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TA/6101

A G R E E M E N T

between the

SACKETS HARBOR CENTRAL SCHOOL

SUPERINTENDENT

and the

SACKETS HARBOR CENTRAL SCHOOL TEACHERS' ASSOCIATION

July 1, 2009 - June 30, 2011

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TABLE OF CONTENTS

		Page
PREAMBLE		2
ARTICLE I	RECOGNITION	3
ARTICLE II	NEGOTIATION PROCEDURES	3
ARTICLE III	CONTRACT GRIEVANCE PROCEDURE	4
ARTICLE IV	PERSONNEL FILES	9
ARTICLE V	EVALUATION	10
ARTICLE VI	REDUCTIONS IN STAFF	11
ARTICLE VII	PROFESSIONAL RESPONSIBILITIES	12
ARTICLE VIII	DISTRICT ADVISORY COMMITTEE	12
ARTICLE IX	FRINGE BENEFITS	12
	Health Insurance	12
	Dental	13
	Section 125	13
	Paid Leaves	13
	Death in Family	13
	Personal and Family Illness Leave	14
	Maternity Leave	14
	Jury Duty	14
	Sabbatical Leaves	14
	Conferences	15
	In-Service Credit	16
	Sick Leave Bank	16
	Association Business Leave	18
ARTICLE X	UNUSED SICK LEAVE PAYMENT UPON RETIREMENT	18
ARTICLE XI	CHAPERONES	18
ARTICLE XII	SALARY ITEMS	19
	Graduate Study	19
	Credit Union	20
	Pay Dates	20
	Retirement Incentive	20
	Salary Schedules	20
	Additional School Nurse Salary Items	21
ARTICLE XIII	STAFFING OF EXTRA-CURRICULAR PERSONNEL	21
ARTICLE XIV	MISCELLANEOUS PROVISIONS	22
ARTICLE XV	AGREEMENT - DURATION	24
	Appendix A1 — 2009-2010 Salary Schedule	
	Appendix A2 — 2010-2011 Salary Schedule	
	Appendix B — Extracurricular Compensation	

PREAMBLE

The Chief School Officer and the Sackets Harbor Central School Teachers' Association recognize that the highest quality of education consistent with community, state and national resources is a common responsibility. We recognize that in a democratic society we are responsible for the education of all our children.

The CSO herewith acknowledges and declares his/her cooperative intention with regard to the teachers' just aspirations for self-fulfillment and advancement in their profession, as well as their right to productive and pleasant working conditions and remuneration commensurate with the importance of the educational task they perform.

The members of the Sackets Harbor Central School Teachers' Association herewith acknowledge and declare their cooperative intention that the teaching profession will be their primary commitment. The teacher, ever cognizant of advances in education theory, practices, and content, will assume responsibility for evaluation of these advances and will incorporate those which seem suitable and worthwhile in his/her teaching.

All parties concerned recognize that teaching is a profession. We also agree that the best interest of public education will be served by free and open exchange of views with all parties participating in deliberation.

ARTICLE I
RECOGNITION

The Board of Education of the Sackets Harbor Central School District, having determined that the majority of the members of the instructional negotiating unit of said school district desires to have the Sackets Harbor Central School Teachers' Association represent them, does hereby recognize the Sackets Harbor Central School Teachers' Association as the exclusive negotiating agent for members of the instructional staff and the school nurse. Such recognition shall extend until challenged through provisions adopted under Article 14 of the Civil Service Law.

ARTICLE II
NEGOTIATION PROCEDURES

Section 1.0 - Negotiating Teams

The designated representative(s) of the CSO will meet with designated representative(s) of the Association for the purpose of discussion and reaching mutually satisfactory agreements. Negotiations shall be conducted in private.

Section 2.0 - Opening Negotiations

The CSO and/or his/her representative shall meet with representatives of the Sackets Harbor Teachers' Association at times and places mutually acceptable for the purpose of exchanging proposals and counterproposals for the purpose of effecting a free exchange of facts and opinions in an effort to reach a mutual understanding and agreement. Such meeting shall not be made prior to January 1, nor after February 15 of the year of expiration of the current agreement, unless by mutual agreement of both parties. At the first session ground rules shall be decided and a date determined for the exchange of all proposals to be presented by each party.

Section 3.0 - Negotiation Procedures

Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting as described in paragraph 2.0 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s). Meetings shall not exceed (3) hours and shall be held at a time other than the regular school day.

Section 5.0 - Exchange of Information

Both parties shall furnish upon reasonable request, all available information pertinent to the issue(s) under consideration.

Section 6.0 - Consultants

The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

Section 7.0 - Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

Section 8.0 - Reaching Agreement

When consensus is reached covering all the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the CSO will take such actions upon the recommendation(s) submitted as are necessary to make them official.

ARTICLE III
CONTRACT GRIEVANCE PROCEDURE

Section 1 - Grievance Procedure

A. Declaration of Purpose - Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the bargaining unit is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible level, equitable solutions to the alleged grievances through procedures under which teachers represented by the Sackets Harbor Central School Teachers' Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the board and its employees are afforded adequate opportunity to settle their differences.

B. Definitions

1. A GRIEVANCE is an alleged violation of this Agreement, or any dispute with respect to its meaning or application. Unsatisfactory employee performance observed in the classroom as a result of an evaluation by an administrator cannot be a subject for arbitration. However, questions as to whether or not the contractual evaluation procedures have been followed are subject to arbitration.

2. AGGRIEVED PARTY shall mean any party to the contract and any person(s) in the negotiating unit filing a grievance.

3. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

4. DAYS shall mean days when school is in session; Saturdays, Sundays, holidays and scheduled school vacations shall be excluded in computing the number of days within which action must be taken or notice given. Excepting, however, any event giving rise to a grievance on or after June 1 and prior to September 1 will be processed without excluding summer vacation from the number of days within which action must be taken or notice given.

C. Procedures

1. Except at Stage 1A all grievances shall be in writing and include:

   a. the name of the aggrieved party

   b. the nature of the grievance including a specific statement of:

      1. the contract clause allegedly violated

      2. the date, time and place the event giving rise to the grievance took place

      3. the identity of any person(s) causing the event being grieved

      4. the names of any witnesses to the event known to the grievant

      5. copies of any material, relevant documents and records in possession of the grievant concerning the alleged grievance.

   c. nature of redress sought. Except at Stage 1A all decisions shall be in writing and shall set forth findings of fact and conclusions of the applicable law, policy, or contractual provision.

2. At Stages 1, 2 and 3, the grievant is entitled to representation of his/her own choosing. Except as otherwise provided in Stage 1, the aggrieved party shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings which may be made at each and every stage of this grievance procedure upon payment of a reasonable pro rata change therefore, if requested.

3. If a grievance affects a group of bargaining unit members or appears to the association to be associated with system-wide policies it may be submitted by the association directly at Stage 2.

4. The preparation or processing of a grievance will be conducted outside of school hours.

5. The board and the association agree to make available any and all material and relevant documents and records concerning the alleged grievance, and legal process shall be available to enforce disclosure and discovery after due notice.

6. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the board, the administration, or the association or its members against the aggrieved party, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

7. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. In the event that any grievance is adjusted at Stage 1A such adjustment will be binding and shall in all respects be final. Said adjustment shall not create a precedent or ruling binding upon either of the parties of this agreement in future proceedings.

9. The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes and/or notes of testimony as the case may be, written arguments and briefs considered at all levels other than at the informal Stage 1A and all written decisions with findings of fact and conclusions of law at all stages. Official minutes will be kept by the hearing officer or his/her designee for all proceedings at Stage 2, 3 and 4. A copy of such minutes will be made available to all parties within five (5) days after the conclusion of hearings or the receipt of any verbatim transcript, whichever is later. At Stages 2, 3 and 4 the parties will advise the hearing officer of any error in the minutes within five (5) days receipt. Any claim of error in the minutes shall become part of the Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and copying by all parties. Any party wishing a verbatim transcript of Stages 2, 3 and 4 shall arrange for the services of a certified stenographic reporter. Any other party may have a copy of the transcript upon tender of the reasonable pro rata share of the cost of the transcript.

10. The existence of the procedure hereby established shall not be deemed to require any bargaining unit member to pursue the remedies here provided and shall not impair or limit the right of any bargaining unit member to pursue any other remedies available in any other form. Excepting, however, that if this grievance procedure is followed to or beyond Stage 4, the grievant and his representative waive any other redress, appeal, or adjudication provided in equity or law for exactly the same grievance.

D. Time Limits

Since it is important to good relations that grievances be processed as rapidly as possible, every reasonable effort will be made by all parties to expedite the process. No written grievance will be entertained as described below and such grievance will be deemed waived unless a written grievance is forwarded within thirty (30) days after the bargaining unit member knew or should have known of the act or condition on which the grievance is based.

The time limits specified for either party may be extended only by mutual written agreement. A defense of untimely filing shall not be considered waived by any attempts to adjust the situation giving rise to the grievance or to forestall similar incidents.

E. Stages of Grievance

Stage 1 - Informal

1. A bargaining unit member having a grievance shall discuss it with his building principal, or in the absence of a building principal, the principal's supervisor, in an effort to resolve the matter informally. The principal may confer with parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present.

2. If the grievance is not resolved informally the grievant shall reduce his/her grievance to writing and present it to the principal and the association president within three days of the principal's decision. No more than two (2) days after the written grievance is presented to him the principal will, without any further consultation with the aggrieved party or any party in interest, render a decision in writing and transmit it to the bargaining unit member and the association president.

Stage 2

1. If the bargaining unit member initiating the grievance and/or the association is not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision may be filed by the bargaining unit member or the association with the CSO within ten (10) days after the bargaining unit member has received such written decision.

2. Within five (5) days after receipt of the appeal the CSO, or his/her duly authorized representative, shall schedule a hearing with the grievant, his/her representative, and all other parties in interest. This hearing must be held at a mutually acceptable time within seven (7) days of the CSO's receipt of the appeal.

3. The CSO shall render a decision in writing to the bargaining unit member and the association president within ten (10) days after the conclusion of the hearing.

Stage 3 - Board of Education

1. If the bargaining unit member and/or the association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within ten (10) days after receiving the decision at Stage 2.

2. Within fifteen (15) days after receipt of an appeal the Board of Education or a committee thereof shall hold a hearing with the grievant, his/her representative and all parties in interest on the grievance.

3. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and the association president.

4. Notwithstanding anything set forth above, the Board of Education, or the committees thereof, shall not be required to meet more often than ten (10) day intervals to process multiple simultaneous grievances.

Stage 4 - Arbitration

1. If after the appeal to the Board of Education, the bargaining unit member and/or association are not satisfied with the decision at Stage 3, and the association determines that the grievance is meritorious, it may submit the grievance to binding arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.

2. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the five (5) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by rules and procedures of the American Arbitration Association in the selection of the arbitrator.

3. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of 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 on the issues.

4. The arbitrator shall have no power or authority to make any recommendations which require the commission of an act prohibited by law or which is violative of the terms of this agreement.

5. The decision of the arbitrator shall be final and binding upon all parties.

6. The costs for the services of the arbitrator will be borne equally by the Board of Education and the association.

7. Notwithstanding any other limitations of time previously set forth, all grievances during the life of this contract shall be initiated within thirty (30) school days of the time of occurrence or of the time the existence of a grievance became, or should have become known.

ARTICLE IV
PERSONNEL FILES

Section 1.0

The official district Personnel File for each member of the bargaining unit may be maintained in the Central Office or another location known to the staff. Bargaining unit members shall have the right, upon written request, to review the contents of their files.

This must be at a time after the school day. The district shall respond to such written request within a reasonable time not to exceed three (3) days after receipt of the request.

The bargaining unit member shall be entitled to have a personally selected representative accompany him/her during such review with the CSO or his/her delegated representative also present. This review shall take place at a mutually acceptable time.

The district may limit to one bargaining unit member per day the number of written requests it honors.

Section 2.0

No material excluding reference and information obtained in the process of evaluating the bargaining unit member for initial employment, which is derogatory to a bargaining unit member's conduct, service, character, or personality shall be filed unless the bargaining unit member has had an opportunity to examine the material. The bargaining unit member must affix his/her signature on the actual copy to be kept with the understanding that such signature merely signifies that he/she has examined the materials. Such signature does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its discovery or its occurrence, whichever is later, exclusive of the summer vacation period, may not be added to the file. No material which is inaccurate, not based on facts, misleading or inappropriate may be placed in said file.

If the District is unable to give a bargaining unit member a formal opportunity to see and sign a document for his (her) file, then the District, after a reasonable time, may send the document to the bargaining unit member by registered or certified mail, return-receipt requested.

Section 3.0

The bargaining unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy. This answer shall be within (30) school days of the date on which the bargaining unit member's signature is requested by the District on the material to be filed.

Section 4.0

Upon receipt of a written request, the bargaining unit member shall be furnished a reproduction of any material, excluding reference or information obtained in the process of evaluating the bargaining unit member for initial employment. Upon request by the District, the bargaining unit member shall pay a reasonable cost of said reproductions.

Section 5.0

No material will be forwarded by the District to another District from the bargaining unit member's file.

Section 6.0

Only material in the official District Personnel File of the bargaining unit member may be used in any action by the District that could result in any consequences for the bargaining unit member (provided that this material is in the file prior to the recommendation for action).

The only exception to this shall be where the material is relevant and where there is a legitimate reason why such material was not included in the file previously.

ARTICLE V
EVALUATION

Section 1.0 - Standards

A. The Chief purpose of the evaluation of the bargaining unit member shall be:

1. to maintain a highly qualified, competent staff
2. to promote its continuing development
3. to provide a quality education for students
4. to ensure for the residents of the district that their resources are being used wisely

B. To further these purposes, the supervisory personnel responsible for the evaluation of bargaining unit member shall acknowledge the right of the member to:

1. know how well he/she is performing the duties and responsibilities of his/her position
2. know the areas in which improvement is needed
3. have a candid appraisal of his/her work
4. seek and receive supervisory assistance where needed, and
5. discuss in conference his/her written evaluation reports with the supervisor preparing the report

Section 2.0 - Procedures - For all members excluding the School Nurse and Guidance Counselor.

2.1 At the beginning of each year, each bargaining unit member shall receive a copy of the observation forms to be used during the year, if so required.

2.2 Probationary teachers shall be formally evaluated at least three (3) times each school year during their probationary period or as spelled out in the District's APPR document (BOE approved July 2009). Tenured teachers shall be evaluated per the District's APPR document (BOE approved July 2009). All formal evaluations will be completed by May 15.

2.3 To the end that evaluations should ideally assess typical performance, the following goals are desirable:

a. evaluations shall be spaced so as to allow time for improvement when the need for such is indicated.

b. Said evaluations should be scheduled, when reasonably possible, outside of those teaching days immediately preceding holidays or vacations to the end that the goal is to assess typical behaviors under essentially normal conditions.

c. All formal evaluations shall be followed within five (5) working days by a post-evaluation conference.

1. Bargaining unit members shall have the right, within five working days following any post evaluation conference, to file a written response to any issue raised on the formal evaluation. Such response shall be appended to the original file copy of the formal evaluation.

Section 3.0 - Procedures for School Nurse and Guidance Counselor

3.1 At the beginning of the year, the school nurse and guidance counselor shall receive a copy of the summative evaluation form or applicable District APPR document (BOE approved July 2009) to be used during the year. The evaluation will be completed by June 1.

3.2 The written summative evaluation shall be within five (5) working days by a post evaluation conference. The school nurse and the guidance counselor shall have the right within five (5) working days to file a written response to any issue raised on the evaluation. Such responses shall be appended to the original file copy of the evaluation.

ARTICLE VI
REDUCTIONS IN STAFF

In the event that situations arise where the District is considering abolishing or reducing positions and/or programs in the bargaining unit, the Superintendent will notify the President of the Teachers' Association. The Association may then request that an ad hoc committee be set up consisting of two (2) members chosen by the Association and two (2) members chosen by the Superintendent, to discuss the possible layoffs, reductions and/or changes.

The Committee may make recommendations to the Board for its consideration. Any recommendations must be submitted within thirty (30) calendar days from the date the Superintendent first gave notice to the Association President.

When positions in this bargaining unit are reduced or abolished by the Board, New York State Education Law shall be followed. If there is a question regarding whether or not New York State Education Law has been complied with, such questions shall be referred to the Commissioner of Education, not the contractual grievance procedure.

ARTICLE VII
PROFESSIONAL RESPONSIBILITIES

Section 1.0

It is mutually agreed that when there is a conflict between outside activities (social or outside employment) and a bargaining unit member's professional responsibility, the bargaining unit member's professional responsibility will come first.

ARTICLE VIII
DISTRICT ADVISORY COMMITTEE

Section 1.0

In order to inform each other of the educational needs and problems which are encountered in the operation of the school, the board, administrators and the teachers' association will engage in a dialogue within the framework of the District Advisory Committee. Quarterly meetings will be scheduled by mutual consent of the administration and the teachers' association. The committee will be composed of one member from the Board of Education, the Superintendent, and three members all elected by the teachers' association representing secondary, elementary, and special areas.

a. To propose mutually acceptable solutions of problems which cannot be solved within the existing administrative framework.

b. To discuss mutual goals.

c. To advise and counsel each other in order to attain a harmonious effective high standard of quality education.

Section 2.0

Minutes of these meetings will be reported in written form to the association and to the Board of Education after each meeting.

ARTICLE IX
FRINGE BENEFITS

Section 1.0 - Health Insurance

The Board of Education shall provide for health insurance coverage through the Jefferson Lewis School Employees Healthcare Plan. A portion of the cost of premiums for unit employees shall be funded as follows:

For employees hired prior to July 1, 2006, the Board of Education will pay 90% towards the cost of the employee's healthcare premium. The employee will pay 10% of the cost of his/her healthcare plan premium and the percentage amount will be deducted from the employee's salary.

For employees hired on or after July 1, 2006, the Board of Education will pay 85% towards the cost of the employee's healthcare premium. The employee will pay 15% of the cost of his/her healthcare premium, and the percentage amount will be deducted from the employee's salary.

Section 2.0 - Dental Insurance

The District's contribution to the Ameritas dental insurance plan will be $118, per subscribed employee.

It is understood that this money is to be used towards the premium to provide dental coverage only for individually subscribing and currently employed bargaining unit members of Sackets. It does not provide family and/or retired employee benefits. Family coverage can be obtained at an additional cost.

Section 3.0 - IRS Section 125 Plan

The District will offer an IRS 125 plan for employee contributions to the healthcare and dental premiums. The District will expand the plan to include appropriate unreimbursed medical expenses and dependent care expenses only if there is no expense to the District. By October 1 of each year, Association members will declare their contributions for the coming calendar year.

Section 4.0 - Paid Leaves

4.1 Personal Leave: Three (3) personal leave days will be allowed each year to each bargaining unit member. Twenty-four (24) hours notice is required. If less than twenty-four (24) hours notice is given, the CSO may grant approval if evidence is presented that verifies a real emergency occurred. Approved leave will be either for ½ day or one full day, depending on the time taken.

No personal leave shall be granted before or after a holiday.

Any personal day not used during the year will be allowed to accumulate as sick leave (personal illness leave).

Administrative judgment will be used to decide half day, full day or no charge against personal leave. A written record will be kept on all decisions reached.

4.2 Death in Family - Three days' leave shall be granted in each occurrence of death in the immediate family. Immediate family shall be defined as: spouse, children, mother, father, brother, sister, grandparents, grandchildren, spouse's immediate family, and any person residing in the teacher's immediate household. The CSO may grant additional days upon request.

4.3 Personal and Family Illness Leave - Bargaining unit members shall be granted leaves of absence with pay for a maximum of fifteen (15) days in any one school year for personal and family illness. A bargaining unit member absent for more than three (3) consecutive days may be asked to present a physician's statement to the CSO substantiating the illness and physical fitness to return to work.

a. If less than fifteen (15) school days of approved personal and family illness is required in any one school year, the number of days not used shall be allowed to accumulate to a maximum of 215 days.

b. A day of absence shall be charged against a bargaining unit member whether or not a substitute is hired.

c. The amount to be deducted if sick leave totals are exceeded shall amount to 1/200 of the teacher's annual salary for each day of absence.

d. Special consideration will be made for special circumstances.

4.4 Maternity Leave - Maternity leave shall be dealt with in exactly the same manner or fashion as any other physical disability.

a. When a bargaining unit member applies for a one year unpaid leave of absence based upon a pregnancy, such leave shall not be denied. Such leave shall follow the bargaining unit member's utilization of available sick leave. Under special circumstances, such leave may be extended with the express written approval of the Chief School Officer. This shall also apply for an employee adopting a child.

b. The District has a policy #415.6 which complies with the requirements of the Family Medical Leave Act.

4.5 Jury Duty – Bargaining unit members serving on jury duty will be paid the difference between the compensation paid by the County and their regular salary. No deduction will be made from leave time.

Section 5.0 - Sabbatical Leave for Study or Travel

5.1 Regular appointed teachers who have served for seven years in the Sackets Harbor Central School District, may, upon the recommendation of the CSO and with the approval of the board, be granted leave of absence for study or travel upon the following conditions:

a. Applicants must file with the CSO a statement of the definite purpose of which such leave of absence is desired. In case of sabbatical leave study, this statement must include the institution at which the individual is to study and courses to be pursued. In case of sabbatical leave for travel, plan of travels must be submitted, stating specific objectives which are to be sought through such travel, and indicating the areas which will be studied during these travels.

b. Persons granted sabbatical leave of absence are required to report in writing each semester to the CSO during such absence, indicating the extent of study either at home or abroad in such travels, or application of these to the work of the individual concerned in the case of sabbatical leave for study.

c. Applicants must file with the Board of Education a written agreement to remain in the service of the district for two years after the expiration of such leave, or in the case of resignation within two years, to refund to the district the cost of the leave of absence.

d. Such leave shall not be granted for less than one semester or for more than one year. Once having received a sabbatical, a teacher will not again be eligible for such leave until 7 years have expired after the teacher's return to duty.

e. A teacher shall on this sabbatical leave be paid at the rate of full pay for one-half year of leave or half pay for a full year of leave, according to the amount the individual would receive on the school's salary schedule during the period of the leave.

f. In case the number of applications shall exceed one, selection shall be made in accordance with the following principals:

   1. The potential greatest benefit to the district as determined by the Board of Education.
   2. Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all grades, junior high, high school and special area teachers.

g. No more than one teacher will be granted a sabbatical leave in any one year.

h. All applicants for sabbatical leave during the following school year must be submitted prior to the first regularly scheduled meeting of the Board of Education in each calendar year.

i. If a sabbatical leave is granted to any administrative staff, the above rights to sabbatical leave for members of the bargaining unit will not be altered or diminished by such action.

Section 6.0 - Conferences - Workshops

Subject to prior approval by the CSO, each bargaining unit member will be allowed a maximum of two (2) days per year without charge to leave credit, for a purpose that will be of demonstrated improvement to the district. This would include, but not be limited to, attendance at conferences, seminars, lectures, or workshop visits to other educational facilities for observational purposes. The CSO may ask bargaining unit members to attend certain conferences, workshops or visit other schools for observation of programs, over and above the maximum two (2) days per year stated above.

Section 7.0 - In-Service Credit

The Board of Education may, at the board's discretion, grant credit to bargaining unit members taking or teaching in-service courses, or the Board of Education may offer payment for such courses.

However, the staff shall know before deciding whether to take such a course, which form of recognition will be given.

Section 8.0 - Sick Leave Bank

8.1 There shall be established a Sick Leave Bank, the purpose of which is to provide additional sick leave for bargaining unit members who have exhausted their accumulated sick leave due to an unplanned and prolonged illness, or maternity leave, excluding injuries claimed under Worker's Compensation. The Bank will be administered by a committee, consisting of two elected union members and the Superintendent of Schools and one other person designated by the Superintendent, according to the following rules:

1. The Sick Leave Bank is open to all members of the bargaining unit.

2. The deadline for application for membership is September 30th of each year. This will be handled by the Committee.

3. Members will donate 2 days at the time of joining and one day each year thereafter to retain their membership.

4. Membership will be continued each year without reapplication. The Committee will have the responsibility to send notice to members.

5. Only members of the sick bank who have contributed at least three (3) days are eligible to draw benefits.

6. Members will receive annual written notification when days are posted to the sick bank. The Committee will be responsible for sending notices.

7. Membership may be terminated by notifying the Committee in writing. If an employee terminates membership, (s)he shall only be eligible to rejoin the "bank" with the express written consent of the Sick Leave Bank Committee.

8. Donated days are non-refundable nor may they be converted to cash.

9. Days granted to and used by a member do not have to be repaid to the bank; days granted and not used must be returned to the bank.

10. Only bank members who have exhausted all their accumulated sick leave may apply to the SLB Committee for sick bank days.

11. When a member makes an appeal for sick bank days, the Committee will respond in writing within four (4) school days after the request has been made.

12. A request to obtain benefits shall require:

    a) A doctor's statement indicating the nature of the illness, disability or injury and probable length of absence from work.

    b) A statement from School District Clerk that the teacher has depleted his/her accumulated sick leave.

    c) A statement from the requesting teacher requesting benefits from SLB including the approximate number of days requested from the bank.

13. An initial request shall be for no more than thirty (30) days. For additional days beyond the original thirty (30), an additional request may require a second doctor's opinion.

14. The maximum number of days an employee may receive shall be sixty (60) days.

15. Sick Leave Bank days will apply only to days when the member would have normally been paid.

16. When the Bank's total accumulation of days reaches 400 days, additional days shall not be drawn from the general membership except from new members who may join the Bank.

17. If the Bank should be exhausted in any given year, the Committee may draw one additional day from each member to resupply the Bank. Such action will be taken only once in any school year and only upon written notice.

18. Recommendations for changes and/or interpretations will be made through the Committee and subject to the approval of the Board of Education and the Association.

19. Awarding of Sick Leave Bank days requires the approval of a majority of the Committee. Decisions of the Committee regarding the awarding of benefits are not subject to the contractual grievance procedures, and are final.

20. The rules and regulations of the Bank may be changed upon the recommendation of the Committee and concurrence of the Board of Education and the Teacher's Association.

21. All SLB members will receive a copy of bank rules upon joining and upon any revisions.

22. Annual update on Committee members shall be posted in yearly district handbook provided to teachers at the beginning of the year.

23. The Association shall designate one individual from the bargaining unit to review the sick leave bank usage, including the number of days posted to the bank and the number of days used. Confidential medical records should be excluded from review. This review will take place twice each school year and the reviewer shall initial the records reviewed.

Section 9.0 - Association Business Days

The District will grant 2 days of paid leave per year for the Sackets Harbor Teachers' Association to attend to the Association's business. An additional 2 days will be available with the Association reimbursing the District for substitute teachers. The President of the Association must give the CSO forty-eight hours prior notice of Association leave.

ARTICLE X
UNUSED SICK LEAVE PAYMENT UPON RETIREMENT

Section 1.0 - All bargaining unit members excluding the school nurse position

Upon retirement, payment for unused sick days will be made with the following requirements:

1. The employee must have 15 uninterrupted years of service to the District.
2. The employee must inform the District of his/her intent to retire 6 months before the effective retirement date.

The District agrees to pay $25.00 per day for unused sick days, up to a maximum of 200 days ($5,000).

The employee may receive his/her compensation in one of two ways:

1. One lump sum payment received in July following retirement; or
2. Two equal lump sum payments, received in July and January following retirement.

Section 2.0 - School Nurse

1. The school nurse, upon retirement from the district with a minimum of ten (10) years of service who notifies the district of his/her intent to retire six (6) months before the effective retirement date, will be compensated at the rate of $15 per day, up to a maximum of 200 days ($3,000). The school nurse will receive his/her compensation in one lump sum payment received in July following retirement.

2. The school nurse covered by the NYS Employees' Retirement System will be afforded all rights and regulations as spelled out by the Career Retirement Plan 41J of the Retirements and Social Security as provided by the Board of Education.

ARTICLE XI
CHAPERONES

Bargaining unit members are required to chaperone home basketball games for boys' and girls' varsity teams. Bargaining unit members may volunteer to chaperone dances or other activities at no additional pay.

Chaperones required:

Boys' Home Games: 3 chaperones; (plus one non-instructional staff member if deemed necessary by the Superintendent).

Girls' Home Games: 2 chaperones; (plus one non-instructional staff member if deemed necessary by the Superintendent).

Duties of Chaperones: (See faculty handbook)

Pay:

Chaperones are required to submit a voucher for payment, which can be paid by separate check if requested. Chaperones will be compensated at $50.00 per event:

Chaperoning Assignments:

Before the beginning of the basketball season, bargaining unit members will be given a schedule of athletic events. Each must sign up to chaperone at least one event. Assignments will be awarded on a first come, first serve basis. Bargaining unit members who do not sign up within the allotted time will be assigned chaperone dates.

Coaches will not be assigned to chaperone for their coaching season.

An administrator or designee will be present at all athletic home games.

If the schedule is changed or games are added after the initial sign-ups, it is the responsibility of the Athletic Director to post sign-up sheets for those games and to be certain there are chaperones. Additional slots may be deemed necessary by the administration under special circumstances.

When home games are rescheduled due to inclement weather or other emergency situations, the Association will be responsible for finding chaperones.

ARTICLE XII
SALARY ITEMS

Section 1.0 - Graduate Study

1.1 In order to receive credit in the salary program beyond initial certification, graduate study must be approved in advance on a form supplied by the District office. The graduate study must be in the teacher's major field, tenure area or another field approved by the

Board of Education for an interdisciplinary breadth of knowledge. Official college transcripts or official grade transcripts verifying successful course completion must be submitted to the District office by November 15 for additional remuneration in the first semester and by March 15 for additional remuneration to begin in the second semester. The District may require an official transcript to show the completion of a master's degree.

Section 2.0 - Credit Union

The District will provide payroll deductions for any employee availing themselves of a credit union option.

Section 3.0 - Pay Dates

3.1 Pay dates for the Sackets Harbor Central School faculty will be scheduled for every other Friday, starting with the second week of school.

3.2 District reserves the right to pay on the last day before a vacation or holiday when paycheck is due during a non-working period. If the district does not exercise this option, they shall then give the employee the choice of having their check mailed either to their home, or to a bank of their own selection.

Section 4.0 - Retirement Incentive - Conditions for all bargaining unit members excluding the school nurse.

4.1 Unit members who meet conditions outlined below are entitled to receive additional compensation in the amount of $7,000.00 when they retire from the District:

a. The unit member must be retiring during the first year the employee is eligible to collect retirement under the NYS Teachers' Retirement System.

b. The unit member must have been employed with the District for 15 years of full-time consecutive service prior to the effective date of retirement.

c. The bargaining unit member must submit an irrevocable written letter of retirement to the Superintendent indicating his/her intent to retire a minimum of six (6) months prior to the effective date of retirement.

4.2 Conditions for the School Nurse

a. To be eligible for the early retirement incentive, the school nurse must submit an irrevocable written letter to the Superintendent indicating his/her intent to retire a minimum of six (6) months prior to the effective date of retirement. If the school nurse has a minimum of ten (10) years of service in the district, he/she will be entitled to a $500 additional early retirement notice incentive.

Section 5.0 - Salary Schedules

a. For the 2009-2010 school year, a salary schedule reflecting a 2.0% increase, inclusive of step movement and longevity, has been agreed upon and made a part of this contract as Appendix A1.

b. For the 2010-2011 school year, a salary schedule reflecting a 2.0% increase, inclusive of step movement and longevity, has been agreed upon and made a part of this contract as Appendix A2.

Section 6.0 – Additional School Nurse Salary Items

6.1 The school nurse's work year and work day shall be the same as the other bargaining unit members with the exception of two additional days in the summer. A maximum of four (4) more additional days, with prior approval from the CSO, shall be paid at a stipend of $20 per hour.

6.2 The District reserves the right to recruit and hire the school nurse. Prior to the appointment of a new school nurse, the District will discuss the salary range with the Sackets Harbor Central Teachers' Association.

ARTICLE XIII
STAFFING OF EXTRA-CURRICULAR PERSONNEL

The ultimate authority and responsibility, by law, for the selection and employment of public school staff rests with the Board of Education. It is, nonetheless, desirable that the staffing process should for the benefit of the educational system be shared, where possible, and rely on the expertise of all involved staff.

In keeping with this sharing concept, two faculty advisory committees shall be instituted:

a. The Athletic Coaches' Committee oversees coaching vacancies. The committee should be comprised of the following:

Director of Athletics
Other available coaches
K-12 Principal

b. Faculty Personnel Committee oversees extra duty vacancies. The committee shall be composed of the following:

Association President
Chief School Officer
One other teacher so both elementary and secondary level shall be represented.

Section 1.0 - Coaching Positions

1.1 In filling coaching positions, the following procedural process shall be instituted.

a. Request volunteers from among existing staff.
b. Advertise vacancy in local papers and through appropriate releases.

1.2 The Athletic Committee shall share in the obligations and responsibility of complying with the procedural process. Further, said committee shall bear additionally the shared responsibility of interviewing candidates for open positions and making attending recommendations.

1.3 The Chief School Officer reserves his/her ultimate right to veto any prospective candidate for a coaching position. If in a committee action, the CSO stands alone in his/her rejection of a prospective candidate, he/she may be called upon to justify his/her position to the association.

1.4 In the event a position cannot be filled by following the above sequential steps, the question of the unfilled position shall be returned to the Committee. If all else fails, the CSO reserves his/her right to fill the position by assigning to the open position from among existing school staff.

Section 2.0 - Extra-Duty Positions

2.1 Extra-duty positions shall be filled by the following process:

a. Request volunteers from among existing staff.

b. Extra duty positions shall include positions listed in Appendix B and shall also include chaperones. Extra duty positions shall exclude study hall duty, hall duty, lunch duty, and detention monitors.

2.2 The Faculty Personnel Committee is charged with the obligation of assisting in the filling of open positions, and in general seeing that all reasonable approaches have been exhausted.

2.3 If in the event that an open position cannot be filled by volunteers, the problem shall be returned to the Committee.

2.4 In the event the foregoing procedures fail, the CSO shall have the obligation of assigning existing staff to these positions.

Section 3.0 - General Guidelines

The intent of the procedure encompassed within this article is to provide a fair and equitable process for staffing on-going programs.

3.1 When staff selection reverts to the Committees as contained in Section 1.0 and 2.0, priority consideration shall be given to seniority and prior service assignments. - the intent being to share the duties.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1.0 - Items Contrary to Law

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

Section 2.0 - Incorporation of Agreement into Policies of the Board

2.1 Any individual arrangement, agreement or contract between the CSO and an individual bargaining unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this agreement, the agreement, during its duration, shall be controlling.

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

2.3 Within sixty (60) days after the effective day of this act, a copy of this section shall be furnished by the Chief Fiscal Officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished a copy of the provisions of this section.

Section 3.0 - Board of Education Responsibilities

Except as expressly limited by provisions by this agreement, the authority, rights and responsibilities delegated, under law, to this board, are retained by said board; and the board may do all else the law may dictate, require or permit this board in the discharge of its duties to provide public education within this public school district.

Section 4.0 - Equal Rights for Association Advancement

The Sackets Harbor Teachers' Association warrants that there is no discrimination in the Sackets Harbor Teachers' Association based on color, religion, sex or national origin. The association further warrants that membership in, advancement within, or effective participation by any member is not influenced in any manner by those considerations.

Section 5.0 - Smoking BAN

Smoking is prohibited on school property, including all buildings and grounds.

Section 6.0 - Staff Children

Any Association member, who lives outside of the district, shall be allowed to enroll their child(ren) at Sackets Harbor Central School District tuition free.

Section 7.0 - Snow Days

If, by May 1, three or more snow/emergency closure days are still unused, bargaining unit members shall not be required to report for work on the Friday before and the Tuesday after the Memorial Day Recess.

Section 8.0 - School Nurse Lunch

The school nurse shall have a thirty (30) minute duty free lunch daily. The school nurse's lunch may be interrupted on an emergency basis only.

ARTICLE XV
AGREEMENT - DURATION

This agreement is effective beginning July 1, 2009 until June 30, 2011.

Pursuant to Civil Service Law:

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of October, 2009.

Association President

Chief School Officer

APPENDIX A 1

2009-10 SACKETS HARBOR TEACHER SALARY SCHED.

STEP	BA	B+9	B+18	B+27	B+36	MA B+45	M+9 B+54	M+18 B+63	M+27 B+72	M+36 B+81	M+45 B+90	M+54 B+99	M+63 B+108	M+72 B+117
1	39630	40330	41030	41730	42430	43130	43830	44530	45230	45930	46630	47330	48030	48730
2	40380	41080	41780	42480	43180	43880	44580	45280	45980	46680	47380	48080	48780	49480
3	41130	41830	42530	43230	43930	44630	45330	46030	46730	47430	48130	48830	49530	50230
4	41880	42580	43280	43980	44680	45380	46080	46780	47480	48180	48880	49580	50280	50980
5	42630	43330	44030	44730	45430	46130	46830	47530	48230	48930	49630	50330	51030	51730
6	43450	44150	44850	45550	46250	46950	47650	48350	49050	49750	50450	51150	51850	52550
7	44270	44970	45670	46370	47070	47770	48470	49170	49870	50570	51270	51970	52670	53370
8	45090	45790	46490	47190	47890	48590	49290	49990	50690	51390	52090	52790	53490	54190
9	45910	46610	47310	48010	48710	49410	50110	50810	51510	52210	52910	53610	54310	55010
10	46730	47430	48130	48830	49530	50230	50930	51630	52330	53030	53730	54430	55130	55830
11	47550	48250	48950	49650	50350	51050	51750	52450	53150	53850	54550	55250	55950	56650
12	48370	49070	49770	50470	51170	51870	52570	53270	53970	54670	55370	56070	56770	57470
13	49240	49940	50640	51340	52040	52740	53440	54140	54840	55540	56240	56940	57640	58340
14	50110	50810	51510	52210	52910	53610	54310	55010	55710	56410	57110	57810	58510	59210
15	50980	51680	52380	53080	53780	54480	55180	55880	56580	57280	57980	58680	59380	60080
16	51850	52550	53250	53950	54650	55350	56050	56750	57450	58150	58850	59550	60250	60950
17	52720	53420	54120	54820	55520	56220	56920	57620	58320	59020	59720	60420	61120	61820
18	53590	54290	54990	55690	56390	57090	57790	58490	59190	59890	60590	61290	61990	62690
19	54460	55160	55860	56560	57260	57960	58660	59360	60060	60760	61460	62160	62860	63560
20	55330	56030	56730	57430	58130	58830	59530	60230	60930	61630	62330	63030	63730	64430
21	56200	56900	57600	58300	59000	59700	60400	61100	61800	62500	63200	63900	64600	65300
22	57070	57770	58470	59170	59870	60570	61270	61970	62670	63370	64070	64770	65470	66170
23	57940	58640	59340	60040	60740	61440	62140	62840	63540	64240	64940	65640	66340	67040
24	58880	59580	60280	60980	61680	62380	63080	63780	64480	65180	65880	66580	67280	67980
25	59820	60520	61220	61920	62620	63320	64020	64720	65420	66120	66820	67520	68220	68920
26	60760	61460	62160	62860	63560	64260	64960	65660	66360	67060	67760	68460	69160	69860
27	61700	62400	63100	63800	64500	65200	65900	66600	67300	68000	68700	69400	70100	70800
28	62640	63340	64040	64740	65440	66140	66840	67540	68240	68940	69640	70340	71040	71740
29	63580	64280	64980	65680	66380	67080	67780	68480	69180	69880	70580	71280	71980	72680
30	64520	65220	65920	66620	67320	68020	68720	69420	70120	70820	71520	72220	72920	73620

APPENDIX A 2

2010-11 SACKETS HARBOR TEACHER SALARY SCHED.

STEP	BA	B+9	B+18	B+27	B+36	MA B+45	M+9 B+54	M+18 B+63	M+27 B+72	M+36 B+81	M+45 B+90	M+54 B+99	M+63 B+108	M+72 B+117
1	39985	40685	41385	42085	42785	43485	44185	44885	45585	46285	46985	47685	48385	49085
2	40735	41435	42135	42835	43535	44235	44935	45635	46335	47035	47735	48435	49135	49835
3	41485	42185	42885	43585	44285	44985	45685	46385	47085	47785	48485	49185	49885	50585
4	42235	42935	43635	44335	45035	45735	46435	47135	47835	48535	49235	49935	50635	51335
5	42985	43685	44385	45085	45785	46485	47185	47885	48585	49285	49985	50685	51385	52085
6	43805	44505	45205	45905	46605	47305	48005	48705	49405	50105	50805	51505	52205	52905
7	44625	45325	46025	46725	47425	48125	48825	49525	50225	50925	51625	52325	53025	53725
8	45445	46145	46845	47545	48245	48945	49645	50345	51045	51745	52445	53145	53845	54545
9	46265	46965	47665	48365	49065	49765	50465	51165	51865	52565	53265	53965	54665	55365
10	47085	47785	48485	49185	49885	50585	51285	51985	52685	53385	54085	54785	55485	56185
11	47905	48605	49305	50005	50705	51405	52105	52805	53505	54205	54905	55605	56305	57005
12	48725	49425	50125	50825	51525	52225	52925	53625	54325	55025	55725	56425	57125	57825
13	49595	50295	50995	51695	52395	53095	53795	54495	55195	55895	56595	57295	57995	58695
14	50465	51165	51865	52565	53265	53965	54665	55365	56065	56765	57465	58165	58865	59565
15	51335	52035	52735	53435	54135	54835	55535	56235	56935	57635	58335	59035	59735	60435
16	52205	52905	53605	54305	55005	55705	56405	57105	57805	58505	59205	59905	60605	61305
17	53075	53775	54475	55175	55875	56575	57275	57975	58675	59375	60075	60775	61475	62175
18	53945	54645	55345	56045	56745	57445	58145	58845	59545	60245	60945	61645	62345	63045
19	54815	55515	56215	56915	57615	58315	59015	59715	60415	61115	61815	62515	63215	63915
20	55685	56385	57085	57785	58485	59185	59885	60585	61285	61985	62685	63385	64085	64785
21	56555	57255	57955	58655	59355	60055	60755	61455	62155	62855	63555	64255	64955	65655
22	57425	58125	58825	59525	60225	60925	61625	62325	63025	63725	64425	65125	65825	66525
23	58295	58995	59695	60395	61095	61795	62495	63195	63895	64595	65295	65995	66695	67395
24	59235	59935	60635	61335	62035	62735	63435	64135	64835	65535	66235	66935	67635	68335
25	60175	60875	61575	62275	62975	63675	64375	65075	65775	66475	67175	67875	68575	69275
26	61115	61815	62515	63215	63915	64615	65315	66015	66715	67415	68115	68815	69515	70215
27	62055	62755	63455	64155	64855	65555	66255	66955	67655	68355	69055	69755	70455	71155
28	62995	63695	64395	65095	65795	66495	67195	67895	68595	69295	69995	70695	71395	72095
29	63935	64635	65335	66035	66735	67435	68135	68835	69535	70235	70935	71635	72335	73035
30	64875	65575	66275	66975	67675	68375	69075	69775	70475	71175	71875	72575	73275	73975

EXTRACURRICULAR COMPENSATION Appendix B

Section 1.0 - **Contingent Items**

1.1 Salary for each sport is calculated from the first day of practice to the last scheduled game. Play-offs, tournaments and sectionals are not part of the salary schedule.

1.2 For the 2009-2011 contract years, coaching stipends will be calculated using the base of $39,630. The percentage of this base for each group is: Group I - 9%, Group II - 8%, Group III - 7%, Group IV - 6%, Group V - 4%. Each coach will receive an additional $80 longevity stipend per year of coaching service.

Section 2.0 - **Coaching Salary Schedule**

		2009-2010	2010-2011
Group I			
	V. Basketball (B)	$3,567	$3,567
	V. Basketball (G)	$3,567	$3,567
Group II			
	V. Soccer (B)	$3,170	$3,170
	V. Soccer (G)	$3,170	$3,170
Group III			
	V. Baseball	$2,774	$2,774
	V. Softball	$2,774	$2,774
	Golf	$2,774	$2,774
	JV Basketball (B)	$2,774	$2,774
	JV Basketball (G)	$2,774	$2,774
Group IV			
	JV Soccer (B)	$2,378	$2,378
	JV Soccer (G)	$2,378	$2,378
	JV Baseball	$2,378	$2,378
	JV Softball	$2,378	$2,378
Group V			
	Mod Soccer (B)	$1,585	$1,585
	Mod Soccer (G)	$1,585	$1,585
	Mod Basketball (B)	$1,585	$1,585
	Mod Basketball (G)	$1,585	$1,585
	Mod Baseball	$1,585	$1,585
	Mod Softball	$1,585	$1,585
	Mod Golf	$1,585	$1,585
	Cheerleading	$1,585	$1,585

ADVISORS

	2009-10	2010-11
Advisors		
Athletic Coordinator	$798	$823
Auditor/Extracurricular	$505	$530
Forensics	$850	$850
National Jr. Honor Society	$500	$500
Whiz Quiz	$600	$600
Model UN	$640	$640
Spanish NHS	$500	$500
National Honor Society	$500	$500
Envirothon	$700	$700
Spark	$700	$700
Class Advisors		
Senior Class	$1,425	$1,450
Junior Class	$1,000	$1,025
Sophomore Class	$725	$750
Freshman Class	$725	$750
Middle School	$725	$750
6th Grade Advisor (Whale Watch)	$1025	$1050
Other Positions*		
Band	$2,000	$2,000
Banners	$1,200	$1,200
Yearbook	$1,900	$1,900

* For Advisors, the 2010-2011 stipend will be considered the base; that is, anyone new to the position during the life of the contract would start there.