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

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Sewanhaka District (2005)**

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# AGREEMENT

THE BOARD OF EDUCATION  
of  
The SEWANHAKA  
CENTRAL HIGH SCHOOL DISTRICT

of  
ELMONT, FLORAL PARK, FRANKLIN SQUARE  
and NEW HYDE PARK

and  
CHAIRPERSON'S ASSOCIATION  
SEWANHAKA DISTRICT

July 1, 2005 – June 30, 2008

RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 22 2005

ADMINISTRATION

BOARD OF EDUCATION

OF

SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT OF ELMONT, FLORAL PARK,  
FRANKLIN SQUARE AND NEW HYDE PARK

AGREEMENT made this 27<sup>th</sup> day of September 2005 between the Board of Education of Sewanhaka Central High School District (hereinafter called the "Board") and the Chairperson's Association Sewanhaka District (hereinafter called "CASD"):

ARTICLE I RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: The CASD, having been selected by a majority of department chairpersons and district coordinators in an appropriate administrative and supervisory unit, is hereby recognized as the exclusive negotiating agent for all department chairpersons and district coordinators in the determination of their terms and conditions of employment; such recognition to continue through June 30, 2008 and thereafter for the maximum period permitted by law.

B. No Strike Pledge: So long as CASD is the exclusive negotiating agent as aforesaid, the CASD agrees to comply with the provisions of the Public Employees Fair Employment Law, prohibiting strikes as said Law is now in effect or may be hereafter amended.

ARTICLE II DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2005 and shall continue in full force and effect until June 30, 2008.

ARTICLE III STATUTORY LIMITATIONS

A. Conflict with Statutes and Law: In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail, but the balance of the contract shall remain in full force and effect.

If any wage or fringe benefit increase provided for herein or any portion thereof, may not be implemented because of applicable legislation, Executive Order of the President of the United States, Wage and Price Stabilization Regulation, etc., such increase or portion thereof, shall become effective at such time, in such amounts, and for such periods retroactively and prospectively as will be permitted by law during the life of this Agreement and any extension thereof.

B. Any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

ARTICLE IV DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the Board, with a copy to be provided to each unit member of CASD and additional 25 copies to be provided for the Association.

ARTICLE V AGENCY FEE/DUES DEDUCTION

So long as the CASD is the lawful, exclusive collective negotiating agent of the department chairpersons and district coordinators, the Board shall deduct dues for the CASD from the salaries of those department chairpersons and district coordinators who individually and voluntarily authorize the Board, in writing, on the form obtained from the Board, to make said deductions. The Board shall transmit the monies so deducted to the CASD. Any department chairperson and district coordinator may rescind such authorization by written notice to both the CASD and the Superintendent of Schools.

So long as the CASD is the lawful, exclusive collective bargaining agent of the chairperson's unit, every member of the bargaining unit who does not authorize dues deduction shall, within 60 days after the initial date of employment, pay to the CASD an Agency Fee. Such fee shall be certified to the District by the CASD and shall be consistent with requirements of law. The CASD shall forward to the District a list of non-members and the sum of money to be deducted from each unit member's paycheck for the Agency Fee. Said amount shall be deducted from each unit member's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of members of the CASD. Not later than 30 days after receipt of a list of non-members, the District shall forward said amount to the CASD.

ARTICLE VI HOURS

It is recognized by both parties that a typical work-day for a department chairperson in the Sewanhaka Central High School District does not exist. There are elements of common expectations, however, that the District and CASD expect incumbents to perform such as:

- a. being present before the start of the school day to ensure that the department area and staff are ready to provide quality instruction daily;
- b. being present after the end of the school day to ensure that the department area is properly closed and secured at the end of the school day;
- c. being present at functions such as the following when the expertise or representation of the chairperson is important: graduation, awards programs, building and district administrative meetings, parent conferences, orientation programs, PTA meetings, college and career nights, Board meetings, candidate interviews;
- d. completing peak workload materials such as scheduling and evaluations on a timely basis.

ARTICLE VII NUMBER OF CLASSES

The maximum number of classes which may be assigned to a chairperson is determined by the grouping of the department. The following group and class assignments will be utilized:

<u>Group</u>	<u>Maximum No. of Classes</u>
A. Special Education	1
B. English, Social Studies, Math, Science and Physical Education	2
C. Foreign Language, Business Education, ESL and FCS	3
D. Art and Music	4

An individual chairperson who volunteers to teach more classes than the numbered specified herein, when that chairperson deems it to be in the best interest of the program, shall receive additional compensation as follows:

Full-Year Classes - \$14,000.00  
Half-Year Classes - \$ 7,000.00

If a person is both a District Coordinator and Chairperson, the number of class periods shall be one less than indicated above. The exception to this shall be the chairpersons of ESL and Family and Consumer Science who shall serve as Coordinators without reduction in the number of classes indicated above.

There shall be no combining of the following coordinators by the District: English, social studies, math, science, foreign language, ESL, Family and Consumer Science.

## ARTICLE VIII EMERGENCY ABSENCE OF TEACHERS

During the term of this agreement, each chairperson shall cover up to twenty (20) emergency absences. An emergency absence is defined as follows:

- a) a teacher in the chairperson's department is late for the start of his/her classroom duties at the beginning of the school day;
- b) a teacher in the chairperson's department must leave a classroom during the school day;
- c) unavailability of a teacher competent to cover the absence from the classroom of a teacher in the chairperson's department.

## ARTICLE IX ABSENCES OF CHAIRPERSONS

During the term of this agreement, the absences of chairpersons shall be covered by teachers. Whenever possible, the teachers assigned shall be from that department and shall be volunteers for such assignments.

## ARTICLE X CLASS SIZE

There shall be an equitable distribution of class load. No academic class taught by a department chairperson or a District Coordinator shall have a daily class load total in excess of thirty-two (32) students except (a) in cases of emergency, (b) odd schedule situations, or (c) as class load is otherwise specified by the contract with the Sewanhaka Federation of Teachers.

## ARTICLE XI SALARIES and DIFFERENTIAL

The base pay of a department chairperson and district coordinator for each year will be determined by the appropriate step and class on the teacher's salary schedule in effect each year of this contract, plus a differential for services as a chairperson regardless of department size or discipline of \$7,825 per year during the 2005-2006 school year; \$8,225 per year for the 2006-07 school year; and \$8,650 per year for the 2007-08 school year.

In addition to the base pay and differential payment, a chairperson may also receive the following:

- a. \$5,100 per year during the 2005-06 school year for services as a coordinator. This differential shall be increased to \$5,350 during the 2006-07 school year, and \$5,600 during the 2007-08 school year. The coordinators of ESL and FCS shall receive no stipend. Appointment to a position of coordinator shall be made annually for a one-year term. Coordinators shall be notified by April 15<sup>th</sup> of the preceding school year if they are to be recommended for appointment for the subsequent year.
- b. Athletic Directors shall also serve and be known as Chairpersons of Physical Education, and directly supervise the Health, Driver Education and Physical Education programs. In this capacity, they will be guaranteed not less than 20 paid supervisions for away varsity and junior varsity athletic contests, or home games during holiday periods when other supervisors are difficult to find. The rate of compensation shall be as specified in each year of the SFT contract for such supervision.
- c. Chairpersons required to work during non-school days shall be paid at the rate of 1/200<sup>th</sup> of their base pay. This rate of pay is to be prorated based upon an eight-hour workday. If a chairperson works six hours or more, he/she will be paid for a full day of work. This rate will apply whether or not the work is contiguous to the regular school year.
- d. Physical education chairpersons are to be paid a per diem rate of 1/200<sup>th</sup> of their base salary for 15 days of summer work. Ten days are at the option of the athletic director and if exercised, require prior approval by the building principal for the scheduling of these days. Five of these days are mandated days that include attendance of the chairperson/athletic director as follows:

1. Saturday - physical at Long Island Jewish in the month of August
2. The first three days of football practice in August.
3. The first day of all other fall sports in August.

e. Unsatisfactory Employees

The unit agrees to the implementation of an evaluation system by the Superintendent in accordance with the applicable provisions of the Board Policy No. 4117 and Regulation No. 4117. A member who is exhibiting deficiencies of the nature which would result in an unsatisfactory rating will be informed of said deficiencies verbally no later than February 1<sup>st</sup>. Should these deficiencies continue, a member will be advised of the same in writing by April 1<sup>st</sup>. The April 1<sup>st</sup> and February 1<sup>st</sup> notification requirements shall not apply where the Principal lacks actual knowledge of the deficiencies on the date in question or where the unsatisfactory rating is based upon a serious instance or misconduct that occurred after the April 1<sup>st</sup> date. A member who is rated unsatisfactory will be informed in writing by June 30<sup>th</sup> by the Superintendent who may deny up to one hundred percent of the annual raise in each year that an unsatisfactory rating is received. However, in the event that the unit member receives an unsatisfactory rating which results in the denying of part or all of a salary raise, that unit member shall have the right, either individually or through the Association, to have the amount of the annual raise denied reviewed by a three-member panel. The panel's function shall be limited solely to reviewing the monetary penalty. In the event the Superintendent denies a portion of all the salary increase, and the administrator requests the convening of the panel, then there will be no salary increase denied until a decision is rendered. In the event the panel affirms the Superintendent's determination to deny any portion of the salary increase, the District shall have the right to deduct the appropriate amount from the unit member's salary. Final determination as to denial of salary increase shall result in the creation of a new permanent lower adjusted base salary for that member. Members who are denied all or part of a salary increase will then follow their own individual salary schedule in subsequent years.

(a) Within ten working days of receipt by the unit member of the Superintendent's written decision denying a portion or all of the unit member's salary increase, the unit member or the Association shall inform the Superintendent in writing, of his/her intention to submit the matter to the three-member panel and shall set forth therein the name, address and telephone number of the individual selected by the unit member to serve on such panel. If such written notice is not sent to the Superintendent within the specified time period, the written decision of the Superintendent to deny a portion or all of the salary raise shall not be subject to panel review or reviewed by any court or administrative body. The Superintendent shall within twenty working days thereafter, notify the unit member of the name, address, and telephone number of the Board President or his designee, to serve on such a panel.

(b) That panel shall consist of three members. One member shall be selected by the unit member and one member shall be the President of the Board of Education, or his designee, who shall act as chairperson. The two individuals so selected and designated shall choose the third member of the panel within twenty working days thereafter. The third panel member must be an educator and shall be compensated up to \$600 for services. In the event the two panel members cannot agree on the selection of the third member than either or both panel members shall request the American Arbitration Association to designate an arbitrator who is familiar with school problems. The compensation for the third panel member shall be paid by the party that does not prevail. The unit member, the unit, the Superintendent, and the Board of Education will be so notified. A hearing shall be conducted by the panel, after school hours, within twenty working days of the selection of the third member of the panel. A written decision, without recourse to any court or administrative body, which shall be binding upon the parties, shall be rendered by the panel within twenty working days of the conclusion of the hearing. Such decision shall require the concurrence of two of the three members of the panel. The written decision of the panel will be a determination to affirm, deny, or modify the monetary penalty imposed by the Superintendent.

(c) Satisfactory or better ratings and the basis therefore, are not subject to this review procedure.

## ARTICLE XII TENURE LETTERS

While the building principal maintains responsibility for tenure recommendations, any tenure recommendation letter concerning a teacher should be signed by both the building principal and the department chairperson of the subject matter area in question. However, if the department chairperson dissents in any way from the recommendation of the building principal, the chairperson need not sign the recommendation; rather, such dissent may be expressed in a letter to the Assistant Superintendent for Personnel.

## ARTICLE XIII ASSISTANT CHAIRPERSON

For the purpose of determining if a Chairperson is eligible to have an assistant, the following formula shall be used:

Each tenured teacher of an academic department (English, Math, Science, Social Studies) shall have an assigned value of 1.0. Each non-tenured teacher of a department shall have a value of 2.0. Only full time teachers (.6 or more) shall be counted in this calculation. Leave replacements of six months or longer shall also be counted as non-tenured teachers. Should the total value points of any department be 22 or more during the 2005-2006 school year, or 21 or more during the 2006-2007 school year or 20 during the 2007-2008 school year, an assistant chairperson will be assigned to the department.

## ARTICLE XIV INTERVIEWING OF TEACHING CANDIDATES

Wherever practicable, a candidate for a teaching position in the District will be interviewed by a department chairperson.

Chairpersons participating in the interview process shall be paid at the rate of 1/200<sup>th</sup> of their base pay. This rate of pay shall be prorated based upon an eight-hour workday. If a chairperson works six hours or more, he/she shall be paid for a full day's work.

## ARTICLE XV INTERVIEWING OF DEPARTMENT CHAIRPERSON CANDIDATES

As department chairperson's positions or related interim positions become available within the District, a committee composed of at least one (1) department chairperson within the subject area involved will be afforded the opportunity to interview candidates.

## ARTICLE XVI INTERIM CHAIRPERSON

If a department chairperson is on leave from the District pursuant to any leave provided for in Article XXII of this Agreement, and if his/her position is to be filled during such leave, it will be filled only on an interim basis. The person filling the position of interim department chairperson shall be notified in writing of the interim nature of the appointment and, during such interim appointment, shall receive the same salary differential received by a permanent appointee to the position, if the interim appointee person has the appropriate administrative and supervisory certification.

## ARTICLE XVII CERTIFICATION

Subject to the rules of the Superintendent, new appointees to the position of the department chairperson shall be required to have certification as a Supervisor, as well as teaching certification in one of the subject areas involved. An effort will be made to obtain qualified, certificated chairpersons to fill all vacancies from within the School District. If an uncertificated individual is employed as teacher-in-charge, that employment will be conditional upon obtaining six (6) credits towards certification at the end of the individual's first full year of employment, and an additional six (6) credits at the end of the second year of employment and certification as a supervisor at the end of the third year of employment.

## ARTICLE XVIII MASTER SCHEDULE

Each building principal shall consult the department chairperson in his school, insofar as their respective departments are affected, concerning construction of the master schedule, assignment of teachers to that schedule, and the making of any change therein. If the need for revision in a department's master schedule arises during the summer months, the chairperson of each department shall be consulted whenever possible. If, during the summer month, the building principal is unable to reach the chairperson, a letter shall be sent to him advising him of any changes made.

Copies of the master schedule for each department in a building shall be transmitted to the department chairperson as soon as such schedules are complete. Three (3) copies of the master schedule for each building are to be transmitted to the CASD, upon request no later than October 1<sup>st</sup> of each school year.

## ARTICLE XIX TEACHER PROPOSALS

The District negotiator or a representative thereof, shall consult with any department chairperson specifically affected by collective negotiation proposals submitted by the teacher organization prior to or at the commencement of collective negotiations with said teacher organization.

## ARTICLE XX CALENDAR

The calendar or work year shall be the same as the teachers with the exception of one additional day. This day shall be scheduled with the approval of the building principal. This day shall be scheduled after graduation and before the start of school, and consist of one 7-hour day, or two 4-hour days.

## ARTICLE XXI MAIL BOXES

Mail boxes shall be available to the CASD without censorship. Copies of boxed material shall be sent to the Superintendent of Schools at the time of boxing. Only signed or otherwise authenticated (as to source) materials are to be placed in any mail boxes.

## ARTICLE XXII LEAVES

A. Personal Leave: Each department chairperson and district coordinator may be granted, without salary deduction, personal leave during the school year in accordance with the terms and provisions of the Article covering "Personal Leave" in the agreement or agreements between the District and the Sewanhaka Federation of Teachers.

Chairpeople who use no more than six (6) sick days in any one school year may "cash in" up to two (2) unused personal days each year. Said payment is to be made at the individual chairperson's per diem rate of pay. Such payments are to be made no later than August 15<sup>th</sup>.

B. Sick Leave: Each department chairperson and district coordinator shall be permitted during the school year, without salary deduction, twelve (12) days of sick leave.

Eligibility for such leave shall not begin until the end of one (1) month's service in the District on a full-time basis, at which time the employee shall be credited with an advance bank of twelve (12) days.

An employee who, from exposure to children in the District, become sick with mumps, measles, chicken pox, or German measles, shall be granted sick leave for the duration of their illness without deduction from their sick leave allowance.

Employees absent as the result of injuries on the job shall receive net credit for sick leave used to the extent that the District receives reimbursement through compensation or lawsuit.



Absence due to serious illness in the immediate family (definition of "immediate family" shall be the same as in the agreement or agreements between the District and the Sewanhaka Federation of Teachers) shall be charged on the day-for-day basis (not to exceed five (5) days) to the employee's existing sick leave allowance. Should there be insufficient or no accumulated sick leave, a maximum of three (3) days for illness in the immediate family may be charged, with the approval of the Superintendent, to personal leave.

Unused sick leave shall be accumulated indefinitely.

C. Death in Immediate Family: Department chairpersons and district coordinators shall be allowed, during the school year, up to three (3) days leave for each death in the immediate family. Such leave shall be without salary deduction and shall not be deducted from the accumulated sick leave. Where the leave exceeds three (3) days, the excess (not exceeding two (2) days) shall be deducted from personal leave or, if no such personal leave is available, from accumulated sick leave.

D. Restoration of Health: Department chairpersons and district coordinators employed in the District three (3) or more years may be granted by the Board, upon the recommendation of the Superintendent, a leave of absence without pay for purposes of restoration of health. Such leave shall not exceed one (1) school year in length and shall require certification by a school physician as to the necessity therefore. (A copy of such certification shall be forwarded to the Superintendent along with a letter of application for the leave.)

Department chairpersons and district coordinators, upon return from such leave, shall return to the building and position held prior to the leave unless he or she applies for and is granted another position in the District.

E. Other leaves: The Board of Education shall grant unpaid leaves for up to one year to department chairpersons for the following reasons:

- a. Exchange programs
- b. Fulbright scholarships
- c. Maternity/paternity
- d. Peace Corps
- e. Unpaid leaves may also be granted for such other purposes as may be deemed to be in the best interests of the District as determined by the Superintendent and the Board of Education.

In order for a department chairperson to be eligible for such a leave he/she must have been in actual attendance for at least 340 out of the 368 days (excluding summer sessions) immediately preceding the commencement of the leave period. The Board may waive the attendance requirement upon the recommendation of the Superintendent. Furthermore, to be eligible, a department chairperson must request such leave at least 60 days prior to the commencement of the leave.

These leaves may be reviewed by the Board of Education upon the recommendation of the Superintendent. Leaves shall be arranged so that they terminate with the end of a semester.

Department chairpersons and district coordinators, upon their return from such leave, shall return to the building and position held prior to the leave.

F. Leave for Court Cases: Jury Duty: Department chairpersons and district coordinators duly subpoenaed to appear in Court shall be entitled to full salary while so appearing. In such cases, the subpoena fee shall be paid over to the School District.

Department Chairpersons and district coordinators who serve as jurors will receive their regular school salary during the period of actual jury service, provided that all per diem compensation received for such jury duty shall be remitted to the School District.

G. Convention or Conference Leave: The Superintendent may grant, with reasonable limitations as to time and number of individuals, convention or conference leave when, at his/her discretion, such convention or conference attendance will contribute to the effectiveness of the instructional program. Application for such leave must be submitted, on the prescribed "Convention or Conference Leave" form, to the building principal and, upon his/her approval, it will be

forwarded to the Superintendent for approval. Expenses at such conventions and at state and national conventions or conferences will be paid by the Board within the limitations of the amounts budgeted for such expenses. The District shall provide the Association with a total of four (4) days during each year of the contract without loss of pay for Association business.

H. Notwithstanding any provisions herein to the contrary, all the terms and conditions covering unpaid leaves of absence in the teachers' contract shall apply to this agreement.

I. Troubled Employee Program – Statement of Purpose: Alcoholism, drug abuse, and mental illness are recognized by the parties to be treatable conditions. Without detracting from existing rights and obligations of the parties recognized in the other provisions of this Agreement, the District and the Association agree to cooperate in encouraging employees affected with alcoholism, drug addiction and/or mental illness to undergo a coordinated treatment program directed to the objective of their rehabilitation.

District Referral Service – The District and the Association shall cooperate in the establishment of a referral service for the purpose of directing a troubled employee to an appropriate agency for help, serving as liaison between the employee and the District and the Association, and making recommendations as called for in this procedure. The District Referral Service shall consist of a representative of the District, the Association, and any other members mutually agreed upon.

Procedures:

1. When a change in an employee's job performance is noticed and when alcoholism, drug abuse, or mental illness is suspected, the following steps shall be taken:
  - a. The building principal and/or designee shall discuss the problem with said employee and suggest that said employee avail himself/herself of the services of the District Referral Service. The employee shall be informed that the use of the District Referral Service is not mandatory; however, continued deficient performance on the part of the employee may result in severe consequences. In addition, the employee shall be informed that neither the suggestion of nor the use of the District Referral Service shall constitute reason for reprisal. Additionally, the use of the District Referral Service or the suggestion of the use of the District Referral Service shall be kept confidential and no record placed in the employee's personnel file.

An employee who chooses not to avail himself/herself of the District Referral Service but seeks assistance privately and reports this to the District Referral Service shall be covered by the procedures described herein.
  - b. Should the therapeutic program prescribed for said employee involve hospitalization and/or other rehabilitation requiring absence from work, the employee, upon recommendation of the District Referral Service, shall be granted use of his/her own accumulated sick leave.
  - c. Should the therapeutic program prescribed for said employee involve hospitalization and/or other rehabilitation requiring absence from work, the employee may request a leave of absence without pay.
2. When an employee has privately enrolled in a therapeutic program without the intervention of the District Referral Service because of addiction and/or mental illness which requires hospitalization and/or rehabilitation away from the job, the employee shall have the use of his accumulated sick leave, Rehabilitative Sick Bank, and leave of absence as described herein upon certification of need by an accepted alcohol or drug treatment center and/or a qualified therapist, and upon the recommendation of the District Referral Service.
3. The District will require periodic certification of an employee's ongoing participation in a therapeutic program while on sick leave. Failure to produce such certification shall result in the termination of said leave. The use of such leave shall not result in the loss of seniority except when leave without pay is utilized.

## ARTICLE XXIII AD HOC DISTRICT-WIDE COMMITTEE

If a district-wide ad hoc advisory committee of teachers and administrators is appointed by the Superintendent, the Association will be represented on said committee.

## ARTICLE XXIV GRIEVANCE PROCEDURE

To enable employees to have an available procedure for the resolution of grievances the following regulations are established:

### 1. Definitions:

As used herein the following terms shall have the following meanings:

a. "Employee" shall mean the CASD or any person or group of persons employed as department chairperson or district coordinators by the school district, other than as an independent contractor.

b. "Grievance" shall mean any claimed violation of the terms of this Agreement, or any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Board of Education, the School District or any department of either, which pertain to department chairpersons or district coordinators; provided, however, that such term shall not include any matter which, by law, is prohibited from being administered under this Article.

c. "Immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee who is normally assigned to exercise any immediate supervisory authority over the employee.

d. "Days" – Saturdays, Sundays, legal holidays and recess days shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except, where the term "Calendar Days" is used.

### 2. Declaration of Basic Principle:

a. Every employee of this School District shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by one (1) person of his/her own choosing at all stages of the grievance procedure.

b. In a case where the grievance shall be directed against one who is authorized to conduct the second stage, the Superintendent may designate a substitute.

c. The written grievance statement hereafter required to be filed shall not be amended or changed at any time, except in respect to obvious errors and omissions.

d. The building principal in the first stage and the Superintendent in the second stage may designate a deputy to make a recommendation or determination. Such deputy shall have all powers of the person designating him/her.

e. The appropriate representatives of the parties may, by mutual agreement in writing, extend for stated periods of time any time limits provided for in this Article.

### 3. First Stage

a. An employee who claims to have a grievance shall present the facts of his/her grievance and relief desired to his/her building principal, orally, within ten (10) days after the grievance occurs, with the object of resolving the matter informally.

b. The building principal shall discuss the grievance with the employee with the objective of arriving at a mutually agreeable solution. In addition, the building principal may consult with such other employees and members of the staff that he/she deems appropriate.

c. Within three (3) days after presentation of the grievance, the building principal shall make his/her decision and orally communicate the decision and the reasons therefore to the employee presenting the grievance or, in a case where the employee has designated a representative, to such representative. If no decision shall have been made within said period the first stage shall be deemed to have been waived.

#### 4. Second Stage

a. If any employee presenting a grievance is not satisfied with the decision made by the building principal, or if the first stage shall be deemed to have been waived under "3c" hereof, he may within five (5) days of the date of the decision or, if applicable, of the effective date of the waiver, request a review and determination of his/her grievance by the Superintendent, or his/her representative. Such request shall be in writing, shall be known as "Grievance Statement," and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested. The grievance statement shall be presented to both the Superintendent or his representative and the building principal to whom the grievance was originally presented.

b. The Superintendent or his representative shall, within three (3) days after the receipt of the written Grievance Statement, meet with the employee and his representative, if any, with the objective of arriving at a mutually agreeable solution. The Superintendent or his representative also may consult with such other employees and members of the staff as he/she deems appropriate.

c. Within four (4) days after his/her initial meeting with the grievant (see "4b" above) the Superintendent or his/her representative shall notify the grievant or his/her representative, if any, in writing of his/her decision and the reason therefore. If no decision shall have been made within said period, the second stage shall be deemed to have been waived.

#### 5. Third Stage

a. If any employee presenting a grievance is not satisfied with the decision made by the Superintendent, he may within seven (7) days thereafter, request in writing a hearing and determination of his/her grievance by the Board of Education.

b. The Board of Education, upon receipt of such a written request from the employee, shall hold a hearing within twenty (20) days at which time oral and written testimony or arguments may be presented. Such hearing shall be held in executive session, immediately prior to a regular meeting of the Board of Education. The Board of Education may designate three of its members to conduct the hearing and render a report thereon to the full Board of Education.

c. Within twenty (20) days after the close of the hearing the Board of Education shall, in writing, render its decision (including fact findings, conclusions, and recommendations), a copy of which shall be sent to the employee presenting the grievance or, where the employee has designated a representative, to said representative. This shall be the final state of the grievance procedure.

d. It is understood that the grievance procedure provided for here in this Article shall not be an exclusive remedy; that at any stage thereof, or at the conclusion thereof, the School District or the Association solely shall have the right to seek appropriate redress by court action and/or through any governmental agency or authority.

#### 6. Disability and Delay

If, during any period of time within which an employee is required to act in accordance with this procedure, such employees shall be ill, incapacitated or unaware of the action which could be the subject of a grievance under this procedure, or should he/she be so remote from the school district as to make it impractical to avail himself of the procedure, the time within which to take action shall be deemed extended until the disability ceases, provided however, that no such extension of time shall result in an extension of more than sixty (60) calendar days of the aforesaid period of time.

a. Any department chairperson or district coordinator scheduled, in connection with a grievance filed by a member of the professional staff, to appear as a witness at the Board stage of the grievance procedure shall be entitled both to reasonable advance notice of his/her scheduled appearance and to representation by counsel of his/her choosing, legal or otherwise, if he/she so desires.

#### ARTICLE XXV POLICY

A. Board Prerogative: The establishment of policy is the prerogative of the Board. However, except as otherwise provided for in paragraph A of Article III, this Agreement shall supersede any new or existing policies, rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. This contract constitutes the complete agreement between the parties. Neither party shall for the duration of this agreement, be required to discuss or agree to any modifications of the terms and conditions therein. In the event that the parties, by mutual consent, agree to the alteration or modification of, or addition to or deletion from, the terms and conditions hereof for the duration of the Agreement, such alteration, modification, addition or deletion shall be in writing annexed hereto, and signed by the parties. The Board agrees, moreover, that no existing policy involving chairmen's or district-wide coordinator's wages, hours, or working conditions which is not the subject of this Agreement will be changed, or no such new policy put into effect, except upon prior consultation with CASD.

#### ARTICLE XXVI HEALTH AND DENTAL INSURANCE

The Board shall pay premium contributions for group health and dental insurance for chairpersons and district-wide coordinators on the same terms as provided for in the agreement or agreements between the District and the Sewanhaka Federation of Teachers.

#### ARTICLE XXVII OPTICAL INSURANCE

The District shall pay the cost of an optical insurance plan for members and their eligible dependents.

#### ARTICLE XXVIII ACCUMULATED SICK LEAVE

A. A unit member who has served as a certified District employee for fifteen (15) years or more shall have the option of converting accumulated sick leave up to a maximum of 236 days into additional salary. The days may be converted at the rate of 1 (one) day for each 4 (four) days of accumulated sick leave at 1/200<sup>th</sup> of the current year's salary.

B. Exercise of this option shall eliminate any accrued sick leave in excess of 236 days and preclude the use of the extended sick leave pool by the employee who exercises such option.

C. A unit member who resigns from the District and is entitled to and does not exercise option #1 of Article XXXV, Resignation from the District, shall be and is entitled to receive under paragraph A of Article XXVIII, Accumulated Sick Leave, one (1) days pay for each four (4) days of accumulated, unused sick leave in excess of 200 days at the rate of 1/200<sup>th</sup> of the current year's salary subject to a maximum of 236 days (59 days total pay).

#### ARTICLE XXIX THE POSITION OF CHAIRPERSON AND DEPARTMENTS COMBINED

A. During the life of this contract the position of chairperson occupied by a member of this bargaining unit will not be abolished, except as provided herein below in Article XXXIII (dismissal procedure).

B. For the purpose of this Article two groups of departments are established. Group I disciplines shall include the following: English, social studies, mathematics, science, special education, student support services, and physical education. Group II disciplines includes the following: Art, music, foreign language, ESL, library, and business.

Business chairpersons shall also supervise the technology teachers in their respective buildings at no additional stipend or class reduction.

The English chairpersons shall also supervise the reading teachers in their respective buildings at no additional stipend or class reduction.

The physical education chairpersons shall also supervise the home economics teachers in their respective buildings at no additional stipend or class reduction.

The foreign language chairpersons shall also supervise the ESL teachers in their respective buildings at no additional stipend or class reduction.

Two Group I disciplines may be combined by the District provided that the resulting sole chairperson receives \$1,500 in compensation in addition to that provided for in Article XI. The chairperson of the combined departments will teach not more than one class.

Two Group II disciplines may be combined by the District provided that the resulting sole chairperson has a reduction of one class. The number of classes assigned will be one less than number as specified in Article VII, Groups D or E.

A Group I discipline may be combined with a Group II discipline by the District provided that the resulting sole chairperson receives \$1,250 in additional salary to that provided by Article XI. The number of classes assigned will be the lowest as specified by either of the groups combined (A, B or C). The terms and conditions of employment for a person performing the duties of athletic director and chairperson of physical education as a combined chairmanship are set forth in Article XI, section "B", and are not subject to this section of the contract.

#### ARTICLE XXX EMERGENCY DUTIES

When an emergency is declared by the Superintendent, the limitations as to work day in ARTICLE VI and Number of Classes in ARTICLE VII shall not apply for the duration of such emergency.

#### ARTICLE XXXI PROFESSIONAL PRACTICES COMMITTEE

The Professional Practices Committee consisting of three members of the CASD shall serve as a mediator of all differences that may arise between a Department Chairperson and a Building Administrator. All such differences shall, in the first instance, be presented by the Administrator or the Chairperson to the Professional Practices Committee which shall commence mediation within ten (10) working days thereafter. The Professional Practices Committee will thereafter present its non-binding recommendations for resolving the differences between the Administrator and Department Chairperson.

#### ARTICLE XXXII NOTICE OF VACANCIES

Administrative vacancies and requirements will be posted in all the schools of the district.

#### ARTICLE XXXIII DISMISSAL PROCEDURE

No chairperson shall be dismissed from his/her position as chairperson except upon the grounds specified in Section 3012 of The Education Laws of New York State. Prior to such dismissal, the chairperson shall be given written notice of his/her deficiency or deficiencies and shall be given not less than 60 days to remedy such deficiency or deficiencies. The grievance procedures set forth herein shall apply to such dismissals. The 60-day notice provision shall not apply, if and when proceeds are brought under Section 3020-a of the Education Laws of New York State.

#### ARTICLE XXXIV EXTENDED SICK LEAVE POOL

A pool of thirty (30) days for extended leave on the same basis as noted in the teachers contract due to illness is granted to the chairpersons and district coordinators.

## ARTICLE XXXV RESIGNATION FROM DISTRICT

Any member of the professional staff who, having at least ten (10) years accredited time in the New York State Teachers Retirement System and who shall attain the age of 55 years during the 12 month period prior to June 30<sup>th</sup>, and who submits a resignation to be effective June 30<sup>th</sup> on or before January 15<sup>th</sup>, and who has worked, has been actively and actually engaged in performing his/her duties as a full-time teacher and/or administrator in the service of the district for a total of at least 300 days on a full-time basis during the two consecutive years preceding such date of resignation, shall have the privilege without obligation so to do, of electing one of the options hereinafter set forth and to receive the payments and benefits provided for therein.

### OPTION #1

On the effective date of the resignation such eligible employee shall receive three (3) days pay for every four (4) days of accumulated sick leave. Such daily rate of pay shall be computed on the basis of 1/200<sup>th</sup> of the current year's salary of such employee. However, the sum of money paid such employee shall not exceed an equivalent of 150 days' pay and shall not be less than 50 days' pay. However, once such resignation is submitted, the Board of Education reserves the right to make inquiry into and require proof of the absence of any such employee from duty for purposes of receiving pay for sick leave used by such employee during the remainder of the school year. The parties understand the purpose of this latter provision is to forestall the immediate utilization of any accrued sick leave by district personnel for purposes other than legitimate illness. Department chairpersons who have exercised their right after July 1, 1979 to convert sick leave to salary shall be credited under this option only for sick leave as has actually been accumulated and not converted.

### OPTION #2

An otherwise qualified employee may elect a one semester sabbatical leave at 100% of the salary for the ensuing school year. In the event of the exercise of such option by an employee, the resignation to be submitted shall be effective the day following the expiration of such leave.

### OPTION #3

An otherwise qualified employee may elect a one (1) year sabbatical leave at 50% of the salary for the ensuing school year. In the event of the exercise of such option by an employee, the resignation to be submitted shall be effective the day following the expiration of such leave.

### OPTION #4

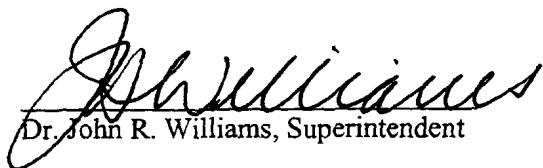
With the consent and approval of the Board of Education, the resigning employee may be engaged as a consultant in her/his particular field of endeavor for a five year period commencing the day after the effective date of resignation. Such employee shall serve as an independent contractor consultant of the district for twelve (12) days a year in each of the five (5) successive years at the agreed rate of compensation of \$200 per day. The days and nature of the consultative services shall be mutually agreed upon by the employer and employee. Under no circumstances shall the work of the consultant in any way involve the nature or type of regular services rendered or performed by members of the professional staff.

The employee who exercises option #2, 3 or 4 shall also be entitled to payment for accumulated sick leave pursuant to the contract, accruing to his or her credit at the date of retirement upon the basis of 1/200<sup>th</sup> of the final year's salary of such employee, to be paid upon effective date of recognition.

If for any reason whatsoever payment and/or sabbatical leave provided for hereunder is not received by the member of the professional staff, the resignation submitted under any of the above options shall be deemed revoked null and void and the said member of the professional staff shall be continued as an employee just as if the resignation had not been submitted or accepted.


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


For the District:

  
Dr. John R. Williams, Superintendent

For CASD:

 11/2/05  
Frank McDermott, SAANYS

 10/25/25  
Dr. Roger Roess, President Date

 11/2/05  
Mr. Stanton Earnhart, President Date