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TA/4747

AGREEMENT

BETWEEN THE

SUPERINTENDENT OF THE
BOARD OF EDUCATION
CHATEAUGAY CENTRAL SCHOOL DISTRICT

AND THE

CHATEAUGAY CHAPTER
NEW YORK STATE UNITED TEACHERS

7/1 6/30
2005-2009

RECEIVED

DEC 12 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

63

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ARTICLE I - AGREEMENT

- A. In accordance with the provisions set forth in Article 14 of the Civil Service Law (the Public Employees' Fair Employment Act), this agreement between the Chief Executive Officer of the Chateaugay Central School District (hereinafter referred to as the Superintendent) and the Chateaugay Chapter of the New York State United Teachers (hereinafter referred to as the Association) is made and entered into on this 29th day of November, 2004 to become effective as of July 1, 2005.
- B. This agreement constitutes mutual promise concerning terms and conditions of employment between the Superintendent and the Association and is a binding contract, for the period set forth herein, except as to any provision herein which requires approval of the Legislative Body (The Chateaugay Central School District, Board of Education) and to these provisions, when the Legislative Body gives its approval.
- C. In accordance with Section 204A of the Civil Service Law: 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.
- D. It is the policy of the Chateaugay Central School District, Board of Education, not to discriminate on the basis of sex in the educational programs or activities that it operates. Furthermore, the Chateaugay Central School District Board of Education is required by Title IX not to discriminate in such a manner. The Central School District official responsible for the coordination of activities relating to compliance with Title IX is: Paul M. Harrica, Superintendent, Chateaugay Central School, Chateaugay, New York, 12920 Telephone: (518) 497-6420.

ARTICLE II - RECOGNITION

- A. The Chateaugay Central School Board of Education, having determined that the Chateaugay Chapter of the New York State United Teachers is supported by a majority of the instructional employees in a unit composed of all professional personnel and substitutes who are employed twenty-five (25) consecutive days or more in the same assignment except full-time and part-time Administrative Personnel, hereby recognizes the Chateaugay Chapter of the New York State United Teachers, hereinafter referred to as the CTA, as the exclusive negotiating agent for the instructional employees in such unit. Such recognition shall be for the maximum period allowable under Section 208C and will be in accordance with Section 207 of Article XIV of the Civil Service Law. Furthermore, such recognition shall be continuous unless challenged by a BONA FIDE employee organization showing membership and support of at least 30% of the employees in such negotiating unit within the thirty (30) days before expiration of the period of unchallenged representation status accorded pursuant to Section 208C of the Public Employees' Fair Employment Act.
- B. It is hereby agreed and understood that hereinafter when the word teacher is used, it shall mean any instructional employee covered by this agreement.

ARTICLE III - NEGOTIATION PROCEDURE

A. Opening Negotiations:

On or before January 15 of the year of expiration of this agreement, the Superintendent and/or his designated representative shall, upon request, meet with designated representatives of the Association to establish a mutually acceptable meeting date for the purpose of beginning negotiations for a successor agreement. All subsequent meetings shall be scheduled at a place and at a time mutually acceptable to both parties.

B. Presentation of Proposals for Discussion:

The party requesting negotiations to be opened shall present all of its proposals at the first meeting and the other party shall present all of its proposals at the second meeting. New proposals, not formally presented in writing at the first meeting, may be introduced only with the mutual consent of both parties.

C. Selection of Representatives:

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and such party may select its representative from within or outside the school district. While the Association and Board of Education shall execute no final agreement without ratification, the parties mutually pledge that at the beginning of negotiations, their representatives will be authorized to enter into tentative agreements and will not be required to go back to their respective parties until final agreement is reached.

ARTICLE IV - PAYROLL DEDUCTION OF DUES

A. The Superintendent agrees to deductions from the salary of a unit member, for the payment of dues to the Chateaugay Teachers' Association, the New York State United Teachers and the American Federation of Teachers as said members individually and voluntarily authorize the Superintendent to deduct, and to transmit the monies promptly as herein provided.

Authorizations shall be in writing in the form set forth as follows:

SAMPLE:

PAYROLL DEDUCTION OF DUES

PAYROLL DEDUCTION AUTHORIZATION

| | | |
|-----------|-------|---------|
| Last Name | First | Initial |
|-----------|-------|---------|

Address

TO: Superintendent, Chateaugay Central School District

I hereby request and authorize you, according to arrangements agreed upon with the Chateaugay Chapter of the New York State United Teachers, to deduct from my salary and transmit to the associations indicated below the dues as certified by the respective associations. I hereby waive all right and claim to the monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

- _____ Chateaugay Chapter of New York State United Teachers
- _____ New York State United Teachers
- _____ American Federation of Teachers

EMPLOYEE SIGNATURE _____ DATE _____

- B. Each of the associations named in Section A above shall certify to the Superintendent in writing the current rate of its membership dues. Any Association that shall change the rate of its membership dues shall give the Superintendent thirty (30) days written notice prior to the effective date of such change.

- C. Deductions referred to in Section A above shall be made in the following manner: The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in twenty (20) equal successive installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall: (a) provide the Superintendent with a list and the original signed dues authorization cards of those members who have voluntarily authorized the Superintendent to deduct dues for the associations named in Section A above, and (b) forward at the same time to respective associations a list of the members and their addresses who have elected payroll deductions for such associations.

- D. The Superintendent shall, following each pay period from which dues deductions are made, transmit the amount so deducted to the local teachers association. The first and final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

- E. Members may withdraw their authorization at any time by written notice received by the Superintendent at least two (2) weeks prior to the effective pay period.

F. Agency Fee:

Effective July 1991, the Board of Education shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Chateaugay Teachers Association the amount equivalent to the dues levied by the Chateaugay Teachers Association and shall transmit the sum so deducted to the Chateaugay Teachers Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Chateaugay Teachers Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the laws the State of New York. This provision for agency shop deduction shall continue in effect so long as the Chateaugay Teachers Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement. It is further agreed that the employee's signature will not be required.

ARTICLE V - TAX SHELTERED ANNUITIES

- A. Teachers may purchase tax sheltered annuities in accordance with the provision of Section 403(B) of the Internal Revenue Code of 1954 as amended.

ARTICLE VI - MAINTENANCE OF STANDARDS

- A. The district will consult with the teacher involved and at his request with the Association prior to any substantial or permanent change in duties or responsibilities. If agreement cannot be reached, the remedy will be through the grievance procedure.

Teachers will be consulted and notified of their teaching programs for the coming year by the end of the school term (end of June). If, due to extenuating circumstances, revisions

are necessary after that date, the teacher will be and notified (and consulted with if available at the time the change is being considered).

- B. Substitutes for special area teachers (Art, Music, Physical Education, Special Education) shall be provided, if possible, when cancellation of special area classes will inconvenience other teachers -- i.e. classes cancelled cause teachers to lose periods which are planned for preparation, etc.

- C. All teachers are guaranteed at least one (1) full preparation period each day. Should unusual circumstances develop in the primary grades making this difficult, the Association will be notified and will be allowed to give input into the scheduling. Should both parties agree to the impossibility of scheduling one preparation period per day because of unusual circumstances, at least five (5) full preparation periods per week will be scheduled.

- D. Each teacher shall be entitled to at least a thirty (30) minute, duty-free and uninterrupted lunch period unless other arrangements are made with the teacher and administration.

- E. Teachers with six (6) periods of responsibilities will not be required to supervise the cafeteria, lunch lines or hallways during noon recess. Exceptions to the above may be noon hour supervision in 22 minute time blocks one week out of each three weeks.

- F. Assignments and Transfers:
The Superintendent shall post a listing of all authorized vacancies in professional positions or compensable extra duty assignments as soon as the Board of Education authorizes filling them. Such positions will not be filled until a minimum of two (2) weeks have lapsed from date vacancy is announced.

Teachers who desire a change in assignment for the next school year shall file a written statement of such desire with the Superintendent. Such statement shall include the position to which the teacher requests assignment and the reasons for such request.

G. Probationary Period and Tenure:

1. All teachers hired will be required to serve a probationary appointment in accordance with Education Law. After approved service in one tenure area and upon completion of the probationary appointment, a teacher shall be eligible for tenure appointment, subject to the recommendation of the Superintendent and the majority vote of the Board.
2. Probationary teachers shall be informed in writing of action taken in regard to tenure by the Board not less than sixty (60) days prior to the end of their probationary period.
3. Dismissal and/or discipline of all teachers will be governed by Due Process as follows: The District will
 - a. Advise teacher of performance standard to be met in all areas of responsibility - instructional, extra class, supervisory.
 - b. Utilize evaluation techniques outlined in this contract. Warn the teacher in writing of failure to meet standards. Make specific suggestions for improvement in deficient area. Advise him/her of the possibility of non-renewal or denial of tenure.
 - c. Substantiate that, despite warning, teacher has consistently failed to correct deficiency through presentation of relevant and sufficient evidence.

In case of grievance over teacher dismissal, either the Association or the district may request arbitration by a third party, whose decision shall be binding. In such a grievance over teacher dismissal, the arbitrator shall be limited solely to questions of procedure and shall be constrained from ruling on questions of administrative judgment.

4. Teachers may resign at any time during the probationary period upon submitting a written notice to the Board at least thirty (30) days before the effective day of resignation.
5. Prior to the year in which tenure may be granted, probationary teachers will be notified in writing as soon as a decision is made, but in no event later than April 30. Such notice shall not be construed as a guarantee of employment, but rather an intent to retain the teacher in a specific position should such position exist in the ensuing school year.

H. Educational Improvement:

Whereas the faculty of the Chateaugay Central School constitutes a professional body whose training and experience particularly qualifies it for the education process, the Board will be required to seek input from the Association over matters concerning the education process. The Association will also be allowed to give input to the Board of areas of concern it has with the education process. A reasonable amount of time will be given for this input before changes are made in matters concerning the education process. It is understood this input is of a meet and confer nature.

ARTICLE VII - PHYSICAL EXAMINATIONS

- A. The Superintendent may require a physical examination of any teacher at any time it appears that a teacher's fitness to carry on the normal responsibilities of his/her assignment is in doubt. Examinations may be made by the school physician (at school expense). If the teacher or District desires an additional opinion, a mutually agreed upon physician will be utilized. The expense will be shared equally.

ARTICLE VIII - LEAVE POLICY

A. Sick Leave:

Teachers shall be granted cumulative sick leave for personal illness at a rate of fourteen (14) days per year to a maximum of 200 days without loss of pay. None of the accumulated days shall be used for other than personal illness except as provided in subdivision (B) and (C) of this article.

B. Family Illness:

Teachers may be granted a maximum of five (5) days leave annually for serious family illness, to be taken from accumulated sick leave.

C. Death In the Family:

Teachers may be granted up to five (5) days leave for each occurrence of death in the immediate family, to be taken from accumulated sick leave.

D. Extended Hardship Leave:

In the event a teacher has exhausted his or her sick leave, the teacher may request the Board's consideration for granting up to forty (40) days of extended sick leave. The Board agrees that their decision will not be made in an arbitrary manner.

E. Compensable Injury Leave:

Whenever a teacher is absent from school as the result of a compensable personal injury caused by an accident or assault arising out of or in the cause of his employment, he/she will be paid in full salary for a total of not to exceed 26 weeks.

No part of such absence will be charged to his/her annual or accumulated sick leave provided Workers Compensation is granted.

No obligation shall be imposed upon the District to make payments under this sub-division until such time as it has received notice that the claim is not to be controverted or notice has been received that an award has been made and the time to appeal there from has expired.

Nothing herein contained shall be so construed as to deprive the District of the right to reimbursement to the extent of its payment to the teacher as provided by the Workers Compensation Law or to recover such payments from the procurer of a third party action.

F. Extended Leave:

A leave of absence without pay or increment up to one (1) year may be granted for personal reasons at the discretion of the Board. Additional leave may be granted at the discretion of the Board.

Any teacher on tenure whose personal illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay for a period not to exceed three (3) years or until recovery, whichever occurs sooner.

A teacher may terminate the leave of absence prior to the schedule expiration date of such leave with the consent of the Board of Education.

All the benefits to which a teacher was entitled to at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position. A teacher who returns from such leave will receive at least the same salary he/she was on when the leave commenced, except that a teacher, having served at least one half of the days (1/2 being defined as 1/2 of the days in the current school calendar) in the school year in which the leave commenced, shall be placed be entitled to a salary increase as specified in Appendix A for teachers (or Appendix B for all others) provided that leave and return do not occur within the same school year.

All requests for extended leave or extensions or renewals of such leave must be in the form of a written request to the Superintendent and are subject to the approval of the Board. The decision of the Board will be conveyed to the employee in writing within thirty (30) days.

A teacher on leave of absence for a school year or more shall notify the Superintendent as to his intention to return to service at least five (5) months prior to the expiration date of such leave. Notification shall be by registered mail unless circumstances prevent such mailing, in which event the teacher will give such notice as soon as possible by this or other means. Failure to notify the Superintendent as provided above shall constitute a resignation.

Unpaid leave in conjunction with the birth or adoption of a child will be treated as extended leave, except that it may be granted for two years.

G. Authorized Absences for Special Conditions:

Authorized absence may be granted to teachers under the following conditions; such absences shall not be deducted from accumulated sick leave or personal leave:

For attendance upon official business of the school when and as approved by the Superintendent, with full pay. All normal expenses for such conferences shall be paid by the District, and if the teachers drive their own car, they shall receive a travel allowance in conformity with the established per mile rate.

A total of seven (7) professional days at full pay shall be allocated to the Association for the officers and members to attend NYSUT meetings in each of the school years 2005-2006 through 2008-2009. The district will not pay any expenses for meetings attended under this provision. The members of the Association shall determine which of its members use these days with the understanding that no one person shall use more than four (4) days in a single year.

H. Personal Leave:

Each full time teacher shall be entitled to three (3) days personal leave at full pay, non-cumulative per year. Requests for personal leave shall be submitted to the appropriate school administrator at least 24 hours in advance. In case of emergency, advance notice is waived and shall be submitted on the next working day. Although teachers need not specify the exact nature of the use of personal leave, it is understood by both parties that the intended purpose of personal leave is limited to instances of personal business and essential obligations that are impossible to transact outside the normal working day. Personal leave may not be used to extend vacation time without prior authorization by the Board of Education as the result of a written request.

The appropriate school administrator shall determine the number of teachers permitted to be absent at any one time for personal leave.

Teachers who are subpoenaed as jury members, witnesses, or principals in a court of law shall be granted leave without financial loss or loss of leave days. Leave under the provisions of this paragraph shall be limited to three (3) days, with the exception of jury duty.

Unused personal leave shall be transferred to accumulated sick leave at the end of each school year.

ARTICLE IX - PERSONNEL FOLDER

- A. No material shall be filed or maintained unless teachers have had an opportunity to examine the material. Teachers must affix their signature on the actual copy to be kept with the express understanding that such signature merely signifies that they have examined the material. Such signature does not necessarily indicate agreement with the material.
- B. Upon request, teachers shall have the right to review, copy or photocopy the contents of their file in the presence of a representative of the Superintendent. They shall be entitled to have a personally selected representative accompany them during such review.
- C. Teachers shall have fifteen (15) school days to insert written explanations or responses to material in their personnel file. No material from the personnel folder may be forwarded to any outside agency without the permission of the teacher.
- D. There shall be only one official personnel folder for each teacher maintained by the District. Such folder is subject to the conditions of paragraphs A, B, and C above. This folder will be the exclusive repository for all teacher evaluations. Any other material that will be considered on the question of tenure or dismissal or discipline shall be evidenced by written summary or other written reference to records and placed in the folder.

ARTICLE X - TEACHER EVALUATION

- A. Classroom observation and evaluation of teachers will be based on the following guidelines:
1. Probationary teachers shall receive at least four (4) observations per year by the administrative staff.

ARTICLE XI - SALARY INFORMATION 2005-06, 2006-07, 2007-08 & 2008-2009

- A. See Appendix A for teachers
- (1) Salary adjustments due to completion of additional graduate hours or a first Master's degree will be made semi-annually. Documentation of credit hours or a degree earned during the months of January through August will be filed no later than October 30th. For credit hours or a degree earned during the months of September through December, documentation will be submitted by March 1. Hours or a degree submitted after these dates will not be credited until the following semester and will not be retroactive. The district is responsible for making salary adjustments for additional graduate hours or a first Master's degree only from the time authoritative documentation is filed in the payroll office, and later approved by the Superintendent. By signing the individual salary notice prepared each June, the teacher is agreeing to the graduate hours and degree status stated therein and waives and forfeits the right to later apply or appeal for a retroactive adjustment. A teacher first eligible for a salary adjustment at the beginning of the second semester shall receive one half (1/2) the full year amount.

- (2) Salary payments will be granted on the written consent of the teacher to be made in the following manner:

Twenty two (22) checks a year payable at the following rate: Twenty-one checks paid on a 1/26 basis. One check paid on a 5/26 basis, payable the last payroll in June - or -

Twenty two (22) checks paid on a 1/22 basis. Unless written consent form is filed, the basis for payment shall be 1/22.

See Appendix B for teaching assistants and others

B. Extra Duty:

Non-Compensable Assignments:

Extra-curricular assignments will normally not exceed one period per week during school hours or fifteen hours per school year for activities outside the school day.

Teachers will not be required extra duty in excess of the above nor will a teacher be deprived of the opportunity of volunteering his/her services in the area of extra-curricular activities by any wording contained in this agreement.

Compensable Assignments:

The following activities, if implemented, which are carried on outside of the normal school day will be compensated for as per the schedule. See Appendix C

The pay for any activity initiated during the life of this agreement will be arrived at between the Association and the District. The amounts indicated are for full programs in the activities listed. NOTE: If assignments are shared with another, the amount listed will be prorated as per mutual agreement of the parties involved.

Teachers wishing to be considered for appointment to any compensable activity must submit their request in writing to the Board within 2 weeks of the posting of the vacancy notice. To allow for proper planning and recruitment, incumbents in any compensable activity who do not wish to continue for another year/season should notify the Superintendent of their intention in writing no later than 30 days after the conclusion of the year/season.

C. Health Insurance:

1. Coverage

Health insurance will be provided through the FEH Health Insurance Consortium as delineated in the Memorandum of Understanding dated 9/12/96 and subsequently amended. Copies of the original memorandum and all subsequent amendments are available in the Main Office. The Board agrees to pay 100% of the cost for coverage for active employees and their dependents.

Additionally the Board agrees to pay 100% of the cost for coverage for retired employees and their dependents when the following conditions have been satisfied:

- a. Have a minimum of 10 years of service to Chateaugay Central School in a position or positions that qualified the unit member for health insurance.
- b. Be eligible for either a disability or service retirement through the New York State Teacher's Retirement System.
- c. Be actively enrolled in the current health insurance plan at the time of retirement.
- d. Actually retire into the NYS TRS. The District may require evidence that the member has an application to retire on file as of the stated date of retirement.

2. Withdrawal from Consortium

In the event the Board wishes to withdraw from the Consortium in order to change plans, it will provide a plan equal to or better than the current plan.

In the event a dispute arises concerning such withdrawal, the remedy will be through the binding arbitration provision of this Agreement.

3. Payment in Lieu of Coverage

Active unit members who are eligible for family coverage, other than those eligible for "Super" family coverage within the FEH Health Insurance Consortium, shall have the option to decline health insurance and prescription drug coverage in return for a yearly cash payment as described below. Members must apply annually to the Business Office for payment in lieu of coverage. For married employees the application shall include the signature of the spouse of the unit member indicating awareness and approval of the application. Applications shall be for the period October 1 through September 30 and must be submitted by September 20th.

The payment for waiving family health insurance and prescription drug coverage shall be \$1,500. This amount is considered ordinary income, but may be used to increase the amount set aside for un-reimbursed medical expenses or dependent childcare.

The option to receive payment in lieu of coverage may be exercised each year and such amount shall be paid to the unit member in equal installments (22 or 26) as determined by the number of months worked.

Active employees shall have the right to have their insurance coverage reinstated immediately upon major "change of life circumstances" such as death or divorce. (See the Plan Document for a complete list.) Absent such a change, reinstatement is available only at the open enrollment date of October 1. Preexisting conditions will be covered with no waiting period. If a unit member re-enrolls, payment in lieu of coverage will be prorated appropriately.

This agreement, or the use of thereof, will not diminish in any way a unit member's right to district paid coverage during retirement, COBRA coverage, surviving spouse coverage, or any other benefits guaranteed by the FEH Health Insurance Consortium, the negotiated employees' contract, or existing law.

Unless extended by subsequent negotiations, this agreement shall be effective only from the date of ratification until June 30, 2009 and may only be exercised for any or all of the periods:

10/01/05 - 09/30/06

10/01/06 - 09/30/07

10/01/07 - 09/30/08

10/01/08 - 09/30/09

ARTICLE XII - GRIEVANCE PROCEDURE

Section I - Declaration of Purpose:

Whereas, the establishment of maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or the courts.

Section II - Definitions:

2.1 A grievance shall mean a complaint by the CTA, a teacher, or teachers in the bargaining unit (1) that there has been as to him or a group of teachers, a violation, misinterpretation or inequitable application of any of the provisions of this agreement, (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to

established policy or practice governing or affecting teachers, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

- 2.2 The term Supervisor shall mean any principal or other administrative supervisory officer responsible for the area in which an alleged grievance arises, except for the chief executive officer.
- 2.3 The Superintendent is the Superintendent of Schools within the district.
- 2.4 Association shall mean the Chateaugay Chapter of the New York State United Teachers.
- 2.5 Aggrieved Party shall mean the CTA as well as any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Chateaugay Chapter of New York State United Teachers.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III - Procedures:

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- 3.2 Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the association.
- 3.3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the association directly at Stage 2 described below.
- 3.4 The preparation and processing of grievances, insofar as practicable shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.5 The Board of Education and the association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- 3.6 Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, and party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, taking appeals and making report and recommendations and other necessary documents will be jointly developed by the Board and the Association.
- 3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- 3.10 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.11 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.12 The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party, and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2 and 3 will advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board but shall not be deemed in public record.
- 3.13 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other form.

Section IV - Time Limits:

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 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 party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.4 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Stage 1: Supervisor:

- a. A teacher having a grievance will discuss it with his/her supervisor either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all 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 or a written report shall be submitted to the aggrieved person informing him/her as to content and source of evidence submitted against him/her. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his/her representative and the Association.

- c. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) school days after the aggrieved party knew, or should have known, of the events or conditions on which it is based.

Stage 2: Superintendent:

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within ten (10) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the teacher, the Grievance Committee and its representatives within ten (10) school days after the conclusion of the hearing.

Stage 3: Board of Education:

- a. If the teacher and/or the Association are not satisfied with the written decision at the conclusion of Stage 2, the teacher or Association may file a written appeal with the President of the Board of Education within ten (10) school days after receipt of the decision at Stage 2.
- b. Within ten (10) school days, the Board of Education will hold a hearing in executive session.
- c. The Board of Education shall render a written decision within fifteen (15) school days after the conclusion of the hearing.

Stage 4: Arbitration:

- a. After such hearing, if the teacher and/or the Association are not satisfied with the decision at Stage 3 and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- b. 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 the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party will make a request for a list of arbitrators to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he shall be without power or authority to make any decisions:
 1. which would alter, modify or vary in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law;
 2. involving Board policy under the provisions of this agreement, under Board by-laws, or under applicable law, except that he may decide in a particular case that Board policy was disregarded or that its attempted application of any term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of policy;
 3. limiting or interfering in any way with the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.
- d. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

- e. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

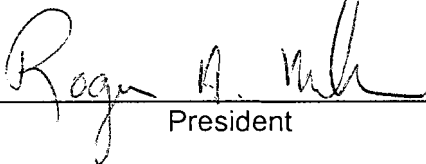
ARTICLE XIII - ZIPPER CLAUSE

The parties agree that all matters to be negotiated have been considered and that no new matters shall be taken up during the life of the agreement period except by mutual agreement between the district and the CTA.

ARTICLE XIV - TERM OF AGREEMENT

Subject to provision of Section 204a of the Civil Service Law, this Agreement shall become effective July 1, 2005 and shall continue in effect to June 30, 2009.

CHATEAUGAY CHAPTER OF
NEW YORK STATE UNITED TEACHERS



President

SUPERINTENDENT OF SCHOOLS
CHATEAUGAY CENTRAL
SCHOOL DISTRICT



By: 

Chairman, Negotiations Committee

By: _____

By: _____

**APPENDIX A
TEACHER'S SALARY INFORMATION**

CONTINUING EMPLOYEES

A. Each teacher continuously employed by Chateaugay Central School shall receive annual salary increases as follows:

| | |
|-----------|------|
| 2005-2006 | 3.7% |
| 2006-2007 | 3.7% |
| 2007-2008 | 3.8% |
| 2008-2009 | 3.8% |

B. In addition to the above increases continuing employees will receive increases for additional graduate study hours, in 6 hour blocks, and for an earned Masters degree.

The salary adjustment for these two items will be made consistent with the provisions of Article XI and at the following rates for the year in which the hours or degree is first credited:

| | 6 Hours | Masters |
|-----------|---------|---------|
| 2005-2006 | \$181 | \$362 |
| 2006-2007 | \$188 | \$376 |
| 2007-2008 | \$195 | \$390 |
| 2008-2009 | \$202 | \$404 |

NEW EMPLOYEES

A. Minimum starting salary, exclusive of payment for graduate hours or Masters degree, shall be:

| | |
|-----------|----------|
| 2005-2006 | \$35,400 |
| 2006-2007 | \$36,600 |
| 2007-2008 | \$37,800 |
| 2008-2009 | \$39,000 |

B. Future salary adjustments shall be determined by the rates and percentages listed for continuing employees.

APPENDIX B

TEACHING ASSISTANTS - CONTINUING EMPLOYEES

Each teaching assistant continuously employed by Chateaugay Central School shall receive annual salary increases as follows:

| | |
|-----------|------|
| 2005-2006 | 3.7% |
| 2006-2007 | 3.7% |
| 2007-2008 | 3.8% |
| 2008-2009 | 3.8% |

TEACHING ASSISTANTS - NEW EMPLOYEES

The initial salary of a newly hired teaching assistant will be as follows:

| | | 2 year degree | 3 year degree | 4 year degree |
|--------------------|-------|------------------|------------------|------------------|
| Starting salaries: | 05-06 | 19,425 | 19,925 | 20,425 |
| | 06-07 | 20,125 | 20,625 | 21,125 |
| | 07-08 | 20,825 | 21,325 | 21,825 |
| | 08-09 | 21,525 | 22,025 | 22,525 |

Note: Once employed, teaching assistants will receive the same percentage increase as all other teaching employees; 3.7% in 06-07 and 3.8% in 07-08 and 08-09.

LONG TERM SUBSTITUTES

Substitutes employed from 25 to 89 days in the same assignment will be compensated at the following daily rates:

| | |
|---------------|-----|
| 05-06 & 06-07 | 110 |
| 07-08 & 08-09 | 115 |

Substitutes employed 90 days or more in the same assignment shall be considered salaried employees and placed on Step 1 of the salary schedule. They are eligible for health insurance coverage as prescribed in Article XI Section C and other benefits, prorated as appropriate to the length of service.

PERMANENT SUBSTITUTES

When these positions exist, the base salary shall be computed as 180 times the long term (25-89 day) substitute rate currently in effect. Any deviation from this will require agreement among the incumbent, the Association, and the District. This position is considered full time teaching for determination of eligibility for benefits with the exception that only single health insurance will be provided. If a permanent substitute waives his/her health insurance coverage, the base pay will be increase by \$1,800.

SUMMER DRIVER EDUCATION - 3 PERIODS DAILY

| | |
|-------|-------|
| 05-06 | 6,000 |
| 06-07 | 6,200 |
| 07-08 | 6,400 |
| 08-09 | 6,600 |

APPENDIX C

COMPENSABLE ACTIVITIES

| 2005-2006 | | | | | |
|-----------------------|----------|-------|-------|-------|-------|
| BASE 100% | 3973 | | | | |
| Years in Position | | 1-3 | 4-5 | 6-10 | 11+ |
| SOCCER | | | | | |
| Varsity | 75% | 2,831 | 2,980 | 3,129 | 3,278 |
| JV | 60% | 2,265 | 2,384 | 2,503 | 2,622 |
| Modified | 60% | 2,265 | 2,384 | 2,503 | 2,622 |
| BASKETBALL | | | | | |
| Varsity | 100% | 3,774 | 3,973 | 4,172 | 4,370 |
| JV | 75% | 2,831 | 2,980 | 3,129 | 3,278 |
| 8 th grade | 25% | 944 | 993 | 1,043 | 1,093 |
| 7 th grade | 25% | 944 | 993 | 1,043 | 1,093 |
| Cheerleading | 60% | 2,265 | 2,384 | 2,503 | 2,622 |
| SPRING SPORTS | | | | | |
| Varsity | 75% | 2,831 | 2,980 | 3,129 | 3,278 |
| JV | 60% | 2,265 | 2,384 | 2,503 | 2,622 |
| Mod/Asst | 60% | 2,265 | 2,384 | 2,503 | 2,622 |
| SCORERS/TIMERS | | | | | |
| Soccer Timer | Per diem | | 35 | | |
| BB Timer | Per diem | | 40 | | |
| BB Scorebook | Per diem | | 40 | | |
| BB Scoreboard | Per diem | | 40 | | |
| BB shot clock | Per diem | | 40 | | |
| MUSICAL | | | | | |
| Director/Producer | 75% | 2,831 | 2,980 | 3,129 | 3,278 |
| Co-Dir/Accompanist | 75% | 2,831 | 2,980 | 3,129 | 3,278 |
| Co-Dir/Pit Band | 30% | 1,132 | 1,192 | 1,251 | 1,311 |
| ADVISORS | | | | | |
| Senior Play | 40% | 1,510 | 1,589 | 1,669 | 1,748 |
| Junior Class | 25% | 944 | 993 | 1,043 | 1,093 |
| Senior Class | 25% | 944 | 993 | 1,043 | 1,093 |
| Yearbook | 80% | 3,019 | 3,178 | 3,337 | 3,496 |
| Athletic Assoc. | 15% | 566 | 596 | 626 | 656 |
| Ski Club (2) | Per Diem | 76 | 80 | 84 | 88 |

Note: The duties of FFA Advisor, Vocal Music, and Instrumental Music, positions which were at one time listed on this schedule, are now included in the job descriptions of these teachers and are compensated on the basis of 15 days @ 1/200 of their base salary. It is understood and agreed that, should the duties of any of these positions change substantially, the number of days may be adjusted up or down.

APPENDIX C

COMPENSABLE ACTIVITIES

| | | | | | |
|-----------------------|----------|-------|-------|-------|-------|
| 2006-2007 | | | | | |
| BASE 100% | 4124 | | | | |
| Years in Position | | 1-3 | 4-5 | 6-10 | 11+ |
| SOCCER | | | | | |
| Varsity | 75% | 2,938 | 3,093 | 3,248 | 3,402 |
| JV | 60% | 2,351 | 2,474 | 2,598 | 2,722 |
| Modified | 60% | 2,351 | 2,474 | 2,598 | 2,722 |
| BASKETBALL | | | | | |
| Varsity | 100% | 3,918 | 4,124 | 4,330 | 4,536 |
| JV | 75% | 2,938 | 3,093 | 3,248 | 3,402 |
| 8 th grade | 25% | 979 | 1,031 | 1,083 | 1,134 |
| 7 th grade | 25% | 979 | 1,031 | 1,083 | 1,134 |
| Cheerleading | 60% | 2,351 | 2,474 | 2,598 | 2,722 |
| SPRING SPORTS | | | | | |
| Varsity | 75% | 2,938 | 3,093 | 3,248 | 3,402 |
| JV | 60% | 2,351 | 2,474 | 2,598 | 2,722 |
| Mod/Asst | 60% | 2,351 | 2,474 | 2,598 | 2,722 |
| SCORERS/TIMERS | | | | | |
| Soccer Timer | Per diem | | 35 | | |
| BB Timer | Per diem | | 40 | | |
| BB Scorebook | Per diem | | 40 | | |
| BB Scoreboard | Per diem | | 40 | | |
| BB shot clock | Per diem | | 40 | | |
| MUSICAL | | | | | |
| Director/Producer | 75% | 2,938 | 3,093 | 3,248 | 3,402 |
| Co-Dir/Accompanist | 75% | 2,938 | 3,093 | 3,248 | 3,402 |
| Co-Dir/Pit Band | 30% | 1,175 | 1,237 | 1,299 | 1,361 |
| ADVISORS | | | | | |
| Senior Play | 40% | 1,567 | 1,650 | 1,732 | 1,815 |
| Junior Class | 25% | 979 | 1,031 | 1,083 | 1,134 |
| Senior Class | 25% | 979 | 1,031 | 1,083 | 1,134 |
| Yearbook | 80% | 3,134 | 3,299 | 3,464 | 3,629 |
| Athletic Assoc. | 15% | 588 | 619 | 650 | 680 |
| Ski Club (2) | Per Diem | 79 | 83 | 87 | 92 |

Note: The duties of FFA Advisor, Vocal Music, and Instrumental Music, positions which were at one time listed on this schedule, are now included in the job descriptions of these teachers and are compensated on the basis of 15 days @ 1/200 of their base salary. It is understood and agreed that, should the duties of any of these positions change substantially, the number of days may be adjusted up or down.

APPENDIX C

COMPENSABLE ACTIVITIES

| 2007-2008 | | | | | |
|-----------------------|----------|-------|-------|-------|-------|
| BASE 100% | 4281 | | | | |
| Years in Position | | 1-3 | 4-5 | 6-10 | 11+ |
| SOCCER | | | | | |
| Varsity | 75% | 3,050 | 3,211 | 3,371 | 3,532 |
| JV | 60% | 2,440 | 2,569 | 2,697 | 2,825 |
| Modified | 60% | 2,440 | 2,569 | 2,697 | 2,825 |
| BASKETBALL | | | | | |
| Varsity | 100% | 4,067 | 4,281 | 4,495 | 4,709 |
| JV | 75% | 3,050 | 3,211 | 3,371 | 3,532 |
| 8 th grade | 25% | 1,017 | 1,070 | 1,124 | 1,177 |
| 7 th grade | 25% | 1,017 | 1,070 | 1,124 | 1,177 |
| Cheerleading | 60% | 2,440 | 2,569 | 2,697 | 2,825 |
| SPRING SPORTS | | | | | |
| Varsity | 75% | 3,050 | 3,211 | 3,371 | 3,532 |
| JV | 60% | 2,440 | 2,569 | 2,697 | 2,825 |
| Mod/Asst | 60% | 2,440 | 2,569 | 2,697 | 2,825 |
| SCORERS/TIMERS | | | | | |
| Soccer Timer | Per diem | | 35 | | |
| BB Timer | Per diem | | 40 | | |
| BB Scorebook | Per diem | | 40 | | |
| BB Scoreboard | Per diem | | 40 | | |
| BB shot clock | Per diem | | 40 | | |
| MUSICAL | | | | | |
| Director/Producer | 75% | 3,050 | 3,211 | 3,371 | 3,532 |
| Co-Dir/Accompanist | 75% | 3,050 | 3,211 | 3,371 | 3,532 |
| Co-Dir/Pit Band | 30% | 1,220 | 1,284 | 1,349 | 1,413 |
| ADVISORS | | | | | |
| Senior Play | 40% | 1,627 | 1,712 | 1,798 | 1,884 |
| Junior Class | 25% | 1,017 | 1,070 | 1,124 | 1,177 |
| Senior Class | 25% | 1,017 | 1,070 | 1,124 | 1,177 |
| Yearbook | 80% | 3,254 | 3,425 | 3,596 | 3,767 |
| Athletic Assoc. | 15% | 610 | 642 | 674 | 706 |
| Ski Club (2) | Per Diem | 82 | 86 | 90 | 95 |

Note: The duties of FFA Advisor, Vocal Music, and Instrumental Music, positions which were at one time listed on this schedule, are now included in the job descriptions of these teachers and are compensated on the basis of 15 days @ 1/200 of their base salary. It is understood and agreed that, should the duties of any of these positions change substantially, the number of days may be adjusted up or down.

APPENDIX C

COMPENSABLE ACTIVITIES

| 2008-2009 | | | | | |
|-----------------------|----------|-------|-------|-------|-------|
| BASE 100% | 4444 | | | | |
| Years in Position | | 1-3 | 4-5 | 6-10 | 11+ |
| SOCCER | | | | | |
| Varsity | 75% | 3,166 | 3,333 | 3,500 | 3,666 |
| JV | 60% | 2,533 | 2,666 | 2,800 | 2,933 |
| Modified | 60% | 2,533 | 2,666 | 2,800 | 2,933 |
| BASKETBALL | | | | | |
| Varsity | 100% | 4,222 | 4,444 | 4,666 | 4,888 |
| JV | 75% | 3,166 | 3,333 | 3,500 | 3,666 |
| 8 th grade | 25% | 1,055 | 1,111 | 1,167 | 1,222 |
| 7 th grade | 25% | 1,055 | 1,111 | 1,167 | 1,222 |
| Cheerleading | 60% | 2,533 | 2,666 | 2,800 | 2,933 |
| SPRING SPORTS | | | | | |
| Varsity | 75% | 3,166 | 3,333 | 3,500 | 3,666 |
| JV | 60% | 2,533 | 2,666 | 2,800 | 2,933 |
| Mod/Asst | 60% | 2,533 | 2,666 | 2,800 | 2,933 |
| SCORERS/TIMERS | | | | | |
| Soccer Timer | Per diem | | 35 | | |
| BB Timer | Per diem | | 40 | | |
| BB Scorebook | Per diem | | 40 | | |
| BB Scoreboard | Per diem | | 40 | | |
| BB shot clock | Per diem | | 40 | | |
| MUSICAL | | | | | |
| Director/Producer | 75% | 3,166 | 3,333 | 3,500 | 3,666 |
| Co-Dir/Accompanist | 75% | 3,166 | 3,333 | 3,500 | 3,666 |
| Co-Dir/Pit Band | 30% | 1,267 | 1,333 | 1,400 | 1,467 |
| ADVISORS | | | | | |
| Senior Play | 40% | 1,689 | 1,778 | 1,866 | 1,955 |
| Junior Class | 25% | 1,055 | 1,111 | 1,167 | 1,222 |
| Senior Class | 25% | 1,055 | 1,111 | 1,167 | 1,222 |
| Yearbook | 80% | 3,377 | 3,555 | 3,733 | 3,911 |
| Athletic Assoc. | 15% | 633 | 667 | 700 | 733 |
| Ski Club (2) | Per Diem | 86 | 90 | 95 | 99 |

Note: The duties of FFA Advisor, Vocal Music, and Instrumental Music, positions which were at one time listed on this schedule, are now included in the job descriptions of these teachers and are compensated on the basis of 15 days @ 1/200 of their base salary. It is understood and agreed that, should the duties of any of these positions change substantially, the number of days may be adjusted up or down.