AGREEMENT BY AND BETWEEN THE CHAPPAQUA CENTRAL SCHOOL DISTRICT AND THE CHAPPAQUA CONGRESS OF TEACHERS COVERING EMPLOYEES WITH THE TITLE OF TEACHING ASSISTANT

2024-2029

CONTRACT

Chappaqua Congress of Teachers

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ARTICLE 1 (T. Asst.) - Duration

A. This agreement shall remain in full force and effect for the period beginning July 1, 2024 and ending June 30, 2029, and may not be changed, altered or modified during such period without the mutual consent, in writing, of the parties hereto.

ARTICLE 2 (T. Asst.)-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 teaching assistants' unit pursuant to the New York State "Public Employees' 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, occupational therapists, occupational therapist assistants, 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 title "Teaching Assistant".

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.

ARTICLE 3 (T. Asst.)- Salary

A. Removed

B. Removed

C. Removed

D. Removed

E. Teaching assistants will be compensated at an hourly rate calculated as follows: 1/200 of contract salary divided by six hours upon satisfactory completion of any Chappaqua

in-service course applicable to their work if there are openings after registration closes for faculty.

F. Removed

G. Tenure Differential:

Any teaching assistant who receives tenure during a school year shall receive a stipend of $650 effective July 1st of the immediately following school year.

H. Level 3 Stipend:

Effective July 1, 2024, a full-time unit member who is Level 3 certified will receive an annual $750 stipend that will be part of the regular salary paid in equal installments. The stipend will be prorated for those who achieve Level 3 certification after the start of the 1st pay period in a school year.

The unit member must submit the appropriate documentation (certification verification and reimbursement request) to the HR office on or before August 31st of the prior calendar year they are first seeking the stipend for.

I. 24/25 salary scale will be created with the following criteria:

- The scale will have 20 Steps
- Step 1, 2024-25 will be $25,065

Teaching Assistants will be placed on the NEW 24/25 salary scale at the next step above the lowest step that is greater than their current salary. In addition, all employees who have worked for the full 23-24 school year will receive a recurring off-step stipend that is equal to $2000 minus the difference of their 24/25 salary scale step and their 23/24 salary. [*Example: An Individual has a 23-24 Salary of $32,964. Based on this salary the individual will be placed on STEP 6 ($33,815). The difference is $851 ($33,815-$32,964 = $851). $2000-$851 = $1,149. This individual will receive a recurring off schedule stipend of $1,149. Total Salary for 24-25: STEP 6: $33,816 + Stipend: $1,149 = $34,965.]*

The current 2023-2024 salary for placement on the 2024-2025 scale includes base salary, longevity, and tenure differential. No additional payments will be included when placing employees on the 2024-2025 salary scale.

Any employee who reaches their 13th Year will receive a recurring stipend of $900. This clause will sunset effective close of business on June 30, 2029.

J. The salary schedules and wage rates for each of the following years shall be established by increasing the previous year's salary schedules and wage rates by the following percentages:

Effective July 1, 2025, the 2025-26 salary schedule shall be increased by 1% to each cell.

Effective July 1, 2026, the 2026-27 salary schedule shall be increased by 1% to each cell.

Effective July 1, 2027, the 2027-28 salary schedule shall be increased by 1% to each cell.

Effective July 1, 2028, the 2028-29 salary schedule shall be increased by 1% to each cell.

Salary Schedules 2024-25, 2025-26, 2026-27, 2027-28, 2028-29 - Appendix A.

K. Unit members who are beyond step eligibility shall receive a cumulative increase of $1750 for the years 2024-25 through 2028-29.

L. Teaching assistant with one or more earned master's degrees shall be granted the following non-cumulative stipend beyond the appropriate step on the salary scale:

2024-2025 school year: $900

2025-2026 school year: $900

2026-2027 school year: $900

2027-2028 school year: $900

2028-2029 school year: $900

ARTICLE 4 (T. Asst.)- Work Year and Work Day

A. The teaching assistant work year shall be the same as the teachers' calendar with teaching assistants being required to work all days that teachers are required to work.

B. Full-time teaching assistant's workday shall be the same as the teacher's workday which is seven (7) hours at the building to which he or she is assigned.

C. The teaching assistants will attend Opening Day Orientation and will attend and participate when requested in all events which are part of the teacher calendar including but not limited to:

Saff Development Days
Faculty Meetings

Absent exigent circumstances, teacher assistants shall be given at least 48-hour advanced notice when they are expected to attend faculty meetings.

The extent and degree of teaching assistant involvement in staff development activities, including additional training, will be decided by the District with input from the teaching assistants.

D. All full-time Middle and High School unit members will have a duty-free 30 min. lunch scheduled during the open operation of the cafeteria. All full-time Elementary unit members will have a duty-free 30 min. lunch scheduled between 10:30 am -1:30 pm.

E. All full-time teaching assistants shall, in addition to their duty-free lunch period have at least one daily professional collaboration period of at least thirty (30) continuous minutes. Should extenuating circumstances prohibit the scheduling of a daily professional collaboration period, the affected teaching assistants shall be guaranteed a minimum of one hundred fifty (150) minutes of professional/collaboration time per five (5) day week.

F. A unit member is assigned by the building administrator to cover a certified teacher's class for three (3) consecutive days or more, the unit member will be paid at the higher sub rate if they are a certified teacher and assuming full instructional responsibilities. The unit member will receive retroactive pay starting the 1st day of coverage.

On the 4th day the unit member may take a unpaid paid discretionary leave of absence from the unit member's position, without charge against any of the unit member's accruals.

If a teaching assistant is appointed to a CCSD faculty leave replacement position, the teaching assistant will continue to accrue their longevity and seniority as a teacher assistant.

G. Each summer of the contract, the teaching assistants will be given the opportunity to participate in a one day in-District training course relevant to their work according to District needs. This training will be paid at the daily rate of 1/200 of annual pay with a minimum payment of $150 per day, running from 8am-3pm during the week prior to the first Superintendent's Conference Day.

H. In-district teaching assistants will be considered before out-of-district teaching assistants for Extended School Year (ESY) and district-sponsored camps.

I. Teaching assistants will be eligible for all grade-appropriate in-service courses that are open to teaching assistants.

ARTICLE 5 *(T.* Asst.) - Evaluation

Non-tenured teaching assistants will be evaluated annually. Tenured teaching assistants will be evaluated at least once every four years. All evaluations shall include a post conference. All evaluations shall be done by the building administrators.

ARTICLE 6 *(T.* Asst.) - Insurance

Effective July 1, 2024, the District shall pay 85.5% of the premiums for full time 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 employees shall pay the remaining 14.50% premiums. Employees married to another District employee shall be entitled to either two single plans or one family plan. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement. Unit members hired to commence work in the bargaining unit on or after July 1, 2018 shall be eligible for retiree health insurance if having served 15 years in the District in a benefits eligible position with a District premium share requirement.

Effective July 1, 2025, the District shall pay 85% of the premiums for full time 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 employees shall pay the remaining 15% premiums. Employees married to another District employee shall be entitled to either two single plans or one family plan. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement. Unit members hired to commence work in the bargaining unit on or after July 1, 2018 shall be eligible for retiree health insurance if having served 15 years in the District in a benefits eligible position with a District premium share requirement.

Effective July 1, 2026, the District shall pay 84.5% of the premiums for full time 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 employees shall pay the remaining 15.50% premiums. Employees married to another District employee shall be entitled to either two single plans or one family plan. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement. Unit members hired to commence work in the bargaining unit on or after July 1, 2018 shall be eligible for retiree health insurance if having served 15 years in the District in a benefits eligible position with a District premium share requirement.

Effective July 1, 2027, the District shall pay 84.5% of the premiums for full time 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 employees shall pay the remaining 15.5% premiums. Employees married to another District employee shall be entitled to either two single plans or one family plan. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement. Unit members hired to commence work in the bargaining unit on or after July 1, 2018 shall be eligible for retiree health insurance if having served 15 years in the District

in a benefits eligible position with a District premium share requirement.
Effective July 1, 2028, the District shall pay 84.5% of the premiums for full time 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 employees shall pay the remaining 15.5% premiums. Employees married to another District employee shall be entitled to either two single plans or one family plan. Retirees shall contribute toward health insurance costs at the percentage of their contribution immediately preceding retirement. Unit members hired to commence work in the bargaining unit on or after July 1, 2018 shall be eligible for retiree health insurance if having served 15 years in the District in a benefits eligible position with a District premium share requirement.

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. Notwithstanding the above, family health insurance premium contributions are subject to application of the District's "Spousal and Eligible Dependent Rule".

All unit members who work less than 0.6 FTE may participate in the District's health insurance plan by contributing one hundred percent of the premium cost for individual or family coverage.

In the event that there are five or more unit members who elect not to receive health insurance, effective July I, 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.

The District's obligation to reimburse retirees and their spouses when a retiree becomes eligible for Medicare shall be solely for Medicare Part Bat the standard (or floor) rate.

ARTICLE 7 (T. Asst.) - Sick Leave Bank

Teaching assistants who have accumulated 16 sick days will be eligible to participate in the Teachers'/Administrators' Sick Leave Bank. All teaching assistants, upon becoming eligible for participation in the Sick Leave Bank, shall submit to the District a waiver of two (2) sick leave days. The District shall contribute one day for each two days of teaching assistant contribution up to 225 days from available teacher accumulated sick leave in excess of 200 days. All other conditions will be the same as the Teacher's Contract 28, D.

ARTICLE 8 (T. Asst.)- Retirement

Upon retirement, salaried employees shall be paid $45 per day for unused sick leave, with accumulation capped at 250 days.

Full-time Teaching 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 December 15 of the calendar year immediately preceding the calendar year of retirement, shall receive a stipend of $ 1,750.00 following their retirement. Retirement is defined as retirement under the New York State Teachers Retirement System and receiving a pension.

ARTICLE 9 (T. Asst.) - Personal Care Duties

Each unit member will be compensated for an annual personal care duties as specified below:
Level 1 $3,000
Level 2 $5,000
Level 3 $10,000

Teaching Assistants who may be expected to perform the following personal hygiene responsibilities in accordance with a student's Individualized Education Program (IEP) or Section 504 Plan: toileting, changing diapers or sanitary napkins for particular special needs children, shall be advised upon hire, where applicable, a_nd otherwise prior to being assigned such responsibilities. Prior to commencing such services they shall be trained by a health care professional; provided, however, that teaching assistants who are not already assigned to perform toileting duties may be required to do so.

Unit members may come forward to volunteer to assume such function during the time of their employment when a District need arises. In the event that there is an inadequate number of volunteers and/or new hires to meet the District's requirements, then, teaching assistants who have been previously trained, or if none are available, teaching assistants with the least

seniority, may be assigned on an involuntary basis.

If the designated teaching assistant is absent or otherwise unavailable, then such personal hygiene responsibilities may be handled by any other teaching assistant who had been previously identified/notified and trained by the District to handle such responsibilities for those special needs children previously identified. Personal hygiene issues of students other than those who are assigned to one-on one teaching assistants who have personal hygiene needs, shall be performed by the School Health Office.

The annual stipend shall be determined as recommended by the CSE or Section 504 team beginning in 2012-2013. The determination of the stipend amount shall be made in accordance with the completion of the Teaching Assistant Duties form with three levels: $2,250, $4,250 and $9,250, depending upon the number of duties performed consistently.

In the event that the teaching assistant performs the personal hygiene duties for less than a full school year, the stipend shall be pro-rated based upon the number of days these duties are actually performed. Any absences in excess of five consecutive school days shall result in a prorated deduction of the stipend. If the same substitute Teaching Assistant performs the duties in excess of five consecutive school days for the same child, they shall be entitled to a prorated share of the stipend. During Extended School Year Services, any Teaching Assistant determined to be eligible for a stipend shall receive a prorated portion of the applicable stipend.

There will be a stipend of $2,250 paid to Teaching Assistants who perform all of the following duties in addition to his/her regular assignment:

1. Teaching Assistant performs the personal care duty of toileting only (toileting, changing diapers or sanitary napkins for particular special needs student).

There will be a stipend of $4,250 paid to Teaching Assistants who perform the personal care duty of toileting (toileting, changing diapers or sanitary napkins for particular special needs student) and at least five of the following eight duties:

1. Helps load and unload student from vehicle bearing the weight of the student;
2. Assists student incapable of walking without an assistive device or intensive support in moving from place to place during the school day;
3. Assists nurse with skilled nursing service (e.g.: medication, catheterization, tube feeding);
4. Assist student with meal activities including drinking and feeding, grasping utensils;
5. Physically assists students with washing prior to and after meals and snacks and after use of bathroom facilities;
6. Assists in related service therapies including such tasks as lifting (bearing the weight of the student in whole or in part) and adjusting braces, crutches, walker, prosthetic devices, and oral motor therapy interventions;
7. Assists with implementation of assistive technology and augmentative communication devices;
8. Assists in dressing and undressing students, including removing outer garments, changing clothing, helping the student dress for physical education

and recreation.

There will be a stipend of $9,250 paid to Teaching Assistants who perform the personal care duty of toileting (toileting, changing diapers or sanitary napkins for particular special needs student), plus all eight other duties:

1. Helps load and unload student from vehicle bearing the weight of the student;
2. Assists student incapable of walking without an assistive device in moving from place to place during the school day;
3. Physically assists nurse with skilled nursing service (e.g.: medication, catheterization, tube feeding);
4. Assists in dressing and undressing students, including removing outer garments, changing clothing, helping the student dress for physical education and recreation;
5. Assists student with meal activities including drinking and feeding, grasping utensils;
6. Assists student with washing prior to and after meals and snacks and after use of bathroom facilities;
7. Assists in related service therapies including such tasks as lifting (bearing the weight of the student in whole or in part) and adjusting braces, crutches, walker, prosthetic devices, and oral motor therapy interventions;
8. Assists with implementation of assistive technology and augmentative communication devices including programming devices for use.

This stipend will be paid for duties noted above and will not be increased if the Teaching Assistant is responsible for more than one child.

The maximum number of students assigned to a Teaching Assistant who require personal care duties shall be two (2). A Teaching Assistant who is assigned personal care duties for a second child will receive an additional annual stipend of $500.

Teaching Assistants shall be compensated for preforming personal care duties as directed in exigent circumstances by the Assistant Superintendent of Pupil Personnel Services or as of the start date for such service as reflected in a student's I.E.P.

Should a child's IEP require toileting duties, the TA will be compensated for said duties at a daily rate until such time as the IEP is amended to remove this service from the student's support plan.

ARTICLE 10 *(T.* Asst.)-Extra Pay for Extra Duties

A. Teaching Assistants (TA's) who perform the duties of proctors during the summer months shall receive hourly rate compensation based on the current teacher's salary schedule BA+45 Step 1 divided by 200 divided by 6.

B. TAs assigned to supervise individual students during the CCSD extracurricular program will be paid $30 per hour or their hourly rate whichever is higher (TAs will be paid for a minimum of 1 hour of work). Any extracurricular activity not immediately following the school day will be paid at the chaperone rate.

C. Chaperone or Activity pay shall also include a payment of $250 per night when the Chaperone or Activity includes overnight responsibilities. All requests for approval of trips must be submitted to the building principal on the appropriate form."

D. Teaching assistants shall not be required to attend back to school.

E. Full-time teaching assistants who have NYS teacher certification, with a full teaching assistant schedule, may volunteer to supervise a class at the rate of $1 per minute for per diem absences.

ARTICLE 11 *(T.* Asst.)-Academic Intervention Services

TAs who hold appropriate teacher certification and provide AIS instruction before/after school will be paid at the hourly rate based on step 1BA of the teacher's contract. TAs will be paid for a minimum of 1 hour of work.

ARTICLE 12 *(T.* Asst.)-Provisions of Teacher Contract

The following provisions in the Teacher contract will apply to Teaching Assistants:

Article 3- A, B, C, D, E, F	Rights of the Congress
Article 4	Dues Deduction
Article 6	Grievance Procedures
Article 7	Legislative Authority
Article 8	Savings Clause
Article 13	Teacher Files
Article 26	CCT Benefit Fund
Article 27	Tax Sheltered Annuities & Credit Union
Article 28 - A, C	Sick Leaves
Article 29 - A, B, C, D, E, F, G	Other Leaves
Article 31	*Deleted*

Teachers' ARTICLE 3 - Rights of the Congress

A. The Congress may use school buildings at reasonable times and without cost for business of the Congress. Requests 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, upon request the Congress will send a copy of the agenda of its general meetings to the District, and upon request 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.

Teachers' ARTICLE 4 - Dues Deduction

A. The District will, if so authorized by the employee, 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 or six weeks following the first date of employment in the district, 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 CCT Benefit Fund. 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.

Teachers' 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.

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 their 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 2.

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 0 - Informal Verbal Appeal to Principal or Supervisor
Every grievance must be presented informally and verbally to the Grievant's principal or immediate supervisor within fifteen (15) days of the occurrence of the events underlying the grievance. If mutual agreement has not occurred after an informal verbal presentation of a grievance to Grievant's immediate supervisor or principal, the formal steps set forth below shall be followed. The immediate supervisor or principal shall orally dispose of Stage 0 grievance within five (5) days following the informal presentation. Principal or supervisor MUST present the decision orally (virtual, face to face, phone), with a follow-up confirmation email that acknowledges the meeting took place.

Stage 1 - Formal Written Appeal to the Supervisor or Principal.
If the grievance is not settled satisfactorily at the informal Stage 0, a Grievant may file a formal Stage 1 written grievance on the appropriate form within five (5) days of the decision handed down as a result of the informal Stage 0 grievance meeting. The form used to start the formal grievance procedure is to be filed with the Grievant's principal or immediate supervisor. Within five (5) days of the.filing of the formal Stage 1 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 CCT 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 within five (5) days of the Stage 1 hearing. If the grievance cannot be resolved, the principal or immediate supervisor hearing the grievance shall issue a written decision on the grievance within five (5) days of the hearing.

Stage 2 - Formal Written Appeal to Superintendent or Designee
If the grievance is not settled satisfactorily at the formal Stage 1, a Grievant may file a written grievance on the appropriate form within five (5) days of the decision handed down with the superintendent or their designee. Within ten (10) days of the filing of the Stage 2 grievance, the superintendent or their designee shall hold a hearing with the Grievant in an attempt to resolve the grievance. The Grievant may invite a CCT building representative to be present at the hearing. The CCT Grievance Committee chair shall be invited to the hearing. If the grievance is resolved, the resolution shall be stated in writing and signed by the teacher, the CCT building representative. and the superintendent or designee within.five (5) days of the Stage 2 hearing. If the grievance is not resolved, the Grievant may submit the grievance to binding arbitration.

Stage 3 - Binding Arbitration
If the Grievant and the Grievance Committee are not satisfied with the Superintendent's decision, it may submit the grievance to arbitration by.filing a Stage 3 written notice with the office of the Superintendent of Schools on the appropriate form, within five (5) days of receipt of the Superintendent's Stage 2 decision. Within ten (10) 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 deemed 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.

A. 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.

B. 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.

C. At any point in the grievance process the parties may agree in writing to "stop the clock" and pause the grievance process.

Teachers' 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.

Teachers' 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.

Teachers' 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 they have read such material by affixing their 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. An employee's refusal to sign a document does not preclude said document from being placed in the employee's file.

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 their files at the Education Center with the Assistant Superintendent for Human Resources and Leadership Development 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 them.

D. Correspondence received by the District relative to a teacher shall be treated with the utmost discretion. If, after investigation by administration, 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 appeal 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 photocopies of the contents and records of their file, except such confidential references given at the time of the teacher's employment, shall be made available to the teacher.

F. The official personnel file for each employee will be maintained by district administration at the Ed Center or electronically as appropriate.

G. After two years if the parameters of the Letter of Counsel regarding professional responsibilities have been met, a member may request that the administrator attach an addendum indicating that parameters have been met.

Teachers' 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. The District shall contribute to the Fund the following annual rates per member, one-fourth (1/4) of which is paid quarterly on the first day of July, October, January and April.

2025/2026 school year: $1,490.00

2026/2027school year: $1,490.00

2027/2028 school year:$1,490.00

2028/2029 school year: $1,490.00

2029/2030 school year: $1,490.00

Teachers' 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 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, except as hereinafter provided.

Up to (15) days of individual sick leave shall be transferable for use on an annual, non-cumulative basis for a family illness. Family encompasses an employee's spouse, domestic partner, children/step-children, anyone whom you have legal custody of, parents/step-parent, siblings, grandparents, grandchildren, and parents-in-law.

A medical note will be required after five consecutive sick days for personal or family illness. Should the employee use a sick day immediately adjacent to holidays or vacations, the District may ask for medical documentation.

In the event that a teacher is going to become a parent through adoption or surrogacy, the teacher may convert up to 15 sick days to personal days to be used consecutively in conjunction with this event. For the same event, the teacher may also utilize assigned personal days, but is not eligible for family illness or emergency leave bank days unless there are extenuating circumstances.

In addition, (1) day of personal sick leave may be converted for use as a personal leave day, provided the teacher has already used all (3) regularly provided personal leave days, and provided the teacher makes the request and specifies the reason on the personal leave form at least three days in advance to the building principal (The three day notice provision may be waived by the Principal in the event of an emergency). This request must be approved in advance by the building principal, and must meet the same criteria and follow the same process as described for days requested immediately adjacent to holidays or vacations in Article 29 (A) of this agreement.

Should the sick leave be covered under the provisions of pension or compensation law, only the difference between the employee's salary and that compensation paid by the other agency shall be paid by the District.

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.

Teachers' 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 they 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 death in the immediate family, shall be entitled to full salary for five (5) days during a school year. Immediate family encompasses an employee's spouse, domestic partner, children, parents, siblings, grandparents, grandchildren, nieces, nephews, aunts, uncles, and in-laws. These days are separate and distinct from the 15-day personal illness and are not to be included in the accumulated days

The Superintendent may grant special bereavement leave upon request from a teacher. Unused bereavement days will be converted to sick days at the end of the school year.

C. 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.

D. Child Care Leave:

1. A childcare 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 childcare 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 start of the second quarter as established by the district secondary calendar, 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 their, 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.

   A teacher on childcare leave until the end of the first semester must give notice by October 30 if they wish to extend their leave to June 30. Failure to provide appropriate notice by October 30 will result in the teacher forfeiting their employment if they do not return to work at the end of the semester.

5. A teacher must return to the District for at least one academic year prior to application for a subsequent child care leave.

6. A child care leave shall be concluded at the commencement of the school year, end of the first quarter, and end of the second quarter as defined by the district calendar (apart from leave taken as FLMA leave).

E. 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.

F. Conditions affecting leaves under D and E above:

1. *[deleted]*

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.

G. Emergency Leave Bank:
An emergency leave bank shall be created with 40 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 8 days per individual.

Teacher's ARTICLE 31 - Employees' Assistance Program - Deleted

SO AGREED, this 28th day of March 2024, subject to ratification by their constituents.

THE DISTRICT

BY: _____

Dr. Christine Ackerman

THE UNION

BY: _____

Appendix A:

STEP	24-25	25-26	26-27	27-28	28-29
1	$25,065	$25,316	$25,569	$25,824	$26,083
2	$26,815	$27,083	$27,354	$27,628	$27,904
3	$28,565	$28,851	$29,139	$29,431	$29,725
4	$30,315	$30,618	$30,924	$31,234	$31,546
5	$32,065	$32,386	$32,710	$33,037	$33,367
6	$33,815	$34,153	$34,495	$34,840	$35,188
7	$35,565	$35,921	$36,280	$36,643	$37,009
8	$37,315	$37,688	$38,065	$38,446	$38,830
9	$39,065	$39,456	$39,850	$40,249	$40,651
10	$40,815	$41,223	$41,635	$42,052	$42,472
11	$42,565	$42,991	$43,421	$43,855	$44,293
12	$44,315	$44,758	$45,206	$45,658	$46,114
13	$46,065	$46,526	$46,991	$47,461	$47,935
14	$47,815	$48,293	$48,776	$49,264	$49,756
15	$49,565	$50,061	$50,561	$51,067	$51,578
16	$51,315	$51,828	$52,346	$52,870	$53,399
17	$53,065	$53,596	$54,132	$54,673	$55,220
18	$54,815	$55,363	$55,917	$56,476	$57,041
19	$56,565	$57,131	$57,702	$58,279	$58,862
20	$58,315	$58,898	$59,487	$60,082	$60,683