

Addendum Agreement By and Between
The Chappaqua Central School District and
The Chappaqua Congress of Teachers
Covering Employees with the Titles of
“Registered Nurse, Occupational Therapist, Athletic Trainer, Licensed
Practical Nurse, and Physical Therapist”
2008 – 2012 Contract

Chappaqua Congress of Teachers

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ARTICLE 1 – Duration

- A. This agreement shall remain in full force and effect for the period beginning July 1, 2008 and ending June 30, 2012, and may not be changed, altered or modified during such period without the mutual consent, in writing, of the parties hereto.

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 nurses' 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, registered nurses, occupational therapists, athletic trainer, licensed practical nurse, and physical therapist 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 except that the term "teacher" shall not include members of the unit with the titles "Registered Nurse, Occupational Therapist, Athletic Trainer, Licensed Practical Nurse, and Physical Therapist."
- 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 member of the bargaining unit to be a member of the Congress as a condition of employment in this District.

ARTICLE 3 – Salary

**A. REGISTERED NURSES’ SALARY SCHEDULE 2008-2012 SCHOOL YEAR
(3.5% INCREASE)**

	2008-09	2009-10	2010-11	2011-12	
STEP	3.5 %	3.5 %	3.5 %	3.5 %	STEP
1	47,610	49,276	51,001	52,786	1
2	49,732	51,473	53,275	55,140	2
3	51,854	53,669	55,547	57,491	3
4	53,975	55,864	57,819	59,843	4
5 (BA1)	56,106	58,070	60,102	62,206	5 (BA1)
6 (BA2)	58,745	60,801	62,929	65,132	6 (BA2)
7 (BA3)	61,384	63,532	65,756	68,057	7 (BA3)
8 (BA4)	64,018	66,259	68,578	70,978	8 (BA4)
9 (BA5)	66,651	68,984	71,398	73,897	9 (BA5)
10 (BA6)	69,288	71,713	74,223	76,821	10 (BA6)

Longevity:

Two years after placement on step 10, a longevity of \$ 700 added to base salary

Five years after placement on step 10, a longevity of \$ 800 added to base salary

(Cumulative longevity total of \$ 1,500)

- 1. Commencing with the 2008/2009 school year, unit members eligible to advance a step shall do so after completing a year of service consistent with Article 23, B of the Chappaqua Congress of Teachers Contract.**
- 2. Masters Stipend**

For the 2008-2009 school year, Registered Nurses shall be eligible to receive \$1072 annually for a Masters degree.

For the 2009-2010 school year, Registered Nurses shall be eligible to receive \$1110 annually for a Masters degree.

For the 2010-2011 school year, Registered Nurses shall be eligible to receive \$1,149 annually for a Masters degree.

For the 2011-2012 school year, Registered Nurses shall be eligible to receive \$1,189 annually for a Masters degree.

The Masters stipend is in addition to the base salary.

In order to receive the masters stipend, prior approval of the masters program by the Superintendent or designee must be granted and must relate to the job function. Employees initially receiving the stipend shall complete all course work by September 1 and provide all necessary documentation by November 1 of the initial year of application to receive credit for that school year.

3. A Registered Nurse shall be designated as a chairperson and paid \$1,768 for the 2008-2009 school year.

A Registered Nurse shall be designated as a chairperson and paid \$1,830 for the 2009-2010 school year.

A Registered Nurse shall be designated as a chairperson and paid \$1,894 for the 2010-2011 school year.

A Registered Nurse shall be designated as a chairperson and paid \$1,960 for the 2011-2012 school year.

B. Per diem shall equal 6 ½ hours including a half hour for lunch for Registered Nurses. The per diem rate is:

2008-2009	\$265
2009-2010	\$274
2010-2011	\$284
2011-2012	\$294

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

C. Effective 7/1/08, Occupational Therapists will be paid on the teachers' salary schedules, but not to exceed the BA+30 schedule (with Master's Degree); provided that they shall not be reimbursed for credits other than on the column indicated. Initial placement would be based upon the next highest salary that would be a step placement more than 3.5% greater than current salary.

- D. Salary increases for Athletic Trainer, Licensed Practical Nurse and Physical Therapist will be 3.5% each year of this agreement.**

ARTICLE 4 – Work Day, Work Year

- A. Registered Nurses, Occupational Therapists, Physical Therapist and Licensed Practical Nurse shall work the same calendar as teachers.**
- B. The normal work day for Registered Nurses, Occupational Therapists, Physical Therapist and Licensed Practical Nurse will be 7 hours per day including a 30 minute duty-free lunch. Registered Nurses, Occupational Therapists, Physical Therapist and Licensed Practical Nurse shall be available for up to 2 hours per week after the normal work day.**
- C. Each Registered Nurse may be assigned up to five additional work days at the rate of 1/200 annual compensation for work performed during two weeks preceding the student instructional year. Assignment to be determined in consultation with building principal.**
- D. The Athletic Trainer will work an 11 month year, a 40 hour work week beginning at 1:00 p.m. Monday through Friday until the conclusion of all practices and games, and weekends as necessary.**

ARTICLE 5 – Sick Leave

All full-time and part-time Registered Nurses, Occupational Therapists, Athletic Trainer, Licensed Practical Nurse, and Physical Therapist qualifying for benefits, shall be entitled to, up to and including fifteen (15) days during a school year except as hereinafter provided. Should the sick leave be covered under the provisions of pension or compensation law, only the differences between the employee’s salary and that compensation paid by the other agency shall be paid by the district.

At its discretion, the district may impose conditions on approval of sick leave, including, but no limited to, medical examination or immunization of an employee by a doctor designated by the district. Such examination or immunization shall be at the district’s expense. At the sole discretion of the district, an employee may be ordered to take sick leave. The decision as to whether any employee shall continue his/her assigned duties after undergoing a medical examination shall be solely within the determination of the district. The district reserves the right to grant extraordinary sick leaves with pay under exceptional circumstances.

All unused sick days are cumulative without limit, but the rate of accumulation shall not exceed fifteen (15) days per school year.

Upon retirement, a ten month, salaried Registered Nurse, Occupational Therapist and Athletic Trainer qualifying for benefits shall be allowed to convert to cash unused sick leave at the rate of \$32.00 per day, to a maximum of 245 days.

Each employee shall receive an annual statement indicating the amount of accumulated sick leave.

The District shall implement the provisions of Section 41j or the Retirement and Social Security Law for the benefit of all members in Unit II who are covered under the New York State Employees Retirement System.

ARTICLE 6 – Sick Leave Bank

For the duration of this agreement, Registered Nurses shall be eligible for the sick leave bank as stipulated in Article 28, section D, of the Chappaqua Congress of Teachers contract.

ARTICLE 7 – Evaluation Procedures

The parties agree to the use of an evaluation instrument for the term of this agreement.

If an employee receives a less than satisfactory overall evaluation, the employee shall be placed on a special observation cycle to allow for the remediation of the less than satisfactory evaluation.

There shall be established by a labor management committee an appropriate appeals procedure to the Superintendent of Schools or his designee concerning the substance of the evaluation. The determination of the Superintendent shall not be subject to grievance. The process of the evaluation shall be subject to the grievance procedure.

ARTICLE 8 – Retirement Stipend

Full-time nurses, occupational therapists and occupational therapist assistants 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 Employee's Retirement System and receiving a pension.

ARTICLE 9 – Provisions of Teacher Contract

The following provisions in the Teacher Contract will apply to Registered Nurses, Occupational Therapists and Occupational Therapist Assistants:

Article 3	-	Rights of the Congress
Article 4	-	Dues Deduction
Article 5	-	Negotiation Procedures
Article 6	-	Grievance Procedures
Article 7	-	Legislative Authority
Article 8	-	Savings Clause
Article 9	-	Teacher Recruitment, Selection and Orientation
Article 10	-	School Year
Article 13	-	Teacher Files
Article 14	-	Vacancies and Promotions
Article 20	-	Short-term Grants
Article 21	-	Visitations, Conferences, Trips and Meetings
Article 22	-	Teacher Transfers, Returns and Assignments
A,D,F		
Article 25	-	Insurance
Article 26	-	Joint Benefit Fund
Article 27	-	Tax-Sheltered Annuities and Credit Union
Article 29	-	Other Leaves
Article 30	-	Faculty Advisory Council
Article 31	-	Employee Assistance Program
Article 32	-	Academic Freedom

These articles follow with the same numbers as they appear in the original Teachers' Contract.

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:

- A. Howard Edelman
- B. Bonnie Siber-Weinstock
- C. Carol Wittenberg
- D. Richard Adelman
- E. 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.**
 - 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.**
 - 3. Effective only during the 2009/2010 and 2010/2011 school years, the twelve (12) hours shall be planned with six (6) such hours to be determined for pedagogical use by the CCT and the other six (6) hours shall be determined for pedagogical use by the District.****

Thereafter, the provisions in the pre-existing agreement 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 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 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.**

- 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.**

- 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.**

ARTICLE 25 – Insurance

- A. Effective July 1, 2008, the District shall pay 93.5% 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 6.5% of premiums. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement.**

Effective July 1, 2009, the District shall pay 92.25% 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 7.75% of premiums. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement.

Effective July 1, 2010, the District shall pay 91% 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 9% of premiums. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement.

Effective January 1, 2012, the District shall pay 90% 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 10% 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 1st and ending on December 31st. 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 – Joint 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 2008-09 school year, the District shall contribute to the Fund an annual rate of \$1,385 per member payable on a semi-annual basis with \$692.50 per teacher payable on July 1, 2008, and \$692.50 per teacher payable on February 1, 2009.
- C. For the 2009-10 school year, the District shall contribute to the Fund an annual rate of \$1,420 per member payable on a semi-annual basis with \$710 per teacher payable on July 1, 2009, and \$710 per teacher payable on February 1, 2010.
- D. For the 2010-11 school year, the District shall contribute to the Fund an annual rate of \$1,455 per member payable on a semi-annual basis with \$727.50 per teacher payable on July 1, 2010, and \$727.50 per teacher payable on February 1, 2011.
- E. For the 2011-12 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, 2011, and \$745 per teacher payable on February 1, 2012.

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.

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 \$1,424 for 2008/2009, \$1,474 for 2009/2010, \$1,526 for 2010/2011 and \$1,579 for 2011/2012.

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.

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

**Dr. David A. Fleishman
Superintendent of Schools**

By

David Shaw, Esq.

Dated:

CHAPPAQUA CONGRESS OF TEACHERS

By

**Deborah Crosby
President**

By

**Ellen Pincus
Vice President**

Dated: