

AGREEMENT

BETWEEN THE

ELWOOD PUBLIC SCHOOLS

AND THE

ELWOOD TEACHERS' ALLIANCE

JULY 1, 2017 TO JUNE 30, 2022

APPENDIX OF SCHEDULES

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This AGREEMENT is made and entered into this ___ day of August, 2017, by and between the BOARD OF EDUCATION OF ELWOOD UNION FREE SCHOOL DISTRICT, TOWN OF HUNTINGTON, SUFFOLK COUNTY, NEW YORK ("Board"), and the ELWOOD TEACHERS' ALLIANCE ("Alliance"), for and on behalf of itself and the employees, now or hereafter employed in the bargaining unit, as set forth in Article IA below.

The Board and the Alliance have collectively negotiated the terms and conditions of employment for the period July 1, 2017 through June 30, 2022, and have concluded a final agreement therefore, as follows:

ARTICLE I- RECOGNITION

A. Pursuant to the certification issued by the Public Employment Relations Board on March 24, 1972, the Board of Education of Elwood Union Free School District, Elwood, New York, recognizes the Elwood Teachers' Alliance, Local 1609, American Federation of Teachers as the exclusive representative concerning salaries, hours and terms and conditions of employment for all members of the staff whose position requires certification as teachers, including guidance counselors, psychologists, and social workers; excluding (1) the Superintendent; (2) Assistant Superintendents; (3) the immediate members of the Superintendent's professional staff; (4) all Elementary and Secondary School Principals and Assistant Principals; and (5) Administrative Assistants. Said recognition shall remain in effect for the duration of this agreement as provided for in Section 208 of the Public Employees Fair Employment Act.

B. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Alliance in the bargaining unit as defined above.

C. The Board agrees not to negotiate with any other employee organization except as provided by law for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted in accordance with Article XXVII of this Agreement.

D. Nothing contained herein shall be construed to restrict or deny any employee any rights granted by law or to limit obligations imposed under any law.

ARTICLE II - TEACHER AND ALLIANCE RIGHTS AND RESPONSIBILITIES

A. Pursuant to the Public Employees' Fair Employment Act of 1967, the Board hereby agrees that every teacher employed by the Board shall have the right freely to join and support the Alliance for the purpose of engaging in collective negotiations and other lawful activities. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act, or any laws of New York or the Constitutions of New York and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reason of his/her membership in the Alliance, participation in any activities of

the Alliance or collective professional negotiations with the Board, or institution of any grievance, complaints, or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the Public Employment Relations Board or a mediator from such agency.

C. The Alliance shall have the right to reasonable use of school buildings for professional meetings during times when the building is staffed by the custodial staff.

D. The Board agrees to make available upon request of the duly designated Alliance representative, all public information concerning the fiscal resources of the district, tentative budgetary requirements and allocations of all information dealing with conditions of employment as set forth in the Public Employees Act of 1967.

E. The Board agrees to fully disclose to the Alliance the budgets of each school building as they relate to equipment, supplies and programs.

F. When it is necessary for the President of the Alliance, or the President's designee, to engage in Alliance activities directly relating to the Alliance's duties as representative of the teachers which cannot be performed other than school hours, upon notification of the Building Principal and with the approval of the Superintendent, or designated representative, upon reasonable notice, the president or designee shall be given such reasonable time necessary to perform any such activities without loss of pay or any other penalty. Examples of the above duties are teacher attendance at organization conventions, legislative meetings and participation as retirement delegate and at professional meetings.

G. The Alliance shall be given an opportunity at building faculty meetings to present brief announcements.

H. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

I. The Board and the Alliance realize that the President and the Secretary-Treasurer of the Alliance are often required by the nature of their positions to spend a considerable amount of time during the year in matters that are not related to teachers, but to the general cause of education within the District. In consideration of this:

1. If the President of the Alliance is either a guidance counselor or a secondary school classroom teacher, the president will be relieved of two-fifths (2/5) of student load or classroom teaching assignments, respectively, by administrative accommodations or some other method. Wherever possible, efforts will be made to achieve morning teaching assignments for the President of the Alliance. In the event that the Alliance President is other than a guidance counselor or secondary school classroom teacher, the parties will meet to develop a system for equivalent release time which minimizes the impact of such release time on the educational program and on students in particular. The past practice, whenever it has been possible, of the President or Secretary-Treasurer, if a high school or middle school teacher, not being assigned a duty period or a home room, shall continue.

2. If the Secretary-Treasurer is a teacher in the elementary grades, the Principal(s) of the school(s) in which the Secretary-Treasurer teaches shall make every effort to keep the work load at a minimum.

3. The Administration will make every effort to work with the President and Secretary-Treasurer to arrange teaching schedules that will accommodate their responsibilities as officers of the Alliance.

J. Except for late developments, the concerned building faculty representative may submit to the building principal, at least twenty-four (24) hours in advance, items which will be included on the agenda of a building faculty meeting.

K. The September Orientation Day Schedule will provide for an Alliance luncheon.

L. The Board agrees that prior to establishing a summer school program it will meet with the Alliance to negotiate a summer school salary schedule.

M. Summer school positions, including Driver Education positions, shall first be offered to teachers in the bargaining unit on the basis of seniority and ability to perform before being offered to teachers outside the unit.

N. The Board shall solicit the views of teachers from within the building concerned when it is engaged in the process of selecting a new building administrator.

O. The Board agrees to make available exclusively to the Alliance the addresses and telephone numbers of all members of the bargaining unit.

P. Dues Deduction:

1. The Board agrees to deduct from the salaries of the teachers, dues for the Elwood Teachers' Alliance, as said teachers individually and voluntarily authorize the Board to deduct and to transmit such monies to the Alliance. Teacher authorization shall be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number

Last Name

First

Middle

District Name

Union

To The Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above association, to deduct from my salary and transmit to said association, dues as certified by said association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authorization shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing between September 1 and September 15 of any given year.

Member Signature

Date

2. The Alliance will certify to the Board in writing the current rate of membership dues named in Section A above. The Alliance will give the Board thirty (30) days' written notice prior to the effective date of any such change.

3. Deductions shall commence with the first pay period after the start of the school year as agreed to by the parties and shall continue for twenty pay periods. Dues shall be deducted in twenty equal payments. For those teachers who submit deduction authorization forms after dues deductions have commenced, dues shall be taken out of each of the remaining twenty checks in the same amount as is deducted from teachers who have dues deducted over the full twenty periods.

4. No later than September 30th of each year the Board will provide the Alliance with a list of those employees who have voluntarily authorized the Board to deduct dues pursuant to subsection P-1 above.

5. The Board agrees that it will not accord dues deduction or similar check-off rights to any other teacher organization.

Q. Credit Union Deduction:

The Board agrees to deduct from the salaries of the Teachers an amount of money to be deposited with the Teachers' Credit Union using direct deposit. Such deductions shall be made from the salaries of those teachers who individually and voluntarily authorize the Board in writing, on a form submitted by the Alliance, to deduct and transmit such monies to the Credit Union. The administrative procedures to be followed in implementing this proviso shall be mutually agreed upon between the Board and the Alliance, using subparagraph P(3) of this Article as a guideline.

R. VOTE/COPE

Teachers will be allowed to contribute to VOTE/COPE using payroll deduction. Only one election per year will be allowed.

S. No Strike:

Neither the Alliance nor any employee covered by this Agreement shall engage in a strike (within the meaning of the Taylor Law) and neither the Alliance nor any employee covered by this Agreement shall cause, instigate, encourage or condone a strike.

T. Agency Shop Fee:

The Elwood Board of Education does hereby agree that no later than fifteen days after the effective date of employment, each employee who is not a member of the Alliance will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Elwood Teachers' Alliance on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used toward expenditures by the organization in and of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Any teacher from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with Alliance appeal procedures contained in a separate Alliance document governing such appeals. The Alliance shall indemnify the Board for any successful monetary claim against it by any teacher which may arise out of or by reason of the Board's compliance with any of the provisions of this Article II, subparagraph T. Such indemnity shall be limited to the actual monetary amount which any teacher may successfully establish was deducted by the District and transmitted to the Alliance, and thereafter improperly expended by the Alliance in activities or causes of a political or ideological nature only incidentally related to terms and provisions of employment. Court costs and legal fees are specifically excluded from this indemnity.

The Elwood Teachers' Alliance shall supply the Board with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

U. The District will provide a biweekly payroll deduction for all benefits arising under the NYSUT Benefit Trust, upon request of any unit employee, provided it is feasible within the constraints of the District's existing computer payroll system to make such deduction, and provided that no deductions are sought for contributions of a political nature. The Alliance agrees to provide the District with documentation regarding benefits under the NYSUT Benefit Trust.

V. A teacher shall have the right to bring a representative from the Alliance to any meeting with Administration that the teacher deems to be adversarial in nature.

ARTICLE III - BOARD AND ADMINISTRATION RIGHTS AND RESPONSIBILITIES

A. There is reserved exclusively to the Board all responsibilities, powers, rights and authority expressly or impliedly vested in it by the laws and Constitution of New York.

B. The Alliance recognizes that the Board is the policy-making, evaluative body, charged with the responsibility to interpret the educational needs and desires of the community and to translate them into policies and programs. The Alliance recognizes that the Board, as the elected representative of the people of Elwood, retains the right to establish and enforce, in accordance with the Agreement and its authority under law, reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions. This is to include, among other things, the management and control of school properties and facilities; grades and courses of instruction; athletic and recreational programs; methods of instruction, materials used for instruction; and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The Board agrees that where appropriate to do so, it will encourage teacher participation in the aforementioned areas of responsibility.

C. The Alliance specifically recognizes the right of the Board to invoke the assistance of the Public Employment Relations Board or a mediator from such agency.

D. Teachers leaving for any reason during the school year of each year of the contract will be replaced for the balance of that school year as quickly as possible.

E. The Superintendent and representatives of the Executive Board of the Alliance shall meet regularly on at least a monthly basis to discuss matters relating to the implementation of this Agreement and other matters of mutual concern. If the Superintendent is not available, he/she shall designate his representative, or if the Alliance prefers, the meeting shall be rescheduled for the earliest date on which the Superintendent is available.

F. The Principal of each school shall meet at least once a week with the Alliance Building Committee at the request of either party to discuss school operations and questions relating to the implementation of this Agreement, and any other matters of mutual concern.

G. The Board agrees where classes are being considered for elimination, the Building Principal will discuss the situation with the teachers of the concerned departments before any decision is made to eliminate any classes.

H. The Board and Administration agree that students shall be encouraged to take advantage of all elective courses offered in our schools. The Administration shall continue to establish policies to this end, including the publication of elective course offerings and the allowance for teachers to participate in presentations to students.

I. The Board will supply to all teachers, at no cost, a directory of all educational personnel in the Elwood Public Schools as of September 15 of each year, including teachers and administrators, building and central office secretaries, and members of the Board of Education.

J. The Board agrees that prior to reaching any decisions on staff cutback, which would adversely affect current teacher-pupil ratio, the Board will discuss the problem and any proposed solutions thereto with the Alliance.

ARTICLE IV - TEACHING HOURS AND UNASSIGNED TIME

A. No elementary teacher shall be required to remain at his/her assigned place of duty more than six (6) hours and thirty (30) minutes beyond the time scheduled to report for duty except as scheduled below. No middle school teacher shall be required to remain more than seven (7) hours beyond the time scheduled to report for duty except as scheduled below. No high school teacher shall be required to remain more than seven hours, twenty minutes (7:20) beyond the time scheduled to report for duty except as scheduled below.

The work day for all elementary teachers assigned to the Harley Avenue and James H. Boyd Schools shall be 6 hours, 30 minutes, and the student day shall be 6 hours and 20 minutes. The work day for all teachers assigned to the middle school shall be 7 hours and the student day shall be 6 hours, 43 minutes. The work day for all teachers assigned to the high school shall be 7 hours, 20 minutes and the student day shall be 7 hours, 10 minutes.

B. Building Faculty Meetings - shall not be scheduled more often than once a week except in emergencies.

C. Department Meetings - no more than two regularly scheduled meetings per month.

D. No appointments with parents shall be scheduled for teachers without their prior consent, except in case of emergency. Elementary (grades 1-6) parent-teacher conferences shall consist of three one-half days of conferences, one of which shall be in the evening and two of which shall be in the afternoon (on the day of the evening conference, teachers shall be in attendance for half a day). These conferences shall be held on two days during the months of October-November and one day during the months of March-April, kindergarten as per past practice. At all times this provision shall be in accordance with the regulations of the New York State Education Department.

E. Teacher participation in administratively approved extra-curricular activities shall be voluntary and fully compensated in accordance with approved schedules.

F. All elementary teachers shall be entitled to a daily duty free lunch period of not less than forty (40) consecutive minutes and a daily period of equal length for preparation.

G. All secondary teachers shall be entitled to a daily duty free lunch period of forty (40) minutes plus one of equal length for preparation, except under abnormal scheduling.

H. The starting time for each school shall be set and staff notified by June 1st.

I. In the month of June during three school days, the elementary school shall have no students in attendance after 12 noon. This time will be used by teachers in completing their necessary professional responsibilities. Regular academic and special class schedules will be conducted through the last day of school. (Exception to this is library book circulation due to required inventory.)

J. Professional Conferences:

1. Teachers who receive approval from their Building Principals and the Superintendent to attend professional conferences will be reimbursed for their expenses in attending. The amount of reimbursement shall be agreed upon prior to the conference.

2. If the Administration requests that a teacher attend a conference, the District shall reimburse the teacher for all appropriate expenses.

K. There shall be no increase for teachers in types or duration of non-professional duty assignments not heretofore performed by teachers as a result of reassignment or reduction of teacher aides.

L. Conferences concerning observations shall be conducted during the regular school day except in an emergency.

M. Upon the approval of the Building Principal, school libraries may be closed one-half day per month for the purpose of inventory, processing books and other work that may be necessary.

ARTICLE V - TEACHER SCHEDULES AND ASSIGNMENTS

A. Teachers shall be notified by their Building Administrator of their tentative programs for the coming school year including the schools to which they will be assigned, the grades or level and/or subjects that they will teach, as soon as possible. This shall be no later than June 1st for all teachers. Upon request, a teacher may have this notification in writing. For the purpose of this Article, "tentative" shall mean final except for emergency.

B. The Board shall make available exclusively to the Alliance a copy of the Master Schedule of each school for the following year on or before June 1st.

C. To assure that pupils are taught by teachers working within their areas of competence, every effort will be made not to assign teachers outside the scope of their teaching certificates.

D. Where the District has made efforts to secure a substitute during a regularly appointed teacher's absence and has been unsuccessful in doing so, teachers in the affected school may be asked to volunteer to provide instruction during their preparation period. Part-time teachers shall be given the first opportunity to substitute on a voluntary basis. Teachers who volunteer to provide coverage will be paid \$35 per class period. If the per diem substitute rate

should increase to a point which divided by five (5), then multiplied by a factor of 1.2 exceeds the \$35 per period, then the higher rate will apply. If there are insufficient volunteers to provide teaching coverage, the District will then be free to assign teachers to provide instructional coverage during their preparation period. Such assignment on a non-voluntary basis, however, may not occur more frequently than once per Monday - Friday work week for each teacher.

E. The assigned weekly teaching loads in the secondary schools will be 25 teaching periods. Teachers will be available for student supervision, consultation and small group or individual assistance for five (5) class periods per week (but not for any additional regularly scheduled class). Except for emergencies and as otherwise provided herein, every effort will be made to avoid the assignment of a sixth regular teaching period to a member of the staff, by making use of part-time teachers.

Exceptions: In cases where the total student load of the teacher, due to a specialized situation (special education and reading), is lower than the load of other teachers, five (5) additional weekly scheduled classes may be assigned in place of tutorial work as mentioned above. The foregoing shall not be applicable to special education teachers at the middle and high schools effective October 1, 1990.

F. In the event that, as a result of student scheduling needs, there are class sections in a given department that cannot be filled by assignment to full time staff members, and where there are no part time staff members available for such assignments, and where the Districts seeks but receives no volunteers from existing full time staff to teach a sixth period to cover such class or classes, then the District shall have the right to assign a sixth period of teaching (per day) to a unit member whose normal work day consists of five periods of teaching per day. Such secondary unit member shall be compensated at the rate of an additional 20% of his/her salary for such an additional assignment for the period of such assignment, and shall further have no duty for the duration of such assignment.

The District's right to assign a sixth teaching period as described herein shall be further subject to the following conditions:

1. No such assignment shall be made until the District has exercised all due diligence, including advertising, to secure the services of a qualified and certified part time teacher to teach the class or classes. If the District is unable to secure the services of such a part time teacher by August 15 for the fall semester or January 15 for the spring semester, it may then assign a sixth period in accord with the herein provisions.

2. Sixth period assignments made hereunder shall be equitably rotated, subject to certification, tenure area and instructional needs.

3. Notwithstanding all of the other provisions herein, under no circumstances shall a teacher be assigned a sixth period until after three (3) full years have elapsed since his/her last such assignment.

4. No untenured teachers shall be assigned a sixth period.

G. Wherever scheduling permits, secondary teachers shall not be assigned more than three consecutive classes nor five consecutive classes and duty assignments.

H. Except as specifically provided for elsewhere in this Agreement, changes from teacher loads and assignments shall not be authorized without prior consultation with the teachers concerned.

I. 1. Part-time positions will be combined to form full-time positions, if possible.

2. Notwithstanding the above, the District shall be permitted to employ one part time teacher in each school within each of the following tenure areas: art, music, physical education, library/media.

3. If a part-time teacher employed under subsection 2 above is appointed to two positions over two complete consecutive school years equaling a total of 1.5 FTE or more, and staffing for the subsequent year projects a position for said staff member of 0.75 FTE or higher, said staff member will be given a regular probationary appointment, subject to law. The affected staff member shall receive one year of credit toward fulfillment of the probationary period as a result of the aforementioned part-time service.

4. The foregoing subsections 1, 2 and 3 shall be administered in a reasonable manner. Any claimed breach hereof may be submitted by the union immediately to expedited arbitration utilizing the arbitration clause of this agreement and submitted at the arbitration stage.

J. Secondary school teachers will not be required to teach more than two (2) subjects nor will they be required to undertake more than three (3) preparations at any one time on a continuing basis except in cases of mutual agreement between the Teacher and Building Administrator. In specialized area departments such as Foreign Language, Business/Marketing, Technology, Home Economics, Physical Education, Developmental Skills and Special Education, where the range of offering and teacher availability may make this policy unworkable, the above statement does not apply.

K. Register of Attendance Reports: Pupil attendance procedures shall be in accordance with applicable law and the regulations of the New York State Education Department. The teachers agree to continue to record the basic attendance data for each individual pupil. The Alliance recognizes the basic attendance record is a legal document and that current practice and procedure will continue with regard to both the role of the teacher and the attendance clerk in protecting the accuracy of the record.

L. Inter-School Teacher Programs: In arranging schedules for teachers who are assigned to more than one school during a school day, the Superintendent shall make an effort to limit the amount of inter-school travel. Such teachers shall be assigned no more than five (5) classes per day with no extra duty whenever possible.

M. A conscientious effort will be made in scheduling to permit teachers to remain in the same assigned room.

N. Assignment of faculty to supervisory duties in corridor, cafeterias, study hall, playgrounds, etc. shall be worked out by the Building Principals and the involved building faculties prior to the start of the school year.

O. Except for unusual circumstances, librarians shall not be assigned supervisory duties which are not related to the library program in their own schools.

P. The Alliance recognizes the important influence which staff members have with residents of the community and in order to maintain and strengthen these ties, each staff member shall attend the annual "Back to School Night" program.

Q. High School courses for high school students may only be taught by members of the bargaining unit, except as indicated in Article XXIX(A). College courses must also be taught by members of the unit if they are for high school credit.

R. Special Education Teachers will receive the equivalent of two (2) days of released time to prepare I.E.P's and/or annual reviews.

S. Guidance counselors shall work one additional evening during the school year as assigned by the administration, in addition to "Back to School Night" referred to in Paragraph "P" above. The District shall have the option to require guidance counselors to work two (2) evenings in addition to the foregoing. The administration shall remunerate such services by granting the guidance counselor compensatory time off at the rate of one evening being the equivalent of one half day of work. Alternatively, the administration may remunerate such additional services at the rate of 1/400th of salary for each additional evening assignment.

T. Unit members shall provide extra help to students requesting same. Said extra help shall be reasonably scheduled by the teacher at times that a student can avail him/herself of such assistance, such times to be during the school day or immediately adjacent to the start/end of the school day, on days school is in session. In addition, unit members at the secondary level shall be required to post and distribute an extra help schedule at the onset of the school year.

ARTICLE VI - CLASS SIZE AND COMPOSITION

A. The Board and Alliance accept the education principles that:

1. Small classes generally offer more opportunity for teachers to know their students better.

2. Small classes are more likely to see teachers using a greater variety of instructional materials and methods than are larger classes.

3. Experimentation, innovation, and invention are more likely to occur in smaller classes than in larger ones.

B. It shall be the policy of the Board of Education to continue endorsement of class sizes which are consistent with the above principles and good education practices. The Board and Alliance agree that there shall be mutual consultation and discussion in resolving any

problems that may arise in implementing the above policy. In keeping with the above, it is recommended that class size should be as follows:

ELEMENTARY: K-1 22-26
 2-6 24-28

SECONDARY: The District shall endeavor, insofar as may be practicable, to adhere to a class size maximum of 29 students for all secondary (7-12) subjects, Physical Education and Music excepted. It is agreed and understood, however, that this number represents a guideline which, if exceeded for any reason, shall in no event be subject to grievance procedures or otherwise require the District to create an additional class section.

For Elementary and Secondary:

In order to stay within the above philosophy of class size, it is agreed that initial class structure will be such as to allow for growth within these limits. Special subjects will be scheduled as per the following considerations:

1. Safety
2. Student stations
3. Type of group
4. Purpose of class
5. Age and grade level
6. Degree of individualization need (facilities available)

Exceptions:

It may be necessary to alter the limits of class size for extra-ordinary or educational reasons such as:

1. Safety
2. Experimental classes
3. Restricted size and availability of classroom
4. Initiation of new course offerings
5. Completion of a sequence
6. Multiple instructional techniques
7. Unforeseen in-migration of pupils
8. Classes for those at either extreme of intelligence or ability scales
9. Other educational considerations which might conceivably outweigh a deviation of one or two pupils in terms of class size

C. Class size in Industrial Arts and Physical Education shall be set with due regard for health and safety conditions.

ARTICLE VII - TRANSFERS; PROMOTIONS; VACANCIES; SENIORITY

A. Promotions:

1. All openings for promotional positions and for new positions paying salary differentials shall be adequately publicized in every school in the District. All qualified teachers shall be given an adequate opportunity to make application for such positions.

2. In filling such vacancies, the Board agrees to consider the length of service in the District. The Board declares its support of a policy of promotion from within its own teaching staff whenever possible.

B. Transfers and Vacancies:

The Board and Alliance recognize that teacher transfers and reassignments may be disruptive of the educational process and optimum teacher performance, unless there are procedures which assure fairness and guarantee full consideration of the individual interest of teachers as well as the overall interests of school administration. Therefore they agree as follows:

1. During the school year, lists of teaching vacancies and/or new teaching positions created for the next school year shall be made available through the District Office to all teachers. In filling such positions, preference shall be given to presently employed teachers and their length of service.

2. When transfer or reassignment of teachers in a school or grade is necessary, all volunteers shall be given consideration and preference. The best interest of the individual and the School District will be of prime concern.

3. The Alliance recognizes occasions may arise when teachers must be transferred involuntarily. All teachers who are to be transferred involuntarily shall be notified by May 1, except in case of emergency.

4. Involuntary transfers shall be made on the basis of inverse seniority (the person with the least seniority is the person transferred) except for transfers for incompatibility and those resulting from teacher layoff(s).

C. Seniority

Seniority, for the purpose of transfer, is to be defined as time within the District. Where seniority within the District is irrelevant, time within the school shall control.

The District shall provide to the Alliance by October 15 each year, a seniority list of all teachers in the unit. Such list will be reviewable by the Alliance for errors and corrections and in the event of a dispute may be grieved.

Pursuant to Section 2510 of the State Education Law, it is agreed as follows:

1. If the Board of Education abolishes an office or position and creates another office or position for the performance of duties similar to those performed in the office or position abolished, the person filling such office or position at the time of its abolishment shall be appointed to the office or position thus created without reduction in salary or increment, provided the record of such person has been one of faithful, competent service in the office or position he has filled.

2. Whenever the Board of Education abolishes a position under this section, the services of the teacher having the least seniority in the system within the tenure of the position abolished shall be discontinued.

3. If an office or position is abolished or if it is consolidated with another position without creating a new position, the person filling such position at the time of its abolishment or consolidation shall be placed on a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in an office or position similar to the one which such person filled without reduction in salary or increment, provided the record of such person has been one of faithful, competent service in the office or position he has filled. The persons on such preferred list shall be reinstated or appointed to such vacancies in such corresponding or similar positions in the order of their length of service in the system at any time within seven years from the date of the abolition or consolidation of such office or position.

D. Excessed Teacher Rights

1. Excessed tenure teachers on the Recall List shall be offered the option to continue all medical, dental and group life benefits if the carrier approves. The continuation shall be at the group rate and at the teacher's expense.

2. In no event shall an excessed teacher be given consideration above that guaranteed under 2510 of the State Education Law.

3. Vacancies that occur within district will be published immediately. In addition, projected layoffs caused by declining enrollment will be determined as soon as possible and the parties affected notified of future status.

4. Teachers who are laid off will receive salary credit for sick leave on a one for three basis. In the event that a laid-off teacher is rehired, such teacher has the option of maintaining his/her prior accumulation of sick days by paying back to the District the amount of money received for those sick days within thirty (30) days of return to service.

ARTICLE VIII - TEACHER AIDES; CLERICAL HELP

A. It is recognized that the time of teachers should be utilized for professional teaching activity and that non-teaching duties shall be eliminated whenever possible.

B. Clerical help and office machines in the school buildings shall be available to teachers for school purposes subject to the discretion of the principal.

ARTICLE IX - TEACHER FACILITIES

A. Each school shall have the following facilities:

1. Space in each school in which teachers may safely store personal belongings, instructional materials and supplies.

2. Well-lighted and clean teacher rest rooms with supplies of the highest quality.

3. A separate desk with lockable drawer space for every full-time elementary teacher in the system. A desk for every two teachers on the secondary level.

4. Adequate chalk board and bulletin board space in every classroom.

5. Copies exclusively for teachers' use of all texts, teacher's editions and manuals, used in each of the courses he/she is to teach.

6. Adequate grade books, paper, pencils, pens, chalk, erasers, and other subject materials required in daily teaching responsibility. Where available within a building, additional instructional supplies will be provided to a teacher upon his/her request.

7. Each school will have fully equipped art and music rooms wherever space permits.

8. Teachers will have free access to curriculum materials in each school library.

B. Insofar as reasonably practicable and expeditiously as possible, each school will be provided with the following:

1. A teacher work area containing adequate equipment and supplies to aid in preparation of instructional materials.

2. An appropriately furnished room to be used as a faculty lounge. This room shall be in addition to the aforementioned work area. Furniture that is broken or removed shall be repaired or replaced. The faculty lounge will be air conditioned.

3. An adequate eating area, separate from the students. Specific effort will be made to offer choice quality foods which will meet dietary requirements.

C. All faculty room windows will be screened at all times, excepting fire window exits, and faculty rooms will be equipped with a refrigerator and microwave oven.

D. Telephones shall be available and reasonably accessible at no private expense to teachers for school related matters. Such telephones will be located so that privacy of conversation is assured.

E. Any unsafe conditions reported to the Building Administration will be corrected as soon as possible.

ARTICLE X - SCHOOL YEAR

A. The school year is construed to begin September 1, and to close June 30, with pre-opening staff meetings and other orientation procedures as part of the regular school year. The teachers shall be excused in June following the last day of the register period session if all duties have been completed in a satisfactory manner. Permission to leave prior to school closing will not be granted for any reason, except in specific instances permission will be granted to attend summer institutes that start before school closes.

Teachers planning to apply for institutes that start before schools close should discuss this matter with their Building Principal to determine the feasibility of leaving early. Permission will only be granted upon written request prior to May 15, and approval by the Building Principal and Superintendent.

B. The school year shall consist of 184 days. In the event of emergency closing, the first three (3) school days shall not be made up.

ARTICLE XI - INCLEMENT WEATHER

When schools are to be closed due to inclement weather, an attempt will be made to notify teachers through the following methods:

A. A telephone chain list will be established by the administration within each building.

B. Employees may call the District emergency closing phone number after 6 A.M. (266-5400).

Every effort shall be made by the Superintendent to reach a decision two (2) hours before the beginning of the school day.

C. School Calendar Changes

1. When an unforeseen change to the adopted school calendar occurs after teachers' first work day of the applicable school year and prior to teachers' last work day of the applicable school year, teachers will be permitted to utilize personal day(s), or if the teacher does not have any remaining

personal days, unpaid leave day(s) for work day absences resulting from the change to the school calendar, subject to the following conditions:

2. A teacher's plans must have been made prior to the date of the qualifying event causing the calendar change, and the teacher must demonstrate that financial loss will occur from the cancellation and/or modification of those plans. Unit members must make every effort to cancel or reschedule prearranged plans to minimize or eliminate financial loss. The unit member must submit satisfactory documentary proof of his/her plans and financial loss associated therewith to the Superintendent no later than thirty (30) working days from the date of the calendar change. The District reserves the right to verify the documentation.
3. Upon timely submission of the above documentation, the unit member may request, in writing, the use of remaining personal day(s) standing to his/her credit during the rescheduled period. The Superintendent, or his/her designee, will in writing determine whether the unit member shall be allowed to utilize personal day(s) standing to his/her credit for absences resulting from the calendar change. Requests shall not be unreasonably denied.
4. If the unit member does not have any remaining personal days standing to the employee's credit, he/she may request the ability to take the days as unpaid leave, which shall be determined by the Superintendent or his/her designee as set forth above. If approved, the unit member's salary will be reduced by 1/200 for each day of absence during this period, and the days on which a unit member utilizes such unpaid leave will not count towards seniority.

ARTICLE XII - SICK LEAVE POLICY

A. Sick leave shall be granted on the basis of twelve (12) days per year with unlimited accumulation. Newly hired teachers in their first year of employment, however, shall be granted ten (10) days per year, accruable at the rate of one (1) day per month, with unlimited accumulation. Commencing with the second year of employment and thereafter, however, such new teachers shall be granted twelve (12) days per year.

A new teacher in the first year of employment may use sick days in excess of the one day per month accrual, provided that the teacher has executed an authorization to the District to deduct any such days used in excess of accrued days from the teacher's final paycheck in the event of termination of employment before the year ends.

B. During the teacher's extended illness, the Board of Education will require periodic medical reports.

C. After five years on the staff, teachers will be automatically notified of their accumulated number of unused sick days. All teachers will be promptly advised of their accumulated number of unused sick days upon requesting this information from the human resources office.

D. Catastrophic Illness Protection Plan. It is the desire of the District to provide adequate and appropriate sick leave should any teacher become subject to extended illness or long term disability.

All teachers who from accident or illness become disabled will be covered by a 66 2/3% salary policy which will take effect at the expiration of their unused sick leave or ninety calendar days from the onset of the condition, whichever period is longer.

Therefore, the disabled teacher will receive full pay for the entire period of the teacher's available accumulated sick leave or ninety calendar days, whichever is longer and the 66 2/3% salary policy will go into effect thereafter.

In the event of an involuntary leave from work due to a severe illness or accident requiring prolonged hospitalization or recovery that does not qualify for the catastrophic illness protection plan set forth above, which occurs during the school year, and from which the member is expected to return to work upon recovery from their illness or accident, a teacher may borrow from future sick leave up to a period of thirty (30) days per school year, to be used no more than once every five (5) years.

Any unit member who borrows from their future sick leave entitlement shall forfeit two (2) of the twelve (12) annual sick leave entitlement per year at the start of each year until the total number of days owed to the District has been repaid in full. In addition, any remaining sick leave entitlement days remaining at the end of each school year will be deducted from their remaining borrowed sick leave entitlement, until they have reached the total number of days owed to the District.

E. A teacher may contribute sick leave days standing to his/her credit to another teacher who has no remaining sick leave days standing to his/her credit, up to a maximum of five (5) days per school year. Sick leave days may only be contributed to a unit member who has experienced an involuntary leave from work due to a severe illness or accident requiring prolonged hospitalization or recovery.

ARTICLE XIII - ABSENCES NOT CHARGEABLE TO CUMULATIVE SICK LEAVE

A. Personal Leave

1. Upon written request to the Building Administrator, at least three school days in advance, each teacher, commencing with their second year of employment, shall be entitled to three days of leave with the reason stated as "personal." Personal leave requested for a day immediately before or after a recess period (Christmas, winter and spring), a school holiday, or the Thanksgiving break shall be for the purpose of conducting personal business which cannot

be accomplished on any other day. A reason must be given. The request will not be unreasonably denied. No more than two (2) personal days may be used consecutively except in extraordinary circumstances and subject to the Superintendent's or his/her designee's approval.

2. In the event of emergency, the prior request and approval requirements shall be deemed waived and the teacher in such circumstances shall notify the District of the absence and the reasons therefor as soon as it is possible to do so.

3. Unused personal days shall accrue as sick days.

B. Leaves for Other Purposes

Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons:

1. Absence when a teacher is called for jury duty. Compensation received for jury duty shall be refunded to the District.

2. Court appearance when subpoenaed as a witness in any case connected with the teacher's employment or the school.

3. Administratively approved visitation of other schools.

4. Time necessary to take a selective service physical examination.

5. When attending any function when so directed by the Administration.

C. Death in the Immediate Family

A maximum of five (5) days for each occurrence of death in the immediate family shall be granted.

The term "immediate" means spouse, children, mother, father, brothers, sisters, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, daughter-in-law, son-in-law, step-mother, step-father, step-brother, step-sister, and any other members of the household of which the teacher has been a part.

A maximum of two (2) days for each occurrence of death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew shall be granted.

D. Military Obligations

Teachers who are called into temporary active duty, not to exceed thirty (30) days, in any unit of the United States Reserves or New York State National Guard and cannot defer this obligation at a time when school is not in session, shall be allowed such leave with full pay as necessary in order to discharge such obligations.

ARTICLE XIV - EXTENDED LEAVES WITHOUT PAY

A. Maternity Leave/Child Care Leave

1. A teacher shall be entitled to a child care leave of absence for the purpose of preparing for the birth of and/or caring for a new-born infant or, in the case of adoption, a child up to five (5) years of age. The teacher shall be required to provide thirty (30) days' written notice in advance of the date on which the requested leave is to commence. The notice shall also specify the ending date of the school semester when the requested leave will terminate. Child care leave shall be granted for the duration of the school semester in which it begins and shall, if desired by the teacher, include up to an additional two (2) school semesters. A birth occurring between July 1 and September 1 will be construed as occurring during the semester prior to September 1. The total duration of the leave shall be identified at the time the leave is requested. Once approved by the Board of Education, a child care leave shall not be extended beyond the time originally requested. Teachers on an approved child care leave are required to notify the District in writing of their intent to return. For leaves that extend beyond a school semester and end in June, notification is required not later than March 1; for leaves that extend beyond a school semester and end in January, notification is required by October 1. Leaves of one school semester or less will require 30 calendar days' notice of intent to return. In no event shall cumulative, consecutive child care leave exceed 4 years.

In the event an employee who has applied for and been granted an unpaid leave of absence for child care becomes ill or disabled as a result of the pregnancy prior to the scheduled date of commencement of said leave, a period of absence due to such sickness shall be treated as paid sick leave and shall continue as such to the extent that the teacher's own reserve of paid sick leave days continues to exist, until such sickness is over. Thereafter, upon prompt notification to the District, the teacher's originally scheduled unpaid child care leave shall commence. If a teacher becomes ill or disabled for any reason after having commenced unpaid leave of absence for child care, however, such illness shall not serve to convert the absence to paid sick leave absence. Such teacher's status shall only be converted to paid sick leave absence if the sickness extends beyond the teacher's scheduled date to return to work and the teacher is unable to do so because of sickness. Payment of such sick leave would be coincident with the first date of the teacher's scheduled return to work. Notwithstanding the foregoing provision related to the specified termination date of leave under this section, a teacher on such leave may request a return to teaching at the beginning of a semester sooner than the one agreed upon. The request may be granted at the District's sole discretion, upon recommendation by the Superintendent.

2. A teacher who has not received a child care/maternity leave of absence shall be entitled to paid sick leave for absence directly resulting from disability incident to pregnancy and birth. Such paid sick leave shall commence at the time the employee discontinues work because of medical disability and shall terminate when such employee is no longer medically disabled. It is understood that a teacher may utilize accumulated paid sick leave during the six (6) week period for a normal delivery and eight (8) week period for a cesarean

delivery. If such teacher exhausts her accumulated sick leave during this period she may borrow from future sick leave up to twenty (20) days per school year, which cannot be used beyond the initial six (6) or eight (8) week period, unless there is a medical certification that the teacher is unable to return to work. Any unit member taking maternity/child care leave and who borrows from their future sick leave entitlement shall forfeit four (4) of the twelve (12) annual sick leave days per year at the start of each year, until the total number of days owed to the District has been repaid in full. Furthermore, a teacher cannot borrow from future sick leave on a subsequent occasion until such time the District has been repaid in full for the prior borrowing of days.

3. In the administration of this article, the Board shall have the right to accelerate the date that either child care/maternity leave is scheduled to commence in the event that the teacher involved is no longer able by competent medical determination or willing to physically perform the full range of his/her teaching and related duties. In the event of such Board-ordered accelerated leave, the teacher involved shall have the option to determine whether such accelerated time out on leave shall be considered paid sick leave or unpaid leave.

4. In the administration of this article, the extended sick leave provisions of the Sick Leave Article of this Agreement shall not be available for a teacher's absence for child care, but shall be limited to medical problems where the teacher herself suffers from pregnancy and/or complications thereof.

5. It is further agreed and understood that any entitlement under the provisions of the Family and Medical Leave Act of 1993 shall be applied concurrently within the teacher's overall absence due to incapacitation by pregnancy as well as Child Care Leave.

B. Peace Corps, VISTA, National Teachers Corps, Exchange Teacher

A leave of absence without pay of up to two (2) years will be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers Corps or serves as an exchange teacher, and is a full time teaching participant in such programs. Upon return from such leave, a teacher will be considered as if having been actively employed by the Board during the leave and will be placed on the salary schedule at the level that would have been achieved if not for the absence.

C. Military Leave

Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon honorable discharge and upon return from such leave, a teacher will be placed on the salary schedule at the level that would have been achieved had the teacher remained actively employed in the system during the period of absence up to a maximum of four (4) years.

D. Personal Leave

A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons at the discretion of the Board.

E. Professional or Public Service Leaves

The Board will grant a leave of absence without pay or increment to any teacher to campaign for, serve in public office, or serve on the staff of a professional teachers' organization for a period not to exceed two (2) years.

F. Educational Leave

A leave of absence without pay or increment of up to one (1) year may be granted for educational leave at the discretion of the Board. Educational leave shall be defined to mean a leave to enable a teacher to attend an accredited institution full time in working toward a degree, to complete his/her thesis toward a degree, where such degree is being sought from an accredited institution.

In view of the compelling reasons that may accompany a request for educational leave (e.g., a deadline for completing a thesis; the necessity to satisfy a residency requirement, etc.) a teacher's request for such leave shall not be unreasonably denied.

G. Other Leaves

Other leaves of absence without pay may be granted by the Board.

H. All benefits to which a teacher was entitled at the time a leave of absence commenced, including unused accumulated sick leave, will be restored to the teacher upon return, and the teacher will be assigned to the same position which was had at the time said leave commenced, if available, or to an equivalent position.

I. All requests for leaves of absence and extensions or renewals thereof shall be applied for and granted or disapproved in writing.

J. Leaves of Absence

Except for maternity leave, which shall continue to be available for the entire staff, leaves of absence for any other reason under this Article shall be limited to tenured teachers.

ARTICLE XV - PROFESSIONAL COMPENSATION

A. Salary

1. The 2017-2018 salary schedule for unit staff, set forth in Schedule A-1, shall reflect an increase of one and one-half percent (1.5%) effective July 1, 2017. Step increment shall be granted for the 2017-2018 school year.

2. The 2018-2019 salary schedule for unit staff, set forth in Schedule A-2, shall reflect an increase of three-quarter percent (.75%) effective July 1, 2018.. Step increment shall be granted for the 2018-2019 school year.

3. The 2019-2020 salary schedule for unit staff, set forth in Schedule A-3, shall reflect an increase of one percent (1.0%) effective July 1, 2019. Step increment shall be granted for the 2019-2020 school year.

4. The 2020-2021 salary schedule for unit staff, set forth in Schedule A-4, shall reflect an increase of three-quarter percent (.75%) effective July 1, 2020. Step increment shall be granted for the 2020-2021 school year.

5. The 2021-2022 salary schedule for unit staff, set forth in Schedule A-5, shall reflect an increase of one percent (1.0%) effective July 1, 2021. Step increment shall be granted for the 2021-2022 school year.

Teachers will receive a pay check on the first Friday after return to work in September of each year.

6. Advancement to the MA75 column shall be granted only for credits completed on or after July 1, 1990, provided that prior approval for the selected course work shall have been obtained from the Superintendent of Schools or his/her designee.

7. Longevity: Teachers who have taught for an amount of years beyond those provided for in the salary schedule qualify for extra payment. In this manner, the Board encourages the experienced career teacher to remain on staff and rewards him/her for service and competency.

a. Payment of an additional 11% of base (BA Step 1) per year after five (5) years beyond scheduled maximum, having served (5) years in the District.

b. Payment of an additional 11% of base (BA Step 1) per year after ten (10) years beyond schedule.

c. The maintenance of longevity pay shall be governed by the provisions of this Article. (See J)

8. New teachers hired prior to March 1 will be advanced to a new salary step on the next September 1; new teachers hired after March 1 will remain on step and advance one step on September 1, after completing at least one full year of service.

B. Extra and Co-Curricular; Athletics;

1. Teachers engaged in activities enumerated in schedules B and C shall be compensated in accordance with those schedules.

2. Teachers engaged in activities enumerated herein shall be placed on the appropriate column commensurate with the years of service in the concerned activity.

3. The percentage increases set forth in Section A shall be applied to Schedules B and C. Notwithstanding the foregoing, the following exceptions shall apply:

a. The newly established "Kickline Advisor" stipend and "overnight chaperone" stipend shall not receive the percentage increase effective July 1, 2017, but shall receive the subsequent yearly percentage increases thereafter.

b. The hourly rate of \$66.00 for curriculum writing and any hourly work performed shall not receive the percentage increases each year.

C. Home Tutoring

The Board and Alliance recognize that students absent from school and requiring home tutoring, are entitled to the best professional tutoring which can be arranged. Ideally, the very same teacher of the youngster in class should be the one to tutor. If this cannot be arranged, an effort to secure a member of the staff in the same grade level (elementary) or department (secondary) should be made. The rate of compensation for home tutoring shall be \$50.00 per hour in the 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022 school years, inclusive of expense reimbursement.

No teacher shall be required to stay in the home with the child unless a parent or guardian is present. Should a parent or guardian not be present when the teacher arrives, the teacher shall leave and be compensated for one hour.

D. When a regular pay day occurs within a vacation period, that pay day shall be advanced to the last day prior to the beginning of said vacation period, provided that not more than one pay period shall be advanced with respect to any vacation period.

E. Part-Time Teachers

Part-time teachers on the secondary level shall be compensated at the rate of 20% of their own step for each regular teaching class arrangement. A duty period may be assigned to such part-time teachers who teach 0.5 FTE or more. Part-time elementary special subject teachers normally teaching 6 periods per day shall be compensated 16 2/3% per period taught, with no duty assigned.

F. The rate of pay for Summer School Teachers will be 5% of the base salary (BA Step 1) for each two (2) week period worked.

G. Professional Improvement (Course Credit)

1. Graduate study in the form of course credits granted by institutions of higher learning, and in-service courses, may be accepted by the Board for the purposes of salary adjustment.

2. Teachers will submit application for course approval to the Superintendent. The Superintendent, or his/her designee, will respond, in writing, to a teacher's course approval application within twenty (20) working days of receipt of a completed application. Teachers will further submit official written evidence of successful completion of each course in order to qualify for salary adjustments.

3. Course credit will be granted for any approved graduate or in-service course successfully completed with a minimum grade of "C". Except as provided below, course credit will be granted for a maximum of 30 in-service hours attained while in the employ of the District, or attained prior to such employment as long as the course was one the District had previously found acceptable for purposes of salary adjustment. In-service course credits in excess of 30 may be accumulated provided, however, that a teacher who has amassed 30 in-service credits may not utilize any more than half of any future in-service credits. The following example is provided: a teacher on the MA 30 column who has attained such a placement by 30 in-service

credits may utilize a maximum of 15 additional in-service credits for the attainment of MA 60 placement.

4. Any graduate credits earned which were not specific requirements for a graduate degree, will be considered for purposes of salary adjustment, even though attained before the granting of the degree, as long as they were in the field of the teacher subject area. Teachers now in Elwood may have their transcripts re-evaluated.

5. a. Teachers completing courses should submit transcripts for Certificate Letters to the District Office immediately upon completion of the course work. It is the responsibility of the teacher to have official transcripts and/or Certificate Letters on file in the District Office substantiating any change in salary status.

b. Transcripts or Certificate Letters of course work completed prior to September 1st must be received by the District Office by October 1st. A letter from the teacher notifying the District that a transcript has been delayed will preserve a retroactive adjustment in salary to September 1, for transcripts which are in fact thereafter received up to February 1 of the school year.

c. Changes from one column to another on the salary schedule may be made at the beginning of the fall term only. Column movements to all columns beyond MA Column based on credits achieved in whole or part subsequent to September 1, 1998 shall be limited to one column movement every two years. This limitation on post-MA column movement shall in no way restrict the number of credits a teacher may achieve or accumulate at any time for salary advancement purposes.

6. There shall be a joint Teacher-Administrator Committee to make recommendations related to the offering of In-Service courses in the District.

7. For the purposes of salary computation, In-Service credit will be offered to teachers who prepare new courses, never taught before in the District. (20 hours to equal 1 credit)

8. Salary credit for use in movement to the MA75 column shall be granted pursuant to Article XV (A) (1) (b).

H. Credit for Past Experience

Full credit for teaching experience outside of the District may be granted at the discretion of the Board of Education at the time of probationary appointment.

I. Credit for Military or National Service

1. Veterans shall be granted up to two (2) years' credit for military service at the time of probationary appointment.

2. Credit for teaching in the Peace Corps and for VISTA shall be granted up to two (2) years at the time of probationary appointment.

J. Maintenance of Longevity Pay

1. Teachers who have reached the top step of their salary grade and have commenced receiving longevity pay shall continue to receive such longevity pay even in the event that by the accumulation of additional degree credits they move horizontally to a new salary grade where they would not otherwise receive such longevity pay.

2. In the event that a teacher, who has reached the top step of his/her salary grade but has not yet achieved longevity pay, moves horizontally to a new salary grade as described above, such teacher shall carry the cumulative years spent at the top step of the prior salary grade with him/her. If the horizontal movement so described is to other than the top step of the new salary grade, the cumulative steps carried shall be "banked" until the teacher reaches the top step of his/her new salary grade, and then the additional years spent at the new top step will be added to those years "banked" for calculating longevity entitlement. If the horizontal movement is to the top step, however, additional years at such top step shall immediately be added to the prior cumulative top step years in calculating longevity entitlement.

3. A teacher's years at the top step of a salary grade which are used to combine with earlier cumulative years at a top step prior to horizontal movement shall count only towards achievement of the longevity pay that was then being worked toward and not toward additional longevity pay available to a teacher; that is, a teacher's 4th and 5th years of total top step time which may have been accumulated (as a result of a horizontal movement) shall not also count as the 1st and 2nd years at the top step of the new salary grade.

K. Committee On Special Education

Teachers who are required to serve after school at hearing will be reimbursed for the extra time at the hourly tutoring rate.

ARTICLE XVI - TAX SHELTERED ANNUITY

The Board shall make available to all members of the professional staff, the Tax Sheltered Annuity. Selection of the carrier of such annuity programs shall be at the option of the Alliance. The Board shall provide a program of payroll deductions to pay for these programs. TSA deposits for unit members will be made two times per month.

ARTICLE XVII - INSURANCE

The Board shall provide the following insurance for each teacher:

A. Health

1. Active Teachers

The District shall provide individual or family insurance coverage (whichever is applicable) to all teachers through the New York State Health Insurance Program (NYSHSIP), Prime Plan - Core Plus medical and Psychiatric Enhancements. The District shall provide, to

teachers who so choose, individual or family insurance coverage (whichever is applicable) through the Health Insurance Program of Greater New York (HIP) instead of through the NYSHIP coverage. Payment of the premium for coverage shall be shared between the teacher and the District as follows:

a) Teachers shall pay twenty percent (20%) of the premiums for either Individual or Family coverage, as appropriate, with the district paying the remaining eighty percent (80%). Effective July 1, 2021, teachers shall pay twenty-two percent (22%) of the premiums for either Individual or Family coverage, as appropriate, with the district paying the remaining seventy-eight percent (78%).

b) The District will continue to assume payment of fifty percent (50%) of the premium for the optional "wrap around" policy.

2. Retired Teachers

The District shall provide individual or family coverage (whichever is applicable) through the New York State Health Insurance Program (NYSHIP), Prime Plan - Core Plus Medical and Psychiatric Enhancements, or, if the teacher so opts, through the HIP plan to all teachers who retire on or after the date of the execution of this contract. Payment of the premiums for coverage under both of these plans shall be shared between the teachers and the District. Teachers shall pay fifteen percent (15%) of premium for individual coverage or twenty five percent (25%) of the premium for family coverage. The District shall pay eighty five percent (85%) of the premium for individual coverage and seventy five percent (75%) of the premium for family coverage.

B. Life Insurance

Life insurance equal to one hundred percent (100%) of the annual salary of each teacher, except those who normally work less than thirty (30) hours a week, (rounded off to the nearest five hundred), with the accidental death and dismemberment benefits. The Board will also participate in a "Supplementary Plan" which will enable teachers, by payroll deductions, to purchase additional life insurance at no cost to the District.

Provided that there is no consequential increase in District life insurance premium rates attributable to the following, teachers who retire subsequent to the execution of the parties' new contract shall be permitted to maintain \$20,000 group life insurance coverage at their own cost and expense.

C. Disability

Disability income insurance for each teacher, except those who normally work less than thirty (30) hours a week, providing a minimum of sixty-six and two-thirds ($66\frac{2}{3}$) percent of each teacher's income. There shall be a calendar day waiting period as described in the catastrophic illness protection plan for absence due to sickness or accident. The maximum annual benefit is \$45,000.

D. Dental

1. Eighty percent (80%) of the group dental insurance premium (individual or family coverage, whichever applies in the particular case) for each teacher, except those who normally work less than thirty (30) hours a week. Deductions for the remaining twenty percent (20%) premium cost shall be made from the salaries of those teachers who provide the Board with written authorization to make such deductions, provided, however, that in no event during the term of this Agreement shall the teacher's share of the annual premium exceed \$40.00 for family coverage and \$16.00 for individual coverage, plus 50% of the increase over and above 1985-86 district expenses respectively.

2. Pre-conditions will not be covered; reimbursement by the carrier shall be eighty (80%) percent for Type I service charges and sixty (60%) percent for Type II service charges. During the term of this Agreement there shall be no reduction in benefits from the plan which was in effect on June 30, 1977.

3. A joint committee will be established to study modifications to the dental plan. Said modifications shall generate no additional cost to the District.

E. Vandalism

Claims made by teachers for damage to personal property during school time will be reimbursed at the end of the school year. The District liability is limited to \$1500 per annum. Unused funds will accumulate for future use.

F. Waiver of Health Insurance

Unit members may formally choose to decline coverage in the District's existing medical insurance plan in exchange for a payment from the District. Effective as of January 1, 2010, unit members eligible for Individual coverage shall receive \$1,500 in each calendar year, in exchange for declining such coverage, and unit members eligible for Family coverage shall receive \$3,000 in exchange for declining such coverage.

Any unit member who opts for this payment in lieu of the District's medical insurance plan shall be required to complete the appropriate District form on an annual basis, prior to the beginning of the calendar year in which he/she wishes to decline such insurance.

Any unit member who is not in the employ of the District on July 1 or who otherwise is employed for less than a full year and who opts for this benefit shall receive payment on a pro rata basis.

Any unit member who declines coverage in any given year and who subsequently needs to re-enroll in the insurance plan may do so, but shall be subject to a three (3) month waiting period. Such unit member shall receive a pro rata payment for the portion of the year for which he/she had no coverage.

G. Flexible Benefits

Employee contributions to health and dental insurance premiums shall be processed through an IRS Section 125 plan. The IRS125 plan shall permit all deductions allowable under IRS regulations.

ARTICLE XVIII - CURRICULUM AND EXPERIMENTATION

A. The Board agrees that all committees formed by Administrators and/or Supervisors which formulate policies affecting curriculum or instructional materials shall have Alliance representation. The Board recognizes the right of the Alliance to appoint representative committees to study and recommend changes to existing policies relating to curriculum or instructional matters. The Board further agrees that subsequent administrative action upon committee recommendations will be discussed with committee participants immediately prior to any action.

B. The Board agrees that there will be teacher participation in the institution and development of all new and experimental programs.

ARTICLE XIX - TEXTBOOKS

The Board agrees that all committees formed by Administrators and/or Supervisors which formulate policies regarding the use of textbooks shall have Alliance representation. The Board recognizes the right of the Alliance to appoint representative committees to study and recommend change of existing policies and textbooks. The Board further agrees that subsequent administrative action upon committee recommendations will be discussed with committee participants immediately prior to any action.

ARTICLE XX - TEACHER EVALUATION

A. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Teachers may have access to their personnel files in both the school in which they teach or the District Office to review any document prepared by the teacher, college transcripts, progress evaluation forms prepared by the Principal or Supervisor, and other information which are not received as privileged or confidential.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. In no case shall this be done publicly. Any such discipline, reprimand or reduction in rank, compensation or advantage including

adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure.

D. Any serious complaints regarding a teacher made to the Administration and/or Board of Education by any parent, student, or other person will be promptly called to the teacher's attention.

E. Complaints to the Board of Education concerning an individual shall be heard only in executive session. By this provision the Board undertakes the obligation of deferring for executive session a charge or complaint by a parent or resident of the District against any teacher. The Board does not, however, assume any obligation in a situation involving an intemperate outburst and/or a general commentary on teacher service in the District.

F. No material, excluding references and information obtained in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, character or personality, shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing personal signature on the actual copy to be filed with the understanding that such signature merely signifies having read the material to be filed. Such signature does not necessarily indicate agreement with its content. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy. As compared to derogatory or critical material in a teacher's file to which a teacher has the opportunity to attach rebutting and/or explanatory material, untrue material shall be physically removed from a teacher's file and the teacher shall have the opportunity to verify its removal and destruction.

G. Upon submission of written request and with the approval of the District Office, the teacher shall be furnished with a reproduction of any material in the teacher's file, excluding references and information obtained in the process of evaluating the teacher for employment.

ARTICLE XXI - PROBATIONARY AND TENURE STATUS

A. The probationary period and tenure status of teachers shall be in accordance with applicable law.

B. A teacher thought not to meet acceptable standards at any time during the probationary period will be informed of such status as soon as possible. The administration will endeavor to make this determination by the end of his/her second year of service in the District.

C. A teacher on probationary status will be notified by April 1 of each year if it is the administration's intent not to continue the employment of said teacher.

The foregoing modification shall not, however, derogate from the Board's authority to renew and/or discontinue at any time the service of any teacher during his/her probationary period prior to being placed on tenure, in accordance with the provisions of the State Education Law.

D. If it is to be recommended that a probationary teacher's services be discontinued and/or said teacher not be granted tenure, said teacher shall be notified of such intended recommendation and the date of the Board meeting at which such recommendation is to be considered at least thirty (30) days prior to such Board meeting. Such teacher may, not later than twenty-one (21) days prior to the aforementioned Board meeting, request, in writing, that he/she be furnished with a written statement giving the reasons for such recommendation. Within seven (7) days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the District Clerk not later than seven (7) days prior to the date of the Board meeting.

ARTICLE XXII - TEACHER PROTECTION

A. Liability Protection

1. The Board shall provide an attorney or attorneys for, and pay such attorneys' fees and expenses necessarily incurred in the defense of a teacher in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment. The Board shall not be bound to the above unless such teacher shall within ten (10) days of the time he/she is served with any summons, complaint, process or notice, deliver the original or a copy to the Board. (All in accordance with section 3028 of the Education Law.)

2. Save Harmless Clause - It is the duty of the Board to save harmless and protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person within or without the school building, provided such teacher at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board. The Board shall not be bound to the above unless such teacher shall, within ten (10) days of the time he is served with any summons, complaint, process or notice, deliver the original or a copy of the same to the Board. (All in accordance with section 3023 of the Education Law.)

B. Protection When Insured

A teacher suffering a work-connected injury through no negligence on his/her part, will receive benefits of the workers' compensation insurance carried by the School District. These benefits will be supplemented in order to insure full salary to the teacher for a period consisting of his/her accumulated sick leave or ninety calendar days, whichever is longer. Upon return to active service, the teacher's sick leave accumulation will be reinstated.

C. Teachers shall not be held responsible for monies which have been turned into the office for safekeeping. Teachers will be reimbursed for clothing which has been damaged while in the performance of their duties or as a result of the performance of their duties, if no negligence on the teacher's part is involved. Such reimbursement shall apply if the damage occurs within

the school or while the teacher is engaged in the supervision of students and the teacher is not covered by his/her own liability policy.

ARTICLE XXIII - PHYSICAL EXAMINATION

New teachers may be required to have a pre-employment physical examination. Thereafter, the school district may require a physical examination once every three (3) years. If the teacher wishes to be examined by a doctor other than the school physician, he/she may do so provided the teacher pays the fee. Notwithstanding the foregoing, the Board reserves the right to require a physical examination of any teacher more frequently than as indicated above at the Board's expense unless the teacher chooses his/her own doctor.

The Board will arrange for staff members to have the Scratch Test and assume the costs thereof. Where the Scratch Test indicates a problem, an x-ray follow-up will be required. X-ray will be at the teacher's expense unless it can be arranged by the District at no expense to the teacher.

If there is a disagreement between the Board of Education and the teacher as to the selection of a physician, the teacher may select from a list of approved physicians approved by the E.T.A. and the District. The physician's fee will be paid by the District.

ARTICLE XXIV - RETIREMENT INCENTIVE PLAN

A. Teachers who retire under the service or disability retirement provisions of the NYSTRS, and who are not "vesting" and who will be eligible to receive a pension, and who have a minimum of 20 years of credited NYSTRS service and 10 years of Elwood service at the time of their retirement will receive payment for unused accrued sick leave on a "1 for 3" basis. To be eligible for this benefit, a written resignation for the purpose of retirement must be received no later than four months prior to the retirement date of the employee. If the resignation for the purpose of retirement is received by the District between 12 months and 4 months prior to the retirement date, the retiring employee may, at his/her option, have this sick leave payout spread in equal installments over his/her remaining paychecks, less an amount held in escrow to cover possible use of some of the available sick days. Otherwise, the payment will be made within 30 days of the teacher's retirement date.

B. The District will continue whatever the District currently provides regarding hospitalization and if the carrier approves, the right to continue his/her own participation in the District's group dental and life insurance program.

C. The District and the E.T.A. agree to meet during the month of January of each school year to review and discuss matters which relate to the possible or pending retirements of Elwood teachers, and to develop recommendations if there is mutual agreement on same.

D. Teachers who qualify for, and are accepted under this plan, may elect to receive the payment provided either at termination of service or by payment of equal installments from the date of acceptance in the plan to the date of termination of service in the District. In any case, where the teacher utilizes paid sick days after acceptance in the plan, payment will be adjusted in the final check.

ARTICLE XXV - STUDENT DISCIPLINE

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

Each school shall set a policy of behavior and discipline for students, to be formulated by a committee of teachers, initiated by the Alliance with a Building Administrator. The policy shall be in writing and endorsed by the Superintendent.

B. Pursuant to the policy called for under A above, there will be a teacher-administrator committee in each school to establish discipline procedures.

ARTICLE XXVI - ATTENDANCE REVIEW

Before a District determination that a unit member has demonstrated misuse of sick leave and before the District's decision to institute the below described formal procedure, the Superintendent or designee shall hold an informal conference with the unit member to communicate the perceived problem, hear the employee's explanation, and discuss the matter. Thereafter, in the event that the District determines that the unit member has demonstrated misuse of sick leave, the following procedure shall be available for use by the District.

A. The Unit member shall be notified in writing of the District's concern. Said written notification shall also establish a conference date for a discussion of the District's concerns. The conference shall be held by the Superintendent or his/her designee. The employee shall have the right to Union representation at said meeting. A writing summarizing the conference shall be prepared by the Superintendent or his/her designee and provided to the employee. In the event that the procedure in paragraph B is not invoked within one (1) year of the delivery of the above summary to the employee, the same shall be removed from the employee's personnel file.

B. Thereafter, within a reasonable period of time, if no improvement in the employee's attendance record is evident, as determined by the district, a second conference shall be held to review the lack of improvement. The employee may be represented by the Union at said meeting. Following said meeting, the Superintendent or designee shall issue a written determination which shall include a formal reprimand and may impose the requirement that the employee submit a sick note for the one (1) year next following issuance of the aforesaid determination.

C. Nothing hereinabove set forth shall be deemed a prerequisite to institution of appropriate disciplinary proceedings pursuant to law.

D. The decision to institute this procedure shall be reviewable by way of expedited arbitration pursuant to the rules for voluntary arbitration of the American Arbitration Association before an arbitrator chosen in accord with rules for selecting an arbitrator for grievances, as provided for elsewhere in this agreement.

E. The criteria will be based on attendance beginning with the 1988-89 school year.

ARTICLE XXVII - GRIEVANCE PROCEDURE

A. Declaration of Purpose

The establishment and maintenance of harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools. It is the purpose of this procedure to secure, at the most immediate administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances, free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

2. The term "Supervisor" shall mean any administrative or supervisory officer immediately responsible for the area in which an alleged grievance arises except for the Superintendent and assistant(s).

3. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

4. Party in Interest shall mean the representative of the aggrieved party and any party named in a grievance who is not the aggrieved party.

5. Grievance Committee is the committee created and constituted by the Elwood Teachers' Alliance.

6. Hearing Officer shall mean any individual or Board member charged with the duty of rendering decisions at any stage in grievances hereunder.

C. Procedures

1. All written grievances shall include the name and position of the aggrieved party, and a statement setting forth the specific nature of the grievance and the facts relating thereto and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor.

3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Alliance directly at Stage 2, described below.

4. The Alliance will insure that individual teachers with a grievance will actually appear at grievance meetings which are held concerning their grievances.

5. The preparation and processing of grievances insofar as practicable, shall be conducted during the hours of employment.

6. The Board and the Alliance agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning alleged grievances.

7. Except as otherwise provided in Stage 1a and Stage 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to question all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and be furnished with a copy of any minutes of the proceedings made at each and every stage of the grievance procedure.

8. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

9. Forms for filing grievances, and other necessary documents will be jointly developed by the Board and the Alliance. The forms shall be available at the District Office and Building Offices.

10. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

11. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter formally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Alliance, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be

final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.

12. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiation unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue to full force and effect.

13. The District Office shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, and written decisions at all stages. Official minutes may be kept at either party's discretion and expense, of all proceedings in Stage 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and his/her representative within two (2) days after the conclusion of hearings at Stage 2, 3, and 4. The aggrieved party shall advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting any claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, his/her representative and the Board, but shall not be deemed a public record.

14. The existence of the procedure hereby established, shall not be deemed to require any individual teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any individual teacher to pursue these remedies or any other remedies available in any other form.

15. The Alliance Grievance Committee shall be advised by the District Office of any grievance which reaches Stage 2 and of the decisions thereof.

D. Time Limits

1. The time limits specified for either party under this Article may be extended only by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and his/her representative within a specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Stage 1: Supervisor - Building Principal

a) A teacher having a grievance will discuss it with the teacher's supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any matter, materials or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance. If the matter is first discussed informally with an immediate supervisor and is not resolved, it will be discussed with the appropriate principal.

b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the principal. Within five (5) school days after the written grievance is received by the Principal, he/she shall render a decision thereon in writing and present it to the teacher and teacher's representative.

Stage 2: Superintendent

a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under the auspices of the Alliance pursuant to this grievance procedure, the teacher shall, within five (5) school days present the grievance to the Alliance's Grievance Committee for its consideration.

b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal. This provision shall not limit the individual teacher's right of appeal, provided in C-13 above.

c) Within five (5) school days after receipt of the appeal, the Superintendent or duly authorized representative shall hold a hearing with the teacher and his/her representative and all other parties of interest.

d) The Superintendent shall render a decision in writing to the teacher, or his/her representative within five (5) school days after the conclusion of the hearing.

Stage 3: Arbitration

a) If the aggrieved is not satisfied with the decision at Stage 2, and if the Alliance Grievance Committee determines that the grievance is meritorious and that appealing it is in the best interest of the District, he/she may submit the grievance to arbitration by written notice to the Superintendent and the Board within fifteen (15) school days of the decision at Stage 2. This provision shall not limit the individual teacher's right of similar recourse, however, as provided in C-13 above.

b) The Board and the Alliance agree to use the following permanent arbitrators, in rotating order:

1. Howard Edelman
2. Martin Scheinman
3. Robert Simmelkjaer
4. Rosemary Townley
5. Bonnie Siber Weinstock

Within five (5) school days, or as soon thereafter as possible, after such written notice from the aggrieved, the Board and the Alliance will contact the next arbitrator in rotation, and will obtain a commitment from said arbitrator to serve. Both parties will abide by the Rules and Regulations for Voluntary Arbitration of the AAA insofar as they do not conflict with the terms of this agreement.

c) The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, and if oral hearings have been waived, then the date of the final statements and proofs are submitted to said arbitrator. The arbitrator will set forth the findings of fact, reasoning and conclusions on the issues in writing to the Board of Education and aggrieved.

d) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Alliance (or the individual teacher where the grievance is not processed under Alliance auspices).

e) The decision of the arbitrator is final and binding on both parties except in the event that the arbitrator's award exceeds \$8,000, in which case the award becomes advisory. The only exclusion to this exception is in the event that the ruling prescribes the rehiring of a teacher and the contemplated cost is in excess of \$8,000. In the event that the ruling involves the rehiring of a teacher, then the decision is binding.

Stage 4: Board of Education

a) In the event the binding aspect of Stage 3, (paragraph e) does not apply: Within five (5) school days after receipt of the arbitrator's report, or in the event of unforeseen or unavoidable circumstances, then within ten (10) school days after such receipt, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The official grievance record maintained by the Superintendent shall be available for the use of the Board. The Board may involve the parties of interest in the hearing.

b) Within the five (5) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

c) Such action by the Board of Education shall be taken fifteen (15) days after receipt of the arbitrator's report.

ARTICLE XXVIII - COMMUNITY VOLUNTEERS

The Alliance recognizes that community volunteers can provide diversified opportunities for students and staff alike. Hence, in such cases where the unique skills and/or experiences of a community volunteer can be utilized to augment the existing educational program, community volunteers shall be permitted in the District, provided such volunteers not perform any functions or provide any services for which unit members are ordinarily paid, and further provided that the District first provide notice to the Alliance. It is understood that it is not the intent of this provision to adversely affect the unit or any of its members, nor shall it result in the displacement of any unit work. A dispute as to the application of this language may be submitted to expedited arbitration, utilizing the arbitration clause of this agreement and submitted at the arbitration stage. The foregoing shall not be asserted by the District as proof of lack of exclusivity on the part of the E.T.A. of unit instructional work.

ARTICLE XXIX - DISTANCE LEARNING

The Alliance recognizes that in certain circumstances, valuable educational experiences may only be available through the utilization of distance learning techniques. In such circumstances, the District shall have the right to provide instructional services through such distance learning means, provided that no bargaining unit member's work is displaced and further provided that the District first advises the Alliance of its intent to implement such distance learning services. It is understood that no unit member shall suffer a reduction in employment as a result of such implementation. A dispute as to the application of this language may be submitted to expedited arbitration, utilizing the arbitration clause of this agreement and submitted at the arbitration stage. The foregoing shall not be asserted by the District as proof of lack of exclusivity on the part of the E.T.A. of unit instructional work.

A. Credit Recovery

Notwithstanding the language contained in Article V(Q), the District may utilize BOCES instructors to teach credit recovery classes to high school students, provided that unit members are offered by BOCES the first opportunity to teach such classes.

B. Online High School Courses

1. If an online course is not a course which is offered at the District, the student can take the online course for credit. The grade for the online course will appear on the student's transcript but will not be calculated as part of the student's grade point average.

2. If a scheduled District course does not run due to insufficient student enrollment, the student can take the same course offered online for credit. The grade for the online course will appear on the student's transcript but will not be calculated as part of the student's grade point average.

3. If the District is unable to schedule a course for a student as a result of the student's full academic schedule, the student can take the course online for credit. The grade for the online course will appear on the student's transcript but will not be calculated as part of the student's grade point average.

ARTICLE XXX - MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement. Before the Board adopts a change in policy which affects wages, hours or any other conditions of employment of those in the negotiating unit, which is not covered by the terms of this Agreement and which has not been proposed by the Alliance, the Board will notify the Alliance in writing that it is considering such a change. The Alliance will have the right to negotiate such items with the Board.

B. This Agreement shall supersede any rules, regulations, or practices of the Board applying to the members of this negotiating unit, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. An individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

D. In the event any guide, directory or publication is supplied by the administration or the Board to the teachers during the life of this Agreement, and such document contains matter that contradicts or is in conflict with any term or provision of this Agreement, this Agreement shall be deemed controlling.

E. If any provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be not deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any substitute provision or section shall be the subject of negotiations between the Alliance and the District; said substitute provision or action shall retain the equities of the original provision.

F. Copies of the School Board Agenda will be provided by calling the District Office, and minutes of previous Board of Education meetings will be sent to the Alliance at no cost, as soon as they become available.

G. Anti-discrimination clause: The Board and the Administration agree that there shall be no discrimination on the basis of race, color, creed, age or sex in its employment practices; including hiring, promotion, transfer, discharge and administration of any of the terms and conditions covered by the Agreement.

H. Teachers shall have the right to designate the title by which they want to be addressed (e.g., Mr., Mrs., Miss, Ms., Dr.).

I. The Board agrees to print this three year agreement and to provide the Alliance with sufficient copies of same.

J. Labor-Management Committee

A Labor-Management Committee shall be established consisting of two (2) designees of the Superintendent of Schools and two (2) designees of the President of Union. The Committee shall meet periodically at mutually convenient times to discuss and attempt resolution of issues of common interest. Requests for a committee meeting may be initiated by either party with a proposed agenda for purposes of discussion.

ARTICLE XXXI - NEGOTIATION PROCEDURES: MODIFICATION AND DURATION OF AGREEMENT

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. The provisions of this Agreement shall remain in effect until June 30, 2022.

C. The parties agree that negotiations for a successor Agreement should begin no later than March 15, 2022.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

By: _____
Joseph Pushee
President
Elwood Teachers' Alliance

By: _____
Kenneth Bossert, Ed.D.
Superintendent of Schools
Elwood Public Schools

SCHEDULE A-1
TEACHER SALARY SCHEDULE

ELWOOD UFSD
2017-2018 Teachers
Salary Schedule

1.015

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75	PHD
1	52,127	54,999	62,400	65,753	68,787	72,149	75,547	80,581	88,660
2	53,006	55,806	64,487	67,555	71,002	74,425	77,785	82,804	91,917
3	55,101	57,528	66,607	69,553	73,231	76,904	80,015	85,038	95,153
4	58,292	60,759	69,718	73,034	76,552	80,257	83,508	88,530	98,681
5	60,609	63,096	72,973	76,582	80,033	83,046	87,024	92,044	100,700
6	62,524	65,366	76,001	79,638	83,116	86,593	90,058	95,078	103,213
7	64,626	68,471	79,852	83,469	86,941	90,416	93,891	98,908	106,435
8	67,321	70,551	82,621	86,250	89,716	93,196	96,704	101,727	109,186
9	69,637	72,391	84,641	88,673	92,597	96,062	99,533	104,552	111,885
10	71,596	74,289	87,278	91,786	95,152	98,999	102,459	107,483	114,564
11	73,702	76,202	92,005	95,871	98,896	102,315	105,736	110,758	116,986
12	75,529	78,232	93,961	98,260	101,295	105,355	108,707	113,727	119,721
13	78,018	81,037	97,159	101,481	104,995	108,272	112,536	117,550	123,383
14	79,729	82,985	100,138	102,839	108,277	111,028	115,851	120,875	126,447
15						112,561	118,933	123,955	129,106

SCHEDULE A-2
TEACHER SALARY SCHEDULE

ELWOOD UFSD
2018-2019 Teachers Salary
Schedule

1.0075

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75	PHD
1	52,518	55,411	62,868	66,246	69,302	72,690	76,114	81,185	89,325
2	53,404	56,224	64,971	68,062	71,535	74,983	78,368	83,425	92,607
3	55,515	57,960	67,107	70,075	73,780	77,480	80,616	85,675	95,867
4	58,730	61,215	70,241	73,582	77,126	80,859	84,134	89,194	99,421
5	61,063	63,570	73,521	77,156	80,633	83,669	87,677	92,735	101,455
6	62,993	65,856	76,571	80,235	83,740	87,242	90,733	95,791	103,987
7	65,111	68,984	80,451	84,095	87,593	91,094	94,595	99,649	107,233
8	67,826	71,080	83,241	86,896	90,389	93,895	97,429	102,490	110,004
9	70,159	72,934	85,276	89,338	93,292	96,782	100,279	105,336	112,725
10	72,133	74,846	87,932	92,475	95,866	99,742	103,228	108,290	115,423
11	74,255	76,774	92,695	96,590	99,637	103,082	106,529	111,588	117,863
12	76,096	78,819	94,665	98,997	102,055	106,145	109,522	114,580	120,619
13	78,603	81,644	97,888	102,242	105,782	109,084	113,380	118,432	124,309
14	80,327	83,608	100,889	103,610	109,089	111,861	116,720	121,782	127,395
15						113,406	119,825	124,885	130,074

SCHEDULE A-3
TEACHER SALARY SCHEDULE

ELWOOD UFSD
2019-2020 Teachers Salary
Schedule

1.01

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75	PHD
1	53,043	55,965	63,497	66,908	69,995	73,417	76,875	81,997	90,218
2	53,938	56,787	65,620	68,743	72,250	75,733	79,152	84,259	93,533
3	56,070	58,539	67,778	70,775	74,518	78,255	81,422	86,532	96,826
4	59,317	61,827	70,944	74,318	77,898	81,668	84,976	90,086	100,416
5	61,674	64,205	74,256	77,928	81,439	84,506	88,554	93,662	102,470
6	63,623	66,515	77,337	81,038	84,577	88,115	91,641	96,749	105,027
7	65,762	69,674	81,255	84,935	88,469	92,005	95,541	100,646	108,306
8	68,504	71,791	84,073	87,765	91,293	94,834	98,404	103,515	111,105
9	70,861	73,663	86,128	90,232	94,225	97,750	101,282	106,390	113,852
10	72,854	75,594	88,812	93,400	96,824	100,739	104,260	109,372	116,578
11	74,998	77,541	93,622	97,556	100,634	104,113	107,594	112,704	119,042
12	76,857	79,607	95,612	99,987	103,075	107,207	110,617	115,725	121,825
13	79,389	82,461	98,866	103,264	106,840	110,175	114,514	119,616	125,552
14	81,131	84,444	101,898	104,646	110,180	112,979	117,887	123,000	128,669
15						114,540	121,023	126,133	131,375

SCHEDULE A-4
TEACHER SALARY SCHEDULE

ELWOOD UFSD
2020-2021 Teachers Salary
Schedule

1.0075

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75	PHD
1	53,441	56,385	63,973	67,410	70,520	73,968	77,452	82,612	90,895
2	54,342	57,212	66,113	69,258	72,792	76,301	79,745	84,891	94,234
3	56,490	58,978	68,286	71,306	75,077	78,842	82,032	87,181	97,552
4	59,762	62,290	71,476	74,875	78,482	82,280	85,613	90,762	101,169
5	62,136	64,687	74,813	78,512	82,050	85,140	89,218	94,364	103,239
6	64,100	67,014	77,917	81,645	85,211	88,775	92,328	97,475	105,815
7	66,255	70,197	81,865	85,573	89,132	92,695	96,257	101,401	109,118
8	69,018	72,329	84,704	88,424	91,977	95,545	99,142	104,292	111,938
9	71,392	74,216	86,774	90,909	94,932	98,483	102,042	107,188	114,706
10	73,401	76,161	89,478	94,100	97,551	101,494	105,042	110,193	117,452
11	75,560	78,123	94,324	98,287	101,388	104,894	108,401	113,550	119,935
12	77,433	80,204	96,329	100,737	103,848	108,011	111,447	116,593	122,739
13	79,985	83,079	99,608	104,039	107,641	111,001	115,373	120,513	126,494
14	81,739	85,077	102,662	105,431	111,006	113,826	118,771	123,922	129,634
15						115,399	121,931	127,079	132,360

SCHEDULE A-5
TEACHER SALARY SCHEDULE

ELWOOD UFSD
2021-2022 Teachers Salary
Schedule

1.01

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75	PHD
1	53,976	56,949	64,613	68,084	71,226	74,708	78,226	83,438	91,804
2	54,886	57,785	66,774	69,951	73,520	77,064	80,543	85,740	95,177
3	57,055	59,568	68,969	72,019	75,828	79,630	82,853	88,053	98,527
4	60,359	62,913	72,190	75,624	79,267	83,103	86,469	91,670	102,180
5	62,758	65,334	75,561	79,297	82,871	85,991	90,110	95,308	104,271
6	64,741	67,684	78,696	82,462	86,064	89,663	93,251	98,449	106,873
7	66,918	70,899	82,684	86,428	90,024	93,622	97,220	102,415	110,209
8	69,708	73,052	85,551	89,308	92,897	96,501	100,133	105,334	113,057
9	72,106	74,958	87,642	91,818	95,881	99,468	103,062	108,259	115,853
10	74,135	76,923	90,373	95,041	98,526	102,509	106,092	111,295	118,626
11	76,316	78,904	95,267	99,270	102,402	105,943	109,485	114,685	121,134
12	78,207	81,006	97,292	101,744	104,887	109,091	112,561	117,759	123,966
13	80,784	83,910	100,604	105,079	108,718	112,111	116,526	121,718	127,758
14	82,556	85,928	103,689	106,485	112,117	114,965	119,959	125,161	130,930
15						116,553	123,150	128,350	133,684

SIDE LETTER APPENDIX



Elwood Public Schools

100 Kenneth Avenue
Greenlawn, NY 11740-2900
www.elwood.k12.ny.us
Fax: (631) 266-3834

April 23, 2014

Peter C. Scordo
Superintendent
(631) 266-5400 x 402

Lorelei Stephens, President
Elwood Teachers Alliance
P.O. Box 181
East Northport, NY 11731

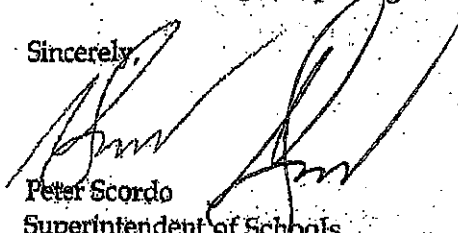
Dear Ms. Stephens:

I send this letter to inform you, as President of the Elwood Teachers Alliance, that pursuant to Article V(B) of the parties' labor contract, effective September 1, 2014, all secondary teachers will be assigned a duty period that will include "student supervision, consultation, and small group or individual assistance" as set forth in Article V(E), to the extent practicable. You have acknowledged that the obligation established by Article V(I) is separate and apart from the foregoing and shall remain undiminished. *The foregoing shall include but shall not be limited to "Freshman Seminar" and "Study Hall".*

In addition, prior to September 1, 2014, the Board will adopt a resolution creating a new part-time teacher position, establishing that part-time teachers will perform a duty period each day of employment. The method of salary calculation for such teachers will be premised upon the percentage of an instructional day to which the teacher is assigned times, and the applicable percentage of full-time salary will be continued with all other current fringe benefits provided by the labor agreement between the parties.

It is my understanding that the ^{ALLIANCE} Association understands that the foregoing is within the permissible managerial prerogatives of the District.

Sincerely,


Peter Scordo
Superintendent of Schools

Elwood Teachers Alliance

by 

**SIDE LETTER OF AGREEMENT
BETWEEN
ELWOOD UNION FREE SCHOOL DISTRICT
AND
ELWOOD TEACHERS' ALLIANCE**

WHEREAS, the District and the Alliance are parties to a collective bargaining agreement dated July 1, 2009 through June 30, 2014;

WHEREAS, the parties entered into a letter agreement dated June 7, 2005 (hereinafter the "2005 agreement"), which provides for the inclusion of social workers in the Alliance bargaining unit and sets forth certain terms and conditions specific to social worker unit members;

WHEREAS, the District and the Alliance agree that certain amendments need to be made to the terms and conditions set forth in the 2005 agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

1. The existing provisions in the 2005 agreement, a copy of which is annexed hereto, shall remain in full force and effect, unless otherwise modified herein.
2. Effective July 1, 2013, Paragraph 2 of the 2005 agreement shall be amended to provide that the daily work hours for social workers will be six and one-half (6.5) hours. Social workers will continue to be expected to work late afternoons and evenings whenever they are so assigned; however, the hourly compensatory time for such assignments shall be granted when their daily hours of work exceed six and one-half (6.5) hours.
3. Effective July 1, 2013, Paragraph 3 of the 2005 agreement shall be amended to provide that social workers will work a ten month schedule in accordance with Article X of the parties' collective bargaining agreement, except that they will also be required to work all work days in the month of June after the last day of the register period session. Social workers will be paid strictly in accordance with the Teachers' Salary Schedule.
4. Effective July 1, 2013, Paragraph 3 of the 2005 agreement shall be further amended to provide that all social workers will be required to be available for up to 20 days of employment during the months of July and August each year. The following terms and conditions shall apply to such summer work:

- a. The District shall post summer work for social workers on or before June 1 of each school year. This posting will reflect the District's employment needs for summer work, which are entirely within the District's discretion.
 - b. The District shall have to ability to employ social workers on an hourly, rather than daily, basis during the months of July and August.
 - c. The rate of pay for social workers for summer work shall be 1/260th of the social worker's annual base salary per six and one-half (6.5) hour day, which shall be inclusive of a 30 minute lunch. This amount will be prorated if a social worker works less than a full day.
 - d. The timing and method of payment for summer work will be in accordance with the District's summer pay schedule.
5. The requirement in Paragraph 3 of the 2005 agreement that all social workers work the full month of June of each school year shall be waived for those social workers who did not work these days during the 2005-2006 school year through, and inclusive of, the 2011-2012 school year.
6. Lisa Mitchell will be allowed to work her required June hours for the 2012-2013 school year, which equals 5 work days, during the summer of 2013 without compensation. These 5 days will not be considered part of her summer work as set forth in Paragraph 4 above.
7. Any dispute arising out of this Agreement shall be finally determined by the Superintendent, whose determination shall not be reviewable in any forum, including but not limited to the filing of a grievance, in arbitration, PERB proceeding, or litigation in any judicial or quasi-judicial tribunal.
8. This Agreement shall not serve as a precedent for any purpose, nor shall this Agreement serve as a past practice. This Agreement may not be used and/or cited by any of the parties in any future grievance, arbitration, or litigation except for the purpose of enforcement of the specific terms of the Agreement.
9. The parties acknowledge that this Agreement represents the full, final, and complete terms and conditions of the parties' agreement with respect to social workers outside of the parties' collective bargaining agreement; so that this Agreement supersedes all prior agreements, whether oral or written, between the

parties unless otherwise set forth herein. This Agreement may only be changed by a writing signed by both parties.

10. This Agreement is contingent upon approval by the Board of Education.

ELWOOD UNION FREE SCHOOL DISTRICT

By:


Peter C. Scordo
Superintendent of Schools

Date:

6/18/13

ELWOOD TEACHERS' ALLIANCE

By:


Lorelei Stephens
President

Dated:

6/18/13

STIPULATION OF SETTLEMENT

between

**ELWOOD UNION FREE SCHOOL DISTRICT
(hereinafter the "District")**

and

**ELWOOD TEACHERS ALLIANCE
(hereinafter the "Alliance")**

**RE: Improper Practice Charge/PERB Case No. U-29733
Teacher Website Responsibilities**

WHEREAS, the parties executed a "Letter Agreement" dated May 4, 2009 regarding the responsibilities of teachers with respect to providing information via the District's website; and,

WHEREAS, the Alliance and the District disagreed with respect to the interpretation of the parties' May 4th letter agreement; and,

WHEREAS, the Alliance filed an Improper Practice charge in opposition to the District's attempt to implement said letter agreement consistent with the District's interpretation of said agreement; and,

WHEREAS, the parties have engaged in good faith negotiations for the purpose of arriving at a mutually acceptable settlement of the dispute;

NOW, THEREFORE, it is hereby stipulated and agreed to by and between the parties as follows:

1. The Alliance shall make application to PERB to withdraw its charge in PERB Case No. U-29733 in consideration of the herein-described terms and conditions.
2. This Agreement shall replace the "Letter Agreement" between the parties dated May 4, 2009 and such letter agreement shall have no further force or effect and shall become a nullity.


3. Each unit member shall respond to each parent/caregiver who initiates contact with such unit member via email as promptly as would customarily occur with telephone inquiries.
4. Each unit member shall establish and maintain an individual website accessible through the District's website. The responsibilities of unit members with respect to what information is to be posted on the website shall be limited to the following:
 - a. Course Outline
 - b. District-Provided Materials/Returnable by Students
(E.g. textbooks, workbooks, calculators, etc.)
 - c. Student-Required Materials
(E.g. notebooks, journals, pens/pencils, index cards, etc.)
 - d. Grading Policy
 - e. Homework Policy and/or Procedures
 - f. Weekly Homework Assignments
 - g. Long Term Project Requirements and Schedules
 - h. Test-related Prep Materials and Test Schedules
5. Notwithstanding the provisions of number four (4) herein, it is acknowledged by and between the parties that there may be variations in the applicability of the website requirements as a result of the varying nature of unit member assignments. It is further acknowledged therefore, that the District's expectations of unit members can not be wholly uniform, and that each unit member will not be expected to maintain his/her website in exactly the same fashion as other unit members.

By way of example, the following are offered for illustrative purposes only:

- a. Some individualized education programs (IEPs) require "individualized" homework assignments that are tailored to students' needs and that cannot be listed on a website due to confidentiality issues.
- b. Some unit members (for example, special area teachers) do not have educational assignments and/or responsibilities that typically lend themselves to assigning homework.
- c. Some unit members (e.g. support services personnel) do not have educational assignments that lend themselves to any of the required information. Such unit members, therefore, shall provide information relevant to the services they provide.

6. The District shall provide, at no expense to unit members, all equipment, technical support, training, and facilities necessary for unit members to meet their responsibilities as provided for herein.
7. The Alliance shall promptly notify the Superintendent in writing in the event that the equipment, technical support, training and/or facilities furnished by the District in furtherance of individual teacher websites are insufficient to the extent that one or more unit members are unable to discharge their responsibilities hereunder.
8. This Agreement shall be enforceable under the "Grievance Procedure" contained within the Collective Bargaining Agreement (hereinafter the "CBA").
9. This Agreement shall not alter or expand the meaning of any provisions of the CBA presently in effect between the parties.
10. The signatories below represent that they possess the requisite authority to execute this Agreement as binding on the respective parties.
11. This constitutes the entire Agreement, and no representations, either oral or written, have been made by either part other than those contained herein.
12. The parties acknowledge that this Settlement Agreement represents the full, final, and complete resolution of this matter, so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties. This Agreement may not be changed except by an instrument in writing signed by the parties.

FOR THE DISTRICT


Peter C. Scordo, Superintendent dated July 23, 2010

FOR THE ALLIANCE


Lorelei Stephens, President dated 9/7/10



Elwood Teachers Alliance

PO Box 181, E. Northport, NY 11731-0181 * Phone/Fax 631-472-3729

October 12, 2009

Mr. Robert Annucci
Assistant Superintendent, Human Resources
Elwood Public Schools
100 Kenneth Avenue
Greenlawn, NY 11740

Dear Mr. Annucci,


Please accept this clarification of contract language regarding column movement for salary increase for members of the Elwood Teachers Alliance, referred to below at the ETA.

As per our conversations regarding the confusion surrounding clauses in the ETA contract regarding column movement specifically those dealing with the number of, and percentage of, graduate level courses, we would like to present an interpretation that would be acceptable to adopt from this point forward. (Mainly, but not exclusively XVG(3))

In order for a ETA member to reach the column of MA+60, they must have accumulated at least 15 of their post-masters credits at the graduate level. In order for a ETA member to reach the column of MA+75, they must have accumulated at least 22.5 of their post-master credits at the graduate level. Additionally, any ETA member who is granted credits for coursework completed prior to being hired by Elwood UFSD, must have at least 7.5 graduate credits earned after their hiring date in order to reach MA+75.

Your signature below indicates that you agree with the aforementioned clarification. Thank you for your time and attention to this matter.

Sincerely,


Lorelei Stephens, President
Elwood Teachers Alliance


Mr. Robert Annucci


Mrs. Lorelei A. Stephens

Cc: Mr. Robert Annucci
David Trabulsi
file



ELWOOD PUBLIC SCHOOLS
100 Kenneth Avenue
Greenlawn, New York 11740 -2900
Telephone: (631) 266-5403
Fax: (631) 368-2338

William J. Swart Ed.D.
Superintendent

Robert A. Annucci
Assistant Superintendent
for Human Resources

June 7, 2005

Ms. Lorelei Stephens, President
Elwood Teachers' Alliance

Dear Ms. Stephens:

This will confirm the agreement reached with reference to the unit affiliation of Social Workers, beginning July 1, 2005.

It is has been agreed among the Council of Elwood Administrators (CEA), the District, the Elwood Teachers Alliance (ETA) and the Social Workers that, effective as of July 1, Social Workers in the employ of the District will be affiliated with your unit rather than the CEA..

The District and the ETA further agree as follows -

1. Notwithstanding any other provision in our Collective Bargaining Agreement, including, but not limited to Article I, the District recognizes the ETA, effective July 1, 2005, as the exclusive representative and bargaining agent for all individuals employed as Social Workers in the District.
2. The daily work hours for Social Workers will be the same as that which is required of secondary teachers, namely, seven. Social Workers will, however, continue to be expected to work late afternoons and evenings whenever they are so assigned. In consideration of such assignments, however, they shall be granted compensatory time on an "hour-for-hour" basis, when their daily hours of work exceed seven.

(continued)

3. Social Workers will continue to work an eleven month per year schedule, which will include the full month of June and twenty (20) work days between July 1 and August 31. (Summer work hours shall, however, not be greater than that which is required of other professional employees in the District.) In consideration of the fact that all other unit members are employed ten months per year, Social Workers will have the following amount added to their assigned step on the Teachers' Salary Schedule each year: Seven Percent (7%) of the amount called for on the Schedule. Salary for Social Workers will be paid over a twelve month period, July through June.

Please signify your acceptance on behalf of the union by affixing your signature in the space provided, below.

Sincerely,



Robert A. Annucci

Accepted:

 Suzelle A. Stephens
Signature

 6/7/05
Date