
An Agreement Regarding the
Terms and Conditions of Employment
Between the

ELMIRA CITY SCHOOL DISTRICT

And the

ELMIRA TEACHERS' ASSOCIATION

July 1, 2021 - June 30, 2024

1. INTRODUCTION

1.1 Preamble

1.11 In order to effectuate the provisions of the Public Employees Act of the State of New York (Chapter 392 of the Laws of 1967) this Agreement between Elmira Teachers Association (hereinafter "ETA"), and the Chief Executive Officer (hereinafter "Superintendent") of the School District of the City of Elmira (hereinafter "District") has been entered into as follows and shall be effective, except as otherwise noted from July 1, 2021, through June 30, 2024.

1.12 The District is committed to creating organizational structures and processes that solidify the collaborative relationship between the District and the ETA, so that all parties will work together to do what is best for students. To uphold our District mission, Every Student Succeeds, we believe:

- Every child will be seen as a learner, treated as a learner, and will succeed as a learner.
- In the individual and collaborative commitment, responsibility and accountability to the larger community.
- A safe, secure and welcoming environment promotes learning.
- A culture of ownership and participation by teachers and other staff is key to improving student performance.

Teaching is a profession. We recognize and greatly appreciate the extraordinary commitment of all school employees and the efforts they make every day to meet the needs and promote the interests of students. We believe the mission of the District is achieved when mutual understanding, a cooperative spirit, and effective communication exist within the learning community.

1.2 Witnessed

1.21 The District and the ETA have a statutory obligation pursuant to the Public Employees Fair Employment Act to negotiate with each other. The District recognizes the ETA pursuant to the Public Employees Fair Employment Act as the exclusive representative of all State Education Department certified personnel other than administrators, substitute teachers, and other casual employees who are employed by the Board of Education (hereinafter "Board") with respect to hours, wages and other terms.

1.22 Whenever the word "teacher" is used in this agreement, it will include deans, guidance counselors, social workers and school psychologists, unless expressly excluded.

1.23 WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

1.3 Negotiations of Successor Agreement

1.31 Request to Open Negotiations

At any time within nine (9) months of the termination of the agreement either party may contact the other for the purpose of setting a date to commence negotiations and establish ground rules for the negotiation of a successor agreement.

2. COMPENSATION

2.1 Remuneration

2.11 Schedules

A. Salary schedules for teachers shall be located in Appendix A and shall reflect an overall increase of:

3.3%	in 2021-2022
3.3%	in 2022-2023
3.25%	in 2023-2024

Salary schedules for Teaching Assistants shall be placed in Appendix B and shall reflect an overall increase of:

3.3%	in 2021-2022
3.3%	in 2022-2023
3.25%	in 2023-2024

- B. Starting in the 2021-2022 school year teachers who are off step shall have two thousand two hundred dollars (\$2,200.00) added to their base pay as of the first workday of each successive school year.
- C. Starting in the 2021-2022 school year Teaching Assistants who are off step shall have one thousand two hundred ten dollars (\$1,210.00) added to their base pay as of the first workday of each successive school year.
- D. Standard for Step Advancement - Any unit member with a permanent appointment and who worked at least ninety (90) school days in the preceding school year shall be entitled to appropriate step advancement.

2.12 Graduate Credit Hours/In-service Hours

- A. Graduate credit hours and/or in-service credit hours for teachers completed beyond the bachelor's degree will be paid upon completion of thirty-five (35) and fifty (50) hours as per the salary schedule. These credits may include classes graded in a traditional manner as well as pass/fail grades. It shall exclude all classes taken on an "audit" basis. Changes are to be reported to the Superintendent/Designee annually prior to October first.
- B. For hours to be applied for salary schedule increase of sixty (60), seventy (70), eighty (80) and ninety (90) hours, prior course approval by Superintendent/Designee must be received. Application for Course Approval in PD Tracker.
- C. The ten (10) hour blocks beyond sixty (60) hours can be any combination of in- service/graduate hours or all in-service or all graduate hours.
- D. Column movement shall take place effective September (1st) and February (1st) only.
- E. Unit members who are "off-step" and qualify for column advancement shall receive an increase in salary equivalent to the difference in salaries as if they were advancing across step 30 (i.e., in 2021-2022), an employee who is off-step earning eighty-three thousand one sixty-two dollars (\$83,162) with bachelor's degree plus sixty (60) hours of credit who subsequently earn ten (10) more credit hours shall receive an increase of two hundred fifty dollars (\$250.00) in addition to their negotiated salary increase.)
- F. All documentation supporting changes in column placement must be received by the District before a change will be made.
- G. Documentation must be received by September (30th) for adjustment made by September (1st), and by February (15th) for adjustment made by February (1st).

2.13 Advanced Degrees/Professional Certifications

In addition to the amount indicated in Section 2.11, unit members who have a:

- A. Master's degree shall receive one thousand dollars (\$1,000.00) per year.
- B. Master's degree and completion of doctorate program prior to defense of the dissertation shall receive one thousand seven hundred dollars (\$1,700.00) per year.
- C. Master's degree and doctorate shall receive two thousand one hundred dollars (\$2,100.00) per year.
- D. National Teachers' Board (NTB) or National Certified Counselor (NCC) certification shall receive one thousand one hundred dollars (\$1,100.00) per year.
- E. National Guidance Counselor certification shall receive one thousand one hundred dollars (\$1,100.00) per year.
- F. Master's degree and American Speech and Hearing Association certification (ASHA) shall receive one thousand five hundred dollars (\$1,500.00) per year.
- G. To receive payment for the post-baccalaureate degree or NTB/ASHA certification, the unit member must provide verification that the degree has been awarded prior to October (1st) to receive the full payment, and February (1st) to receive one-half (1/2) the payment.
- H. Those with valid Speech Language Pathologist (SLP) licenses shall receive five hundred dollars (\$500.00)

2.14 Salary Notice

Salary notices shall be provided to all unit members within fifteen (15) workdays of the first day of school or Board appointment if occurring during the school year.

2.15 Payment

Unit members shall be paid on the fifteenth (15th) of the month and on the last day of the month. If said days fall on a weekend or holiday, payday shall be on the workday immediately preceding the fifteenth (15th) or last day of the month, with the following exceptions: the second payday in December will be paid on or about December (30th); that the second payday in June shall be on the last workday of the school year.

2.16 Salary Payment

- A. Direct Deposit - Effective July 1, 2005, the payment of salaries shall be made utilizing direct deposit only. Unit members must execute standard forms for implementing one (1) wire transfer for payment of salary at one (1) banking institution. (Form in Appendix V)
- B. Elective Deductions - The District agrees to deduct from the salaries of unit members requested deductions for the New York State United Teachers Benefit Trust, VOTE/COPE and United Way. Any unit member desiring to have the District discontinue deductions they have previously authorized, must notify the District in writing. Standard forms shall be submitted by unit members for initiating, changing and terminating deductions.
- C. The District agrees to deduct ETA dues from the salaries of unit members who individually and voluntarily authorize the District to make such deductions and such monies will be forwarded promptly

to the ETA Treasurer. The authorization will be made in writing. The District shall deduct the ETA dues from the salaries of unit members each pay period of every month beginning on or before the first pay period of October and continuing until the full amount of dues has been paid by the unit members.

1. The District will remit all membership dues to the designated ETA official within five (5) school days of the time the deductions are made.
 2. No later than October first of each year of the Agreement, the ETA will provide the District with a list of those unit members who have voluntarily authorized the District to deduct dues for the ETA. The list shall include an amount of the deductions for each unit member. The District will notify the ETA monthly of any changes in said list of discontinued deductions.
 3. The District agrees that it will not accord dues deductions or similar check-off rights to any other organization with respect to unit members the ETA represents.
- D. Tax Sheltered Annuity - The District agrees that in accordance with Section 3109 of the Education Law, it will enter into an agreement with any unit member to reduce the annual salary of such unit member for the purpose of purchasing an annuity for such unit member with a vendor with which the District has an agreement to provide a qualified Section 403(b) plan pursuant to Internal Revenue Code. Payroll deductions will be bi-monthly within four (4) working days of payday and the unit member will comply with all IRS guidelines. Requests for such agreements may be made at the unit member's discretion.

2.17 Use of Personal Vehicle: Compensation

Any unit member(s), who in the course of their duty are required to use their personal vehicle **for more than 5 miles in a week**, shall be compensated at the mileage rate established by the board. Such rate applies only to authorized travel.

2.18 Longevity

The longevity stipends below are based on years of service in the District as a teacher or Teaching Assistant and are not based upon step placement or credit for prior employment outside of the District.

A. Teaching Assistants

Effective July 1, 2021, Teaching Assistants shall have a one (1) time longevity stipend in the amount of five hundred fifty dollars (\$550.00) added to their base salary at the beginning of their twentieth year of service.

In the 2021-2022 school year, Teaching Assistants beginning service year twenty-one (21) or above shall have a one (1) time longevity stipend in the amount of eighty-three dollars (\$83.00) added to their base salary. This one-time addition to base is being made in order to raise the stipend from \$467 to \$550 as referenced above.

B. All other Unit Members

Effective July 1, 2021, teachers shall have a one (1) time longevity stipend in the amount of nine hundred-fifty dollars (\$950.00) added to their base salary at the beginning of their twentieth year of service.

In the 2021-2022 school year, teachers who begin service year twenty-one (21) or above shall have a one (1) time longevity stipend in the amount of one hundred dollars (\$100.00) added to their base salary. This

one-time addition to base is being made in order to raise the stipend from \$850 to \$950 as referenced above.

2.2 Rate of Payment for Additional Duties

2.21 Extra Work Year

A. Professional Development

Unit members who volunteer to attend Professional Development opportunities offered by the District during July and August shall be compensated for up to five (5) days at the rate of thirty-one dollars (\$31.00) per hour. In order to be eligible for this pay the unit member must attend the entire workshop. Failure to attend the entire workshop shall result in the forfeiture of pay for the entire workshop except that, in extremely extenuating circumstances, permission may be granted by the District upon receipt and review of such reason. Attendance shall be strictly voluntary.

B. Work beyond the Professional Development listed in Article 2.21.A

Unit members will receive one 1/200th of their salary per day for each day worked beyond the regular teacher work year, other than for assignments in the District's Summer School Program.

C. Summer School

Remuneration for summer school assignments shall continue to be at a rate determined by the Board.

D. Psychologists

Psychologists shall receive a stipend of two thousand seven hundred fifty dollars (\$2,750.00) in addition to the regular salary as long as they work in excess of one hundred sixty (160) days.

2.22 Home Tutors

Unit members who are selected to tutor students outside the regular workday shall be paid at the rate of thirty-one dollars (\$31.00) per hour beginning in the 2021-2022 school year.

2.23 Curriculum Development

Effective July 1, 2021, unit members who are selected to develop curriculum shall be paid at the rate of thirty-one dollars (\$31.00) per hour.

2.24 Athletic Manager

There shall be one (1) Varsity and one (1) JV Athletic Manager stipend. Each JV and Varsity Athletic Manager shall be paid a stipend of six thousand dollars (\$6,000.00) per year. The Modified Athletic Manager shall be paid three thousand two hundred fifty dollars (\$3,250.00) per year. The responsibility for Athletic Managers is a twelve (12) month assignment commencing each July 1st. The Athletic Managers cannot be appointed as coach of any athletic teams while holding the position of Athletic Manager. Appointments are subject to annual review. Job holders are also subject to Section 2.28. E.

2.25 New Unit Members

If offered, new members hired prior to orientation will attend two (2) days of orientation. New unit members will receive a block of fifteen (15) clock hours of professional development credit applicable towards the State Education Department's CTLE requirement for attendance and participation in the instructional methodology workshop. The Elmira Teachers Association will be given two (2) hours of presentation time during this orientation.

2.26 Building Leadership Team (BLT)/Action Team (ACT)

- A. BLT members shall receive Record of Participation (PDP) per hour for attending Building Leadership Team meetings scheduled outside the regular workday.
- B. ACT members shall receive Record of Participation (PDP) hour for attending Action Team meetings scheduled outside the regular workday.

2.27 In-service/Continuing Education

A. Qualifying Programs

Qualifying in-service/continuing education opportunities require pre-approval by the Superintendent/Designee; are given outside the regular workday and include the following: (By September (1st) of each year the District will post the person who is the Designee.)

A description of in-service/continuing education is found in Appendix M.

The decision of the Superintendent/Designee to approve an in-service continuing education application will require that the program topic be directly related to a currently established curriculum appropriate for the unit member's current assignment or that the topic would directly enhance instructional or classroom management skills and abilities.

B. Approval Procedure

In order to receive remuneration for in-service/continuing education, the unit member shall submit the course offering and application to his/her Building Principal by using the "In-service/Continuing Education Application Form" (Appendix M). The Building Principal forwards the application to the Superintendent/Designee and the decision of the Superintendent/Designee shall be communicated to the applicant within ten (10) workdays of receipt of the form by the Building Principal.

C. Payment for In-service/Continuing Education

1. Unit members will:

- a. Be paid Thirty-one dollars (\$31.00) per hour for each hour of attendance in an in-service/continuing education workshop/seminar; or,
- b. At the ratio of fifteen (15) clock hours to one (1) in-service hour, have time credited for salary schedule purposes, for courses which have been pre-approved by the Superintendent/Designee. The accrual of in-service courses less than fifteen (15) credits will be permitted. If a unit member receives payment for the workshop/seminar, or if the workshop/seminar provides credits which the unit member will utilize towards maintaining their New York State Licensure requirements, no District remuneration will be provided. For any remuneration to be received, workshop/seminar participants must attend at least eighty percent (80%) of the scheduled classes and complete all the instructional assignments. If a unit member receives payment from a non-district source at a

rate less than the hourly District rate, the District will pay the difference, provided that the unit member submits a voucher for the difference.

- c. Unit members serving as In-service/Continuing Education presenters will be paid fifty dollars (\$50.00) per hour for each hour of class time.

2.28 Interscholastic and Co-Curricular Stipends Effective July 1, 2021

Title	Location	Year 1	Year 2	Year 3	Year 4	Year 5
Advisor	Ninth Grade	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Advisor	Tenth Grade	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Advisor	Alt. HS	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Advisor	Eleventh Grade	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Advisor	Twelfth Grade	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Art Club		\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Baseball	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Baseball	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Baseball	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Baseball	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Basketball	Unified	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Basketball	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Basketball	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Basketball	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Basketball	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Bowling	Unified	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Bowling	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Bowling	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Cheerleading	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Cheerleading	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Cheerleading	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Cheerleading	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Chemistry Bowl		\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Coordinator	PreK-8	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Cross Country	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966

Cross Country	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Cross Country	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Diving Coach	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Dramatics	Assistant High School	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Dramatics	High School	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Dramatics	Middle School (2)	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Extra Classroom Treasurer	Middle School	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Extra Classroom Treasurer	Sr. High	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
FBLA Club		\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Football	Assistant Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Football	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Football	Assistant Junior Varsity	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Football	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Football	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Football	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Golf	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Interact Club		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
International Student Exchange		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Intramurals	all levels	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Jazz Ensemble	all levels	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Lacrosse	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Lacrosse	Assistant Junior Varsity	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Lacrosse	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Lacrosse	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Lacrosse	Assistant Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Lacrosse	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Marching Band	Assistant Director (2)	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Marching Band	Color Guard	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907

Marching Band	Assistant Director	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Marching Band	Director, Sr High	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Mock Trial		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
National Honor Society	Broadway Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
National Honor Society	Ernie Davis Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
National Honor Society	High School	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
News Club	Broadway Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
News Club	Ernie Davis Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
News Club	High School	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Pep Band		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Quiz Bowl		\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
S.A.D.D. Advisor		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
SAT Prep		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Secondary Ski Club		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Select Instrumental Group	High School (2)	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Select Instrumental Group	Broadway Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Select Instrumental Group	Ernie Davis Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Select Vocal Music Group	High School	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Select Vocal Music Group	Broadway Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Select Vocal Music Group	Ernie Davis Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Soccer	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Soccer	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Soccer	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Soccer	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Social Media	High School (Literary Mag)	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Social Media	EDA, BA	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966

Softball	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Softball	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Softball	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Softball	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Spring Track	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Spring Track	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Spring Track	Assistant Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Spring Track	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Stage Tech Club	HS, EDA, BA	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Student Government	Alt. HS	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Student Government	Broadway Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Student Government	Ernie Davis Academy	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Student Government	High School	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Swimming	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Swimming	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Swimming	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Tech Club	HS, EDA, BA	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Tennis	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Tennis	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Track	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
U.N. Club		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Unified Sports Advisor (s)		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Varsity Club		\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Volleyball	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Volleyball	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Volleyball	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Volleyball	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Winter Track	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Winter Track	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Winter Track	Assistant Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966

Winter Track	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Wrestling	Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Wrestling	Junior Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Wrestling	Varsity	\$6,300	\$6,930	\$7,623	\$7,851	\$8,087
Wrestling	Assistant Modified	\$3,150	\$3,465	\$3,812	\$3,888	\$3,966
Wrestling	Assistant Varsity	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287
Yearbook	Alt. HS	\$2,310	\$2,541	\$2,795	\$2,850	\$2,907
Yearbook	Ernie Davis Academy	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Yearbook	Broadway Academy	\$3,360	\$3,696	\$4,066	\$4,147	\$4,230
Yearbook Lit. & Bus.	Sr. High	\$4,200	\$4,620	\$5,082	\$5,183	\$5,287

Non-classified stipends

	2021-2024
M.S. Morning Supervision	\$1,295
Athletic Account Advisor.	\$4,500
UN Club	\$865
Peer Counseling Club	\$865
District-wide Speech Chairperson	\$6,895
Dean of Students	\$2,605

Event staff at games: Twenty dollars (\$20.00) per hour.

A. Placement for Interscholastic and Co-curricular Schedules

1. Unit members are placed on Year 1 of the stipend schedule for the applicable person, except as modified by Section 2.28. G. 2.
2. Unit members shall retain their Year placement when transferring within the same classification unless they are assigned an additional activity within that class in which case they shall be placed at the entry level. (For example: (1) If a Junior Varsity Football Coach is appointed Varsity Football Coach the correct placement is Year 1 for the new Varsity Football Coach; or (2) if a Year 3 Varsity Football Coach gives up Varsity Football and accepts a Varsity Baseball position s/he shall be placed on Year 3; or (3) if the coach continues as Varsity Football Coach and accepts Varsity Baseball, in addition, s/he will be placed on Year 1 for the Varsity Baseball assignment.) For assignments to a "higher" position in the same sport, step placement shall be made so that a unit member does not receive a lower stipend when taking another position in the same sport.
3. Any break in service that is more than three (3) years, the unit member shall be placed at year 1.

B. Payment for Interscholastic and Co-curricular Activities

Interscholastic coaches shall be paid in two (2) equal installments; the first at mid- season and the final at the end of the regular season after all coaching related duties are completed. Intramural and Co-curricular activities shall be paid in equal installments over the length of the activity.

C. Intramurals

1. Middle School

These positions may be shared or divided among several unit members. The amount paid for the activity shall be divided or shared among those sharing the duties according to the months spent in performing the required services. In no event shall the shared payment(s) exceed the amount paid for the assignment.

2. Elementary

Combined programs - girls and boys. The payment for the program at each building may be shared.

3. Stipend holders are required to offer thirty-five (35) one-hour sessions to receive their full stipend amount.

D. Interscholastic and Co-curricular Assignments

A stipend holder will continue to hold the position until they:

1. resign from the interscholastic or co-curricular position;
2. resign from employment with the District;
3. retire into a New York state retirement system (based upon employment in or out of the District); or,
4. are removed for unsatisfactory performance or disciplinary reason.

Coaches shall be evaluated in accordance with the form in Appendix U. Other stipend holders shall be evaluated in accordance with the form in Appendix Y.

E. Unfilled Interscholastic and Co-curricular Positions

Unit members shall be given preference in filling interscholastic and co-curricular assignments. In the event that a position is not filled by the deadline, the appropriate administrator will consult with the appropriate position holder(s) to ascertain to what degree they can assume the added responsibility of the vacant position. It will be mutually agreed upon as to how the compensation of the position will be divided.

If a vacancy exists and is filled by an individual who is non-exempt in accordance with the Fair Labor Standards Act, s/he will be paid at a rate determined by the District. The District shall determine the manner in which time worked is reported for non-exempt employees.

F. Post Season Play

Post seasons play, shall be defined as any Section 4 or NYSAA mandated contest after Section 4 regular and post season play (after sectional finals).

For each week a team goes further into the playoffs after their league/class/division competition ends, coach and assistant coaches shall be compensated based upon a weekly amount.

- Coaches: \$200.00/week
- Assistant Coaches: \$100.00/week

To be included in regular payroll.

2.29 Covering the Annual Review and Writing IEPs and/or Medicaid Reports

Teachers completing Annual Reviews, writing IEPs and/or completing Medicaid papers for students not on their caseload shall be paid fifty dollars (\$50.00) per completed document.

3. EMPLOYEE BENEFITS

3.1 Health Insurance

3.11 Eligibility

The District shall provide individual, employee and spouse, employee and child(ren) or family health, dental, and vision benefits to all ETA members who are employed by the District in positions that regularly require thirty (30) or more hours of service per week (each such person, an "Eligible Employee") and retired ETA members who retire while this Agreement is in effect and who, on the date of their retirements: (a) are employed in such positions, (b) are enrolled as a participant in plans sponsored by the District offering such benefits (or as the spouse of a participant if both spouses are employees of the District), (c) have completed at least ten (10) years of employment with the District, and (d) have written confirmation from the applicable New York state retirement system evidencing their approval for retirement benefits (each such person, an "Eligible Retiree").

3.12 Health, Vision, and Dental Coverage For Employees

- A. Effective July 1, 2020, the District shall provide all Eligible Employees the opportunity to participate in the following health benefits:
1. Medical, surgical, and prescription drug coverage for participants and their spouses and dependents as set forth in the Excellus PPO
 2. Dental coverage (including coverage for preventive care and orthodontic care) for participants and their spouses and dependents as set forth in the Delta Dental PPO Plus Premier Plan II; and,
 3. Vision coverage (including coverage for eye examinations, eyeglasses, and contact lenses) for participants as set forth in the Davis Vision Premier Platinum Annual Plan as provided by the NYSUT Member Benefits Trust.
- B. An Eligible Employee shall be eligible to participate in vision and dental benefits offered by the District even if s/he does not participate in the medical, surgical, and prescription drug coverage described in Section 3.12. A.
- C. The District and ETA agree that the District may, on or after January 1, 2016, issue a request for proposals to provide dental and vision coverage (with the effective date of such proposals to be July 1, 2016) and that, after receipt of such proposals, the District may reopen this Agreement by written notice to ETA for the sole purpose of negotiating regarding the dental and vision coverage provided herein. This paragraph does not limit the District's ability to issue requests at any other time during the term of this Agreement, but this paragraph shall not obligate ETA to reopen negotiations other than as set forth herein.
- D. For the period from the beginning of the term of this Agreement through the day before the effective date noted above, health, vision, and dental coverage, as applicable, shall be provided by the District pursuant

to and to the extent of the terms of the agreement, including amendments thereto, covering the period immediately preceding this Agreement.

- E. The surviving spouse or dependents of a deceased eligible employee shall pay the same amount for premiums or premium equivalents as the eligible employee would have paid for a period of (3) months. After the third month they will be eligible for full COBRA benefits as provided for under the law.

3.13 Health, Vision, and Dental Coverage for Retirees

Effective July 1, 2014, each Eligible Retiree shall be provided by the District an opportunity to participate in the benefits described above in Section 3.12, as such benefits might be altered from time to time by negotiations between the District and ETA for its active members, until such date as s/he becomes eligible to enroll in Medicare Part A or Part B ("Medicare Eligibility Date"), upon which date, the Eligible Retiree's participation in the plans affording such benefits shall terminate; provided, however, that the spouse/dependent of such Eligible Retiree may continue to participate until his/her own Medicare eligibility date, after which the following should also be offered to such spouse/dependent. From and after an Eligible Retiree's Medicare Eligibility Date, the District shall provide him/her the opportunity to participate in a Medicare Advantage plan. In the event that the District does not offer an Eligible Retiree who has reached his/her Medicare Eligibility Date the opportunity to participate in a Medicare Advantage plan that provides dental coverage, the District shall permit such Eligible Retiree to continue his/her participation in a plan described in Section 3.12. A. 2 until such time as the District offers him/her the opportunity to participate in a Medicare Advantage plan that provides dental coverage.

3.14 Contributions to the Cost of Providing Health Benefits

- A. The District shall pay a percentage of all premiums and premium equivalents due for the benefits described in Section 3.12. A. 1, which percentage shall be based on the gross compensation paid by the District to an Eligible Employee in the relevant fiscal year as follows:

Gross Compensation	Percentage Contribution by District
Under \$20,000	Ninety five percent (95%)
\$20,000 - \$39,999.99	Ninety percent (90%)
\$40,000 - \$59,999.99	Eighty-five percent (85%)
\$60,000 and up	Eighty percent (80%)

- B. In addition, the District shall pay an amount equal to one hundred percent (100%) of all premium equivalents and premium contributions due for the benefits described in Sections 3.12. A. 2 and 3.12. A. 3. An Eligible Retiree shall contribute for the duration of his/her retirement an amount equal to what s/he paid for health coverage at the time of retirement. At such time as an individual retiree provides the District with documentation verifying that s/he is now covered under Medicare or that everyone receiving coverage under the retiree's family or multi-person coverage is covered under Medicare, the retiree shall no longer be required to make any premium or premium equivalent payments.
- C. Each Eligible Employee or Eligible Retiree who is eligible to participate in the plans described in Sections 3.12 and 3.13 shall, as a condition of his/her participation in such plans, remit to the District an amount equal to that portion of the premiums or premium equivalents (as applicable) not paid for by the District pursuant to the preceding paragraph due for his/her coverage (and that of any spouse and dependents enrolled through him/her) under such plans. The District shall afford all employees eligible to participate in one or more of the plans described in Section 3.12 an opportunity to participate in a premium conversion plan through which they may pay their share of premiums and premium equivalents due for their coverage under such plans via pre-tax withholding from their wages, which premium conversion plan may require an affirmative written election by employees who do not wish to pay their share of premiums or premium equivalents via pre-tax withholding. Eligible Retirees shall pay

installments, in advance, on the first day of July, October, January, and April.

3.15 Continuation of Benefits During Unpaid Leave

An employee who is on an unpaid leave of absence from his/her employment with the District that qualifies as leave to which the employee is entitled under the Family and Medical Leave Act of 1993, as amended ("FMLA Leave"), may continue his/her participation in plans described in Section 3.12 in which s/he is participating on the date of the commencement of such leave by making all contributions therefore required under Section 3.14. An employee who is on an unpaid leave of absence from his/her employment with the District that is not FMLA Leave shall be required to pay the District an amount equal to (a) for the first month of such leave, the contributions determined under Section 3.14 for such month, and (b) for the remainder of such leave, one hundred and two percent (102%) of the premiums or premium equivalents therefore, as a condition of the continuation of his/her participation in such plans for the duration of such leave.

3.16 Cash-in-Lieu of Health Benefits

- A. Effective July 1, 2021, the District shall permit each Eligible Employee the opportunity to elect to receive a cash benefit equal to in exchange for the Eligible Employee's waiver of his/her right to participate (as an employee, without regard to participation as a spouse or dependent) in the benefits described in Section 3.12.A.1 for any fiscal year of the District. Such a waiver shall be made in writing prior to the first day of the fiscal year for which it shall be effective or, for newly eligible employees, during an initial enrollment period specified by the District, and otherwise be made on such forms and at such times as the District shall determine from time to time. The payment will be based upon the number of unit members who elect not to participate in the District provided insurance, determined on August 31st.

Number Opting Out	Amount of Buyout
1-100	\$1,800
101-149	\$2,250
150 +	\$2,500

- B. Once made, such a waiver shall be irrevocable for the fiscal year for which it has been made; provided, that an Eligible Employee who waives his/her right to participate in the benefits described in Section 3.12.A.I on account of his/her enrollment in other similar benefits or coverage shall be permitted to revoke his/her waiver and elect to commence participation in the plan providing the benefits described in Section 3.12.A.I upon the loss of such other coverage, subject to the terms and conditions of such plan. In the event that a waiver of benefits is revoked by an Eligible Employee mid-fiscal year, as permitted by the preceding sentence, the cash benefit to which s/he shall be entitled for the fiscal year shall be reduced by one hundred dollars (\$100.00) for every full or partial month in which s/he participates in benefits described in Section 3.12.A.I during such fiscal year. If already paid to the Eligible Employee, the amount by which his/her cash benefits are reduced shall be added to the employee's share of premiums or premium equivalents due for the fiscal year under Section 3.14. If an Eligible Employee becomes newly eligible for and makes an appropriate election to receive cash benefits described in this section mid- year, the cash benefit for which s/he shall be eligible shall be prorated as described in the second sentence of this paragraph.

3.17 Termination of Benefits

Unit members terminated or who resign, are entitled to continuation of health plan coverage as provided by COBRA provided, however, that the written election to do so shall be made as required on the District form

and payment of quarterly charges are paid in advance to the District Business Office.

3.2 Health Flexible Spending Account

The District shall afford each Eligible Employee the opportunity to participate in a Health Flexible Spending Account plan ("Health FSA") into which s/he may elect to have contributions made via pre-tax withholding from his/her wages. All costs of administration of the Health FSA will be borne by the District.

3.3 Paid Absence From Work

3.31 Notification of Absence

Unit members, when reporting that they will be unable to report to work, shall adhere to the procedures set forth in Section 4 of this agreement.

3.32 Personal Illness

A. All Unit Members

Upon employment, unit members shall be credited with thirty-four (34) sick days which may be used over the first twenty-four (24) months. Any unused sick days at the end of the twenty-four (24) months shall be accumulated for subsequent use. For each successive twelve months (12) month period, the unit member shall be credited with seventeen (17) sick days which may be used over the next twelve (12) months. Any unused sick days at the end of the twelve (12) months shall be accumulated for subsequent use.

B. Accumulation

A unit member may accumulate up to three hundred and five (305) sick days. However, the cap for personal illness leave cash-in as referenced in section 3.33 of this agreement shall be 220 sick days. For those who were credited with 85 days (17 days per year) in a lump sum prior to July 1, 2021, the accumulated sick days shall not include the amounts credited in Section 3.32.A until the end of the applicable sixty (60) month period. Should a member resign before the end of any sick leave allotment time period the days earned will be prorated. If more days are used than accumulated/earned, the member will be responsible for repaying the time used. The District may withhold the monies owed from the final paycheck. Sick leave is also prorated at the time of retirement for the purpose of personal illness leave cash-in as defined under section 3.33.

C. Sick leave is prorated at the time of resignation, retirement and termination.

D. Attendance Incentive

Bargaining unit members will qualify to receive an annual Attendance Incentive. The value of the incentive will be as follows:

Number of Days Used Sept-March	Dollar Amount of Incentive
Zero (0)	One hundred fifty dollars (\$150.00)
One (1)	One hundred dollars (\$100.00)
Two (2)	Fifty dollars (\$50.00)
Three (3) or more	Zero dollars (\$0.00)
Number of Days Used April-June	Dollar Amount of Incentive
Zero (0)	Three hundred dollars (\$300.00)

One (1)	Two hundred dollars (\$200.00)
Two (2)	One hundred dollars (\$100.00)
Three (3) or more	Zero dollars (\$0.00)

If more than six (6) days are used from September - March, the incentive for April - June is forfeited. All full or partial sick days, and/or unpaid leave days will be used in calculating this incentive. Days used to attend conferences or conduct school business will not count against the member's attendance for the purpose of this incentive. Said incentives shall be paid in the second payroll of April and the first payroll of July, respectively.

E. Evidence of Incapacitating Illness

The Superintendent may, at his/her discretion, require satisfactory evidence of incapacitating illness which keeps the unit member from discharging his/her duties. Within five (5) working days of the request the unit member shall provide documentation from their physician supporting the need to be absent from work. The specific nature of the absence need not be disclosed.

F. Summer School

Summer School teachers shall be granted one (1) day of non-accumulation sick leave.

3.33 Personal Illness Leave Cash-In

Upon giving at least ninety (90) days irrevocable written notice of their retirement, an employee can avail themselves of a sick leave cash-in benefit for up to two hundred and twenty (220) accumulated days in accordance with the following procedures:

- A. They must have at least one hundred ten (110) days of accumulated sick leave at the time of their retirement. When calculating the number of accumulated days, the current five (5) year allotment (granted prior to July 1, 2021) shall be prorated based upon the number of years worked (see 3.32. C above).
- B. An employee shall receive thirty-five dollars (\$35.00) per day for each accumulated sick day. To receive this mandatory non-elective contribution, the employee must establish a 403(b) account at least thirty (30) days prior to retirement in accordance with Section 2.16. D.
 - 1. Upon giving at least one hundred eighty (180) days' irrevocable written notice of their retirement, an employee shall receive fifty dollars (\$50.00) per day for each accumulated sick day. To receive this mandatory non-elective contribution, the employee must establish a 403(b) account at least thirty (30) days prior to retirement in accordance with Section 2.16. D.
 - 2. Upon giving at least three hundred sixty-five (365) days in-evocable written notice of their retirement an employee shall receive eighty-five dollars (\$85.00) per day for each accumulated sick day. To receive this mandatory non-elective contribution, the employee must establish a 403(b) account at least thirty (30) days prior to retirement in accordance with Section 2.16. D.
- C. The ninety (90) day notice requirement may be waived by the Superintendent after receipt of the recommendation of an employee's application for waiver from the ETA President and Associate Superintendent for Instruction.

3.34 Family Illness

A unit member may designate up to twenty-five (25) sick days in each five (5) year period as family illness days. For the purpose of this section, family shall be defined as set forth under Section 3.36. A.

3.35 Personal Leave

- A. Days Allowed - All full-time employees shall receive two (2) days of personal leave per year with pay. Any of the days which are unused during the year will be added to the employee's cumulative sick leave total at the end of the school year. The purpose of the personal leave is to allow an employee the opportunity of conducting business of a personal nature which they do not wish to reveal, and which cannot be conveniently transacted at any other time. Further, personal leave may not be taken on either the workday immediately before or after a holiday or vacation period, or in conjunction with other absences to extend a holiday or vacation. In extremely extenuating circumstances, permission may be granted by the District upon receipt and review of such reasons.
- B. Nature of Use - Notice of such absence will be submitted by completing the Personal Leave Form (See Appendix W). Said forms will be supplied by the Building Principal. For the period between January first and June thirtieth, it is requested that notification for personal leave shall be made to the Building Principal at least two (2) school days in advance. In cases of emergency, where the advance notice cannot be given, the form will be completed upon return to work.
- C. Additional Leave - Additional personal leave, which will be deducted from sick leave, may be granted to individual employees in extenuating circumstances by the Superintendent/Designee.
- D. Personal Leave Incentive - A bargaining unit member shall receive an incentive of two hundred dollars (\$200.00) if they do not use any personal days during the period of September to June.

3.36 Bereavement

- A. Conditions Stated -Time off without loss of pay will be given for the following:
 - 1. A death in immediate family. An employee shall be entitled to up to five (5) days paid leave for the death of a spouse or child. Additional bereavement leave, which will be deducted from sick leave, may be granted to individual employees in extenuating circumstances by the Superintendent/Designee.
 - 2. An employee shall be entitled to up to five (5) days paid leave for the death of a parent, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, sister-in-law and brother-in-law.
 - 3. Death outside immediate family. An employee shall be entitled to one (1) day paid leave for the death of foster siblings, half-siblings, nephew, niece, aunt, uncle, and in-laws not included in paragraph "1" above. A second day shall be provided when travel exceeds one hundred twenty (120) mile radius from Elmira. However, up to five (5) days leave may be allowed upon approval of the Superintendent of his/her designee. Any days granted in excess of the one (1) day shall be taken as consecutive days.
 - 4. To attend the funeral of a unit member or school employee for not more than one (1) day with the consent of the Superintendent/Designee.

3.4 Leaves

3.41 Leave Guidelines

A. Application

A unit member seeking a leave under this Section shall file an appropriate written application for approval as required herein with the Superintendent/Designee.

B. Re-employment Right

A unit member retains their tenure or probationary status, salary step, and any accumulated sick leave. A unit member granted a leave in accordance with Sections 3.44, 3.45, 3.47, 3.48, 3.49 or FMLA shall not accrue nor accumulate any additional rights or benefits during the period of leave.

C. Return to Work

Notwithstanding other provisions set forth in Section 3.3, any unit member requesting a leave after December (31st) first other than for a short-term leave of (31st) days or less shall not be entitled to return to work during that school year after April (30th). If the teacher is willing and able to return to work and the District decides to exercise this section of the contract, the teacher shall continue his/her health insurance fully paid by the District until the end of the school year.

D. Exceptions to Return to Work

A unit member may make application to the Superintendent to waive the provision set forth in Section 3.41. C. Within ten (10) days of the receipt of the application the Superintendent and ETA President shall meet to determine whether to approve or reject the application.

E. A unit member shall not accrue any seniority during periods of unpaid leave except as required by law.

3.42 Conference and Professional Visitation Leave

An appropriate form (Appendix 0) requesting approval to visit within or outside the District must be secured from the Building Principal. Request for approval of a visit must be submitted at least ten (10) days before the visit is to occur. Approval for visits will be at the discretion of the Superintendent/Designee. A written report of the visit may be required by the Superintendent within ten (10) days of unit member's visit.

3.43 Court Attendance and Jury Duty

A. Court Attendance

Time off without loss of pay may be given for court attendance when on school business or when subpoenaed.

B. Jury Duty

School employees are encouraged to fulfill their civic obligation in cases of jury duty. The difference between any compensation received and the regular pay of the unit member with the District shall be made up by the District. Prior approval must be secured from the Superintendent/Designee.

3.44 Educational Leave

A unit member may be granted a leave without pay for educational purposes for a period of not more than two (2) years by the Board.

3.45 Short-Term Leave

A. Unit members may have the privilege of being absent without pay for such reasons as accompanying husband or wife on a trip, going out of town for emergency reasons, etc. Permission for such leave must be obtained in advance from the Superintendent/Designee. The permission of the Building Principal

must be obtained with the unit members giving as much prior notice as possible. Permission will be granted, subject to obtaining a qualified substitute, and adequate planning for the period must be done by the unit members prior to their leave.

- B. This leave shall not exceed two (2) weeks. This leave may not be granted more than once every five (5) years.

3.46 Extended Leave for Personal Illness

Whenever a unit member is absent from school for an extended illness, such unit member may apply for a leave of absence and may be granted such leave without pay, provided the unit member's personal physician communicates with the Superintendent, and certifies that the health of the unit member is such that s/he is unable to perform the regularly assigned duties. Such leave may be granted by the Board for not more than one (1) year. Before returning to work for the District, the unit member shall obtain a certificate of good health and medical clearance from his/her personal physician and forward it to the Director of Personnel. The District shall have the right to have the unit member examined to determine if the unit member is or is not able to return to his/her position.

3.47 Military Leave

Section 243 of the Military Law, State of New York, as the same may be amended from time to time, shall govern all military leaves.

3.48 Parental Leave

- A. All or any portion of leave taken from work because of a medical disability resulting from the pregnancy may, at the unit member's option, be charged to their available sick leave.
- B. Family Medical Leave Act Leaves after the Birth or Placement of an Adopted Child:
If only one (1) parent works for the District, then that parent is entitled to either:
1. Six (6) weeks of paid leave (using accumulated sick leave) for time taken within the first six (6) weeks following the birth or placement of the child into the home, and an additional six (6) weeks without pay, OR
 2. Up to twelve (12) weeks without pay taken at any time within the first twelve (12) months of the birth or placement of an adopted child within the member's home.

If both parents work for the District, then they are entitled to one (1) of the following:

1. Six (6) weeks of paid sick leave each (using accumulated sick leave), if said parental leave is taken within the first twelve (12) weeks following the birth or placement of the member's child. Both parents may choose to overlap their respective six (6) weeks, OR
2. Six (6) weeks of paid sick leave (using accumulated sick leave), if said parental leave is taken within the first six (6) weeks following the birth or placement of the member's child. The other parent may take an additional six (6) weeks without pay at any other time within the first twelve (12) months of the birth or placement of an adopted child within the member's home, OR
3. Both parents are entitled to six (6) weeks each without pay taken at any time within the first twelve (12) months of the birth or placement of an adopted child within the member's home, OR

4. Just one (1) parent is entitled to twelve (12) weeks without pay taken at any time within the first twelve (12) months of the birth or placement of an adopted child within the member's home.
- C. A parental leave of absence without pay shall be granted to a unit member for the purpose of childbearing and/or child rearing as follows:
1. A unit member who is pregnant shall be entitled, upon request accompanied by a physician's certificate of pregnancy, to a parental leave beginning at any time between the commencement of the pregnancy and the birth of the child. This parental leave may be granted for a maximum of one (1) year, unless an extension of one (1) year or less is requested by the unit member and granted by the Board. Said employee shall notify the Superintendent in writing of the desire to take such leave and, except in case of emergency, should give notice at least sixty (60) working days prior to the date on which the leave is to begin. A unit member who is pregnant may continue in active employment as late into the pregnancy as is desired, provided she is able to perform properly the required functions and have the approval of their physician.
 2. A unit member may be approved for a maximum of one (1) year of parental leave to assist in rearing a child who resides in the household until the child is one (1) year of age, unless an extension of one (1) year or less is requested by the employee and granted by the Board. Said unit member shall notify the Superintendent in writing of the desire to take such leave and, except in case of emergency, should give such notice at least sixty (60) working days prior to the date on which the leave is to begin.
 3. A unit member adopting a child may be entitled upon request to a maximum leave of one (1) year to commence at any time during the first year after adopting said child, providing as much notice as can be provided.
 4. Pursuant to Section 3.48, a unit member shall have the following re-employment rights:
 - a. Within ninety (90) days after notifying the Superintendent of the desire to return from parental leave, the unit member shall be assigned to an available position within the tenure area. Should there be no available position, the unit member would have all rights under Section 2510, Subdivision 3 of the New York State Education Law as may be amended.
 - b. Such unit member shall remain on the same salary step as attained immediately prior to the granting of a parental leave.
 - c. While on leave, the unit member shall have the option to remain an active participant in the District Health Plan by contributing the full cost of the premiums for their selected programs.

3.49 Sabbatical Leave

- A. Eligibility - Teachers who have served for seven (7) years may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for study, health, or travel. The aforesaid eligibility and application requirement are in effect until such time as the Professional Development Plan Committee develops new criteria as approved by the Board.
- B. Application - Applicants must file with the Superintendent, a statement of the definite purpose for which such leave of absence is desired. This statement must include the institution at which the individual is to study and the courses to be pursued. Applications must be filed three (3) months (excluding July and August) prior to planned sabbatical leave. In unusual circumstances, a later application may be considered. The applicant will be informed of the Board's decision as soon as possible.

- C. **Required Reports** - Teachers granted sabbatical leaves of absence are required to submit a report twice each semester to the Superintendent during such absence, indicating the nature of the and the application of these to the work of the teacher concerned. If such reports indicate the conditions of application of said sabbatical leave are not being met, the leave may be terminated by the Board at any time at the recommendation of the Superintendent. Any major change of plans during the time of a sabbatical leave must have the approval of the Superintendent or salary payment may be discontinued immediately.
- D. **Condition of Service** - As part of the application for a sabbatical, applicants must include a written commitment to remain in the service of the Board for two (2) years after the expiration of such leave, or in the case of resignation, within two (2) years, to refund the Board such prorating of the salary paid during the leave of absence as the unexpired portion of two (2) years shall bear to said period.
- E. **Term of Leave** - Such leave shall be granted for either one (1) full year or one (1) full semester.
- F. **Further Eligibility** - A teacher taking leave shall not be eligible for another such leave until seven (7) years have expired after their return.
- G. **Payment** - A teacher on sabbatical leave will receive one half (1/2) of contract salary for the length of leave.
- H. **Number on Leave** -The maximum number of sabbatical leaves that can be granted for each school year shall not exceed eight (8) semester units. In case the number of applications exceeds eight (8) semester units, the following criteria shall be considered in making the selection:
 - 1. Length of service; preference being given to those longest in service.
 - 2. Distribution by schools, care being taken that the number from any school shall not be comparatively excessive.
 - 3. Nature of service, provision being made that the benefits of such leave of absence shall be distributed, as fairly as possible, among all elementary and secondary school instructional positions.
- I. **Continuation of Benefits** - Teachers will receive regular annual salary increments during a sabbatical leave as would apply for regular service in the school, but the teacher will not be eligible for fringe benefits, except the Board will pay the teacher's retirement rate on the reduced salary and will continue to pay its share of the health insurance premiums.

3.50 Union Leave

Leave without pay may be granted by the District for a period of two (2) years for elected office in New York State United Teachers, American Federation of Teachers or state or national political office. Leave without pay may be granted by the District for a period of one (1) year for New York State United Teachers or American Federation of Teachers staff positions. While on leave, the unit member shall have the option to remain an active participant in the District Health Plan by contributing the full cost of the premiums for their selected programs.

3.51 Employee Assistance Program (EAP)

A. Program Establishment

- 1. The District and the ETA mutually agree that alcoholism, alcohol and drug abuse, and other behavioral/medical problems which repeatedly affect job performance and job safety are treatable

conditions.

2. It is mutually agreed to initiate an Employee Assistance Program for unit members and their families in order to:
 - Identify the problem at the earliest possible stage.
 - Motivate the unit member to seek help.
 - Direct the unit member to a viable assistance program.
3. Any unit member who seeks assistance will not jeopardize his/her job security or for promotion opportunities. No information obtained from or about a unit member as a result of their participation in the program shall be made available to be used for any purpose by either party, unless an employee decides that such release is in his/her interest and gives written authorization for release of information. Nothing contained in this paragraph shall be construed to prevent the District from pursuing disciplinary action against a unit member who has engaged in improper conduct, even if that conduct arose from a condition for which the unit member seeks assistance under the Program.
4. It will be the decision and subsequent responsibility of the unit member to comply with the referrals for diagnosis and to cooperate with prescribed therapy.
5. It will be the responsibility of all District supervisors and union representatives to implement this policy. This responsibility will be limited to assessing job performance and taking appropriate corrective action. Managers will refrain from making any diagnosis relative to the unit member's behavioral/medical problem.
6. Implementation of this program will not require or result in any special regulations, privileges or exemptions from standard administrative practices applicable to job performance requirements, especially in those instances where the health and safety of students and other employees are concerned.
7. The implementation and responsibilities under the Employee Assistance Program shall not create any duty to the unit members entering the program nor shall it create any liability on the part of any District employee implementing said policy. All employees of the District shall be held harmless from claims by fellow employees arising out of the implementation of this policy.
8. These guidelines will be in effect until June 30, 2024, at which time they will be reviewed by the District and the bargaining unit.

3.52 Sick Leave Bank

The purpose of the sick leave bank is to provide sick leave to members who have serious personal health conditions (as defined by the Family and Medical Leave Act), and who have exhausted all their accumulated sick and personal leave and exhausted their leave time under FMLA. It is not designated for care of a newborn or other family care issues.

To establish the bank, the ETA president shall collect one (1) day from each member. Additionally, members will automatically contribute one (1) day in any school year that begins on a year ending in a five (5) or a zero (0). For example, members will automatically contribute one day on September 1, 2025. Days donated by members will be subtracted from their accumulated leave and not repaid to them in any way.

A member may donate up to twenty (20) days in any school year upon written request. Additionally, if at the time of retirement, a member has additional days not used as part of the buyback, up to thirty (30) days will be automatically credited to the bank. If the bank is exhausted, it will be replenished through donations of the

members on an as needed basis. Such donations will be collected by the ETA President. In addition, the subsequent new hires will be required to give one (1) day to the bank during their first year of employment.

Members in need of days from the sick leave bank may apply in writing to the Superintendent or Designee and ETA President. The written request shall include a letter from the employee requesting the amount of time needed and a statement from the attending physician identifying the personal illness as qualifying under FMLA.

The request shall then be given to a committee of three (3) people, appointed by the ETA President, who shall approve or deny the request. The Committee may question the adequacy of the medical certification using the procedure as stated in the Family and Medical Leave Act. Once it is identified as an FMLA qualifying leave, the member will be granted up to twenty (20) days of sick leave from the bank. If additional leave is required, an additional request shall be made using the procedure above. If approved, the second request in a school year will result in up to an additional ten (10) days of sick leave being provided. The total amount of sick bank days to be credited to any employee will be limited to no more than thirty (30) days in one school year. No repayment of days will be made to the bank by the recipient or the District.

This leave runs subsequent to both the exhaustion of the member's other paid leave(s) and the exhaustion of the member's entitlement of FMLA leave and in no way should be construed as extending the length of FMLA leave beyond the amount of leave required by law.

3.53 Emergency Sick Leave during Last Two Weeks of School Year

In isolated cases, a unit member may require leave use at the end of a school year after the final paycheck is issued. In this case the following scenario will be followed:

- A. The unit member will have the day(s) deducted from their accumulated sick leave.
- B. If they lack sick leave and are returning in the next school year, they shall have the days subtracted from the new allotment of days or their salary reduced by the number of days taken without leave time.
- C. If they are not returning and are out of leave, they shall be sent a bill from the District for the days. If payment is not received within ninety (90) days, the District may charge up to five (5) days to the sick leave bank per instance.

4. TEMPORARY ABSENCE REPORTING

4.1 Notification of Absences

4.11 Deans, Instructional Support Teachers, School Counselors, School Social Workers and Psychologists shall notify the Building Principal to which they are assigned when they are unable to report to work. CSE District Chairpersons or Community Education Teacher shall notify the Director of Administration Designee when they are unable to report to work. Notification should be made utilizing the procedure stated in each Building's Teacher Handbook.

4.12 All unit members shall enter absences into Frontline Absence Management online reporting system.

4.13 All unit members, when reporting an absence, shall also indicate one (1) of the following reasons: Illness, Personal, Family Illness, or Bereavement for Benefit Time.

Unit members who are absent on school business should select one (1) of the following reasons: Type of training, conference/workshop, association leave, CSE meeting, court attendance (District business or subpoena), etc.

4.2 Obtaining a Substitute

All substitutes should be obtained in Frontline Absence Management.

However, if unit members unexpectedly need same day coverage, the building's administrator should be notified to assist in obtaining a substitute.

4.3 Per Diem Substitutes Coverage

4.31 The District shall hire substitutes for all teachers except for Deans, Guidance Counselors, School Social Workers, Psychologists, Data Curriculum Coordinators, CSE District Chairperson and who are absent from school, except in situations where this is impossible or impractical.

4.32 Teachers may be asked to cover other teachers' classes in an emergency situation. (Example: If a teacher goes home sick, their class may be supervised by teachers for the remainder of the day or until a substitute can be called.)

- A. At the time when Building Principals are notified there will not be substitutes available to cover for absent teacher(s), the Building Principals shall inform the ETA Building Representative of that situation.
- B. The appropriate District Central Administrator shall notify the ETA President upon notification from BOCES that sufficient substitute service is not available to the District to replace absent teacher(s) that day.
- C. Elementary classroom teacher aides ("aide") may, if requested, substitute for an absent teacher.
- D. Teaching Assistants ("assistants") may be available to be assigned to cover for absent teachers; the Building Principal shall first assign Teaching Assistants from non- classroom assignments and then, if there are still uncovered classrooms, the Building Principal may assign Teaching Assistants from classroom assignments.
- E. When there is insufficient coverage, non-classroom teacher(s) will be assigned to cover for absent teacher(s) based upon the plan devised by the Building TALC team. If there is still insufficient coverage after assigning non-classroom teachers, classroom teachers can be assigned to cover the assignment by asking the teacher(s) to cover during their preparation periods. Unit members will be paid twenty-five dollars (\$25.00) per preparation period of 0 - 45 minutes, thirty-nine dollars (\$39.00) per preparation period of 46 - 60 minutes or forty-nine dollars (\$49.00) per preparation period of 61 - 90 minutes.
- F. A teacher or his/her co-teacher serving students through a required "Individual Education Plan," will not be utilized to cover for absent teachers, other than for each other, except in emergency situations.

5. TERMS AND CONDITIONS OF ASSIGNMENT

5.1 Hours

5.11 Workday/Work Week

- A. The workday for unit members shall be seven and one-half (7.5) hours inclusive of lunch. Prior to the end of the school year, each Building TALC will meet to establish the next school year's starting and dismissal time for unit members in their building. If external influences dictate, the District can change the buildings starting and dismissal times.

B. Flexible Scheduling

1. Notwithstanding the starting time and dismissal time language set forth in Section 5.11. A, unit members who volunteer, and are selected by their Building Principal may work a workday with different starting and ending times, provided the workday is comprised of seven and one-half (7.5) consecutive hours inclusive of lunch. (Note that the flexible workday for School Social Workers is eight (8) hours). No later than April (1st) of each school year, the Building Principal will meet with unit members who are currently working a "flexible schedule" to determine if the unit member will continue working a flexible schedule in the next year. If the unit member or Building Principal decides not to continue with said hours, s/he will work the day set for the majority of unit members in the assigned building and the individual placed in accordance with Section 5.66, provided that a vacancy exists for the next school year in the individual's then current tenure area.
 2. The District, in its postings for new positions, is free to set forth a workday with seven and one-half (7.5) consecutive hours with a starting time and ending time which is different from the workday of the majority of unit members in the building of assignment.
- C. Elementary schools will have early release for students on Wednesday. The District will determine the use of this time on the first Wednesday of each month. The second, third, and fourth Wednesdays of each month will be unit member determined time. The District directed Wednesdays shall include the additional one- hour PDP time as per section 5.13. This meeting should begin no earlier than one (1) hour before the end of the workday. Planning on the unit member directed Wednesdays can be divided into time for individual work, occasional team planning and to complete flexible PD offerings through the District. The parties recognize that on occasion the District is required to have documentation for the NYSED regarding team planning. This requirement for documentation may occur once per month. However, there will be no expectation for a written report or meeting minutes to be provided to principals on unit member directed Wednesdays.
- D. Art, music, library, speech and physical education teachers will provide elementary students with instruction based on district and/or state guidelines.

5.12 Time Before and After Student Day

This section shall only apply to teachers assigned to the secondary level.

- A. The time before student entry and after student dismissal is primarily (more than fifty percent [50%] of the time calculated on a monthly basis) intended for preparation, pupil assistance or parent conferences. The balance of the time can be directed by the District. Accommodations shall be made for college courses, medical appointments, dental appointments, coaching and professional educator meetings.
- B. The balance of the time referenced in Section 5.12. A may be scheduled by the Building Principal, in collaboration with the BTALC, for the purpose of providing supervision of the arrival and dismissal of students. Said supervisory assignments shall not exceed fifteen (15) minutes in either the morning or afternoon. The aforesaid is only applicable to unit members who are assigned to a building on a full- time basis.

5.13 After School Meetings

Unit members shall be required to remain at the end of the workday to attend the following meetings.

- A. Superintendent's general staff meetings or other meetings called by the Superintendent.
- B. Wednesdays
 1. Duration/Number per Month

The afterschool meetings shall conclude within one hour of the regular school day. Elementary meetings include the additional time in 5.11c.

The first Wednesday of the month is designated for a mandatory Building meeting. This meeting can be used for professional development or faculty meetings.

Department meetings shall be scheduled on the fourth Wednesday. Department meetings are to be limited to no more than six (6) per school year with a duration of one (1) hour.

All other Wednesdays are teacher directed with the understanding that five (5) District offered professional development sessions must be completed per semester. The first semester will begin on the opening of school and ends January (31st). The second semester will begin February (1st) and conclude at the end of the school year. These can occur on the second, third, or fourth Wednesdays of the month or during other times if self-directed options are chosen.

One (1) additional meeting each month shall be reserved for District-level initiatives, Building Leadership Team meetings, and Action Team meetings. These meetings will not occur on Wednesdays.

2. Meeting Structure

- A. All work shall be completed within the Professional Development time.
- B. Professional development will be offered in a multi-faceted format which allows members to personalize their PD. This allows all members to select PD which best fits their individual schedules and interest. PD options will be offered by the District on a semester basis.

5.2 **Assignment for Full-Time Equivalent**

5.21 **Elementary Teachers (Pre-K, K-6)**

Maximum full-time (1.0) equivalent assignment is:

- A. One thousand five hundred fifteen (1,515) instructional contact minutes per week.
- B. A minimum of thirty (30) consecutive minutes of preparation time.
- C. A forty (40) consecutive minute duty-free lunch period.
- D. Teachers can be assigned up to twenty-five (25) morning or afternoon duty assignments per year. These duty assignments shall not exceed thirty (30) consecutive minutes.
- E. Elementary teachers will not be required to remain in the classroom while a special (physical education, music, art, and library) teacher is instructing, except in those circumstances where the presence of the teacher may be deemed necessary by the Building Principal or supervisor in order to develop an understanding of objectives.
- F. Any additional elementary time that may be freed by the District's meeting the physical education compliance regulation will be used as additional preparation time or for grade level meetings.
- G. Art, Music, Physical Education, Library, and Computer Technology the minimum instruction period shall be thirty (30) minutes; however, it shall be a goal of the District to provide instructional periods as

below when possible:

	Art, Music, PE, Library, Computer Technology
Grades P-2	35 Minutes
Grades 3-4	40 Minutes
Grades 5-6	45 Minutes

- H. For instrumental music instruction a full-time (1.0) equivalent as approximately one hundred (100) students per week and up to the equivalent of five (5) rehearsals per week.
- I. There shall be a minimum of five (5) minutes between all music, art, library, reading, computer technology and PE classes

5.22 All Secondary Teacher (7-12)

- A. One thousand two hundred (1,200) minutes instructional time per week. No more than one thousand two hundred (1,200) minutes of instruction and not more than six (6) classes. For example:

Six (6) classes of forty (40) minute	Preps Three (3)
Five (5) classes of forty-eight (48) minutes	Three (3)
Four (4) classes of sixty (60) minutes	Two (2)
Three (3) classes of eighty (80) minutes	Two (2)
Five (5) classes/ six (6) times per week at forty (40) minutes	Three (3)

Or another instructional format approved utilizing the process as defined in the District's Plan for Participation.

- B. Three hundred (300) minutes per week with students assigned by Building Principals for activities such as support services, content area extra help room, office hours, extra help, professional learning community activities, or supervision. This time is not to be used for direct instruction or class work that will be evaluated or graded.
- C. Lunch - Two hundred (200) or one hundred fifty (150) minutes per week exclusive of preparation and passing time.
- D. Planning Period - Three hundred fifty (350) or four hundred (400) minutes per week depending upon the length of the unit members' duty-free lunch (i.e., one hundred fifty [150] minute lunch, four hundred [400] minute planning period).
- E. For instrumental music instruction a full-time (1.0) equivalent has approximately one hundred (100) students per week and up to the equivalent of five (5) rehearsals per week.
- F. For vocal performance groups (Grades 9-12) the size of the combined groups should be approximately two hundred fifty (250) students.
- G. Notwithstanding the provisions of Sections 5.22 A. and 5.22 B, the District may request a secondary teacher to accept an assignment of up to one thousand five hundred (1,500) minutes of instructional time per week, or a secondary teacher may request an instructional assignment of one thousand five hundred (1,500) minutes of instructional time per week. The additional instructional time shall be in lieu of those activities stated in Section 5.22. B and the base pay of the individual so assigned shall be increased an

amount equivalent to one-sixth (1/6) times one-two hundredths (1/200) of the unit member's annual base pay for each day spent in the assignment.

Additionally, those teachers who work on an eighty (80) minute block schedule and take on an additional assignment will exceed one thousand five hundred (1,500) minutes of instructional time per week. The additional instructional time shall be in lieu of those activities stated in Section 5.22. B and the base pay of the individual so assigned shall be increased an amount equivalent to two-sixths (2/6) times one-two hundredths (1/200) of the unit member's base pay for each day spent in the assignment.

5.23 School Counselors

- A. Student load of two hundred fifty (250) students assigned at the secondary level.
- B. A daily forty (40) minute lunch period.
- C. School Counselors shall be available to work up to an additional twenty (20) days beyond the regular teacher work year and the scheduling of said workdays shall not be between July (10th) and August (15th). When assigned, counselors shall be paid in accordance with Section 2.21.
- D. On or about June (1st) of each school year, the Superintendent/Designee shall determine the number of days School Counselors shall be required to work beyond the regular teacher work year. Building Principals shall meet with School Counselors before June fifteenth and determine what days between the end of the current school year and the beginning of the next school year each School Counselor in his/her building will be scheduled to work. On or about June (15th), Building Principals shall provide the "summer" work schedule for School Counselors in their building to the Superintendent/Designee for approval no later than June (20th). The approved schedule will be utilized to pay School Counselors for their work during the "summer." School Counselors will be paid for all days worked on the pay date immediately following the work if said hours are submitted in accordance with the published payroll submission deadline. In the event that a School Counselor is unable to work on a scheduled day, the Building Principal may reschedule the day within the permissible summer work schedule. The principal or Superintendent/Designee may seek volunteers to work at mutually agreed times between July (10th) and August (15th). In the event that a school counselor from the building is not available during this time, the principal or superintendent/designee may ask a school counselor from another building to supply coverage if mutually agreeable.

5.24 Psychologist/Community Education Teacher/Instructional Support Teacher/School Social Worker

- A. The District may assign such positions to building-specific or District-wide duties as it may determine in its discretion from time to time.
- B. A daily forty (40) minute lunch period.

5.25 Part-time Teachers and Social Workers

- A. Part-time teachers and social workers shall be defined as individuals who work less than full-time, but who work more than ten (10) clock hours each week on a regularly scheduled basis.
- B. The daily workload shall be a prorating of the appropriate level.
- C. Sick leave and personal leave shall be prorated in direct correlation to the regularly assigned workweek (i.e., a fifty percent (50%) teacher is eligible for eight point five (8.5) days sick leave per year). Sick leave and personal leave shall also be prorated in direct relationship to the total projected work year (i.e.,

if a teacher begins work in October and remains in the position for the rest of the school year, they shall be eligible for fifteen [15] days' sick leave.)

- D. Health coverage shall be provided in accordance with the standards and requirements set forth by the plan document.
- E. In determining salary step placement, unit members who work more than ninety (90) full workdays will move to the next step on the salary schedule upon returning to work the subsequent school year.
- F. Part-time unit members who apply for full-time positions shall be given consideration along with other candidates.
- G. Part-time teachers holding valid teaching certificates, who are employed fifty percent (50%) or more, shall be eligible for tenure upon completing the equivalent of four (4) full years of service in the District.

Examples: .5 employment would require eight (8) years of service
 .8 would require five (5) years of service

5.26 Job Sharing

A. Procedures

1. Unit members who are interested in the job sharing, must jointly submit an "Instructional Delivery Plan" (IDP) describing who shall be responsible for each component of the IDP and how the job will be completed.
2. Assignments are either four (4) hours per workday or in full day blocks.
3. Each job sharer should be available to substitute for the other when possible.

B. Instructional Delivery Plan

The IDP must address such issues as:

- curriculum accountability;
- grade reporting and other District/Building level reporting requirements;
- completing Professional Development requirements;
- parent conference/open house;
- all other responsibilities related to individual job duties.

C. Approval

Application to job share shall be submitted along with the IDP to the Building Principal and Superintendent at the same time. The Building Principal and Superintendent shall meet to review and accept or reject the application. At their discretion, they may request to meet with those making the application. If approved, the teacher(s) shall be granted leaves of absence from their full-time positions for the length of the job share. The decision of the Building Principal and Superintendent is not grievable.

D. Terms and Conditions

If approved, the following terms and conditions shall be provided to the job shares:

1. Each job sharer's salary shall be prorated based upon the position of the full-time equivalent (1.0) they

are working.

2. Benefits other than health insurance shall be the same prorated at the same level as salary.
3. Health Insurance: For the first year a job is shared, the job sharer will be responsible to pay the premium equivalent co-payment all unit members are required to pay. If a job sharer is granted permission to job share beyond one (1) year, the District's premium share will be prorated at the same rate as the salary and the unit member will pay the balance.
4. Attendance at all faculty meetings and other district meetings shall be shared by both job shares.

E. Substituting

When a job sharer substitutes for their partner they shall be paid one hundred ten percent (110%) of the certified per diem substitute's rate paid by the District.

F. Terminating the Job Share

1. Job shares may not terminate at any time other than the end of a school year unless approved by the District. If approved, the individual unable to continue in the job-sharing assignment will be granted an unpaid leave; the other job sharer shall be given the opportunity to assume the position on a full-time basis. Should this choice be declined, the District will first post the part-time job share position in order to limit the disruption with the students and program. If a part-time teacher is not available to fill the position, the District may post the position as a full-time vacancy and may fill it accordingly. In this event, the job sharers shall be granted an unpaid personal leave for the remainder of the school year.
2. If a job share terminates at the end of a school year, the teachers involved in the share will be reassigned to full-time positions. In the case where there are not any full-time positions available, the job sharer will have rights as provided by NYS Education Law.

5.27 Traveling Teachers

Teachers assigned to more than one (1) school on a single day shall receive twenty (20) minutes travel time. This is not applicable to chairpersons, psychologists, guidance counselors, school social workers, community education coordinators, instructional specialists or other non-teaching unit members.

5.28 Long Term Substitutes (LTS)

- A. If certified in the subject area of the assignment, upon completing twenty-five (25) consecutive days in the same assignment and receiving a Board appointment as a long-term substitute, a substitute teacher shall be classified as a long-term substitute, remunerated as per Appendix A/B retroactive to the twenty-sixth day s/he worked in the assignment. Benefits are calculated and prorated for only the term of service as a long-term substitute. Notwithstanding the above, when there is an unpaid leave of absence approved by the Board, the long-term substitute appointed by the Board status at the appropriate contract salary rate from the first date of service.
- B. Long-term substitutes shall have personal illness and personal leave time effective as of the effective date from the date of appointment by the Board. (Example: A long-term substitute appointed for five (5) months shall receive one-half [1/2] the annual allotment of sick time calculated in the same manner as Teaching Assistants.)
- C. Article 9 applies, except that the number of observations needed shall be one (1) for every three (3) months of service in the same long-term substitute position. An annual summative evaluation shall only be required for those long-term substitutes employed in the same position for more than ninety (90) days and who finish the year in said position.

D. In addition to the above, the following provisions of this Agreement apply to long-term substitutes. Articles 1; 2.15 to 2.18; 2.2 (except 2.27. C. 1. b); 3 (except 3.32.D, 3.44, and 3.49); 4; 5.1 to 5.25, 5.27; 5.8; 5.3 to 5.5; 5.8; 6.4 to 6.7; 7; 8; 11; 13; 14.

5.3 Suggested Class Size

5.31 Maximum Class Size

The District and the ETA recognize the pupil/teacher ratio is an important aspect of an effective educational program. The parties agree it is their mutual goal to lower class size whenever feasible, with due regard for availability of staff, facilities, and budgetary considerations.

Every effort shall be made:

A. Not to exceed the following maximum class size:

Grade Level/Subject	Size
PRE-K	Eighteen (18) students
K-2	Twenty (20) students
3-6	Twenty-three (23) students
Special Education	Shall not exceed maximum number prescribed by NYS Regulations
ACE Course	Twenty-five (25) students
All Other Classes	Thirty (30) students

B. Not to assign children to any classroom in larger numbers than the capacity of the teaching facilities available in that classroom.

5.32 Class Size Adjustments

Enrollment figures at the end of the first eight (8) instructional days of the fall and spring semesters shall be used as the basis for class size adjustments consistent with the class size provisions contained in Section 5.31. The District shall then have fifteen (15) consecutive teacher workdays with which to affect such adjustments. Except for the foregoing time periods, the District shall have ten (10) consecutive teacher workdays to effect adjustments in order to conform to the class size provisions of this Article. It is understood by the parties that the ten (10) days shall begin with notification by either party to the Superintendent of the class sizes in excess of those contained in Section 5.31.

5.33 Split Grades - Elementary

Unless established for the purpose of implementing a specific, deliberately planned educational program, no split grade classes shall be maintained in the elementary schools.

5.34 Class Size - Elementary

When the class size at the elementary level (Grades 1-6) exceeds thirty (30) pupils for any regular teacher, the class should be divided, unless there is a lack of immediately available physical facilities and/or no qualified teacher is available.

5.35 Exceptions

An additional exception to those listed in Section 5.32 shall prevail when the Superintendent determines that financial circumstances prevent application of this provision.

5.4 Work Year

5.41 Defined

The work year for unit members (other than new personnel who may be required to attend additional orientation sessions) shall begin no earlier than one (1) day prior to the first day that students are required to report for the opening of the school year and shall end no later than one (1) day after the final dismissal of students. This work year shall include a one hundred eighty-five (185) day school year to include one hundred eighty (180) days of instruction, up to four (4) Superintendent conference days (which may be used as whole or partial days) and up to two (2) emergency days. At no time will the schedule exceed a total of one hundred eighty-five (185) workdays. Teachers will not be required to make up the first four (4) emergency days used in each year.

5.42 Emergency Closing

- A. If schools are closed as a result of an emergency, no unit members shall be required to report for work. The District and the ETA recognize the importance of providing for the safety and welfare of students. If an emergency closing occurs when school is in session, unit members will remain in their assignments until students have dismissed and their Building Principal dismisses the staff.
- B. Delayed Opening: If school opening is delayed and a late arrival plan is implemented, the ETA and District acknowledge that unit members will report to work as soon as they can safely do so, based on the unit member's personal judgment.

5.43 Unused Emergency Days

Any of the two (2) unused emergency days as of April (15th) will be added to the Memorial Day vacation in that school year. If added, the first day would be Friday of Memorial Day weekend, and the second day would be the Tuesday after Memorial Day vacation.

5.5 Teaching Assignment

5.51 Secondary

The District and the ETA agree that the secondary teachers' primary responsibility is to teach and that their efforts should, to the extent possible, be utilized for instructional activities.

5.52 Elementary

The District and the ETA agree that the elementary teacher's primary responsibility is to teach and that his/her energy should, to the extent possible, be utilized to this end. The Board and the ETA recognize that teacher aides, part-time clerical and non-teaching employees are useful and necessary in order to implement this plan. Therefore, within the limitations imposed by the budget, as finally approved, such personnel shall be utilized:

1. To help relieve teachers of supervising playgrounds during noontime, supervising sidewalks, distributing milk, and collecting money from students for non-educational purposes.
2. To assist the professional staff in supervision of pupils in cafeterias and corridors and when boarding or leaving buses on school grounds.
3. To assist teachers in each school for the following:

- Duplicating of instructional materials and examinations of a departmental or grade level nature.
- Performing other clerical tasks, as determined by the Building Principal.

5.53 Remote Learning

Remote teaching may be called whatever the district wishes to call it, but it refers to the use of technology to teach students who are not present in the classroom when the instruction is being delivered.

The use of Remote Learning/Online Courses shall not result in:

- A. The reduction of the number of full-time equivalent (FTE) positions in the ETA bargaining unit.
- B. The reduction of staff of the ETA bargaining unit from full-time to part-time.
- C. Upon creation of a remote learning / on-line class, the position shall be posted internally in order to seek volunteers to teach the class. The assignment of concurrent synchronous classes will be done on a voluntary basis. If no qualified volunteer is found, the District shall be able to assign the classes to the teacher.
- D. Remote Learning/ on-line classes shall be capped at the class sizes established in section 5.31 of this contract.
- E. Videotape or any other reproduction of the teacher's work performance in the Remote Learning Program may be used for teacher evaluation purposes only with the expressed written permission from the teacher and with administrator approval.
- F. The instruction, transmission, and receiving of a Remote Learning Program course will correspond with the existing timeframe of scheduled classes when possible.
- G. When the setup operation, transmission, and disassembly of Remote Learning equipment exceeds that which is normally required in similar courses taught in the District, the District shall provide qualified technical personnel to assist the teacher.
- H. Remote Learning class instruction is intended to be live and interactive.
- I. The District shall provide the appropriate training required providing remote instruction, including the proper training in the programs and platforms which will be utilized.
- J. For the purpose of credit recovery for students at risk of dropping out, students who have dropped out of school, or for students with disabilities in need of a forty-five (45) day alternative placement the use of approved online courses will be an acceptable delivery model.
- K. When remote learning involves multiple districts, participating districts shall, from time to time, schedule visitation opportunities during the workday when Remote Learning Program instructors and students can meet to share learning and recreational activities to enhance the educational process.
- L. When the District is the receiving site for Remote Learning; the District agrees to receive only those courses that enhance the existing curriculum and not to replace any course currently taught by ETA unit members. However, if a teacher retires, resigns, is terminated or otherwise cannot be secured, and the District is unable to hire a certified teacher, the ETA agrees to allow remote learning to provide curriculum continuity until a certified teacher is hired. This requires the District to conduct annual searches for a certified employee until the position is filled by a unit member.

5.6 Vacancies

5.61 Education Law

In the event of a reduction in staff, New York State Education Law shall govern.

5.62 Reassignment

Any unit member whose position has been abolished may, if s/he so requests, be reassigned to another tenure area where a vacancy exists, provided that the unit member possesses certification for such an assignment (or may reasonably be expected to become certified before the start of the next school year). Such reassignment shall be at the discretion of the Superintendent.

5.63 Certification Requires

In order to ensure that pupils are being taught by unit members working within their areas of competence, unit members shall not be assigned, except for good cause, outside the scope of their certification and/or their major or minor fields of study. It is the responsibility of the individual unit member to see that they continue to be properly certified and that they meet all the qualifications for their position.

5.64 Bargaining Unit Vacancy

When there is a vacancy within the bargaining unit, the position will be advertised/posted two (2) weeks before an appointment is made.

1. Vacancies must be declared for all open positions resulting from retirement, for long- term leaves whose duration will be for one (1) year or more, or for newly created positions.
2. Vacant positions filled in accordance with the transfer provision must be filled based on the posted criteria, with seniority being the determining factor, should two (2) or more equally qualified individuals meet the criteria.

5.65 Posting Requirement

The advertisement/posting for all District vacancies shall have the following information:

1. Position and department
2. Job Description
3. Qualifications required
4. How and to whom to apply
5. Deadline for applications

5.66 Filling Vacancies

A. During the School Year

If a vacancy occurs due to a resignation, retirement, death, newly created position, or a leave of one (1) year or more, the position shall be posted. The vacancy shall be filled from those applicants fulfilling the posting requirements.

B. For the Beginning of the Next School Year

1. Vacancies that occur that must be filled for the beginning of the school year due to resignation,

retirement, death, full year leave of absence or for a newly created position shall be filled first by those on the PEL list and then according to the following procedure.

2. The Director of Administrative Services shall notify each Building Principal of the vacancy in the Building Principal's building when they are created. The Building Principal, in collaboration with his/her staff members, may transfer an individual from one assignment in the building to another.
3. Once the in-building voluntary transfers are complete, the Building Principal shall forward to the Director of Administrative Services the unfilled vacancy in his/her respective buildings.
4. The Director of Administrative Services shall notify any unit member who is displaced or on the Preferred Eligible List (PEL) of the vacancies available.
5. The displaced/PEL unit member shall provide to the Director of Administrative Services, in writing, the position s/he chooses. In the event that more than one-unit member selects a particular position, the position shall be assigned to the most senior unit member.
6. After all the displaced/PEL unit members have been placed, the Director of Administrative Services shall forward to the building principal the Transfer Request forms (Appendix P) for voluntary transfers which have been received for the vacancy.
7. By June (15th) the Director of Administrative Services shall provide each Building Principal a list of those unit members requesting a transfer to a position in their building. If more than one (1) unit member has submitted a preference for a particular position, the Building Principal shall interview each unit member and the position shall be filled by the unit member with the greatest seniority fulfilling the requirements of the position.
8. Only positions, as set forth in Section 5.64, upon becoming vacant after June (30th), shall be posted during July and August. They shall be filled in accordance with the contractual posting requirement for the position.

5.67 Interviews

All unit members who apply for a vacancy will be interviewed. Unit members who are not selected for a vacancy may request written feedback as to why they were not selected.

5.7 Transfer

5.71 Definition

Personnel shall be assigned on the basis of qualifications, requirements of the position, preference, District needs, and unit member/District-wide seniority.

5.72 Transfer Due to Building Restructuring or School Closings

- A. In situations where unit member(s) are displaced due to class reductions in their building, the following procedures shall apply:
 1. The least senior unit member in a building/assignment/grade level shall be the unit member displaced.
 2. The Director of Administrative Services shall provide a listing of all vacancies to the affected unit members.

3. Unit members transferred under this provision will be placed in accordance with the provision of Section 5.66.
- B. In situations where unit member(s) are displaced due to school closings, the following procedures shall apply:
1. The Director of Administrative Services shall provide a listing of all vacancies to the affected unit members.
 2. Unit members shall fill out an Individual Preference Sheet form and provide a copy to the Director of Administrative Services.
 3. In circumstances where two (2) or more unit members prefer the same vacant position and all equally meet the criteria, the unit member with the most District-wide seniority shall be offered the vacant position.
 4. Unit members affected by school closings will be placed after any unit member seeking a voluntary transfer within a building but before any unit member seeking a transfer between buildings or a newly hired individual.
- C. Transfers under this section are not grievable.

5.73 Voluntary

Within a Building - occurs after PEL list placements.

- A. Unit members will indicate their interest in a voluntary transfer to a vacancy within the same building by notifying the Building Administrator in writing.
- B. The Building Administrator shall grant or deny the transfer.
- C. Such transfer may be granted before all other transfers.

To Another Building

- A. Unit members will indicate their assignment preference by completing the Individual Transfer Request form (Appendix P) and forwarding it to the Director of Administrative Services prior to March (15th).

This request should include specific information regarding grade level, subject area and/or building preference where the member wishes to limit their interest. Such request is valid for the next school year only. The teacher must complete a new request annually.

- B. The requirement for each vacancy, when they become known, will be posted on the District's website.
- C. The Director of Administrative Services will provide to the ETA President, a listing of all vacancies as they become known. Unit members wishing to be considered for transfer must submit their transfer request within two (2) weeks of a vacancy posting. Vacancies after August (15th) are not subject to transfer language.
- D. The Director of Administrative Services will review the Individual Preference Requests submitted by unit members and the criteria set forth above in making assignments. In Circumstances where two (2) or more unit members prefer the same vacant position and all equally meet the criteria, the unit member with the most District-wide seniority shall be offered the vacant position.

- E. The determination of the Director of Administrative Services with respect to voluntarily transfers is not grievable.

5.74 Involuntary

- A. An involuntarily transfer is a transfer from one building to another building not caused by reduction in classes or staffing and made without the consent of the unit member.
- B. The Director of Administrative Services shall notify the unit member in writing of all the reasons for a proposed involuntary transfer with a copy to the ETA Grievance Chairperson.
- C. Within ten (10) calendar days of receipt of the reasons, the unit member may request a meeting with the Director of Administrative Services to discuss the reasons. Said request shall be in writing and copied to the ETA Grievance Chairperson.
- D. Within five (5) calendar days of the request for a meeting the unit member, the ETA Grievance Chairperson and the Director of Administrative Services will meet to discuss and to attempt to resolve the need for the involuntary transfer.
- E. If the meeting does not resolve the need for the involuntary transfer, the District can effectuate the transfer, and the unit member may thereafter grieve the involuntary transfer.
- F. Any involuntary transfer that occurs after July (1st) shall result in the teacher receiving three (3) days per diem to move and prepare for the new assignment.

5.75 Interschool Assignment

- A. In arranging schedules for unit members who are assigned to more than one (1) school, an effort shall be made to limit the amount of interschool travel. Such unit members shall be notified of any changes in their schedules as soon as possible.
- B. Unit members who are assigned to more than one building shall be compensated forty dollars (\$40.00) per hour for attendance at the second building open house if they are required to attend in each building.
- C. Unit members shall be required to attend the faculty meetings in one building, not both.

5.76 Non-Discrimination

Unit member assignments shall be made without discrimination in regard to state or federally protected classes.

5.8 Administration of Internal Medicine

If under exceptional circumstances, a child is required to take internal medication during school hours and the parent cannot be at school to administer the medication, only the school nurse, Building Principal/Designee will administer the medication in compliance with the following guidelines established by the District:

- A. Written instruction, signed by the parent and physician, accompanied by a signed note from the parents will be required and will include the child's name, name of medication, purpose of medication, time to be administered, dosage, possible side effects and termination date for administering the medication. At no time shall unit members be required to make a diagnosis regarding whether medicine is required.

- B. These instructions, along with the medicine, will be delivered in person by the parent, guardian or responsible adult to the school nurse.
- C. If medication must be administered when school is in session and at times when the school nurse is unavailable in the building, the Building Principal/Designee may administer the medication. If the Building Principal/Designee does not wish to dispense the medication, the Building Principal/Designee shall develop an alternative procedure for dispensing the medication.

5.9 Professional Development

The District's Professional Development Plan will be developed in compliance with the Commissioner's Rules and Regulations (Section 80-3.6 as may be amended) and in compliance with the tenets negotiated below. The Plan will be developed by the District's Professional Development Committee defined as follows:

5.91 District Professional Development Committee

- A. Work with administration to develop a comprehensive education plan which includes clearly stated District Initiatives.
- B. Use the District Initiatives to plan Professional Development offering which support and enhance professional growth of all members regardless of grade level, departmental, or subject area assignments.
- C. The Committee will develop a plan for Professional Development which utilizes the times allotted in Sections 5.11.C, 5.13. B.1, and 5.94 of the collective bargaining agreement.
- D. The Committee will assist in developing, conducting and analyzing a Professional Development Survey. This survey will be one of the tools utilized to evaluate the program and establish future District Comprehensive Educational Professional Development Plans.
- E. The Committee shall consider all proposals regarding professional development, addressing curriculum development, teaching methods, APPR, and matters pertaining to the improvement of instructional delivery and improvement of educational programing. This will include the review of all appropriate District level data including but not limited to test scores/data, discipline and VADIR reports, attendance information, and graduation rates.
- F. The Professional Development Planning Committee will hold a minimum of four (4) meetings during the school year for which time may be provided and additional days in July/August as are deemed necessary by the Committee.
- G. The Committee shall be made up of two (2) subcommittees. One subcommittee shall represent the elementary level and the other shall represent the secondary level. Each subcommittee shall be comprised of eight (8) ETA appointees, four (4) administrative appointees and two (2) community members (when available).
- H. The Committee will elect a chairperson at their first meeting each year. The chairperson will establish meeting dates and times as well as set the agenda for each meeting.
- I. The Committee shall make decisions based on a consensus model. The committees' decisions cannot affect the terms and conditions of employment or the powers of the Superintendent and the Board in accordance with Education Law.

- J. The Committee must work within the guidelines of Commissioner's Regulations 100.11 and make sure that there is a substantial professional development schedule which allows those teachers certified on or after January 1, 2004, to receive one- hundred (100) hours of professional development every five (5) years.

5.92 Building Level Responsibilities

The Building Planning Team and Building Leadership Team in each building will jointly set the Professional Development Goals for the building based upon a thoughtful review the available data. The goals shall be aligned with the overall District Professional Development Plan.

5.93 Goals

Develop a PDP program that contains the following minimum hourly requirement of professional development.

- A. All members including Teaching Assistants: One hundred (100) hours in a five (5) year period to be broken down as follows: a minimum of twelve (12) hours per year for building/District goals, and eight (8) hours per year for personal professional goals. If a member completes more than eight (8) hours of personal professional PDP in any year, they may carry over the additional record of participation hours to meet subsequent years' requirements. Additional building/District goal hours cannot be carried over from year to year.
- B. Have course offerings that are directed to meet both individual and building needs.

5.94 District/Building PDP

Will consist of the following:

- One (1) building level
- Up to two (2) monthly PDP meetings as per Section 5.13.B.1
- Superintendent's conference days
- Elementary schools - District directed Wednesday early release as per Section 5.11.C

5.95 Personal Professional PDP

Focuses on pre-determined goals to advance teaching and learning, provides choice and flexibility based upon individual goals and needs and is driven by data and best practices to enhance teaching and learning, and Board goals.

Personal Professional (PDP) may include, but is not limited to:

1. Conferences
2. College Courses (one (1) college credit hour= fifteen (15) PDP hours)
3. Undergraduate Courses beyond those needed for certification
4. Master's Courses
5. Graduate working the unit member's field of study
6. BOCES Training
7. Structured Professional meetings or Focus Groups
8. Structured Study Groups
9. Building Planning Teams
10. Action Teams
11. Web Courses

12. Teacher Center Activities
13. Workshops
14. Mentoring activities
15. Curriculum Development
16. APPR
17. District Committee Work
18. Taking In-service
19. Teaching In-service (Request Form in Appendix M)
20. See Appendix M for additional information

At the discretion of the member, such work may be completed during but not limited to the following: prep-time, before/after the school day, conferences, over breaks, Saturdays, and summer. Elementary teachers may also use the self-directed time during early release Wednesdays. Teachers who choose to complete their personal professional PDP during such times will not receive additional compensation from the District as provided for in Section 2.21. B.

6. PRIVILEGES OF THE ETA AND UNIT MEMBERS

6.1 Board Agendas/Minutes

A copy of the published agenda of Board meetings will be furnished to the ETA President before all Board meetings and a copy of the minutes of such meetings will be forwarded to the same officer when available.

6.2 ETA Meetings

6.21 Meeting Days

The second Tuesday of each month will be reserved for ETA meetings.

6.22 Fees

The ETA shall be exempt from school fees and janitorial fees, except in cases that require custodial employment beyond the regular work hours.

6.23 Office Space

The District will provide rent-free office space for the ETA.

6.24 Bulletin Board

The ETA has exclusive use of the bulletin boards, faculty mailboxes, and intra-school mail delivery. No rival organization or affiliate thereof may have use of these facilities to contact unit members represented by the ETA. The ETA may install a telephone in the building of the ETA President and of the ETA Grievance Chairperson, with the ETA bearing all installation expenses and subsequent bills and costs.

6.25 Distribution

If the ETA uses school facilities to distribute an official ETA memorandum or report, said memorandum or report shall contain the name of the ETA person responsible for said memorandum or report.

6.3 Release Time for Assignments/Business

6.31 Release Time for ETA President

A. Full-Time

The ETA President will be released from all District responsibilities after one-half (1/2) of his/her daily teaching duty day is concluded. The ETA President will accrue seniority at full year's rate. If the ETA President is a probationary teacher, s/he must fulfill a four (4) year probationary period in order to be considered for tenure. The District will transfer the ETA President to the same or similar position at the end of his/her term.

B. District Reimbursement

The ETA shall pay to the District one-quarter (1/4) of Step 10B + 60 of the applicable salary schedules for each year of the agreement.

6.32 Grievance Committee

- A. The Grievance Committee shall be released from their duties as necessary to facilitate the orderly processing of grievances at the arbitration level. They shall suffer no loss of pay for the cost of a substitute.
- B. The Grievance Committee shall be relieved of all supervisory duties in order to permit time for union business. This team shall consist of up to four (4) members from different building assignments.

6.33 Negotiations Committee

The ETA Negotiations Committee shall be entitled to time off with full pay for mediation and fact-finding sessions when such sessions cannot be scheduled outside of regular instructional hours.

6.34 ETA Business Days

The District shall provide the ETA with a total of twenty-five (25) days' release time, one (1) day equals one (1) unit member for one (1) day to conduct ETA business. Only the ETA President can grant ETA business days. The ETA President shall notify the respective Building Principal of said approval. The twenty-five (25) days' release time shall include all ETA conferences, but not include delegates to the New York State Retirement Convention. The Superintendent may, at his/her discretion, grant additional days.

6.35 New Unit Members

A. ETA Time

The ETA will be provided a minimum of two (2) hours during the District's day of new employee's orientation to inform the new unit members of the benefits of the ETA. For those members hired after this orientation, the district will provide an hour of release time for the same purpose during the school year.

B. New Employee Notification

The District will make available to the ETA the names, addresses and probable assignments of all new or tentatively hired unit members within ten (10) days of appointment.

6.36 Labor Relations Meetings

A labor relations committee of the parties is hereby established. The purpose of such committee is to resolve

issues and concerns without resorting to more adversarial resolution procedures. The establishment of such a committee does not enlarge nor extend the bargaining obligation of the parties as required by Article 14 of the Civil Service Law.

The ETA President and up to four (4) additional unit members, inclusive of the ETA Grievance Committee, shall meet weekly with the Superintendent/Designee and up to two (2) additional administrators, as scheduled by the parties.

6.4 Personnel Files

6.41 Access

Upon serving forty-eight (48) hours' notice, the unit members shall have access, except for pre-hire and confidential reference material, to the contents of the one (1) official personnel file maintained in the Personnel Office by making an appointment with the Director of Human Services. With the written permission of a unit member, the ETA Grievance Chairperson shall be provided access to the unit member's personnel file within forty-eight (48) hours of making the request.

6.42 Review

The personnel file will contain all evaluation data for the unit member's review. The unit member shall have the right to review said data and to attach a written response thereto.

6.43 Derogatory Material

Unit members shall be afforded an opportunity to affix their signature to any derogatory material to be placed in their personnel file. Such signature shall signify that the employee has examined the materials and does not necessarily indicate agreement. Unit members may, at their discretion, attach a written statement to the aforementioned derogatory material. No anonymous material shall be placed in the unit member's file.

6.44 Copies

Unit members will be furnished with a copy of any material contained in their personnel file upon request.

6.5 Employee Protection

6.51 Education Law

Unit members shall be entitled to protection against liability in accordance with the provisions of Section 3023 and 3028 of the Education Law of the State of New York, as the same may be amended from time to time.

6.52 Reporting

Unit members shall immediately report, in writing, all cases of all injuries suffered by them in connection with their employment to their immediate supervisor. This report will be forwarded to the Superintendent and to the ETA.

6.53 District Responsibility

The District agrees to supply legal counsel, at its expense, to apprise a unit member of his/her legal rights in all cases of assault and/or battery suffered by him/her in connection with his/her employment.

6.54 Unit Member Absence Injury

Whenever a regularly employed unit member is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of their employment and the unit member has not been personally negligent with reference to the incident, s/he will be paid full salary during the first ten (10) months of absence from his/her employment. None of this time will be charged to sick leave. The amount of any Workers' Compensation (salary) award made for the disability due to said injury will be paid in full to the Board by the unit member. This contingency is applicable only during the first ten (10) months of disability. If the disability continues beyond ten (10) months, the unit member will be entitled to the full benefits of the sick leave provision of the contract. The unit member will be entitled to the full benefit of any settlement award(s) received as a result of said accident or assault.

When a unit member's leave is related to a Workers' Compensation claim, the unit member is unable to utilize the sick bank for additional leave time.

The definition of full salary for the purpose of this article shall include stipend paid under section 2.28 Interscholastic and co-curricular stipends.

6.55 Loss of Personal Property

The District will reimburse unit members for the present value cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a unit member while the unit member was acting in the discharge of his/her duties within the scope of their employment when the unit member has not been personally negligent with reference to the incident. The amount paid to the unit member by the Board will not exceed the difference between the present value and any amounts received by the unit member from personal insurance or parental or student restitution.

6.6 Building Practices

6.61 Conditions Stated

Each building's administrative rules, guidelines and practices shall be made available to unit members in each building. Such information shall be retained in the individual unit member's plan book for reference and possible use by substitutes.

6.7 Right to Representation

6.71 Representation

In any case in which an administrator or supervisor summons a unit member for a conference involving matters of discipline or discharge, the unit member shall be provided with at least twenty-four (24) hours' advance notice and notified of his/her right to have an official of the ETA present at the conference.

In situations requiring immediate removal of the unit member, the twenty-four (24) hours' notice may be waived by the District. The conference, however, cannot take place until the next school day.

7. SHARED DECISION-MAKING

7.1 Section 100.11, Commissioner of Education Regulations

7.11 Plan for Participation

The ETA agrees that it and the unit members it represents shall fully meet the requirements of the District's Plan for Participation.

7.2 District Teacher Administrator Liaison Committee (DTALC)

7.21 Membership

The Joint Labor Management teams shall constitute the DTALC Team. The decisions of the committee shall be made by consensus.

7.22 Agenda Items

Any member of DTALC may place an item on the agenda for the next meeting.

7.3 Building Teacher Administrator Liaison Committee (BTALC)

7.31 Membership

Each building shall have a BTALC elected from the unit members of the building and shall meet at least monthly. The required meeting may be canceled by mutual agreement of the BTALC team.

- A. ETA representatives in each building shall conduct elections for the unit member representative to the BTALC.
- B. The number of the unit members on the committee must be representative of the faculty; (e.g., by grade level, department, area of building, etc.).
- C. Each building BTALC must have one (1) ETA building representative and no more than two (2) building administrators (of the building), one of whom must be the Building Principal.
- D. Each building BTALC may have one (1) representative from each of the other unions:
 - Custodial, Maintenance, & Cafeteria Workers (CMCW)
 - Clerical Workers of America (CWA)
 - Instructional Support Educational Association (ISEA)

7.32 Agenda

- A. Agenda items for consideration may include, but not be limited to the following: Current school problems and practices, common goals and problems, school days, long-range building needs and formulation of designs and plans for new construction and/or alterations to existing school facilities.
- B. BTALC cannot address issues that affect terms and conditions of employment or grievances under the collective bargaining agreement.
- C. Unresolved building issues can be submitted to the DTALC for its review, recommendation or resolution. In such circumstances, the affected building TALC committee must have representation present before the District TALC can decide the issue.
- D. Decisions of the BTALC will be by consensus and shall be binding upon the parties in the building.

- E. The members shall rotate the duties of facilitator, recordkeeping (minutes) and timer.
- F. TALC minutes will be e-mailed monthly to the Superintendent, Building Administrator, ETA President, and building employees.

7.4 District Advisory Committee on Healthcare

The parties agree to participate on the District's Advisory Committee on Healthcare. The Committee exists to facilitate the coordinated review of healthcare costs and services as provided, or as might be provided, to the employees of the District. The specific objectives of the Committee shall be the following:

- A. Identify and analyze major drivers of healthcare costs for the District.
- B. Examine existing healthcare coverage, including vision and dental care.
- C. Consider potential cost-containment measures.
- D. Consider availability and cost-effectiveness of alternative options for healthcare insurance and services.

7.5 Joint Committees

7.51 Establishment

Committees may be formed for matters of concern by the Superintendent and the ETA President by joint agreement. It is expected by the parties a committee shall be formed and that participation of the parties is expected. Unless otherwise agreed by the Superintendent and ETA President, participation by unit members will be without pay. Such committees shall be formed in accordance with the following procedures:

- A. The Superintendent and ETA President shall reduce to writing (a) the purpose, (b) the charge, (c) the expected duration, (d) the procedures that the committee will follow, (e) measurable goals by which the committee will pursue its charge, and (f) the nature of the recommendation expected from the committee.
- B. A committee recommendation shall be by consensus.
- C. A recommendation shall be in accordance with existing Board policies and contractual provisions. If a committee recommendation would impact existing contractual provisions or require funding for implementation, it shall be reduced to a memorandum of understanding, which is subject to the approval of the Superintendent and ETA President, and once executed, shall be subject to the approval of the Board.

7.6 District Planning Team (DPT)

- 7.61 The ETA and the District agree to establish a District Planning Team in accordance with the District's Plan for Participation.

7.7 Building Leadership/SCEP Team

- 7.71 The ETA and District agree to establish Building Leadership/SCEP Teams in accordance with the District's Plan for Participation and Education Law requirements. A minimum of fifty percent (50%) of the Building Leadership/SCEP Team will be elected by the ETA with the remaining membership appointed by the building principal.

8. INSTRUCTIONAL PROGRAM

8.1 Responsibilities of Unit Members

8.11 Grades

Unit member shall refrain from using grades as a means of maintaining discipline.

8.12 Student Help

Unit member shall encourage students to seek extra help during and after school.

8.13 Student Differences

Unit member shall provide for individual differences of students.

8.14 Non-Discrimination

Unit member shall not compromise the dignity of any individual and shall practice equality of treatment for all students.

8.15 Progress Reports

Unit member shall keep parents adequately informed of student progress including successes and deviations, from expected standards of student progress.

8.16 Board Policies

Unit member shall enforce Board Policies, building codes and regulations as they apply to students.

8.17 Professional Growth

All possible efforts shall be taken to maintain professional growth through in-service and continuing education courses.

8.18 Parent Conferences

Unit members shall be available at reasonable times for parent conferences with parents when it appears that better understanding or more cooperative support from the home is required for students' success at school. On days when the building has scheduled a parent conference evening, teachers will be provided forty-five (45) minutes for an extended break/meal during the evening.

8.2 Instructional Curriculum

8.21 Conditions Stated

The District agrees to consult and involve actively unit members in the development, implementation and evaluation of new instructional programs. Unit members agree to participate in the development, implementation and evaluation of a new instruction program.

The District recognizes that a teacher's lesson plan must contain state and local educational goals, objectives, and standards, as well as curricular requirements. However, the design, format, and content of lesson plans shall be left to the discretion of the teacher. This applies to all tenured

teachers.

8.3 Instructional Materials

8.31 Textbooks

The District shall involve unit members in the selection of textbooks. Suggestions for changing textbooks may originate with a unit member. The District shall involve unit members in the selection of instructional materials.

8.4 Materials and Supplies Ordered

8.41 Requests

Unit members shall be provided the opportunity to participate in the annual budget development process by their Building Principal and/or Program Supervisor. Building Principals and/or Program Supervisors shall inform unit members no later than the end of May what supplies, and materials will be available to them in the next school year.

8.42 Special Student Placement

Notification - In the event that a student is to be assigned from a special education classroom to a regular class, the receiving teacher shall receive prior notification and have access to the student's IEP, subject to applicable confidentiality requirements of state and federal laws.

8.5 Pupil Discipline

The ETA and the Board are committed to maintaining a safe and orderly school environment. The District's Code of Conduct shall govern student discipline.

8.51 Guidelines and Policy Statements

The Board and the ETA firmly believes that good schools are founded on good discipline. Each Building Principal will consult with the unit members to adopt rules needed to ensure that good discipline is maintained in each building. It is the responsibility of the Building Principal to be certain that all understand and follow the rules and regulations established. To assist in developing and maintaining good discipline, the following procedures are established, and the Board will give its full backing to their enforcement:

A. Policy Statements Relative to Employees

1. Unit members shall participate fully in helping to carry out necessary classroom and building control in keeping with the written regulations established for the building. It is expected that consistency shall be the basis of all disciplinary measures.
2. While primary responsibility for discipline in the individual classroom must remain with the unit member, it is expected that the unit member shall refer promptly to the designated building office, for appropriate action, any pupil whose conduct is unacceptable and who does not appear to be responding to the unit member's normal disciplinary measures. Frequent classroom disruptions by an individual pupil infringe upon the rights of the other pupils to learn. Ignoring disrespect by pupils leads to further trouble for all.
3. Unit members who use reasonable disciplinary measures as established by building policies can expect full backing from the administration and Board.

4. Unit members shall be given copies of building discipline policy, and the building administrators shall conduct a meeting with the faculty to discuss and implement the policy.
5. Unit members are expected to use appropriate means necessary to protect themselves or their pupils if physically attacked or threatened by either students or parents.
6. The Board and Superintendent believe that the first law of good teaching is good discipline and urge every employee in the District to consider it a prime responsibility to participate fully in helping to create a healthy school climate for learning. All concerned must realize that ill-advised actions and language by adults can precipitate student reaction. There is no substitute for mature, responsible actions by all members of the staff. Abusive treatment of pupils will not be tolerated.
7. The Board directs each building administration to establish practices that ensure students know and understand the pupil policy.

B. Policy Statements Relative to Students

1. Pupils must know their responsibilities, as well as their rights. The pupil's right must be respected. Each pupil has a right to have all employees remember that pupils are what teaching is all about and that teaching implies some mistakes will be made by young people along the path to maturity.
2. Each pupil will be given an opportunity on an annual basis to become conversant with the Suspension Policy, which lists the code for pupil behavior and the regulations for pupil behavior. Pupils have a very serious responsibility to study and understand their rights and responsibilities.
3. Pupils exhibiting flagrant disrespect for unit members or other school employees shall be removed from the scene for proper disciplinary action by the building administrative staff.
4. The policy is applicable to all pupils enrolled in the District (Grades Pre-K - 12).

C. Policy Statements Relative to Parents

1. The effective enforcement of this policy requires the cooperation and backing of parents.
2. Each school shall keep parents informed of building disciplinary procedures.

D. Disciplinary Procedures

1. Building Procedures:

- a. The Building Principal has the right to suspend a student for up to five (5) days for reasons listed in the Suspension Policy.
- b. Handling of building discipline will follow these guidelines:
- c. District-wide discipline referral forms will be developed for use in all buildings. The following should be incorporated:
 1. The unit member should fill out the form indicating the reason(s) for sending the pupil to the office and the form transmitted to the office as soon as possible.
 2. The administrator shall promptly indicate to the unit member the disposition of the case.

3. When the pupil is referred to the office for discipline, the unit member shall have the right to an employee-principal conference. The form shall provide space for this type of unit member request.
 4. The referral procedure using the referral form shall be initiated at the unit member's discretion.
2. Procedures have been developed for each of the three (3) District levels (elementary, middle school and senior high) establishing similar punishment for particular offenses. Copies of the procedures will be given to each unit member.
 3. These building procedures will establish levels of punishment dealing with infraction (i.e., after a pupil violates a procedure the first time, the pupil will know the penalty for the second violation).

E. Central Office

Any act of physical violence toward a unit member of the District shall result in automatic suspension of the pupil involved. S/he may be considered for re-admission only after a parent (legal guardian) and unit member-administrator conference and assurance of cooperation. In cases of serious physical violence against a unit member, where violence is not instigated by the unit member, an immediate referral will be made to the office of the Director of Pupil Services. After the Director of Pupil Services or designee has reviewed the case, one of the following options may be pursued. (Classroom teacher approval is necessary for readmission to the class if option one (1) or two (2) is used.).

1. Option One - Set up a building level conference with the unit member, the parent, the building administrator, and the Supervisor of Pupil Services present to review the case; or
2. Option Two - Assign to an alternative program. The pupil will not be readmitted to the home school without a pupil, unit member, administrative, parent (legal guardian) conference; or
3. Option Three - Refer to the Superintendent for a Superintendent's hearing at which time the Superintendent will make a disposition.

9. **PERFORMANCE REVIEW SYSTEM**

9.1 **Evaluation Procedure**

9.11 **Evaluation Philosophy**

Recognizing that the goal of a unit member's evaluation is to further the positive and continued growth of the District's professional staff and the resulting improvement of instruction, the District and the ETA agree to the following procedures with respect to unit member's evaluation.

9.12 **Rationale**

The Performance Review System will recognize the need for evaluation and professional improvement. The system includes clearly defined criteria which shall be communicated to all unit members and District administrators. The Performance Review System recognizes the needs of both the tenured and non-tenured unit member and provides procedures and guidelines which will allow for professional improvement.

9.13 **Components**

- A. Every unit member covered by the Annual Professional Performance Review Plan as required by Education Law 3012-d. shall be evaluated based upon the attached APPR Procedural Manual which is hereby incorporated into this document.
- B. All unit members who are not covered by the Annual Professional Performance Review Plan as required by Education Law 3012-d., shall be evaluated based upon the following components:
 - 1. Psychologist, School Counselors and Social Workers will begin using the Danielson Rubric for one announced observation per year in the 2022-2023 school year after receiving professional development in the 2021 -2022 school year.
 - 2. Pre-K will begin using the Danielson Rubric for one announced observation per year in the 2022-2023 school year after receiving professional development in the 2021 -2022 school year.
- C. Teaching Assistants shall be evaluated based upon the following components:
 - 1. Administrative Option (See Appendix C)
 - 2. Peer Partnering Option (See Appendix D)
 - 3. Self-Directed Option (See Appendix E)

Each component includes the clearly defined criteria of professional practice, as outlined in detail in the Administrative Option. It is an expectation that the Administrative Option is an interactive process between the evaluator of record and the unit member. All non-tenured unit members will be evaluated using the Administrative Option.

9.2 Administrative Option

9.21 Definitions

- A. Observation - is defined as the formal visitation by the observer to the unit member's classroom or workstation for the purpose of gathering and recording data of the unit member's observed performance.
- B. Observer - is defined as the certified Building Principal, Assistant Principal or Supervisor from outside the ETA who completes the "Evaluation and Improvement Plan Form."
- C. Evaluation - is defined as the recording and conferencing of the evaluator's observation of the unit member using the "Evaluation and Improvement Plan Form" and "Annual Performance Evaluation Form." The evaluation is the total summative record of the activities and performance of the unit member during the school year.
- D. Evaluator of Record - is defined as the Building Principal, Assistant Principal or Supervisor from outside the ETA, who completes both "Evaluation and Improvement Plan Forms" and "Annual Performance Evaluation Form." There shall be an evaluator of record for each unit member. Unless otherwise notified in the month of September, the evaluator of record shall be the Building Principal in which the unit member is assigned more than fifty percent (50%) of the time. If a unit member is assigned equally to two (2) or more buildings, the Building Principal where the unit member first reports is assigned to be the evaluator of record.
- E. Forms - Are defined as the official forms titled "Classroom Evaluation and Improvement Plan" (Appendix C) and "Annual Performance Evaluation" (Appendix D) that are used to record the employee's total evaluation.

- F. **Observation Duration** - is defined as the period of time the observer conducts the observation; secondary observations are to be at least forty minutes (40); elementary shall be no less than twenty-five (25) minutes. Art, music, physical education and library shall be the same as the teacher's assigned grade level.
- G. **Pre-Conference** - is defined as a meeting between the observer and the employee to communicate performance expectations to be observed during the observation and to discuss the time when the observation will occur.
- H. **Post-Conference** - is defined as a meeting between the evaluator or observer and the unit member to discuss the completed evaluation form and, when applicable, to develop mutually an Improvement Plan. Post-conferences also apply to the Annual Performance Evaluation.
- I. **Improvement Plan** - is defined as the plan mutually developed and written by the observer or evaluator and unit member to prescribe the improvement and/or remediation in the area(s) indicated on the appropriate form, as in compliance with the requirements of Section 9.13.

9.22 Procedures/Administrative Option

- A. All unit members shall be evaluated each year. Non-tenured unit members shall be formally observed as follows:
 - 1. Part-time:

Under .3 employment	Minimum of one (1) evaluation per year
From .3 - .75 employment	Minimum of two (2) evaluations per year
Over .75 employment	Minimum of three (3) evaluations per year

2. Full-time members shall be evaluated a minimum of three (3) times per year.
- B. The unit member may request one (1) additional classroom observation per year and the request shall be granted. The unit member can choose the District administrator who will do the classroom observation.*
 - C. No observation shall be conducted by the evaluator during the first ten (10) school days.
 - D. All evaluations shall be concluded by the evaluator on or about June first.
 - E. The observation shall be concluded with the open and full knowledge of the unit member.
 - F. The pre-conference meeting shall take place at least one (1) day prior to the observation.
 - G. The post-conference shall be held within ten (10) school days of the observation and/or evaluation.
 - H. If the criterion in the "Classroom Evaluation and Improvement Plan" is rated "Improvement Required" or "Unsatisfactory" by the observer, the observer shall present specific information supporting the basis of the rating and present written strategies in the "Improvement Plan" portion of the form (see Section 9.21.I).
 - I. Within two (2) workdays of the post-conference, the unit member shall be given a copy of the "Classroom Evaluation and Improvement Plan" mutually created at this post-conference or "Performance Evaluation Form" and any appended pages. Said appended pages shall be added to the appropriate form and initialed by both parties. The unit member shall sign the form, which shall not constitute either agreement or disagreement with its contents. A copy of the form shall be placed in the unit member's official personnel file. The unit member may add his/her own comments to the form and said comments shall become part of the form. The original form must be returned by the unit member to the observer or evaluator within ten (10) school days.
 - J. The Evaluator of Record will complete the "Annual Performance Evaluation Form" (Appendix I) by June first.
 - K. In cases where the unit member is not recommended for continued employment, the Evaluator of Record shall make said recommendation to the Superintendent and simultaneously, in writing, inform the affected unit member of the recommendation. Notice of the recommendation shall be given to the Superintendent and the affected unit member not later than sixty (60) days immediately preceding the discontinuance of the probationary service.
 - L. Each probationary unit member who is not to be recommended for permanent appointment or tenure shall be so notified in writing by the Superintendent no later than sixty (60) days immediately preceding the discontinuance of the probationary service.

*Reflects a mutual understanding between the ETA and the District that any certified District Administrator is available for the request.

9.3 Peer Partnering Option

9.31 Definitions

- A. Peer - Any unit member who has taken the Peer Partnering Training, as defined by the ETA.
- B. Partner - One who helps a peer practice and assess his/her teaching by providing objective information based on commonly understood criteria. The role of the peer partner in the evaluation process is confidential and neither the District nor the ETA may call a peer partner to testify in a contested disciplinary proceeding regarding an evaluation.
- C. Forms - Defined as the official forms titled "Tenured Peer Partnering Form" (Appendix D, PPO-1), "Peer Partnering/Self-Directed Reflection" (Appendix F, PPO/SDO-2).

9.32 Procedures/Peer Partnering Option

This option allows a unit member to form a partnership with another unit member. The basic format of this option involves the peer providing specific and objective feedback to the partner following a pre-conference, observation, and post-conference. As the partnership between the peers develops, each may suggest ways of improving a lesson or may make suggestions for professional growth. Non-tenured unit members may voluntarily participate in peer visitations in addition to required administrative assessments. Before being eligible to choose this option:

- A. Both peers must have completed basic peer partnering training.
- B. Completion of the form to initiate the Peer Partnering Option (PPO-1) must be done by applicant by October first of the current school year.
- C. Administrative approval of the Peer Partnering Option must be obtained from the Evaluator of Record by October fifteenth of the current school year on PPO-1. If administrative approval is denied, the administrator shall provide written explanation to the unit member for that decision. The administrative decision is not grievable.
- D. Completion of form PPO/SDO-2 and submission to the evaluator of record prior to May (10th) of the current school year.
- E. The Evaluator of Record will complete the "Annual Performance Evaluation Form" (Appendix I) by June (1st).

9.4 Self-directed Option

9.41 Definitions

- A. Self-directed Option - The unit member works independently on a program of professional improvement. In the self-directed option, the individual implements the plans/he developed to improve his/her skills and abilities. Following self-assessment of professional needs, each unit member works cooperatively with his/her administrator of record to establish goals, resources, expectations, and conditions relating to fulfillment of the self-directed option.
- B. Forms - Are defined as the official forms titled "Self-Directed Option" Appendix E (SDO-1), and "Peer Partnering/Self-Directed Reflection" Appendix F (PPO/SDO-2).

9.42 Procedures/Self-directed Option

- A. The unit member shall submit a written plan for self-directed development (SDO-1) by October (1st) of the current school year.
 - Goal(s)
 - Proposed Activities
- B. Administrative approval of plan must be obtained from the evaluator of record by October (15th) of the current school year. If administrative approval is denied, the administrator shall provide written explanation to the unit member for that decision. The administrative decision is not grievable.
- C. Implementation of Proposed Activities.
- D. Review current progress with the designated administrator once per semester (informal discussion).
- E. Completion of form PPO/SDO-2 and submission to the evaluator of record prior to May (10th) of the current school year.
- F. The Evaluator of Record will complete the "Annual Performance Evaluation Form" (Appendix I) by June (1st).

9.5 Mentoring

The District and the Association agree to mutually revise the current District Mentoring Plan. The plan will be revised in compliance with Commissioner's Rules and Regulations (Section 100.2(dd)(iv) as may be amended).

- A. This program should be intertwined with the professional development plan (As of July 1, 2021, refer to Appendix Z of the CBA or Appendix A of the PDP plan) allowing both parties to obtain personal professional development record of participation hours for their work together.

9.51 Confidentiality

- A. Consultations and observations within the Teacher Mentoring Program shall be advisory and confidential and will in no manner whatsoever be evaluative. The evaluation of the teacher's performance will remain the responsibility of the appropriate administrator in accordance with the provisions of the negotiated agreement.
- B. The performance of a member of the bargaining unit as a mentor will in no manner whatsoever be evaluated by the teacher being mentored and/or effect in a negative manner the mentor's evaluation as a teacher.

9.52 Immunity

No bargaining unit member who participates in the Teacher Mentoring Program either as a committee member or as a mentor may be required to appear at any proceeding or testify about information they gathered as a direct result of the mentor-mentee relationship, except as may otherwise be required under law.

9.53 Choosing Mentors

When selecting mentor teachers, the District and ETA President will mutually ensure that each mentor

has:

1. Volunteered to be a mentor
2. Tenure in the District
3. Knowledge of instructions/learning theory, and classroom management theory
4. Demonstrated transferal of theory into practice
5. Effective interpersonal communication skills
6. Understanding of the concept and value of continuous professional development

A mentor who is chosen to work with a teacher on a TIP plan should be from within the same building when possible.

9.54 Wherever possible, the District shall match the mentor and the new teacher in each of the following areas:

1. Tenure area
2. Certification
3. Grade level
4. Subject area

9.55 It shall be responsibility of the District to assign a mentor to assist the new teachers.

9.56 **Compensation**

- A. A mentor shall be compensated at a rate of five hundred dollars (\$500.00) per year for each teacher they are assigned to mentor. In order to obtain this stipend, the mentor will be required to attend up to four (4) annual trainings. In addition, all mentors will meet a minimum of once a month, for at least sixty (60) minutes and record the contents of their monthly meetings.
- B. The mentor and the building administrator will plan for release time when the mentor may observe and assist in classroom/curriculum planning. This shall not conflict with the mentor's lunch period unless the mentor agrees. The building principal shall have discretion as to whether to permit mentoring schedules which would result in a substitute teacher being placed in the mentor's class.

9.57 The negotiating teams will reconvene to review any changes in NYS regulations/law and or District revisions.

9.58 The negotiating teams will reconvene to review the committee's proposal and resubmit any change in New York State regulations or laws (district or local), amendments or concerns to the committee for their review and recommendation.

10. DISCIPLINE AND DISCHARGE

10.1 **Standard for Discipline and Discharge**

10.11 **Sole Standard**

Standard for Discipline and Charge - The sole standard by which the District can discipline or discharge a tenured unit member, or a tenure year unit member shall be just cause. However, any tenure year unit member who has an "unsatisfactory" on his/her evaluation may be denied tenure but may receive a one-year extension upon signing a JUUL agreement. If such unit member has an "unsatisfactory" on his/her evaluation form in the following year, they may be discharged "without cause."

10.12 **Definitions**

- A. Discipline - Shall be defined as a written reprimand, fine or suspension.
- B. Discharge - Shall be defined as termination from any services of District.
- C. Counseling Memorandum - Written communication to call attention to minor breaches in policy and to instruct corrective behavior, not to punish.
- D. Mail/Mailings - Shall be defined as certified mail, return receipt requested.
- E. Days - Shall be defined as days when school is in regular session with student attendance.
- F. Unit Member- Is defined as a person represented by the ETA.

10.13 Procedures: Notice of Discipline or Discharge

- A. Whenever the Superintendent finds probable cause to discipline or discharge a unit member, s/he shall:
 - 1. Mail a written Notice of Determination of Discipline/Discharge, a Notice of the right to elect this contractual alternative Arbitration Hearing or a 3020-a proceeding, and a Waiver of Arbitration Hearing form (See Appendices Q, R, and S) to the unit member's legal residence.
 - 2. Said Notice of Determination of Discipline/Discharge shall contain the charges against the unit member, supporting specifications and penalty sought.
 - 3. Within ten (10) days of receipt of the Notice of Determination of Discipline/Discharge, the unit member shall mail to the Clerk of the Board either a Notice of Arbitration Hearing or 3020-a Proceeding or the written Waiver of Arbitration Hearing.
 - 4. Failure by the unit member to provide the Notice of Hearing or 3020-a Proceeding by the time limits set forth in Section 10.13.A.3 or a waiver for a hearing shall constitute a waiver, or the arbitration hearing and the charges will then be deemed sustained, and the Board may immediately impose the penalty sought.
 - 5. Should the unit member notify the District for an arbitration hearing and if the penalty sought is suspension or discharge, the unit member may be so suspended without pay or benefits upon receipt by the District of the unit member's Notice for Hearing.

10.14 Procedures: Arbitration Hearing

- A. Within ten (10) days of the unit member's Notice to the District for an Arbitration Hearing, the unit member shall, through the ETA, grieve the discipline or discharge. All parties shall be bound by the procedures set forth herein below:
 - 1. The arbitration demand shall be set forth on the Demand for Arbitration - Discipline/Discharge form (See Appendix T).
 - 2. The demand shall be mailed to the American Arbitration Association, with a copy delivered to the Superintendent.
 - 3. If the grievance involves fine or reprimand, the American Arbitration Association shall hold a hearing within sixty (60) calendar days.

4. The District shall provide, at no cost, the services of a stenographer. The transcript of each day of hearing shall be provided to each of the parties.
5. Counseling Memoranda are admissible to the extent they demonstrate prior notice of the event.
6. If post-hearing briefs are required by the arbitrator or by the ETA or District, said briefs are to be received by the arbitrator within ten (10) calendar days of the receipt of the transcript, at which time the hearing will be declared closed. If no briefs are required, the hearing will be declared closed at conclusion of oral presentation.
7. The arbitrator will have ten (10) calendar days after the close of the hearing to render his final and binding award and shall mail one (1) copy to the ETA's representative and the District's representative.
8. The arbitrator shall not be bound by the arbitration award limitation set forth in Article 11 of this Agreement; however, the arbitrator may not otherwise alter, modify, add or subtract from the provisions of this Agreement.
9. If at any point in the above arbitration procedure, the time limits are not met by the arbitrator or the District, the employee, suspended without pay or benefits, shall be restored to the payroll and benefits until the award is received by the parties' representatives.
10. Commencing after the sixtieth (60) calendar day, any employee having been suspended without pay or benefits, and no award having been received, shall be restored to the District's payroll and will receive their appropriate salary and benefits until the award is received by the parties' representatives.
11. An employee, while on suspension, can continue at his/her expense, to be covered by the parties' medical care plans pending the arbitrator's award.
12. The arbitrator and parties will be bound by the Voluntary Rules and Procedures of the American Arbitration Association.
13. In cases involving discipline or discharge, the District shall pay the full cost of arbitration.
14. For cases involving discipline or discharge of non-tenured personnel, the District and Association shall share equally in the cost of the arbitration.

10.15 Preliminary to Superintendent's Determination

Prior to the Superintendent's finding of probable cause, the District, the unit member and his/her representative will meet to attempt a resolution of the dispute.

11. GRIEVANCE PROCEDURE

11.1 Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit or the ETA may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education

(hereinafter sometimes referred to as the "Board") and its teachers are afforded adequate opportunity to dispose of their differences within the necessity of time-consuming and costly proceedings before administrative agencies or in the courts.

11.2 Grievance

A grievance is a complaint by one (1) or more employees represented by the ETA of a violation, a misapplication or misinterpretation of this Agreement.

11.21 Supervisor

Grievance Level One Supervisor - For the purpose of the grievance procedure, the Level One Supervisor shall be the Building Principal or the immediate supervisor.

11.22 Chief Executive Officer

The Chief Executive Officer is the Superintendent of Schools.

11.23 Elmira Teachers Association

ETA shall mean Elmira Teachers Association.

11.24 Aggrieved Party

Aggrieved party shall mean the ETA and/or any person or any group of persons in the negotiating unit filing a grievance.

11.25 Representative

Representative shall mean any person designated by the ETA to act on behalf of the grievant.

11.26 Elmira Teachers Association Rights

The ETA, as an association, can file grievances.

11.3 Procedures

11.31 Grievance Statement

Except at the informal stage, all grievances shall include: the name and position of the aggrieved party; the identity of the provision of law, the Agreement, policies, etc. involved in said grievance; the time when and the place where the alleged events or condition constituting the grievance existed; the identity of the party responsible for causing said events or conditions, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

11.32 Written Decisions

Except for the information decisions at Level One, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact, conclusions, and supporting reasons thereof. Each decision shall be promptly transmitted to the employee and his/her ETA representative.

11.33 Grievance Preparation

The preparation and processing of grievances, insofar as practical, shall be conducted usually after the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure. When it becomes necessary for employees to become involved, during school hours, at the arbitration level, such employees shall be excused for such arbitration hearing without loss of pay.

11.34 Disclosure

It is the intent of the parties to this Agreement that disclosure shall be made of the material at issue of a grievance at all stages. To this end, the parties agree to make available to the requesting party, upon three (3) days' written notice, the materials relevant to the grievance. The only exception shall be pre-hire materials, confidential recommendations or materials that are personal in nature that do not specifically affect the pending grievance.

11.35 Witnesses and Minutes

Except as otherwise provided in Sections 11.5.A and 11.5.B, an aggrieved party shall have the right, at all levels of a grievance, to confront and question all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every level of this grievance procedure which have been designated by mutual agreement of the parties as the official minutes.

11.36 Grievance Forms

Forms for filing grievances and taking appeals will be developed by ETA and District Personnel Office. The Chief Executive Officer shall then have them printed and distributed to the ETA and the buildings so as to facilitate operation of the Grievance Procedure (See Appendices J, K, and L).

11.37 Grievance File

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

11.38 Informal Resolution

Nothing contained, herein, will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the administration and having said matter informally adjusted without intervention of the ETA, provided the adjustment is consistent with the terms of this Agreement and the ETA has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be final and binding upon the aggrieved party and party-in-interest concerning therein, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11.39 Contrary to Law

If any provisions of the Grievance Procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provisions or application shall not be deemed valid or subsisting,

except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

11.310 Official Grievance Record

The Superintendent/Designee shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes and notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Level One (A) and all written decisions at all levels. Official minutes will be kept at Board expense of all proceedings in Level Three. A copy of such minutes will be made available to the aggrieved party and the ETA within seven (7) days after the conclusion of hearings at Level Three. Either party may advise the appropriate hearing officer of any errors in said minutes. Any claim of error in the minutes shall become a part of the Official Grievance Record. The Official Grievance Record shall be available for inspection and copying by the aggrieved party, the ETA and Board, but shall not be deemed a public record.

11.311 Election of Forum

Once a Demand for Arbitration has been submitted to the American Arbitration Association or the permanent umpire, the grievant may not utilize any other forum to litigate the issue. This is in no way intended to deprive an individual member of the bargaining unit, nor the ETA, of any legal or constitutional rights.

11.4 Time Limits

11.41 Extension

Since it is important to good relationships that grievances be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.

11.42 First Level

The written grievance is to be forwarded at the first level within forty-five (45) school days from the date the unit member or ETA knew or should have known of the basis for the grievance.

11.43 Discontinued

If a decision at one stage is not appealed to the next level 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.

11.44 No Decision

Failure at any level of the Grievance Procedure to communicate a decision to the aggrieved party and s/he ETA representative within the specified time limit, shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.

11.45 June Grievances

In the event a grievance is filed on or after June (1st), upon request by or on behalf of the aggrieved party, every effort will be made to process the grievance as soon as possible.

11.5 Levels of Grievances

11.51 Level One: Meeting

- A. A unit member having a grievance will discuss it with his/her Building Principal or supervisor, either directly or through a representative, with the objective of resolving the matter informally. It shall be the obligation of the grievant to state the matter under discussion as a grievance. In the case of a group grievance (i.e., a grievance filed by more than one (1) unit member), the parties-in-interest shall mean the grievant. The grievant or his/her representative shall be responsible for presenting the views of the unit members involved. If an employee submits the grievance through a representative, the unit member shall be present during the discussion of the grievance, unless the unit member is unable to attend because of poor health.
- B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days after the written grievance is presented to him/her, the supervisor shall render a decision therein in writing and present it to the unit member and his/her ETA representative.

11.52 Level Two: Appeal

- A. If the unit member initiating the grievance and/or the ETA is not satisfied with the written decision at the conclusion of Level One, a written appeal of the decision at Level One may be filed with the Superintendent within ten (10) school days after the unit member has been served with such written decision. Copies of the written decision at Level One shall be submitted with the appeal.
- B. Within ten (10) school days after receipt of the appeal, the Superintendent/Designee shall hold a conference with the unit member or his/her representative, if any.
- C. The Superintendent/Designee shall render a decision in writing to the unit member and their ETA representative within ten (10) school days after the conclusion of his/her conference.

11.53 Level Three: Arbitration

- A. If the unit member and/or the ETA are not satisfied with the decision at Level Two, within thirty-one (31) school days the ETA may submit the grievance to arbitration by written notice to the American Arbitration Association using the Demand for Arbitration form (see Appendix T).
- B. The parties will then be bound by the voluntary rules and regulations of the American Arbitration Association. The American Arbitration Association shall be the permanent arbitrator in all grievances arising out of this Agreement.
- C. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
- D. The decision of the arbitrator shall be final and binding upon the parties.
- E. The arbitrator's award in cases involving the discharge of a probationary teacher shall be limited to a "make whole" standard. In all other cases the arbitrator's award shall be limited to twenty thousand dollars (\$20,000.00).
- F. The costs for the services of the arbitrator will be borne equally by the Board and the ETA, except:
 - 1. In cases involving discipline or discharge, see Article 10.

2. When the arbitrator finds the District to have violated the Grievance Procedure itself. (Reference: American Arbitration Association Case No. 15-39-0653-83). In such cases, the Board will pay the entire cost of the hearing. In such cases, the grievance alleging a violation of the grievance procedure will be joined and made part of the arbitration hearing being held on the merits of the dispute.

12. TEACHING ASSISTANTS

12.1 The Following Articles are to be Read as not Including Teaching Assistants:

Articles

2.12	Graduate Credit Hours/In-Service Hours
2.23	Curriculum Development
5.1	Hours
5.2	Assignment for Full-Time Equivalent
5.3	Suggested Class Size
5.61	Teaching Assignment – Secondary
5.62	Teaching Assignment - Elementary

12.2 Teaching Assistants: Terms and Conditions

12.21 The following are additional terms and conditions of employment for Teaching Assistants:

- A. In-service - Teaching Assistants who participate in in-service courses shall be compensated at one hundred percent (100%) of the rate paid to unit members.
- B. Hours - Teaching Assistants' workday shall be seven and one-half (7.5) hours set by the District. The workday will not be the same for all Teaching Assistants and will not necessarily be coincidental with starting and finishing times of the teacher workday.

C. Sick Leave

1. Accrual of Days

Upon employment, unit members shall be credited with thirty-four (34) sick days which may be used over the first twenty-four (24) months. Any unused sick days at the end of the twenty-four (24) months shall be accumulated for subsequent use. For each successive twelve months (12) month period, the unit member shall be credited with seventeen (17) sick days which may be used over the next twelve (12) months. Any unused sick days at the end of the twelve (12) months shall be accumulated for subsequent use.

2. Family Sick Leave Usage

Teaching Assistants may designate up to twenty-five (25) sick days in each five (5) year period as family illness days. For the purpose of this section, family shall be defined as set forth under Section 3.36.A.

3. Accumulation

In no event may a Teaching Assistant accumulate more than two hundred twenty (220) sick days. The accumulated sick days shall not include the amounts credited in Section 12.21 C 1 until the end of the applicable sixty (60) month period. Therefore, a member may carry a total of up to three hundred five (305) days of sick time during the sixty (60) month period.

4. Sick Leave Bank

Teaching Assistants will be required to participate in the Sick Leave Bank in Section 3.52.

D. Breaks/Prep Time

1. Teaching Assistants shall have a minimum of forty (40) minutes of break time.
2. Teaching Assistants who work with a classroom teacher to provide instruction or review shall be provided common planning time whenever scheduling permits.
 - A. Teaching Assistants shall have a minimum of forty (40) minutes for duty free lunch daily.

E. Evaluation

1. Introduction - Recognizing that Teaching Assistant evaluations are not covered under the APPR requirements they shall be evaluated based upon one of the following components:
 - a. Administrative Option (See Appendix C)
 - b. Peer Partnering Option (See Appendix D)
 - c. Self-Directed Option (See Appendix E)
2. Non-tenured Teaching Assistants will be evaluated using the administrative option in Appendix C. Tenured Teaching Assistants will choose which of the three options they wish to use.
3. Procedure for Administrative (Narrative) Option
 - a. Only duly appointed District supervisory personnel can evaluate.
 - b. The evaluator shall notify the Teaching Assistant prior to the evaluation period.
 - c. A post conference shall be held between the evaluator and the Teaching Assistant within ten (10) working days to discuss the evaluation.
 - d. Where unsatisfactory job performance is noted, the evaluator shall make specific written recommendations to improve the job performance.
 - e. At the post conference, the Teaching Assistant shall receive a signed copy of the evaluation and said copy signed by the Teaching Assistant shall be placed in the employee's personnel file.
 - f. The Teaching Assistant may attach a written response to the evaluation.
 - g. An additional evaluation may be requested by the Teaching Assistant. Said request shall be granted.
 - h. When a Teaching Assistant is being recommended for discharge, they shall be given the reasons in writing at least twenty (20) working days before Board action.
4. The procedures for the Peer Partnering Option and the Self-Directed Option are found in subsection 9.3 and 9.4 respectively.

F. Personal Illness Leave Cash-In

Upon giving at least ninety (90) days irrevocable written notice of their retirement, an employee can avail themselves of a sick leave cash-in benefit according to the following procedures:

1. They must have at least one hundred ten (110) days of accumulated sick leave at the time of their retirement and a maximum of two hundred twenty (220) days accumulated sick leave.
2. To receive this mandatory non-elective contribution, the employee must establish a 403(b) account at least thirty (30) days prior to retirement in accordance with Section 2.16. D.
 - a. Upon giving at least ninety (90) days irrevocable written notice, an employee shall receive thirty-five dollars (\$35.00) per day for each accumulated sick day.
 - b. Upon giving at least one hundred eighty (180) days irrevocable written notice of their retirement, an employee shall receive fifty dollars (\$50.00) per day for each accumulated sick day.
 - c. Upon giving at least three hundred sixty-five (365) days irrevocable written notice of their retirement an employee shall receive eighty-five dollars (\$85.00) per day for each accumulated sick day.
 - d. Sick leave is prorated at the time of retirement for the purpose of personal illness leave cash-in as defined under 3.18 Personal Illness Leave Cash-In.
3. The ninety (90) day notice requirement may be waived by the Superintendent after receipt of the recommendation of an employee's application for waiver from the ETA President and Associate Superintendent for Instruction.

G. Professional Development - Teaching Assistants with a continuing or level III certification, will be required to complete One hundred (100) hours in a five (5) year period to be broken down as follows: a minimum of twelve (12) hours per year for building/District goals, and eight (8) hours per year for personal professional goals.

If a member completes more than eight (8) hours of personal professional PDP in any year, they may carry over the additional record of participation hours to meet subsequent years' requirements. Additional building/District goal hours cannot be carried over from year to year.

H. If a Teaching Assistant is asked to substitute for a teacher during instructional time, s/he will be additionally compensated as follows: Thirteen dollars (\$13.00) for a period of 1 - 45 minutes, twenty-one dollars (\$21.00) for a period of 46 - 60 minutes, twenty-seven dollars (\$27.00) for a period of 61 - 90 minutes, or sixty-two dollars (\$62.00) for coverage exceeding 90 minutes in a work day. A Teaching Assistant who subs for a full day will not receive extra pay for covering a class during their prep time as they will receive the teacher's daily prep time in lieu of their own.

I. College Course Reimbursement of Courses Required for Certification

Any Teaching Assistant who must, as a requirement for certification up to and including Level III Teaching Assistant Certification, or any current Teaching Assistant who currently

holds a Teaching Assistant Certification, but wishes to become certified up to and including Level III Certification, pursuant to the New York State Education Regulations shall be reimbursed for classes germane to their employment as follows:

- One hundred percent (100%) upon completion of a course with a grade of "A-" or higher;
- Seventy-five percent (75%) upon completion of a course with a grade in the range of "B-" to "B+";
- Fifty percent (50%) upon completion of a course with a grade in the range of "C-" to "C+";
- Zero percent (0.00%) with a grade of a "D" or "F."

This percentage of tuition reimbursement above will be paid based upon the rate of tuition at Corning Community College regardless of the institution the Teaching Assistant attends.

The Teaching Assistant agrees to work for the District for an additional two (2) years from the date the payment is made. If they choose to leave the District prior to the two (2) years, they will reimburse the District the pro-rata cost of the courses for which the service was not rendered.

For example, if the Teaching Assistant only completes one (1) year, they will refund one-half (1/2) of the reimbursement to the District.

Pre-approval by the Superintendent is not required prior to enrollment in courses that apply toward the eighteen (18) credit hours required for certification.

J. Post-certification College Credit Reimbursement

After a Teaching Assistant has completed eighteen (18) credit hours of college, the District will reimburse the Teaching Assistant for all accredited college undergraduate hours from 19 - 30 hours in accordance with the reimbursement schedule in Section 12.21. I.

Pre-approval by the Superintendent is required prior to enrollment in the course. Pre-approval forms are located in Appendix M.

The Teaching Assistant agrees to work for the District for an additional two (2) years from the date the payment is made. If they choose to leave the District prior to the two (2) years, they will reimburse the District the prorated cost of the courses for which the service was not rendered.

K. Horizontal Salary Schedule Movement

The processing of horizontal salary schedule increase will require submission of the academic record by January first for adjustment on February first or by August first for adjustment on September first of the next school year.

- L. Teaching Assistants are required to attend an open house. If they are required to attend a second open house in a school year, they shall be compensated at a rate of forty dollars (\$40.00) for the additional open house.

12.3 **Supervision - Parties Agree**

If all or any part of the seven and one-half (7-1/2) hour Teaching Assistant workday falls

beyond the teacher workday, a supervisor or person in charge will be on-site or (who) can be contacted. At the times referenced in Section 12.21. B, it is understood that the responsibility for the operation of the building rests with the Building Principal.

12.4 Job Titles/Levels

Level I Teaching Assistant: The Level I Teaching Assistant is the entry level certificate for Teaching Assistants. This certificate permits the holder to provide direct instructional services to students under supervision of a licensed or certified teacher. It is valid for three (3) years, with the possibility of renewal for three (3) additional years to meet the experience requirement for the Level II Teaching Assistant certificate.

Level II Teaching Assistant Certificate: The Level II Teaching Assistant certificate is the second level certificate for Teaching Assistants. The certificate permits the holder to provide direct instructional services to students under the general supervision of a licensed or certified teacher.

It is valid for three (3) years and not renewable and leads to the Level III Teaching Assistant certificate.

Level III Teaching Assistant Certificate: The Level III Teaching Assistant certificate is the third level certificate for Teaching Assistants. This certificate permits the holder to provide direct instructional services to students under the general supervision of a licensed or certified teacher. It is continuously valid with completion of the required professional development hours every five (5) years. The five (5)-year professional development cycles begin on July (1st)¹ following the issuance date of the certificate.

Pre-Professional Teaching Assistant Certificate: The Pre-Professional Teaching Assistant certificate is the advanced level certificate for Teaching Assistants. This certificate permits the holder to provide direct instructional services to students under the general supervision of a licensed or certified teacher. It is valid for five (5) years; may be renewed with matriculation in a teacher preparation program and completion of thirty (30) semester hours of collegiate study.

Continuing Certificate as a Teaching Assistant: The continuing certificate as a Teaching Assistant is issued to permit the continued employment of an individual who has completed one year of experience under a temporary license and who has six (6) semester hours of study in education. This certificate permits the holder to provide direct instructional services to students under the general supervision of a licensed or certified teacher. It is continuously valid, except when the holder has not been regularly employed in the public schools for five (5) consecutive years, in which case the certificate lapses.

13. GENERAL PROVISIONS

13.1 Severability

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or application shall continue in full force and effect.

13.2 Management Rights

The District reserves all rights, powers and authorities as provided by statute, as amended

from time to time, and not contrary to this Agreement.

13.3 Supersede Clause

This Agreement shall supersede any rules, regulations or practices of the District which will be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the District.

13.4 Totality and Modification

This Agreement shall constitute the full and complete Agreement between the parties and may be altered, changed, added to, deleted from or modified only by the voluntary, mutual consent of the parties in a written amendment to this Agreement.

13.5 Individual Arrangement

Nothing contained herein shall prevent the Board from making an individual arrangement with an individual unit member covering all or part of a school year. No such arrangement with an individual shall be binding on any other unit member. If an individual arrangement contains any language inconsistent with this Agreement, this Agreement, during the duration, shall be controlling.

This Agreement shall constitute the full and complete Agreement between the parties and may be altered, changed, added to, deleted from or modified only by the voluntary, mutual consent of the parties in a written amendment to this Agreement.

13.6 Successor Agreement

Upon completion and full accord of all parties of the terms of the Successor to this Agreement, it shall be signed by the chief negotiators and/or their designee and notarized as the final draft of said Agreement. In the event of any errors or omissions upon printing of said Successor Agreement, same shall be corrected to conform to such executed and notarized true copy. In the event of any dispute hereafter, arising under the terms of said Agreement, the copy executed by the negotiating teams and thereafter notarized shall be considered the original Agreement by the parties.

13.7 Distribution of Agreement

Each current unit member shall be provided with an electronic copy of this Agreement.

14. DURATION

14.1 Period

The foregoing provision constitutes the entire Agreement for July 1, 2021 through June 30, 2024.

APPENDIX A - TEACHER SALARY

2021-2022

Step	Base	Base+35	Base+50	Base+60	Base+70	Base+80	Base+90
1	\$43,200	\$45,500	\$46,250	\$46,750	\$47,000	\$47,250	\$47,500
2	\$43,760	\$46,060	\$46,810	\$47,310	\$47,560	\$47,810	\$48,060
3	\$44,320	\$46,620	\$47,370	\$47,870	\$48,120	\$48,370	\$48,620
4	\$44,880	\$47,180	\$47,930	\$48,430	\$48,680	\$48,930	\$49,180
5	\$45,440	\$47,740	\$48,490	\$48,990	\$49,240	\$49,490	\$49,740
6	\$46,000	\$48,300	\$49,050	\$49,550	\$49,800	\$50,050	\$50,300
7	\$46,560	\$48,860	\$49,610	\$50,110	\$50,360	\$50,610	\$50,860
8	\$47,120	\$49,420	\$50,170	\$50,670	\$50,920	\$51,170	\$51,420
9	\$47,680	\$49,980	\$50,730	\$51,230	\$51,480	\$51,730	\$51,980
10	\$48,240	\$50,540	\$51,290	\$51,790	\$52,040	\$52,290	\$52,540
11	\$48,800	\$51,100	\$51,850	\$52,350	\$52,600	\$52,850	\$53,100
12	\$49,806	\$52,106	\$52,856	\$53,356	\$53,606	\$53,856	\$54,106
13	\$51,456	\$53,756	\$54,506	\$55,006	\$55,256	\$55,506	\$55,756
14	\$53,825	\$57,151	\$57,924	\$60,422	\$60,959	\$61,501	\$62,048
15	\$55,640	\$59,246	\$60,009	\$62,237	\$62,774	\$63,316	\$63,863
16	\$57,255	\$60,581	\$61,354	\$63,852	\$64,389	\$64,931	\$65,478
17	\$58,470	\$61,796	\$62,569	\$65,067	\$65,604	\$66,146	\$66,693
18	\$59,685	\$63,011	\$63,784	\$66,282	\$66,819	\$67,361	\$67,908
19	\$60,900	\$64,226	\$64,999	\$67,497	\$68,034	\$68,576	\$69,123
20	\$62,115	\$65,441	\$66,214	\$68,712	\$69,249	\$69,791	\$70,338
21	\$63,430	\$66,756	\$67,529	\$70,027	\$70,564	\$71,106	\$71,653
22	\$64,645	\$67,971	\$68,744	\$71,242	\$71,779	\$72,321	\$72,868
23	\$65,860	\$69,186	\$69,959	\$72,457	\$72,994	\$73,536	\$74,083
24	\$67,075	\$70,401	\$71,174	\$73,672	\$74,209	\$74,751	\$75,298
25	\$68,290	\$71,616	\$72,389	\$74,887	\$75,424	\$75,966	\$76,513
26	\$69,605	\$72,931	\$73,704	\$76,202	\$76,739	\$77,281	\$77,828
27	\$70,720	\$74,046	\$74,819	\$77,317	\$77,854	\$78,396	\$78,943
28	\$71,935	\$75,261	\$76,034	\$78,532	\$79,069	\$79,611	\$80,158
29	\$73,150	\$76,476	\$77,249	\$79,747	\$80,284	\$80,826	\$81,373
30	\$74,365	\$77,691	\$78,464	\$80,962	\$81,499	\$82,041	\$83,088

Anyone who is off step shall receive a \$2,200 increase to their base salary effective September 1.

APPENDIX A - TEACHER SALARY (continued)

2022-2023

Step	Base •	Base+35	Base+50	Base+60	Base+70	Base+80	Base+90
1	\$ 44,575	\$ 46,875	\$ 47,625	\$ 48,125	\$ 48,375	\$ 48,625	\$ 48,875
2	\$ 45,135	\$ 47,435	\$ 48,185	\$ 48,685	\$ 48,935	\$ 49,185	\$ 49,435
3	\$ 45,695	\$ 47,995	\$ 48,745	\$ 49,245	\$ 49,495	\$ 49,745	\$ 49,995
4	\$ 46,255	\$ 48,555	\$ 49,305	\$ 49,805	\$ 50,055	\$ 50,305	\$ 50,555
5	\$ 46,815	\$ 49,115	\$ 49,865	\$ 50,365	\$ 50,615	\$ 50,865	\$ 51,115
6	\$ 47,375	\$ 49,675	\$ 50,425	\$ 50,925	\$ 51,175	\$ 51,425	\$ 51,675
7	\$ 47,935	\$ 50,235	\$ 50,985	\$ 51,485	\$ 51,735	\$ 51,985	\$ 52,235
8	\$ 48,495	\$ 50,795	\$ 51,545	\$ 52,045	\$ 52,295	\$ 52,545	\$ 52,795
9	\$ 49,055	\$ 51,355	\$ 52,105	\$ 52,605	\$ 52,855	\$ 53,105	\$ 53,355
10	\$ 49,615	\$ 51,915	\$ 52,665	\$ 53,165	\$ 53,415	\$ 53,665	\$ 53,915
11	\$ 50,175	\$ 52,475	\$ 53,225	\$ 53,725	\$ 53,975	\$ 54,225	\$ 54,475
12	\$ 51,181	\$ 53,481	\$ 54,231	\$ 54,731	\$ 54,981	\$ 55,231	\$ 55,481
13	\$ 52,831	\$ 55,131	\$ 55,881	\$ 56,381	\$ 56,631	\$ 56,881	\$ 57,131
14	\$ 55,800	\$ 59,126	\$ 59,899	\$ 62,397	\$ 62,934	\$ 63,476	\$ 64,023
15	\$ 57,015	\$ 60,621	\$ 61,384	\$ 63,612	\$ 64,149	\$ 64,691	\$ 65,238
16	\$ 58,855	\$ 62,181	\$ 62,954	\$ 65,452	\$ 65,989	\$ 66,531	\$ 67,078
17	\$ 60,070	\$ 63,396	\$ 64,169	\$ 66,667	\$ 67,204	\$ 67,746	\$ 68,293
18	\$ 61,285	\$ 64,611	\$ 65,384	\$ 67,882	\$ 68,419	\$ 68,961	\$ 69,508
19	\$ 62,500	\$ 65,826	\$ 66,599	\$ 69,097	\$ 69,634	\$ 70,176	\$ 70,723
20	\$ 63,715	\$ 67,041	\$ 67,814	\$ 70,312	\$ 70,849	\$ 71,391	\$ 71,938
21	\$ 65,280	\$ 68,606	\$ 69,379	\$ 71,877	\$ 72,414	\$ 72,956	\$ 73,503
22	\$ 66,495	\$ 69,821	\$ 70,594	\$ 73,092	\$ 73,629	\$ 74,171	\$ 74,718
23	\$ 67,710	\$ 71,036	\$ 71,809	\$ 74,307	\$ 74,844	\$ 75,386	\$ 75,933
24	\$ 68,925	\$ 72,251	\$ 73,024	\$ 75,522	\$ 76,059	\$ 76,601	\$ 77,148
25	\$ 70,140	\$ 73,466	\$ 74,239	\$ 76,737	\$ 77,274	\$ 77,816	\$ 78,363
26	\$ 71,355	\$ 74,681	\$ 75,454	\$ 77,952	\$ 78,489	\$ 79,031	\$ 79,578
27	\$ 72,570	\$ 75,896	\$ 76,669	\$ 79,167	\$ 79,704	\$ 80,246	\$ 80,793
28	\$ 73,785	\$ 77,111	\$ 77,884	\$ 80,382	\$ 80,919	\$ 81,461	\$ 82,008
29	\$ 75,000	\$ 78,326	\$ 79,099	\$ 81,597	\$ 82,134	\$ 82,676	\$ 83,223
30	\$ 76,215	\$ 79,541	\$ 80,314	\$ 82,812	\$ 83,349	\$ 83,891	\$ 84,938

Anyone who is off step shall receive a \$2,200 increase to their base salary effective September 1.

APPENDIX A - TEACHER SALARY (continued)

2023-2024

Step	Base •	Base+35	Base+50	Base+60	Base+70	Base+80	Base+90
1	\$45,575	\$47,875	\$48,625	\$49,125	\$49,375	\$49,625	\$49,875
2	\$46,135	\$48,435	\$49,185	\$49,685	\$49,935	\$50,185	\$50,435
3	\$46,695	\$48,995	\$49,745	\$50,245	\$50,495	\$50,745	\$50,995
4	\$47,255	\$49,555	\$50,305	\$50,805	\$51,055	\$51,305	\$51,555
5	\$47,815	\$50,115	\$50,865	\$51,365	\$51,615	\$51,865	\$52,115
6	\$48,375	\$50,675	\$51,425	\$51,925	\$52,175	\$52,425	\$52,675
7	\$48,935	\$51,235	\$51,985	\$52,485	\$52,735	\$52,985	\$53,235
8	\$49,495	\$51,795	\$52,545	\$53,045	\$53,295	\$53,545	\$53,795
9	\$50,055	\$52,355	\$53,105	\$53,605	\$53,855	\$54,105	\$54,355
10	\$50,615	\$52,915	\$53,665	\$54,165	\$54,415	\$54,665	\$54,915
11	\$51,175	\$53,475	\$54,225	\$54,725	\$54,975	\$55,225	\$55,475
12	\$52,181	\$54,481	\$55,231	\$55,731	\$55,981	\$56,231	\$56,481
13	\$53,831	\$56,131	\$56,881	\$57,381	\$57,631	\$57,881	\$58,131
14	\$56,800	\$60,126	\$60,899	\$63,397	\$63,934	\$64,476	\$65,023
15	\$58,015	\$61,621	\$62,384	\$64,612	\$65,149	\$65,691	\$66,238
16	\$60,255	\$63,581	\$64,354	\$66,852	\$67,389	\$67,931	\$68,478
17	\$61,470	\$64,796	\$65,569	\$68,067	\$68,604	\$69,146	\$69,693
18	\$62,685	\$66,011	\$66,784	\$69,282	\$69,819	\$70,361	\$70,908
19	\$63,900	\$67,226	\$67,999	\$70,497	\$71,034	\$71,576	\$72,123
20	\$65,115	\$68,441	\$69,214	\$71,712	\$72,249	\$72,791	\$73,338
21	\$66,780	\$70,106	\$70,879	\$73,377	\$73,914	\$74,456	\$75,003
22	\$67,995	\$71,321	\$72,094	\$74,592	\$75,129	\$75,671	\$76,218
23	\$69,210	\$72,536	\$73,309	\$75,807	\$76,344	\$76,886	\$77,433
24	\$70,425	\$73,751	\$74,524	\$77,022	\$77,559	\$78,101	\$78,648
25	\$71,640	\$74,966	\$75,739	\$78,237	\$78,774	\$79,316	\$79,863
26	\$72,855	\$76,181	\$76,954	\$79,452	\$79,989	\$80,531	\$81,078
27	\$74,070	\$77,396	\$78,169	\$80,667	\$81,204	\$81,746	\$82,293
28	\$75,285	\$78,611	\$79,384	\$81,882	\$82,419	\$82,961	\$83,508
29	\$76,500	\$79,826	\$80,599	\$83,097	\$83,634	\$84,176	\$84,723
30	\$77,715	\$81,041	\$81,814	\$84,312	\$84,849	\$85,391	\$86,438

Anyone who is off step shall receive a \$2,200 increase to their base salary effective September 1.

APPENDIX B-TEACHING ASSISTANT SALARY SCHEDULE

2021-2022

Step	I	II	III	PP
1	\$23,760	\$24,260	\$25,360	\$25,810
2	\$24,068	\$24,568	\$25,668	\$26,118
3	\$24,376	\$24,876	\$25,976	\$26,426
4	\$24,684	\$25,184	\$26,284	\$26,734
5	\$24,992	\$25,492	\$26,592	\$27,042
6	\$25,300	\$25,800	\$26,900	\$27,350
7	\$25,608	\$26,108	\$27,208	\$27,658
8	\$25,916	\$26,416	\$27,516	\$27,966
9	\$26,224	\$26,724	\$27,824	\$28,274
10	\$26,532	\$27,032	\$28,132	\$28,582
11	\$26,840	\$27,340	\$28,440	\$28,890
12	\$27,393	\$27,893	\$28,993	\$29,443
13	\$28,301	\$28,801	\$29,901	\$30,351
14	\$29,604	\$30,104	\$31,774	\$32,774
15	\$31,158	\$31,508	\$33,508	\$34,508
16	\$32,063	\$32,413	\$34,413	\$35,413
17	\$32,743	\$33,093	\$35,093	\$36,093
18	\$33,424	\$33,774	\$35,774	\$36,774
19	\$34,104	\$34,454	\$36,454	\$37,454
20	\$34,784	\$35,134	\$37,134	\$38,134
21	\$35,521	\$35,871	\$37,871	\$38,871
22	\$36,201	\$36,551	\$38,551	\$39,551
23	\$36,882	\$37,232	\$39,232	\$40,232
24	\$37,562	\$37,912	\$39,912	\$40,912
25	\$38,242	\$38,592	\$40,592	\$41,592
26	\$38,979	\$39,329	\$41,329	\$42,329
27	\$39,603	\$39,953	\$41,953	\$42,953
28	\$40,284	\$40,634	\$42,634	\$43,634
29	\$40,964	\$41,314	\$43,314	\$44,314
30	\$41,644	\$41,994	\$43,994	\$44,994

Level one salary is calculated at 55% of the Teacher Salary base pay.

Anyone who is off step shall receive an \$1,210 increase to their base salary effective September 1.

APPENDIX B-TEACHING ASSISTANT SALARY SCHEDULE

2022-2023

Step	I	II	III	PP
1	\$24,516	\$25,016	\$26,116	\$26,566
2	\$24,824	\$25,324	\$26,424	\$26,874
3	\$25,132	\$25,632	\$26,732	\$27,182
4	\$25,440	\$25,940	\$27,040	\$27,490
5	\$25,748	\$26,248	\$27,348	\$27,798
6	\$26,056	\$26,556	\$27,656	\$28,106
7	\$26,364	\$26,864	\$27,964	\$28,414
8	\$26,672	\$27,172	\$28,272	\$28,722
9	\$26,980	\$27,480	\$28,580	\$29,030
10	\$27,288	\$27,788	\$28,888	\$29,338
11	\$27,596	\$28,096	\$29,196	\$29,646
12	\$28,150	\$28,650	\$29,750	\$30,200
13	\$29,057	\$29,557	\$30,657	\$31,107
14	\$30,690	\$31,190	\$33,290	\$32,774
15	\$31,928	\$32,278	\$34,278	\$35,278
16	\$32,959	\$33,309	\$35,309	\$36,309
17	\$33,639	\$33,989	\$35,989	\$36,989
18	\$34,320	\$34,670	\$36,670	\$37,670
19	\$35,000	\$35,350	\$37,350	\$38,350
20	\$35,680	\$36,030	\$38,030	\$39,030
21	\$36,557	\$36,907	\$38,907	\$39,907
22	\$37,237	\$37,587	\$39,587	\$40,587
23	\$37,918	\$38,268	\$40,268	\$41,268
24	\$38,598	\$38,948	\$40,948	\$41,948
25	\$39,278	\$39,628	\$41,628	\$42,628
26	\$39,959	\$40,309	\$42,309	\$43,309
27	\$40,639	\$40,989	\$42,989	\$43,989
28	\$41,320	\$41,670	\$43,670	\$44,670
29	\$42,000	\$42,350	\$44,350	\$45,350
30	\$42,680	\$43,030	\$45,030	\$46,030

Level one salary is calculated at 55% of the Teacher Salary base pay.

Anyone who is off step shall receive an \$1,210 increase to their base salary effective September 1.

APPENDIX B-TEACHING ASSISTANT SALARY SCHEDULE

2023-2024

Step	I	II	III	PP
1	\$25,066	\$25,566	\$26,666	\$27,116
2	\$25,374	\$25,874	\$26,974	\$27,424
3	\$25,682	\$26,182	\$27,282	\$27,732
4	\$25,990	\$26,490	\$27,590	\$28,040
5	\$26,298	\$26,798	\$27,898	\$28,348
6	\$26,606	\$27,106	\$28,206	\$28,656
7	\$26,914	\$27,414	\$28,514	\$28,964
8	\$27,222	\$27,722	\$28,822	\$29,272
9	\$27,530	\$28,030	\$29,130	\$29,580
10	\$27,838	\$28,338	\$29,438	\$29,888
11	\$28,146	\$28,646	\$29,746	\$30,196
12	\$28,700	\$29,200	\$30,300	\$30,750
13	\$29,607	\$30,107	\$31,207	\$31,657
14	\$31,240	\$31,740	\$32,840	\$33,290
15	\$32,488	\$32,838	\$34,838	\$35,838
16	\$33,743	\$34,093	\$36,093	\$37,093
17	\$34,423	\$34,773	\$36,773	\$37,773
18	\$35,104	\$35,454	\$37,454	\$38,454
19	\$35,784	\$36,134	\$38,134	\$39,134
20	\$36,464	\$36,814	\$38,814	\$39,814
21	\$37,397	\$37,747	\$39,747	\$40,747
22	\$38,077	\$38,427	\$40,427	\$41,427
23	\$38,758	\$39,108	\$41,108	\$42,108
24	\$39,438	\$39,788	\$41,788	\$42,788
25	\$40,118	\$40,468	\$42,468	\$43,468
26	\$40,799	\$41,149	\$43,149	\$44,149
27	\$41,479	\$41,829	\$43,829	\$44,829
28	\$42,160	\$42,510	\$44,510	\$45,510
29	\$42,840	\$43,190	\$45,190	\$46,190
30	\$43,520	\$43,870	\$45,870	\$46,870

Level one salary is calculated at 55% of the Teacher Salary base pay.

Anyone who is off step shall receive an \$1,210 increase to their base salary effective September 1.

APPENDIX C

**ADMINISTRATIVE OPTION
EVALUATION AND IMPROVEMENT GROWTH PLAN**

The process of evaluation and supervision builds on personal goals for professional development as they pertain to the Elmira City School District Mission Statement, *Every Student Succeeds*.

Name: _____
School: _____
Assignment: _____

Evaluator of Record: _____
School: _____

- Probationary
 Tenured

Pre-Conference: _____ Date: _____
Observation: _____ Date: _____
Duration of Observation: _____ Time: _____
Post-Conference: _____ Date: _____

Objective of Observation Period

Evaluator shall place an "X" on the assessment chosen for each skill.	
Commendable	Thoroughly demonstrated an understanding of the concepts underlying the components.
Proficient	Demonstrated an understanding of the concepts underlying the components.
Improvement Required	Appeared to demonstrate an understanding of the concepts underlying the components and attempts to implement their elements, but implementation is sporadic, intermittent, or otherwise not entirely successful.
Unsatisfactory	Did not demonstrate an understanding of many of the concepts underlying the components

APPENDIX C (continued)

Planning and Preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Demonstrated knowledge of content and pedagogy b. Demonstrated knowledge of students and/or others c. Selected instructional goals d. Demonstrated knowledge of resources e. Designed coherent instruction/activity f. Assessed student learning/understanding	C O M M E N D A B L E	P R O F I C I E N T	I M P R O V E M E N T R E Q U I R E D	U N S A T I S F A C T O R Y
Narrative				
Click here to enter text.				

Instruction or Interaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Communicated clearly and accurately b. Used questioning and discussion techniques c. Engaged students and/or others d. Provided feedback e. Demonstrated flexibility and responsiveness	C O M M E N D A B L E	P R O F I C I E N T	I M P R O V E M E N T R E Q U I R E D	U N S A T I S F A C T O R Y
Narrative				
Click here to enter text.				

APPENDIX C (continued)

Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Created an environment of respect and rapport b. Established a culture to facilitate success c. Managed procedures d. Monitored behavior e. Utilized space	C O M M E N D A B L E	P R O F I C I E N T	I M P R O V E M E N T R E Q U I R E D	U N S A T I S F A C T O R Y
Narrative				
Click here to enter text.				

Evaluator's Comments
Click here to enter text.

Areas for Consideration
Click here to enter text.

APPENDIX C (continued)

Improvement Plan Created in Collaboration with Unit Member and Evaluator

Click here to enter text.

Unit Member's Statement: I acknowledge that I have seen the above evaluation. I understand that my signature does not necessarily mean that I agree with this evaluation, but that I acknowledge receipt of my copy.

Unit Member's Response

Click here to enter text.

Signatures

Evaluator's Signature

Date

Unit Member's Signature

Date

APPENDIX C (continued)

ELMIRA CITY SCHOOL DISTRICT



TEACHING ASSISTANT EVALUATION

TEACHING ASSISTANT: _____

TENURED: _____

EVALUATOR OF RECORD: _____

NON-TENURED: _____

POSITION/PLACEMENT: _____

OBSERVATION DATE: _____

Teaching assistants shall be evaluated one time during the year before June 1st.

Not to replace the Peer Partnering Self-directed Option 9.32 (p. 57) in the contract.

Please check appropriate box

**** Comments Required**

General Responsibilities	N/A	Exceeding Performance Standards	Meeting Performance Standards	Developing Skills to Meet Performance Standards**	Not Meeting Performance Standards**
Employee maintains effective relationships with fellow employees					
Employee accepts direction and suggestions in the performance of assigned tasks					
Employee demonstrates the skill, knowledge and judgement necessary for the performance of assigned tasks					
Employee uses initiative in the organization and timely completion of tasks					
Employee implements instruction of students following teacher plans					
Employee assists in the management of student behavior					
Employee recognizes and respects confidential situations					
Overall Evaluation					
Comments:					

APPENDIX C (continued)

Please check appropriate box

**** Comments Required**

Support for Students	N/A	Exceeding Performance Standards	Meeting Performance Standards	Developing Skills to Meet Performance Standards**	Not Meeting Performance Standards**
Supervise and provide particular support for pupils, including those with special needs, ensuring their safety and access to learning					
Assist with implementation of Individual Accommodation & Support Plan (IEP – 504)					
Establish constructive relationships with pupils and interact with them according to individual needs					
Promote the inclusion and acceptance of all pupils					
Encourage pupils to interact with others and engage in activities led by the teacher					
Encourage students to meet expectations while promoting self-esteem and independence					
Provide feedback to pupils in relation to progress and achievement under guidance of the teacher					
Overall Evaluation					
Comments:					

APPENDIX C (continued)

Please check appropriate box

**** Comments Required**

Support for Teachers where Applicable	N/A	Exceeding Performance Standards	Meeting Performance Standards	Developing Skills to Meet Performance Standards**	Not Meeting Performance Standards**
Create and maintain a purposeful, orderly and supportive environment, in accordance with lesson plans and assist with the display of student's work					
Use strategies to support pupils to achieve learning goals in curriculum					
Monitor student's responses to learning activities and accurately record achievement/progress as directed					
Provide detailed and regular feedback to teachers on pupils achievement, progress, problems, etc. as requested					
Promote good student behavior, dealing promptly with conflict and incidents in line with established policy and encourage pupils to take responsibility for their own behavior					
Administer routine tests and assessments and undertake routine marking of student work as directed					
Assist in the preparation of classroom resources as needed for daily instruction					
Overall Evaluation					
Comments:					

APPENDIX C (continued)

Please check appropriate box

**** Comments Required**

Support for Curriculum	N/A	Exceeding Performance Standards	Meeting Performance Standards	Developing Skills to Meet Performance Standards**	Not Meeting Performance Standards**
Present and monitor agreed learning activities and programs, adjusting activities according to student responses					
Support the use of technology in learning activities and develop student competence and independence in its use					
Overall Evaluation					
Comments:					

Please check appropriate box

**** Comments Required**

Support for the School	N/A	Exceeding Performance Standards	Meeting Performance Standards	Developing Skills to Meet Performance Standards**	Not Meeting Performance Standards**
Be aware of and comply with policies and procedures relating to child protection, health, safety and security, confidentiality and data protection, reporting all concerns to an appropriate person					
Contribute to the overall culture, climate and goals of the school					
Attend and participate in relevant meetings as required					

Participate in training and other learning activities and performance development as required					
Assist with the supervision of pupils out of lesson times and at lunchtime, as directed					
Accompany teaching staff and pupils on visits, trips and out of school activities as required and take responsibility for a group under the supervision of the teacher					
Overall Evaluation					
Comments:					

General Comments:

Efforts and Improvements:

Personal and Professional Goals for Next School Year (May be Attached):

Employee Comments:

I have read and received a copy of this document. Signing does not necessarily signify agreement and does not preclude further steps including the right to have an additional written reply attached to this document.

Teaching Assistant: _____ Date: _____

Building Administrator: _____ Date: _____

APPENDIX D

**PPO-1
PEER PARTNERING OPTION
TENURED PEER PARTNERING FORM**

The process of evaluation and supervision builds on personal goals for professional development as they pertain to the Elmira City School District Mission Statement, *Every Student Succeeds*.

School Year: _____
Name: _____
Building: _____
Department: _____ Grade Level: _____

Goal(s) will support the following area(s) (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> a. Content/Knowledge | <input type="checkbox"/> f. Student Assessment |
| <input type="checkbox"/> b. Preparation | <input type="checkbox"/> g. Collaboration |
| <input type="checkbox"/> c. Instructional Delivery | <input type="checkbox"/> h. Reflective and Responsive Practice |
| <input type="checkbox"/> d. Classroom Management | <input type="checkbox"/> i. Other: _____ |
| <input type="checkbox"/> e. Student Development | |

Brief description of goal(s)

Click here to enter text.

The following two or more people have agreed to be peer partners for the above school year

Signature

Date

Signature

Date

Signature

Date

Signature

Evaluator of Record's Signature

Date

Copies to: Teacher
Evaluator of Record

APPENDIX E

**SDO-1
SELF-DIRECTED OPTION**

The process of evaluation and supervision builds on personal goals for professional development as they pertain to the Elmira City School District Mission Statement, *Every Student Succeeds*.

School Year: _____
Name: _____
Building: _____
Department: _____ Grade Level: _____

Goal(s) will support the area(s) of: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> a. Content/Knowledge | <input type="checkbox"/> f. Student Assessment |
| <input type="checkbox"/> b. Preparation | <input type="checkbox"/> g. Collaboration |
| <input type="checkbox"/> c. Instructional Delivery | <input type="checkbox"/> h. Reflective and Responsive Practice |
| <input type="checkbox"/> d. Classroom Management | <input type="checkbox"/> i. Other: _____ |
| <input type="checkbox"/> e. Student Development | |

Activities or steps to be taken

Click here to enter text.

Signatures

_____ Evaluator of Record's Signature	_____ Date
_____ Unit Member's Signature	_____ Date

Copies to: Teacher
Evaluator of Record

APPENDIX F

**PPO/SDO-2
PEER PARTNERING or SELF-DIRECTED REFLECTION**

The process of evaluation and supervision builds on personal goals for professional development as they pertain to the Elmira City School District Mission Statement, *Every Student Succeeds*.

School Year: _____
Name: _____
Date of Report: _____
Option Selected: _____

In relationship to your goal(s), what professional learning have you identified, and how will it affect student achievement?
Click here to enter text.

Signatures

_____ Evaluator of Record's Signature	_____ Date
_____ Unit Member's Signature	_____ Date

Copies to: Teacher
Evaluator of Record
Personnel File

APPENDIX G

PERSONAL PROFESSIONAL DEVELOPMENT FORM

Personal PDP focuses on predetermined goals to advance teaching and learning, provides choice and flexibility based upon individual goals and needs and is driven by data and best practices to enhance teaching and learning, and Board of Education goals.

School Year: _____
 Name: _____
 Building: _____
 Department: _____ Grade Level: _____

Brief description of my goal(s)
Click here to enter text.

My goal(s) will support the following area(s) (check all that apply)
<input type="checkbox"/> a. Content/Knowledge <input type="checkbox"/> b. Preparation <input type="checkbox"/> c. Instructional Delivery <input type="checkbox"/> d. Classroom Management <input type="checkbox"/> e. Student Development <input type="checkbox"/> f. Student Assessment <input type="checkbox"/> g. Collaboration <input type="checkbox"/> h. Reflective and Responsive Practice <input type="checkbox"/> i. Other: _____

Personal professional learning experiences	Date	Number of Clock Hours
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

APPENDIX G (continued)

In relationship to your goal(s), what professional learning have you identified, and how will/has it affect(ed) student achievement?

Click here to enter text.

Signature

Unit Member's Signature

Date

APPENDIX H

PERSONAL PDP PROCEDURES

ETA Member Responsibilities	Administrator Responsibilities
<p>Submit a copy of Personal PDP form to his/her evaluator of record by September 15 each school year</p> <ul style="list-style-type: none"> ▪ If hours have been accrued and carried over to the next school year(s), a goal form must still be submitted 	<p>Collect a copy of Personal PDP form from each ETA member by September 15 each school year</p>
<p>Collaborate with his/her evaluator of record in regards to stated goal(s)</p> <ul style="list-style-type: none"> ▪ This collaboration can occur via meeting, submission of the form to the administrator of record, or any other appropriate means 	<p>Collaborate with ETA member in regards to his/her goal(s)</p> <ul style="list-style-type: none"> ▪ This collaboration can occur via meeting, collection of the form from the ETA member, or any other appropriate means
<p>From July 1 – June 30, log each professional learning experience that pertains to the stated goal(s) & other personal learning experiences</p> <ul style="list-style-type: none"> ▪ This will include the date completed and the number of clock hours 	
<p>Share with his/her evaluator of record any amendments to the stated goal(s)</p>	<p>Discuss any amendments to the ETA member's goal(s)</p>
<p>Sign and date the Personal PDP form at the end of each year</p> <ul style="list-style-type: none"> ▪ This may occur at the end of the year evaluation meeting with his/her evaluator of record or at another mutually agreed upon time 	<p>Discuss the progress/completion of ETA member's goal(s) when meeting for his/her end of the year evaluation or at another mutually agreed upon time</p>
<p>The Personal PDP form will be attached to the end of the year evaluation form</p>	<p>Attach Personal PDP form to the end of the year evaluation or forward to personnel</p>

APPENDIX J

**GRIEVANCE LEVEL 1
ORIGINAL GRIEVANCE**

The following grievance is submitted in accordance with the current Agreement between the Elmira City School District and the Elmira Teachers Association.

Specify in detail the particular alleged violation, with a complete statement of the facts supporting the charge including names, dates, times, places, etc. Use additional sheets if necessary.

To: _____ ETA Number: _____

Article of Contract Violated
Click here to enter text.

Statement of Dispute
Click here to enter text.

Remedy Sought
Click here to enter text.

Signature

Signature

Date

Attachments:

- Copies to: Supervisor
Superintendent of Schools
Personnel Administrator
Association Grievance Chairperson
Association President
Person or office against which grievance is directed

APPENDIX K

**GRIEVANCE LEVEL 1 & LEVEL 2
RESPONSE**

Level: _____ ETA Number: _____

In accordance with the Agreement between the Elmira City School District and the Elmira Teachers Association, the following decision has been reached on a grievance submitted in writing on:

Date: _____ By: _____

Decision (if the grievance is rejected, the statement will include reasons for the rejection)

Click here to enter text.

Signature

Hearing Officer's Signature

Date

- Copies to:
- Grievant (two copies)
 - Superintendent of Schools
 - Personnel Administrator
 - Association President
 - Association Grievance Chairperson
 - Person(s) against whom grievance is directed

APPENDIX L
GRIEVANCE LEVEL 1
APPEAL

ETA Number: _____

In accordance with the Agreement between the Elmira City School District and the Elmira Teachers Association, the undersigned grievant appeals the decision reached at:

Level _____ on _____
which was received by the grievant on _____
and asks that the grievance be submitted to Level _____ forthwith.

Attachments: Copy of original grievance
Copy of decision being appealed
Applicable supporting documents or statements not supplied in original grievance

Copies to: Supervisor
Superintendent of Schools
Personnel Administrator
Association President
Association Grievance Chairperson
Hearing Officer of level being appealed
Hearing Officer of level to which appealed

APPENDIX M

IN-SERVICE/CONTINUING EDUCATION APPLICATION FORM

To: **Associate Superintendent**

Name: _____ Date: _____

School: _____

Present Status (*check one*):

- Bachelor's Degree
- Master's Degree
- Professional Diploma
- Doctorate Degree

Course Title: _____

Course Number: _____

College/University: _____

Level of Instruction (*check one*): Graduate Post-graduate

1. Describe how this course is related to the curriculum and your instructional assignment or degree requirements.

Click here to enter text.

2. Describe how your students will benefit from this course.

Click here to enter text.

3. If this course relates to a new curriculum, how do you propose to utilize the course information?

Click here to enter text.

Date Class Starts: _____

Date Class is Completed: _____

Number of Credit Hours for this Course: _____

Signature

APPROVED: Superintendent/Designee

Date

APPENDIX M (continued)

	Professional Development*	In-Service Credit*	Graduate Credit*
Remuneration	\$25/hour Not eligible during contractual school day	No pay 15 hours of in-service = 1 credit 2.12 eligible Moves you along pay scale	No pay Course credits 2.12 eligible
CTLE eligible	Counts towards 100hours /5 years	YES	YES
Requirement	Appendix M not required	Appendix M and course description should be provided thirty (30) days prior to Office of Curriculum and Instruction for approval. In situations where approval cannot be 30 days prior to, a designee can approve Members must pay for in-service courses on their own in some form, if payment is required. (e.g. union dues)** Completed outside contractual work hours	Appendix M needs to be completed and sent to Office of curriculum and instruction for approval. Certificate of competition must be submitted to administrative services to receive credit
Documentation	Must sign in on district attendance or BOCES attendance record to receive remuneration.	Certificate of competition must be submitted to administrative services to receive credit	Official college transcript must be submitted to administrative services for approval
Examples	BOCES workshop SIP Model Schools Teacher Center District PD (summer, afterschool)	NYSUT Online (CTLE) Webinars Workshops Conferences NYSSED/NYSPHSAA required courses	College courses Accredited online courses

*Master Teacher not eligible

** District paid for conferences and workshops are eligible for "record of participation" credit.

APPENDIX N
REQUEST PLAN

- | | | |
|--|---|-------|
| <input type="checkbox"/> Staff Development | <input type="checkbox"/> District | |
| <input type="checkbox"/> Program Development | <input type="checkbox"/> School(s) | _____ |
| | <input type="checkbox"/> Grade(s)/Department(s) | _____ |
| | <input type="checkbox"/> Individual | _____ |

Title: _____
 Intent: _____
 Coordinator: _____
 Responsible Administrator: _____
 Presenter: _____
 Participants (subject[s], grade[s]): _____
 Projected Dates and Times: _____
 Contact Hours: _____
 Facility Use (building[s], room[s]): _____

Budget Costs:			
To be Completed by Staff Development Office	In-service Credit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	In-service Pay	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Instructional Rate:	\$	_____
	Non-instructional Rate:	\$	_____

Presenter: _____	Budget Code: _____
Participant(s) Stipend(s): _____	Budget Code: _____
Materials: _____	Budget Code: _____
Other (please specify): _____	Budget Code: _____
Substitute Teacher(s): _____	Budget Code: _____
Participant(s) Requesting In-service: _____	No Budget Required

Authorization Route:	
Your Signature: _____	Date: _____
Principal: _____	Date: _____
Supervisor: _____	Date: _____
Supervisor: _____	Date: _____
Grant Writer / Administrator: _____	Date: _____
Associate Superintendent: _____	Date: _____

Attachment: **Written plan for Staff Development or Program Development MUST be attached.**

White: Staff Development Office
 Yellow: Grants Office
 Pink: Principal/Supervisor
 Goldenrod: Individual/Coordinator

APPENDIX O
FORM 491.04
PROFESSIONAL VISITATION
(DAY FOR WHICH REIMBURSEMENT OF EXPENSES IS EXPECTED)

Your Name: _____
Your School: _____
Your Assignment: _____
Today's Date: _____

To Visit

Name of Teacher: _____
School District: _____
City / State / Zip: _____
School Building: _____
Phone: _____
Grade / Assignment: _____
Date of Proposed Visit: _____

Purpose / Goals of Visit: Click here to enter text.

Substitute Arrangements

Do you need a substitute (check one): Yes No
You will need to make proper arrangements for a substitute by calling the teacher registry at 607-795-5330.

Request Routing
This request should be routed through the following for approval

Your Signature: _____
Principal/Supervisor: _____
Supervisor: _____
Supervisor: _____
Superintendent / Designee: _____

Professional Visitation Leave

Approval to attend will be at the discretion of the Superintendent/Designee. This form will be available from the Building Principal. A written report of the meeting may be required by the Superintendent within ten (10) days of the employee's return to duty.

White: Personnel
Yellow: Central Office Administration
Pink: Principal/Supervisor
Goldenrod: Employee

APPENDIX P
TRANSFER REQUEST FORM

Forward To: **District Personnel Office**
Attention: **Personnel Administrator**

Name (Please print): _____
Last Name First Name

Current Assignment: _____
School Subject Matter Area Grade level

Preferred Assignment

Preferred assignment for September of _____ Year: _____

1. _____
School Subject Matter Area Grade Level
2. _____
School Subject Matter Area Grade Level
3. _____
School Subject Matter Area Grade Level

Comments

Click here to enter text.

Summer Contact Information

Summer Address _____
Summer Telephone: _____

Dates Available for Summer _____
Contact or Consultation: _____

Signature

Unit Member's Signature Date

APPENDIX Q

**NOTICE OF DETERMINATION DISCIPLINE/DISCHARGE
BROUGHT BY SUPERINTENDENT OF ELMIRA CITY SCHOOL DISTRICT**

To

Name: _____
Address: _____
City / State / Zip _____

Please be advised that, as Superintendent of the Elmira City School District, I have found there is probable cause for the following charge to be proffered against you.

Charges in Detail (include supporting specifications)

Click here to enter text.

Penalty Sought

Click here to enter text.

Within ten (10) working days of receipt of these charges you must mail to the Clerk of the Board, by certified, return receipt requested mail either the enclosed Notice for Arbitration Hearing or Waiver of Arbitration Hearing form. Should you fail to so mail the Notice of Arbitration Hearing or Waiver of Arbitration Hearing form within the ten (10) working day time limit specified, herein, the charges will be sustained and the Board of Education may thereafter move to impose the penalty sought.

Signature

Superintendent's Signature

Date of Notice

Attachment: Copy of Article _____
Enclosures: Notice for Arbitration Hearing Form
Waiver of Demand for Arbitration Hearing Form

APPENDIX S

WAIVER OF ARBITRATION HEARING

To

Name: **Elmira City School District**
Attention: **Clerk of the Board**
Address: **951 Hoffman Street**
City / State / Zip **Elmira, New York 14905**

Waiver

I, _____, hereby waive my right to an arbitration hearing on the charges proffered against me, which charges were specified in the Superintendent's Notice of Discipline/Discharge, dated _____.

I understand the waiving of my rights to an arbitration hearing allows the Board of Education to Determine the case and fix a penalty or punishment.

Signature

Employee's Signature

Date Waiver Filed

Employee's Address

Copy to: Association President

APPENDIX T

**DEMAND FOR ARBITRATION
DISCIPLINE/DISCHARGE**

The following demand for arbitration is submitted in accordance with
Article _____
of the current Agreement between the Elmira City School District and the Elmira Teachers Association.

To

Name: _____
Address: _____
City / State / Zip _____

Nature of Dispute

Click here to enter text.

Remedy Sought

Click here to enter text.

Signature

Signature

Date

Copy to: Superintendent of Schools

APPENDIX U

COACHES PERFORMANCE EVALUATION

Coach: _____ Sport: _____
 Position: _____ Season: _____

Key	
1	Meets or exceeds district standards
2	Unsatisfactory
3	Needs Improvement

Pre-season Responsibilities		Key	Comments / Recommendations
1.	Attend all pre-season meetings		
2.	Turn in all paperwork in a timely manner		
3.	Review eligibility rules with students		
4.	Conduct parent/team meeting		
5.	Prepare equipment for season start		
6.	Check medical/parent permission cards and completed forms for eligibility rules		

In-season Responsibilities		Key	Comments / Recommendations
1.	Understand and follow all school, state and league rules, regulations and procedures		
2.	Knowledge of sport		
3.	Prepare and conduct appropriate and organized practices		
4.	Promote and model good sportsmanship/citizenship		
5.	Demonstrate good bench conduct during contents		
6.	Exhibit respectful conduct toward officials		
7.	Proper supervision of students		
8.	Coach – player interactions		
9.	Coach – staff interactions		
10.	Coach – parent interactions		
11.	Public relations (media) – reports all results		

Post-season Responsibilities		Key	Comments / Recommendations
1.	Complete coaches checklist, post-season report, year-end summary		
2.	Attend end of season league, section, school and athlete of the year meetings		

APPENDIX U (continued)

Summary

Click here to enter text.

Coach's Statement

I acknowledge that I have seen the above evaluation. I understand that my signature does not necessarily mean that I agree with this evaluation, but that I acknowledge receipt of my copy. The coach may submit his/her own written response to this evaluation, which will be delivered to the Athletic Director within five (5) school days of receiving this performance evaluation.

Signatures

Coach's Signature

Date

Athletic Director's Signature

Date

Copies to: Athletic File
 Coach
 Personnel File

APPENDIX V

DIRECT DEPOSIT ENROLLMENT FORM

To enroll for direct deposit, employees are to fill in the information requested in Section 1, then take or mail this form to the financial institution where their account is held. The financial institution will verify the information in Section 1 and complete Section 2. The completed form may be returned to the company identified In Section 1 by the employee or financial institution.

TYPE OF ENROLLMENT	<input type="checkbox"/> NEW <input type="checkbox"/> CHANGE <input type="checkbox"/> CANCEL
---------------------------	--

SECTION 1 (TO BE COMPLETED BY EMPLOYEE)	
--	--

EMPLOYEE NAME (LAST, FIRST, MI)	TYPE OF ACCOUNT (Check One) <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
ADDRESS	ACCOUNT NUMBER
CITY, STATE, ZIP	COMPANY NAME
TELEPHONE NUMBER (WORK)	
SOCIAL SECURITY NUMBER	COMPANY ADDRESS
EMPLOYEE ID	
I CERTIFY THAT I HAVE READ AND UNDERSTAND THE BACK OF THIS FORM, INCLUDING THE AUTHORIZATION FOR RECOVERY, IN SIGNING THIS FORM. I AUTHORIZE MY SALARY PAYMENT TO BE SENT TO THE FINANCIAL INSTITUTION NAMED BELOW TO BE DEPOSITED TO THE DESIGNATED ACCOUNT. I (WE) ACKNOWLEDGE THAT THE ORIGINATION OF ALL TRANSACTIONS TO MY ACCOUNT MUST COMPLY WITH THE PROVISIONS OF U.S. LAW.	
SIGNATURE	DATE

SECTION 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)	
---	--

NAME OF FINANCIAL INSTITUTION	9 DIGIT ROUTING NUMBER (ABA)
ADDRESS OF FINANCIAL INSTITUTION	ACCOUNT TITLE
	ACCOUNT NUMBER
FINANCIAL INSTITUTION CERTIFICATION: I CONFIRM THE INFORMATION OF THE ABOVE-NAMED EMPLOYEE, ACCOUNT NUMBER AND TITLE IS CORRECT.	
PRINT OR TYPE REPRESENTATIVE'S NAME	TELEPHONE NUMBER
REPRESENTATIVE'S SIGNATURE	DATE

APPENDIX V (continued)

Please read this carefully...

Authorization for Recover of Funds Deposited in Error

By signing this form, the employee consents to allow the company, only in the event of an overpayment to the employee's account and only through the financial institution, to debit the account in order to recover any salary to which the employee was not entitled, which was deposited to the account in error or by mistake

Cancellation

This agreement represented by this authorization remains In effect until canceled by the account holder. To cancel or change, the account holder must complete a new enrollment form with the appropriate box marked. A cancellation or change does not become effective until received and processed by the company.

Changing Financial Institutions

An account holder may change financial institutions by completing a new enrollment form with the CHANGE box indicated. All information will be verified by the new financial Institution. A change in financial institution will require at least a two (2) week period for processing of the transfer to the new account.

APPENDIX W

PERSONAL LEAVE REQUEST FORM

(ETA) Appendix U – Article 3.24 - Personal Leave

Employees are entitled to two days of personal leave per year with pay. The purpose of personal leave is to allow a teacher the opportunity of conducting business of a personal nature which s/he does not wish to reveal and which cannot be conveniently transacted at any other time. Further, personal leave may not be taken on either the work day immediately before or after a holiday or vacation period or in conjunction with other absence to extend a holiday or vacation. In extremely extenuating circumstances permission may be granted by the District upon receipt and review of such reasons.

(ISEA) Article 8 – Personal Leave

Employees are entitled to two days of personal leave per year with pay. In general, personal leave will be granted in connection with matters which cannot be taken care of outside of regular school hours for reasons of a serious enough nature as to cause undue inconvenience and/or hardship. Personal leave may not be used to extend vacation or for recreation, shopping or social activities.

(ESSAC) Article X – Personal Leave

All full-time administrative personnel shall receive two days of non-cumulative personal leave each year with pay. In general, personal leave will be granted in connection with matters which cannot be taken care of outside of regular school hours and for reasons of a serious enough nature as to cause undue inconvenience or hardship. Requests for such absence will be submitted by completing the personal leave request form except in case of emergency where advance notice cannot be given. Administrators need not specify the exact nature of the use of the personal leave day.

(CMCW) Article 7, 7.2 – Personal Leave

In general, personal leave will be granted for matters which cannot be taken care of outside regular school hours and for reasons of a serious enough nature as to cause undue inconvenience or hardship. Personal leave will not be granted for any day or part of a day immediately following a vacation day or holiday. An employee who wishes to take personal leave must complete a personal leave request form and submit it to his/her immediate supervisor, except in cases of emergency when advance notice cannot be given.

(CWA) Article VIII, 8.04 – Personal Leave

All employees may receive two days of non-accumulative personal leave per year with pay. Request for personal leave must be submitted on the personal leave from 48 hours in advance of the day being requested. The request shall be submitted to the Supervisor of Transportation. In cases of emergency, the 48 hour notice may be waived by the Supervisor of Transportation. In all cases, the work of the department shall take precedence.

Name of Employee: _____
Building/School: _____
Position: _____
Date(s) of Personal Leave _____

I am taking personal leave consistent with the conditions set forth above. (Any exception to the above-stated conditions for personal leave must be approved the by Director of Human Services.)

Signature

Employee's Signature Date

(For CWA and Exceptions to Above-Stated Conditions)

Signature

Approved Date

Copies to: Payroll (White), Immediate Supervisor/Director of Human Services (yellow), Employee (pink)
Revised: 11/01/99
FORM: 491.08

APPENDIX X



Vision Care Plan Benefit Description

Sponsored by, and administered on behalf of the employees of Elmira City School District

For information prior to enrolling visit Davis Vision's Website at: www.davisvision.com, or call 1-877-923-2847 (toll free) and enter client control code 7163.

Once enrolled, please visit Davis Vision's website: www.davisvision.com, or call 1-800-999-5431 with questions.

Elmira City School District is very pleased to provide this information about your vision care plan administered by Davis Vision, Inc., a leading national administrator of vision care programs. Eligibility for vision care benefits is determined by the same rules that apply to your health care benefits.

How do I receive services from a provider in the network?

- Call the network provider of your choice and schedule an appointment.
• Identify yourself as a Davis Vision plan participant and a Elmira City School District employee.
• Provide the office with the employee's ID number, name and date of birth.

It's that easy! The provider's office will verify your eligibility for services, and no claim forms or ID cards are required!

Who are the network providers?

They are licensed providers in both private practice and retail locations who are extensively reviewed and credentialed to ensure that stringent standards for quality service are maintained. Please access Davis Vision's website at www.davisvision.com and utilize the "Find a Doctor" feature, or call 1-800-999-5431 to access the Interactive Voice Response (IVR) Unit, which will supply you with the names and addresses of the network providers nearest you.

What about retail locations?

In order to provide our members with the greatest amount of flexibility and convenience, Davis Vision makes available a number of retail establishments to our provider network. Benefits at retail locations may vary slightly from other locations, as noted in this benefit description. However, your value is comparable.

What are the plan benefits, frequencies and costs? *

Table with 2 columns: Benefit Name and Frequency/Cost. Rows include EYE EXAMINATIONS (Every July 1), In-Network Co-payment (None), Out-of-Network (Reimbursed up to \$30.00), EYEGLASSES (Every July 1), and In-Network Co-payment (None).

You may choose from the Designer selection of frames from "The Collection" in most network provider offices. A \$130.00 credit, plus a 20% discount on any overage will be applied toward a network provider's own frame. Participants who seek services through a participating retail location will be given a \$130.00 allowance, plus a 20% discount on any overage will go toward the purchase of a frame. If you choose a frame with a price that exceeds the credit or allowance, you will be responsible for any balance. For more information on lenses, please see "What lenses/coatings are included?"

Out-of-Network Reimbursed up to \$30.00 for frames, up to \$25.00 for single vision lenses, up to \$35.00 for bifocals, up to \$45.00 for trifocals, or up to \$60.00 for lenticular (post-cataract) lenses.

Table with 2 columns: Benefit Name and Frequency/Cost. Row includes CONTACT LENSES (Every July 1) and In-Network Co-payment (None).

* Please note: Contact lenses can be worn by most people. Once the contact lens option is selected and the lenses are fitted, they may not be exchanged for eyeglasses. Routine eye examinations do not include professional services for contact lens evaluations. Any applicable fees are the responsibility of the patient. 1 Disposable contact lens wearers will receive four multi-packs of lenses. Planned replacement contact lens wearers will receive two multi-packs of lenses.

APPENDIX X (continued)

Standard, soft, daily-wear; disposable² or planned replacement¹ contact lenses may be selected in lieu of eyeglasses. A \$130.00 allowance, plus a 15% discount on any overage will be applied toward contact lenses from the provider's own supply. Employees who seek services through a participating retail location will also receive an allowance of \$130.00, plus a 15% discount on any overage will be applied toward the cost of contact lenses from the retail location's supply. Medically necessary contact lenses will be covered in full at all provider locations with prior approval.

Out-of-Network Reimbursed up to \$75.00
for elective contact lenses, or up to \$225.00 for medically necessary contact lenses with prior approval.

What lenses/coatings are included?

- Plastic or glass single vision, bifocal or trifocal lenses, in any prescription range.
- Post-cataract lenses.
- Oversize lenses.
- Fashion, sun or gradient tinted lenses.
- Polycarbonate lenses for monocular patients and patients with prescriptions +/- 6.00 diopters or greater.
- Standard progressive addition lenses.
- Photogrey Extra® (photosensitive) glass lenses.
- Glass-Grey #3 Prescription Sunglasses.
- Ultraviolet coating.
- Scratch-resistant coating.
- Polycarbonate lenses.
- Blended segment lenses.
- Intermediate vision lenses.

Are there any optional frames, lens types or coatings available?

Yes, you can pay* the low, discounted fixed fees indicated and receive these exciting optional items:

- \$25.00 for Premier frames from "The Collection".
- \$35.00 for Standard ARC (anti-reflective coating). Premium ARC is \$48.00. Ultra ARC is \$60.00.
- \$55.00 for high-index (thinner and lighter) lenses.
- \$75.00 for polarized lenses.
- \$65.00 for plastic photosensitive lenses.
- \$40.00 for Premium progressive addition lenses. +

+ *Progressive addition multifocals can be worn by most people. Conventional bifocals will be supplied at no additional cost for anyone who is unable to adapt to progressive addition lenses; however, the co-payment is not refundable.*

**Your provider reserves the right not to dispense materials until all applicable member costs, fees, and co-payments have been collected.*

When will I receive my eyewear?

Your eyewear will be delivered to your provider from the laboratory generally within two to five business days. More delivery time may be needed when out-of-stock frames, ARC (anti-reflective coating), specialized prescriptions or a participating provider's frame is selected.

What about out-of-network provider benefits?

You may receive services from an out-of-network provider, although you can receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement to:

Vision Care Processing Unit

P.O. Box 1525

Latham, NY 12110

Only one claim per service may be submitted for reimbursement each benefit cycle. To request claim forms, please visit the Davis Vision website at www.davisvision.com or call 1-800-999-5431.

May I use the benefit at different times?

You may "split" your benefits by receiving your eye examination and eyeglasses (or contact lenses) on different dates or through different provider locations, if desired. However, complete eyeglasses must be obtained at one time, from one provider. Continuity of care will best be maintained when all available services are obtained at one time from either a network or an out-of-network provider. To maximize your benefit value we recommend that all services be obtained from a network provider.

APPENDIX X (continued)

Information about Low Vision Services:

You are entitled to a comprehensive low vision evaluation once every five years and low vision aids up to the plan maximum. Up to four follow-up care visits will be covered during the five year period.

Information about Laser Vision Correction Services:

Davis Vision provides you with the opportunity to receive Laser Vision Correction Services at discounts of up to 25% off a participating providers normal charges, or 5% off any advertised special (please note that some providers have flat fees equivalent to these discounts). Please check the discount available to you with the participating provider. For more information, please visit us at www.davisvision.com or call 1-800-999-5431.

More special features:

- Free membership and access to a mail order replacement contact lens service, Lens 123, providing a fast and convenient way to purchase replacement contact lenses at significant savings. For more information, please call 1-800-LENS-123 (1-800-536-7123) or visit the Lens 123 website at www.Lens123.com.
- A one year unconditional breakage warranty is provided for all eyeglasses completely supplied through the Davis Vision collection.

Are there any exclusions?

The following items are not covered by this vision program:

- Medical treatment of eye disease or injury.
- Vision therapy.
- Special lens designs or coatings, other than those previously described.
- Replacement of lost eyewear.
- Non-prescription (plano) lenses.
- Contact lenses and eyeglasses in the same benefit cycle.
- Services not performed by licensed personnel.
- Two pairs of eyeglasses in lieu of a bifocal.

For more information, please visit Davis Vision's website at www.davisvision.com or call Davis Vision at 1-800-999-5431 to:

- Learn about the Davis Vision company.
- Find participating providers and where to access "The Collection" (which can also be viewed on-line).
- Verify eligibility for yourself.
- Print an enrollment confirmation from our website.
- Request an out-of-network provider reimbursement form.
- Speak with a Member Service Representative.
- Ask any questions about your Vision Care benefits.

Member Service Representatives are available:

- Monday through Friday, 8:00 AM to 11:00 PM, Eastern Time,
- Saturday, 9:00 AM to 4:00 PM, Eastern Time, and;
- Sunday, 12:00 PM to 4:00 PM, Eastern Time.

Participants who use a TTY (Teletypewriter) because of a hearing or speech disability may access TTY services by calling **1-800-523-2847**.

Your rights as a patient:

Davis Vision recognizes that all patients have specific rights, including, but not limited to:

- The right to complete information about their healthcare options and consequences.
- The right to participate in all treatment decisions.
- The right to dignity, privacy, confidentiality and non-discrimination.
- The right to complain or appeal any decision.

Patients also have the responsibility:

- To provide complete and accurate information.
- To follow care instructions.

For a complete copy of *Your Rights and Responsibilities As a Patient*, please visit Davis Vision's website at: www.davisvision.com or call

1-800-999-5431

APPENDIX Y

CO-CURRICULAR ACTIVITIES PERFORMANCE EVALUATION

Name of Stipend Holder: _____

Stipend Position: _____

Key	
1	Meets or exceeds district standards
2	Unsatisfactory
3	Needs Improvement
4	Not Applicable

NOTE: For the purposes of this evaluation, the word “activity” refers to stipend-recipients who work with students or who are receiving non-classified stipends. “Group” refers to stipend-recipients whose responsibilities are for and with fellow teachers, teacher assistants or other professionals in the bargaining unit.

Responsibilities	Key	Comments / Recommendations
1. Prepare materials for activity or group in advance of first meeting of the school year.		
2. Prepare for and facilitate meetings on a basis to be determined at the beginning of the school year at a meeting with supervisor.		
3. Submit required paperwork and reports to school administrators regarding activity or group.		
4. Review eligibility for student participants.		
5. Review and be aware of all school regulations and policies regarding student participation in activities.		
6. Review and be aware of all school policies and regulations, and contractual stipulations that pertain to the group.		
7. Communicate with parents and/or guardians of student participants about schedules, requirements and policies pertaining to the activity.		
8. Maintain professionalism with and on behalf of the group.		
9. Disseminate information that is pertinent to the activity or the group’s responsibilities.		

APPENDIX Y (continued)

Summary

Click here to enter text.

Stipend Holder Statement

I acknowledge that I have seen the above evaluation. I understand that my signature does not necessarily mean that I agree with this evaluation, but that I acknowledge receipt of my copy. The stipend holder may submit his/her own written response to this evaluation, which will be delivered to the Personnel Office within five (5) school days of receiving this performance evaluation.

Signatures

Stipend Holder's Signature

Date

Administrator's Signature

Date

Copies to: Personnel File

APPENDIX Z
Appendix A of PDP

Elmira City School District Teacher Mentoring Plan

In compliance with Part 100 of the Commissioner's Regulations, provisions for a mentoring program must be included in a District Professional Development Plan. The ECSD mentoring program includes many opportunities for new teachers to participate in training and learning experiences designed specifically for them. The goal of this mentoring program is to help teachers make the transition from teacher preparation to teacher practice by using the talents from within our own staff. By providing support and training, we will support teacher effectiveness, enabling them to be confident and successful in the classroom. Through a well-developed mentoring program and a strong professional development plan, the Elmira City School District will be able to train and maintain a highly-qualified faculty who are committed to improving student learning.

Why Mentoring?

Even champions need coaches.

Teachers greatly benefit from outstanding and committed mentors who serve as coaches. Schools that support mentor programs are committed to the success of all staff members.

Outcomes of effective mentor programs include:

- A successful and satisfied teaching force
- Greater retention of teachers in the profession
- Leadership opportunities for experienced teachers
- Increased student achievement

What are the qualities desired in mentors?

- Be recognized as an effective teacher with high standards of professionalism
- Be a lifelong learner who values inquiry and reflection
- Have knowledge of pedagogy, policies, and procedures
- Understand the adult learner
- Be patient, understanding, accessible, helpful, confident, and confidential
- Appreciate and understand diversity and its impact on learning in new teachers as well as in students
- Communicates hope and optimism

Mentors will:

- Mentors will be compensated
- Be provided training in mentoring and coaching strategies
- Maintain strict confidentiality
- Provide guidance and support for the teacher(s)
- May utilize a visitation day to confer and provide feedback
- Participate in orientation learning experiences with the new teacher assigned to them
- Be paired with same grade-level teacher or content area teacher whenever possible
- Support both instructional and non-instructional duties

APPENDIX AA (continued)

Types of mentoring activities:

- Modeling instruction for the new teacher
- Observing teaching and learning
- Instructional planning with the new teacher
- Peer coaching
- Orienting the new teacher to the school culture and climate
- APPR process
- Accessing and understanding student data
- Supporting teacher with district technology applications

Mentors' roles and responsibilities:

- Help new teachers transition from preparation to practice
- Provide a variety of perspectives and informal feedback
- Maintain a confidential relationship with the new teacher
- Co-teach lessons
- Demonstrate a commitment to professional development by participating in and/or leading professional development programs
- Maintain a log of meeting times, dates, discussion topics and activities
- Strong understanding of APPR and state regulations

New teachers' responsibilities:

- Plan regular meetings with their mentor and seek help when needed
- Ask questions to understand District policies and procedures
- Share experiences from previous teaching or recent academia that may be relevant
- Participate in professional development opportunities
- Maintain a log of meeting times, dates, discussion topics and activities
- May utilize a visitation day to observe other teachers planning, teaching, reflecting and conferencing

Principals' responsibilities:

- Identify and solicit teachers who will commit to mentoring
- Utilize mentor support for enhancing teacher practice
- Support the activities of mentors and new teachers
- Organize the school environment so that collaboration is more easily accomplished
- Plan instructionally-focused meetings and clearly articulate expectations to all staff to be supportive of new teaching staff

Identifying Mentors:

Principals retain the right to identify and select mentors to support and work closely with their new staff. Those who agree to serve as mentors will receive training, resources, and suggested topics for discussion. It is important to identify a mentor that has a similar experience as the new teacher. To this end, principals will identify teachers of the same grade level/content area to serve as mentors. If this cannot be accomplished, a mentor may be a teacher in the building with relevant experiences or a teacher from outside the building with relevant experiences.

APPENDIX AA (continued)

Should a principal be unable to recruit a mentor, he/she becomes responsible for using additional resources within the building/district to support new teachers. These resources may include:

- Data and Curriculum Coordinators

- Special Area Teacher (Reading, Counselor, Teacher on Assignment)
- Leadership Team Members

Three Year Mentoring Model:

- All new teachers will have a mentor for the first year; during the first year it is the expectation that the mentor and new teacher will work closely together
- During years 2 and 3 there will be a gradual release of mentoring support as the new teacher grows, thus needing less support
- It will be determined by the principal the amount of support the new teacher will need years 2 and 3; principals will use classroom observations, end of year evaluations and walk-throughs to determine how much support the new teacher continues to need

Time allotted for mentoring:

Contingent upon scheduling and staffing, principals will attempt to:

- Schedule common planning sessions
- Provide time for mentoring during superintendent conference days
- Arrange time for mentoring activities before and after the school day

The District will provide time for mentoring activities.

Professional Development:

The District encourages and supports new teachers to engage in relevant professional development provided by administrators, Data and Curriculum Coordinators, peers, BOCES and other avenues. The mentors should suggest and recommend targeted professional development opportunities to support new teachers.