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COLLECTIVE BARGAINING AGREEMENT

between

CHATHAM CENTRAL SCHOOL DISTRICT

and the

CHATHAM CENTRAL SCHOOL TEACHERS' ASSOCIATION

July 1, 2014 - June 30, 2019

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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, school nurses, **Deans of Students**, and teaching assistants except:

- **Driver Education instructors outside of the school day**
- **Personnel employed under an administration certificate for the majority of their assignment.**

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 **aggrieved party** 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.

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 Association 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. Contract grievances shall be pursued through these grievance procedures prior to seeking other remedies. This provision shall not otherwise 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 render a decision thereon in writing. Prior to issuing a written decision, there may be further consultation with the aggrieved or other Association members regarding the grievance, but only with a representative of the Association present.

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 1 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 meeting to discuss the grievance 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 meeting.

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 meeting on the grievance with the unit member, the Grievance Committee or its representatives.

3. Within ten (10) school days after termination of the meeting 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 the extent limited in subsection 4 below, 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 claimed violations, misinterpretations or inequitable applications of this Agreement may be submitted to arbitration.

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 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.

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, **in accordance with District procedures.**

ARTICLE VIII - PROFESSIONAL DEVELOPMENT

8.1A The District will provide annual professional development programs as proposed by the District Professional Development Committee. One component of professional development will be in-service programs. In-service is defined as pre-approved professional development activities provided outside the school day. The in-service program will provide unit members 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 professional development, the program's objectives will be consistent with the goals and objectives of the District's Annual Professional Development Plan.

8.1B. The budget for professional development for unit members shall be no less than \$15,000. This money shall be allocated to provide high quality professional development. This professional development will include both in-district activities and, to the extent practical, outside conferences.

- 8.2 A. In-service trainers will be compensated **with a stipend of \$65/hour** for presentations beyond the school day.
- B. In-service and Professional Development trainers will be compensated **with a stipend** of thirty dollars (\$30) per hour for pre-approved planning time outside the school day for presentations.
- C. In-service participants will be compensated based upon service beyond the school day as follows:
1. 12 in-service hours of seat time = 1 in-service credit;
 2. 1 in-service credit = \$33
- In-service credits are added to base salary.**
- D. Probationary teachers shall participate in the District Professional Mentoring Program as approved by the Board of Education.

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 Superintendent or the Superintendent's designee. Criteria for approval will be consistent with District goals and objectives.
- 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 and proof of attendance, **and in accordance with District procedures.**

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)

Each **full time** unit member shall be granted eighteen (18) 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. **CLT days for part-time members will be prorated.** 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. If a unit member 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 **and may be deducted from the final paycheck. If not so deducted,** 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). 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. **A unit member using personal time immediately prior to or immediately after a long weekend, school holiday, or vacation, will be required to provide a reason on their leave form. For exigent circumstances, such use may be permitted only upon authorization and prior approval of the Superintendent.**

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

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

10.3 Notification

A unit member requesting CLT shall provide as much advance notification as possible and minimally, except in an emergency, shall **record the absence in SubFinder** 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 If the District has material evidence or identifies a pattern of absences suggesting misuse of time, the District has the right to request documentation as follows: For sick leave situations, the District may request a doctor's certification from the school physician at no charge to the unit member or, at the unit member'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. For non-sick leave situations, the District may ask for and receive appropriate supporting documentation from the unit member.

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 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/Prostate 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. Male unit members are also entitled to take up to four (4) hours of paid leave for one annual screening for prostate cancer, subject to applicable rules and limitations as aforementioned for breast cancer screening.

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

11.1 Committee

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

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

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

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 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 shall be granted to a unit member for up to two years 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 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 or trimester (based on the applicable schedule in the home building) following the birth or adoption of the child unless approved by the Superintendent. 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, by September 10 if the leave is to terminate at the end of the first trimester of a school year, by January 1 if the leave is to terminate at the end of the second trimester 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 for any school year in which a unit member works at least five (5) months, a unit member shall be paid at the salary rate that would have been applicable if he or she had not taken the leave during the school year.

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, with the premium costs shared in accordance with this Agreement. 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.

B. The maximum lifetime benefit available under the District's major medical plan shall be unlimited.

C. Premium Payments:

1. PPO 812:

a. Effective July 1, 2014, for employees enrolled in the PPO 812 Plan, the District will pay 84% of the cost of the premium for individual, family and dependent coverage for all eligible unit members, and unit members will pay 16% of the premium cost.

b. Effective July 1, 2015, for employees enrolled in the PPO 812 Plan, the District will pay 83% of the cost of the premium for individual, family and dependent coverage for all eligible unit members, and unit members will pay 17% of the premium cost.

c. Effective July 1, 2016, for employees enrolled in the PPO 812 Plan, the District will pay 82% of the cost of the premium for individual, family and dependent coverage for all eligible unit members, and unit members will pay 18% of the premium cost.

d. Effective July 1, 2017, for employees enrolled in the PPO 812 Plan, the District will pay 81% of the cost of the premium for individual, family and dependent coverage for all eligible unit members, and unit member will pay 19% of the premium cost.

2. PPO 815:

a. Effective July 1, 2014, employees enrolled in the PPO 815 Plan shall pay the following annual flat-dollar premium contribution, with the District covering the remaining premium cost:

Family Plan: \$2,750.00

Two-Person Plan: \$2,600.00

Individual Plan: \$995.00

b. Effective July 1, 2015, employees enrolled in the PPO 815 Plan shall pay the flat-dollar premium contribution

as described in Section C.3.a., above increased by the percent of the premium increase.

Example: In 2015, the premiums for PPO 815 increase by 6%. An employee taking a Family Plan would contribute \$2,915.00 per year, which represents a 6% increase over the 2014 Family Plan rate of \$2,750.00.

- c. **Effective July 1, 2016, employees enrolled in the PPO 815 Plan shall pay the flat-dollar premium contribution as described in Section C.3.b., above increased by the percent of the premium increase.**
 - d. **Effective July 1, 2017, for employees enrolled in the PPO 815 Plan, the District will pay 85% of the cost of the premium for individual, family and dependent coverage for all eligible unit members, and unit members will pay 15% of the premium cost.**
 - e. **Effective July 1, 2018, for employees enrolled in the PPO 815 Plan, the District will pay 84% of the cost of the premium for individual, family and dependent coverage for all eligible unit members, and unit members will pay 16% of the premium cost.**
3. **Teaching assistants eligible for and participating in the District's health insurance program as of the date of ratification of this agreement shall receive an annual stipend of \$200.00 (for employees enrolled in a two-person or family plan) or \$70.00 (for employees enrolled in an individual plan), so long as the teaching assistant remains enrolled in a District offered health insurance plan each year of the agreement. This additional payment will not be available to new employees hired after ratification of this agreement. This provision shall sunset on June 30, 2019.**
 4. **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. **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.**

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. Unit members retiring effective July 1, 2007 must have a minimum of ten (10) years of continuous service with the District to be eligible for health insurance benefits pursuant to this Article at retirement. **Unit members hired after July 1, 2014 must have at least fifteen (15) years of continuous service to the District immediately preceding retirement in order to be eligible for health insurance benefits pursuant to this Article at retirement.**

G. **There shall be a ten percent (10%) cost per prescriptive order on mail order pharmacy prescriptions with a cap of two hundred fifty dollars (\$250) per policy per year and a twenty percent (20%) cost per prescriptive order filled at the pharmacy with no cap.**

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 an Exclusive Provider Organization (“EPO”) 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. The District shall pay the same percentage of the premium for the EPO as it pays for the group insurance under Article 1.1 (C.1.a-d). The District’s contribution toward such EPO shall not, however, be greater than the amount which the District would have paid or contributed had the unit member not elected such EPO. If the premium or subscription charge required for a unit member’s participation in the EPO 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, who present proof of other health insurance coverage, may opt to withdraw from participation in the District's health insurance plan 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. 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.

13.7 Effective upon ratification of this Agreement by the Association and approval of the Agreement by the Board of Education, unit members shall have a choice between two different health/major medical insurance plans pursuant to Section 13.1, each at the same premium cost sharing identified in Section 13.1(C).

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 and B for the 2014-2015 through 2018-2019 school years.**

15.2 The superintendent shall have the authority to determine a newly hired unit member's starting placement on the step chart, however, 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 and B** 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.

15.5 Teacher Leader Structure:

15.5A Teacher Leader positions shall be as follows:

Kindergarten, Grade 1, Grade 2, Grade 3, 4-6 ELA/Social Studies, 4-6 Math/Science, 7-12 ELA, 7-12 Math, 7-12 Science, 7-12 Social Studies, LOTE/ESL, K-6 Special Education, 7-12 Special Education, K-12 Art, K-12 Music, K-12 PE, K-12 Career & Life Skills (Tech, FaCS, Lib, Business, Health), K-12 Guidance, Senior Team, Mentor Program, Professional Development.

15.5B In the event that there is a grade level from grades 4 through 9 that has no one in a teacher leader position, a Grade Level Liaison will be appointed to represent that grade level.

15.5C Effective July 1, 2015, Teacher Leaders will work one day each summer at a date to be determined by the District and scheduled by June 1 of the preceding school year.

15.6A. Compensation for Teacher Leader shall be 7% of BA Step 1.

15.6B. Compensation for Grade Level Liaisons will be 1.25% of BA Step 1.

In the event that a Teacher Leader requires additional time for a major assignment or project, release time will be provided commensurate with the requirements of the task as determined at the sole discretion of the Teacher Leader's building principal.

15.7 Teacher Leader positions shall be two- (2) year appointments. Recommendations as to the selection of Teacher Leaders will be made by the Principal after meeting with the subject or grade level team, subject to Board of Education approval upon Superintendent's recommendation.

15.8 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, shall receive fifty (**50%**) percent of the appropriate step placement on the teachers' MA schedule or, within one week of the ratification of this Agreement by the parties, may irrevocably opt to be paid in accordance with the procedures for Teaching Assistants hired after July 1, 2003.
- B. Teaching assistants hired after July 1, 2003 shall be paid in accordance with the salary schedule annexed hereto as **Appendix C for** the 2014-15 through 2018-19 school years.
- C. School nurses shall receive **74%** of the appropriate step placement on the teachers' **MA** salary schedule.

15.9 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.

15.10 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.

15.11 "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.

15.12 In the event that no successor agreement has been ratified by June 30, **2019**, only teachers on steps one through and including twenty (1 - 20) will progress on the schedule until a successor agreement is in place.

15.13 Curriculum and Instructional work will be compensated at a rate of \$30.00 per hour.

ARTICLE XVI - EXTRACURRICULAR ACTIVITIES

16.1 Extracurricular stipends shall be paid in accordance with Appendixes D & E, attached.

16.2 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, 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).

16.3 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.

16.4 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 therefore at the rate of \$500.00 per school year for which the unit member so serves.

16.5 Unit members, other than the members responsible for the event, who chaperone District sponsored events, will be compensated at a rate of \$15 per hour. The hours of compensation and number of chaperones shall be determined by the Superintendent's designee(s).

ARTICLE XVII - SUBSTITUTE TEACHERS

17.1 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. If a unit member chooses to substitute for a period, **a thirty dollar (\$30) stipend will be paid in the next pay period. A period shall consist of 45 minutes at the elementary level, rounded to the closest 15 minute increment, and pro-rated.**

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

17.2 Long Term Substitutes

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

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.

The superintendent shall have the authority to determine a long-term substitute's placement on the step chart, however no long-term substitute 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. 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.

ARTICLE VIII - ASSOCIATION RIGHTS

18.1 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. Mile 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.

18.2 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.

18.3 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).

18.4 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 re-computation 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 IX - INTRA-DISTRICT PROMOTIONS

19.1 When new positions or vacancies occur within a building, the principal will solicit reassignment requests within the building prior to making assignments. After assignments have been made a list of open 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. 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.

19.2 When new positions or vacancies occur at any level, the positions will be posted and unit members may request a voluntary transfer to these positions in order of preference. Programmatic need, member preference and seniority are equal primary factors in determining voluntary transfer decisions. Final voluntary transfer determinations rest with the building principal, with an appeal to the superintendent where Association representation is allowed.

19.3 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.

19.4 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.

ARTICLE XX - DISTRICT-UNIT MEMBER COMMUNICATION PROCEDURES

20.1 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.

20.2 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 XXI - ANNUITIES

21.1 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.

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

21.3 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 XXII - CLASS SIZE AND CLASS LOAD

22.1 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 |
| | K-12 AIS | 15:1 |
| | 7-12 | General Track 15:1 |

B. Class Load Grades 6-12

1. Unit members shall be assigned a maximum of five teaching periods to total no more than **210** minutes per day. Teachers shall be assigned no more than three preparations wherever possible. Teaching loads 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:

- 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. MED special area teachers (Art, Physical Education, Music, Library) will be eligible for a sixth period stipend if their average 5-day schedule of classes is equal to or greater than 5.3 classes per day. Teachers with an average class schedule of fewer than 5.3 classes per day will not be eligible for a sixth period stipend.**

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.

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.

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 (20) 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.

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.

C. Class Load **K-5**

Teachers shall not be assigned playground/recess duty.

22.1.5 In the event that a teacher of a newly adopted course requires substantial additional time in the first year of implementation for a major curriculum task such as an AP audit, release time will be provided commensurate with the requirements of the task as determined at the sole discretion of the teacher’s building principal after reviewing the request with the teacher.

ARTICLE XXIII - WORK YEAR AND WORKDAY

23.1 Length of Work Year

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 provided the minimum requirement for student days of attendance has been

met. 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.

23.2 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.

23.3 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.

23.4 In any year of the term of this Agreement up to one emergency closing **day** 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.

23.5 Between **the first full week of September and the last week of April**, each Monday will be designated an extended day, by one hour, for the purpose of conducting staff development, parent conferences, team meetings, and any other professional meeting, as proposed in collaboration between the Association and the District. At the discretion of the Superintendent, up to four (4) Mondays shall not be extended. While creating the District calendar the District may move up to four (4) extended Mondays to a different day of the week for the purposes set out in this section or for other purposes determined in collaboration with the Association.

ARTICLE XXIV - TEACHER EVALUATION

24.1 Administrators' evaluation and supervision of teachers shall relate to their ability to perform their teaching duties **as described in the Annual Professional Performance Plan.**

24.2 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.

24.3 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.

24.4 Tenured teachers shall be formally evaluated at least once each year in accordance with this Agreement, **the Annual Professional Performance Plan,** and the procedures agreed upon by the District and the Association.

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

24.6 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.

24.7 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.

24.8 The parties **have developed** a formal APPR process for teacher evaluation in accordance with applicable New York State law requirements. The parties have negotiated the appeal process for APPR which shall be as follows for the term of this contract:

- a. All overall APPR ratings of ineffective or developing can be appealed within 10 school days of receipt of the rating. Upon filing an appeal, the teacher will be entitled to any and all final documentary evidence used as the basis of the overall APPR rating.
- b. All Procedural issues can be appealed. Upon filing an appeal, the teacher will provide to the District any and all evidence of procedural failure or error.
- c. In a ratings appeal the teacher will need to identify specific element(s) of the rating being challenged and provide a rationale for the challenge.
- d. A teacher's ratings appeal and procedural appeal shall be consolidated for the appeal process.
- e. Both procedural and ratings appeals will be conducted in the same manner.
- f. The teacher will have the right to Association representation during all stages of his/her appeal. The Association will be the sole representative for the teacher unless the Association otherwise notifies the District that the teacher chooses to represent him or herself.
- g. If the schedules of all parties permit, it is desirable to process appeals during the summer months, before the start of the new school year.
- h. Appeals will follow the following procedure:

Stage 1: The teacher will appeal to the evaluating supervisor in writing.

The teacher and the evaluating supervisor will have a meeting to discuss the appeal and the supervisor will respond in writing to the teacher within 10 school days of the teacher's submission of the written appeal. For all tenured teachers, when an appeal has not been resolved to the teacher's satisfaction at Stage 1, the appeal will move to Stage 2. For all non-tenured teachers, when an appeal has not been resolved to the teacher's satisfaction at Stage 1, the appeal will move directly to Stage 3.

Stage 2: If the teacher is not satisfied with the appeal decision, the teacher may appeal in writing to the APPR Appeals Panel within 10 school days of the Stage 1 decision. The APPR Panel will consist of an administrator other than the evaluating supervisor, chosen by the Superintendent, and an Association representative,

chosen by the Association president. The Superintendent and Association President will consult with each other before making their selections for the panel. All documents and communications from the evaluation record and from Stage 1 shall be provided to the panel. If the panel members agree, in addition to considering the written records when making its decision, the panel may request additional written information, which may include questions addressed to the teacher and/or the evaluating administrator, in order to render its decision. Both the teacher and the Superintendent will be notified of the panel's information requests. In the event the panel's request for information delays the process, such delay shall not be unreasonable. The members of the APPR panel will review and confer on the information provided. Then each member of the panel will independently prepare an advisory opinion to the Superintendent in writing. These opinions will be submitted to the Superintendent within 10 school days of the filing of the Stage 2 appeal. When the advisory opinions of the APPR panel members disagree on the outcome of the appeal, the appeal shall be considered denied. When the advisory opinions of the APPR panel members agree, the Superintendent will follow the recommendation. The Superintendent will notify the teacher of the decision within five school days. If the teacher is not satisfied with the appeal decision, the teacher may appeal in writing to the Superintendent within 10 school days of the decision.

Stage 3: The Superintendent will schedule a meeting to discuss the appeal within 5 school days of the appeal being filed at Stage 3. The Superintendent will render a decision on the appeal to the teacher in writing within 10 school days after the meeting. The Superintendent's decision shall be final and binding upon the parties.

i. If at any stage of the appeals process, where the rating is being appealed, a decision is made in favor of the teacher, the decision must include a recalculation of the score consistent with the decision.

j. The parties will meet no later than 90 days prior to the termination of this Agreement to begin negotiation of this appeal procedure. This appeal procedure shall terminate on June 30, 2014, unless no successor process has been agreed upon by the parties. In the latter event, this appeal process shall continue in place until such agreement is reached.

k. Under no circumstances shall the pendency of an APPR appeal cause or permit a teacher to receive tenure by estoppel.

l. This appeals process is the exclusive remedy for resolving disputes regarding an individual's APPR rating.

24.9 The parties will meet and confer during the 2012-13 school year regarding the procedures for evaluation of teaching assistants and to formalize those procedures in writing.

ARTICLE XXV - UNIT MEMBER FILES

25.1 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 **references and other statements** submitted or received in connection with the unit member's **application for** employment by the District.

25.2 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 therefore, the unit member shall be furnished with a copy of any document contained in his or her official personnel file.

25.4 **Except where the unit member has otherwise agreed in writing,** 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, **except as to evaluation content subject to the APPR procedures.**

ARTICLE XXVI - ACADEMIC FREEDOM

26.1 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 XXVII - LEAD TEACHERS

27.1 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.

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

ARTICLE XXVIII - NOTICE OF TERMINATION

28.1 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 XXIX - PAYROLL OPTIONS

29.1 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.

29.2 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 XXX - MISCELLANEOUS PROVISIONS

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Non-resident children of full-time unit members may attend the District schools without payment of tuition. **However, a non-resident child of a full-time unit member may be admitted to the K-12 program in the district schools if and only if, in the judgment of the Superintendent of Schools:**

- 1. There is sufficient space to accommodate the student;**

2. **No increase in the size of faculty or staff will be necessary to accommodate the child;**
3. **The student meets the district’s criteria for admission:**
 - a. **The student doesn’t have a record of any significant disciplinary concerns;**
 - b. **The student is not seriously deficient in meeting requirements for promotion or graduation;**
4. **The admission of such child is and continues during the enrollment period to be in the best interests of the district; and,**
5. **The student seeks and is appropriate for placement within a currently provided district-based program.**

Unit members must apply to the Superintendent of Schools annually in writing by March 1 for non-resident student enrollment. Admission in one year is not indicative of continued enrollment in future years.

30.8 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 XXXI – RETIREMENT

31.1 **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 and who submits an irrevocable retirement letter at least four months prior to their retirement date 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	\$30.00 for each day
CLT days 101-200	\$40.00 for each day
CLT days 201-300	\$60.00 for each day

31.1.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 and who submits an irrevocable retirement letter at least four months prior to their retirement date 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	\$22.50 for each day
CLT days 101-200	\$30 for each day
CLT days 201-300	\$45 for each day

31.1.B A full-time Teaching Assistant (seven hours per day) with at last ten years of service in the District who retires pursuant to the rules and regulations of the New York State Teachers' Retirement System and who submits an irrevocable retirement letter at least four months prior to their retirement date 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	\$15 for each day
CLT days 101-200	\$20 for each day
CLT days 201-300	\$30 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:

For the purposes of this provision, 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.

EXAMPLE: 6.0 hrs per day in 06/07

84 accumulated CLT days as of 6/30/07

$$84 \times 6.0 = 504$$

$$504 / 7 = 72 \text{ days carried forward}$$

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.

31.2 For retirements effective June 30, 2015 and thereafter:

Unit members who have a minimum of ten years of service in the District and who wish to retire in their first year of eligibility for retirement into the New York State Teachers' or New York State and Local Employees' Retirement System without penalty and unit members who are not eligible to retire without penalty but who have a minimum of twenty years of service in the district, will be offered the opportunity to participate in an incentive in addition to the provisions of Article 31.1 as follows:

a. Teachers:

- i. If an irrevocable letter of retirement is submitted three full years in advance of his/her retirement date, such teacher shall receive \$7,000 for each of his/her last three years; if submitted two full years in advance shall receive \$7,000 for each of his/her last two years; if submitted one full year in advance shall receive \$7,000 for his/her last year.**

b. Nurses:

- i. If an irrevocable letter of retirement is submitted three full years in advance of his/her retirement date, such nurse shall receive \$5,000 for each of his/her last three years; if submitted two full**

years in advance shall receive \$5,000 for each of his/her last two years; if submitted one full year in advance shall receive \$5,000 for his/her last year.

c. Teaching Assistants:

- i. If an irrevocable letter of retirement is submitted three full years in advance of his/her retirement date, such teaching assistant shall receive \$3,500 for each of his/her last three years; if submitted two full years in advance shall receive \$3,500 for each of his/her last two years; if submitted one full year in advance shall receive \$3,500 for his/her last year.**

31.3. Letters of resignation for retirement referenced in section 31.1 and 31.2 above shall remain irrevocable except in the case of extraordinary change in life circumstances of the unit member. In such cases the unit member may apply to have the irrevocable letter withdrawn through the following process:

- 1. Application to the Executive Board of the Association or designated committee.**
- 2. Application to the Superintendent of Schools.**
- 3. Application to the Board of Education.**

In order for an irrevocable letter of resignation for retirement to be withdrawn, it must be approved at all three levels, in the sole and unfettered discretion of each of the decision makers. Denial at any level will result in the letter of resignation for retirement remaining irrevocable. Withdrawal of such a letter, after approval at all three levels, is contingent upon the employee fully reimbursing the District for any and all payments received to that point under this incentive program.

31.4 All of the dollar amounts referenced to be paid pursuant to the retirement incentives and stipends above are gross amounts and are subject to applicable deductions and withholdings for taxes, social security, etc., shall be paid in the last pay period of the applicable school years, and shall not be added to base salary.

31.5 The retirement incentives and stipends shall be paid by the District as a Non-Elective Employer Contribution to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code.

ARTICLE XXXII - DURATION OF AGREEMENT

32.1 The term of this Agreement shall commence on **July 1, 2014** and shall extend to and including **June 30, 2019**.

32.2 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 _____.

CHATHAM CENTRAL SCHOOL DISTRICT

CCS TEACHERS' ASSOCIATION

Cheryl Nuciforo, Superintendent

Jean Waggoner, Lead Negotiator, Co-President

Lucas Christensen – Co-President

Sandra Myers

James Lombardi

Michele Mickle

Theresa Rossi

Appendix A
Teacher Salary Schedules - BACHELORS
2014 – 2019

Step	2014 – 2015	2015 – 2016	2016 – 2017	2017-2018	2018-2019
1	43100	43300	43500	44000	44750
2	44075	44300	44500	45000	45750
3	45050	45300	45500	46000	46750
4	46150	46450	46700	47200	47950
5	47250	47600	47900	48400	49150

Appendix B

Teacher Salary Schedules – MASTERS 2014 - 2019

Step	2014 – 2015	2015 – 2016	2016 – 2017	2017-2018	2018-2019
1	44600	44800	45000	45500	46250
2	45575	45800	46000	46500	47250
3	46550	46800	47000	47500	48250
4	47650	47950	48200	48700	49450
5	48750	49100	49400	49900	50650
6	49850	50250	50600	51100	51850
7	50950	51400	51800	52300	53050
8	52050	52550	53000	53500	54250
9	53150	53700	54200	54700	55450
10	54350	55000	55550	56100	56850
11	55550	56300	56900	57500	58250
12	56750	57600	58250	58900	59650
13	57950	58900	59600	60300	61050
14	59150	60200	60950	61700	62450
15	60600	61650	62425	63200	63950
16	62050	63100	63900	64700	65450
17	63500	64550	65375	66200	66950
18	64950	66000	66850	67700	68450
19	66400	67450	68325	69200	69950
20	67900	68950	69825	70700	71450
21	69400	70450	71325	72200	72950
22	70900	71950	72825	73700	74450
23	72400	73450	74325	75200	75950
24	73900	74950	75825	76700	77450
25	75400	76450	77325	78200	78950
26	76900	77950	78825	79700	80450
27	78400	79450	80325	81200	81950
28	79900	80950	81825	82700	83450
29	81400	82450	83325	84200	84950
30	82900	83950	84825	85700	86450
31	84400	85450	86325	87200	87950
32	85900	86950	87825	88700	89450
33	87400	88450	89325	90200	90950
34	88900	89950	90825	91700	92450
35	90400	91450	92325	93200	93950

Appendix C-1

Teaching Assistant Salary Schedules 2014 – 2019

Teaching Assistant Salary Schedule - Level 1					
Step	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019
1	17,200	17,450	17,750	18,200	18,500
2	17,950	18,200	18,500	18,950	19,250
3	18,700	18,950	19,250	19,700	20,000
4	19,450	19,700	20,000	20,450	20,750
5	20,350	20,600	20,900	21,350	21,650
6	21,250	21,500	21,800	22,250	22,550
7	22,150	22,400	22,700	23,150	23,450
8	23,050	23,300	23,600	24,050	24,350
9	23,550	23,800	24,100	24,550	24,850
10	23,850	24,200	24,600	25,050	25,450
11	24,150	24,600	25,100	25,550	26,050
12	24,450	25,000	25,600	26,050	26,650
13	24,750	25,400	26,100	26,550	27,250

10 - YEAR LONGEVITY \$600.00

Teaching Assistant Salary Schedule - Level 2					
Step	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019
1	17,308	17,558	17,858	18,308	18,608
2	18,058	18,308	18,608	19,058	19,358
3	18,808	19,058	19,358	19,808	20,108
4	19,558	19,808	20,108	20,558	20,858
5	20,458	20,708	21,008	21,458	21,758
6	21,358	21,608	21,908	22,358	22,658
7	22,258	22,508	22,808	23,258	23,558
8	23,158	23,408	23,708	24,158	24,458
9	23,658	23,908	24,208	24,658	24,958
10	24,058	24,408	24,808	25,258	25,658
11	24,458	24,908	25,408	25,858	26,358
12	24,858	25,408	26,008	26,458	27,058
13	25,258	25,908	26,608	27,058	27,758

10 - YEAR LONGEVITY \$600.00

Appendix C-2

**Teaching Assistant Salary Schedules
2014 – 2019**

Teaching Assistant Salary Schedule - Level 3

Step	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019
1	17,511	17,761	18,061	18,511	18,811
2	18,261	18,511	18,811	19,261	19,561
3	19,011	19,261	19,561	20,011	20,311
4	19,761	20,011	20,311	20,761	21,061
5	20,661	20,911	21,211	21,661	21,961
6	21,561	21,811	22,111	22,561	22,861
7	22,461	22,711	23,011	23,461	23,761
8	23,361	23,611	23,911	24,361	24,661
9	23,861	24,111	24,411	24,861	25,161
10	24,411	24,761	25,161	25,611	26,011
11	24,961	25,411	25,911	26,361	26,861
12	25,511	26,061	26,661	27,111	27,711
13	26,061	26,711	27,411	27,861	28,561

10 - YEAR LONGEVITY \$600.00

Teaching Assistant Salary Schedule - Level 4

Step	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019
1	19,218	19,468	19,768	20,218	20,518
2	19,968	20,218	20,518	20,968	21,268
3	20,718	20,968	21,268	21,718	22,018
4	21,468	21,718	22,018	22,468	22,768
5	22,368	22,618	22,918	23,368	23,668
6	23,268	23,518	23,818	24,268	24,568
7	24,168	24,418	24,718	25,168	25,468
8	25,068	25,318	25,618	26,068	26,368
9	25,568	25,818	26,118	26,568	26,868
10	26,368	26,718	27,118	27,568	27,968
11	27,168	27,618	28,118	28,568	29,068
12	27,968	28,518	29,118	29,568	30,168
13	28,768	29,418	30,118	30,568	31,268

10 - YEAR LONGEVITY \$600.00

Appendix D-1
COACHING STIPENDS
2014-2019, p.1

	2014-15	2015-16	2016-17	2017-18	2018-19
BA Step 1	43,100.00	43,300.00	43,500.00	44,000.00	44,750.00
Group 1: (9.8% BA 1)					
Varsity Football	4224	4243	4263	4312	4386
Varsity Girls' Basketball	4224	4243	4263	4312	4386
Varsity Boys' Basketball	4224	4243	4263	4312	4386
Group 2: (8.6% BA 1)					
Varsity Boys' Track	3707	3724	3741	3784	3849
Varsity Girls' Track	3707	3724	3741	3784	3849
Indoor Track	3707	3724	3741	3784	3849
Group 3: (8.2% BA 1)					
Varsity Boys' Baseball	3534	3551	3567	3608	3670
Varsity Girls' Softball	3534	3551	3567	3608	3670
Varsity Boys' Soccer	3534	3551	3567	3608	3670
Varsity Girls' Soccer	3534	3551	3567	3608	3670
Group 4: (6.9% BA 1)					
Varsity Boys' Volleyball	2974	2988	3002	3036	3088
Varsity Girls' Volleyball	2974	2988	3002	3036	3088
Varsity Cross Country (B&G)	2974	2988	3002	3036	3088
Group 5: (6.6% BA 1)					
Varsity Boys' Tennis	2845	2858	2871	2904	2954
Varsity Girls' Tennis	2845	2858	2871	2904	2954
Varsity Cheerleading (F+W)	2845	2858	2871	2904	2954
Group 6: (6.1% BA 1)					
JV Boys' Basketball	2629	2641	2654	2684	2730
JV Girls' Basketball	2629	2641	2654	2684	2730
JV Football	2629	2641	2654	2684	2730
7/8 Football	2629	2641	2654	2684	2730
Asst. Varsity Football	2629	2641	2654	2684	2730
Asst. Varsity Football	2629	2641	2654	2684	2730
Group 7: (4.9% BA 1)					
JV Boys' Baseball	2112	2122	2132	2156	2193
JV Girls' Softball	2112	2122	2132	2156	2193
JV Boys' Soccer	2112	2122	2132	2156	2193
JV Girls' Soccer	2112	2122	2132	2156	2193
Asst. Boys' Track	2112	2122	2132	2156	2193
Asst. Girls' Track	2112	2122	2132	2156	2193
JV Boys' Volleyball	2112	2122	2132	2156	2193
Asst. JV Football	2112	2122	2132	2156	2193
JV Girls' Volleyball	2112	2122	2132	2156	2193
Varsity Golf	2112	2122	2132	2156	2193
Varsity Bowling	2112	2122	2132	2156	2193
Asst. Indoor Track	2112	2122	2132	2156	2193
Group 8: (4.4% BA 1)					
7/8 Track	1896	1905	1914	1936	1969

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Coaching Stipends
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Group 9: (3.8% BA 1)					
Asst. Cross Country	1638	1645	1653	1672	1701
7/8 Boys' Basketball	1638	1645	1653	1672	1701
7/8 Girls' Basketball	1638	1645	1653	1672	1701
7/8 Boys' Baseball	1638	1645	1653	1672	1701
7/8 Girls' Softball	1638	1645	1653	1672	1701
7/8 Boys' Soccer	1638	1645	1653	1672	1701
7/8 Girls' Soccer	1638	1645	1653	1672	1701
7/8 Football Asst.	1638	1645	1653	1672	1701
Weight Training	1638	1645	1653	1672	1701
Group 10: (1.5% BA 1)					
7/8 Cheerleading	647	650	653	660	671
Athletic Director (15% BA 1)					
	6465	6495	6525	6600	6713

Appendix E-1

Extracurricular Stipends 2014-2019, p.1

BA Step 1	2014-15	2015-16	2016-17	2017-18	2018-19
	43,100.00	43,300.00	43,500.00	44,000.00	44,750.00
Group 1: (6% BA 1)					
HS Yearbook	2,586	2,598	2,610	2,640	2,685
Director CHS Musical	2,586	2,598	2,610	2,640	2,685
Director CMS Musical	2,586	2,598	2,610	2,640	2,685
Group 2: (5% BA 1)					
HS Band director	2,155	2,165	2,175	2,200	2,238
Senior Class Advisor	2,155	2,165	2,175	2,200	2,238
Junior Class Advisor	2,155	2,165	2,175	2,200	2,238
Group 3: (4% BA 1)					
HS Chorus Director	1,724	1,732	1,740	1,760	1,790
Music Director CHS Musical	1,724	1,732	1,740	1,760	1,790
Director MED Musical	1,724	1,732	1,740	1,760	1,790
Group 4: (3.5% BA 1)					
Shakespeare	1,509	1,516	1,523	1,540	1,566
CHS Student Gov't	1,509	1,516	1,523	1,540	1,566
CMS Student Gov't	1,509	1,516	1,523	1,540	1,566
Music Director CMS Musical	1,509	1,516	1,523	1,540	1,566
Soph. Class Advisor	1,509	1,516	1,523	1,540	1,566
HS Orchestra Director	1,509	1,516	1,523	1,540	1,566
Group 5: (3% BA 1)					
CMS Yearbook	1,293	1,299	1,305	1,320	1,343
Costumer 1	1,293	1,299	1,305	1,320	1,343
Asst Director MED Musical	1,293	1,299	1,305	1,320	1,343
Choreographer 1	1,293	1,299	1,305	1,320	1,343
Group 6: (2.3% BA 1)					
Intramural Athletics					
Fall - CMS	991	996	1,001	1,012	1,029
Fall - MED	991	996	1,001	1,012	1,029
Winter - CMS	991	996	1,001	1,012	1,029
Winter - CHS	991	996	1,001	1,012	1,029
Spring - MED	991	996	1,001	1,012	1,029
Spring - CMS	991	996	1,001	1,012	1,029
Spring - CHS	991	996	1,001	1,012	1,029
CHS Producer for Musical	991	996	1,001	1,012	1,029
CMS Producer for Musical	991	996	1,001	1,012	1,029
CMS Band Director	991	996	1,001	1,012	1,029
CMS Chorus Director	991	996	1,001	1,012	1,029
Group 7: (2% BA 1)					
CHS Tech Director for Musical	862	866	870	880	895
CMS Tech Director for Musical	862	866	870	880	895
MED Tech Director for Musical	862	866	870	880	895
Tech. Leader CHS	862	866	870	880	895
Tech. Leader CMS	862	866	870	880	895
Tech. Leader MED	862	866	870	880	895
CHS Drama Club	862	866	870	880	895
CHS Literary Club	862	866	870	880	895
HS National Honor Society	862	866	870	880	895
MS National Honor Society	862	866	870	880	895
CHS Ecology Club	862	866	870	880	895

Appendix E-2

Extracurricular Stipends

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CHS School Newspaper	862	866	870	880	895
Chatham Fair Coord.	862	866	870	880	895
MED Ski Club	862	866	870	880	895
CMS Ski Club	862	866	870	880	895
CHS Ski Club	862	866	870	880	895
CMS Talent Show	862	866	870	880	895
Music Honor Society	862	866	870	880	895
Art Honor Society	862	866	870	880	895
Model Congress/UN	862	866	870	880	895
CMS Orchestra Director	862	866	870	880	895
Group 8: (1.8% BA 1)					
Frosh Class Advisor	776	779	783	792	806
CHS SADD	776	779	783	792	806
Costumer 2	776	779	783	792	806
Choreographer 2	776	779	783	792	806
MED Interest Based Clubs (6)	776	779	783	792	806
CMS Interest Based Clubs (10)	776	779	783	792	806
CHS Interest Based Clubs (6)	776	779	783	792	806
Group 9: (1.2% BA1)					
MED Chorus Director	517	520	522	528	537
Group 10: (1% BA1)					
MED Band Director	431	433	435	440	448
MED Orchestra Director	431	433	435	440	448
Costumer 3	431	433	435	440	448
Choreographer 3	431	433	435	440	448
Group 11:					
Special Events Coordinator (10%)	4,310	4,330	4,350	4,400	4,475
CMS Dean of Students (18.4%)	7,930	7,967	8,004	8,096	8,234
CHS Dean of Students (18.4%)	7,930	7,967	8,004	8,096	8,234

Appendix F

Chatham Central Schools Teachers' Association Sick Leave Bank Application Guidelines

Dear Member,
Please follow the procedures below when applying to the Sick Leave Bank:

- Step 1: Contact the Sick Leave Bank Chairperson prior to submitting your application. The Chair for the 2015-2017 school year is Cynthia Horvath (cshorvath12@gmail.com, 703-550-2287).
- Step 2: Complete all forms and return to the Sick Leave Chair along with the completed Physician's Statement.
- Step 3: Respond promptly if asked for clarifying information regarding your application materials.

The following is excerpted from the Collective Bargaining Agreement contract:

11.4 - 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 those who experience extended absence due to a disability resulting from illness or accident, and who have obtained their CLT.

1. Disability means the inability to perform one's occupation because of 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 request 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 regular or part-time manner, his/her continued eligibility for withdrawal of days will be determined by the committee.

...11.6. In extraordinary circumstances, to be determined solely by the Sick Leave Bank Committee, members may be granted a one-time only benefit during their 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.¹

Please be aware of the following:

- When completing your application, please be as thorough and as detailed as possible.
- The granting of days from the Sick Leave Bank is not guaranteed.
- The decision of the Committee is final and final.
- In the case of a request which exceeds the number of days which you have had the opportunity to accumulate, close scrutiny will be applied to your circumstances. Members in this circumstance will need to provide especially strong justification.
- The Committee will analyze your past use of CLT and the validity of your request.

Any questions should be directed to the Sick Leave Bank Chair.

Sick Leave Bank Physician's Statement Form Sick Leave Bank Request Form

Sick Leave Bank Physician's Statement Form

Employee Information (to be completed by Patient/Employee)

Name: _____
First Middle Last
Address: _____
Street City State Zip

Authorization to Release Information

I hereby authorize the undersigned physician to release any information to the Sick Leave Bank Committee during the course of my examination or treatment. I acknowledge that the Sick Leave Committee may contact my physician in the event that clarification is needed.

Physician Signature _____ Date _____
.....

Physician's Statement

The medical diagnosis of the condition(s) causing total disability is: (state date of surgery if applicable) _____
(to be completed by the treating physician)

Patient may return to work on date: _____

Physician's Name (Print) _____ Date _____ Physician's Signature _____
Physician's Address _____ Street City State Zip
Physician Telephone Number: _____

Chatham Central School Teachers' Association

50 Woodbridge Avenue, Chatham, New York 12037

www.chathamteachers.com

Name: _____
Address: _____
City/State/Zip: _____
E-mail address: _____

Number of days requested from the Sick Leave Bank: _____ (30 days maximum)

Please describe, in detail, the nature of the disability: _____

If there have been extenuating circumstances as to why you have exhausted your cumulative leave time please describe here: _____

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 Statement Received: Yes _____ No _____

Request Approved: Yes _____ No _____

Number of days approved: _____

Comment: _____

SLB Chairperson

Date