

Section 1. Objectives

- 1.1 The desired objectives of the parties to this Agreement are to encourage the prompt and informal resolution of employee complaints which are directly related to the provisions of said Agreement and to provide orderly steps for the satisfactory resolution of such alleged grievances that cannot be resolved informally. Both parties agree that the individual Association members and the Association must be able to present grievances free from coercion, interference, discrimination, restraint or reprisal.

Section 2. Definitions

- 2.1 Grievance: shall mean a claimed violation of the contract.
- 2.2 Supervisor: The term supervisor shall mean the immediate administrative officer in charge of the building area where the alleged grievance arises.
- 2.3 Chief School Officer: The Chief School Officer is the Superintendent of the School District.
- 2.4 Aggrieved Party: Individual or group who files an alleged violation of a grievance written in this Agreement.

- 2.5 Association Grievance Committee: Is the committee created and constituted by the McGraw Faculty Association.
- 2.6 Board: means the Board of Education.
- 2.7 School Day: School days shall be defined as the days when the Business Office is open.

### Section 3. Procedure for Filing a Grievance

- 3.1 All written grievances shall include the name and position of the grievant, the nature of the grievance, the section(s) of the contract violated, and the redress sought by the aggrieved party.
- 3.2 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Chief School Officer and the Association within sixty (60) school days following ratification of this Agreement by both parties. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.3 At all stages, the aggrieved party shall have the right to be represented by the person of his choice. If the Association is not the designated representative, then the Association shall have the right to be present at all stages of the grievance procedure.
- 3.4 Copies of official documents from each previous stage shall be made available throughout the grievance procedure.

### Section 4. Time Limits

- 4.1 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the informal grievance is forwarded at the first available stage within ten (10) school days after the act or condition occurred on which the grievance is based or the employee knew or should have known of the act or condition on which the grievance is based or existed if the violation involves a discrepancy in the individual's salary.
- 4.2 If a decision at one stage is not appealed to the next stage 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.
- 4.3 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved employee within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure upon written notice to the appropriate District representative.
- 4.4 The time limits contained herein are of the essence and they may be waived only by the written mutual agreement of the parties.



## Section 5. Stages

### 5.1 Stage I

The aggrieved party will first discuss an alleged grievance with his supervisor and attempt to resolve the problem informally.

In the event that resolution is not attained informally, the aggrieved party within five (5) school days after the conclusion of the informal discussion shall submit the alleged grievance in writing to his/her supervisor.

Within five (5) school days after receipt of the grievance the supervisor shall render a decision in writing to the aggrieved party.

### 5.2 Stage II

In the event that the aggrieved party is not satisfied with the Stage I decision (s) he may within five (5) school days present the grievance to the Association Grievance Committee for its consideration in writing.

5.2.1 If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file written appeal of the decision at Stage I with the Chief School Officer within five (5) school days after receiving said grievance from the aggrieved party.

5.2.2 Within five (5) school days after receipt of this appeal, the Chief School Officer shall hold a hearing with the aggrieved party in regard to the alleged grievance.

5.2.3 Within five (5) school days after the conclusion of this hearing, the Chief School Officer shall render a decision in writing to the aggrieved party, with a copy to the Grievance Committee Chairperson.

### 5.3 Stage III

5.3.1 In the event the aggrieved party is not satisfied with the decision rendered at Stage II, the aggrieved party may within seven (7) school days file an appeal with the Board of Education.

5.3.2 Within ten (10) school days after receipt of the appeal the Board of Education shall hold a hearing with the aggrieved party in regard to the alleged grievance.

5.3.3 Within ten (10) school days after the conclusion of this hearing, the Board of Education shall render a decision in writing to the aggrieved party with a copy to the Grievance Committee Chairperson.

#### 5.4 Stage IV

- 5.4.1 In the event the aggrieved party is not satisfied with the decision rendered at Stage III, (s) he may submit the alleged grievance to the Association and if the Association determines it to be meritorious, it may submit the alleged grievance to arbitration by notifying the Chief School Officer in writing within ten (10) school days after receipt of the decision at Stage III.
- 5.4.2 Both the aggrieved party and the District will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 5.4.3 The arbitrator will hear the matter promptly and will issue his decision, if possible, not later than thirty (30) 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. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions of the issues.
- 5.4.4 The arbitrator shall have no power or authority to make any decision which requires the commission or an act prohibited by law or which violates any terms of this Agreement.
- 5.4.5 The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of the Agreement or any amendment or supplement thereto, or to add new provisions of this Agreement or any amendment or supplement thereto.
- 5.4.6 The cost of the arbitrator will be shared equally by the parties.
- 5.4.7 The cost of the grievant, witness or attorney time, expense or other incidents shall be borne by the party so requesting or presenting a request for or on the behalf of said person.
- 5.4.8 The decision of the arbitrator shall be final and binding.

### **ARTICLE XVI CONFORMITY TO LAW**

#### Section I.

This Agreement shall be subject to all Federal, State, and Local laws and in the event any of the terms of this Agreement shall not conform to said laws, only those items, which do not conform, will be void. The remainder of the Agreement shall continue to be binding on both parties.

**ARTICLE XVII**  
**LONG TERM SUBSTITUTES**

**Section 1.**

Long term substitutes as defined by Article I are excluded from the provisions of Article VIII Teacher Protections, Article IX, Leaves of Absence, Sections 3, 5 and 9, and Article XII, Section 1, 2, 3.

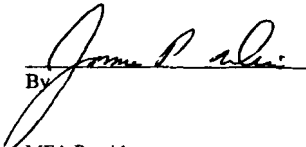
**ARTICLE XVIII  
DURATION OF THE AGREEMENT**


Section 1.

This Agreement shall be effective from July 1, 2004 through June 30, 2007 except as expressly modified herein.

McGraw Faculty Association

McGraw Central School District

By   
MFA President

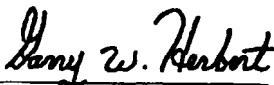
By   
Superintendent of Schools

Dated this 24 day of Sept 2004

**ARTICLE XIX**

On 1/7/04, the Board of Education of the McGraw Central School District approved the necessary resolution to allow implementation of this contract.

Dated: 9/24/04

  
Board President

**APPENDIX A  
ANNUAL PROFESSIONAL PERFORMANCE REVIEW**

**O. Annual Professional Performance Review**

The governing body of each school district and Board of Cooperative Educational Services shall ensure that the performance of all professional personnel, except evening schoolteachers of non-academic, avocational subjects, will be reviewed annually.

- 1) Each superintendent, in consultation with teachers, administrators and other school service professionals, selected by the superintendent with the advice of their respective peers, shall develop formal procedures for the review of the performance of all such personnel in the District. Such procedures shall be approved by the governing body of the District, filed in the District office, and available for review by any individual no later than August 1 of each year. Formal procedures for the review of the performance of all such personnel shall include:
  - i) Criteria by which all such personnel shall be reviewed, and a description of the review procedures;
  - ii) A description of review activities, including:
    - a) The minimum number of observations;
    - b) The frequency of observation; and
    - c) Provisions for a follow-up meeting for the reviewer to commend strengths of performance and discuss the need for improvement, if necessary, with the staff person being reviewed;
  - iii) Methods used to record review results; and
  - iv) Procedures used to:
    - a) Ensure that all such personnel are acquainted with the performance review procedures; and
    - b) Ensure that each individual who is reviewed in accordance with the provisions of this subdivision has the opportunity to provide written comment on his/her performance review.

**MC GRAW CENTRAL SCHOOL  
Extra-Curricular Compensation Schedule**

<b>BASE</b>		<b>2003-2004</b>	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
		<b>\$31,660</b>	<b>\$32,847</b>	<b>\$34,079</b>	<b>\$35,357</b>
<b>POSITION</b>	<b>% OF BASE</b>				
Athletic Director (Faculty)	10.5%	3,324	3,449	3,578	3,712
<b>Baseball</b>					
Varsity Boys	8.0%	2,533	2,628	2,726	2,829
Modified	6.0%	1,900	1,971	2,045	2,121
<b>Basketball</b>					
Boys Varsity	10.0%	3,166	3,285	3,408	3,536
Junior Varsity	7.0%	2,216	2,299	2,386	2,475
Junior High (if one team)	4.0%	1,266	1,314	1,363	1,414
Junior High (if two teams)	6.0%	1,900	1,971	2,045	2,121
Girls Varsity	10.0%	3,166	3,285	3,408	3,536
Junior High (if one team)	4.0%	1,266	1,314	1,363	1,414
Junior High (if two teams)	6.0%	1,900	1,971	2,045	2,121
Cheerleading-Varsity	5.5%	1,741	1,807	1,874	1,945
Cheerleading -- JV	5.5%	1,741	1,807	1,874	1,945
Elementary Intramurals	3.5%	1,108	1,150	1,193	1,237
Golf - Varsity	8.0%	2,533	2,628	2,726	2,829
<b>Soccer</b>					
Boys Varsity	8.0%	2,533	2,628	2,726	2,829
Junior Varsity	7.0%	2,216	2,299	2,386	2,475
Junior High (if one team)	4.0%	1,266	1,314	1,363	1,414
Junior High (if two teams)	6.0%	1,900	1,971	2,045	2,121
Girls Varsity	8.0%	2,533	2,628	2,726	2,829
Junior Varsity	7.0%	2,216	2,299	2,386	2,475
Junior High (one team)	4.0%	1,266	1,314	1,363	1,414
Junior High (two teams)	6.0%	1,900	1,971	2,045	2,121
<b>Softball</b>					
Varsity	8.0%	2,533	2,628	2,726	2,829
Modified	6.0%	1,900	1,971	2,045	2,121
<b>Volleyball</b>					
Girls Varsity	10.0%	3,166	3,285	3,408	3,536
Junior Varsity	7.0%	2,216	2,299	2,386	2,475
Junior High (if one team)	4.0%	1,266	1,314	1,363	1,414
Junior High (if two team)	6.0%	1,900	1,971	2,045	2,121
<b>Safety Patrol</b>					
Freshman Advisor	1.5%	475	493	511	530
Sophomore Advisor	2.5%	792	821	853	884
Junior Advisor	5.0%	1,583	1,642	1,704	1,768
Senior Advisor	5.0%	1,583	1,642	1,704	1,768
Junior High Advisor	1.5%	475	493	511	530
Honor Society Advisor	1.5%	475	493	511	530
Junior Honor Society Advisor	1.5%	475	493	511	530

POSITION	% OF BASE	2003-2004	2004-2005	2005-2006	2006-2007
Newspaper	2.5%	792	821	852	884
Student Council	3.5%	1,108	1,150	1,193	1,237
Yearbook Advisor	11.0%	3,483	3,613	3,749	3,889
Department Chairpersons					
English	4.0%	1,266	1,314	1,363	1,414
Math	4.0%	1,266	1,314	1,363	1,414
Social Studies	4.0%	1,266	1,314	1,363	1,414
Science	4.0%	1,266	1,314	1,363	1,414
Vocal Ensemble	4.0%	1,266	1,314	1,363	1,414
Instrumental Ensemble	4.0%	1,266	1,314	1,363	1,414
Marching Band Director	8.0%	2,533	2,628	2,726	2,829
Marching Band Assistant	3.0%	950	985	1,022	1,061
Winter Color Guard Instructor	6.0%	1,900	1,971	2,045	2,121
Drama Club Advisor	4.0%	1,266	1,314	1,363	1,414
Musical Advisor	4.0%	1,266	1,314	1,363	1,414
Set Construction	1.5%	475	493	511	530
Future Business Leaders	1.5%	475	493	511	530
Musical Costumes	1.5%	475	493	511	530
Musical Choreographers	1.5%	475	493	511	530
Foreign Language					
French	1.5%		493	511	530
Spanish	1.5%		493	511	530
Chaperones - Home		26	26	26	26
Away		30	30	30	30

\*When two Junior High teams are established the District at its discretion may appoint two (2) coaches. If so, each coach shall receive three percent (3%) of the base salary for that year where applicable.