

**ADDENDUM AGREEMENT BY AND BETWEEN  
THE CHAPPAQUA CENTRAL SCHOOL DISTRICT AND  
THE CHAPPAQUA CONGRESS OF TEACHERS  
COVERING EMPLOYEES WITH THE TITLE OF  
TEACHING ASSISTANT  
2015 - 2018 CONTRACT**

**Chappaqua Congress of Teachers**

**Raymond Lucia**

**President**

**Maria Sanderleaf**

**Vice President**

**Chappaqua Central School District**

**Andrew Selesnick**

**Lyn McKay**

**ARTICLE 1 (T. Asst.) - Duration**

- A. This agreement shall remain in full force and effect for the period beginning July 1, 2015 and ending June 30, 2018, 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 Employee’s Fair Employment Act” as amended.
- B. The Congress is the sole and exclusive bargaining representative of the unit described as "Unit II - Teacher Personnel," including summer school, school psychologists, guidance counselors, teaching assistants, nurses, 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. Newly hired teaching assistants will begin at \$21,681 for 2015/2016, \$22,115 for 2016/2017 and \$22,557 for 2017/2018 school years.

- B. Salaries will be increased as follows:

Unit members who return to work from the previous school year shall receive raises of:

\$1,100 effective July 1, 2015  
\$1,100 effective July 1, 2016  
\$1,100 effective July 1, 2017

- C. There will be base enhancement as follows: (amounts are cumulative)
  - A. At beginning of year 4: \$1,035
  - B. At beginning of year 8: \$1,035
  - C. At beginning of year 12: \$1,294
  - D. At beginning of year 16: \$1,035

- D. No professional development stipends will be awarded after July 1, 2001. Those who have earned stipends under the 1997-2001 contract will retain the amount of stipend which has been earned.
- 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 inservice course specifically designated as open to Teaching Assistants.
- F. Teaching assistants, who have completed no fewer than five years of service and no more than eight years of service in the District as teaching assistants, shall receive a longevity stipend each year as follows:

|            |       |
|------------|-------|
| 2015/2016: | \$578 |
| 2016/2017: | \$598 |
| 2017/2018: | \$619 |

Teaching assistants, who have completed no fewer than eight years and no more than twelve years of service in the District as teaching assistants, shall be eligible to receive a longevity stipend each year as follows:

|            |       |
|------------|-------|
| 2015/2016: | \$723 |
| 2016/2017: | \$748 |
| 2017/2018: | \$774 |

Teaching assistants, who have completed twelve years or more of service as a teaching assistant in the district, shall be eligible to receive a longevity stipend each year as follows:

|            |         |
|------------|---------|
| 2015/2016: | \$1,309 |
| 2016/2017: | \$1,355 |
| 2017/2018: | \$1,402 |

Longevity stipends shall not be cumulative.

- G. For 2015/2016 school year:

Any teaching assistant who received tenure on or before September 1, 2014 will receive an increase of \$200 to base salary.

For 2015/2016 school year:

Any teaching assistant who received tenure after September 1, 2014 and on or before September 1, 2015 will receive an increase of \$550 to base salary.

For 2016/2017 school year:

Any teaching assistant who received tenure after September 1, 2015 and on or before September 1, 2016 will receive an increase of \$550 to base salary.

For 2017/2018 school year:

Any teaching assistant who received tenure after September 1, 2016 and on or before September 1, 2017 will receive an increase of \$550 to base salary.

**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 work day shall be the same as the teacher's work day 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:

- Back to School Nights
  - Staff Development Days
  - 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 teaching assistants shall have a thirty (30) minute continuous and duty-free lunch period at a reasonable lunch time. In the event a teaching assistant receives less than a thirty (30) minute duty-free lunch period, the teaching assistant may appeal to the Faculty Advisory Council. The Faculty Advisory Council and teaching assistant involved should make recommendations to the building administrator to alleviate the situation. Extraordinary scheduling issues may also be brought to the Faculty Advisory Council to make recommendation to the Building Administrator.
- 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. Teaching assistants will not be routinely assigned to substitute for a teacher in a class outside of their normal assignment.
- G. During summer 2016, teaching assistants will be given the opportunity to have a one-day in-district training in technology skills that is appropriate for teaching assistants at a per diem rate of \$125.
- 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, 2015, the District shall pay 88.25% 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 11.75% of 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.

Effective July 1, 2016, the District shall pay 88% 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 12% 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.

Effective July 1, 2017, the District shall pay 87.5% 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 12.5% 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.

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 1, 2008, the buy-out amount shall be set at \$2,750 for family buy-outs and individual buy-outs only for those receiving the buy-out during the 2007/2008 school year, as well as for those who have been paying health premium contributions during the 2007/2008 school year and would become entitled under the language of the 2007/2008 contractual agreement effective with the 2008/2009 school year. These amounts are per year and will be prorated if for less than a full year. No others shall become eligible for the buy-out.

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

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

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

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

#### **ARTICLE 7 (T. Asst.) – Sick Leave Bank**

Teaching assistants who have accumulated 25 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, teaching assistants will be paid \$32 per day for unused sick leave up to a maximum of 245 days.

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

- A. 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, and 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. For The determination of the stipend amount shall be made in accordance with the completion of the annexed Teaching Assistant Duties form with three levels: \$2,000, \$4,000 and \$9,000, 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 \$2,000 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 \$4,000 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. Assists 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 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 \$9,000 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 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.

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

If a Teaching Assistant is asked to do chaperoning or proctoring duty outside of the regular work day, then the Teaching Assistant will receive the Teacher rate for chaperoning or proctoring, if the rate is higher than the Teaching Assistant rate. Under the Teacher Contract "A Unit of Chaperone or Activity pay shall be \$74 for 2015/2016, \$75 for 2016/2017 and \$76 for 2017/2018. Three Chaperone Units will be paid for chaperoning duties which involve overnight responsibility. All requests for approval of trips must be submitted to the building principal on the appropriate form."

#### **ARTICLE 11 (T. Asst.) – Provisions of Teacher Contract**

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

- |                     |   |                                      |
|---------------------|---|--------------------------------------|
| Article 3           | - | Rights of the Congress               |
| A, B, C, D, E, F    |   |                                      |
| 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, if eligible |
| Article 28          | - | Sick Leave                           |
| A, C                |   |                                      |
| Article 29          | - | Other Leaves                         |
| A, B, C, D, E, F, G |   |                                      |
| Article 31          | - | Employee Assistance Program          |

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

### **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.

### **Teachers' Contract 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.

### **Teachers' Contract ARTICLE 6 – Grievance Procedures**

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

B. DEFINITIONS

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

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

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

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

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

Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and, as an outcome, having his grievance adjusted without the intervention of the Congress, provided the adjustment is consistent with the terms of this Agreement. The Congress shall have the opportunity to be present and to state its views through the Grievance Committee at any level in the grievance procedure beyond Stage II.

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

Stage I – Informal Appeal. Every grievance must be presented informally to the grievant's principal or immediate supervisor within ten days of the occurrence of the events underlying the grievance. If mutual agreement has not occurred after an informal oral presentation of a grievance to a grievant's immediate supervisor or principal, the formal

steps set forth below shall be followed. The immediate supervisor or principal shall orally dispose of each grievance informally presented within five days following the informal presentation.

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

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

Stage III – Formal Appeal to Superintendent of Schools. If the grievance is not resolved at the conference or the grievant is not satisfied with the written decision, the grievant may appeal the decision to the Superintendent of Schools. Such appeal must be filed with the Superintendent of Schools on the appropriate form within five days of receipt of the decision of Stage II. It shall be in writing, shall contain a copy of the written decision of Stage II, and shall state the reasons for the appeal. The grievant shall also file a copy of the appeal with the Grievance Committee at the time it is filed with the Superintendent of Schools. Within ten days of the receipt of the appeal, the Superintendent or designee shall hold a hearing with the Grievance Committee and the grievant in an attempt to resolve the grievance. If the grievance is resolved, the resolution shall be stated in writing and signed by the grievant, the Superintendent of Schools, and the chairman of the Grievance Committee. If no resolution is reached, the Superintendent shall issue a written decision on the grievance within five days of the hearing.

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

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

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

The Arbitrator shall hold such hearings as 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.

- 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.

#### **Teachers' Contract 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' Contract 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' Contract 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 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 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.

#### **Teachers' Contract ARTICLE 26 – CCT Benefit Fund**

- A. The Trust formerly known as the Joint Benefit Fund in previous contracts shall be converted to a unitary CCT Trust providing participation rights for District administrators and non-represented personnel. All Fund Trustees must be eligible to receive the benefits provided by the Fund.
- B. For the 2015/2016 school year, the District shall contribute to the Fund an annual rate of \$1,490 per member payable on a quarterly basis with \$372.50 per teacher payable on July 1, 2015, \$372.50 per teacher payable on October 1, 2015, \$372.50 per teacher payable on January 1, 2016, and \$372.50 per teacher payable on April 1, 2016.
- C. For the 2016/2017 school year, the District shall contribute to the Fund an annual rate of \$1,490 per member payable on a quarterly basis with \$372.50 per teacher payable on July 1, 2016, \$372.50 per teacher payable on October 1, 2016, \$372.50 per teacher payable on January 1, 2017, and \$372.50 per teacher payable on April 1, 2017.
- D. For the 2017/2018 school year, the District shall contribute to the Fund an annual rate of \$1,490 per member payable on a quarterly basis with \$372.50 per teacher payable on July 1, 2017, \$372.50 per teacher payable on October 1, 2017, \$372.50 per teacher payable on January 1, 2018, and \$372.50 per teacher payable on April 1, 2018.

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

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

### **LEAVES OF ABSENCE**

## **Teachers' Contract 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 and including (15) days during a school year which may be accumulated to a maximum of 200 days, except as hereinafter provided.

Up to (5) days of personal sick leave shall be transferrable for use on an annual, non-cumulative basis for a family illness.

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 employees' 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' Contract 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.

### **Teachers' Contract 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 \$1,646 for 2015/2016, \$1,658 for 2016/2017 and \$1,670 for 2017/2018.

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   
Lyn McKay  
Superintendent of Schools

Dated: 3/29/16

CHAPPAQUA CONGRESS OF TEACHERS

By   
Raymond Lucia  
President

By   
Maria Sanderleaf  
Vice President

Dated: 2/29/16

JMM