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Chatham Central School District And Chatham Sd Principals Assn

New 103 SP AD1

## **AGREEMENT**

## IN PRINCIPLE

THE SUPERINTENDENT OF THE CHATHAM CENTRAL SCHOOL DISTRICT

and

THE CHATHAM SCHOOL DISTRICT PRINCIPALS' ASSOCIATION

July 1, 1999 until June 30, 2004

4 employees

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#### **PREAMBLE**

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

#### **ARTICLE I**

## RIGHTS OF THE SUPERINTENDENT AND BOARD

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

#### ARTICLE 11

#### **DUES DEDUCTION**

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

#### **ARTICLE III**

## PROFESSIONAL DEVELOPEMNT

In order to encourage professional growth and development, the District will bear the expense associated with travel and tuition provided that the course/workshop/conference is directly related to the Principal/Assistant Principal's job and has the prior approval of the Superintendent.

### **ARTICLE IV**

## **ADMINISTRATIVE COMMUNICATIONS**

- 1. Copies of all materials to be placed in a Principal/Assistant Principal's personnel file will be forwarded to the affected Principal/Assistant Principal. The Principal/Assistant Principal will also have the right to submit a written answer to the material and his/her answer shall be reviewed by the Superintendent, initialed by him/her, and attached to the file copy.
- 2. A Principal/Assistant Principal shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents in it. A Principal/Assistant Principal shall be entitled to have a representative of the Association accompany him/her during the review.
  - 3. Evaluations shall be conducted by the Superintendent and his/her designee.

#### ARTICLE V

#### **WORK YEAR**

- 1. Rancipals shall work a 12-month work year and Assistant Principals shall work a
  - 2. Assistant Principals may also be directed to work two to four weeks over the course of the summer, for which time they shall be compensated at a per diem rate of 1/200<sup>th</sup> of annual salary, commencing July 1, 1995.
- 3. All unit members are expected to work on snow days, unless otherwise notified by the Superintendent.

### **ARTICLE VI**

#### **LEAVES**

- 1. <u>Vacations</u> Principals shall receive 25 days of vacation each year. For vacation time to be used between September 1 and July 1, the Principal must submit a tentative vacation schedule prior to September 30. For vacation time to be used during the summer months, a member or members of the Association and the Superintendent will meet prior to April 1 and establish a mutually agreed upon summer work schedule.
- 2. Holidays Principals shall receive the 12 District recognized and observed.

  holidays annually and Assistant Principals shall receive so many thereof as fall within their work year.

- Principals shall annually receive four personal business leave days for personal reasons which cannot be accomplished except during their normal working hours. Reasonable prior notice will be provided to the Superintendent where possible. Unused personal leave shall accumulate as sick leave.
- 4. Sick Leave—Principals shall annually receive 18 and Assistant Principals shall annually receive 15 days of sick leave cumulative to a total of 300 days. Principals/Assistant Principals may participate in a sick leave pool to be agreed upon by the parties. All accumulation over 300 days shall be placed in the Principal/Assistant Principals' Sick Leave Pool.
- 5. Bereavement Leave Principals/Assistant Principals may be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of five (5) days as each situation presents itself. As used in this section, the term "immediate family" shall mean the employee's spouse, child, parent, grandparent, sibling, parent-in-law, sibling-in-law or any dependent with whom the employee resides.
- 6. <u>Parental Leave</u> A Parental Leave of Absence shall be granted to a Principal/Assistant Principal for the purpose of child rearing or adopting and will be limited to those two family activities.
- (a) A Principal/Assistant Principal shall be entitled, upon request, to a leave to begin at any time before the birth or adoption of a child. The Principal/Assistant Principal shall notify

the Superintendent, in writing, of a desire to take such leave and, except in case of emergency, shall give such notice at least ninety (90) days prior to the date on which the leave is to begin.

(b) A parental leave shall be limited in length to no more than three (3) semesters following the beginning of the leave. The date of return must be specified by the unit member upon application for parental leave. Notification of intent to return shall be made in writing to the Superintendent by November 1 if the leave is to terminate at the end of the first semester of a school year or by March 1 if the leave is to terminate at the end of the school year.

#### **ARTICLE VII**

#### **INSURANCE**

- 1. The Board shall pay 90 percent of the cost of the premium for family and 100 percent of the health insurance premium for individual coverage.
- 2. At the time of retirement, the District will pay 90 percent Medicare contribution and 90 percent of the health insurance premium for family coverage and 100 percent of the health insurance premium for individual coverage.
- 3. The District shall pay to any employee who decides not to be covered by health insurance 50 percent of the District's premium payment for the coverage being withdrawn from, said amount to be paid in two equal installments, the first being no later than January 31, and the second being no later than June 30. Such payments are to be pro-rated in the case of an employee leaving the District's employment commencing personal or child-rearing leave or having enrolled in the plan during the school year of withdrawal therefrom.

## **ARTICLE VIII**

## **GRIEVANCE PROCEDURE**

## A. General Provisions

- 1. A grievance shall be any claim by a Principal/Assistant Principal or group of Principals/Assistant Principals or the Association on its own behalf ("grievant") that there has been a violation, misinterpretation or inequitable application of this Agreement.
- 2. All grievances shall include the name and position of the grievant, the time and place of the grievance, the identity of the person claimed to be responsible for the grievance, the specific contract provision that is allegedly violated and a general statement of the nature of the grievance and the redress sought.
- 3. A grievant may elect to have a representative of the Association act on his/her behalf at each level of the grievance procedure.
- 4. Failure by the District to hold a hearing or render a decision within the time limits set forth herein shall be construed as a denial of the grievance and permit appeal to the next level of the grievance procedure.

## B. <u>Procedure</u>

## Step 1: Superintendent - Informal

The grievant shall orally present the grievance to the Superintendent with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be

within twenty (20) working days of when the grievant knows or should have known of the grievance.

If the Superintendent has not met with the grievant within ten (10) working days of the grievant's request, grievant may take the grievance to Step 2: Superintendent – Formal.

## Step 2: Superintendent - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within ten (10) working days of the meeting of Step 1. Within seven (7) working days after the written grievance is presented to him, the Superintendent shall render his decision on the grievance in writing.

#### Step 3: Board

- (a) If the grievant is not satisfied with the decision of Step 2, an appeal may be filed in writing with the Board within fifteen (15) working days after the Superintendent has issued his decision.
- (b) Within fifteen (15) working days after the receipt of an appeal, the Board or subcommittee of the Board shall hold a hearing on the grievance. The hearing shall be in executive session.
- (c) The Board shall give its written decision within ten (10) working days after the conclusion of the hearing. The decision of the Board will be accepted as a final and binding determination of the grievance.

## **ARTICLE IX**

## **COMPENSATION**

Each Principal / Assistant Principal shall be compensated in accordance to the salary schedule in Appendix A.

The District retains the right to set the hiring rate for any unit position in the event of a vacancy therein.

Each Principal / Assistant Principal shall receive a \$1,000.00 Tax Sheltered Annuity

## **ARTICLE X**

## **SALARY SUPPLEMENT**

- District service pursuant to the rules and regulations of the New York State Teachers' Retirement System shall receive as a salary supplement during the final year of his or her employment by the District an amount equal to the product of the number of days of unused sick/personal leave credits on the effective date of such retirement, if any, and \$20.00 up to a maximum of 227 days.
- 11.2 The District's obligation to make any payment pursuant to Section 11.1 shall be contingent upon its receipt from the Principal/Assistant Principal of a letter of resignation in anticipation of retirement, which letter must be received by the District not later than April 1 of

the school year preceding that in which the resignation and the anticipated retirement shall be effective.

## **ARTICLE XI**

### **SAVINGS CLAUSE**

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

## **ARTICLE XII**

## REQUIREMENT PER TAYLOR LAW

THE BOARD OF EDUCTION SHALL MAINTAIN ALL PRACTICES, POLICIES AND TERMS AND CONDITIONS OF EMPLOYMENT NOT SET FORTH IN THIS AGREEMENT. HOWEVER, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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## ARTICLE XIII

## **DURATION**

This Agreement shall take effect July 1, 1999 and shall continue in effect through June 30, 2004.

WITNESS:

Date: / 2000

Superintendent of Schools

Chatham Central School District

Chatham Central School District

Principals' Association

# **APPENDIX A**

## SALARY SCHEDULE

## COMPENSATION--1999-2004

Principals	1999-2000	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004
R. Davis	\$ 71,710	\$ 71,710%	\$ 75,510	\$ 79,610	\$ 83,960	\$ 88,560
G. Fitting	\$ 77,671	\$ 77,671	\$ 81,471	\$ 85,571	\$ 89,921	\$ 94,521
C. Frye	\$ 67,586	\$ 67,586	P\$ 71,986	\$ 76,086	\$ 80,436	\$. 85,036
10 Mo. Ass't Prin	1/		l	1		
L. Burud	\$ 56,633	\$ 56,633	0\$ 58,633	\$ 60,933	\$ 63,333	\$ 65,733