

AGREEMENT BETWEEN

**THE SUPERINTENDENT OF SCHOOLS
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
ELMIRA HEIGHTS, NEW YORK**

and

**ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
TEACHERS' ASSOCIATION**

Effective July 1, 2024 through June 30, 2027

Under Provisions of "Public Employees' Fair Employment Act"

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ARTICLE 1 • RECOGNITION

§ 1.1 Recognition.

WHEREAS the District has recognized and continues to recognize the Association for the purposes of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of all personnel composing the bargaining unit as previously determined, now, therefore, the District hereby extends to the Association all statutory rights accompanying its recognition to the extent required and defined by Section 208, Civil Service Law and said Act.

ARTICLE 2 • DEFINITIONS

§ 2.1 Definitions.

As used in this Agreement:

- (a) The term "Association" means the Elmira Heights Teachers' Association.
- (b) The term "Superintendent" means the Superintendent of Schools of the Elmira Heights Central School District.
- (c) The term "teacher" means any Teacher, Instruction Support Teacher, School Counselor, or School Psychologist, represented by the Elmira Heights Teachers' as his/her negotiating representative.
- (d) The term "District" means the Elmira Heights Central School District.
- (e) The term "Board" means the Board of Education of the Elmira Heights Central School District.

§ 2.2 Gender and number.

Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they are in the masculine, feminine or neutral gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 • NEGOTIATION PROCEDURE

§ 3.1 Initiating negotiations.

Negotiations may be initiated at the written request of either party, but the first meeting shall be held no earlier than January 15 nor later than March 15 of the year in which this Agreement expires. By mutual agreement of the parties, the time frame for the first meeting may be modified. Negotiation proposals shall be submitted in writing to the other party no later than two (2) weeks

after such initial meeting. No new items shall be introduced after submission of the initial package. By mutual agreement of the parties, an alternative model of negotiations may be used.

§ 3.2 Meetings.

Such parties shall thereafter meet at mutually agreeable times and places for the purpose of effective exchange of facts, proposals, and counterproposals in an endeavor to reach a mutual understanding and agreement.

§ 3.3 Exchange of information.

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue under consideration.

§ 3.4 Reaching agreement.

When tentative agreements are reached regarding any item, such item shall be reduced to writing and initialed by each side.

ARTICLE 4 • PAYROLL DEDUCTION

§ 4.1 Dues deduction • procedure.

The Association is hereby granted the exclusive right of payroll deduction for the collection of dues. The following procedure shall be used for payroll deduction:

(a) Said deduction shall be collected from each pay upon presentation of dues deduction authorization cards signed by individual employees.

(b) Each payroll period, the District shall transmit all funds to the Association together with a summary of all dues collected.

(c) It shall be the Association's responsibility to obtain the necessary payroll deduction authorization forms and have each filed with the District.

(d) Upon remittance of the funds to the Association, their disposition shall be the sole and exclusive obligation and responsibility of the Association.

§ 4.2 Other deductions.

Direct deposit shall be the only method of payroll available to teachers. Upon submission of the proper authorization form, teachers may have their choice of any financial institution(s) for purposes of direct deposit. In addition, upon submission of the proper authorization form, any teacher may have payroll deductions for the United Way or a tax-deferred annuity plan, or any agreed upon purpose.

§ 4.3 VOTE-COPE.

Upon the receipt of the proper payroll authorization form indicating that the employee voluntarily and expressly authorizes such deductions, the District will deduct from the salary of an employee amounts designated for NYSUT Member Benefits and VOTE-COPE. The Association agrees to hold the District harmless in cases where the wrong amount of funds are transmitted.

§ 4.4 Waiver.

It is further agreed that the District shall assume no obligations, financial or otherwise, arising out of the provisions of this section. The Association agrees to indemnify and save the District harmless from any and all claims, actions, demands, suits, or proceedings by any teacher or other party arising from deductions made by the District and remittance to the Association of dues under this section.

ARTICLE 5 • GRIEVANCE PROCEDURE

§ 5.1 Declaration of purpose.

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

§ 5.2 Definitions.

(a) “Aggrieved party” shall mean the Association or teacher or group of teachers in the negotiating unit filing a grievance.

(b) The “Association” shall mean the Elmira Heights Teachers’ Association.

(c) A “grievance” is a complaint based upon any claimed violation, misinterpretation, or inequitable application of this agreement.

(d) “Hearing officer” shall mean any individual charged with the duty of rendering decisions at any stage on grievances hereunder.

(e) “Party in interest” shall mean the Association and any party named in a grievance who is not the aggrieved party.

(f) The term “supervisor” shall mean any principal, assistant principal, or other administrative officer responsible for the area in which an alleged grievance arises.

§ 5.3 Procedures.

(a) All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions 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.

(b) Except for informal decisions at stage one, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.

(c) The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

(d) An aggrieved party shall have the right at all stages of the grievance procedure to have representation by the Association or its affiliates.

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

(f) The form for filing grievances as developed by the Association and the District is to be placed in Appendix A of this agreement.

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

(h) Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this agreement in future proceedings. The Association shall be informed of any such agreement at the time the agreement is made.

(i) If more than one (1) grievance has been filed, the Superintendent may at any time after Stage 1 of the grievance procedure, consolidate said grievances into one. This may be done where questions of fact and law are common to each of the grievances. Minor variations of fact shall not preclude the coordination of such grievances when such variations are irrelevant for purposes of the decision.

§ 5.4 Time limits.

(a) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

(b) No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

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

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

(e) If a grievance is initiated under these procedures and is not concluded prior to the expiration date of this agreement, the grievance may be continued under these procedures until it is settled.

(f) In the event a grievance is being processed after the last day of school, all references to workdays in this procedure shall mean calendar days; exclusive of legal holidays, Saturdays and Sundays. If a grievance is still being processed on the first day of school in September, "workdays" shall again mean working days.

§ 5.5 Stage one.

(a) The grievant must, within the time limit specified in §5.4(b) above bring the grievance to the attention of his immediate supervisor and attempt to resolve the same informally with such supervisor. One representative of the grievants choice may be present during such discussions.

(b) If the matter is not resolved to his satisfaction during the informal attempt, the grievant must file a written statement of the grievance with his immediate supervisor within five (5) school days after the last conference between them which concludes the informal attempt. Such statement shall identify the grievant and be signed by him and dated. It must specify: (a) the specific provision of the Agreement, which was violated, (b) the time, place and events leading up to the grievance, (c) the management personnel allegedly responsible, and (d) the remedy or redress sought.

(c) Upon receipt of such written statement of the grievance, the immediate supervisor shall respond in writing within five (5) school days.

§ 5.6 Stage two.

(a) If the grievant is not satisfied with such response, or if no response is received within such five (5) school day period, he must within five (5) school days after receiving such response, or within ten (10) school days of filing his written statement, file with the Superintendent copies of such papers together with any other papers which the grievant wishes to be considered and a notice of appeal indicating whether or not a hearing is requested.

(b) If no hearing has been requested, the Superintendent shall make such investigation as he deems necessary and render a written decision within ten (10) school days of the filing of such appeal.

(c) If a hearing has been requested, the Superintendent or his designated representative shall schedule a hearing within ten (10) school days of the filing of such appeal and shall render a written decision within ten (10) school days thereafter. All sides shall be given an opportunity to be heard, present evidence, call witnesses, and question all witnesses whose testimony is part of the evidence of the case at such hearing.

§ 5.7 Stage three.

(a) If the Association is not satisfied with the decision at Stage 2 and wishes to submit the grievance to arbitration, it must file a written notice to that effect with the Superintendent within ten (10) school days after receiving the decision.

(b) If no decision has been received by the Association within such ten (10) school day period, then such notice shall be filed within ten (10) school days of the date of the last day in which such decision was due to be received. Such notice shall specify the issues, which are proposed for submission to arbitration.

(c) The Association shall within twenty (20) school days thereafter submit such grievance to arbitration in accordance with the rules of the American Arbitration Association (AAA).

(d) A copy of the request shall be forwarded to the Superintendent.

(e) The parties shall be bound by the rules of the American Arbitration Association.

(f) The decision of the arbitrator shall be final and binding upon all parties.

(g) The costs for the services of the arbitrator will be borne equally by the Association and the District

(h) The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific provisions in the Agreement, which are at issue. He shall not have the authority to substitute his judgment for that of an administrator with respect to the administrator's assessment of the teacher's performance as reflected on the evaluation form.

(i) If an arbitration hearing is held during a workday, the grievant, any witness and the Association's grievance chairperson shall be entitled to attend without any loss of leave or salary.

ARTICLE 6 • SALARY

§ 6.1 Salary schedule placement.

(a) Teachers shall be placed on the appropriate step of the salary schedule (Appendix B) in accordance with their years of recognized service consistent with the column labeled "years of experience." Once a teacher's years of recognized service exceeds the number of steps on the salary schedule, his/her salary shall be adjusted by the longevity payments only, which shall become part of the base salary, thereafter.

(b) Effective July 1, 2024, and each year thereafter, each teacher who is off step of the salary schedule shall receive seventeen hundred and fifty dollars (\$1,750.00) then a four and one-half percent (4.5%) to his or her base salary, as part of his or her permanent salary.

(c) Effective July 1, 2025, and each year thereafter, each teacher who is off step of the salary schedule shall receive a four and three quarters percent (4.75%) increase added to base salary, as part of his or her permanent salary.

(d) Effective July 1, 2026, and every year thereafter, each teacher who is off step of the salary schedule shall receive a four and one-half percent (4.5%) increase to base salary, as part of his or her permanent salary.

§ 6.2 Salary determination.

Salaries shall be determined as follows:

(a) For the 2024-2025 school year, the 2023-2024 salary schedule shall be increased by seventeen hundred and fifty dollars, then an additional four and one-half percent (4.5%), plus any amounts paid in longevity payments to bargaining unit members.

(b) For 2025-2026 school year, the salary schedule for the 2024-2025 shall be increased by four and three quarters percent (4.75%), plus any amounts paid in longevity payments to bargaining unit members.

(c) For 2026-2027 school year, the salary schedule for 2025-2026 shall be increased by four and one-half percent (4.5%) , plus any amounts paid in longevity payments to bargaining unit members.

§ 6.3 Payment for credit towards master's degree.

(a) In addition to the salary listed in the salary schedule, for a teacher who earns credit hours toward his master's degree, the rate of payment for hours earned beyond the master's degree will be Seventy-Four Dollars (\$74.00) per credit hour for the first thirty-six (36) hours, and Forty-Five Dollars (\$45.00) per credit hour for each hour thereafter.

(b) Before salary credits can be obtained, transcripts or grade marks must be submitted to the Superintendent for his approval. Such submission must be made before September 15 or February 15 of the school year to receive salary credit. No retroactive salary credit shall be given. If the course is outside the teacher's field of study, or not part of a certification program, prior approval of the course by the Superintendent is needed before taking such course.

(c) For all those employees hired by the District on or after July 1, 2018, in addition to the salary listed in the salary schedule, any teacher who commences service with the District at step one of the salary schedule shall be entitled to a stipend of One Thousand Dollars (\$1,000.00) in his first, second and third years of teaching. This stipend is in recognition of a teacher's work to obtain a master's degree.

§ 6.4 Payment for credit hours beyond a master's degree.

(a) Credit hours for courses taken beyond a master's degree will be approved and recognized for salary credit pursuant to the procedures set forth hereinabove. The rate of payment for hours earned beyond the master's degree will be Seventy-Four Dollars (\$74.00) per credit hour for the first thirty-six (36) hours, and Forty-five Dollars (\$45.00) per credit hour for each hour thereafter.

(b) Before salary credits can be obtained, transcripts or grade marks must be submitted to the Superintendent for his approval. Such submission must be made before September 15 or February 15 of the school year to receive salary credit. No retroactive salary credit shall be given. If the course is outside the teacher's field of study, or not part of a certification program, prior approval of the course by the Superintendent is needed before taking such course.

(c) In either event, credit hours, if approved, shall receive salary credit at the rate specified in §6.3(a) up to a maximum for salary purposes of sixty (60) credit hours beyond a Master's degree and fifty (50) credit hours beyond a bachelor's degree.

(d) For the purposes of this Agreement, "approved credit hours" shall be defined as approved graduate level courses on an accredited college or university campus.

(e) Teachers may apply in writing to the Superintendent for approval to enroll in either undergraduate or in-service courses for compensatory credit. Teachers who complete approved undergraduate courses shall receive credit pursuant to the provisions of § 6.4(a) of this article. Teachers who participate in an in-service course outside the regular workday shall be credited with one in-service credit for each fifteen clock hours of participating in an in-service course. One in-service credit is equal to one graduate hour credit for salary purposes. Teachers who participate in an in-service course may elect to apply for salary credit for each in-service credit, which shall be paid pursuant to the provision of § 6.4(a) of this article. Alternatively, teachers may be compensated eighteen dollars and fifty cents (\$18.50) with increases subject to the Board of Education for each clock hour or participation in an in-service course, subject, however, to budgetary limitations.

(f) The Superintendent may recommend, in writing, that a teacher take either undergraduate or in-service courses for specific reasons. The teacher's decision to agree to the

Superintendent's recommendation shall be completely voluntary and he shall have the right to respond in writing if he should elect not to participate.

(g) Salary credit for teachers who have prior approval for either in-service or undergraduate courses, for salary credit, either at the teacher's request or at the Superintendent's recommendation, shall receive such salary credit at the rate specified in §6.3(a) upon successful completion of the course.

§ 6.5 Payment for a master's degree.

A teacher who was receiving an Eight Hundred Fifty Dollar (\$850.00) payment for a second master's degree prior to July 1, 2000, will continue to receive that payment while employed by the District.

§ 6.6 Salary placement upon returning from an unpaid leave.

Any teacher returning from an unpaid leave shall have his salary, upon returning, calculated as follows:

(a) If the teacher was on the unpaid leave for the equivalent of a semester or less, he will be treated for salary placement purposes as if he had worked the entire year.

(b) If the teacher was on the unpaid leave for the equivalent of more than one (1) semester, he will return at a salary that is equivalent to that which another teacher would earn with the same number of years of credited service and educational preparation. No service credit shall be granted for the year(s) of unpaid leave.

§ 6.7 Salary calculation for school counselors, psychologist, and Instructional Support Teachers.

Each school counselor, psychologist, and Instructional Support Teacher (IST) shall receive a salary pursuant to this agreement plus an additional seven and one-half percent (7.5%) of his individual regular salary. Two and one-half percent (2.5%) of the aforementioned percentage is in recompense for work to be performed after the last regularly scheduled teacher workday in June and the last regularly scheduled District workday in June and five percent (5.0%) of said percentage is in recompense for ten (10) days to be worked between July first and the beginning of the school year. In addition, each school counselor, psychologist, and IST shall receive a Three Thousand Dollar (\$3000.00) stipend in recompense for an eight (8)-hour workday.

School counselors may be scheduled to work up to two (2) additional days (beyond those in the paragraph above) in July and August. These days are to be agreed upon by the counselor and the building administrator and shall be paid at their per-diem rate. Additional days may be approved by the Administration for specific assignments.

One of the days in this section may be taken in intervals of one-hour, while the remaining will be taken in half (.5) or full (1.0) day intervals .

§ 6.8 Dean of students serving as administrator.

When the principal is out of the school and the dean of students is in charge of the school, the dean of students will receive a Sixty Dollar (\$60.00) per day stipend subject to the following conditions.

(a) The additional compensation will not begin until or unless he has been in charge of the building for more than five (5) days in any one (1) semester. In this event the additional payment will be made retroactive to day one.

(b) In order for a day to be counted in this calculation, the dean of students must have been in charge of the school for more than one-half (1/2) of a day.

§ 6.9 IRC § 125 Flexible Benefit Plan (“§ 125 Plan”).

The District shall maintain a qualified § 125 Plan for bargaining unit personnel who elect the MVP Co-Pay Plan or MVP HDHP, subject to the following stipulations:

(a) Participation in the § 125 Plan shall be voluntary.

(b) The § 125 Plan will be funded by an annual salary deferral for an amount to be determined by the individual teacher electing to participate.

(c) The §125 Plan Administrator and the qualified uses for the § 125 Plan will be jointly agreed to by the parties and shall be specified herein.

(d) All costs for the administration of the §125 Plan will be borne by the District.

(e) The parties agree that at the end of each § 125 Plan year any remaining balance in the §125 Plan will revert to the District.

(f) The District will make an annual contribution of Two Hundred Dollars (\$200.00) for individual, Three Hundred Dollars (\$300.00) for employee and spouse, or employee and child, and Four Hundred Dollars (\$400.00) for family to the account of all teachers receiving health care coverage under the MVP Co-Pay Plan, or the MVP HDHP \$1600/\$3200. The payment will be specified only for use by the teacher for unreimbursed medical expenses.

(g) At the end of each § 125 Plan year, employees can roll over up to Six Hundred Forty Dollars (\$640) of their remaining balance as long as they are enrolled in the plan in the subsequent year with a personal contribution of at least Two Hundred Fifty Dollars (\$250).

§ 6.10 IRC § 105 Health Reimbursement Arrangement (“HRA”)

The District shall establish an HRA for all bargaining unit personnel or retirees who elect the MVP HDHP \$1600/\$3200(MVP HDHP), subject to the following:

(1) The District will select a third-party administrator (“TPA”) who will establish all rules regarding reimbursement for IRS qualifying expenses and use of HRA funds.

The TPA will issue debit cards to employees for payment of qualified unreimbursed medical expenses paid or incurred within the operative plan year for such expenses.

(2) Unexpended funds in an HRA account shall revert back to the District at the end of the Plan year.

(3) Unexpended funds in an HRA account will revert back to the District if and when there is a separation from service with the District, for any reason, or participation in the Signature Deductible 3 Plan otherwise ends.

(4) The cost for the administration of the Plan will be borne by the District.

(5) The District will fund HRA accounts for bargaining unit personnel or retirees who elect the MVP HDHP each year, as follows:

Plan	District Contribution
High Deductible Single Plan	Sixteen Hundred dollars (\$1,600)
High Deductible Employee + Child/ren Plan	Three Thousand Two Hundred dollars (\$3,200)
High Deductible Employee + Spouse Plan	Three Thousand Two Hundred dollars (\$3,200)
High Deductible Family Plan	Three Thousand Two Hundred dollars (\$3,200)

§ 6.11 Pay for travel time.

A teacher will be given a stipend of one hundred dollars (\$100) per year if they must use their own vehicle to travel between schools.

§ 6.12 Supplemental mentoring.

In addition to the mentoring program provided through the GST BOCES, the District administration may assign a supplemental mentor to a teacher in need of support. The supplemental mentor shall receive a Five Hundred Dollar (\$500.00) annual stipend or portion thereof prorated on a monthly basis. The selection of the supplemental mentor shall be made by administration. The supplemental mentor shall submit a claim invoice for such stipend monthly.

ARTICLE 7 • COACHING AND EXTRACURRICULAR STIPENDS

§ 7.1 Coaching.

Teachers assigned to a coaching position in the school sports program shall receive the stipends in addition to their base salaries as set forth in Appendix C.

§ 7.2 Extracurricular.

Teachers assigned to positions of extra classroom duties shall receive the stipends in addition to their base salaries as set forth in Appendix D.

§ 7.3 Coaching courses.

The District will reimburse the cost of tuition and necessary materials for BOCES in-service programs for coaches pertaining to the coaching requirement for teachers not certified in physical education as required by the Regulations of the Commissioner of Education as amended - Section 135.4.

§ 7.4 Proration of stipends.

(a) If a sports season or extracurricular activity is canceled or discontinued, the affected coach or advisor will receive a prorated stipend based on when the season or activity began and concluded. The proration of a stipend will be calculated on full weeks or parts thereof.

(b) Post season. If a sports season is extended, the affected coach shall receive a prorated stipend based upon the point beyond which the “win or go home” principle applies. The prorating of a stipend will be calculated on a daily rate (calendar days). Post-season compensation for more than one (1) coach will be based on at least ten (10) students qualifying for the next level or game.

§ 7.5 Varsity, Junior Varsity, and Modified sports for both boys and girls Compensation for timers, score keepers and supervisors.

(a) Preference shall be given to the teaching staff for the purpose of hiring timers, score keepers and supervisors for Varsity, Junior Varsity and Modified boys and girls sports. A list of dates for the above positions will be posted prior to each season. The athletic director will have flexibility to fill the above positions in an event it is rescheduled.

(b) Timers, score keepers and supervisors shall be paid for the hours actually worked at the rate of \$18.50, this rate may be subject to increases by the Elmira Heights Board of Education for duties performed at regularly scheduled interscholastic games, meets, or matches for Varsity, Junior Varsity, and Modified boys and girls sports in the following sports:

- Football
- Basketball
- Track
- Volleyball
- Wrestling
- Softball
- Baseball
- Soccer

§ 7.6 Compensation for Extra-Curricular supervision.

Preference shall be given to the teaching staff for the purpose of hiring Extra-Curricular (including non-stipend dance chaperones) supervisors. Teaching staff who supervises at the request of the Supervisor(s) shall be compensated at the rate of \$18.50, this rate may be subject to increases by the Elmira Heights Board of Education for supervising duties for the following grade levels:

Grades PK-2
Grades 3-5
Grades 6-8
Grades 9-12

§ 7.7 Compensation for music and art teachers.

The District will compensate music and art teachers for concerts and art show to the community, during annual budget vote “Art and Music Event” who have students participating in county and/or state music festivals and who attend such festivals as an instructor at the rate of One Hundred Dollars (\$100.00) for each District-approved event/festival.

§ 7.8 Marching band.

In lieu of a full-time Marching Band Director being appointed, the District will compensate an individual who has students participating in a parade marching band at the rate of Five Hundred Dollars (\$500.00) per parade day where the individual has led three practices in preparation for the parade day. This rate will only be paid for up to three parade days per year, and only when a Marching Band Director has not been appointed.

ARTICLE 8 • PART-TIME TEACHERS

§ 8.1 Part-time teacher defined.

Any teacher who is appointed to work less than the teacher’s full workday, workweek or work year.

§ 8.2 Coverage under agreement.

Unless otherwise specified, all part-time teaching employees shall be covered by the terms and conditions set forth herein.

§ 8.3 Determining the percentage worked • secondary teachers.

(a) Any teacher assigned to teach at least five (5) periods shall be considered to be fulltime. (This shall not preclude having a teacher who is assigned to work a regular workday but who has fewer than five (5) classes from being considered to be full-time.)

(b) A part-time teacher assigned to work two (2) or more periods per day shall be entitled to one (1) preparation period.

(c) A part-time teacher assigned to work four (4) or more periods per day shall be entitled to a preparation period and a duty-free lunch period.

(d) A part-time teacher’s percentage of time worked shall be determined by dividing the number of periods assigned, including preparation periods and a duty-free lunch where applicable, by the number of periods in the secondary workday.

§ 8.4 Determining the percentage worked • elementary teachers.

(a) A part-time teacher assigned to teach 75 or more minutes per day shall be entitled to receive preparation time equal to the average of that granted other teachers.

(b) A part-time teacher assigned to teach an average of 150 or more minutes per day shall be entitled to also receive a duty-free lunch period.

(c) A part-time teacher's percentage of time worked shall be determined by dividing the number of minutes worked, including a preparation time and a duty-free lunch where applicable, by the number of minutes in the workday.

§ 8.5 Determining the percentage worked • part-time teachers.

A part-time teacher shall be required to work for a time period equivalent to the time between teacher arrival and student arrival in the morning or between student dismissal and teacher dismissal in the afternoon, as appropriate.

ARTICLE 9 • HEALTH INSURANCE

§ 9.1 Health care plan.

(a) The District will provide health insurance through the MVP Co-Pay Plan, Integrated EPO with OON, or the MVP HDHP \$1600/\$3200 Plan, HDHP EPO with OON, whichever is selected by the employee/retiree (up to Medicare eligibility). Should such an employee/retiree elect to participate in the MVP \$1600/\$3200 Plan, HDHP EPO with OON option, he/she should provide notice of the same during the open enrollment window. If the MVP HDHP \$1600/\$3200 Plan, HDHP EPO with OON Plan is selected, an HRA account will be established to fund the cost of the deductible (\$1,600/\$3,200 based on plan participation) (*See* § 6.9).

(b) For those employees hired by the District before July 1, 2012, the District shall pay the percentage of the premium equivalent for the selected plan in which a teacher is enrolled as set forth below:

- Eighty-five percent (85%)

(c) For those employees hired by the District on or after July 1, 2012, the District shall pay the percentage of the premium equivalent for the selected plan in which a teacher is enrolled as set forth below:

Eighty-two percent (82%)

§ 9.2 Incorporation of Plan Document and Administrative Manual.

The Plan Document and the Administrative Manual are hereby incorporated by reference. In the event the Plan Document and the Administrative Manual conflict with specific provisions of this contract, it is understood and agreed that the contract provisions shall prevail and control.

§ 9.3 Conversion privilege.

A teacher who leaves the employment of the District, other than a teacher who retires or a teacher whose services are terminated, shall be offered the right of conversion for health insurance coverage, regardless of insurability, at full cost and expense of the teacher. If a teacher or the District is unable to obtain coverage, the teacher may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former teacher is offered health insurance, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights, which are extended to teachers, will also be extended to dependents.

§ 9.4 Eligibility.

For new teachers, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the teacher declines coverage in writing. A waiver of coverage shall be filed in the teacher's personnel folder.

A teacher may reconsider and join the Plan during the next open enrollment period by notifying the District, in writing, of his desire for coverage. In this circumstance, coverage under the Plan will become effective on the first day of the month following the open enrollment period in which the teacher applies.

A teacher who has a qualifying life event in accordance with IRS code is entitled to change their coverage status by notifying the District of the change, in writing. The change will be made on the first day of the month following the notification.

The parties to meet and negotiate updating this section in the event of changes to the Plan or to the IRS code which affect these enrollment periods.

§ 9.5 Coverage after termination.

No health insurance will be provided beyond the teacher's date of termination except as provided in §9.3.

§ 9.6 Coverage while on an unpaid leave.

A teacher who is on unpaid leave because of unauthorized absence from duty, exhausting sick leave, educational, adoption or maternity leave, shall not receive any health insurance benefits unless the teacher makes arrangements with the business office for full payment of his premium. If the teacher is covered under the Family and Medical Leave Act ("FMLA"), the teacher will make arrangements with the business office to pay his share of the health insurance premium while on FMLA leave.

§ 9.7 Coordination of benefits.

Since it is not intended that any teacher or dependent receive greater benefits than the actual medical or hospital expenses incurred, the amount of benefits payable under this Plan will take

into account any coverage the teacher or his family members have under other “plans”, that is, the benefits under this Plan will be coordinated with the benefits of other “plans”.

§ 9.8 Coverage for part-time teachers.

Part-time teacher who are employed fifty percent (50%) or more shall be entitled to insurance. Part time teachers shall have their health insurance premiums paid on a prorated basis according to the amount of time they work. Each part time employee will pay additional premiums to make up the percentage less than full employment according to the following formula:

District contribution: (Employment % FTE less than 100% x Employee contribution).

i.e., for a 60% employee hired before July 1, 2012, the District would pay eighty-five percent (85%): (40% x 15) = 79%

Percent of Full Time Employment	District Premium for those Hired before July 1, 2012	District Premium for those hired on or after July 1, 2012
100% FTE	85%	82%
80% FTE	82%	78.4%
75% FTE	81.25%	77.5%
60% FTE	79%	74.8%
50% FTE	77.5%	73%

§ 9.9 Survivors’ coverage.

It is understood that the un-remarried spouse and dependent children of a deceased teacher or retired teacher are entitled (subject to the limitations and conditions of the insurance plan) to continue coverage provided that the survivor pays the full cost of the coverage.

§ 9.10 Retirees’ coverage.

Upon and throughout a teacher’s retirement, the District shall pay the same percentage of the premium equivalent for the plan as it pays for the active employees (said amount shall be pro-rated for retirees who retire from a part-time position). A teacher shall be deemed to have retired on a full-time basis if, in the ten (10) years prior to retirement, at least five (5) were full-time.

(a) The District shall provide health insurance coverage during retirement years in its plan for any teacher who retires from the employ of the District under the following conditions.

(1) For those retirees who are in the employ of the District as of June 30, 2012, the teacher must have at least ten (10) years of service, not necessarily continuous, with the District.

(2) For those retirees who are hired as of July 1, 2012, and thereafter, the teacher must have at least fifteen (15) years of service, not necessarily continuous, with the District.

(3) The teacher was entitled to health insurance coverage paid for by the District during the teacher’s years of employment.

(b) If the teacher does not meet these requirements, it shall be considered that the teacher has resigned rather than retired. In the case of resignation, the teacher shall have conversion privileges only.

(c) Teachers who have qualified for social security disability payments or who have qualified for disability retirement under the NYSTRS or NYSERS shall be considered to be retired for health insurance purposes regardless of age, in full satisfaction of §9.10(a)(2).

(d) The eligible retiree (pre-Medicare eligible) will be able to elect to change their plan of choice during each annual open enrollment window. Retirees will be eligible for either of the plans offered through the MVP Co-Pay or MVP HDHP until they are eligible for Medicare, at which time they will be provided health insurance through the District's Medicare Advantage Plan.

(e) Retirees shall continue the health insurance plan in effect for active employees until Medicare eligible. Any retired employee who becomes Medicare eligible shall receive health insurance coverage benefits through the District's Medicare Advantage plan when first eligible.

(f) Alternatively, in the event a retired employee is a covered dependent on District provided health insurance through a spouse and such spouse predeceases the retired employee, such retired employee will be eligible for retiree health insurance if they have fulfilled their required obligation under §9.10(1)-(3) of this section are collecting s retirement benefit from NYS Teacher's Retirement System. The employee will be eligible for election of the health insurance coverage that they require and are qualified to receive (e.g., Individual, family coverage). The retired employee shall contribute the same percentage contribution towards the total premium as the active Teacher members.

§ 9.11 Payment in lieu of coverage.

(a) An employee eligible for health care coverage who elects not to participate in the Plan will receive an annual payment of Three thousand Dollars (\$3,000.00) in lieu of coverage, provided that the employee completes a waiver of health care coverage form and supplies the District with proof of health care coverage in a plan with a premium not directly paid for by the Elmira Heights Central School District. Payments made pursuant to the provisions of this paragraph will be subject to all mandatory local, state and federal taxes.

(b) The payment will be made at the end of the work year in the form of a voucher, with said payment to be in lieu of insurance.

(c) An employee who terminates his service before the end of the work year will have his annual payment prorated.

(d) An employee who re-enters the Plan once he has elected to receive the annual payment will have his payment prorated.

(e) Teachers who are spouses are not entitled to this payment when one spouse takes a plan which covers the other spouse.

ARTICLE 10 • SICK LEAVE

§ 10.1 Sick leave defined.

Working time lost by a teacher for personal illness, physical incapacity, or non-compensable bodily injury or disease chargeable to sick leave days under this Agreement without loss of salary or other benefits granted herein.

§ 10.2 Allocation.

All full-time teachers shall receive twelve (12) school days of sick leave effective September 1 of each school year.

§ 10.3 Proration if employment terminates.

The following teachers who terminate their employment with the District prior to the end of the school year, shall have their sick leave prorated to the time worked and any days owed to the District shall be deducted from the final paycheck:

- (a) first year teacher; and,
- (b) returning teachers who have used all their sick leave prior to September 1 and who have not used their sick days for extended illness, accident or other contractual charges against sick leave.

§ 10.4 Part-time teachers.

(a) Teachers working less than full-time, and/ or less than a full five (5) day week, and/ or less than a normal working day and/ or new (mid-year) employees, shall be granted sick leave days in a proportionate amount equal to twelve (12) sick leave days multiplied by the teacher's percentage of annual employment. Examples:

- (1) February appointee: twelve (12) days x .5 = 6 days.
- (2) 60% part-time teacher: twelve (12) 60% days.
- (3) 80% part-time teacher: twelve (12) 80% days.

(b) If a part-time teacher is subsequently hired full-time, the teacher's accumulated leave acquired during part-time service shall be credited on a prorated basis. For example, twelve (12) accumulated fifty percent (50%) days shall be credited as six (6) full time days.

§ 10.5 Accumulation.

Unused sick leave may be accumulated to a maximum total of two hundred (200) days.

§ 10.6 Payment for sick leave accumulated over 200 days.

(a) A teacher who begins a school year with one hundred eighty-nine (189) or more accumulated sick days and subsequently receives an additional twelve (12) days of sick leave effective September 1 shall be eligible for a payment in lieu of sick leave for any days above two hundred which remain unused at the end of the school year. At the conclusion of the school year, any sick days remaining from the twelve (12) given over two hundred (200) shall be paid out in a lump sum to the teacher at the rate of Sixty Dollars (\$60.00) per day. Said payment of up to twelve (12) days per year shall be made in the first pay period in the month of July.

§ 10.7 Doctor's certificate required.

(a) The Superintendent reserves the right to require proof of the proper authorized use of sick leave days when said use extends to three (3) consecutive days or beyond. Such proof of sick leave days for illness shall be in the form of a doctor's certificate filed with the Superintendent within five (5) working days after request is made. Such request shall be made when a question arises as to authorized usage. If the teacher fails to provide the requested medical certificate, pay shall be docked or stopped for each day of absence until appropriate verification of proper use of sick leave is furnished.

(b) The Superintendent further reserves the right to have an illness or accident verified by the school physician.

§ 10.8 Use for family illness.

Teachers shall be allowed up to twelve (12) days per year for the illness or physical incapacity of any member of the teacher's immediate family. Such days shall be chargeable to the teacher's sick leave time. The "immediate family" shall be defined as husband, wife, child, step-child, parent, step-parent of the teacher, or any other individual living in the teacher's household. Such "family illness" days shall not accumulate from year to year.

§ 10.9 Disability.

If a teacher becomes disabled either by sickness or accident and if medical prognosis indicates that the teacher will be permanently disabled during this period of accrued sick leave, the District shall have the right to request in writing that the teacher submit the medical examination and make available all medical records to a physician of its own choosing. If the teacher is determined by the District approved physician to be permanently disabled, the teacher shall within five (5) calendar days of such determination, commence to process the necessary action to exercise and obtain his rights to disability retirement. The teacher shall have sixty (60) calendar days from the date of such determination to process to completion his eligibility for retirement. Upon acceptance of the teacher for retirement, the District shall be notified in writing of said acceptance. The teacher shall upon the receipt of the first retirement of disability payment, notify the District of said payment and upon notice to the District shall be terminated as a teacher and taken off the payroll and not allowed to use any more accumulated sick days. Failure to comply with any of the above provisions will result in the immediate termination of the teacher, and discontinuance of all benefits.

§ 10.10 Workers' Compensation.

The District shall follow New York State Workers' Compensation Law and Regulations.

§ 10.11 Use for emergency leave.

Use of accumulated sick leave for purposes other than physical disability of a teacher may be granted for absences of an emergency nature when the teacher has exhausted all of his personal days and when approved by the Superintendent or his designee. Any days taken under this provision shall be subtracted from the teacher's accumulated sick leave. Emergency is defined as an unforeseen occurrence beyond the teacher's control requiring attention.

ARTICLE 11 • SICK LEAVE BANK

§ 11.1 Purpose.

In an effort to reduce the hardship experienced by a teacher obliged to be absent from employment due to illness and/or accident, the District and the Association agree to establish a system-wide Sick Leave Bank subject to the following terms, conditions, and procedures.

§ 11.2 Bank established • procedures.

(a) A Sick Leave Bank will be maintained at a level not less than one hundred fifty (150) days for the school year.

(b) Teachers shall donate from their accumulated sick leave enough days to establish the beginning year bank of one hundred fifty (150) days.

(c) The maximum number of days that may be donated by a teacher in one (1) year shall be two (2) days.

(d) If a new teacher is hired during the school year, he may become a member of the Sick Leave Bank by applying for membership and donating up to the maximum of two (2) days at the time of the teacher's application.

(e) The Sick Leave Bank Committee may waive the one hundred fifty (150) day limit in order for the Sick Leave Bank to receive days that are paid back by teachers who have used days. The Committee may also waive the limit in order to accept new teachers as Sick Leave Bank members.

(f) Teachers who are exiting for reasons other than retirement shall have up to twenty of their unused accumulated sick days added to the bank. The current year's allotment will not be used for this donation.

§ 11.3 Committee • rules and procedures.

(a) A committee shall be established to review requests for the use of the Sick Leave Bank. This committee shall be composed of three members of the Association appointed by the

Association President. The Superintendent may be consulted as an ex officio member and resource when the committee needs historical information. The sick leave bank committee shall notify employees of the committee composition by October 1 of each year. Decisions of the committee are not grievable under Article 5 of this Agreement. The Association shall indemnify and hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of the sick bank and determinations of the sick bank committee. Requests for review may be presented to any member of this committee.

(b) No individual will be entitled to apply to the Sick Leave Bank unless:

(1) all annual and accumulated sick leave days have been exhausted;

(2) acceptable medical evidence certifying the illness or injury is provided at appropriate intervals as requested by the Committee; and,

(3) the teacher has made a contribution to the Sick Leave Bank, provided, however, that a new teacher who applies to donate days shall be governed by §11.3(e).

(c) The purpose of the Sick Leave Bank is to provide teachers with additional sick leave in the event that they or their child living in their household have a catastrophic illness rather than day-today illnesses. Additionally, if a teacher exhausts all of his or her sick bank leave as a result of a catastrophic illness in any single school year, he or she may use up to ten (10) additional sick leave bank days for intermittent illness of the teacher or his child during the remainder of the school year. This intermittent usage will require a doctor's note upon return to work.

(d) A teacher who has borrowed from the Sick Leave Bank and subsequently dies, takes a disability or regular retirement, or resigns to care for a spouse or his child, shall not be required to pay back his borrowed days. All others who are granted days from the Sick Leave Bank shall pay back a minimum of three (3) days per year. These three days will automatically be taken from their annual leave accrual. A teacher may pay back more than three (3) days if he so desires. If a teacher leaves the district's employ in order to take another job in education before reimbursing the days to the bank, he shall reimburse the District up to twenty (20) days at the current substitute teacher rate of pay. Said reimbursement will be held from the final paycheck.

(e) In September of each year, the number of days in the Sick Leave Bank will be reviewed. If the number of days is less than one hundred and fifty (150), additional days will be solicited as follows:

(1) Teachers who have not previously donated days will be given the opportunity to donate a day to enable them to participate.

(2) If additional days are needed to replenish the Sick Leave Bank, teachers who have previously donated days shall then be asked to donate. The Committee shall establish a procedure to ensure that the total number of days donated by each teacher is as equitable as possible.

ARTICLE 12 • PERSONAL LEAVE

§ 12.1 Allocation.

All full-time teachers shall receive three (3) days of personal leave with pay, non-deductible from sick leave. Such three (3) days shall be credited in September of each year.

§ 12.2 Application for use of personal leave.

Requests for such absence will be submitted at least twenty-four (24) hours in advance to the building principal, except in cases of emergency where advance notice cannot be given.

§ 12.3 Personal leave to extend a holiday or recess.

Twenty percent of the teachers in each building may, on a first-come, first-served basis, be granted one personal leave day at a time to extend a holiday or recess period.

§ 12.4 Limitation on use of personal leave.

Personal leave may not be used for financial gain unrelated to District employment.

§ 12.5 Accumulation of sick leave.

(a) Any unused personal leave days may be added to the teacher's sick leave accumulation, thus enabling a teacher to reach the maximum accumulation of two hundred (200) days earlier than provided in the regular sick leave schedule. In no case will the maximum accumulations exceed the two hundred (200) days listed in the sick leave schedule.

(b) All other rules listed in the sick leave schedule apply.

§ 12.6 Permissible additional leave.

All teachers shall be allowed to rollover a maximum of one (1) personal day yearly into their next year's allotment of three (3) days. However, each teacher shall be granted use of no more than three (3) consecutive personal days at any one time. A fourth consecutive day may be taken with the approval of the Superintendent.

§ 12.7 Part-time and new (mid-year) employees.

(a) Part-time and new (mid-year) employees shall be granted personal leave in a proportionate amount equal to three (3) personal days multiplied by the teacher's percentage of annual employment. Examples:

- (1) February appointee: three (3) days x .5 = 1.5 days.
- (2) 60% part-time teacher: three (3) 60% days.
- (3) 80% part-time teacher: three (3) 80% days.

(b) If a part-time teacher is subsequently hired full-time, the teacher's accumulated leave acquired during part-time service shall be credited on a prorated basis. For example, twelve (12) accumulated fifty percent (50%) days shall be credited as six (6) full-time days.

ARTICLE 13 • BEREAVEMENT LEAVE

§ 13.1 Allocation • immediate family defined.

A teacher shall be granted up to four (4) days of leave without loss of pay for each death in the immediate family with one (1) of these days to be considered to be a funeral day. The immediate family shall be defined as: husband or wife, mother, father, guardian, children, sister, brother, mother-in-law, father-in-law, step and adopted parents, step and adopted children or any other person who resides in the teacher's household. Any days not taken consecutively will require prior notification whenever possible.

§ 13.2 Allocation • other relatives.

One (1) day of leave shall be granted to permit the teacher to attend the funeral of any of the following relatives: sister-in-law, brother-in-law, niece, nephew, aunt, uncle, or grandparents.

§ 13.3 Additional days.

At the discretion of the Superintendent, an additional day of bereavement leave may be granted for either immediate family or other relatives. Any time needed beyond the additional day shall be taken from the teacher's accumulated personal and/ or sick leave.

ARTICLE 14 • PARENTAL LEAVE

§ 14.1 Notification.

A pregnant teacher shall notify the Superintendent in writing, accompanied by a physician's certificate of pregnancy no later than ninety (90) days after pregnancy has definitely been determined.

§ 14.2 Duration • accrual of benefits.

A teacher shall be entitled, upon request, to a parental leave without pay subject to notice to the Superintendent. Such leave shall not accrue as service for salary credits, sick leave or other benefits based on length of service. Such leave shall not diminish or increase the individual's seniority rights. Should both parents be employed by the District, although both are entitled to request said leave, both cannot be on leave concurrently.

§ 14.3 Extension of leave.

Such teacher, before April 1 or November 1, may apply for and receive up to two (2) additional semesters of such leave if in the judgment of the Superintendent an extension of such leave is in the best interests of the District. The total amount of parental leave requested under §14.2 and §14.3 may not exceed two (2) years.

§ 14.4 Salary credit • tenure credit.

Such leave shall not accrue as years of experience credit toward salary or tenure.

§ 14.5 Use of sick leave.

A teacher must use any accrued sick leave during her period of disability. The use of sick leave accruals will run concurrently with parental leave. Additionally, after the period of disability has ended, a teacher may opt to use any of her sick leave accumulations to run concurrently with the remaining portion of a parental leave. Sick leave benefits to which such teacher is entitled hereunder shall not exceed any accumulated total due her at the commencement of such parental leave.

ARTICLE 15 • ADOPTION LEAVE

§ 15.1 Application • duration.

(a) Any teacher who becomes the adoptive parent of a child shall be entitled upon a written application to the Superintendent to a leave without pay for up to two (2) full semesters. Such leave shall begin at a time agreed to by the teacher and the Superintendent.

(b) Upon presentation of documentation of adoption process requirements, any teacher who begins the process of adopting a child shall be entitled to up to twelve (12) weeks unpaid leave in any given calendar year for the purposes of completing the adoption process. Said leave may be taken on an intermittent basis.

§ 15.2 Extending the time.

Such teacher, before April 1 or November 1 of any school year, may apply for and receive two (2) additional semesters of such leave if in the judgment of the Superintendent an extension of such leave is in the best interests of the District.

§ 15.3 Salary credit • tenure credit.

Such leave shall not accrue as years of experience credit toward salary or tenure.

ARTICLE 16 • EDUCATION LEAVE

§ 16.1 Application.

With prior approval of the Superintendent and the Board, a teacher may take a leave for educational improvement.

§ 16.2 Unpaid leave.

Such leave shall be taken with no compensation.

§ 16.3 Discretion to approve.

It shall be within the complete discretion of the Superintendent and the Board as to whether such leave shall be granted, as well as the length of such leave.

ARTICLE 17 • JURY DUTY/COURT APPEARANCE

§ 17.1 Leave granted.

Teachers who are required to make legal and/ or court appearances or who are serving on jury duty shall be given leave with pay. If the teacher is excused from jury duty prior to noon, he will report to work.

§ 17.2 Reimbursement.

Such teacher shall reimburse the District any legal and/ or court appearance or jury duty pay fees earned during the workday as soon as received less the meal and travel allowance.

ARTICLE 18 • VISITATION DAYS

§ 18.1 Allocation.

Teachers may be granted up to two (2) days per school year for the purpose of visiting other school districts. Such days shall be for the purpose of developing further knowledge and teaching skills.

§ 18.2 Procedure.

Teachers shall submit to the Superintendent a written request for such visitation day detailing the reasons and purposes for such visitation. Such request shall further include the specific days requested, and the school district to be visited. Such request shall be made at least seven (7) school days prior to the day requested. The decision as to whether such days shall be granted shall be in the sole discretion of the Superintendent. The maximum number of visitation days granted in any school year shall not exceed twenty (20) days.

§ 18.3 Report.

Any teacher granted a visitation day must submit a written report to the Superintendent detailing said day and the information gathered by such visit. Such report shall be submitted prior to the next payroll date or within one (1) week, whichever is greater. Failure to submit such report within the time frame hereinabove referred to, will result in the loss of such teacher of the salary equivalent to time used.

ARTICLE 19 • SABBATICAL LEAVE

§ 19.1 Granting leaves.

A sabbatical leave may be granted to a teacher in accordance with the provisions set forth herein. All requests for sabbatical leave and for sabbatical programs must be approved by the Board in advance. The decision of the Board is not subject to the grievance procedure.

§ 19.2 Eligibility.

The applicant must:

- (a) be a full-time tenured teacher.
- (b) hold a permanent teaching certificate valid in New York State.
- (c) have completed at least seven (7) years of continuous service with the District.
- (d) have taken and satisfactorily completed at least six (6) credit hours of approved graduate level courses on an accredited college campus during the previous five (5) years.

§ 19.3 Application.

Applications for sabbatical leave may be submitted to the Superintendent on or after January 15 but must be submitted before March 15 of any given year. Applications shall include a written explanation of plans for the leave, an “agreement to return” statement as hereinafter described, and such other materials as may be required by the Superintendent.

§ 19.4 Length of leave • compensation.

Length of leave and stipend shall be as follows:

- (a) One-half (1/2) year at one-half (1/2) annual contract salary.
- (b) One (1) year at one-half (1/2) annual contract salary.
- (c) Summer session at one-sixth (1/6) annual contract salary.
- (d) If these amounts plus any grant or stipends exceed the teacher’s scheduled salary for that year, the sabbatical pay shall be decreased by the amount in excess of the teacher’s scheduled salary.
- (e) Stipends granted will be in accordance with the salary schedule in effect at the time of sabbatical.
- (f) The District shall pay the normal retirement rate on the reduced salary.

§ 19.5 Number of leaves permitted.

Not more than one (1) full-time teacher may have a one half or full year leave in any one year. Three (3) summer sabbaticals may be submitted for any single one-half or full year grant.

§ 19.6 Fringe benefits.

There will be no fringe benefits payable by the District during such leave. The teacher can arrange to continue the District health insurance coverage, but this coverage must be paid for by said teacher.

§ 19.7 Purpose.

Other sabbaticals shall be for study, research and for writing. "Study" shall include an approved, on campus university program of accredited graduate studies in which the applicant participates to qualify for higher credentials. If courses are taken during the sabbatical, a minimum of twelve (12) semester hours of approved courses is required.

§ 19.8 Summer sabbatical.

A summer sabbatical shall consist of three (3) summer sessions. During each session it shall be required that a minimum of six (6) semester hours of approved courses be taken. With prior approval of the Superintendent, the teacher may substitute related educational travel for the six (6) semester hours in the third session. The three (3) summer sabbatical sessions shall be equivalent to one (1) full year sabbatical at one-half (1/2) pay. Such three (3) summer sessions must be completed within five (5) summers.

§ 19.9 Reports.

Prior to the commencement of a sabbatical leave, the teacher and Superintendent shall agree on the number and content of progress reports to be submitted by such teacher as well as the time by which such reports must be submitted.

§ 19.10 Change of plans.

If at any time during a sabbatical leave a teacher makes a major change in his approved sabbatical without the prior written consent of the Superintendent, salary payments may be discontinued immediately.

§ 19.11 Return after leave.

With his application for sabbatical leave, each teacher must submit a signed, notarized statement agreeing to return to the employment of the District for at least one (1) year for any given summer sabbatical and two (2) years for all others. Such statement shall further include a declaration that if the teacher fails to return to the employment of the District, the teacher shall return all sabbatical salary within six (6) months from the date of his refusal to accept employment. It is understood and agreed that a sabbatical leave shall not be used if the teacher expects to accept gainful employment elsewhere. Such acceptance shall be deemed a resignation.

§ 19.12 Additional sabbatical leave.

Once a teacher has completed a sabbatical leave under the provisions of either §19.4(a) or (b) or §19.8, he must complete another seven (7) years of continuous service before being eligible to apply for another sabbatical leave.

ARTICLE 20 • RIGHTS AND DUTIES RELATED TO LEAVE

§ 20.1 Insurance.

There shall be no payment for health insurance by the District during any parental, adoption or sabbatical leave except in accordance with the Federal Family Medical Leave Act. Every teacher will be given an opportunity to continue participation in the District health insurance programs during the leave of absence. Each teacher shall, however, be required to pay all premiums connected with such coverage and such premiums shall be paid in advance of the month due.

§ 20.2 Deduction of pay.

For each day's absence beyond accumulated sick leave, beyond personal leave, or for any day not approved by the Superintendent as a "leave" day, there shall be deducted from the teacher's salary an equivalent day's pay. Such deduction for absence shall be based on one-twentieth (1/20th) of one (1) month's gross salary covering a ten (10) month school year, or one-two hundredth (1/200th) of the annual contract salary. For the purposes of this paragraph, leave days shall be defined as "a teaching day" or "working day".

§ 20.3 Salary adjustments.

The time such teacher spends on unpaid leave shall not be counted towards continuous service for salary purposes.

§ 20.4 Notification.

Prior to April 1 or November 1 preceding the end of an unpaid leave, such teacher shall notify the Superintendent in writing as to whether or not such teacher intends to return to employment with the District. If a teacher fails to submit said notice within the time frame hereinabove referred to, such failure to submit notice shall be deemed a resignation of such teaching position.

§ 20.5 Return.

A teacher may return to his position before the expiration of such approved leave with the prior approval of the Superintendent.

§ 20.6 Minor adjustments.

The Superintendent is authorized to make minor adjustments to the procedures set forth above for the convenience of the District.

ARTICLE 21 • ASSOCIATION LEAVE

§ 21.1 Association leave.

Designated representatives of the Association shall be granted leave each year to attend to Association business with no loss of pay. The maximum number of days leave granted per year shall be six (6). The Association shall advise the Superintendent at least forty-eight (48) hours in advance of the person(s) using the leave and the date(s) of said leave. Additional days, if requested by the Association, may be granted by the Superintendent if the Association is able to justify the need for said additional days.

ARTICLE 22 • ASSOCIATION PRIVILEGES

§ 22.1 Association meetings.

(a) The Association shall be entitled to hold meetings after school hours on the third Monday of each month. This shall not preclude the District from holding meetings with the teachers at this time under emergency conditions, or after consultation with the Association President or his representative.

(b) The Association shall be allowed one-half (1/2) day for the purpose of orientation of new teachers. Such one-half (1/2) day shall be during the Superintendent's orientation program, prior to the opening of school in September. The Association will be provided with one-half (.5) hour during the opening day of school; *i.e.*, the opening Superintendent's Conference Day, to address all teachers.

§22.2 Release Time for Association President.

The Association President shall receive an uninterrupted period of time of between thirty and forty minutes of daily release time for Association business. The release time will be mutually planned between the principal and the Association President with final approval by the Superintendent. This release time will be scheduled on an annual basis.

ARTICLE 23 • TEACHER EVALUATION

The approved APPR Plan of teachers is a separate document for the contract. It is available at <http://www.nysed.gov/educator-quality/appr-plans> and is incorporated in the agreement by reference.

ARTICLE 24 • PERSONNEL FILES

§ 24.1 One file • right to copy • right to respond.

There shall be only one (1) personnel file on each teacher and teachers will have the right upon request to review the contents of their personnel file and to make copies of any documents therein and also to place in such file a written response to be attached to that which they may choose to respond. This right shall not extend, however, to pre-hire material of a confidential nature received from outside the District or material pertaining to future employment outside the District.

§ 24.2 Negative material.

No material derogatory to a teacher's conduct, service, character or personality will be placed in the personnel file unless the teacher has had the opportunity to review the material. The teacher shall sign the copy to be filed, with the express understanding that the teacher's signature does not indicate agreement with the contents thereof. The teacher will also have the right to submit a written answer to such materials within thirty (30) days and his answer shall be reviewed by the administrator and attached to the file copy.

ARTICLE 25 • RIGHT TO REPRESENTATION

§ 25.1 Representation.

Teachers shall be given the right to representation of his own choosing at any conference or meeting initiated by an administrator if the purpose of the conference or meeting potentially involves unsatisfactory performance or discipline. Nothing contained herein shall be construed to prevent an administrator from having a representative present, provided, however that the administrator shall notify a teacher beforehand if he is to have a representative present.

ARTICLE 26 • VACANCIES/TRANSFERS

§ 26.1 Notification of vacancies.

Whenever any vacancy in a promotional position occurs, or any vacancy as a result of resignation, retirement, death, or a newly created position occurs, it will be publicized by means of a notice posted on the faculty bulletin boards in each school location as far in advance of the date of appointment as reasonably possible. Such postings shall advise interested candidates of the proper procedure to be followed in advising the Superintendent of their desire for consideration.

§ 26.2 Teacher transfers.

When it becomes necessary to reassign staff to a different grade level within a tenure area, the District's principals will inform the teachers of their respective buildings of the open position in order that teachers may voluntarily request a reassignment. It is understood that the assignment of staff to any particular position within the tenure area will involve a consideration of many factors, including but not limited to, experience, competency, meeting District educational goals and objectives, and the needs of the students rather than any one single or overriding consideration such as seniority, permanent certification or tenure.

§ 26.3 Coaching and extracurricular positions.

Coaching and extracurricular positions (*see* Appendices C and D) will be posted (internally) annually and advertised as appropriate. Applications for posted vacancies shall be done in writing and forwarded by the posted deadline to the appropriate supervisor. Preference shall be given to teaching staff as appointments are made; however, ultimately, staffing decisions shall be based on the recommendations of the athletic director or supervisor.

ARTICLE 27 • TEACHER RIGHTS AND RESPONSIBILITIES

§ 27.1 Certification.

It shall be the responsibility of the individual teacher to ensure that he fulfills the necessary requirements for certification.

§ 27.2 Work year.

(a) The work year shall include a one hundred eighty-six (186) day school year to include one hundred eighty-four (184) workdays and two (2) emergency days. At no time will the schedule exceed a total of one hundred eighty-four (184) workdays. Teachers will not be required to make up the first four (4) emergency days used in each year.

(b) Each school year shall contain five (5) half-days inclusive of parent-teacher conferences for the purpose of staff development. The half-days shall be planned by consensus of District Leadership Team.

§ 27.3 Workday.

The workday will be seven (7) hours and twenty-five (25) minutes for secondary and middle school teachers and seven (7) hours and fifteen (15) minutes for elementary school teachers.

§ 27.4 After school mandatory meetings.

Teachers will be expected to attend the following meetings without compensation.

(a) Mandatory meetings, not to exceed twenty (20) per year. Mandatory meetings will begin as soon as possible after student dismissal. Except in an emergency situation, teachers will be provided at least three (3) days notice prior to the meeting. Every effort will be made to ensure that meetings do not exceed one (1) hour in duration.

(b) There will be a maximum of two (2) school-wide events per year at the middle school and high school comprised of any combination of open houses and/ or parent-teacher conferences of approximately two (2) hours duration.

(c) There will be a maximum of three (3) school-wide events per year at the elementary school comprised of any combination of open houses and/ or parent-teacher conferences of approximately two (2) hours duration.

§ 27.5 Committee work.

(a) Tenured teachers will serve on a committee approved by administration once every two (2) school years. In the event that a mandatory meeting and/ or approved committee is scheduled beyond the mandatory twenty (20) meetings per year, as provided under §27.4(a), teachers shall be paid at the rate established by the Elmira Heights Board of Education for their time beyond the contractual school day. Committee meetings will begin as soon as possible after

student dismissal. Every effort will be made to ensure that meetings do not exceed one (1) hour in duration.

(b) At the annual District calendar meeting held prior to the end of the school year, the tentative committee meeting schedules shall be set.

(c) The parties agree that the District may create committees to work on District Initiatives (i.e. MTSS/PLC/SWEL/SBIT/DEIB). The members of these committees may be tasked to:

- Gather and analyze evidence of current levels of student learning;
- Develop strategies and ideas to build on strengths and address weaknesses in that learning;
- Design lessons, common assessments, case studies and units;
- Analyze data to review the implementations and results of those new strategies and lessons;
- Apply new knowledge in the next cycle of continuous improvement;

The District Initiative Committees often meet more than one meeting per month for more than one hour, the district will create an attendance document to improve record keeping such that teachers shall be paid as provided under 27.5(a) teachers shall be paid at the rate established by the Elmira Heights Board of Education for their time beyond the contractual school day.

The Superintendent, the Association's President, and the District Leadership Team shall reduce to writing (a) the purpose, (b) the charge, (c) the procedures that the committee will follow, (d) measurable goals by which the committee will pursue its charge, and (e) the nature of the recommendation expected from the committee.

The committee recommendation shall be by consensus.

A recommendation shall be in accordance with existing Board policies and contractual provisions. If the 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 the Association's President, and once executed, shall be subject to the approval of the Board.

§ 27.6 Secondary teaching load.

When the District operates on a nine (9) period-based schedule, it is the goal of the District to provide a five (5) period teaching day or on average about 230 minutes. In the event that the district assigns 6th teaching period, The District will make every effort to compensate by reducing extra duties.

When the District operates on a ten (10) period-based schedule, it is the goal of the District to provide a six (6) period teaching day or on average about 230 minutes. In the event that the District assigns a 7th teaching period, the district will make every effort to compensate by reducing extra duties. In the event that the District assigns an 8th teaching period, the District will look to further reduce duties.

When a grade level is housed in the middle school and/or follows the middle school model, those teachers will follow the secondary teaching load.

§ 27.7 Preparation time.

The District recognizes the importance of preparation time for its teachers. Preparation time is to be utilized only for class preparation and school related business and/or school related responsibilities. Each teacher shall receive a minimum of one (1) uninterrupted forty (40) minute preparation period per day. The District shall make an attempt to schedule all preparation time within the student contact day.

§ 27.8 Resignation.

Any teacher who wishes to terminate his teaching services with the District shall file a written notice with the Superintendent at least thirty (30) days prior to the date of such termination of services.

§ 27.9 Teachers of special subjects.

Teachers of special subjects shall follow the same policies as regular teachers in the system. They shall look to the supervising principals, who shall consult with the Superintendent, for the organization of their schedule and their responsibilities. They shall be responsible to the principal in whose school they are assigned. They shall, in many instances, work in several schools.

§ 27.10 Extracurricular duties.

All extracurricular duties for which teaching personnel receive a salary stipend shall be performed by said teacher beyond the normal teaching day.

§ 27.11 Academic freedom.

The District acknowledges a teacher's right to explore, present and discuss divergent points of view in the classroom.

§ 27.12 Multiple-school teachers.

(a) Multiple-school teachers are those teachers who may be assigned to teach at more than one (1) school within the District (high school-middle school, high school-elementary school) but have a primary school that is based upon their primary assignment. Multiple-school teachers will have a five (5) period teaching day and one (1) duty. Teachers who must teach more than five (5) classes during any given school year will be compensated an additional one-ninth (1/9th) of their salaries. Effective September 1, 2003, teachers who must teach more than five (5) classes

during any given school year will not have an additional duty so long as all building duties can be covered adequately by the then-existing staff in that building, and they will be compensated an additional stipend of Two Thousand Five Hundred Dollars (\$2,500.00).

(b) Teachers traveling from one instructional class directly to another shall be given a minimum of fifteen (15) minutes of travel time. In all other instances, the teacher shall be given adequate travel time. Multiple-school teachers must attend all open houses and parent-teacher conferences at each school where they teach. Multiple-school teachers will attend, whenever possible, faculty meetings at their primary school. Multiple-school teachers will attend faculty meetings at their secondary assignments depending upon the importance of the meeting as determined by the secondary assignment school administrator.

(c) For those teachers who are assigned to teach at both Cohen Elementary and Cohen Middle School, and as of BEDS day of each school year have a student load of over five hundred and fifty (550) students, they shall receive an additional stipend of One Hundred Dollars (\$100.00) per student for each student over five hundred and fifty (550). "Student load" is defined, for the purposes of this section, as the number of students for which a teacher must complete report cards. Said stipend shall commence in the 2002 school year upon ratification and thereafter on the second (2nd) pay period following BEDS day. It shall not exceed Two Thousand Five Hundred dollars (\$2,500.00) in any given school year. Teachers who are assigned to teach at both Cohen Elementary and Cohen Middle School must attend all open houses and parent-teacher conferences at each school where they teach. These teachers will attend, whenever possible, faculty meetings at their primary school. They will attend faculty meetings at their secondary assignments depending upon the importance of the meeting as determined by the secondary assignment school administrator.

§ 27.13 Substitute coverage.

In the event that a teacher voluntarily agrees to assume the role of substitute for an absent teacher, and this coverage results so that the teacher does not receive the preparation time referenced in § 27.7 or duty-free lunch, said teacher will be compensated at the rate of Forty Dollars (\$40.00) for a missed preparation time or duty free lunch while acting as substitute.

§ 27.14 Special Education.

(a) For the specific purpose of preparing, writing and/or editing individual education program ("IEP"), a special education teacher may request additional release time, up to three (3) times per year, from their building principal. Requests may be made in half or full day increments. All requests must be made in writing at least three (3) school days in advance. Building principals will evaluate each request and grant requests on a case-by-case basis.

ARTICLE 28 • DISTRICT AND ASSOCIATION RIGHTS

§ 28.1 Rights reserved.

The District and the Association herein reserve unto themselves, respectively, all rights provided by Law subject only to the limitations imposed by this Agreement.

ARTICLE 29 • RETIREMENT

§ 29.1 Retirement incentive.

Any teacher who retires and who meets the following eligibility requirements shall be paid a lump sum of \$20,000:

(a) For those retirees who were in the employ of the District as of June 30, 2012, the teacher must have at least ten (10) years of service, not necessarily continuous, with the District.

(b) For those retirees who are hired as of July 1, 2012, and thereafter, the teacher must have at least fifteen (15) years of service, not necessarily continuous, with the District.

(c) Retire during the school year in which they first become eligible to retire without diminished benefits based upon their respective retirement system tier.

(d) Provide the District with notification of the teacher's intent to utilize the benefit no later than ninety (90) days before the effective date of retirement in the school year in which the teacher is first eligible.

§ 29.2 Health insurance.

See § 9.10.

§ 29.3 Credit for sick leave.

Upon retirement from the District, if a teacher has accumulated between one hundred seventy-six (176) and two hundred (200) sick days, the teacher shall receive a credit equal to eighty dollars (\$80.00) for each accumulated sick day. Upon retirement, if a teacher has accumulated between one hundred twenty-six (126) and one hundred seventy-five (175) sick days, the teacher shall receive a credit equal to Fifty Dollars (\$50.00) for each accumulated sick day. Upon retirement, if a teacher has accumulated between one (1) and one hundred twenty-five (125) sick days, the teacher shall receive a credit equal to Forty Dollars (\$40.00) for each accumulated sick day. The credit for unused sick days shall be used to offset the retiree's share of health insurance premiums until said credit is exhausted. If a teacher elects not to take health insurance, that amount shall be placed in to a tax-deferred 403-b Discriminatory Plan account within thirty (30) days of retirement from the Elmira Heights Central School District.

§ 29.4 403-b Discriminatory Plan.

The District will establish a 403-b Discriminatory Plan for the lump sum payments provided to teachers in **Retirement incentive.** § 29.1 ("Retirement Incentive"), § 29.3 ("Credit for sick leave").

ARTICLE 30 • COMPREHENSIVE SCHOOL IMPROVEMENT

§ 30.1 Purpose.

The District and the Association agree that programs which provide increased opportunities for teacher involvement in decision making processes can foster the exchange of ideas and information desirable for effective professional practices and for the improvement of the educational process for students. Therefore, a District Leadership Team will function in accordance with the following general outline.

§ 30.2 Team member selection and composition.

(a) Participation will be voluntary.

(b) The District Leadership Team shall be composed of teachers selected by the Association, administrators, support staff selected by their Association, the superintendent of schools, members of the Board of Education selected by the Board, parents and representatives of business and industry selected by the team and representatives of other groups as needed.

§ 30.3 Funding and training.

(a) The District will provide a budget for the use of each School Improvement Team to function.

(b) Training for team members will be provided by the District in accordance with the identified needs of each team.

§ 30.4 Team functions and procedures.

(a) The teams will use the consensus model for all operations.

(b) Each team will establish its own rules of procedure.

(c) This Agreement will remain in full force and effect and will have full application to all teachers. Any aspect of a proposed team action or activity that affects a change in a term or condition of employment of a teacher will not be implemented without first obtaining a waiver from the Association. If such a waiver is obtained, this Agreement or other term or condition of employment affected will be deemed modified for those employees at the affected building and only to the extent necessary to implement the decision.

(d) Before any proposal on a mandatory subject of bargaining at a building level can be implemented, at least two-thirds (2/3) of the teachers in the building must have approved of the proposal. The Building Level Team will obtain documented advisory feedback on any proposal on a non-mandatory subject of bargaining.

§ 30.5 Reimbursement.

To the extent possible, team meetings will occur during the teacher workday with release time provided by the District. If meetings are held during the summer or extend more than one (1) hour beyond the regular workday, team members will be reimbursed at the GST BOCES regional in-service rate. Prior District approval is required for such compensation.

ARTICLE 31 • GENERAL PROVISIONS

§ 31.1 Reprisals.

There will be no reprisals of any kind taken against any teacher by reason of such teacher's membership or non-membership in the Association, or participation or non-participation in any of its activities by either of the parties of this Agreement. All appropriate rights and remedies available to the parties under or consistent with the law are nonetheless fully preserved to and received by the parties as regards improper or prohibited practice.

§ 31.2 Extent of agreement.

This Agreement constitutes the full and complete agreement of the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be opened on any item, whether contained herein or not, during the life of this Agreement except through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. This provision shall not affect negotiations on any subsequent agreement.

§ 31.3 Savings clause.

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

§ 31.4 Legislative approval.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

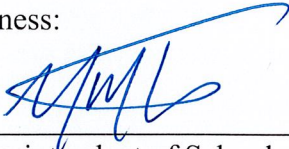
ARTICLE 32 • DURATION

§ 32.1 Terms of Agreement.

Except as otherwise provided herein, the terms of this Agreement shall take effect on July 1, 2024, and shall continue in full force and effect until June 30, 2027.

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

Witness:



Superintendent of Schools
Elmira Heights Central School District

8/22/2024

Date



President
Elmira Heights Teachers Association

8/22/2024

Date

APPENDIX A – GRIEVANCE FORM

The following grievance is submitted in accordance with the current agreement between the Elmira Heights Central School District and the Elmira Heights Teachers’ Association.

1. Aggrieved Party: _____

2. Position: _____

3. Article violated: _____

4. Time and date grievance occurred: _____

5. Place where the alleged events or conditions constituting the grievance existed: _____

6. If known, the identity of the person or persons responsible for causing such events or conditions:

7. General statement of the grievance: _____

8. Redress desired: _____

DATE

SIGNATURE OF AGGRIEVED PARTY

APPENDIX B – SALARY SCHEDULES

Step	Years	2024 - 2025	2025 - 2026	2026-2027
1	1	\$46,597	\$47,703	\$48,777
2	2	\$48,516	\$48,810	\$49,850
3	3	\$48,907	\$50,821	\$51,006
4	4	\$49,300	\$51,230	\$53,108
5	5	\$49,989	\$51,642	\$53,535
6	6	\$50,083	\$52,363	\$53,966
7	7	\$50,177	\$52,462	\$54,719
8	8	\$50,270	\$52,560	\$54,822
9	9	\$50,523	\$52,658	\$54,925
10	10	\$51,289	\$52,922	\$55,027
11	11	\$52,725	\$53,725	\$55,304
12	12	\$54,161	\$55,230	\$56,142
13	13	\$55,597	\$56,734	\$57,715
14	14	\$57,033	\$58,238	\$59,287
15	15	\$58,470	\$59,742	\$60,859
16	16	\$59,906	\$61,247	\$62,430
17	17	\$61,342	\$62,751	\$64,003
18	18	\$62,777	\$64,255	\$65,575
19	19	\$64,214	\$65,759	\$67,147
20	20	\$65,650	\$67,264	\$68,718

ADD

Credit Hours: Seventy-Four Dollars (\$74.00) per credit hour for the first thirty-six (36) hours.
 Forty-Five Dollars (\$45.00) per credit hour beyond thirty-six (36) hours.

Longevity: Effective July 1, 2024 and each year thereafter, each teacher who is off-step of the salary schedule shall receive \$1750 and four and one-half percent (4.5%) increase added to the base salary as part of his permanent salary.

Effective June 30, 2025 and each year thereafter, each teacher who is off-step of the salary schedule shall receive a four and three quarters percent (4.75%) increase added to the base salary as part of his permanent salary.

Effective June 30, 2026, and each year thereafter, each teacher who is off-step shall receive a four and one-half percent (4.5%) increase added to the base salary, as part of his permanent salary.

APPENDIX C – COACHING SALARY SCHEDULE

SPORT	VARSITY				ASSISTANT/JUNIOR VARSITY				MODIFIED			
	LEVEL				LEVEL				LEVEL			
	1	2	3	4	1	2	3	4	1	2	3	4
Football Wrestling Boys/Girls Basketball	10.6%	12.2%	13.8%	14.8%	7.0%	7.7%	8.3%	9.1%	5.2%	5.3%	5.4%	5.5%
Baseball Boys Swimming Girls Track Boys Track Softball Girls Swimming Volleyball Soccer	9.9%	10.6%	11.0%	12.0%	6.7%	6.8%	6.9%	7.0%	5.2%	5.3%	5.4%	5.5%
Golf Tennis Cross Country	6.5%	6.8%	7.5%	8.3%	4.8%	5.0	5.4%	5.9%	3.9%	4.1%	4.4%	4.8%
Cheerleading (Fall) Cheerleading (Winter) Bowling	5.4%	5.7%	6.0%	6.8%								

Level 1 – First year

Level 2 – Second year thru fifth year

Level 3 – Sixth year thru fourteenth year

Level 4 – Fifteenth year and beyond

All percentages are to be multiplied by the base (entry-level) salary.

APPENDIX D – EXTRACURRICULAR SALARY SCHEDULE

EXTRACURRICULAR DUTY	LEVEL			
	1	2	3	4
	8th Grade Class Advisor Freshman Class Advisor Sophomore Class Advisor	4.2%	4.3%	4.4%
Junior Class Advisor Senior Class Advisor	7.6%	7.7%	7.8%	8.6%
Yearbook Advisor	8.7%	8.8%	8.9%	9.8%
Photographer Marching Band/Pep Band Student Council 9-12	5.8%	5.9%	6.0%	6.6%
Builders' Club Color Guard Key Club Student Council 6-8 Weightlifting Advisor Junior Rotarians Dramatics (1) Dramatics (2)	4.2%	4.3%	4.4%	4.8%
Middle School Store Advisor Middle School Yearbook Advisor National Honor Society National Junior Honor Society Newspaper Yearbook Financial Advisor	2.6%	2.7%	2.8%	3.1%

Level 1 – First year

Level 2 – Second year thru fifth year

Level 3 – Sixth year thru fourteenth year

Level 4 – Fifteenth year and beyond

All percentages are to be multiplied by the base (entry-level) salary.

MEMORANDUM OF UNDERSTANDING

It is agreed by and between the Elmira Heights Teachers Association (Association) and the Superintendent of Schools, Elmira Heights Central School District (District), that the terms of the 1991- 1994 agreement between the Association and the District will continue in full force and effect from July 1, 1994, through June 30, 1999 except as hereinafter set forth:

(1) The Teacher Handbook will be modified by adding thereto the following sentence: “Teachers are expected to use common sense in wearing appropriate attire for teaching and other school functions.”

(2) Although it will not appear in the agreement, the superintendent will notify each building administrator, with copies to central office administrators, to add to the teacher handbook the following: “It is understood that there is a chain of command for administrator/ parent/ teacher meetings. The parent and teacher are expected to meet together first; if there is no solution to a matter, an administrator will be invited to participate in a discussion of the matter. If a teacher is asked to attend a meeting that involves a student and/ or a parent/ administrator, the administrator will discretely advise the teacher who will be present at the meeting and the matter to be discussed.”