

STIPULATION OF AGREEMENT made and entered into by and between the negotiating committees for the Commack Union Free School District (“the District”) and Commack Teachers Association (“the Association”).

WHEREAS, the District and Association are parties to a collective negotiations agreement covering the period July 1, 2008 through June 30, 2011, as modified by a memorandum of agreement covering the period July 1, 2011 through June 30, 2014 (collectively, “the CBA”);

WHEREAS, the parties have engaged in good faith negotiations in an effort to arrive at a successor agreement to the CBA; and

WHEREAS, the parties have arrived at a tentative agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the Association’s membership and ratification and approval by the District’s Board of Education.
2. The CTA will hold its ratification vote on or before December 23, 2016.
3. If the CTA membership ratifies this Stipulation on or before December 23, 2016, the District will, within 30 days of the ratification vote, submit the Stipulation for ratification and approval by the District’s Board of Education.
4. The signatories below and their negotiating committees agree to recommend this Stipulation for ratification/approval.
5. A copy of this original document has been furnished to representatives of the Association.
6. All proposals not covered herein made by either party during the course of the

negotiations will be deemed dropped. The parties will continue their negotiations regarding non-substantive, "housekeeping" changes to the CBA. Agreed upon changes as well as any other memoranda of agreement modifying the CBA will be incorporated into the 2014-2021 Agreement.

7. In accordance with past practice, each rate, stipend and salary will be increased by the salary increase percentages set forth in Appendix C(1).

8. Article 4.01 (School Calendar). At the end of the first sentence, add: ", A-4, A-5, A-6, and A-7. The school calendar will be developed by the parties prior to the school year. The school year will contain 182 days of instruction, plus two Staff Development Days."

9. Article 5.14 (IEP Release Days – NEW). Add: "Effective upon the complete ratification and approval of the 2014-2021 Agreement, a teacher assigned to prepare 10 or fewer IEPs will be released from his/her regular duties for one school day. A teacher assigned to prepare 11 or more IEPs will be released from his/her regular duties for two school days."

10. Article 7.01 (Teachers' Salary Schedules and Features). Delete and replace with: "The 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 teachers' salary schedules will be set forth in Appendices B-1, B-2, B-3, B-4, B-5, B-6 and B-7. All teachers will be paid in accordance with these schedules."

11. Article 8.01 (Group Insurance Program). At the end of the paragraph, add: "Effective January 1, 2017, the second sentence will be deleted. Effective January 1, 2017, unit members' contribution will be 19.5%. Effective February 1, 2019, unit members' contribution will be 20%. Effective January 1, 2021, unit members' contribution will be 20.5%."

12. Article 8.04(c) (Retiree Health Insurance). Add: "Unit members hired on or after the complete ratification and approval of the 2014-2021 Agreement must have at least 15 years of

service in the District.”

13. Article 11(B).02 (Teacher Assistants’ Salary Schedule). After the first sentence, add: “For the 2014-2015, 2015-2016 and 2016-2017 school years, there will be no increase to the salary schedules. Effective July 1, 2017, the salary schedule set forth below will be implemented. Unit members will be placed on the step that is closest to, but at least \$1,000 greater than, their current salary. Effective July 1, 2018, each step on the salary schedule will be increased by 1%. Step movement will be delayed until February 1, 2019. Effective July 1, 2019, each step on the salary schedule will be increased by 1%. Step movement will be delayed until February 1, 2020. Effective July 1, 2020, each step on the salary schedule will be increased by 1%, and normal step movement will resume on September 1, 2020, unless the parties otherwise agree.” The attached new salary schedules will be inserted into the CBA.

14. Article 11(E).05 (Base Salary Nurse). Add: “For the 2014-2015, 2015-2016 and 2016-2017 school years, there will be no increase to the salary schedules. Effective July 1, 2017, the salary schedule set forth below will be implemented. Unit members will be placed on the step that is closest to, but at least \$1,000 greater than, their current salary. Effective July 1, 2018, each step on the salary schedule will be increased by 1%. Step movement will be delayed until February 1, 2019. Effective July 1, 2019, each step on the salary schedule will be increased by 1%. Step movement will be delayed until February 1, 2020. Effective July 1, 2020, each step on the salary schedule will be increased by 1%, and normal step movement will resume on September 1, 2020, unless the parties otherwise agree.” The attached new salary schedules will be inserted into the CBA.

15. Article 14.02 (Summer School). After the first sentence, add: “Effective upon the complete ratification and approval of the 2014-2021 Agreement, the prior sentence will be

deleted.”

16. Article 19.04 (Travelling Teachers/Duty Period). After the first sentence, add:  
 “Effective upon the complete ratification and approval of the 2014-2021 Agreement, a teacher with a travelling assignment will not be assigned a duty period on a day on which he/she must travel to more than one building as part of that assignment.”
17. Article 23.01(h) (Staff Development). At the end of the first sentence, add:  
 “Effective with the 2017-2018 school year, all teachers will be required to annually attend up to 10 hours of staff development. The District will designate two hours of faculty or department meetings that teachers may use to satisfy the staff development requirement.”
18. Article 23.01(h) (Staff Development). At the end of the second sentence, add:  
 “Effective with the 2017-2018 school year, the prior sentence will be deleted, and classes will be offered before or after school.”
19. Article 23.03 (Technology). At the end of the paragraph, add: “Effective upon the complete ratification and approval of the 2014-2021 Agreement, a committee will be formed to study and make recommendations regarding teachers’ use of technology to communicate with students and parents. The CTA President, or his/her designee, and Superintendent, or his/her designee, will serve as co-chairs of the committee. Each will appoint five members representing a cross-section of building levels. By no later than November 1, 2017, the committee will submit to the co-chairs three technology platforms, ranked in order of preference. By no later than December 1, 2017, the Superintendent, in consultation with the CTA President, will determine which of the three recommended platforms will be selected. The committee will then submit recommendations regarding the implementation of the selected platform. The Superintendent, in consultation with the CTA President, will modify and finalize the implementation plan. Prior to

implementation (ideally, by September 2018), the District and CTA will engage in impact bargaining.”

20. Article 32.07 (Grievance Definition). Add: “Effective upon the complete ratification and approval of the 2014-2021 Agreement, **Grievance** means any claimed violation, misinterpretation, or inequitable applications of the terms of the Agreement.”

21. Article 32.16(a) (Grievance Procedures – Informal Stage). After the first sentence, add: “Effective upon the complete ratification and approval of the 2014-2021 Agreement, the grievant must, within 30 school days of the date when the grievant knew or should have known that the alleged grievance occurred, present his/her grievance in writing to his/her immediate supervisor who will verbally and informally discuss the grievance with the aggrieved employee or CTA.”

22. Article 32.16(a) (Grievance Procedures – Informal Stage). After the second sentence, add: “Effective upon the complete ratification and approval of the 2014-2021 Agreement, the immediate supervisor will render his/her written determination to the aggrieved employee or CTA within five school days after the grievance has been presented to him/her.”

23. Article 35.01 (Future Negotiations). Replace “2011” with “2021.”

24. Article 36.01 (Duration of the Agreement). Replace “2008” with “2014” and “2011” with “2021.”

25. Appendix C(1) (Salary Features). Delete and replace with:

“1. Salary increases on the salary schedule will be as follows:

**2014-2015:** 0% plus step movement

**2015-2016:** 0% plus step movement

**2016-2017:** 0% plus step movement

**2017-2018:** Effective July 1, 2017, the salary schedule set forth in Appendix B-4 will be implemented. Unit members will be placed on the step in their salary column that is closest to, but at least \$1,000 greater than, their current salary.

**2018-2019:** Effective July 1, 2018, each step on the salary schedule will be increased by 1%. Step movement will be delayed until February 1, 2019.

**2019-2020:** Effective July 1, 2019, each step on the salary schedule will be increased by 1%. Step movement will be delayed until February 1, 2020.

**2020-2021:** Effective July 1, 2020, each step on the salary schedule will be increased by 1%, and normal step movement will resume on September 1, 2020, unless the parties otherwise agree.

The wage increases listed above have been included in the salary schedules printed as B-1 through B-7. The salary schedule B-7 will remain in effect until modified by mutual agreement.”

26. Appendix C(2)(b) (Internet Credits). At the end of the paragraph, add: “Effective upon the complete ratification and approval of the 2014-2021 Agreement, internet or correspondence course credits for salary movement will be limited to a maximum of 12 credits for any column movement. Effective upon the complete ratification and approval of the 2014-2021 Agreement, this Agreement recognizes that members of the CTA who have previously received the Superintendent’s approval for more than 12 credits may use the excess toward their next column movement.”

27. Appendix C(5) (Column Movement). Delete and replace with: “All column changes achieved during the period of September 1 through August 31 will be applied toward proper column placement as of September 1 of the following school year as long as all coursework is completed by August 31 and the Salary Increment Form is received in the Personnel Office by August 31.”

28. Appendix F-3(a) (Chaperones). At the end of the paragraph, add: “Effective upon

the complete ratification and approval of the 2014-2021 Agreement, the overnight rate will be \$221.15.”

29. Appendix G-1(A)(13)(f) (Leave Allowance Regulation – NEW). Add:

“f) Effective upon the complete ratification and approval of the 2014-2021 Agreement,  
 Non-family – one day to attend funeral. No deduction  
 Must notify immediate superior in writing in advance and may be required to submit proof of attendance.”

30. Appendix G-1(A)(14) (Leave Allowance Regulations – Personal Reasons). After the first sentence, add: “(effective with the 2017-2018 school year, four days).” At the end of the “Entitlement” paragraph, add: “Effective with the 2017-2018 school year, a unit member may consecutively use up to two personal days. No more than two personal days may be used per week.”

31. Appendix G-1 (Leave Allowance Regulation – NEW). Add:

“20. Effective upon the complete ratification and approval of the 2014-2021 Agreement,  
 School Function:  
 Approved to attend CSE meeting, One day Deducted from annual Not applicable  
 Parent/Teacher conference, or other allowance  
 school function that must take place during regular working hours. Must notify immediate superior in writing in advance.”

32. Appendix G-1 (Leave Allowance Regulation – Special Conditions). Renumber this as paragraph “21,” and, after “following manner” in the “Entitlement” paragraph, add:  
 “Effective September 1, 2017, at the beginning of each school year, three days will be deducted from the employee’s regular entitlement. The number of days deducted will be prorated for part-time unit members.”

33. Effective upon the complete ratification and approval for 2014-2021, the CTA withdraws, with prejudice, its grievance dated October 11, 2016 regarding Appendix F-3 chaperone pay.

FOR THE DISTRICT:

Alyson Nathan

Date: 12/12/16

Vaura A. Newman

Date: 12/12/2016

[Signature]

Date: 12/12/16

Date: \_\_\_\_\_

FOR THE ASSOCIATION:

Jim M. Stewart

Date: 12/12/16

Robert K. [Signature]

Date: 12/12/16

Debbie Wynn

Date: 12/12/16

[Signature]

Date: 12/12/16

Steven Ayres

Date: 12/12/16



SALARY SCHEDULE FOR TEACHERS

	<u>BA</u>	<u>MA/BA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>PHD</u>
1	50,559	60,919	65,178	69,264	70,907
2	52,076	62,746	67,133	71,342	73,034
3	53,638	65,236	69,797	73,483	75,225
4	55,247	67,194	71,221	75,687	77,482
5	56,905	69,209	73,358	77,958	80,556
6	58,612	70,621	75,559	80,296	82,973
7	60,370	72,740	78,557	82,705	84,667
8	62,181	75,627	80,160	85,186	87,207
9	64,047	77,170	82,565	87,742	89,823
10	65,968	79,485	85,042	90,374	92,517
11	67,947	81,870	87,593	93,948	95,293
12	69,646	83,916	89,783	95,413	97,675
13	71,387	86,014	92,028	97,798	100,568
14	73,172	88,165	94,328	100,694	102,620
15	75,001	90,369	96,686	102,749	105,186
16	76,876	92,628	99,104	105,318	107,815
17	78,798	94,944	101,581	107,951	110,511
18	80,768	97,755	104,121	110,650	113,273
19	82,787	100,388	106,724	113,416	116,105
20	84,857	102,244	109,392	116,251	119,543
21	86,978	104,800	112,127	119,157	121,983
22	89,153	107,420	114,930	122,136	125,033
23	91,381	110,106	117,803	125,190	128,158
24	93,666	112,858	120,748	128,320	131,362
25	96,008	115,680	123,767	131,527	134,646
26	98,408	118,572	126,861	134,816	138,013
27	100,868	121,536	130,033	138,186	141,463
28	103,390	124,574	133,283	141,641	144,999
29	105,974	127,689	136,615	145,182	148,624
30	108,624	130,881	140,031	148,811	152,340
					<b>MA+45</b>
					135,159
					138,538
					142,002
					145,552

*Handwritten initials/signatures*

Nurse Schedule	
1	43620
2	44710
3	45828
4	46974
5	48148
6	49352
7	50586
8	51850
9	53147
10	54475
11	55837
12	57233
13	58664
14	60131
15	61634

*LA*

*FEA*

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*

TA Schedule	
1	35629
2	36520
3	37433
4	38368
5	39328
6	40311
7	41319
8	42352
9	43410
10	44496
11	45608
12	46748
13	47917
14	49115
15	50343

2018-19

SALARY SCHEDULE FOR TEACHERS

1%	<u>BA</u>	<u>MA/BA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>PHD</u>
1	51,065	61,528	65,829	69,957	71,616
2	52,597	63,374	67,804	72,056	73,764
3	54,175	65,888	70,495	74,217	75,977
4	55,800	67,866	71,933	76,444	78,257
5	57,474	69,901	74,091	78,737	81,362
6	59,198	71,328	76,314	81,099	83,803
7	60,974	73,467	79,343	83,532	85,513
8	62,803	76,383	80,962	86,038	88,079
9	64,687	77,942	83,391	88,620	90,721
10	66,628	80,280	85,892	91,278	93,443
11	68,627	82,688	88,469	94,887	96,246
12	70,342	84,756	90,681	96,367	98,652
13	72,101	86,874	92,948	98,776	101,574
14	73,903	89,046	95,272	101,701	103,646
15	75,751	91,272	97,653	103,777	106,237
16	77,645	93,554	100,095	106,371	108,893
17	79,586	95,893	102,597	109,030	111,616
18	81,576	98,733	105,162	111,756	114,406
19	83,615	101,392	107,791	114,550	117,266
20	85,705	103,266	110,486	117,414	120,738
21	87,848	105,848	113,248	120,349	123,203
22	90,044	108,494	116,079	123,357	126,283
23	92,295	111,207	118,981	126,442	129,440
24	94,603	113,987	121,956	129,603	132,676
25	96,968	116,836	125,004	132,843	135,993
26	99,392	119,757	128,130	136,164	139,393
27	101,877	122,751	131,333	139,568	142,877
28	104,424	125,820	134,616	143,057	146,449
29	107,034	128,966	137,982	146,634	150,111
30	109,710	132,190	141,431	150,299	153,863
				<b>MA+45</b>	<b>136,511</b>
					<b>139,924</b>
					<b>143,422</b>
					<b>147,007</b>

Nurse Schedule	
1	44,056
2	45,158
3	46,287
4	47,444
5	48,630
6	49,846
7	51,092
8	52,369
9	53,678
10	55,020
11	56,396
12	57,806
13	59,251
14	60,732
15	62,250

TA Schedule	
1	35,985
2	36,885
3	37,807
4	38,752
5	39,721
6	40,714
7	41,732
8	42,775
9	43,844
10	44,941
11	46,064
12	47,216
13	48,396
14	49,606
15	50,846

*(Handwritten signatures and initials)*

*(Handwritten initials)*

2019-20

SALARY SCHEDULE FOR TEACHERS

1%	<u>BA</u>	<u>MA/BA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>PHD</u>
1	51,575	62,143	66,488	70,657	72,332
2	53,123	64,007	68,482	72,776	74,502
3	54,716	66,547	71,200	74,960	76,737
4	56,358	68,545	72,653	77,208	79,039
5	58,049	70,600	74,832	79,525	82,175
6	59,790	72,041	77,077	81,910	84,641
7	61,584	74,202	80,136	84,368	86,368
8	63,431	77,147	81,771	86,899	88,959
9	65,334	78,721	84,224	89,506	91,628
10	67,294	81,083	86,751	92,191	94,377
11	69,313	83,515	89,354	95,836	97,208
12	71,046	85,603	91,588	97,331	99,638
13	72,822	87,743	93,877	99,764	102,589
14	74,642	89,937	96,224	102,718	104,683
15	76,509	92,185	98,630	104,814	107,300
16	78,421	94,490	101,096	107,435	109,982
17	80,382	96,852	103,623	110,121	112,732
18	82,391	99,720	106,214	112,874	115,550
19	84,451	102,406	108,869	115,695	118,439
20	86,562	104,299	111,591	118,588	121,946
21	88,726	106,907	114,381	121,552	124,435
22	90,945	109,579	117,240	124,591	127,546
23	93,218	112,319	120,171	127,706	130,734
24	95,549	115,127	123,175	130,899	134,003
25	97,937	118,005	126,255	134,171	137,353
26	100,386	120,955	129,411	137,525	140,787
27	102,895	123,979	132,646	140,964	144,306
28	105,468	127,078	135,962	144,488	147,914
29	108,105	130,255	139,361	148,100	151,612
30	110,807	133,512	142,845	151,802	155,402
					<b>MA+45</b>
					141,323
					144,856
					148,477

Nurse Schedule	
1	44,497
2	45,609
3	46,749
4	47,918
5	49,116
6	50,344
7	51,603
8	52,893
9	54,215
10	55,570
11	56,960
12	58,384
13	59,843
14	61,339
15	62,873

TA Schedule	
1	36,345
2	37,254
3	38,185
4	39,140
5	40,118
6	41,121
7	42,149
8	43,203
9	44,283
10	45,390
11	46,525
12	47,688
13	48,880
14	50,102
15	51,355

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Handwritten initials]*

2020-21

SALARY SCHEDULE FOR TEACHERS

1%	<u>BA</u>	<u>MA/BA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>PHD</u>
1	52,091	62,765	71,152	71,363	73,055
2	53,654	64,648	69,167	73,504	75,247
3	55,263	67,213	71,912	75,709	77,504
4	56,921	69,230	73,379	77,980	79,830
5	58,629	71,306	75,581	80,320	82,997
6	60,388	72,761	77,848	82,730	85,487
7	62,200	74,944	80,937	85,211	87,232
8	64,065	77,919	82,589	87,768	89,849
9	65,987	79,508	85,067	90,401	92,544
10	67,967	81,894	87,619	93,113	95,321
11	70,006	84,350	90,247	96,795	98,180
12	71,756	86,459	92,503	98,304	100,635
13	73,550	88,621	94,816	100,761	103,615
14	75,389	90,836	97,186	103,745	105,730
15	77,274	93,107	99,616	105,862	108,373
16	79,205	95,435	102,107	108,509	111,082
17	81,186	97,821	104,659	111,222	113,859
18	83,215	100,717	107,276	114,002	116,706
19	85,296	103,430	109,958	116,852	119,623
20	87,428	105,342	112,707	119,774	123,165
21	89,614	107,976	115,525	122,768	125,679
22	91,854	110,675	118,412	125,837	128,821
23	94,150	113,442	121,373	128,983	132,042
24	96,504	116,278	124,407	132,208	135,343
25	98,917	119,185	127,517	135,513	138,726
26	101,390	122,164	130,705	138,901	142,194
27	103,924	125,219	133,973	142,373	145,749
28	106,523	128,349	137,322	145,933	149,393
29	109,186	131,558	140,755	149,581	153,128
30	111,915	134,847	144,274	153,320	156,956
				<b>MA+45</b>	146,305
					149,962

Nurse Schedule	
1	44,942
2	46,065
3	47,217
4	48,397
5	49,607
6	50,847
7	52,119
8	53,422
9	54,757
10	56,126
11	57,529
12	58,967
13	60,442
14	61,953
15	63,501

TA Schedule	
1	36,708
2	37,626
3	38,567
4	39,531
5	40,519
6	41,532
7	42,571
8	43,635
9	44,726
10	45,844
11	46,990
12	48,165
13	49,369
14	50,603
15	51,868