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COLLECTIVE BARGAINING AGREEMENT

between

CHATHAM CENTRAL SCHOOL DISTRICT

and the

CHATHAM CENTRAL SCHOOL TEACHERS' ASSOCIATION

July 1, 2006 - June 30, 2010

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

17.5 employees

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P R E A M B L E

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act); to encourage and increase effective and harmonious working relationships between the Chatham Central School ("District") and its professional employees represented by the Chatham Central School Teachers' Association ("Association") and to enable the professional employees more fully to participate in and contribute to the development of policies for the District, provided that nothing said herein shall be deemed to waive the right of the District's Board of Education ("Board") to have the final and exclusive determination of District policies, so that the cause of public education may best be served in the District, this Agreement is made and entered into.

ARTICLE I - RECOGNITION

1.1 The Chatham Central School District recognizes the Chatham Central School Teachers' Association as the exclusive negotiating agent for all certified instructional personnel (except personnel employed under an administrative certificate and assigned administrative duties more than half-time), school nurse, public librarian, and teaching assistants (*Rev. 2000*).

1.2 Unless otherwise indicated, members of this unit will be referred to herein as **“unit members.”**

1.3 The Association hereby agrees not to strike, or to assist, or to participate in any strike, nor to impose an obligation to conduct, assist or participate in any strike.

ARTICLE II - NEGOTIATION PROCEDURES

2.1 Not earlier than January 15 nor later than February 15 of the final year of the term of this Agreement, either party may request the commencement of negotiations with a view toward an agreement to succeed this Agreement. At any time prior to the invocation of Taylor Law impasse procedures with respect to those negotiations, the parties may mutually agree upon the appointment of a mediator or fact-finder, in which case the cost of the services of such individual, if any, shall be divided equally between the parties. Unless mutually agreed, all such negotiations shall be conducted at other than during normal school hours.

2.2 Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. The parties mutually pledge that their representatives will be clothed

with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. The parties, agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters concerning terms and conditions of employment.

ARTICLE III - GRIEVANCE PROCEDURE

3.1 Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its unit members 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 unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisals.

3.2 Definitions

A. Except as otherwise provided in this Agreement, the term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or of any existing laws, or of any rules, procedures, regulations or orders of the Board or the Administration affecting terms and conditions of employment.

B. Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent.

C. Aggrieved Party shall mean any unit member or group of unit members in the negotiating unit filing a grievance.

D. Party in Interest shall mean the Grievance Committee of the Association and any party named in grievance who is not the aggrieved party.

E. Grievance Committee is a committee created and constituted by the Association.

F. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

3.3 Procedures

A. 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 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.

B. Except for informal decision at Stage 1, 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 unit member and the Association.

C. If a grievance affects a group of unit members and is the result of actions of the Superintendent or the Board, then it may be submitted by the Association directly at Stage 2, described below.

D. The preparation and processing of a grievance shall be conducted outside the regular hours of employment.

E. The District 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. No document or information will be made a part of the grievance record unless the same has been fully disclosed to the grievant.

F. Except as otherwise provided in Sections 3.5(A) (1) and (2) 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 or her, to testify and to call witnesses on his or her own behalf, and to be furnished with one copy to each aggrieved party of any minutes of the proceedings made at each and every stage of this grievance procedure.

G. 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, any 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.

H. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be jointly developed by the Board and the Association. The Superintendent shall then have them printed and distributed in order to facilitate operation of the grievance procedure.

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

J. Nothing contained herein will be construed as limiting the right of any unit member 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 all parties in interest 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.

K. If any provision of this grievance procedure, or any application thereof to any unit member or group of unit members 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.

L. If the District makes any electronic recording of any grievance hearing or provides for a stenographic transcript thereof, the Association will be given a copy thereof.

M. The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any unit member to pursue any other remedies available in any other forum.

3.4 Time Limits

A. 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.

B. No written grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within thirty (30) school days after the unit member knew or should have known of the act or condition on which the grievance is based.

C. 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.

D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his or her representative and the Association President 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.

3.5 Processing of Grievances

A. Stage 1 - Supervisor

1. A unit member having a grievance will discuss it with his or her Supervisor, either directly or through a representative, with the objective of resolving the matter

informally. The Supervisor may confer with all parties in interest but, in arriving at a 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 unless the aggrieved party has had an opportunity to examine such material or statements. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.

2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within ten (10) school days after the written grievance is presented to him or her, the Supervisor shall, without any further consultation with the aggrieved or any party in interest, render a decision thereon in writing.

B. Stage 2 - Superintendent

1. If the unit member 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 unit member shall, within ten (10) school days from the date of receipt of decision, present the grievance to the Association's Grievance Committee for its consideration.

2. If either the Grievance committee or the unit member determines that the unit member has a meritorious grievance, then either may file a written appeal of the decision at Stage I with the Superintendent within ten (10) school days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

3. Within ten (10) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the unit member, the Grievance committee, or its representative.

4. The Superintendent shall render a decision in writing to the unit member, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

C. Stage 3 - Board of Education

1. If the Association is not satisfied with the decision at Stage 2, then the Association may file a written appeal with the Clerk of the Board within ten (10) school days after receipt of such decision.

2. Within ten (10) school days after receipt of such written appeal, the Board or a committee of its members shall hold a hearing on the grievance with the unit member, the Grievance Committee or its representatives.

3. Within ten (10) school days after termination of the hearing by the Board, it shall issue a written decision on the grievance.

D. Stage 4 - Binding Arbitration

1. If the Association is dissatisfied with the decision at Stage 3, it may submit the grievance to arbitration by delivering a written demand to arbitrate to the Superintendent and the American Arbitration Association within ten (10) school days after receipt of the decision at Stage 3.

2. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. The arbitrator shall limit his decision to the application and interpretation of the provisions of this contract and he shall be without authority to modify or amend it or to make a decision contrary to law or to the provisions of this agreement.

4. Only matters that comply with the following definition may be submitted to arbitration: "Except as otherwise provided in this Agreement, the term grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement."

5. The arbitrator shall be without power or authority to make any decision involving Board discretion or Board policy under the provisions of this Agreement or under applicable law.

6. The decision of the arbitrator, made in accordance with his/her authority as defined herein, shall be final and binding upon both parties .

7. The fees and expenses of the arbitrator, if any, shall be borne equally by the District and the Association.

ARTICLE IV - PAYROLL DEDUCTIONS

4.1 The District shall transmit monthly the amount so deducted to each organization for which deductions have been made. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deduction.

4.2 A unit member may modify his or her payroll deduction (*Rev. 2003*) at any time by written notice received by the District at least two weeks prior to the effective pay period.

4.3 The dues deduction privilege shall in no way prevent any unit member from paying dues in a lump sum to the Association Treasurer.

4.4 Unit members may authorize deductions from their salaries to cover the payment of loans to the New York State Teachers' Retirement System, the purchase of United States Government Savings Bonds, and payments to the Columbia County Credit Union and the Association.

ARTICLE V - USE OF SCHOOL FACILITIES

5.1 The Association will have the right to use school buildings without cost at reasonable times for meetings and other activities, providing space is available. The Principal of the building in question will be notified in writing one week in advance of the time and place of all such meetings and other activities. Adequate supervision must be provided without additional cost to the District.

5.2 The Association will have the use of inter-school mail facilities and faculty mail boxes.

5.3 The Association will be allowed, during the school day from 2:10 to 4:00 and when not otherwise in use, the use of photocopying equipment of the school without charge, except for supplies. The Association shall not use school supplies for its purposes. The Association may use the photocopying machine and material by paying the actual cost of operation.

5.4 The Association shall make a semi-annual accounting to the District concerning the use of paper and other duplicating supplies or equipment.

ARTICLE VI - TELEPHONE USE

6.1 For the purpose of professional and appropriate personal calls, the Principal of each building will make available privately located telephones. Long distance personal calls are the responsibility of the unit member and shall be placed on a credit/phone card. *(Rev. 2003)*

ARTICLE VII - AUTOMOBILE COMPENSATION

7.1 Unit members required, in the course of their work, to drive personal automobiles from one school building to another, or authorized by the Superintendent or his/her designee to use personal automobiles on other District business, shall receive a car allowance at the maximum rate allowable by IRS as of July 1 of the school year in which such allowance is claimed.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT

8.1 The District will provide annual inservice programs as proposed by the District Professional Development Committee within the budget designated, which shall be no less than \$9750. *(Rev. 2000)* The purpose of the District inservice education program is to enhance instruction and professional effectiveness in developing a total school environment. The inservice program will provide teachers with the opportunity to improve and enhance classroom instructional practices with positive impact on students, staff and administrators. While improving student achievement is the ultimate goal of inservice, the program itself has three overriding objectives. They are:

1. Improving instruction.
2. Enhancing the goals of the District by encouraging professional development.
3. Reinforcing excellence in teaching.

8.2 A. Inservice trainers will be compensated as follows:

1. \$50.00 for a one (1) hour presentation made beyond the school day. *(Rev. 2000)*
2. \$600.00 for a twelve (12) hour course. *(Rev. 2000)*
3. Presentations of two (2) to eleven (11) hours duration will be prorated based on \$600.00. *(Rev. 2000)*

B. Inservice participants will be compensated based on service beyond the School day as follows: *(Rev. 2000)*

1. Twelve (12) inservice hours equal one (1) inservice credit.

2. One (1) inservice credit equals \$33.00.

- C. All probationary teachers are required to participate in the District Professional Mentoring Program that will be developed by the District and the Association. *(Rev. 2003)*

8.3 Monies made available pursuant to Section 8.1 shall be allocated in the following manner:

- A. During the course of the school year, conference requests may be submitted to the Assistant Superintendent. *(Rev. 2000)* Criteria for approval will be consistent with turn-key training, program visitation, or professional experiences that improve student achievement.

- B. Once a conference is approved for attendance, the District will reimburse the unit members attending the actual cost of prior approved expenditures substantiated by receipts.

ARTICLE IX - SABBATICAL LEAVES

9.1 Upon recommendation of the Superintendent, sabbatical leaves of not more than one year may be granted to teachers who have served at least seven consecutive years in the school system (leaves of absence excepted) for study or other purposes of value to the school system. A teacher granted sabbatical leave shall return to the school system for at least two years after his or her leave ends, or refund the stipend paid.

9.2 The District may grant such leaves for two percent of the total number of teachers in the system each year, provided that a certified substitute for each teacher is available.

9.3 Application for sabbatical leave must be submitted to the Superintendent, in writing, not later than January 15 of the school year prior to the year for which the leave is requested. Teachers will be informed of the action on their applications no later than February 15.

9.4 Sabbatical leaves shall be at one-half of the salary the teacher would have received during the period of such leave.

9.5 Teachers on sabbatical leave will be paid at regular pay periods.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

10.1 Cumulative Leave Time (CLT) *(Rev. 2000)*

Each unit member shall be granted eighteen (18) *(Rev. 2000)* days of CLT on the first day of each school year to be utilized, in any combination, for sick, personal, religious, and bereavement purposes each school year. Each unit member can carry over a maximum of fifteen (15) days of unused CLT to the following school year up to a total accumulation of three hundred (300) days. *(Rev. 2003)* If a teacher voluntarily leaves before the end of the year, any days used in excess of 1.3 days per month will be repaid to the District. The Association will, in any such case, use its best efforts to ensure such repayment by the unit member (refer to Article 18.1 for additional information). *(Rev. 2003)* Each unit member shall receive a statement of CLT with the first September paycheck.

10.2 Definitions

A. Sick Leave: When a unit member suffers an illness or injury, or requires medical attention not reasonably available during non-work hours, that prevents his/her attendance at work. In addition, while it is the responsibility of each unit member to make arrangements for the care of members of his/her immediate family who become ill or physically disabled, there may be situations where a unit member is unable to make such arrangements. Unit members shall be permitted to charge absence from work in the event of illness or physical disability in the unit member's immediate family under such circumstances. As used in this section, "immediate family" shall be defined as a spouse, child, parent or any dependent with whom the unit member resides.

B. Personal Leave: Personal leave is intended to be used for personal business that cannot be accomplished other than during school hours. A unit member shall not be required to specify the reasons for personal leave. Personal leave is not to be used as vacation time, including travel days before or after a school recess.

C. Religious Leave: Time away from work when, as a requirement of an unit member religion, he/she observes the Sabbath or other Holy day.

D. Bereavement Leave: Time away from work in the event of the death of an unit member's spouse, parent, child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, step-parent, foster parent, aunt, uncle, sister-in law's husband, brother-in-law's wife, niece, nephew, grandparent-in-law, or a significant other, dependent or blood relative living in the unit member's household, or an individual with whom the unit member shared a close interpersonal relationship.

10.3 Notification

A unit member requesting CLT (*Rev. 2003*) shall provide as much advance notification as possible and minimally, except in an emergency, shall notify the Superintendent's designee not later than 6:45 a.m. on the day of such absence, with the right to use such leave being dependent upon the giving of such notice. The purpose of the leave (i.e., sick, personal, religious, or bereavement) shall be indicated on a form supplied by the District to be submitted to the building principal either prior to or immediately upon the unit member's return.

10.4 The District has the right to analyze sick leave situations and to request a doctor's certification from the school physician at no charge to the teacher or, at the teacher's option and expense, from a physician agreed upon by the unit member and the District. The District shall arrange for all appointments with the school physician.

10.5 Notwithstanding any inconsistent provision of this Article, a unit member who has at the beginning of any term of the Agreement accumulated the maximum number of CLT permitted may take up to eighteen (18) days (*Rev. 2000*) of CLT during such year without a reduction of his/her CLT accumulation. The additional leave permitted by this

paragraph shall be solely for CLT purposes during the school year and may not be used for any form of salary supplement (see Article 16) or any other purpose.

10.6 Jury Duty

On proof of the necessity of jury service, a unit member shall be granted leave for that purpose, without charge to other leave credits, provided that he or she has agreed in writing prior to and as a condition of for the granting of such leave, to deliver to the Superintendent, for deposit in the General Fund of the District, all fees (other than amounts received for meals or travel allowance) paid to such unit member for such jury service.

10.7 Unauthorized or Excess Leave

Any deductions from a unit member's salary resulting from unauthorized or excess leave days will be based on 1/200th of the unit member's annual salary.

10.8 Temporary Leaves Without Pay

A unit member may, in the sole and unreviewable discretion of the Superintendent, and for such purposes as the Superintendent deems appropriate, be granted temporary, short-term leave without charge to other leave credits provided, however, that no such leave will be granted to a unit member who has available to him or her CLT.

10.9 Breast Cancer Screening

Each unit member is entitled to take up to four (4) hours of paid leave for one (1) annual screening for breast cancer. The benefit is available for both male and female unit members. Leave for breast cancer screening is not cumulative and expires at the close of business on the last day of each school year. Breast cancer screening includes physical exams and mammograms for the detection of breast cancer. Travel time is included in this 4-hour cap. Absence beyond the 4-hour cap must be charged to CLT. Unit members are entitled to a leave of absence for breast cancer screening scheduled during regular work hours. Unit members who undergo screenings outside their regular work schedule do so on their own time. Unit members are not granted compensatory time off for breast cancer screenings that occur on the holiday. *(Rev. 2003)*

10.10 Discretionary Leave

At the sole discretion of the Superintendent or his/her designee, additional leave may be granted.

ARTICLE XI - SICK LEAVE BANK (Rev. 2003)

11.1 Committee (Rev. 2003)

A. As authorized by this collective bargaining agreement, the Sick Leave Bank Committee, hereinafter referred to as the Committee, as appointed yearly.

11.2 Definition (Rev. 2003)

The Sick Leave Bank is an accumulation of sick leave days contributed by its members, from which members may withdraw days for use when absent because of disability as defined under Article 11 of the Agreement.

11.3 Contribution of Sick Leave Days (Rev. 2003)

A member who newly elects to participate in the Sick Leave Bank shall contribute one current CLT day in October of the school year. Members must elect to participate for the full year by October 1st of that school year, with the exception of unit members hired after that date. In the event that the current balance in the Sick Leave Bank is above 500 days, only those wishing to join the bank for the first time will contribute one day. Anyone hired during the school year may elect to participate within 30 days of his/her date of hire. **Unit members electing to become members of the sick Leave Bank shall not be required to contribute more than one CLT day during their first year of membership in the bank.**

11.4 Withdrawal of Days (Rev. 2003)

A. Members who do not elect to participate in the bank shall not be eligible to withdraw sick leave days from the bank.

B. Withdrawals shall be limited to those who experience extended absence due to a disability resulting from illness or accident, and who have exhausted their CLT.

1. Disability means the inability to pursue one's occupation because of a physical or mental impairment as determined by a physician.
2. Extended absence shall be defined as an absence from school for not less than ten consecutive working days.
3. Sick Bank credit will be awarded in blocks not to exceed thirty **working** days. If more than thirty **working** days are needed, a member will be required to reapply and produce another letter of documentation from his/her physician.
4. Use of the Sick Leave Bank days in the case of pregnancy related disability will be limited to cover the actual period of disability as certified by the attending physician.
5. In the event a member is incapacitated due to illness or injury, a family member or agent may complete the sick leave bank request form.

C. A member shall be under a physician's care to be eligible to withdraw days from the bank.

1. A member shall be required to submit a physician's statement indicating the nature of illness or injury, and the number of days that the member is to be, or was, absent due to the disability. Physician's statements will be required every thirty days.
2. When a member returns to work after an extended disability for which Sick Leave Bank days have been used, and does so in a sporadic or part-time manner, his/her continued eligibility for withdrawal of days will be determined by the committee.

D. Eligibility to withdraw days from the Sick Leave Bank shall cease upon termination of employment.

11.5 All unit members who have contributed to the Sick Leave Bank shall be eligible to receive time from the Sick Leave Bank, but unit members electing not to participate shall not be eligible to receive time from the Sick Leave Bank.

11.6 In extraordinary circumstances, to be determined solely by the Sick Leave Bank Committee, members may be granted, as a one-time only benefit during the members' entire Chatham employment, up to 30 days for the illness or disability of an immediate family member. Immediate family members, in this instance, include spouse, parent/legal guardian, or child.

11.7 The Bank shall be administered by a committee of three representatives appointed by the Association and two representatives appointed by the District (*Rev. 2003*) who shall act upon withdrawals. The decisions of the Committee with respect to the administration of the Sick Leave Bank shall be final and binding upon the unit member, the District and the Association.

11.8 The Committee shall advise the District within a reasonable time of all contributions and withdrawals from the Sick Leave Bank.

ARTICLE XII - EXTENDED LEAVES OF ABSENCE

12.1 Personal Leave

A. A full year's leave of absence, without pay, may be granted to a unit member for personal reasons.

B. The unit member will submit in writing to the District a request for personal leave no later than March 1 of the year preceding that of the desired year except in extreme emergencies or extenuating circumstances.

C. Extended personal leave shall be for the entire school year unless mutually agreed upon by the unit member and the District. A unit member granted a year's leave must provide the District with notice in writing of intent to return by March 1 preceding the return; failure to so notify the District shall be deemed a resignation from service.

D. A leave granted pursuant to this Section 12.1 may, at the discretion of the District and at the request of the unit member, be extended beyond one year.

12.2 Parental Leave

A. A Parental Leave of Absence, without pay (Rev. 2003), shall be granted to a unit member for up to two years (Rev. 2003) for each birth or adoption experience.

1. The unit member shall notify the Superintendent, in writing, of the desire to take such leave and, except in case of emergency, shall give such notice at least thirty (Rev. 2003) days prior to the date on which the leave is to begin.

2. A unit member who is granted a Parental Leave may not return to a teaching position until the beginning of the next school semester following the birth or adoption of the child unless approved by the Superintendent. (Rev. 2003) Parental leave requests for purposes of adoption may be granted for a shorter period of time in the discretion of the District.

3. **The date of return must be specified by the unit member upon application for parental leave. Notification of intent to return or to extend leave shall be made in writing to the Superintendent by November 1 if the leave is to terminate at the end of the first semester of a school year, or by March 1 if the leave is to terminate at the end of a school year. Leave may be extended one time per birth or adoption experience to a maximum of two years. The failure to give such notice shall be deemed as a resignation from District service.**

4. A unit member on Parental Leave shall not be denied the opportunity to substitute in the District or seek other part-time employment by reason of the fact that the unit member is on such leave of absence.

12.3 General Provisions

A unit member who returns to work following a period of extended personal leave or parental leave shall have restored to him or her all benefits accrued prior to the commencement

of such leave. There shall be no loss of tenure status previously granted. A unit member who returns from leave granted pursuant to the provisions of this Article will be paid at the same salary rate applicable to him or her when the leave commenced, except that a unit member who has served at least five (5) months in the school year in which the leave commenced shall be paid at the salary rate that would have been applicable to that unit member had the leave not taken place.

ARTICLE XIII – INSURANCE

13.1 The District will provide to eligible unit members, their dependents, and retirees health insurance coverage, the premium of which shall be fully paid by the District. Current eligible unit members, their dependents, and retirees who have retired on July 1, 2006, and thereafter shall be covered under the health/major medical insurance plan in effect on June 30, 2006, or a comparable or better plan, and retirees who have retired prior to July 1, 2006, shall be covered under the health/major medical insurance plan in effect at the time of their retirement, or a comparable or better plan, subject to the following provisions:

A. Teaching Assistants must work 27.5 hours per week in order to be eligible for insurance benefits. Teachers must have a .5 teaching load in order to be eligible for insurance benefits. *(Rev. 2003)*

B. The maximum lifetime benefit available under the District's major medical plan shall be unlimited. *(Rev. 2000)*

C. Effective July 1, 2004, the District will pay 90% of the cost of the premium for individual, family and dependent coverage, for all eligible unit members. *(Rev. 2003)*

1. Effective July 1, 2007 the District will pay 88% of the cost of the premium for individual, family and dependent coverage, for all eligible unit members.

2. Effective July 1, 2007 unit members who are spouses employed by the District shall be eligible for one family coverage, one two-person coverage, or two individual coverages while both are actively employed by the District.

D. Effective July 1, 2004, the major medical deductible in network will be 0 (zero) dollars. The major medical deductible out of network will be \$250 individual and \$500 family. *(Rev. 2003)*

E. The District will provide a Section 125 cafeteria plan for unit members.

F. Retired unit members will continue to pay the contribution rate in effect on the date of their retirement. *(Rev. 2003)* **Unit members retiring effective July 1, 2007 and thereafter must have a minimum of ten (10) years continuous service with the District to be eligible for health insurance benefits pursuant to this Article at retirement.**

G. Effective July 1, 2007 there shall be a 10% cost per prescriptive order on mail order pharmacy prescriptions with a cap of \$250 per policy per year.

13.2 The District will make available to eligible unit members and their dependents (but not to retirees, whether or not employed by the District during the term of this Agreement) an 80/20 co-payment dental insurance plan provided by, or comparable with that provided by, Empire Blue Cross and Blue Shield. The District will pay 50 percent of the premium for such insurance for any unit member who elects to participate in such plan provided, however, that the District's liability for the premium cost of such plan shall in no event exceed \$30,000 in any year of the term of this Agreement.

13.3 Any unit member otherwise eligible may enroll in a Health Maintenance Organization ("HMO") with which the Board of Education has entered into an agreement to offer health services to District personnel, in lieu of the group insurance plan for hospital, medical, surgical and related services provided by Section 13.1 of this Agreement. If a unit member elects such option, the District will contribute monthly in his or her behalf the entire premium or subscription charge for such comprehensive coverage. The District's contribution toward such HMO shall not, however, be greater than the amount which the District would have paid or contributed had the unit member not elected such HMO. If the premium or subscription charge required for a unit member's participation in the HMO is greater than the amount the District is liable to contribute under this Section, the District agrees to check off from the unit member's pay, upon receipt of a written authorization for such purpose from the unit member, the additional amount required for full payment of the premium or subscription charge.

13.4 Health Insurance Buy-Out

A. Unit members or retirees may opt to withdraw from participation in their health insurance plan in September of 1997 or at any time thereafter and shall execute any and all documents necessary to effect such withdrawal. In the event of such withdrawal, the District shall pay to such unit member or retiree an amount equal to 50 percent of the District's premium payment, for the individual coverage being withdrawn from, said amount to be paid in two equal installments, the first being no later than January 31, if possible, and the second being no later than June 30, such payments to be pro-rated in the case of a unit member leaving the District's employment, commencing personal or child-rearing leave or having enrolled in the plan during the school year of withdrawal there from. **Effective July 1, 2007, active unit members who are spouses employed by the District shall not be eligible for a health insurance buy-out pursuant to this section.**

B. In case of withdrawal by unit member or retiree, the District shall no longer be required to contribute toward the cost of such insurance for the balance of the school year or until the individual re-enrolls in the plan. Should a unit member or retiree who has withdrawn need to resume participation in the plan, he/she must remit a pro rata share of the sum received for withdrawal to the District. Re-enrollment shall be subject to the rules of the insurance carrier with whom the District has entered into an agreement.

13.5 If a National or State health care program is enacted which affects the health insurance provisions of this contract, the parties agree to reopen 13.1-13.3 herein.

13.6 Effective July 1, 1996, the District will no longer pay for the unit member's share of the Medicare **Part B** premium for unit members hired on or after that date. The District will continue to pay such Medicare **Part B** premiums for unit members hired prior to that date.

ARTICLE XIV - MAINTENANCE OF STANDARDS

14.1 The District shall maintain all practices, policies and terms and conditions of employment not set forth in this Agreement in such manner as it deems advisable in the best interests of the School District.

14.2 If the District and the Association so agree in advance, the District may negotiate and contract with an individual unit member, already a unit member of the District, with regard to his or her salary, and without regard to the salary which would otherwise be payable to the unit member pursuant to the provisions of this Agreement.

ARTICLE XV - SALARY

15.1 **Unit members on the teachers' salary schedule, with the exception of those addressed in Article 15.9, shall be paid in accordance with the salary schedules annexed hereto as Appendices A, B, C and D for the 2006-07, 2007-08, 2008-09, and 2009-10 school years, respectively.**

15.2 No newly hired unit member may be offered or receive a base salary greater than that of a present unit member with the same number of credited years of service and the same level of credited educational attainment.

15.3 All unit members on step in Appendices A, B, C and D shall annually receive compensation for all qualified graduate credit hours earned on or after July 1, 1986, at the rate of ninety-nine (\$99) dollars in blocks of three credit hours. Unit members on step who have accumulated thirty (30) qualified graduate credit hours shall receive one thousand (\$1000) dollars annual compensation for those hours. The appendices have been constructed to incorporate this compensation. Said compensation shall be subject to the limitations set forth in 15.3 A and 15.3 B.

A. Said compensation will be paid provided the unit member has the prior written

approval of the Superintendent or the credits for which compensation is sought fall within the following categories:

1. Courses in the unit member's subject field; or
2. Courses toward advanced certification within the unit member's subject field.

Unit members must complete these courses at an accredited institution and the course must be acceptable by the New York State Education Department. Any unit member anticipating attending summer school is requested to notify his or her immediate supervisor of this intention by May 1. Credit for additional qualified graduate credits will be granted once in the fall (September 1) and once in the spring (February 1) for courses completed by those dates.

B. No compensation for graduate credits otherwise payable pursuant to this section will be paid unless the complete cost of obtaining the graduate credits has been borne by the unit member without District expense.

15.4 All unit members on the Salary Schedules shall receive five hundred dollars (\$500) additional compensation for a Masters degree. Appendices A, B, C and D have been constructed to incorporate this compensation.

15.5 An Instructional Study Team (IST) shall consist of at least three teachers including the IST Leader, all of whom must teach that subject as part of their regular class load. Where appropriate, the District may form an IST of two teachers including the IST Leader. Should an IST include more than three (or, in the event of a specific designation by the District pursuant to this section, more than two) teachers including the IST Leader, the IST leader will be paid an additional premium of \$50.00 for each excess teacher over the compensation described in Section 15.6.

15.6 Instructional Study Team (IST) Leaders for Core subjects (K-2, 3-4, 5-8, 9-12), Fine Arts/Wellness (K-8 & 9-12), Communications/Guidance (K-12) and Foreign Language (7-12) will be compensated at an annual rate of 3.25% of Step 1 of the BA schedule. Should the District designate a single teacher as an IST, that teacher will be compensated at a rate of \$232.

15.7 Guidance instructors will be compensated at an annual rate of \$541.00.

15.8 A Grade Level Team (GLT) shall consist of faculty and staff members who (a) teach within a grade level or (b) commit to working on a grade-level team for a full

academic year. GLT Leaders (K-12 grade levels and Encore) will be compensated at the annual rate of 3.25% of Step 1 of the BA salary schedule.

15.9 The following non-teaching personnel will be placed on the Salary Schedule and progress in the same manner as teaching personnel:

- A. The teaching assistants hired prior to July 2003, *(Rev. 2003)* shall receive fifty (50%) percent of the appropriate step placement on the BA schedule.
- B. Teaching Assistants hired after July 1, 2003 shall be paid in accordance with the salary schedules annexed hereto as Appendices A-1, B-1, C-1 and D-1 for the 2006-07, 2007-08, 2008-09, and 2009-10 school years, respectively.**
- C. The school nurse(s), R.N., shall receive seventy percent (70%) of the appropriate step placement on the BA schedule. **Effective July 1, 2007 school nurses shall receive 72.5% of the appropriate step placement on the BA salary schedule. Effective July 1, 2009 school nurses shall receive 75% of the appropriate step placement on the BA salary schedule.**
- D. The public librarian shall receive the appropriate step placement.

15.10 **Peer Support Teachers for an individual new to the District shall be compensated at the annual rate of 1% of Step 1 of the BA salary schedule. Mentor Teachers shall be compensated at the annual rate of 2% of Step 1 of the BA salary schedule.**

15.11 In September of each year, the District will provide the Association and each unit member with a notification of the previous and current year's base salary.

15.12 "Base salary" shall not include additional compensation for which a unit member may be eligible or which he/she may receive pursuant to the remaining subdivisions of this Article or any other Article of this Agreement.

15.13 In the event that no successor agreement has been ratified by June 30, 2010, only teachers on steps one through and including twenty (1 - 20) will progress on the schedule until a successor agreement is in place.

15.14 (New) Curriculum and Instructional work will be compensated at a rate of \$30.00 per hour. (Rev. 2000)

ARTICLE XVI - SALARY SUPPLEMENT

16.1 A teacher with at least ten years of service who retires pursuant to the rules and regulations of the New York State Teachers' Retirement System shall receive the following supplement during the final year of his or her employment with the school district based on the number of unused CLT credits on the effective date of retirement:

CLT Days 1-100	\$25.00 for each day
CLT Days 101-200	\$30.00 for each day
CLT Days 201-300	\$35.00 for each day

16.1.A A nurse with at least ten years of service who retires pursuant to the rules and regulations of the New York State Employees' Retirement System shall receive the following supplement during the final year of his or her employment with the school district based on the number of unused CLT credits on the effective date of retirement:

CLT Days 1-100	\$18.75 for each day
CLT Days 101-200	\$22.50 for each day
CLT Days 201-300	\$26.25 for each day

16.1.B A Teaching Assistant hired prior to July 1, 2003 with at least ten years of service who retires pursuant to the rules and regulations of the New York State Teachers' Retirement System shall receive the following supplement during the final year of his or her employment with the school district based on the number of unused CLT credits on the effective date of retirement:

CLT Days 1-100	\$12.50 for each day
CLT Days 101-200	\$15.00 for each day
CLT Days 201-300	\$17.50 for each day

16.1.C A full-time Teaching Assistant (seven hours per day) hired on or after July 1, 2003 with at least ten years of service in the District who retires pursuant to the rules and regulations of the New York State Teachers' Retirement System shall receive the

following supplement during the final year of his or her employment with the school district based on the number of unused CLT credits on the effective date of retirement:

CLT Days 1-100	\$12.50 for each day
CLT Days 101-200	\$15.00 for each day
CLT Days 201-300	\$17.50 for each day

Teaching Assistants who work less than full-time (seven hours per day) shall receive a pro-rata final year supplement based on their actual hours of work as follows:

As of June 30, 2007 the total days of accumulated CLT for each Teaching Assistant shall be multiplied by the scheduled hours per day from the 06/07 school year. This figure shall then be divided by 7.0 to determine the accumulated CLT credits to be carried forward into the 07/08 school year.

EXAMPLE: 6.0 hrs per day in 06/07
84 accumulated CLT days as of 6/30/07

$84 \times 6.0 = 504$
 $504 / 7 = 72$ days carried forward

From the 07-08 school year forward, additional accumulated CLT shall be calculated by taking the Teaching Assistant's number of unused CLT in each year of this contract, multiplying by the scheduled hours per day for the applicable school year and dividing that figure by 7.0.

16.2 The District's obligation to make any payment pursuant to Section 16.1 shall be contingent upon its receipt from the unit member of a letter of resignation in anticipation of retirement, which letter must be received by the District not later than **March 1** of the school year preceding that in which the resignation and the anticipated retirement shall be effective

ARTICLE XVII - EXTRACURRICULAR ACTIVITIES

17.1 All extracurricular stipends (annexed hereto as Appendix E) and coaching salaries (annexed hereto as Appendix F) shall be increased by (a) 2.5% effective July 1, 2006, (b) 2.6% effective July 1, 2007, (c) 2.6% effective July 1, 2008 and (d) 2.7% effective July 1, 2009.

17.2 Chaperones for interscholastic athletic events (unit members other than the coach directly responsible for the activity) shall be compensated at the rate of \$20 for home event and \$25 for away event. Starters, timers, chainholders and scorekeepers will be compensated at the rate of \$10 per event. Unit members attending school activities shall not be charged an admission fee unless any such activity is a fund-raising event for a club or organization. The free admission privilege shall extend to unit members only and not to their families nor to any other person not employed by the District. **With the exception of sectionals and other events where chaperones are paid by a third party, effective July 1, 2007 chaperones for interscholastic athletic events (unit members other than the coaches directly responsible for the activity) shall be compensated at a rate of \$15 per hour for a home event and \$20 per hour for an away event. The hours of compensation will be as follows, regardless of the actual amount of time required to effectively chaperone the event:**

Basketball	2 Hours
Volleyball	2 Hours
Soccer	2 Hours
Baseball/Softball	2.5 Hours
Football	3 Hours
Track Meet	3 Hours

Scoreboard and shot clock operators shall be compensated at the rate of \$15 per event. The number of chaperones for each event shall be determined by the Superintendent's designee(s).

17.3 The District will fill extracurricular and coaching positions with those individuals it deems most qualified, regardless of unit status. This provision shall not require unit members to involuntarily assume extracurricular and coaching positions.

17.4 A unit member who, voluntarily with the consent of his or her building administrator, supervises students in a school cafeteria during the time the unit member would otherwise have a duty-free lunch period pursuant to Section 24.3 will be compensated therefor at the rate of \$500.00 (*Rev. 2000*) per school year for which the unit member so serves.

ARTICLE XVIII - SUBSTITUTE TEACHERS

18.1 In the event of the absence of any teacher, supervision shall be provided. Regular teachers shall not be required to supervise except in the event it is impossible for the District to provide other supervision.

A. When a unit member requests CLT, a CLT request form must be completed. In addition to tracking CLT, each building will maintain substitute compensation accounts (SCA) for their respective CCSTA staff. If a unit member chooses to substitute for a period, a positive credit will be recorded in his/her SCA. If a unit member requests CLT for fewer than four (4) periods, a negative charge to the SCA will occur for each period that coverage is required.

Unit member SCAs will be reconciled mid-way through the school year and at the end of the school year. A unit member with a negative balance will have this time deducted from his/her respective CLT. A unit member with a positive balance will be offered the choice of adding this time to his/her existing CLT or receiving compensation of \$30 per period for this time. If the unit member has not designated his/her preference by February 15 and July 15 of each school year, the respective amount of time will be added to his/her existing CLT. *(Rev. 2003)*

B. If a unit member requests CLT for four (4) or more periods, CLT will be charged accordingly. *(Rev. 2003)*

18.2 Long Term Substitutes

Substitutes employed 60 continuous work days or more in the same instructional position will be considered long-term substitutes. *(Rev. 2003)*

A. Specific Duration Replacements (60+ continuous days)

When the duration of employment is identified at the time of hiring to be more than sixty days, upon appointment by the Board the long-term substitute will be eligible for contractual benefits including group health and dental insurance effective as soon as the respective insurance contract providers permit.

Placement on the salary schedule for long-term substitutes will be consistently applied as it is for new hires based upon experience and training. Salary on step will begin in

accordance with the District's payroll schedule once the Board has appointed the long-term substitute.

B. Unspecified Duration Replacements

When the duration of employment is not identified at the time to be more than sixty (60) days, the long-term substitute will not be eligible for contractual benefits including group health and dental insurance until completion of sixty-one (61) continuous days of employment in the same instructional position. The first effective date of coverage will coincide with the contracts of the respective insurance providers. Once the Board has appointed the long-term substitute and upon completion of sixty (60) continuous days of employment, salary on step retroactive to the first day of subbing will begin in accordance with the District's payroll schedule. Placement on the salary schedule for long-term substitutes will be consistently applied as it is for new hires based upon experience and training *(Rev. 2003)*

ARTICLE XIX - ASSOCIATION RIGHTS

19.1 **Unit members designated by the Association shall be granted professional leave not to exceed an aggregate total of eight (8) days in the school year.** The President of the Association shall notify the Superintendent in advance each time these days are to be taken. While expenses incurred in connection with such leave, including the substitute's salary, shall be borne by the Association, the unit member's salary shall be paid by the District.

19.2 One unit member designated by the local members of the New York State Teachers' Retirement System shall be granted **administrative** leave with pay to attend the annual meeting of the New York Teachers' Retirement System. Such leave days shall not exceed an aggregate total of two days in any school year.

19.3 The President of the Association and whenever possible during negotiations the chief negotiator for the Association shall be relieved of all homeroom, study hall, lunch room and bus duty assignments (with the exception of homeroom duty at the elementary level unless elementary homeroom supervision is provided by another unit member without loss of any other service to the District).

19.4 Service Fee

A. The District will collect from unit members who are not members of the Association a sum equivalent to the dues levied by the Association upon its members and remit that sum to the Association together with the dues deducted from the salaries of unit members who are members of the Association pursuant to Section 4.1.

B. Deduction of the service fee provided for in paragraph A in this Section shall be made beginning in September and ending in June of each school year. Deductions for unit members who are hired after October 1 of any school year shall be appropriately pro-rated and shall be made in such manner as to complete deduction of the service fee by the end of that school year.

C. The Association warrants that it has established and will maintain a procedure for the refund to unit members of the amount of its dues which are in aid of activities or causes of a political or ideological nature only incidentally related to collective bargaining and that such procedure complies in all respects with the provisions of Chapter 677 of the Laws of 1977 and the Constitutions of the United States of America and the State of New York.

D. The Association will at all times hereafter indemnify and save harmless the District and its officers, agents and unit members against any liability, loss, damage, cost or expense which may be incurred or sustained by any of them as a result of or in connection with any action or proceeding by which any person or entity asserts the invalidity of the Association's refund procedure or the impropriety of the deduction of agency or service fees from the salaries of the unit members or the transmission of such fees to the Association. In the event any such action or proceeding is commenced against the District or any officer, agent, or unit member thereof, the District or such officer, agent or unit member shall within a reasonable time give notice in writing to the Association. Upon the giving of such notice the Association shall, at its expense, defend any such action and take all necessary steps to prevent the entry of any judgment or order against the District or any officer, agent or unit member thereof. In the event that any judgment is entered against the District or any of its officers, agents or unit members, the Association shall pay such judgment together with the costs of complying with any interim order

or final judgment which may be entered in such action or proceeding. Such costs of compliance shall include, but shall not be limited to, reasonable attorneys' fees and the costs of recomputation of the salaries of unit members and any interest ordered on any such judgment. The District may deduct the amount of any such judgment or order and any such fees, costs and disbursements from sums otherwise payable to the Association pursuant to the provisions of this section.

ARTICLE XX - INTRA-DISTRICT PROMOTIONS

20.1 When new positions or vacancies occur at any level, a listing of such positions shall be posted along with a statement of the nature of the job and the qualifications approved by the Board. A copy of such listing shall be mailed to the Association. Qualified applicants from among the District's professional staff are encouraged to apply. Special consideration will be given to such applicants from within the District (*Rev. 2003*). These applicants will be appropriately considered and acted upon by the Board. Upon request, the Board will hear statements from supporters of the applicant for a position. No vacancy will be filled until seven days after posting. Should the vacancy occur in the last two weeks of August, the Board reserves the right to fill the position immediately.

20.2 Teacher preference and seniority shall be the primary factors in determining transfers. All teachers shall be notified of the positions available. Teachers may request the positions in order of preference to which they desire to be transferred. (*Rev. 2003*)

20.3 An applicant for any position who is not selected will receive from the Superintendent, upon request, an explanation of why he or she did not receive the position.

20.4 Teacher preference and inverse seniority shall be the primary factors in determining involuntary transfers and reassignments. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the administrator in charge, at which time the teacher will be notified in writing of the reasons therefore. In the event the teacher objects to the transfer or reassignment, the teacher will have a meeting with the

Superintendent. No announcements shall be made for at least 24 hours after the staff member is notified in writing by the Superintendent of the final decision. *(Rev. 2003)*

ARTICLE XXI - DISTRICT-UNIT MEMBER COMMUNICATION PROCEDURES

21.1 A meeting with any administrator and/or supervisor may be requested by any unit member or unit members at the mutual convenience of the parties involved to discuss administrative procedure and upon written request such meeting shall occur no later than ten (10) days from the receipt of request.

21.2 The Liaison Committee of the Association, Board and the Administration shall meet to discuss matters of mutual interest upon the written request of any of the parties at least ten (10) days in advance of the requested meeting.

ARTICLE XXII - ANNUITIES

22.1 The number of annuities for which the District deducts unit member contributions shall not exceed 26 or the maximum number of fields available through payroll deduction, whichever is greater. Eligibility for payroll deduction of a new company or plan not in effect through payroll deduction prior to January 1, 1990 shall require three or more enrollees participating.

22.2 Each unit member is to be the owner of and to have possession of his or her annuity contract.

22.3 The District will not be responsible for the income tax consequences or other results of either the premium payments or distribution of proceeds made pursuant to the contracts purchased under this Article.

ARTICLE XXIII - CLASS SIZE AND CLASS LOAD

23.1 The employer shall strive where economically feasible and spatially possible to maintain the following class sizes (and class loads);

- A. Class size K-6 25:1
- 7-12 General Track 15:1
- 7-12 Academic & Honors 25 - 30:1
- Study Halls 60:1

Effective July 1, 2007, AIS 15:1

B. Class Load Grades 5-12

1. Unit members (*Rev. 2003*) shall be assigned a maximum of five teaching periods to total no more than 200 minutes per day. Teachers shall be assigned no more than three preparations wherever possible. Teaching loads (*Rev. 2003*) beyond five periods will not occur without documented evidence of their need and a list of steps taken by the District to fill the positions without exceeding the maximum of five teaching periods. The teaching of a sixth class is to adhere to the following guidelines, effective July 1, 2004:

- a. If a sixth teaching period is requested by a teacher to extend a current program or to offer an additional elective, it will be at no compensation.
- b. All District requested periods exceeding five period class loads will be posted, and the most qualified candidate will be selected. If no qualified candidates apply, the District may assign a bargaining unit member a sixth teaching period.
- c. If a sixth period is requested by the District then the teacher will be compensated **7% of Step 1 of the BA salary schedule** for a full year course and the compensation prorated for shorter courses.
- d. If there is a need for the same teacher and /or department to teach a sixth class period for consecutive years, additional staff will be hired unless agreed upon by the Association and the District.
- e. If there should be a need for three or more periods in any department, grade level, or content area, and an insufficient number of teachers apply when the positions

are posted internally, then a part time teacher will be hired and no one in the bargaining unit will be assigned. If the District is unable to fill all or part of the part-time positions after they are posted in accordance with standard hiring protocol, the District will demonstrate to the Association the steps it has taken in its effort to fill the positions. The District may then assign the necessary course sections to bargaining unit members as sixth teaching periods.

- f. In every case, a teacher that assumes a sixth teaching period shall be exempt from a supervisory assignment except for homeroom duties.
- g. Generally, a sixth period will not be assigned to a non-tenured bargaining unit member. In a case where the only certified teacher available for that content area is non-tenured, and a sixth period is necessary, additional support will be given to that teacher. *(Rev. 2003)*

2. Teachers shall be assigned no more than one supervisory period per day to total no more than 40 pupil contact minutes. Every effort will be made to assign supervisory duties with equity and fairness. *(Rev. 2003)*

3. Teachers who are assigned to service in more than one building face several potential difficulties. If driving is involved, they may have difficulty finding parking space. They may need additional time to put materials away and/or set up materials between one instructional session and the next period.

Twenty-five (25) minutes will be allowed between the end of a given teacher's instructional session in one building and the start of his/her next instructional session in another building. In instances where this full-time allotment is not possible, one or both of the building principals involved will discuss the situation with the teacher to work out an arrangement which will make the transition comfortable (e.g., a reserved parking space, assistance with clean up or set up of instructional site). This conversation will occur at least one week before the traveling assignment is scheduled to start.

Each traveling teacher will be assigned one school as his/her "home" building. Generally this will be the building in which the teacher teaches the greatest portion of his/her assignment.

In cases where a building principal has met with a traveling teacher to arrange special considerations for the teacher's assignment, or to determine "home" school for the teacher, that principal will communicate the complete details of the arrangement to the other principals involved and to the Superintendent *(Rev. 2003)*.

Any teacher who must travel between schools as part of his/her regularly scheduled workday shall have no supervisory duties.

4. Whenever possible, teachers' schedules will not exceed three consecutive pupil contact periods *(Rev. 2003)*.

C. Class Load K-4

Effective July 1, 2004, teachers shall not be assigned playground/recess duty *(Rev. 2003)*.

ARTICLE XXIV - WORK YEAR AND WORKDAY

24.1 Length of Work Year

A. The work year of unit members shall begin no earlier than the day after Labor Day and shall not total more than 186 days (including snow and emergency days). In the Elementary and Middle Schools, students will attend only half-day sessions for the three days prior to the last day of Regents week. The duties of all unit members will end no later than June 30. The Association will be consulted on the calendar prior to the Board's adoption of same.

24.2 Unit Member Workday

The workday for unit members shall not exceed seven hours. The workday shall begin no earlier than 7:30 a.m. and end no later than 3:40 p.m. Unit members shall not be required to arrive before 30 minutes of the student day nor remain more than 30 minutes after

student dismissal. If a teacher keeps a student or students, that teacher is responsible for the student or students kept until late bus dismissal. The foregoing shall not preclude unit member participation in other meetings deemed necessary by the District.

24.3 Preparation Period

Each teacher shall have a duty-free class period, whenever possible, of not less than 30 minutes daily, solely for preparation purposes. In addition, all unit members shall receive a 30-minute duty-free lunch period.

24.4 Requisitions

Every attempt will be made to provide materials necessary to complete requisitions to all teaching personnel before Christmas.

24.5 In any year of the term of this Agreement up to one (*Rev. 2000*) emergency closing days not used prior to Memorial Day weekend shall be added to the Memorial Day weekend holiday; provided, however, that in the event that an emergency necessitates the closing of the District's schools on any day between Memorial Day weekend and June 30 and no emergency closing day remains, unit members shall be required to report for work on an additional day to be scheduled by the District and their service on any such additional day shall be deemed to be included within their regular duties.

24.6 Effective July 1, 2000, between October 1 and May 31st each Monday (*Rev. 2003*) will be designated an extended day, by one hour, for the purpose of conducting staff development, staff inservice, parent conferences, team meetings, and any other professional meeting, as proposed in collaboration between the Association and the District (*Rev. 2000*). **At the discretion of the Superintendent, up to four (4) Mondays shall not be extended.**

ARTICLE XXV - TEACHER EVALUATION

25.1 Administrators' evaluation and supervision of teachers shall relate to their ability to perform their teaching duties.

25.2 All formal evaluations shall be reduced to writing. It is understood that teachers shall be informed prior to any formal evaluation at least 24 hours in advance of said evaluation.

25.3 First-year probationary teachers shall be formally evaluated in a classroom situation at least three times during the year. There shall be no more than two such evaluations in any one semester. The first evaluation shall not occur later than October 31 of each year. Second and third year probationary teachers shall be evaluated at least once each semester. For probationary teachers hired after July 1, 2001, one evaluation each year may be unannounced (*Rev. 2000*).

25.4 Tenured teachers shall be formally evaluated at least once each year in accordance with this Agreement and the procedures agreed upon by the District and the Association.

25.5 In addition to the regular evaluations above set forth, any teacher may request and will receive at least one additional formal observation per year.

25.6 A copy of the written observation report done as a result of a direct administrative observation shall be submitted to the teacher being evaluated no later than 15 workdays following said observation. Upon receipt of the written report, the teacher shall have the right to a follow-up conference to be held within 15 workdays after receipt of said written evaluation.

25.7 If the performance of a teacher is less than satisfactory, then said teacher must be so advised. If said teacher is so advised, the supervisor or evaluator shall have the responsibility to make specific recommendations in writing to the teacher to improve his or her performance.

25.8 The parties will meet and confer on an annual basis concerning the form and content of the District's teacher evaluation process.

ARTICLE XXVI - UNIT MEMBER FILES

26.1 The District shall maintain in its central office an official personnel file for each unit member. Such file shall contain copies of personnel transactions, including annual salary

notices, compilations of leave accruals and requests for leave, if any; official correspondence with the unit member; and all official correspondence, memoranda and documents relating to the unit member's job performance or to promotion, discipline or evaluation of the unit member by the District. Any letter or report of a laudatory nature shall be placed in the file. The official personnel file shall not contain statements submitted or received in connection with the unit member's initial employment by the District.

26.2 A copy of each document to be filed in the official personnel file shall be provided to the unit member at the time it is inserted in the file.

26.3 The contents of the official personnel file may be reviewed by the unit member upon reasonable advance notice in writing to the District at any time during normal working hours, together with a representative should the unit member select one for such purpose. Upon further written request therefor, the unit member shall be furnished with a copy of any document contained in his or her official personnel file.

26.4 The unit member may file a response to any document in the official personnel file, which response shall be appended to such document. If the unit member feels that any material placed in the official personnel file is inaccurate, he or she may file a grievance.

ARTICLE XXVII - ACADEMIC FREEDOM

27.1 No unit member will be penalized or disciplined for personal political or philosophical beliefs or opinions as long as these beliefs and/or opinions do not interfere with classroom performance.

ARTICLE XXVIII - LEAD TEACHERS

28.1 Lead Teachers - **Instructional study leaders and grade level team leaders** will be elected on a yearly basis by members of the unit involved not later than March 1 of the year preceding that in which the individual shall serve. Appointments to these positions shall be voluntary and subject to the approval of the Board of Education upon the recommendation of the Superintendent.

28.2 A lead teacher need not hold administrative certification unless he or she serves more than 25 percent (10 periods per week) in any supervisory or administrative position. All lead teachers must have been appointed on tenure. **In the event that no tenured teacher is available for such position, non-tenured teachers may be considered if their interest is voluntary, they are elected by their IST/GLT, and their election is supported by their principal.**

28.3 Written job descriptions for the positions of lead teachers will be mutually agreed upon by the Association and the District.

ARTICLE XXIX - NOTICE OF TERMINATION

29.1 When possible, any non-tenured unit member whose services are to be terminated must be notified by May 1 unless such action is the result of disciplinary action or for financial exigency.

ARTICLE XXX - PAYROLL OPTIONS

30.1 Salaries of each unit member shall be paid on at least a bi-weekly basis throughout the school year commencing on or before that first Friday of the first full week of school, pursuant to whichever of the following options is selected by the unit member in writing:

OPTION A (School year payment plan): The unit member's gross annual salary will be divided by either 21 or 22, the number in any school year to be determined (by reference to the official school calendar) by the number of payroll periods of not longer than two weeks duration in such school year. One installment, so computed, shall be paid on each payroll date.

OPTION B (Calendar year payment plan): The unit member 's gross annual salary will be divided by 26. One installment, so computed, shall be paid on each payroll date except the last, on which the unit member shall receive the balance (representing either 5/26ths or 6/26ths,

depending upon the number of payroll periods of not longer than two weeks duration in the appropriate school year) of his or her annual salary.

30.2 To initiate a payroll option or to change the option for the following year, the unit member will notify the District prior to June 30 of the preceding school year. Unit members new to the District will be notified in writing of the options available and given a reasonable amount of time to respond.

ARTICLE XXXI - MISCELLANEOUS PROVISIONS

31.1 Unit members are entitled to a workplace that is free of harassment, intimidation, and fear. Consistent with the Collective Bargaining Agreement and State Law, administrative decisions will be made based upon what is best for the educational program. Administrative actions with regard to issues such as transfers, work assignments, leave approvals, unit member evaluations, discipline, etc., will not be used by administrators as a way to harass or intimidate unit members whom they do not favor.

Reprimand or discipline of unit members for conditions involved in the performance of their duties will be conducted in private by the appropriate supervisor. Unit members will demonstrate similar professional courtesy to administrators by relating problems or difficulties in private.

In the event that a unit member or the Association has reason to believe that this section has been violated, a meeting among the Association, the unit member, and the Superintendent shall be scheduled immediately to discuss the problem *(Rev. 2003)*.

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

31.3 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

31.4 Any individual arrangement, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall, except as otherwise provided in this Agreement, be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual arrangement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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

31.6 Copies of this Agreement shall be printed at the expense of the District and be given to all unit members now employed or hereafter employed by the District within two weeks after its execution or employment if that occurs later.

31.7 Non-resident children of full-time unit members may attend the District schools without payment of tuition.

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

ARTICLE XXXII – RETIREMENT INCENTIVE

32.1.A.i Teachers meeting the criteria for retirement without penalty pursuant to the rules of the New York State Teachers’ Retirement System and who retire on June 30th of their first year of eligibility without penalty and with a minimum of ten (10) years of service in the District shall receive \$10,000.

32.1.A.ii Nurses meeting the criteria for retirement without penalty pursuant to the rules of the New York State Employees' Retirement System and who retire on June 30th of their first year of eligibility without penalty and with a minimum of ten (10) years of service in the District shall receive, depending on their year of retirement, (a) \$7,000 effective July 1, 2006, (b) \$7,250 effective July 1, 2007 or (c) \$7,500 effective July 1, 2009.

32.1.A.iii Teaching Assistants hired prior to July 1, 2003 meeting the criteria for retirement without penalty pursuant to the rules of the New York State Teachers' Retirement System and who retire on June 30th of their first year of eligibility without penalty and with a minimum of ten (10) years of service in the District shall receive \$5,000.

32.1.B.i -- Teachers meeting the qualifications contained in Section 32.1.A.i above shall also receive a salary supplement of an amount equal to the product of the number of unused cumulative leave time (CLT) credits on the effective date of such retirement per the schedule below:

CLT Days 1-150	\$25 for each day
CLT Days 151-200	\$50 for each day
CLT Days 201-250	\$60 for each day
CLT Days 251-300	\$75 for each day

32.1.B.ii -- Nurses meeting the qualifications contained in Section 32.1.A.ii above shall also receive a salary supplement of an amount equal to the product of the number of unused cumulative leave time (CLT) credits on the effective date of such retirement per the schedule below:

CLT Days 1-150	\$18.75 for each day
CLT Days 151-200	\$37.50 for each day
CLT Days 201-250	\$45 for each day
CLT Days 251-300	\$56.25 for each day

32.1.B.iii -- Teaching Assistants hired prior to July 1, 2003 meeting the qualifications contained in Section 32.1.A.iii above shall also receive a salary supplement of an amount equal to the product of the number of unused cumulative leave time (CLT) credits on the effective date of such retirement per the schedule below:

CLT Days 1-150	\$12.50 for each day
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CLT Days 151-200	\$25 for each day
CLT Days 201-250	\$30 for each day
CLT Days 251-300	\$37.50 for each day

32.1.C Teaching Assistants hired on or after July 1, 2003 meeting the criteria for retirement without penalty pursuant to the rules of the New York State Teachers' Retirement System and who retire on June 30th of their first year of eligibility without penalty and with a minimum of ten (10) years of service in the District shall receive a payment of CLT per the schedule below (based on a seven (7) hour work day) up to a maximum of three hundred (300) days.

CLT Days 1-150	\$12.50 for each day
CLT Days 151-200	\$25 for each day
CLT Days 201-250	\$30 for each day
CLT Days 251-300	\$37.50 for each day

32.1.D Unit members shall not be eligible for payment for unused cumulative leave time (CLT) credits per Article 16.1 if submitting claim under this Article.

32.1.E In order to qualify for the retirement incentive and/or salary supplement a Teacher, Nurse or Teaching Assistant must submit an irrevocable letter of resignation for retirement purposes to the Superintendent no later than January 15th of the school year of the first year of eligibility to retire without penalty to be effective June 30th of that school year. The Teacher, Nurse or Teaching Assistant must provide information from NYSTRS or NYSERS to verify eligibility.

NOTE: (1) For the 2006-07 school year only, the District will waive the 1st year eligibility requirement to allow for a Teacher, Nurse or Teaching Assistant who may have already passed the first year of eligibility without penalty to be eligible for the retirement incentive and/or salary supplement;

(2) For the 2006-07 school year only, the submission date of the irrevocable letter of resignation for retirement purposes to the Superintendent shall be no later than May 15, 2007 for the effective date of June 30, 2007;

(3) The District will not participate in any required TSA plan. Choice of any TSA contributions shall be the responsibility of each individual unit member.

32.1.F – Upon expiration of this collective bargaining agreement on June 30, 2010, Article 32 will sunset.

ARTICLE XXXIII – DISTRICT REIMBURSEMENT FOR
REQUIRED MASTER’S DEGREE

33.1 The District will pay the cost of tuition for a teacher’s master’s degree if that degree is required for the teacher to become permanently certified to teach in New York State, and if classes to obtain the degree do not conflict with the teacher’s professional responsibilities in the District. Tuition costs shall not exceed the tuition charged at the State University of New York. *(Rev. 2003)*

33.2 A teacher requesting District payment for required coursework shall provide proof of enrollment in a degree program that meets the requirement for New York State permanent certification. After each course which counts toward the master’s degree is completed and a grade is earned, the teacher shall deliver to the Superintendent’s office documentation of the minimum grade required, the actual grade earned for the course, and a copy of an itemized tuition bill or receipt for payment. The District will pay for tuition only, and not for student fees, late payment fees, textbooks, or other costs associated with registration and enrollment. *(Rev. 2003)*

33.3 A teacher whose master’s degree coursework is financed by the District will not be eligible for salary credit for degree and coursework until such time as the amount paid by the District for tuition equals the amount that the courses taken would have generated in salary supplements. In the school year after the year in which the tuition costs paid equal the salary supplements otherwise applicable, salary supplements will be paid in accordance with Article 15.3 and 15.4. *(Rev. 2003)*

33.4 If a teacher whose master’s degree work has been financed by the District leaves District service, he/she will repay to the District any money not recouped by the District under Section 33.2 of this Article. This amount will be withheld from the teacher’s final paycheck and/or will be billed to the teacher. At the time of application for money under this Article, the teacher will be required to sign an agreement to repay the District for any outstanding tuition costs. *(Rev. 2003)*

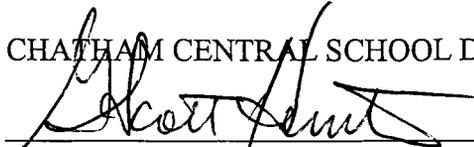
ARTICLE XXXIV - DURATION OF AGREEMENT

34.1 The term of this Agreement shall commence on July 1, 2006 and shall extend to and including June 30, 2010.

34.2 This Agreement is the entire agreement between the District and the Association and terminates all prior agreements and understandings between the parties. The District and the Association agree that all negotiable items presented in the proposals have been discussed during the negotiations leading to this Agreement, and agree that negotiations will not be reopened during the life of this Agreement on any mandatory subject of negotiations which was or might have been raised in those negotiations, whether contained in this Agreement or not, unless mutually agreed. All District policies unaltered or unchanged by the language of this Agreement shall remain in force during the term of this Agreement. It shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.

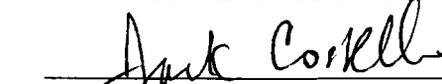
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives on September 10, 2007.

CHATHAM CENTRAL SCHOOL DISTRICT

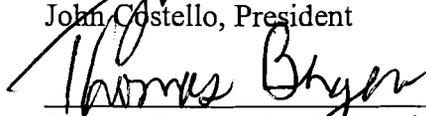


G. Scott Hunter, Superintendent of Schools

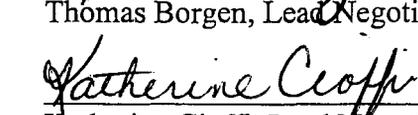
CCS TEACHERS' ASSOCIATION



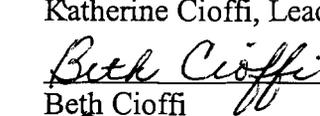
John Costello, President



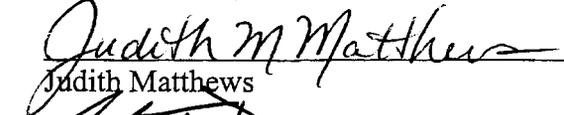
Thomas Borgen, Lead Negotiator



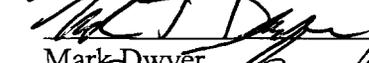
Katherine Cioffi, Lead Negotiator



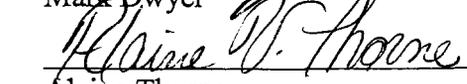
Beth Cioffi



Judith Matthews



Mark Dwyer



Elaine Thorne

Appendix A
Salary Schedule
2006 - 07

STEP	BACHELORS	B + 30	MASTERS
1	\$ 37,200	\$ 38,200	\$ 38,700
2	\$ 38,071	\$ 39,071	\$ 39,571
3	\$ 38,961	\$ 39,961	\$ 40,461
4	\$ 39,873	\$ 40,873	\$ 41,373
5	\$ 40,812	\$ 41,812	\$ 42,312
6	\$ 41,773	\$ 42,773	\$ 43,273
7	\$ 42,758	\$ 43,758	\$ 44,258
8	\$ 43,765	\$ 44,765	\$ 45,265
9	\$ 44,798	\$ 45,798	\$ 46,298
10	\$ 45,853	\$ 46,853	\$ 47,353
11	\$ 46,935	\$ 47,935	\$ 48,435
12	\$ 48,041	\$ 49,041	\$ 49,541
13	\$ 49,172	\$ 50,172	\$ 50,672
14	\$ 50,332	\$ 51,332	\$ 51,832
15	\$ 51,519	\$ 52,519	\$ 53,019
16	\$ 52,732	\$ 53,732	\$ 54,232
17	\$ 53,975	\$ 54,975	\$ 55,475
18	\$ 55,248	\$ 56,248	\$ 56,748
19	\$ 56,549	\$ 57,549	\$ 58,049
20	\$ 57,882	\$ 58,882	\$ 59,382
21	\$ 59,246	\$ 60,246	\$ 60,746
22	\$ 60,643	\$ 61,643	\$ 62,143
23	\$ 62,073	\$ 63,073	\$ 63,573
24	\$ 63,536	\$ 64,536	\$ 65,036
25	\$ 65,033	\$ 66,033	\$ 66,533
26	\$ 66,567	\$ 67,567	\$ 68,067
27	\$ 68,135	\$ 69,135	\$ 69,635
28	\$ 69,740	\$ 70,740	\$ 71,240
29	\$ 71,385	\$ 72,385	\$ 72,885
30	\$ 73,067	\$ 74,067	\$ 74,567
31	\$ 74,068	\$ 75,068	\$ 75,568
32	\$ 75,082	\$ 76,082	\$ 76,582
33	\$ 76,111	\$ 77,111	\$ 77,611
34	\$ 77,154	\$ 78,154	\$ 78,654
35	\$ 79,777	\$ 80,777	\$ 81,277

**Appendix A-1
Teaching Assistants
Salary schedule
2006 - 07**

Step	Level I	Level II	Level III	Level IV
	includes hs & test	includes hs, test, one year experience and 6 credits	includes hs, test, one year experience and 18 credits	includes hs, test, one year experience and 120 credits
1	\$ 10.85	\$ 10.93	\$ 11.08	\$ 12.35
2	\$ 11.73	\$ 11.81	\$ 11.96	\$ 13.23
3	\$ 12.61	\$ 12.69	\$ 12.84	\$ 14.11
4	\$ 13.48	\$ 13.56	\$ 13.72	\$ 14.99
5	\$ 14.36	\$ 14.44	\$ 14.59	\$ 15.87
6	\$ 15.24	\$ 15.32	\$ 15.47	\$ 16.75
7	\$ 16.12	\$ 16.20	\$ 16.35	\$ 17.62
8	\$ 17.00	\$ 17.08	\$ 17.23	\$ 18.50
9	\$ 18.05	\$ 18.13	\$ 18.29	\$ 19.57

Annual salaries will be calculated using the hourly rate for 190 days per school year

Appendix B
Salary Schedule
2007 - 08

STEP	BACHELORS	B + 30	MASTERS
1	\$ 38,168	\$ 39,168	\$ 39,668
2	\$ 39,060	\$ 40,060	\$ 40,560
3	\$ 39,974	\$ 40,974	\$ 41,474
4	\$ 40,909	\$ 41,909	\$ 42,409
5	\$ 41,874	\$ 42,874	\$ 43,374
6	\$ 42,859	\$ 43,859	\$ 44,359
7	\$ 43,870	\$ 44,870	\$ 45,370
8	\$ 44,903	\$ 45,903	\$ 46,403
9	\$ 45,962	\$ 46,962	\$ 47,462
10	\$ 47,046	\$ 48,046	\$ 48,546
11	\$ 48,155	\$ 49,155	\$ 49,655
12	\$ 49,290	\$ 50,290	\$ 50,790
13	\$ 50,451	\$ 51,451	\$ 51,951
14	\$ 51,640	\$ 52,640	\$ 53,140
15	\$ 52,858	\$ 53,858	\$ 54,358
16	\$ 54,103	\$ 55,103	\$ 55,603
17	\$ 55,379	\$ 56,379	\$ 56,879
18	\$ 56,684	\$ 57,684	\$ 58,184
19	\$ 58,020	\$ 59,020	\$ 59,520
20	\$ 59,387	\$ 60,387	\$ 60,887
21	\$ 60,786	\$ 61,786	\$ 62,286
22	\$ 62,220	\$ 63,220	\$ 63,720
23	\$ 63,687	\$ 64,687	\$ 65,187
24	\$ 65,188	\$ 66,188	\$ 66,688
25	\$ 66,724	\$ 67,724	\$ 68,224
26	\$ 68,297	\$ 69,297	\$ 69,797
27	\$ 69,906	\$ 70,906	\$ 71,406
28	\$ 71,553	\$ 72,553	\$ 73,053
29	\$ 73,241	\$ 74,241	\$ 74,741
30	\$ 74,967	\$ 75,967	\$ 76,467
31	\$ 75,993	\$ 76,993	\$ 77,493
32	\$ 77,034	\$ 78,034	\$ 78,534
33	\$ 78,090	\$ 79,090	\$ 79,590
34	\$ 79,160	\$ 80,160	\$ 80,660
35	\$ 81,851	\$ 82,851	\$ 83,351

**Appendix B-1
Teaching Assistants
Salary Schedule
2007 - 08**

Step	Level I	Level II	Level III	Level IV
	includes hs & test	includes hs, test, one year experience and 6 credits	includes hs, test, one year experience and 18 credits	includes hs, test, one year experience and 120 credits
1	\$ 14,265	\$ 14,371	\$ 14,570	\$ 16,244
2	\$ 15,421	\$ 15,527	\$ 15,726	\$ 17,399
3	\$ 16,576	\$ 16,682	\$ 16,881	\$ 18,555
4	\$ 17,732	\$ 17,838	\$ 18,037	\$ 19,710
5	\$ 18,887	\$ 18,993	\$ 19,192	\$ 20,866
6	\$ 20,042	\$ 20,148	\$ 20,347	\$ 22,021
7	\$ 21,198	\$ 21,304	\$ 21,503	\$ 23,176
8	\$ 22,353	\$ 22,459	\$ 22,658	\$ 24,332
9	\$ 23,732	\$ 23,843	\$ 24,047	\$ 25,731

Annual salary calculated using a 7 hour day including paid lunch for 186 days per school year

Appendix C
Salary Schedule
2008 - 09

STEP	BACHELORS	B + 30	MASTERS
1	\$ 39,160	\$ 40,160	\$ 40,660
2	\$ 40,076	\$ 41,076	\$ 41,576
3	\$ 41,014	\$ 42,014	\$ 42,514
4	\$ 41,973	\$ 42,973	\$ 43,473
5	\$ 42,962	\$ 43,962	\$ 44,462
6	\$ 43,973	\$ 44,973	\$ 45,473
7	\$ 45,010	\$ 46,010	\$ 46,510
8	\$ 46,071	\$ 47,071	\$ 47,571
9	\$ 47,157	\$ 48,157	\$ 48,657
10	\$ 48,269	\$ 49,269	\$ 49,769
11	\$ 49,407	\$ 50,407	\$ 50,907
12	\$ 50,571	\$ 51,571	\$ 52,071
13	\$ 51,763	\$ 52,763	\$ 53,263
14	\$ 52,983	\$ 53,983	\$ 54,483
15	\$ 54,232	\$ 55,232	\$ 55,732
16	\$ 55,510	\$ 56,510	\$ 57,010
17	\$ 56,819	\$ 57,819	\$ 58,319
18	\$ 58,158	\$ 59,158	\$ 59,658
19	\$ 59,528	\$ 60,528	\$ 61,028
20	\$ 60,931	\$ 61,931	\$ 62,431
21	\$ 62,367	\$ 63,367	\$ 63,867
22	\$ 63,838	\$ 64,838	\$ 65,338
23	\$ 65,343	\$ 66,343	\$ 66,843
24	\$ 66,882	\$ 67,882	\$ 68,382
25	\$ 68,459	\$ 69,459	\$ 69,959
26	\$ 70,073	\$ 71,073	\$ 71,573
27	\$ 71,724	\$ 72,724	\$ 73,224
28	\$ 73,414	\$ 74,414	\$ 74,914
29	\$ 75,145	\$ 76,145	\$ 76,645
30	\$ 76,916	\$ 77,916	\$ 78,416
31	\$ 77,969	\$ 78,969	\$ 79,469
32	\$ 79,037	\$ 80,037	\$ 80,537
33	\$ 80,121	\$ 81,121	\$ 81,621
34	\$ 81,218	\$ 82,218	\$ 82,718
35	\$ 83,979	\$ 84,979	\$ 85,479

**Appendix C-1
Teaching Assistants
Salary Schedule
2008 - 09**

Step	Level I	Level II	Level III	Level IV
	includes hs & test	includes hs, test, one year experience and 6 credits	includes hs, test, one year experience and 18 credits	includes hs, test, one year experience and 120 credits
1	\$ 14,408	\$ 14,515	\$ 14,716	\$ 16,406
2	\$ 15,575	\$ 15,682	\$ 15,883	\$ 17,573
3	\$ 16,742	\$ 16,849	\$ 17,050	\$ 18,740
4	\$ 17,909	\$ 18,016	\$ 18,217	\$ 19,907
5	\$ 19,076	\$ 19,183	\$ 19,384	\$ 21,074
6	\$ 20,243	\$ 20,350	\$ 20,551	\$ 22,241
7	\$ 21,410	\$ 21,517	\$ 21,718	\$ 23,408
8	\$ 22,577	\$ 22,684	\$ 22,885	\$ 24,575
9	\$ 23,969	\$ 24,082	\$ 24,288	\$ 25,988

Annual salary calculated using a 7 hour day including paid lunch for 186 days per school year

**Appendix D
Salary Schedule
2009 - 10**

STEP	BACHELORS	B + 30	MASTERS
1	\$ 40,217	\$ 41,217	\$ 41,717
2	\$ 41,158	\$ 42,158	\$ 42,658
3	\$ 42,121	\$ 43,121	\$ 43,621
4	\$ 43,106	\$ 44,106	\$ 44,606
5	\$ 44,122	\$ 45,122	\$ 45,622
6	\$ 45,161	\$ 46,161	\$ 46,661
7	\$ 46,225	\$ 47,225	\$ 47,725
8	\$ 47,315	\$ 48,315	\$ 48,815
9	\$ 48,431	\$ 49,431	\$ 49,931
10	\$ 49,572	\$ 50,572	\$ 51,072
11	\$ 50,741	\$ 51,741	\$ 52,241
12	\$ 51,937	\$ 52,937	\$ 53,437
13	\$ 53,160	\$ 54,160	\$ 54,660
14	\$ 54,413	\$ 55,413	\$ 55,913
15	\$ 55,697	\$ 56,697	\$ 57,197
16	\$ 57,009	\$ 58,009	\$ 58,509
17	\$ 58,353	\$ 59,353	\$ 59,853
18	\$ 59,728	\$ 60,728	\$ 61,228
19	\$ 61,135	\$ 62,135	\$ 62,635
20	\$ 62,576	\$ 63,576	\$ 64,076
21	\$ 64,051	\$ 65,051	\$ 65,551
22	\$ 65,561	\$ 66,561	\$ 67,061
23	\$ 67,107	\$ 68,107	\$ 68,607
24	\$ 68,688	\$ 69,688	\$ 70,188
25	\$ 70,307	\$ 71,307	\$ 71,807
26	\$ 71,965	\$ 72,965	\$ 73,465
27	\$ 73,660	\$ 74,660	\$ 75,160
28	\$ 75,396	\$ 76,396	\$ 76,896
29	\$ 77,174	\$ 78,174	\$ 78,674
30	\$ 78,993	\$ 79,993	\$ 80,493
31	\$ 80,074	\$ 81,074	\$ 81,574
32	\$ 81,171	\$ 82,171	\$ 82,671
33	\$ 82,284	\$ 83,284	\$ 83,784
34	\$ 83,411	\$ 84,411	\$ 84,911
35	\$ 86,247	\$ 87,247	\$ 87,747

**Appendix D-1
Teaching Assistants
Salary Schedule
2009 - 10**

Step	Level I	Level II	Level III	Level IV
	includes hs & test	includes hs, test, one year experience and 6 credits	includes hs, test, one year experience and 18 credits	includes hs, test, one year experience and 120 credits
1	\$ 14,552	\$ 14,660	\$ 14,863	\$ 16,570
2	\$ 15,731	\$ 15,839	\$ 16,042	\$ 17,749
3	\$ 16,909	\$ 17,017	\$ 17,220	\$ 18,928
4	\$ 18,088	\$ 18,196	\$ 18,399	\$ 20,106
5	\$ 19,267	\$ 19,375	\$ 19,578	\$ 21,285
6	\$ 20,445	\$ 20,553	\$ 20,756	\$ 22,464
7	\$ 21,624	\$ 21,732	\$ 21,935	\$ 23,642
8	\$ 22,803	\$ 22,911	\$ 23,114	\$ 24,821
9	\$ 24,209	\$ 24,322	\$ 24,530	\$ 26,248

Annual salary calculated using a 7 hour day including paid lunch for 186 days per school year

Appendix E

Coaching Stipends	06 - 07	07 - 08	08 - 09	09 - 10
<u>Group 1:</u>				
Varsity Football	\$ 3,650	\$ 3,745	\$ 3,842	\$ 3,946
Varsity Girls' Basketball	\$ 3,650	\$ 3,745	\$ 3,842	\$ 3,946
Varsity Boys' Basketball	\$ 3,650	\$ 3,745	\$ 3,842	\$ 3,946
<u>Group 2:</u>				
		\$ -		
Varsity Boys' Track	\$ 3,215	\$ 3,299	\$ 3,384	\$ 3,476
Varsity Girls' Track	\$ 3,215	\$ 3,299	\$ 3,384	\$ 3,476
<u>Group 3:</u>				
Varsity Boys' Baseball	\$ 3,061	\$ 3,141	\$ 3,222	\$ 3,309
Varsity Girls' Softball	\$ 3,061	\$ 3,141	\$ 3,222	\$ 3,309
Varsity Boys' Soccer	\$ 3,061	\$ 3,141	\$ 3,222	\$ 3,309
Varsity Girls' Soccer	\$ 3,061	\$ 3,141	\$ 3,222	\$ 3,309
<u>Group 4:</u>				
Varsity Boys' Volleyball	\$ 2,586	\$ 2,653	\$ 2,722	\$ 2,796
Varsity Girls' Volleyball	\$ 2,586	\$ 2,653	\$ 2,722	\$ 2,796
Varsity Cross Country (B&G)	\$ 2,586	\$ 2,653	\$ 2,722	\$ 2,796
<u>Group 5:</u>				
Varsity Boys' Tennis	\$ 2,470	\$ 2,534	\$ 2,600	\$ 2,670
Varsity Girls' Tennis	\$ 2,470	\$ 2,534	\$ 2,600	\$ 2,670
Varsity Cheerleading (F+W)	\$ 2,470	\$ 2,534	\$ 2,600	\$ 2,670
<u>Group 6:</u>				
JV Boys' Basketball	\$ 2,253	\$ 2,312	\$ 2,372	\$ 2,436
JV Girls' Basketball	\$ 2,253	\$ 2,312	\$ 2,372	\$ 2,436
JV Football	\$ 2,253	\$ 2,312	\$ 2,372	\$ 2,436
7/8 Football	\$ 2,253	\$ 2,312	\$ 2,372	\$ 2,436
Asst. Varsity Football	\$ 2,253	\$ 2,312	\$ 2,372	\$ 2,436
Asst. Varsity Football	\$ 2,253	\$ 2,312	\$ 2,372	\$ 2,436
<u>Group 7:</u>				
JV Boys' Baseball	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
JV Girls' Softball	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
JV Boys' Soccer	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
JV Girls' Soccer	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
Asst. Boys Track	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
Asst. Girls Track	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
Frosh Basketball	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
Asst. JV Football	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
JV Girls Volleyball	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
Varsity Golf	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
Varsity Bowling	\$ 1,806	\$ 1,853	\$ 1,901	\$ 1,952
<u>Group 8:</u>				
7/8 Track	\$ 1,635	\$ 1,678	\$ 1,721	\$ 1,768
<u>Group 9:</u>				
Asst. Cross Country	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
7/8 Boys' Basketball	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
7/8 Girls' Basketball	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
7/8 Boys Baseball	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
7/8 Girls' Softball	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
7/8 Boys' Soccer	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
7/8 Girls' Soccer	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
7/8 Football Asst.	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
Weight Training	\$ 1,403	\$ 1,439	\$ 1,477	\$ 1,517
<u>Group 10:</u>				
7/8 Cheerleading	\$ 555	\$ 569	\$ 584	\$ 600
Athletic Director	\$ 5,531	\$ 5,675	\$ 5,822	\$ 5,980

Appendix F

Extracurricular Stipends	06 - 07	07 - 08	08 - 09	09 - 10
<u>Group 1:</u>				
HS Yearbook	\$ 2,228	\$ 2,286	\$ 2,345	\$ 2,409
Director CHS Musical	\$ 2,228	\$ 2,286	\$ 2,345	\$ 2,409
Director CMS Musical	\$ 2,228	\$ 2,286	\$ 2,345	\$ 2,409
<u>Group 2:</u>				
HS Band director	\$ 1,856	\$ 1,904	\$ 1,954	\$ 2,007
Senior Class Advisor	\$ 1,856	\$ 1,904	\$ 1,954	\$ 2,007
Junior Class Advisor	\$ 1,856	\$ 1,904	\$ 1,954	\$ 2,007
<u>Group 3:</u>				
Shakespeare	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
CHS Student Gov't	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
CMS Student Gov't	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
CHS Musical Director for Musical	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
CMS Musical Director for Musical	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
Soph. Class Advisor	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
HS Orchestra Director	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
HS Chorus Director	\$ 1,299	\$ 1,333	\$ 1,367	\$ 1,404
<u>Group 4:</u>				
CMS Orchestra Director	\$ 928	\$ 952	\$ 977	\$ 1,003
CMS Chorus Director	\$ 928	\$ 952	\$ 977	\$ 1,003
CMS Yearbook	\$ 928	\$ 952	\$ 977	\$ 1,003
<u>Group 5:</u>				
Intramural Athletics				
Fall - CMS	\$ 854	\$ 876	\$ 899	\$ 923
Winter - MED	\$ 854	\$ 876	\$ 899	\$ 923
Winter - CMS	\$ 854	\$ 876	\$ 899	\$ 923
Winter - CHS	\$ 854	\$ 876	\$ 899	\$ 923
Spring - MED	\$ 854	\$ 876	\$ 899	\$ 923
Spring - CMS	\$ 854	\$ 876	\$ 899	\$ 923
Spring - CHS	\$ 854	\$ 876	\$ 899	\$ 923
CHS Producer for Musical	\$ 854	\$ 876	\$ 899	\$ 923
CMS Producer for Musical	\$ 854	\$ 876	\$ 899	\$ 923
<u>Group 6:</u>				
CHS Tech Director for Musical	\$ 743	\$ 762	\$ 782	\$ 803
CMS Tech Director for Musical	\$ 743	\$ 762	\$ 782	\$ 803
Ed. Comm. Director CHS	\$ 743	\$ 762	\$ 782	\$ 803
Ed. Comm. Director CMS	\$ 743	\$ 762	\$ 782	\$ 803
Ed. Comm. Director MED	\$ 743	\$ 762	\$ 782	\$ 803
CMS Drama Club (5/6)	\$ 743	\$ 762	\$ 782	\$ 803
CMS Drama Club (7/8)	\$ 743	\$ 762	\$ 782	\$ 803
CHS Drama Club	\$ 743	\$ 762	\$ 782	\$ 803
CHS Literary Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Book Club (5/6)	\$ 743	\$ 762	\$ 782	\$ 803
CMS Book Club (7/8)	\$ 743	\$ 762	\$ 782	\$ 803
MED Computer Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Computer Club	\$ 743	\$ 762	\$ 782	\$ 803
CHS Computer Club	\$ 743	\$ 762	\$ 782	\$ 803
CHS Chess Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Chess Club	\$ 743	\$ 762	\$ 782	\$ 803
HS National Honor Society	\$ 743	\$ 762	\$ 782	\$ 803
MS National Honor Society	\$ 743	\$ 762	\$ 782	\$ 803

Appendix F

Extra Duties/Supplies	06-07	07-08	08-09	09-10
Group 6: (cont'd)				
CHS Ecology Club	\$ 743	\$ 762	\$ 782	\$ 803
CHS Spanish Club	\$ 743	\$ 762	\$ 782	\$ 803
CHS School Newspaper	\$ 743	\$ 762	\$ 782	\$ 803
CHS Film Club	\$ 743	\$ 762	\$ 782	\$ 803
CHS Outdoor Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Outdoor Club	\$ 743	\$ 762	\$ 782	\$ 803
Chatham Fair Coord.	\$ 743	\$ 762	\$ 782	\$ 803
CMS History Club	\$ 743	\$ 762	\$ 782	\$ 803
MED Ski Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Ski Club	\$ 743	\$ 762	\$ 782	\$ 803
CHS Ski Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Band Director	\$ 743	\$ 762	\$ 782	\$ 803
CMS Band Director	\$ 743	\$ 762	\$ 782	\$ 803
MED Chorus Director	\$ 743	\$ 762	\$ 782	\$ 803
CMS Character Education	\$ 743	\$ 762	\$ 782	\$ 803
CMS Technology Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Art Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Walking Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Talent Show	\$ 743	\$ 762	\$ 782	\$ 803
CMS Talent Show Prep	\$ 743	\$ 762	\$ 782	\$ 803
CMS Environmental Club	\$ 743	\$ 762	\$ 782	\$ 803
CMS Garden Club	\$ 743	\$ 762	\$ 782	\$ 803
Group 7:				
Frosh Class Advisor	\$ 651	\$ 668	\$ 685	\$ 704
CMS School Newspaper	\$ 651	\$ 668	\$ 685	\$ 704
CHS SADD	\$ 651	\$ 668	\$ 685	\$ 704
CMS SADD	\$ 651	\$ 668	\$ 685	\$ 704
Special Events Coord.	\$ 651	\$ 668	\$ 685	\$ 704

APPENDIX G

Professional Residency Program (PRP)

- *SYNOPSIS* -

Chatham Central School District

Professional Residency Program (PRP)*

“District Training Commitment to Advancing the Mission and Objectives of the Chatham Central School District”

*The District and Association will continue to collaborate in developing the PRP.

1.0 Goal

The goals of the Chatham Central School District Professional Residency Program (PRP) are twofold—

- To provide probationary teachers with a comprehensive training experience through group and individual instruction and direct, in-class support aimed at the District’s Learning Objectives.
- To enable probationary teachers to experience a rich culture of professional support so that their performance is consistent with high levels of proficiency as a teacher in the Chatham Central School District.

2.0 Who Participates?

- All probationary teachers are required to participate and successfully demonstrate the skills and knowledge found within the PRP.

3.0 When and How is the PRP Offered?

- Generally, for each program there are 2-3 hours of classroom instruction per program area coupled to 2 to 3 hours of direct coaching and follow-up in the classroom or work situation. The PRP will be phased in as follows:
 - 2000-2001: 1st year teacher
 - 2001-2002: 1st and 2nd year teacher
 - 2002-2003: 1st, 2nd and 3rd year teacher

4.0 Who “Teaches” / Coaches the PRP?

- Staff trainers include teachers, curriculum specialist, and administrators.

5.0 What is the Core PRP?

- Program 1: Orientation to Chatham Central School District
- Tour
 - Building Procedures
 - Question and Answer

- Program 2: Focus on Learning Core
- Assessment Data and Analysis
 - District Performance Standards
 - NYS Learning Standards
 - Annual Professional Performance Review / Teacher Evaluation
 - Curriculum, Instruction & Assessment System
 - District Mission, Beliefs and Objectives
- Program 3: Instructional Delivery
- Setting Goals
 - Student Assessment
 - Differentiated Instruction
 - Self-directed Learning
 - Performance Based Learning
 - Questioning Strategies
 - Core Curriculum
 - Learning Styles
- Program 4: Classroom Management and Collaboration with Colleagues, Parents and Students
- Self-assessment
 - Motivating Students
 - Interacting with Students
 - Communicating with Parents
 - Collaborating with Colleagues
 - Classroom Management / Setting Rules
 - Teacher Responsibilities
 - Code of Conduct
- Program 5: Putting It All Together
- Professional Performance Presentation and Review by Peers

APPENDIX H

Sick Leave Bank Guidelines

I. Committee

A. As authorized by the contractual agreement between the Teachers' Association and the Board of Education. The Sick Leave Bank Committee hereinafter referred to as the Committee, is appointed yearly.

B. The Committee shall formulate the guidelines for administration of the Sick Leave Bank.

II. Definition

The Sick Leave Bank is an accumulation of sick leave days contributed by its members, from which members may withdraw days for use when absent because of disability as defined under Article 11 of the Contract.

III. Contribution of Sick Leave Days

A member who elects to participate in the Sick Leave Bank shall contribute one current sick leave day in October of the school year, and may contribute an additional day in February if requested to do so by the Committee. Members must elect to participate for the full year by October 1st of that school year, with the exception of employees hired after that date. In the event that the current balance in the Sick Leave Bank is above 500 days, only those wishing to join the bank will contribute one day. Anyone hired during the school year may elect to participate within thirty days of their date of hire.

IV. Withdrawal of Days

A. Members who do not elect to participate in the Bank shall NOT be eligible to withdraw sick leave days from the Bank.

B. Withdrawals shall be limited to members who experience extended absence due to a disability resulting from illness or accident, and who have exhausted their current accumulated sick leave.

1. Disability means the inability to pursue one's occupation because of a physical or mental impairment as determined by a physician.

2. Extended absence shall be defined as absence from school for NOT LESS than ten (10) consecutive working days.

3. Sick bank credits will be awarded in blocks not to exceed 30 days. If more than 30 days are needed, members will be required to reapply and produce another letter of documentation from their physician.

4. Use of the Sick Leave Bank days in the case of maternity disability will be limited to cover the actual period of disability as certified by the attending physician.

5. In the event a member is incapacitated due to illness or injury, a family member or agent may complete the Sick Leave Bank Request form.

C. A member shall be under a physician's care to be eligible to withdraw days from the Bank.

1. A member shall be required to submit a physician's statement indicating the nature of illness or injury, and the number of days that the member is to be, or was, absent due to the disability. Physicians' statements will be required every 30 days.

2. When a member returns to work after an extended disability for which Sick Leave Bank days have been used, and does so in a sporadic or part-time manner, his/her continued eligibility for withdrawal of days will be determined by the Committee.

D. Sick Leave Bank days will be granted only for a member's own disability.

E. Eligibility to withdraw days from the Sick Leave Bank shall cease upon termination of employment.

Sick Leave Bank Request Form

Name: _____

Address: _____

Phone: _____ School Assignment: _____

Number of Days Requested from Sick Leave Bank: _____ (30 days max)

Nature of Disability:

I hereby authorize the Chatham Central School District to release information from my personnel file regarding my medical history, doctor's records and/or letters, and use of sick leave in order that the Sick Leave Bank Committee can determine if I am eligible for leave days from the Sick Leave Bank.

Date Employee's Signature (Family Member/Agent)

Sick Leave Bank Committee

Sick Leave Bank Membership Yes _____ No _____

Physician's Statement Received (Date) _____

Request Approved: Yes _____ No _____
Chairperson _____ Date _____

Number of days approved _____ Comments: _____

