



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Chatham Central School District and Chatham Principals Association (2004) (MOA)**

Employer Name: **Chatham Central School District**

Union: **Chatham Principals Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **8736**

Unit Size: **5**

Number of Pages: **10**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD1 | 8736

AGREEMENT

BETWEEN THE CHATHAM CENTRAL SCHOOL DISTRICT

And

THE CHATHAM SCHOOL DISTRICT PRINCIPALS' ASSOCIATION

July 1, 2004 until June 30, 2008

RECEIVED

NOV 20 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

5

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	2
ARTICLE I – RIGHTS OF THE SUPERINTENDENT AND BOARD.....	2
ARTICLE II—DUES DEDUCTION.....	2
ARTICLE III—PROFESSIONAL DEVELOPMENT	3
ARTICLE IV—ADMINISTRATIVE COMMUNICATIONS.....	3
ARTICLE V—WORK YEAR	4
ARTICLE VI—LEAVES.....	4
ARTICLE VII—INSURANCE.....	7
ARTICLE VIII—GRIEVANCE PROCEDURE.....	8
ARTICLE IX—COMPENSATION.....	10
ARTICLE X—SALARY SUPPLEMENT.....	11
ARTICLE XI—MISCELLANEOUS PROVISIONS	11
ARTICLE XII—SAVINGS CLAUSE.....	12
ARTICLE XIII—REQUIREMENT PER TAYLOR LAW.....	12
ARTICLE XIV—DURATION	13
APPENDIX A – SALARY SCHEDULE.....	14

PREAMBLE

In order to implement the provisions of the Taylor Law and to encourage the continuation of the effective and harmonious working relationship between the Board of Education and the Chatham Central School District (hereinafter called "Board") and **its Principals and Assistant Principals**, represented by the **Chatham Principals' Association** (hereinafter called "Association"), the Chief Executive Officer of the Board (hereinafter called "Superintendent") and the Association enter this Agreement.

ARTICLE I

RIGHTS OF THE SUPERINTENDENT AND BOARD

The Superintendent and Board retain all of the rights, powers and authority exercised or had by them prior to the time of this Agreement except as specifically limited by the express provisions of this Agreement.

ARTICLE II

DUES DEDUCTION

1. The Board shall deduct from the salary of each Principal / Assistant Principal, who so authorizes in writing on an agreed upon form, dues for membership in any appropriate professional organization so designated by the Administrator.
2. Deduction authorizations shall continue in full force and effect until the Administrator notifies both the Board and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the business office.

ARTICLE V

WORK YEAR

1. Principals shall work a 12-month work year and Assistant Principals shall work a 10-month work year.

2. Assistant Principals may also be directed to work two to four weeks over the course of the summer, for which time they shall be compensated at a per diem rate of 1/200th of annual salary.

3. All unit members are expected to work on snow days, unless otherwise notified by the Superintendent.

ARTICLE VI

LEAVES

1. Vacations – *Record of absence shall be submitted to the Superintendent. Principals hired prior to July 1, 2004 shall receive 25 days of vacation each year. Principals hired July 1, 2004 or thereafter shall earn vacation time as follows each school year:*

Years 1-2.....	15 days
Years 3-4.....	20 days
Years 5+.....	25 days

Vacation time shall be available at the beginning of each school year; however, if a unit member does not complete the full work year, the vacation time will be prorated. For vacation time to be used between September 1 and July 1, the Principal must submit a tentative vacation schedule prior to September 30. For vacation time to be used during the summer months, a member or

5. Bereavement Leave – Principals/Assistant Principals may be granted leave without charge to other leave credits in the event of death in the employee’s immediate family, up to a maximum of five (5) days as each situation presents itself. As used in this section, the term “immediate family” shall mean the employee’s spouse, child, parent, grandparent, sibling, parent-in-law, sibling-in-law or any dependent with whom the employee resides.

6. Parental Leave – A Parental Leave of Absence shall be granted to a Principal/Assistant Principal for the purpose of child rearing or adopting and will be limited to those two family activities.

(a) A Principal/Assistant Principal shall be entitled, upon request, to a leave *for the birth, adoption or placement* of a child *in foster care*. The Principal/Assistant Principal shall notify the Superintendent, in writing, of a desire to take such leave and, except in case of emergency, shall give such notice at least ninety (90) days prior to the date on which the leave is to begin.

(b) A parental leave shall be limited in length to no more than *two (2) years* following the beginning of the leave. The date of return must be specified by the unit member upon application for parental leave. *If there is a change in the original intent to return to work, the request shall be submitted to the Superintendent for approval.*

7. Jury Duty -- *Upon receipt of proof of the requirement to serve for jury duty, a unit member shall be granted leave for that purpose, without charge to other leave credits, provided that he or she delivers to the District Treasurer, for deposit in the general funds of the District, all fees (other than amounts received for meals and or travel allowance) paid to such employee for such jury service.*

commencing personal or child-rearing leave or having enrolled in the plan during the school year of withdrawal therefrom. *For unit members hired July 1, 2004 or thereafter, no buyout payment shall be made.*

4. *For unit members hired after July 1, 2004, the District will no longer provide dual health insurance coverage for spouses both employed by CCSD.*

ARTICLE VIII

GRIEVANCE PROCEDURE

A. General Provisions

1. A grievance shall be any claim by a Principal/Assistant Principal or group of Principals/Assistant Principals or the Association on its own behalf (“grievant”) that there has been a violation, misinterpretation or inequitable application of this Agreement.

2. All grievances shall include the name and position of the grievant, the time and place of the grievance, the identity of the person claimed to be responsible for the grievance, the specific contract provision that is allegedly violated and a general statement of the nature of the grievance and the redress sought.

3. A grievant may elect to have a representative of the Association act on his/her behalf at each level of the grievance procedure.

4. Failure by the District to hold a hearing or render a decision within the time limits set forth herein shall be construed as a denial of the grievance and permit appeal to the next level of the grievance procedure.

(c) The Board shall give its written decision within ten (10) working days after the conclusion of the hearing.

Step 4: Binding Arbitration

(a) If the Association is dissatisfied with the decision at Step 3, in its sole discretion it may submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association (“AAA”) within 15 school days after receipt of the Board of Education’s decision at Stage 3. An arbitrator from AAA will be selected and mutually agreed upon by both parties. The parties will be bound by the voluntary labor arbitration rules of the AAA. The arbitrator will be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable law. The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the arbitrator shall be borne equally by the District and the Association.

ARTICLE IX

COMPENSATION

Each Principal / Assistant Principal shall be compensated in accordance to the salary schedule in Appendix A. The District retains the right to set the hiring rate for any unit position in the event of a vacancy therein.

Each Principal / Assistant Principal shall receive an *annual* Tax Sheltered Annuity for each year of the contract employed by CCSD as follows:

2004-2005 & 2005-2006	\$1,250
2006-2007 & 2007-2008	\$2,000

discipline, etc., will not be used by the Superintendent as a way to harass or intimidate employees whom they do not favor.

Problems or difficulties related to the performance of an administrator, (excluding disciplinary actions), will be conducted in private by the Superintendent. In turn, an administrator will demonstrate similar professional courtesy to the Superintendent.

In the event that an employee or the Association has reason to believe that a unit member has been subjected to retaliation, the District agrees to convene a meeting with the union to address such issue upon written request of the union. If this section has been violated, a meeting among the Association, the employee, and the Superintendent shall be scheduled immediately to discuss the problem.

ARTICLE XII

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Article will continue in effect.

ARTICLE XIII

THE BOARD OF EDUCATION SHALL MAINTAIN ALL PRACTICES, POLICIES AND TERMS AND CONDITIONS OF EMPLOYMENT NOT SET FORTH IN THIS AGREEMENT. HOWEVER, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUND

APPENDIX A

SALARY SCHEDULE

	<u>2004-2005</u>		<u>2005-2006</u>		<u>2006-2007</u>		<u>2007-2008</u>	
<u>12 Month Principals</u>								
Ron Davis	\$	92,767	\$	97,405	\$	102,276	\$	107,389
Gordon Fitting	\$	99,011	\$	103,962	\$	109,160	\$	114,618
Charlotte Frye	\$	92,180	\$	96,789	\$	101,628	\$	106,710
<u>10 Month Principals</u>								
Larry Burud	\$	74,000	\$	77,700	\$	81,585	\$	85,664
John Thorsen	\$	62,000	\$	65,100	\$	68,355	\$	71,773

