

**CHAPPAQUA CENTRAL SCHOOL DISTRICT**

**and**

**CHAPPAQUA CONGRESS OF TEACHERS**

**NEGOTIATING REPRESENTATIVES**

**2012 - 2013 CONTRACT**

**ADDENDUM AGREEMENT TO 2008-2012 CONTRACT**

**Chappaqua Congress of Teachers**

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## PREAMBLE

This agreement made by and between the Superintendent of Schools of the Chappaqua Central School District, hereinafter called the District, and the Chappaqua Congress of Teachers, hereinafter called the Congress, after negotiations, is a statement of the terms and conditions of employment of the members of the Teachers' Negotiation Unit (Unit II) represented by the Congress.

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## **CONTRACT RIGHTS AND PROCEDURES**

### **ARTICLE 1 – Duration**

- A. This agreement shall remain in full force and effect for the period beginning July 1, 2012 and ending June 30, 2013, and may not be changed, altered or modified during such period without the mutual consent, in writing, of the parties hereto.**
- B. Any written request for modification must specify the article and paragraph to be amended and the exact wording proposed. Within ten days of receipt of the request for modification, the second party shall indicate its willingness, or unwillingness, to meet concerning the proposed amendments.**
- C. If the second party agrees to meet, it shall specify, in writing to the first party, the acceptable scope of reopening. If both parties are unable to agree to an acceptable amendment within thirty school days of the initial meeting, and if they do not mutually agree to extend the negotiations, the agreement shall be closed and shall remain unaltered to the end of the contract period.**

### **ARTICLE 2 – Recognition**

- A. The District has recognized the Congress for the purpose of negotiating collectively over the terms and conditions of employment of members of the teachers' unit pursuant to the New York State "Public Employee's Fair Employment Act" as amended.**
- B. The Congress is the sole and exclusive bargaining representative of the unit described as "Unit II - Teacher Personnel," including summer school, school psychologists, guidance counselors, teaching assistants, nurses, licensed practical nurses, occupational therapists, athletic trainers, and all other professionally certified personnel, but excluding principals, assistant principals, teacher aides, and all other employees, the major part of whose duties are of a supervisory nature.**
- C. For the purposes of this agreement, unless otherwise indicated, the term "teacher," when used in this agreement, shall refer to a member or members of the unit employed during the regular school year as herein defined.**
- D. In accordance with Article 14 (Section 208) of the "Public Employees' Fair Employment Act," the Congress shall have unchallenged representation status. Such recognition shall extend for the maximum period allowed by law. Competing claims of majority support shall be resolved according to procedures established by the "Public Employees' Fair Employment Act," Article 14 (Section 207) of the Civil Service Law.**
- E. Nothing stated or implied in this agreement shall be construed as requiring a teacher to be a member of the Congress as a condition of employment in this District.**

### ARTICLE 3 – Rights of the Congress

- A. The Congress may use school buildings at reasonable times and without cost for business of the Congress. Request for use of a building shall be made to the building principal in advance, and such use shall not interfere with any scheduled school programs or activities.**
- B. The Congress may distribute materials dealing with the proper and legitimate business of the Congress through teacher mailboxes and e-mail.**
- C. The Congress may utilize bulletin board space in a designated area in each school building for the exclusive purpose of posting material dealing with proper and legitimate business of the Congress.**
- D. The Congress desires to establish the kind of cooperation with the District which reflects mutual understanding. In order to achieve this, the Congress will send a copy of the agenda of its general meetings to the District, and the District shall send to the Congress a copy of the official agenda of each regular Board of Education meeting when it is released to the public.**
- E. The District and the Congress shall cooperate in making available appropriate records and survey statistics for the purpose of joint examination in the mutual endeavor to maintain or to reach a satisfactory agreement.**
- F. Having notified the principal in advance, the Congress shall have the opportunity to use a short period for Congress business after the conclusion of any faculty meeting.**
- G. The District shall bear the cost of reproducing this agreement. A copy shall be provided for each employee in Unit II. One hundred additional copies shall be provided for Congress use.**
- H. Office space of not less than 120 square feet for the keeping of Congress records and conduct of Congress business shall be provided free of charge in a district-owned school building. The Congress may install and maintain a telephone with an automatic answering device in this space and/or the home school of the Congress President at Congress expense.**
- I. For the performance of the duties of the office, the Congress President shall have an adjusted teaching load. Such adjusted load shall consist of either up to 20 days of released time or a mutually agreed upon equivalent to be utilized by the President or designee, a reduced teaching load where mutually convenient and agreeable to the Congress President and the building principal, or, at the elementary level, a reduction in classroom duties as agreed to by the President and the principal. When the terms of this Agreement require the presence of the President in legal or grievance procedures, it shall be the responsibility of the building principal, upon prior notice, to provide coverage of the President's classes. The Congress President shall not be required to have any extra duties. For the performance of the duties of the office, the Congress Vice President shall be provided with up to five days of**

release time or a mutually agreed upon equivalent to be used by the Congress Vice President, who may also be a President' s designee.

- J. The Congress and the District agree to work cooperatively to provide educational programs and educational quality in the most cost-effective ways. Determination of staffing shall be the responsibility of the District, but the Superintendent of Schools agrees to:**
- 1. Inform the Congress when staff reductions are seriously contemplated prior to any public announcement and to consider the recommendations of the Congress for constructive staffing patterns.**
  - 2. Secure staff reductions, whenever possible, through attrition, while maintaining the teacher-student ratios provided for in Articles 11 and 12.**
  - 3. Provide any tenured teacher whose position is eliminated through staff reduction with one month of severance pay at 1/10 of BA Step 1 for each two years of District service to a maximum of four months, and one month of medical insurance coverage for each two years of district service to a maximum of five months. Once new employment is found, both severance pay and insurance will cease.**
- K. Congress building representative in each building shall be provided with an up-to-date copy of the District's Administrative Regulations. The District shall provide the Congress with copies of changes made in those regulations.**
- L. The Congress shall be granted up to 12 additional days for official Congress business, for which the Congress shall reimburse the District for the cost of substitutes when necessary.**

#### **ARTICLE 4 – Dues Deduction**

- A. The District will, if so authorized, deduct from the salary of any Unit II employee, dues for the Congress. Teacher's initial authorization shall be in writing on the Payroll Deduction Authorization Form. Dues deduction authorization shall be continuous from year to year unless the teacher submits written revocation by October 12 of the applicable year.**
- B. At least 15 days prior to the commencement of payroll deductions, the Congress shall certify in writing to the District any change in the membership dues of the Congress.**
- C. No later than two weeks prior to the first payroll date in November, the Congress shall provide the District with a supplementary list of those employees who have voluntarily authorized the District to deduct dues for the Congress on the original Payroll Deduction Authorization Form.**

- D. The District shall transmit the total of the amounts deducted from each employee's paycheck as designated to the Congress at the end of each pay period for a total of twenty (20) consecutive pay periods, beginning with the second payroll cycle in September. Each transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted.**
- E. The District shall provide for the payroll deduction from unit members for the NYSUT Benefit Trust. The Congress shall save the District harmless from any legal liability, including damages and the payment of the District's reasonable attorney's fees in the event that the District is sued regarding this provision of the contract, except, with respect to a suit related to the District's failure to arrange for the payroll deduction.**

**ARTICLE 5 – Negotiation Procedures**

- A. Negotiation meetings for the next agreement shall commence during the first week of December of the school year in which the contract will expire.**
- B. At least one month prior to that week -- and no later than the last school week in October -- both the District and the Congress Negotiating Teams shall meet to discuss and agree upon the procedures and schedules to be followed during negotiations.**
  - 1. A date must be selected for the presentation of money items. If no agreement can be reached, the date will be no later than March 1.**
  - 2. In the event that no agreement can be reached, the following schedules and procedures will be adhered to:**
    - a. Negotiation meetings shall be conducted at least once a week during those weeks that school is in session with a mutually agreeable date and place. Whenever possible, at the end of the meeting, the date and agenda for the next meeting shall be mutually agreed upon.**
    - b. The District and the Congress shall present to each other, no later than ten calendar days prior to the first negotiation meeting in December, proposals for additions, changes, and deletions from this agreement other than proposals for Salary and Fringe Benefits (Article 23 - Article 27). All proposals shall include the number and paragraph of the article and the suggested wording for the appropriate paragraph. Supplementary proposals in this category must be submitted by January 15.**
- C. The District and the Congress shall present to each other all proposals relating to the salary and fringe benefits. Such proposals shall include the number and paragraph of the article and suggested wording for the appropriate paragraphs.**

- D. The meetings and the proposals shall be confidential, and neither the District nor the Congress shall release to the press, or to any other information medium, any information relating to the proposals or to the conduct of the meetings unless and until a final impasse is declared. Nothing contained herein shall be construed to prohibit communication between the negotiating teams and their respective parties.
- E. The District's representatives and the representatives of the Congress shall have an unlimited right of caucus.
- F. The District and the Congress may employ consultants at the negotiation meetings.
- G. The District and the Congress agree that the agreements reached by the respective representatives of the District and the Congress shall be reduced to writing and initialed by the spokesmen for the parties. Such agreements shall be tentative and may be revised in light of future agreements and negotiations of other proposals. Provisions of the current agreement on which changes are not being proposed shall be considered automatically included in the successor agreement.

#### **ARTICLE 6 – Grievance Procedures**

- A. **PURPOSE** -- The purpose of this procedure is to provide a means for the rapid and equitable settlement at the lowest possible level of alleged violations of this Agreement.

- B. **DEFINITIONS**

A grievance shall be a claim by a teacher or group of teachers in the unit stating that there has been a violation of this Agreement. The decision as to the appointment of a probationary teacher to a permanent position shall not be a matter subject to grievance.

A grievant shall be a teacher or group of teachers filing a grievance.

A grievance committee comprised of one member from each school shall be appointed by the Congress to represent teacher grievances beyond Stage II.

The term day shall mean teacher's working school day.

- C. **PROCEDURES** – The existence of the Procedure hereby established shall not be deemed to require any teacher to pursue the remedies herein provided and shall not in any manner impair or limit the right of any teacher to pursue any other appropriate remedies available.

Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and, as an outcome, having his grievance adjusted without the intervention of the Congress, provided the adjustment is consistent with the terms of this Agreement. The Congress shall have the opportunity to be present and to state



its views through the Grievance Committee at any level in the grievance procedure beyond Stage II.

Failure of the responsible school officer at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure of the grievant to bring the grievance to informal presentation within ten days of its occurrence or to appeal the grievance to the next step within the specified time limits shall be deemed a waiver of the grievance, and the grievance shall abate. In the event that an employee alleges that a grievance is based upon newly gained knowledge of facts or conditions which could have constituted the grievance within the ten day provision, the employee may bring a grievance subsequent to the expiration of this period, but in no event may any grievance be filed in excess of thirty days from the date upon which the act or conditions upon which the grievance is based occurred.

**Stage I – Informal Appeal.** Every grievance must be presented informally to the grievant's principal or immediate supervisor within ten days of the occurrence of the events underlying the grievance. If mutual agreement has not occurred after an informal oral presentation of a grievance to a grievant's immediate supervisor or principal, the formal steps set forth below shall be followed. The immediate supervisor or principal shall orally dispose of each grievance informally presented within five days following the informal presentation.

**Stage II – Formal Appeal to the Supervisor or Principal.** If the grievance is not settled satisfactorily at the informal stage, a grievant may file a written grievance on the appropriate form within five days of the decision handed down as a result of the informal presentation. The form used to start the formal grievance procedure is to be filed with the grievant's principal or immediate supervisor.

Within five days of the filing of the grievance, the principal or immediate supervisor shall hold a hearing with the grievant in an attempt to resolve the grievance. The grievant may invite a Congress building representative to be present at the hearing. If the grievance is resolved, the resolution shall be stated in writing and signed by the teacher, the building representative, and the principal or immediate supervisor. If the grievance cannot be resolved, the principal or immediate supervisor hearing the grievance shall issue a written decision on the grievance within five days of the hearing.

**Stage III – Formal Appeal to Superintendent of Schools.** If the grievance is not resolved at the conference or the grievant is not satisfied with the written decision, the grievant may appeal the decision to the Superintendent of Schools. Such appeal must be filed with the Superintendent of Schools on the appropriate form within five days of receipt of the decision of Stage II. It shall be in writing, shall contain a copy of the written decision of Stage II, and shall state the reasons for the appeal. The grievant shall also file a copy of the appeal with the Grievance Committee at the time it is filed with the Superintendent of Schools. Within ten days of the receipt of the appeal, the Superintendent or designee shall hold a hearing with the Grievance Committee and the grievant in an attempt to resolve the grievance. If the grievance

is resolved, the resolution shall be stated in writing and signed by the grievant, the Superintendent of Schools, and the chairman of the Grievance Committee. If no resolution is reached, the Superintendent shall issue a written decision on the grievance within five days of the hearing.

**Stage IV – Binding Arbitration.** If the Grievance Committee is not satisfied with the Superintendent's decision, it may submit the grievance to arbitration by filing a written notice with the office of the Superintendent of Schools on the appropriate form, within five days of receipt of the Superintendent's decision. Within ten days of the Grievance Committee's filing with the Superintendent of Schools, the designated arbitrator shall be jointly contacted by the parties. The arbitration shall be held before one of the following arbitrators, selected, to the extent practicable, on a rotating basis, and availability on a timely basis:

1. Howard Edelman
2. Bonnie Siber-Weinstock
3. Carol Wittenberg
4. Richard Adelman
5. Jeffrey Selchick

The arbitration shall be held pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and it shall be the duties of the parties to mutually make arrangements with the Arbitrator to conduct the proceedings.

The Arbitrator shall hold such hearings as he deems necessary and shall render a decision in writing. The Arbitrator shall not have the power to alter or amend, add to, or change the terms of this agreement or the conditions of employment of teachers in this District. The arbitrator shall, however, have the power to interpret and apply this contract and specify a remedy. The Arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by the District and the Congress.

- D. **DISTRICT RIGHTS** – The District, at any time, acting through the School Board or the Superintendent of Schools may, in its sole discretion, register a grievance against the Congress or one of the members of the negotiating unit for failure to comply with the terms and conditions of this agreement by filing a written complaint on the appropriate form with the Superintendent of Schools, who will transmit the complaint to the President of the Congress. Within ten days of the presentation of the complaint, there shall be a conference concerning the complaint by the District between representatives of the Congress and the District. If the complaint cannot be resolved at this level, the District may, in its sole discretion, and at its sole option, bring the complaint to arbitration, Stage IV of the grievance procedure. Use of this procedure shall in no way be construed as a waiver of the District's right to bring disciplinary proceedings.
- E. **REPRISALS** – The fact that a grievance is raised by a member of the unit, regardless of its ultimate disposition, shall in no way result in any reprisals by the District.

**ARTICLE 7 – Legislative Authority**

**It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.**

**ARTICLE 8 – Savings Clause**

- A. In the event that any provision of this agreement shall be declared contrary to law, all other provisions shall continue in full force and effect.**
- B. If any provision of this agreement is declared contrary to law, then such provision shall not be applicable, performed or enforced except to the extent permitted by law.**

## PROFESSIONAL CONDITIONS OF EMPLOYMENT

### ARTICLE 9 – Teacher Recruitment, Selection and Orientation

- A. The District shall be responsible for teacher recruitment, selection and orientation.
- B. Faculty will be advised of candidate's visit. Appropriate teachers will be involved in one or more of the following activities: interviews, observations, or recommendations. Selections shall follow consultation with those faculty members who have met with the candidate during his or her visit to the District.
- C. Recognizing the importance of teacher selection to the continued excellence of the school system, the Congress agrees to encourage its members to refer the names of possible candidates to their building principals.
- D. Newly appointed teachers shall be available for a three-day orientation session during the week before Labor Day without remuneration. Additionally, these teachers will be available for up to the equivalent of 5 days between September 1 and August 30 of their first year of employment for participation in special staff development and training sessions. Compensation will be at the per diem rate. Candidates shall be informed of these commitments during their placement interview.

### ARTICLE 10 – School Year

- A. The determination of the school year and calendar and the days on which students shall be taught shall be the sole responsibility of the Board of Education upon the advice of the Superintendent of Schools who will consider the recommendations of the BOCES Calendar Committee. One hundred eighty-five (185) attendance days will normally be required from teachers. Four days - or their equivalent - shall be provided for:
  - 1. The pre-school meeting in September.
  - 2. Three Superintendent's Conference Days for curriculum planning and work sessions or parent conferences.
- B. Twelve hours for professional planning and staff development will be required of teachers:
  - 1. The time will be divided into three, two-hour blocks (i.e., 6 hours), each block of which will be added to the teachers' day, three times throughout the course of the year, and an additional six (6) hours of required professional planning and staff development time to be determined by the District. There is a moratorium regarding the three, two-hour blocks for the period commencing July 1, 2011 and terminating on June 30, 2013.

2. **The three two-hour blocks will be added to the teacher' s day three times throughout the school year and will be accompanied by an equivalent two-hour early dismissal of students. There is a moratorium on the provisions of this paragraph for the period commencing July 1, 2011 and terminating on June 30, 2013.**
  3. **Thereafter, the provisions in the pre-existing agreement in effect for 2010-2011 shall be back in effect, unless the parties otherwise mutually agree in writing.**
  4. **The additional six hours cannot be time added to the beginning or end of the school year or scheduled on school holidays or weekends without the agreement of the teachers involved.**
  5. **Teachers will have a substantial say in the use of this time.**
  6. **Scheduling, implementation and modification will be coordinated by the Professional Development Team.**
  7. **Issues arising from the implementation of this provision will be reviewed and resolved at Labor-Management.**
- C. An additional two (2) days may be required from any teacher for curriculum planning or special assignment, subject to the following conditions:**
1. **Teachers may not be involuntarily assigned more than four days in three years.**
  2. **Actual dates must be agreed to by both parties within a reasonable deadline of no fewer than 60 days, unless this deadline is waived by both parties.**
  3. **An assignment under subsection C of this article shall be paid at the per diem rate provided in this Agreement.**
- D. The school year is subject to emergency closings of schools. Should the number of closings cause the District to fall below 180 "days of instruction," the minimum required by the New York State Education Department, adjustments in the calendar shall be made by the Superintendent of Schools.**
- E. In the event of a serious emergency, meetings may be called at any time on short notice.**
- F. The third Tuesday of each month shall be reserved for a Congress business meeting beginning after the last dismissal.**
- G. The Faculty Advisory Council and individual staff members are encouraged to submit to the school principal topics for discussion at faculty meetings. When**

possible, meeting agendas will be available twenty-four hours in advance. Other items may be added when necessary.

- H. Whenever possible under State regulations, classes of the teachers who are participating in Community Night or Open House will be dismissed before 1:00 P.M. to allow those teachers time to prepare for the event.
- I. Four half days or their equivalent shall be provided for parent conferences in grades K through 4.
- J. There will be three half days for elementary school teachers during the last five days of school unless there are extenuating circumstances created by school closings due to weather or any other unforeseen events which, under State Law, require that these days be converted to full days of student instruction time.

**ARTICLE 11 – Teaching Day, Load, Assignments**

- A. The normal length of the teachers’ day at the elementary, middle and high schools shall be 7 hours. The student instructional day at the elementary schools shall be up to 6 ½ hours and at the secondary schools up to 7 hours. Teachers may be required to be present a maximum of an additional 2 hours per week for faculty meetings and other school-related meetings that do not occur during normal work hours. Meetings will be scheduled on a regular basis whenever possible. All other professional practices will continue as previously established in the district.
- B. All teachers shall have a 30-minute continuous, duty-free lunch period. In the event a teacher receives less than a 30-minute continuous, duty-free lunch period, the teacher may appeal to the Faculty Advisory Council. The Faculty Advisory Council and teacher involved shall make recommendations to the building principal to alleviate the situation.
- C. In exceptional cases warranted by the needs of students in the areas of their health, safety, transportation, or emergencies, teachers will be expected to remain longer than the normal teacher’s day. All teachers shall be expected to fulfill daily professional responsibilities and to adhere to current practices, which include night functions.
- D. Guidelines for guidance counselor loads shall be:

325 in the middle school  
250 in the high school

In the event these ratios are exceeded, paraprofessional assistance shall be provided. The above guidelines shall not be construed as mandating a student/counselor ratio.

- E. All elementary teachers shall, in addition to their lunch periods, have at least one daily unassigned professional period of at least 30 continuous minutes in duration. Should extenuating circumstances prohibit the scheduling of a daily unassigned

professional period, such affected teachers shall be guaranteed a minimum of 150 minutes in blocks of a minimum of 30 continuous minutes of unassigned professional time per 5-day week. For elementary Pupil Personnel staff members, testing time shall be built into their schedules.

- F. The normal teaching time requirement at the middle school will be five periods or its equivalent per day, with no more than 225 minutes per day; provided, however, that if block scheduling is employed the time between classes will not be counted as part of the 225 minutes.
- G. The normal teaching time requirement at the high school shall be no more than 1500 minutes per six-day cycle. Special area teachers, teachers offering lab experiences and Pupil Personnel staff members will normally operate within an equivalent period of time but, in no case will their assignment exceed 1620 minutes. Except under unusual circumstances, the 1620 minutes shall include extra duty assignments.
- H. Teachers who are required to teach an extra course before or after school will be paid at an hourly rate calculated as follows:  $1/200$  contract salary divided by 6 hours.
- I. The teaching day of a teacher who is assigned to more than one building shall not exceed 7 hours, including travel time. Traveling teachers shall be assured a minimum of 30 minutes travel time between buildings.
- J. It is the responsibility of the District to make teaching assignments in accordance with the needs of the pupils and the qualifications of the teachers. The seniority of a teacher and his/her individual desires will be considered in making changes in grade or subject assignments.
- K. Principals are responsible for the assignment of paraprofessionals and substitutes, and they shall solicit the advice of the Faculty Advisory Council and the teachers concerned in planning for the best use of such personnel.
- L. Every effort shall be made to give written notice of next year's assignment by June 1 but no later than June 10 or up to three (3) days after a second budget vote if the budget is defeated when first proposed with the understanding that if any subsequent changes have to be made, the teacher involved shall be notified and given an opportunity to consult with the principal before a final assignment is made.
- M. Building hours shall be determined by the Superintendent of Schools. The high school building hours may exceed the length of the teachers' day, but in no case may they be set earlier than 7:30 A.M.
- N. Services of at least one position or the equivalent will be provided to be shared among the elementary schools each week to support collaborative planning.

## ARTICLE 12 – Class Size

- A. Determination of class size shall be the responsibility of the Board of Education upon the recommendation of the Superintendent of Schools.**
- B. The following guidelines shall apply except as specified in this Article, Paragraph D:**
- 1. The maximum class size shall be 28.**
  - 2. The instructional teacher-student ratio for kindergarten will be 20 pupils for each teacher.**
  - 3. The instructional teacher-student ratio for Grade 1 will be 23 pupils for each teacher. The maximum class size for Grade 1 will be 26.**
  - 4. The instructional teacher-student ratio for Grades 2-4 will be 25 pupils for each teacher.**
  - 5. In Grades 5-12, a classroom teacher's load shall not exceed an average of 25 students.**
- C. It is recognized that the above guidelines are for regular academic classes. Regularly scheduled art, music and physical education classes in the elementary grades shall be consistent with the guidelines in Article 12, Paragraph B. Regularly scheduled art and music classes in the secondary grades shall also be consistent with such guidelines. An acceptable reason for exceeding the guidelines in this instance will be when an adjustment will force classes in other areas to be in excess of the guidelines. The number of pupils may vary from these guidelines in large-group instruction, physical education (secondary grades), band, orchestra, chorus, assembly lectures and the like. For large group instruction involving two or more whole classes taught by a single teacher, professional assistance shall be provided when requested by the teacher in charge.**
- D. It is recognized that the above guidelines may be exceeded with the mutual consent of the building principal and the teachers concerned to provide for flexibility in staffing and program. An acceptable reason for exceeding the guidelines listed above may be any of the following:**
- 1. To provide for large-group instruction.**
  - 2. To provide for specialized or experimental instruction.**
  - 3. To meet department or grade-level objectives by dividing classes into larger or smaller enrollments.**
  - 4. There is no space available to permit scheduling an additional class or classes to reduce class size.**



If the principal and teacher concerned are unable to agree on the proposed increase in class size, the building Faculty Advisory Council shall determine the applicability of the exceptions listed above. An appeal may be made to the Superintendent of Schools, whose decision shall be final.

- E. Teachers whose classes exceed the guidelines may be granted a suitable increase in paraprofessional or clerical assistance, or a reduction in non-teaching assignments, or other appropriate aid as determined jointly by the principal, the teachers involved and the building Faculty Advisory Council.

In Grades 2-4 in any elementary building, the following procedures may be selected:

1. When more than one class at a particular grade level exceeds 25 students, additional teacher aide time will be provided to that grade level.
2. When a class at a particular grade level exceeds 28 students, a teacher aide will be assigned to that class on a full-time basis.
3. When a grade level averages more than 30 students, a certified teacher will be assigned to assist at that level.

#### ARTICLE 13 – Teacher Files

- A. No evaluative materials, excluding references and information obtained in the process of evaluating the teacher for employment, shall be placed in a teacher's file unless the teacher has an opportunity to read the material. The teacher shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed with the understanding that such signature merely signifies that the teacher has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
- B. The teacher shall have the right to answer any material filed, and the teacher's answer shall be reviewed by the building principal and the Superintendent and attached to the file copy.
- C. Upon reasonable notice, the teacher may review the contents of any of his or her files at the Education Center with the Assistant Superintendent for Human Resources or designee or at the building with the building principal or the principal's designee. Upon request, the teacher shall be given a copy of the current formal evaluation report. A representative of the Congress or another representative of the teacher's choice may accompany him or her.
- D. Correspondence received by the District relative to a teacher shall be treated with the utmost discretion. If, after investigation by management, the contents are believed to be significant, the named teacher shall be promptly informed. If the correspondence is to be filed, the teacher shall have the right to make written response. Said response shall be attached to all file copies of the original letter. Any such letter must be filed within 12 months of its receipt by the district. The teacher

shall have the right to grieve to the Superintendent of Schools whether such correspondence is inaccurate and/or unfair. The Superintendent's determination can be appealed to the Board of Education whose decision shall be final.

- E. Upon request, single photo copies of the contents and records of his or her file, except such confidential references given at the time of the teacher's employment, shall be made available to the teacher.
- F. Two personnel files shall be kept on a teacher, one at the teacher's school, the other at the Education Center. Copies of all evaluative material shall be maintained at the Education Center.

#### **ARTICLE 14 – Vacancies and Promotions**

- A. Whenever any vacancy in a Unit I position or other administrative positions occurs, it shall be published by the Superintendent of Schools by notice placed on a bulletin board in every school as far in advance of the appointment as possible. Qualifications for the position and its duties, specific period of appointment for the position, directions for applying and the first day for applying shall be set forth.
- B. Vacancies in Unit II shall be posted by title and, when appropriate, by school. Openings in co-curricular, coaching and other extra pay positions shall be posted.
- C. All teachers shall be given the opportunity to make application for any position for which they are qualified, and the district shall give weight to relevant factors. All such teachers in the District applying for such positions shall be given the opportunity for a personal interview with the appropriate personnel. When, in the opinion of the Superintendent and the Board, all other factors are substantially equal, preference shall be given to qualified teachers already employed by the District.
- D. All teachers shall be given the opportunity to register with the District office in June of each school year to be considered for vacancies that may arise when school is not in session, but such registration shall not in itself constitute an application for any vacancy.
- E. The Building Faculty Advisory Councils may make recommendations for filling vacancies in their buildings to the Superintendent. The Congress is encouraged to make recommendations for filling district-wide vacancies to the Superintendent.

#### **ARTICLE 15 – Department Chairpersons, District Chairpersons, Elementary Chairpersons**

- A. The Department Chairpersons in the high school shall consist of: English, Foreign Language, Math, Science, Social Studies (including Library Media Specialists), Fine/Practical Arts, Performing Arts (Music, Drama), Pupil Personnel Services, Physical Education and Guidance Counseling Services. Department Chairpersons at the high school shall not be assigned to supervisory duties except for proctoring.

**The Department Chairpersons in the middle school shall consist of: English, Foreign Language, Math, Science, Social Studies (including Library Media Specialists) and Pupil Personnel/Guidance Services at both Robert E. Bell and Seven Bridges Middle Schools. (Six positions at each building.) In addition, there will be one chairperson for Special Area I (Physical Education, Health), one chairperson for Special Area II (Home and Careers, Technology) and one chairperson for Special Area III (Art, Music). Where there is a single department chairperson for the middle schools, the positions may be shared on a .5 FTE basis with prior approval of the building principals following consultation with the members of the affected departments. Any department with fewer than three members shall be reconfigured and merged into another department area. Compensation shall be pursuant to Article 15.B.3.**

**Effective July 1, 2008 the Pupil Personnel/Guidance Services Department Chairpersons in the middle schools shall be released from administrative duties and be paid at the same stipend rate as high school department chairpersons without the middle school differential which is based on the number of department members.**

**There shall be district-wide Chairpersons as follows: Speech/Language, Psychological/Social Work, Compensatory Education, Elementary Special Education, Music, Art, Library Media Services and Health.**

**In each elementary building there shall be one Chairperson for each grade level, one Chairperson to represent all regularly scheduled special subject teachers, and one Chairperson for Pupil Personnel Services teachers.**

**B. Compensation for Chairpersons shall be as follows:**

- 1. High School - 2012/2013 school year: \$7,363**
- 2. Each high school Chairperson with nine or more persons in the department shall have a reduced teaching load of one class.**
- 3. Middle School - 2012/2013 school year: \$6,695**  
**PPS/Guidance - 2012/2013 school year: \$7,363**
- 4. Each middle school Chairperson with nine or more teachers in his/her department shall be paid a stipend of \$500 in lieu of a reduced teaching load (excluding PPS/Guidance Chairpersons). This stipend shall be shared if a single department chairperson position is split between two schools.**
- 5. Elementary School, District-wide Chairpersons**  
**2012/2013 school year: \$2,801**

**C. Each department and grade level shall have clerical or teacher aide support.**

**D. Selection, Length of Term, Evaluation and Eligibility**

- 1. Selection: The building principal in cooperation with all of the department members shall select a Department Chairperson for that department by April 15 at the high school, and by May 10 at the middle school. The final decision shall rest with the building principal, subject to approval by the Superintendent of Schools and the Board of Education.**
- 2. Length of Term: Chairpersons shall serve for two years.**
- 3. Eligibility: Any certified teacher shall be eligible to serve as Chairperson.**
- 4. Responsibilities: The key responsibilities of the Chairpersons shall be to:**
  - a. Coordinate, evaluate and improve curriculum.**
  - b. Implement new or revised curriculum in the department.**
  - c. Assist in the improvement of instruction in the department.**
- 5. Evaluation: The Department Chairperson shall be evaluated annually by the building principal. The Chairperson may be removed upon 30 days' written notice by the building principal.**

## PROFESSIONAL STAFF AND DISTRICT DEVELOPMENT

### ARTICLE 16 – Evaluation - Non-tenured Staff

This article only applies to those teachers not subject to evaluation under Education Law Section 3012-c for so long as that statute is in effect.

- A. Evaluation is one of the most important responsibilities of the District in maintaining a quality teaching staff. The evaluation of a teacher should be a cooperative process between the administrator and the teacher for the purpose of improving the quality of instruction. The teacher and the administrator shall review the teacher's general and specific responsibilities and the quality of the teacher's teaching performance, examine the conditions under which the teacher is working, determine whether the teacher is meeting responsibilities satisfactorily and what changes, if any, shall be carried out. The administrator shall have supervisory responsibility for making decisions and in offering recommendations to the Superintendent of Schools concerning the teachers within his school or department.
- B. During the hiring and orientation process, the Superintendent and/or the administrator shall inform the teacher of major responsibilities, quality of performance expected, the purpose of the evaluation process, and the assistance the teacher may expect from the administrator.
- C. Observations of teacher performance shall be conducted openly and with the knowledge of the teacher.
- D. Each probationary teacher shall be observed in the classroom environment for reasonable periods of time during the school year. As far as possible, these observations shall cover different periods during the day and varying types of instruction.
- E. All probationary teachers shall receive at least two formal observations prior to the April 1 notification date (see Paragraph I below) each year. An additional formal observation shall be given at the request of the teacher. Each formal observation shall follow these guidelines:
  1. Such observation to be of a complete lesson and/or at least one-half hour's duration.
  2. Such observation to be followed by a conference between the teacher and the observing administrator during which the administrator's evaluation shall be discussed.
  3. The teacher may attach comments to the written evaluation, if desired, and the evaluation with the attached comments, if any, shall be placed in the teacher's file. The teacher shall sign each copy, which shall indicate that the teacher has read it, although signing the copy does not necessarily indicate approval of all, or any, of the statements contained in the evaluation.

**Should prior notification as to the time and anticipated duration of one of the administrator's formal observations be desired by the teacher, the teacher shall present a written request for such notification of the conference following the first formal observation.**

**Any teacher may request evaluations of his or her professional performance. The teacher is encouraged to do so periodically. Administrators are encouraged to make informal observations as well. Informal observations need not comply with guidelines 1 and 2 above, but if a written evaluation is prepared, then the procedure in guideline 3 must be followed.**

- F. For P.P.S. teachers assigned to one building, the department supervisor and certified building administrator shall each make at least one formal observation. These observations shall be merged into a single, joint evaluation unless the teacher and administrators agree to have one administrator do both observations.**
- G. For P.P.S. teachers assigned to more than one building, the department supervisor and one of the certified building administrators shall each make at least one formal observation. These observations shall be merged into a single, joint evaluation. The teacher will be notified in advance as to which certified building administrator will be involved in this process. It is understood that this process will take place in the same year unless the teacher and administrators agree to have one administrator do both observations.**
- H. For non-P.P.S. teachers assigned to more than one building, the certified building administrators shall arrange for coordination of the formal observations. The observations of each certified building administrator shall be merged into a single, joint evaluation. The teacher will be notified in advance as to which certified building administrator will be involved in this process. It is understood that this process will take place in the same year.**
- I. All teachers with a probationary appointment who are not to be invited back for the next year shall be notified of that decision by the administrator on or before April 1. During that year, each teacher shall receive at least three formal observations, each followed by a written summary. The option to resign shall be given provided that the letter of resignation is submitted not later than April 15.**
- J. Teachers being recommended for tenure will be so informed by the administrator. The Superintendent of Schools will notify the teacher of this decision in writing. Teachers whose anniversary date of employment is September 1 will be notified by the Superintendent by April 1. If the anniversary date of employment is other than September 1, the Superintendent's notification will be at least 90 days (exclusive of July and August) prior to the effective date of tenure. All other Teachers with a probationary assignment who are being invited back for another year will be notified in writing by the administrator as soon as proper clearance is provided by the Superintendent of Schools.**

- K. A teacher who has advanced an extra step upon receipt of tenure shall maintain the additional step if the teacher accepts a different position in the School District which requires a new probationary period of service. No teacher shall be eligible for an extra step upon the completion of any additional probationary period.**
- L. In the event that a change of administrators occurs during the final year of a probationary period, prior and current observations and evaluations will be reviewed by the new administrator with the Superintendent of Schools before a decision to recommend to continue or terminate employment is made by the new administrator. The teacher will be notified in advance as to which certified building administrator(s) will be involved in this process.**
- M. Part-time teachers who are not to be invited back for the next year based upon performance shall be notified of that decision by the administrator on or before April 1.**

#### **ARTICLE 17 – Professional Accountability - Tenured Staff**

**This article only applies to those teachers not subject to evaluation under Education Law Section 3012-c for so long as that statute is in effect.**

- A. It is the joint responsibility of the District and the teaching staff to maintain the highest level of professional performance. All observations and evaluation of work performance of teachers shall be conducted openly and with full knowledge of the teacher and shall be pursuant to the District's Annual Professional Performance Review/Professional Development Plan.**
- B. The teaching staff and the administrator shall develop specific evaluation procedures and schedules which shall annually be published in the appropriate handbook, and they shall also develop procedures for assisting teachers in maintaining performance.**
- C. Each tenured teacher shall undergo a formal evaluation at least once every four years. The evaluation shall be supervised by the administrator and shall be designed to identify the teacher's strengths, encouraging continuing professional growth, and provide such assistance as may be required to maintain or improve the teacher's performance.**
- D. At the beginning of the evaluative year, the administrator shall clarify and discuss with each teacher to be evaluated the immediate and long-term projections of classroom and professional growth. In addition to informal observations and other appropriate means, each evaluation shall include at least two formal observations, which shall conform to these guidelines:**
  - 1. Such observations shall be of at least one half hour duration or a complete lesson.**

2. Such observations to be followed by a conference between the teacher and the observing administrator during which the administrator's evaluation shall be discussed.
3. The teacher may attach comments to the written evaluation, if desired, and the evaluation with the attached comments, if any, shall be placed in the teacher's file. The teacher shall sign each copy, which shall indicate that the teacher has read it, although signing the copy does not necessarily indicate approval of all, or any, of the statements contained in the evaluation.
4. The evaluator and the teacher may substitute any mutually agreeable procedure/format in lieu of the procedure specified in D, D1, D2, and D3, e.g. cognitive coaching, video observation, portfolio assessment.

Should prior notification as to the time and anticipated duration of one of the administrator's formal observations be desired by the teacher, the teacher shall present a written request for such notification of the conference following the first formal observation.

Any teacher may request evaluations of his or her professional performance. The teacher is encouraged to do so periodically. Administrators are encouraged to make informal observations as well. Informal observations need not comply with guidelines 1 and 2 above, but if a written evaluation is prepared, then the procedure in guideline 3 must be followed.

- E. For P.P.S. teachers assigned to one building, the department supervisor and building principal shall each make at least one formal observation. These observations shall be merged into a single, joint evaluation unless the teacher and administrators agree to have one administrator do both observations.
- F. For P.P.S. teachers assigned to more than one building, the department supervisor and one of the building principals shall each make at least one formal observation. These observations shall be merged into a single, joint evaluation. The teacher will be notified in advance as to which building principal will be involved in this process. It is understood that this process will take place in the same year unless the teacher and administrators agree to have one administrator do both observations.
- G. For non-P.P.S. teachers assigned to more than one building, the building principals shall arrange for coordination of the formal observations. The observations of each principal shall be merged into a single, joint evaluation. It is understood that this process will take place in the same year.
- H. At the end of the evaluative year, the administrator shall submit a written evaluation to the teacher and discuss its contents. A copy of the written evaluation, signed by the administrator and the teacher, shall be submitted to the Superintendent of Schools and placed in the teacher's file. The teacher's signature shall mean only that the written has been read and discussed; the teacher retains the right to submit a written reply to be entered in the teacher's file.



- I. Following a satisfactory evaluation, an administrator may recommend that a teacher consider further academic course work. Tuition for such course work, upon approval of the Superintendent of Schools, shall be paid fully by the District but shall not be credited for purposes of salary increases.**
  
- J. In the event of a substandard or unsatisfactory rating of a teacher who has undergone evaluation, the administrator shall take the following steps:**
  - 1. Within 30 school days of the unsatisfactory rating, the administrator(s) and the teacher involved shall cooperatively design a program aimed at improving job performance. The teacher may request that a CCT representative be present at this conference. Specific deficiencies shall be identified and specific objectives and criteria shall be developed. When appropriate, volunteer assistance from the staff shall be made available to help the teacher develop strategies to improve instruction. Any formal training proposed by this program, upon approval of the Superintendent of Schools, shall be fully paid by the District but will not be available for salary advancement credit.**
  
  - 2. Periodic observations will be made by the administrator as appropriate to assess corrective behavior or progress in identified areas of difficulty. No later than eighty (80) school days from the establishment of the unsatisfactory evaluation, the administrator shall conduct a formal evaluation. In the event of an unsatisfactory rating, the administrator and the teacher shall review the remedial program and, if necessary, make adjustments. The teacher shall have the right to request that another administrator make a separate evaluation which shall become a part of the teacher's file at this point.**
  
  - 3. No less than 120 school days from the first unsatisfactory rating, if, in the opinion of the administrator, the teacher's performance remains unsatisfactory, the administrator may recommend to the Superintendent of Schools that appropriate action be taken and pursued in accordance with New York State Education Law.**
  
- K. Nothing in this Article is to be interpreted as constituting a waiver of the District's rights and responsibility to evaluate teachers or to take disciplinary action in the case of misconduct or failure to maintain job performance.**
  
- L. Nothing in this Article is to be interpreted as constituting a waiver of a teacher's right to a defense against charges of alleged misconduct or failure to maintain job performance as provided in New York State Education Law.**

## ARTICLE 18 – Salary Credit

**Advancement will be restricted to no more than two lanes in any two-year period.**

**A. Courses may be taken in the following areas:**

- 1. Professional preparation in education.**
- 2. Preparation in one's teaching field.**
- 3. Other related courses appropriate to increasing teacher effectiveness.**
- 4. Courses that enhance non-classroom services to the district taken at the request of the district.**
- 5. Up to three credits out of every thirty, may be approved in an area unrelated to a teacher's professional duties.**

**B. With the intent to maintain quality, all courses for credit must be sponsored by one of the following:**

- 1. An accredited college**
- 2. NYSUT**
- 3. BOCES**
- 4. District**
  - a. District generated in-service**
  - b. Authorized by the district to meet district needs**

**C. Credit**

- 1. College credit shall mean semester hours and generally shall be restricted to graduate credit.**

**Effective July 1, 2008, credit will not be granted for graduate level course work unless the granting institution would confer graduate course credit for on-line and video forms of instruction.**

- 2. Undergraduate credit will be approvable only under one of the following conditions:**
  - a. For elementary certified teachers who teach seventh and/or eighth grade classes in the content area of instruction, up to three credits out**

of every thirty credits, and such course must be related to the teaching assignment.

b. Special education certified teachers in the content area of instruction, up to three credits out of every thirty credits, and such course must be related to the teaching assignment.

3. In-service credits are subject to the following conditions:

a. Teachers on Schedule A must bank in-service course credits.

b. Teachers on Schedules B, C, and D may earn in-service credits up to a maximum of thirty. At no time may credited in-service courses exceed half of the completed graduate credits.

4. For district generated courses, in-service credit shall be defined in terms of cumulative hours. Fifteen hours shall equal one credit.

a. For district generated in-service courses approved by the Administrative Council, teachers may apply for pay in lieu of salary credit. Payment will be at the rate of \$327 2012/2013 for a fifteen hour, one credit course.

b. District teachers who teach a district generated in-service course approved by the Administrative Council, will be paid at the rate of \$1,581 2012/2013 for a fifteen hour, one credit course. This stipend includes preparation time. This stipend applies to courses taught both during the regular school year and during the summer.

5. Video course work shall be limited to no more than twelve credits in the aggregate, during the years of this agreement. Those with more credits upon the date of ratification shall not be subject to any reduction in credits already conferred.

6. Effective September 1, 1998, the Chappaqua Central School District will allow graduate credit for purposes of advancement on the salary schedule for administrative courses. The maximum allowed for such purposes will be 15 graduate credit hours. This is not subject to the grievance process.

#### **D. Procedure**

1. A record of completed course work will be kept in the teacher's file at both the Education Center and in the building. The Education Center file shall be the official file.

## **2. Course Approval**

- a. Teachers working towards a Master's Degree shall have their degree program automatically approved if the degree is in the general field of the teacher's primary responsibilities.**
- b. Staff members shall submit a Prior Approval Salary Credit Course form, along with a copy of the Course Record on which the proposed course work is entered in the appropriate column, to the Salary Credit building member.**
- c. The Salary Credit building member shall approve or disapprove, forward one copy of the Prior Approval Form to the building principal or district supervisor for approval or disapproval within three days of the request, and retain one copy as a record.**
- d. The building principal or district supervisor shall approve or disapprove and forward a signed copy of the request to the Assistant Superintendent for Human Resources within three days of receipt.**
- e. The Assistant Superintendent for Human Resources shall return a signed copy of the request, indicating receipt by Central Management, to the applicant within three days.**
- f. If, in the judgment of the Assistant Superintendent for Human Resources, a building level approval or disapproval may not be in conformity with the guidelines or district practices, or if he/she judges the quality of the course(s) sponsored by an accredited college, NYSUT, or BOCES to be sub-standard, he/she will call a meeting of the Appeal Board for the purpose of review within 5 days.**
- g. Should a teacher not take or complete a course for which prior approval has been granted, it is that teacher's responsibility to inform the Human Resource Office and to amend the Course Record Form.**
- h. Teachers who are certified after February 2, 2004 shall be required to maintain certification by taking the requisite professional development work at their own expense, except where opportunities are already compensable pursuant to provisions in the Agreement.**

## **E. Salary Credit Appeal Board**

### **1. Formation**

**The Salary Credit Appeal Board shall consist of an administrator and an alternate (\*) selected by the Administrative Council; and a teacher and an alternate (\*) selected by the CCT.**

**\*The alternate will serve on the Appeal Board under either of two conditions:**

- a. The regular member is absent.**
- b. The regular member is an interested party in the appeal.**

**2. Function**

- a. In the event that the course is disapproved, the applicant shall have the option of appealing his/her case in person. This appeal shall be made in writing to the Assistant Superintendent for Human Resources within five days of the receipt of the disapproval.**
- b. The Assistant Superintendent for Human Resources will schedule an appeal hearing within five days of the receipt of the request.**
- c. The Appeal Board will conduct a hearing with the Assistant Superintendent for Human Resources, the administrator, the Salary Credit Building Member, and the applicant, after which a decision will be rendered by the Appeal Board.**
- d. In the event of a tie vote, a resolution will be made by the Superintendent.**
- e. The decision of the Appeal Board or the resolution by the Superintendent shall be final. Neither is subject to grievance.**

**F. Salary Schedule**

**The salary program in the district provides for six (6) salary lanes. These are as follows:**

- 1. Schedule A -- BA**
- 2. Schedule B -- BA+ 30; BA+ 45**
- 3. Schedule C -- BA+ 60; BA+ 75**
- 4. Schedule D -- BA+ 90**

**G. Other Course Work**

**The contract provides several additional avenues for taking course work and attending seminars and workshops:**

- 1. Article 16 -- Evaluation - Non-Tenured Staff**
- 2. Article 17 -- Professional Accountability**

3. Article 19 – Educational Development Grants
4. Article 20 – Short-Term Grants

#### **ARTICLE 19 – Educational Development Grants**

**There will be a moratorium on Educational Development Grants for the duration of this agreement pending a review and possible revision of overall Staff Development/Professional Growth.**

#### **ARTICLE 20 – Short-term Grants**

**Independent of Educational Development Grants, short-term leaves or standard per diem payments may be awarded upon the recommendation of the building principal concerned and the Superintendent of Schools with the approval of the Board of Education. These grants may involve study, research, curriculum development, workshops, conferences, planning, visits, reports with recommendation for action, training other staff members, self-training, project development, State Department of Education or U.S.O.E programs and other activities that will bring educational improvement to the District. Teachers interested in such a grant should make application to their principal and to the Superintendent of Schools.**

#### **ARTICLE 21 – Visitations, Conferences, Trips, and Meetings**

- A. **Teachers shall be excused to visit schools and attend conferences, trips, or meetings without loss in salary or charges against sick leave, provided that the building principal and Superintendent of Schools approve such absence in advance. A teacher whose duties involve more than one school must receive approval from the affected supervisors.**
- B. **Conferences, trips, and meetings for which teachers are to receive reimbursement for necessary expenses shall be approved in advance by the building principal or certified supervising administrator. Written application for such approval shall be made on the appropriate forms. Request for reimbursement shall be filed with the building principal or certified supervising administrator on forms prescribed, together with supporting receipts and other pertinent data. Mileage reimbursement for transportation by personal automobile shall be made at a rate no less than the highest rate paid to any other employee or group of employees in the District.**

#### **ARTICLE 22 – Teacher Transfers, Returns and Assignments**

- A. **Involuntary transfers will be made only when necessary and in the best interest of the District. The parties recognize the right of the Board to reassign staff in the best interest of students and the educational program and also, at the same time, recognize the right of the teachers to equitable treatment. These assignments will be made in accordance with Educational Law, Rules and Regulations of the Commissioner of Education and this Agreement.**

- B.** In order to staff a new school or to realign grades, any qualified teacher may be transferred. In the event of a reduction, elimination or other contraction of teaching periods within a tenure area: (1) any teacher with fewer than 15 consecutive years of teaching in the District may be transferred; (2) any teacher with more than 15 consecutive years of teaching in the District may be involuntarily transferred only if he/she is the least senior teacher within the tenure area. Tenure areas in this Article shall be those as set forth in Sections 30.4 through 30.8 of the Rules of the Board of Regents, as amended August 1, 1975.
- C.** Tenured members of the Pupil Personnel Department are not covered by Paragraph B. The Superintendent or designee shall consult with the member of the Pupil Personnel Department being considered for a transfer prior to the date of notification of the transfer. If, at the time of this consultation, the teacher objects to the transfer, the teacher may request that the Superintendent or designee schedule a mutually agreed upon second meeting. At this second meeting the teacher has the right to be present and to be represented by the Congress. If the teacher or the teacher's representative fails to request to meet with the Superintendent or designee within one week after the first consultation, said transfer or reassignment will be effected without further regard to this Article.
- D.** Should it become necessary to transfer a teacher, the following steps will be taken:
- 1.** Principals and CCT representative(s) will meet with the staff in the tenure area involved to discuss the issues and solicit volunteers. A specified period of time to volunteer will be established.
  - 2.** If there is no acceptable volunteer, the district will select a staff member based upon the criteria of Article 22.B.
  - 3.** In reviewing matters referred to in Article 22.D.1 and Article 22.D.2, the Superintendent' s decision will be final.
- E.** A tenured teacher who has been involuntarily transferred to a different school may, if he or she desires, request to return to his or her original school from which transfer occurred. Such a request shall be made in writing on a form to be provided by the District. Such request must be made annually and filed with the District personnel office not later than February 1, of the preceding school year for which transfer is desired. Copies of the "Request for Return" form shall be kept on file at the teacher's old school, new school, Education Center, Congress office, and the teacher's personnel file. The right to return shall be governed by the following criteria:
- 1.** Any full-year vacancy caused by resignation, retirement, voluntary transfer, or death shall afford a right to return if the vacancy is in the original tenure area from which the teacher was transferred, provided, however, that such teacher is certified for the vacant position. Any right to return is limited to three years from the date of original transfer.

- 2. If two or more qualified transferred teachers wish to return to a single vacancy, the affected principals and the Superintendent or designee will meet to make the selection.**
- F. The District shall maintain and share with the CCT President an annual seniority and Preferred Eligible List for the District as a whole. This list shall be available for each school year by December 1 of such year. The Congress shall have 30 days to review and challenge the accuracy of such list.**
- G. "Consecutive years of service" is defined as the number of consecutive years of completed teaching service in the District. Approved leaves of absence do not constitute an interruption in service. Unpaid leaves of absence are not included in the computation of service years.**
- H. Notwithstanding the limitations of Paragraph B and the procedures of Paragraphs D and E of this Article, the District will have the right to transfer up to two teachers of fewer than 15 years of service in the District from each building each year. The principal will meet with the selected teacher to give the reason for the transfer. The teacher may request that the Superintendent or designee schedule a mutually agreed upon second meeting. At this second meeting the teacher has the right to be present and to be represented by the CCT.**



## SALARY AND FRINGE BENEFITS

### ARTICLE 23 – Salary

- A. Salary schedules: 2012-2013 – see Appendix I. The BA salary lane will be frozen at step six.**
- B. All full-time teachers will advance one step per year on the salary schedule. Step advancement for the 2012/2013 school year (if any) shall not occur until at least January 1, 2013 and after the 185<sup>th</sup> paid work day following the unit member' s last step advancement date. At that time each such unit member shall advance one step from his or her 2011/2012 school year salary schedule step placement. For those hired during the 2011/2012 school year, step advancement shall occur following the employee' s 257<sup>th</sup> paid work day.**
- 1. Full-time teachers who began service after July 1, 1995 and before June 30, 2001 on Step 1 or above will be granted a step jump after twelve years of full-time service in the Chappaqua Schools.**
  - 2. Full-time teachers hired on Step 1 or above who began service on or after July 1, 1995 and before June 30, 2001 will be eligible for a special stipend of \$2,000 at the end of ten years of full-time service in the Chappaqua Schools. The special \$2,000 stipend is a one-time, non-repeating, off the schedule payment.**
  - 3 Teachers who begin service in the Chappaqua Schools on or after July 1, 2001 will receive no step jumps.**
  - 4. Teachers who earn additional educational credits entitling them to move horizontally on the salary schedule shall be so advanced on September 1 following the successful completion of the courses taken. No salary credit shall be granted for travel.**
- C. A teacher with one or more earned master's degrees shall be granted the following stipend beyond the appropriate step on the BA scale:**
- 2012/2013 school year: \$1,202**
- The payment for an earned doctorate shall be \$1,188 in 2012/2013 in addition to the payment for an earned master's degree.**
- D. Guidance counselors shall receive a differential of 10% of contract salary for a 200-day schedule to be determined by the building principal after consultation with the counselors involved. Counselors who work beyond the 200-day schedule shall be paid at the rate of 1/200 of contract salary for each additional day worked.**
- E. Summer school salary schedule shall be increased by the across the board salary percentage increase.**

**F. Per diem shall equal 6½hours including a half hour for lunch. The per diem rate is:**

**2012/2013 \$297**

**The hourly rate shall be calculated by dividing the per diem rate by 6.**

**G. Teachers who are performing (outside their regular school year) in what is their primary assignment (ex: staff developers, CSE assignments) will be reimbursed at an hourly rate calculated as follows: 1/200 of contract salary divided by six hours. This excludes Summer School Teachers and any other stipended or hourly positions. Staff developers will receive the 1/200 payment in lieu of any additional stipends for teaching classes.**

**H. Paychecks will normally be available by noon of each payday.**

**I. Teachers shall receive their final checks by noon of the last day of school in June providing all their individual commitments have been met.**

**ARTICLE 24 – Extra Pay for Extra Duties**

**A. An Extra Duty shall be defined as an official, school-sanctioned activity which requires a teacher to work beyond the contractual school day in an area which is not an integral part of the teacher's regular instructional responsibilities. This Article does not include part-time administrative assignments.**

**B. Qualified and interested staff members shall be encouraged to apply for extra duty assignments. All extra duty positions for the coming school year shall be posted by the end of the previous school year and as vacancies occur. Every effort will be made to select the best staff member for each position. If no qualified teaching staff member is available, personnel may be sought outside staff personnel. The final decision will be made by the building principal, subject to approval of the Superintendent of Schools. The Congress must be notified in the event that an extra pay position has been abolished or is not being filled.**

**C. If for any reason a teacher cannot complete an extra duty assignment, he or she shall be paid a pro rata share for the portion of the assignment completed. The replacement who completes the assignment shall be paid proportionately. In no case shall the total amount exceed the amount allocated for the position.**

**D. From time to time application is made to the building principals for approval of new activities. The application, when received by the Superintendent, will be discussed with the Congress, and the appropriate rate of compensation will be determined.**

**E. Activities**

**1. Co-Curricular**

- a. Each activity shall be compensated by the number of time units assigned.**
- b. Unit Value: A rating of responsibility based on the duration, in weeks, of the activity and the staff responsibilities. All activities shall be rated according to one of three levels:**

**Maximum Responsibility - 1.2**

**Moderate Responsibility - 1.0**

**Limited Responsibility - 0.8**

- c. Pay shall be:**

**2012/2013 \$15.16 per time unit**

- d. The time units assigned to each school are as follows:**

<b>Bell</b>	<b>2,880</b>
<b>Grafflin</b>	<b>864</b>
<b>Greeley</b>	<b>9,844</b>
<b>Roaring Brook</b>	<b>816</b>
<b>Seven Bridges</b>	<b>2,880</b>
<b>Westorchar</b>	<b>784</b>

- e. Co-curricular activities will be reviewed by December 15 of each year as follows:**

- 1) Each building principal, the building representatives and the Faculty Advisory Council will review each activity to determine the accuracy and appropriateness of unit values and hours.**

**At Horace Greeley High School, a committee consisting of an Administrator, a CCT negotiator and a Faculty Advisory Council Member will conduct this review.**

- 2) The administrator may then recommend a revised list of time allocations which shall not exceed the time units presently allocated to that school. A review of revisions and recommendations will take place at an Administrative Council meeting.**
- 3) If it is felt that additional activities are necessary, recommendations should be made in writing to the Superintendent of Schools by January 15 of each year.**

- 4) The CCT will be provided with a copy of the revised co-curricular activities for the coming year by May 15. Co-curricular activities for the coming year shall be posted in each building.
2. The following terms and conditions shall be used in determining music teachers' compensations for extra duties:
    - a. An evening concert shall be defined as a school-sanctioned concert presented during the evening hours on a week night or at any time during the weekend to which parents and the public are invited.
    - b. All vocal and instrumental music teachers shall be expected to present one evening concert per year. Each additional concert approved by the building principal shall be compensated at the rate of \$163 for 2012/2013.
    - c. There shall be compensation at the rate of \$328 for 2012/2013 for each All-County Music Festival Coordinator. Three Coordinators shall be recommended by the district-wide music department annually, subject to approval by the Superintendent of Schools.
  3. The Director of Life School at Horace Greeley shall receive a stipend of \$7,363 for 2012/2013.
  4. Coaching Positions
    - a. Each coaching assignment shall be compensated as follows:

**RATINGS**

Coaches Rating	<u>2012/2013</u>		
	Step 1	Step 2	Step 3
30	3313	3692	4100
35	3866	4306	4790
40	4428	4922	5471
45	4975	5536	6156
50	5526	6156	6836
55	6080	6770	7523
60	6634	7384	8204
65	7207	7997	8887
70	7739	8618	9574
75	8298	9234	10260
80	8842	9847	10943
85	9397	10466	11627

<b>Horace Greeley High School</b>	
<b><u>Position</u></b>	<b><u>Rating</u></b>
<b><u>Baseball</u></b>	
<b>Varsity</b>	<b>65</b>
<b>Assistant</b>	<b>45</b>
<b>Junior Varsity</b>	<b>45</b>
<b>9th Grade</b>	<b>40</b>
<b><u>Basketball</u></b>	
<b>Boys</b>	
<b>Varsity</b>	<b>75</b>
<b>Junior Varsity</b>	<b>55</b>
<b>9th Grade</b>	<b>45</b>
<b>Girls</b>	
<b>Varsity</b>	<b>75</b>
<b>Junior Varsity</b>	<b>55</b>
<b>9th Grade</b>	<b>45</b>
<b><u>Bowling</u></b>	
<b>Varsity</b>	<b>40</b>
<b>Junior Varsity</b>	<b>35</b>
<b><u>Cheerleading</u></b>	
<b>Fall Varsity</b>	<b>40</b>
<b>Fall Junior Varsity</b>	<b>35</b>
<b>Winter Varsity</b>	<b>40</b>
<b>Winter Junior Varsity</b>	<b>35</b>
<b><u>Cross Country</u></b>	
<b>Boys</b>	<b>60</b>
<b>Girls</b>	<b>60</b>
<b><u>Field Hockey</u></b>	
<b>Varsity</b>	<b>65</b>
<b>Assistant</b>	<b>40</b>
<b>Junior Varsity</b>	<b>40</b>
<b>9th Grade</b>	<b>35</b>
<b><u>Football</u></b>	
<b>Varsity</b>	<b>85</b>
<b>Assistant</b>	<b>55</b>
<b>Assistant</b>	<b>55</b>
<b>Junior Varsity</b>	<b>55</b>
<b>Assistant</b>	<b>45</b>
<b>9<sup>th</sup> Grade</b>	<b>50</b>
<b>Assistant</b>	<b>45</b>

**Golf** 40

**Ice Hockey**

**Varsity** 75

**Assistant** 55

**Lacrosse**

**Boys**

**Varsity** 70

**Assistant** 50

**Junior Varsity** 50

**Boys 9th Grade** 40

**Girls**

**Varsity** 70

**Assistant** 50

**Junior Varsity** 50

**Girls 9th Grade** 40

**Skiing**

**Varsity** 40

**Assistant** 35

**Soccer**

**Boys**

**Varsity** 65

**Assistant** 45

**Junior Varsity (A)** 45

**Junior Varsity (B)** 45

**Girls**

**Varsity** 65

**Assistant** 45

**Junior Varsity (A)** 45

**Junior Varsity (B)** 45

**Softball**

**Varsity** 65

**Assistant** 45

**Junior Varsity** 45

**9th Grade** 40

**Swimming**

**Boys**

<b>Varsity</b>	<b>65</b>
<b>Assistant</b>	<b>40</b>
<b>Junior Varsity</b>	<b>40</b>

**Girls**

<b>Varsity</b>	<b>65</b>
<b>Assistant</b>	<b>40</b>
<b>Junior Varsity</b>	<b>40</b>

**Tennis**

**Boys**

<b>Varsity</b>	<b>50</b>
<b>Junior Varsity (A)</b>	<b>40</b>
<b>Junior Varsity (B)</b>	<b>40</b>

**Girls**

<b>Varsity</b>	<b>50</b>
<b>Junior Varsity (A)</b>	<b>40</b>
<b>Junior Varsity (B)</b>	<b>40</b>

**Track - Spring**

<b>Varsity</b>	<b>65</b>
<b>Assistant</b>	<b>50</b>
<b>Assistant</b>	<b>50</b>
<b>Assistant</b>	<b>50</b>

**Track - Winter (indoor)**

<b>Varsity</b>	<b>60</b>
<b>Assistant</b>	<b>45</b>

**Volleyball**

<b>Varsity</b>	<b>65</b>
<b>Junior Varsity</b>	<b>45</b>
<b>9th Grade</b>	<b>35</b>

**Wrestling**

<b>Varsity</b>	<b>70</b>
<b>Junior Varsity</b>	<b>50</b>

**Robert E. Bell Middle School & Seven Bridges Middle School:**

**Bowling 35**

**Cross Country**

**Cross Country (Bell) 40**

**Cross Country (SB) 40**

**Field Hockey**

**Field Hockey (Bell) 35**

**Assistant (Bell) 30**

**Field Hockey (SB) 35**

**Assistant (SB) 30**

**Football**

**Head Coach 8<sup>th</sup> Grade 50**

**Assistant 45**

**Head Coach 7<sup>th</sup> Grade 50**

**Assistant 45**

**Lacrosse**

**Boys Lacrosse (Bell) 40**

**Assistant (Bell) 35**

**Boys Lacrosse (SB) 40**

**Assistant (SB) 35**

**Girls Lacrosse (Bell) 40**

**Assistant (Bell) 35**

**Girls Lacrosse (SB) 40**

**Assistant (SB) 35**

**Track**

**Spring Track (Bell) 40**

**Spring Track (SB) 40**

**Winter Track (Bell) 40**

**Winter Track (SB) 40**

**Volleyball**

**Volleyball (Bell) 35**

**Assistant (Bell) 30**

**Volleyball (SB) 35**

**Assistant (SB) 30**

**Wrestling 40**

- b. In order to change any of the salaries listed above, or to add or delete a sport, the following procedure should be adhered to: the Director of**



**Athletics jointly with the Coaches' Representative shall make application for change to the building principal. Should the principal approve the change, the application will be forwarded to the Superintendent of Schools for final action. The CCT will be notified of any changes made.**

- c. Each head coach, who is at the top of the coaches ranking scale and is assigned additional supervision of a modified (seventh and eighth grade) team in his or her program, will receive their normal coaching pay plus the equivalent stipend of five additional units per modified team. The head coaches rating, however, will remain the same.**

**5. Intramurals**

- a. There will be building intramural coordinators who will be compensated at the rate of \$766 for 2012/2013 per building. These coordinators will report to the Director of Physical Education/Athletics.**
- b. Intramural supervisors will be paid at a rate of \$29 per hour for the 2012/2013 school year.**

- 6. Units of Chaperone or Activity pay shall be granted to teachers for participation in extra duties not specifically mentioned in Article 24. A Unit of Chaperone or Activity pay shall be \$71 for 2012/2013. Three Chaperone Units will be paid for chaperoning duties which involve overnight responsibility. All requests for approval of trips must be submitted to the building principal on the appropriate form.**

- 7. Stipend for Webmaster will be \$2,635 for 2012/2013.**

**8. S.A.T. Coordinator and Proctor**

- a. S.A.T. Coordinator and S.A.T. Coordinator for Students with Testing Related Disabilities:**

- 1. Each position shall be compensated at the rate of \$659 for 2012/2013 per diem or 1/200th of annual salary per diem, whichever is greater for exam days, reduced by any honorariums received from the testing service for coordination and, if applicable, proctoring. The stipend will also be in lieu of any proctoring stipend where both functions are being performed on the same day. In addition, the coordinators shall be paid \$563 for preparatory and follow-up activities related to each exam day. It is expressly understood that the district**

retains the right to appoint an administrative designee(s) to perform the coordinators' function.

**b. Proctoring S.A.T. Exams, including for Students with Testing Related Disabilities:**

- 1. Each proctor shall receive \$37 per hour of service or \$131 for 2012/2013, whichever is greater, reduced by the honorarium, if any, received from the testing service. When a coordinator also serves as a proctor, the honorarium shall be payable to the school district.**

**9. Athletic Coordinator (Part Time Position)**

The Athletic Coordinator (part time) shall receive an annual stipend of \$12,759 for 2012/2013 school year, or one third of this amount per season (fall, winter, spring).

**ARTICLE 25 – Insurance**

- A. Effective July 1, 2012, the District shall pay 89% of the premiums for employees and dependents in the Northern Westchester-Putnam Schools Consortium or other insurance carriers providing identical or better medical benefits if the District elects to designate another carrier. All participating teachers shall pay the remaining 11% of premiums. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement.**

The Chappaqua Central School District agrees to offer one or more comprehensive prepaid health plan(s) or health maintenance organization(s) (HMO) to its eligible employees. The employee will be solely responsible for any premium cost during the plan year which exceeds the premium cost for the Putnam/Northern Westchester Health Insurance Consortium. The cost to the school district will not exceed the district's cost for the Putnam/Northern Westchester Consortium, and the employee shall continue to be responsible for the percentage contribution to premium as set forth in the applicable collective bargaining agreement.

- B. Teachers married to another District teacher or administrator shall be entitled to either two single plans or one family plan. Whenever the District's health and Chappaqua Benefit Funds' s dental and vision plans provide for coordination of benefits, such employees shall be provided with the same (i.e.: coordination of benefits is defined as providing the spouse with the same reimbursement as would be provided by a second family plan.) Likewise whenever the District's health and dental insurance plans provide for maintenance of benefits, such employees shall be provided with the same (i.e.: maintenance of benefits is defined as when the spouse's plan provides a lesser reimbursement than would be provided by a second**

**district family plan, in which event the District will supplement the reimbursement up to the level of the District' s plan.)**

- C. In the event that there are five or more unit members who elect not to receive health insurance, effective July 1, 2008, the buy-out amount shall be set at \$2,750 for family buy-outs and individual buy-outs only for those receiving the buy-out during the 2007/2008 school year, as well as for those who have been paying health premium contributions during the 2007/2008 school year and would become entitled under the language of the 2007/2008 contractual agreement effective with the 2008/2009 school year. These amounts are per year and will be prorated if for less than a full year. No others shall become eligible for the buy-out.**

**A unit member who has elected the buy-out shall be allowed to re-enter the health insurance plan during the buy-out year as a result of a qualifying event.**

**The monies will be paid in equal biweekly paychecks over the one year buy-out period commencing January 1<sup>st</sup> and ending on December 31<sup>st</sup>. The buy-out payments will be paid as additional salary or into the employee' s section 403(b) Internal Revenue Code tax sheltered annuity as an elective employee payment, where it may accumulate without a tax consequence until the time of withdrawal.**

**The window period of opportunity for exercising the buy-out option is the same as for changing health insurance enrollment (November 8-12 during 2004 and a four day window period each following year).**

**To be eligible for this benefit, you must be otherwise health insured and able to produce evidence of the same when you submit your application for the buy-out.**

#### **ARTICLE 26 – CCT Benefit Fund**

- A. The Trust formerly known as the Joint Benefit Fund in previous contracts shall be converted to a unitary CCT Trust providing participation rights for District administrators and non-represented personnel. All Fund Trustees must be eligible to receive the benefits provided by the Fund.**
- B. For the 2012-13 school year, the District shall contribute to the Fund an annual rate of \$1,490 per member payable on a semi-annual basis with \$745 per teacher payable on July 1, 2012, and \$745 per teacher payable on February 1, 2013.**

#### **ARTICLE 27 – Tax-Sheltered Annuities and Credit Union**

- A. The District agrees to enter into a written agreement with any teacher during the months of September and January to reduce the annual salary for the purpose of purchasing a tax-sheltered annuity for the teacher. The District reserves the right to limit the number of additional companies to be selected by employees.**

- B. The District and the Congress assume no fiduciary responsibility for such tax-sheltered annuities, and they shall not be held liable for the performance or management of such funds. District expense and involvement shall be limited to clerical expense required for making payroll deductions and subsequent remittance to the appropriate insurance company.**
  
- C. A teacher may direct the District to forward monies withheld through payroll deduction to the Hudson River Teachers Federal Credit Union or an alternative mutually agreed upon by the Congress and the District. Notice to initiate, change or cancel this action must be made in writing by the teacher during the months of September and/or January.**
  
- D. Upon retirement, payment for accumulated sick days will be paid in the form of an employer non-elective direct contribution into a Section 403(b) Tax Sheltered Annuity.**

## LEAVES OF ABSENCE

### ARTICLE 28 – Sick Leave

- A. Any teacher, absent on account of personal illness or any quarantine regulation of the Board of Health, shall be entitled to full salary for up to and including (15) days during a school year which may be accumulated to a maximum of 200 days, except as hereinafter provided. Up to (5) days of personal sick leave shall be transferable for use on an annual, non-cumulative basis for a family illness or adoption. Should the sick leave be covered under the provisions of pension or compensation law, only the difference between the employees' salary and that compensation paid by the other agency shall be paid by the District.
- B. Any teacher whose current sick day accumulation is equal to or exceeds 200 days may accumulate up to a maximum of fifteen (15) additional days each year of this agreement with an upper limit for forty-five (45) additional days.
- C. Regularly approved leaves, including leaves of absence, educational leaves and parental leaves, shall be construed to provide retention of accumulated sick days for use upon return to full-time service in the District. Said days may not be accumulated during the period of such approved leaves.
- D. A sick leave bank shall be created upon the contribution of sick leave days by the Congress and the District. All teachers must submit to the District a waiver of two (2) sick days and shall be eligible for participation in the sick leave bank. The District shall contribute one day for each two days of teacher contribution up to 225 days from available teacher accumulated sick leave in excess of 200 days. The bank shall be administered by a committee of two (2) administrators appointed by the District and two (2) teacher representatives appointed by the Congress who shall act upon withdrawals. Withdrawals from the sick leave bank shall be limited to teachers who are involved in extended or disabling illnesses which are not covered under workmen's compensation insurance or accidents and who have exhausted their sick leave time. The maximum withdrawal by any one teacher from the bank shall be 300 days.

The bank shall be renewable once the reserve falls below 50% of maximum contribution. The renewal shall be subject to the ratio as forth above. The bank may be renewed a maximum of once annually.

The bank shall be available to administrators under the conditions set forth above.

The parties shall refer proposed language changes to the sick leave bank to the Labor Management Committee for its review and recommendations to the parties' negotiating teams.

- E. Upon retirement, teachers will be paid \$37.50 per day for unused sick leave up to a maximum of 245 days.**
- F. In all matters involving the health of a teacher, and related absences, the District may require a physical examination or a doctor's verifying statement.**

**ARTICLE 29 – Other Leaves**

- A. A teacher shall be granted up to three personal leave days with pay during each school year in order that he or she may meet serious personal obligations which can only be accomplished on a work day, such as: Family obligations, non-family funerals, legal matters, personal business, etc. Except in unusual or extenuating circumstances, notification for such leave shall be given at least three days in advance to the building principal on the personal leave notification form. A teacher need not specify reasons for taking such leave unless it immediately precedes or follows a holiday or vacation period or falls on a Superintendent's Conference Day, in which case the leave would first need to be approved by the building principal. In the case of an emergency, the provision for three days' notice may be waived at the discretion of the building principal. Such leave, if not used, shall be cumulative as sick leave, but in no event shall it be in addition to the sick leave cumulative ceiling.**
- B. Any teacher, absent on account of illness or death in the immediate family, shall be entitled to full salary for five (5) days during a school year. These days are separate and distinct from the 15-day personal illness and are not to be included in accumulated days.**
- C. Up to two days' leave with pay may be allowed for observance of religious holidays. At least two days' notice shall be required.**
- D. A teacher shall be granted leave for jury duty on full pay. The District shall be reimbursed by the teacher for per diem compensation paid for jury duty. In the event such reimbursement is not received by the District before the end of the school year, such money shall be deducted from the teacher's final checks. A teacher shall notify the district at least two (2) days in advance of such jury duty.**
- E. Child Care Leave**
  - 1. A child care leave shall be granted without pay to regular, full-time teachers who are about to become, or have just become, a parent. In the event that both husband and wife are employed by the district, only one of them may be on child care leave at any given time.**
  - 2. Application for such leave shall be made in writing to the building principal. A teacher starting in September will normally be expected to teach at least through the first semester (February). In this case the leave shall endure for**

the balance of the school year in which it began and may continue the following two school years.

3. Should a teacher be granted a child care leave commencing before the end of the first semester, such teacher may only apply for one additional year of child care leave.
  4. Each year a teacher on leave shall notify the building principal in writing no later than March 15 of his, or her, intention to return, or not to return, the following September. Failure to give appropriate notice by March 15 will cause the teacher to forfeit employment.
  5. A teacher must return to the District for at least one academic year prior to application for a subsequent child care leave.
- F. Special leaves may be granted, with or without pay, by the Board of Education upon the recommendation of the building principal and the Superintendent of Schools.
- G. Conditions affecting leaves under E and F above.
1. Teachers granted leaves that do not coincide with the school year must, upon their return, complete the number of unpaid leave days before moving onto the next salary step.
  2. Teachers granted leaves will be credited for the purposes of seniority with the number of months served prior to the inception of the leave.
  3. Additionally, teachers returning from leave are not guaranteed the specific position or building assignment they left.
- H. Emergency Leave Bank
- An emergency leave bank shall be created with 30 days contributed by the District per year. Withdrawals from the emergency leave bank shall be limited to teachers who have exhausted family and personal leave, are not eligible for sick leave, and who have a catastrophic circumstance that is recognized by the Superintendent of Schools. The award of emergency leave day(s) shall be at the sole discretion of the Superintendent of Schools and will be limited to a maximum of 5 days per individual.
- I. The status of all ‘banks’ shall be reported to the District and the CCT on a yearly basis.

## STAFF COMMUNICATIONS

### ARTICLE 30 – Faculty Advisory Council

There shall be a Faculty Advisory Council in each building. The Unit II members of the Council shall be elected by members of Unit II. A Congress Building Representative may be present at each Council meeting.

Other Articles in the Contract which refer to the Faculty Advisory Council can be found in the following sections:

ARTICLE 10: School Year

ARTICLE 11: Teaching Day, Load, Assignments  
A.1. and A.3; B.; K.

ARTICLE 12: Class Size  
D. and E.

ARTICLE 14: Vacancies and Promotions  
E.

ARTICLE 24: Extra Pay for Extra Duties  
E.

### ARTICLE 31 – Employee Assistance Program

The parties to this Agreement jointly recognize the need to provide appropriate assistance to teachers whose health problems are affecting job performance. Therefore, both parties agree to the establishment of a confidential referral and counseling program to assist teachers and members of their immediate families in securing effective treatment and rehabilitation for psychological or physical illness, including alcoholism. Such assistance shall be rendered with due attention to the teacher's dignity and right of privacy. Self-referral or evaluation of job performance shall be the sole basis for referral to the program.

The provisions of the Employee Assistance Program shall be made a part of the policies of the Board of Education, in consultation with the Executive Committee of the Congress, and shall be annually renewed with the consent of both parties.

Payment of a teacher E.A.P. Coordinator shall be \$1,595 for 2012/2013.



### ARTICLE 32 – Academic Freedom

The Board and the CCT affirm that academic freedom has been and shall continue to be guaranteed to all teachers in the District.

Any issues arising with regard to academic freedom will ultimately be decided at the level of the Superintendent and shall not be subject to the grievance/arbitration procedure.

### ARTICLE 33 – Retirement Stipend

Full-time teachers who are planning to retire at the end of a school year who submit in writing to the Superintendent of Schools a letter of resignation for retirement purposes on or before January 31 of the school year in which they will retire, shall receive a stipend of \$1,500.00 following their retirement. Retirement is defined as being eligible for retirement under the New York State Teacher' s Retirement System and receiving a pension.

### ARTICLE 34 – Mentors

- A. Selected teachers may be invited to be mentors. Mentors will be appointed by the district and paid a stipend of \$1,412 for the 2012/2013 school year. The role and responsibilities and training of mentors will be outlined in a memo to be developed by the district prior to extending invitations to teachers to volunteer for this responsibility. Secondary department chairs will not be eligible for a stipend for mentoring.
- B. With the approval of the Assistant Superintendent, mentors will be paid at the per diem rate for any training necessary for them to assume this role.
- C. Mentors will be paid one stipend regardless of the number of mentees. However, the limit on number of mentees will be two. Mentors will be selected by the Building Principal in consultation with the Building Representatives. Not every new teacher is required to have a mentor. When responsibilities are shared by mentors, the stipend will be shared also.

### ARTICLE 35 – Labor Management Committee

The committee will have quarterly meetings with agenda items communicated at least ten days in advance of the meeting. Three members will be appointed by the administration and three members will be appointed by the CCT. This article will sunset on the last day of this agreement.

## **ARTICLE 36 – Individual Contracts/Agreements**

**No individual contract/agreement shall be made between the district and individual or group of individual employees related to terms and conditions of employment and/or compensation outside of the scope of this agreement.**

## **ARTICLE 37 – Non-Resident Faculty Children**

**The Board will permit full-time, tenured teachers who reside outside of the district to enroll their children in the Chappaqua Central School District under the following conditions:**

- 1. The child/children meet all enrollment eligibility requirements except for residency.**
- 2. Consistent with this agreement, non-resident faculty children will be subject to the rights, benefits, obligations, and responsibilities of resident children. However, the district reserves the right to discontinue the educational program for a non-resident faculty child under appropriate circumstances.**
- 3. There must be adequate space and facilities available, and the cost of education of such children shall not increase cost to the school district.**
- 4. The placement of non-resident faculty children shall not cause the district to exceed class size guidelines.**
- 5. The teacher shall provide for and assume the cost of daily transportation.**
- 6. The district shall not be responsible for providing special education services to non-resident faculty children. All referrals of non-resident faculty children shall be to the Committee on Special Education in district of residence. The responsibility for such services and all related costs shall be with the district of residence.**
- 7. The teacher shall pay, to the district, a materials fee which shall be equal to the current year' s per pupil allocation appropriate to the child' s grade level.**
- 8. The admission of a child into the school district shall be for the current year only. In the event that the district determines that adequate space and facilities are not available or the education of such child shall increase the costs to the school district, the district may require either a change in school within the district or removal of the child from the district.**
- 9. The terms and conditions of enrollment of non-resident faculty children shall be provided to the teacher each year on a form which the teacher shall be required to sign.**

- 10. Teachers hired prior to 1976 shall continue to be able to enroll their non-resident children under the same terms and conditions which existed prior to this agreement.**
- 11. This agreement shall not be subject to grievance or to arbitration under the contract.**

**RATIFICATION**

**The Chappaqua Central School District and the Chappaqua Congress of Teachers have ratified this agreement, and the ratification is attested by the signatures appearing below.**

**CHAPPAQUA CENTRAL SCHOOL DISTRICT**

**By  
Mr. John A. Chambers  
Superintendent of Schools**

**By  
David Shaw, Esq.**

**Dated:**

**CHAPPAQUA CONGRESS OF TEACHERS**

**By  
Ellen Pincus  
President**

**Dated:**

**By  
Raymond Lucia  
Vice President**

**Dated:**

**APPENDIX I**

**TEACHER'S SALARY SCHEDULE 2012-2013 SCHOOL YEAR  
(2% INCREASE)**

STEP	SCHEDULE A	SCHEDULE B		SCHEDULE C		SCHEDULE D	STEP
	BA	BA+30	BA+45	BA+60	BA+75	BA+90	
1	62,837	66,396	69,960	73,509	77,069	80,626	1
2	65,792	69,460	73,123	76,784	80,447	84,074	2
3	68,748	72,519	76,285	80,055	83,831	87,525	3
4	71,698	75,575	79,455	83,330	87,202	90,968	4
5	74,647	78,633	82,621	86,600	90,580	94,428	5
6	77,601	81,689	85,778	89,871	93,962	97,878	6
7		84,753	88,951	93,145	97,342	101,332	7
8		87,809	92,111	96,421	100,725	104,781	8
9		90,870	95,279	99,687	104,096	108,224	9
10		93,927	98,448	102,962	107,480	111,675	10
11		97,431	101,607	106,235	110,862	115,127	11
12		100,048	104,781	109,509	114,233	118,575	12
13		103,102	107,942	112,776	117,607	122,021	13
14		106,163	111,107	116,049	120,994	125,475	14
15		109,225	114,275	119,320	124,372	128,930	15
16		112,286	117,440	122,598	127,751	132,378	16
22		115,338	120,607	125,865	131,125	135,828	22
27		118,401	123,773	129,138	134,508	139,277	27

Masters = \$1202  
Doctorate = \$1188