## Contract Database Metadata Elements

**Title:**  
Elizabethtown Lewis Central School District and Elizabethtown Lewis Teachers Association, NYSUT, AFT, AFL-CIO, Local 2634 (2008)

**Employer Name:** Elizabethtown Lewis Central School District

**Union:** Elizabethtown Lewis Teachers Association, NYSUT, AFT, AFL-CIO

**Local:** Local 2634

**Effective Date:** 07/01/08

**Expiration Date:** 06/30/10

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For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
AGREEMENT
BETWEEN

ELIZABETHTOWN LEWIS CENTRAL SCHOOL DISTRICT

AND

ELIZABETHTOWN LEWIS TEACHERS' ASSOCIATION
LOCAL 2634, NYSUT, AFT, AFL-CIO

JULY 1, 2008 – JUNE 30, 2010

The following constitutes all the modifications agreed to by and between the Elizabethtown-Lewis Central School District and the Elizabethtown-Lewis Central Teachers' Association, NYSUT, AFT, AFL-CIO, for modification of the July 1, 2005 to June 30, 2008 Collective Bargaining Agreement by and between the parties.

Language not addressed in this document remains unchanged.

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AGREEMENT made effective the first day of July 1, 2008 between the Elizabethtown Lewis Central School District by the Superintendent of the Elizabethtown Lewis Central School District and the Elizabethtown Lewis Central School Teachers' Association (hereinafter referred to as the "Association") in pursuance of the Public Employees' Fair Employment Act (being Article 14 of the Civil Service Law as enacted by Chapter 392 of the Law of 1967), as follows:

STIPULATION

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

ARTICLE I

RECOGNITION

A. The Board of Education recognizes that the Association represents the majority of full time and part time certified classroom teachers, guidance counselor(s), and teaching assistants employed in the district, and, therefore, recognizes the Association as the exclusive negotiating agent for the full time and part time certified classroom teachers, guidance counselor(s), and teaching assistants employed by the district, except the Superintendent, Principal and the Vice Principal.

B. Part time teachers presently employed in the district will maintain their present benefits. The benefits of additional part time teachers hired by the district effective September, 1979 or thereafter shall be prorated proportionately to the work load of full time teachers.

C. In the event of a challenge to the representation rights of the Association, the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.
ARTICLE II

PAYROLL DEDUCTIONS

A. The Board of Education will deduct from the salaries of its teachers dues for the Elizabethtown Lewis Central School Teachers' Association, as well as for the Association's state and national affiliates, or any one or any combination of such organizations as said teachers individually and voluntarily shall authorize the Board to deduct. Teacher authorization for dues deductions shall be in writing and the authority to deduct dues shall remain in full force and effect for all purposes while a teacher is employed in the school system or until it is revoked by the teacher.

B. Deductions will be made in the following manner: Total certified annual membership dues for those designated organizations shall be deducted in sixteen equal installments commencing with the first pay period in October.

C. The Board will, following each pay period from which dues deductions are made, transmit the amount so deducted to the Treasurer of the local Teachers' Association. The first and final transmittal shall be accompanied by a listing of the teachers for whom deductions have been made and the amount deducted for each.

D. Upon a teacher's signed request in a form approved by the Board, deductions will be arranged for the purpose of tax sheltered annuities.

ARTICLE III

JOINT STUDY GROUP

A. A Joint Study Group, composed of at least two teachers, two representatives of the Board and one Administrator, may meet as necessary. The function of the Group is not negotiating or policy making, but only discussion of school matters of mutual concern as a means of avoiding misunderstanding and maintaining liaison between teaching, administrative and board functions of the school.
ARTICLE IV
CREDIT FOR PRIOR SERVICE AND ACCUMULATED SICK LEAVE

A. With respect to new teachers who shall hereafter become employed by this district, salary or salary step credit for previous teaching experience outside of this district may be allowed as follows: one year credit for each year's experience in the same teaching field or area as here not to exceed five (5) years' credit. The Board, in its discretion, may grant additional credit for up to five additional years of such teaching experience. No credit under the Article shall be retroactive for any teacher now employed by this district. (Also, see Article XVI.E.).

B. A teacher returning from a leave of absence shall retain his/her full credit for years of service in this district held prior to the leave and shall also retain his/her unused sick leave accumulated prior to the leave of absence.

C. At the discretion of the Board, up to three years may be granted on the salary schedule to a newly employed teacher for prior active military service.

ARTICLE V
TEACHER ASSIGNMENT, PROMOTION AND TRANSFER

A. Anticipated openings for filling existing vacancies in teaching positions or promotions carrying a salary differential or for teaching duties carrying a salary differential or for teaching duties carrying extra compensation (including adult education, summer school and extracurricular services) will be posted for the information of the teaching staff. Applications from any teacher employed by the district will be carefully considered by the Superintendent and the Board.

B. In any transfer or assignment of a teacher between buildings, or fields of teaching, the teacher affected will be consulted in advance and his/her recommendation will be carefully considered.
ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. In addition to a thirty (30) minute duty free lunch, each teacher shall have preparation time as follows:

1. Elementary Level
   a. Teachers will have at least five (5) preparation periods, of a duration equal to that of the Secondary periods, per normal week. An effort will be made by the Administration to schedule the five (5) weekly preparation periods so that each teacher will have one (1) preparation period per day.
   b. Additional preparation periods may be scheduled for the purpose of common planning time and/or consultant teacher planning time.
   c. Prior to any global changes of the elementary schedules, the parties will discuss the proposed changes.

2. Secondary Level
   a. Under a ten (10) period day, teachers at the secondary level shall have a daily load of up to six (6) class periods of instruction, a lunch period and at least one (1) preparation period. Duties may be assigned for other than the above periods.
   b. Additional preparation periods may be scheduled for the purpose of common planning time and/or consultant teacher planning time.
   c. Prior to any global changes of the secondary schedules, the parties will discuss the proposed changes.

3. Schedules
   a. Preliminary schedules (for the next school year) will be prepared by the District and given to the Association at the final June faculty meeting. The Association will provide feedback concerning scheduling inconsistencies and/or contractual issues to the District by or on July 15. The final schedule for the one hundred eighty (180) day school year (required by NYS Commissioner of Education Regulations) will be sent to all bargaining unit members on or about August 1st.

B. It is recognized as being desirable that a special teacher working with a class shall, as far as practicable under the existing circumstances, be responsible for discipline problems in the class during the special teacher’s program.
C. Except for faculty meetings, the teacher and teaching assistant work day shall not exceed seven (7) hours. This limitation shall not apply to extracurricular assignments.

1. Faculty meetings
   a. Except as noted in subdivision “e” of this section, faculty meetings for the upcoming school year will be scheduled by the Superintendent in August.
   b. All faculty meetings will be scheduled on a given day and will commence within fifteen (15) minutes after the final dismissal bell.
   c. The maximum number of faculty meetings where attendance is required will be limited to fifteen (15) per school year. Beyond that number, attendance will be voluntary.
   d. Faculty meetings will be of a reasonable length of time. Teachers and teaching assistants can voluntarily remain if the meeting extends beyond one (1) hour.
   e. Emergency meetings and the rescheduling of scheduled meetings will be done by mutual agreement of the Superintendent and the Association President(s).

D. Teachers will be required to submit three (3) sets of emergency lesson plans at the start of each school year. Teaching assistants will be required to have a daily schedule with important documents prepared for a substitute. These emergency plans are to be replaced as they are used.

ARTICLE VII
CLASS SIZE

A. The maximum guidelines recommended by the State Education Department as to size of classes and pupil loads will be carefully considered by the Administrator and the Board. Teachers who shall have classes exceeding such maximum guidelines will be consulted, and their recommendations will be carefully considered.

ARTICLE VIII
TEXTBOOKS AND WORKBOOKS

A. In the selection or change of textbooks and workbooks, the Superintendent will consult with the teachers concerned. Their recommendations on such matters will be carefully considered by the Superintendent and Board. All reasonable efforts will be made to have new textbooks and workbooks available for the teacher’s use by September first.
ARTICLE IX

TEACHERS’ MATERIALS, SUPPLIES, AND EQUIPMENT

A. The Board agrees that it will provide sufficient supplies so that teachers may fulfill their teaching responsibilities in an adequate and professional manner. If necessity demands that a cut be made in a teacher’s requisition, that teacher will be told in writing the dollar amount to be cut, and the teacher will have the responsibility for making item cuts. If the Superintendent wishes to change any of the item cuts, he/she will submit written reasons for the changes to the teacher and the Board and, if the teacher so desires, a hearing will be held, with all three parties present, and the decision of the Board to be final.

ARTICLE X

TEACHER EVALUATION

A. The Superintendent recognizes his/her obligation to give all non tenured teachers reasonable opportunity to develop into useful and productive teachers.

B. Formal evaluation of teachers and their work is to be the responsibility of the Administration and will be done only by the Superintendent and other professional personnel deemed competent by the Superintendent and the Board.

C. All formal evaluations shall be in written form.

D. All non tenured teachers will receive at least two (2) formal evaluations during the first year of probationary appointment, and at least one (1) formal evaluation for each remaining year of his/her probationary appointment.

E. The evaluator will review and discuss each formal evaluation with the teacher evaluated as soon as possible. A teacher shall have the right to review his/her personnel file by arrangement with the Superintendent who will be present at the time of review. The teacher shall have the right to have a person so designated by the teacher present at such time. The Superintendent will provide a teacher with a copy of all insertions into his/her file relative to his/her professional performance. The teacher shall have the right to respond in writing to any such insertion relative to his/her professional performance and have such response inserted into his/her file.

F. With the approval of the bargaining unit member involved, the Association will be notified as soon as practicable, of the dismissal or suspension of any non tenured bargaining unit member for reasons other than routine, adverse evaluations.
G. Any non tenured bargaining unit member who receives a written notice of intention not to rehire shall have the right, upon written request, to a conference on the decision with the Superintendent. In any case, a bargaining unit member who will not be rehired, or who is not to be recommended for tenure will be informed by the Superintendent no later than April 30th.

H. No tenured bargaining unit member will be dismissed without cause (said cause not intending to include reduction in staff).

ARTICLE XI

LEAVES

A. Sick Leave

1. Each bargaining unit member will be granted fifteen (15) paid leave days per year to be used for personal illness or medical appointments and/or illness or medical appointments of a person in a spousal relationship, parent, or child(ren), provided, however, that the necessity for any such absence shall be satisfactorily shown to the Board or Superintendent upon request, by a doctor’s certificate or otherwise as may be required. The full complement of days shall be granted at the beginning of each school year.

2. The maximum accumulation of sick leave days from one year to the next shall be one hundred ninety (190) days. Newly granted sick leave shall be added on to the bargaining unit member’s accumulation at the beginning of the school year. A statement of accumulated sick leave as of June 30th will be furnished to each bargaining unit member at the beginning of the school year.

3. If a teacher for any reason shall not complete his/her teaching duties for the full school year, then and in that event, any sick leave used by him/her during such school year shall be adjusted and reduced proportionately so that only one and one half (1 1/2) days of the annual sick leave above provided for such school year is allowed with pay for each whole month (of the total ten months) of completed teaching service.

4. Subject to the stipulation and limitation that this section can only be invoked in the event that a bargaining unit member has exhausted his/her accrued sick leave and is still unable to return to work due to a serious illness or disability, as certified by a physician; on a case by case basis, members of the teacher bargaining unit may donate sick day(s) to the affected bargaining unit member. The Association will solicit the donation(s) from the bargaining unit members and shall notify the Superintendent of the donor and the number of day(s) that have been donated. Such reporting will be signed by the donor and will be accrued to the affected bargaining unit member. No bargaining unit member will receive more than ninety (90) donated days per three (3) year period. The three year period will begin on the date the first donated day is utilized. It is expressly understood that any determinations to invoke this section are the sole prerogative of the Association and not the District.
5. For purposes of clarification, the full fifteen (15) paid leave days granted, specified in Article XI (A) of the Collective Bargaining Agreement, shall be posted, even if such posting results in any employee having an accumulation in excess of 190 days. The total accumulation of sick leave days passed from one year to the next shall remain at 190 days.

B. Personal Leave

1. Two days of leave may be used each year for the transaction of important business by the teacher or for personal reasons of the teacher. Such personal days will not be subject to the approval of the Superintendent, but he/she shall be notified at least twenty four (24) hours in advance. If a teacher needs additional for the transaction of important business or for personal reasons, one such day will be granted, this day will be deducted from the sick leave in section A above. If the additional day is used, it will be counted as a half day under the provisions in Article XVI .O. of this agreement. Notwithstanding the availability of leave days under Section B of this Article, the limit on the number of requests for use of Personal Leave on any day that shall be honored by the District shall not exceed four (4) requests.

2. One personal leave day, per year, may be accumulated as personal leave. The total number of personal days, per year, shall not exceed three days plus an additional day deducted from sick leave.

3. No such leave days will be allowed with pay for the transaction of personal business immediately preceding or following vacation periods, except with the prior permission of the Superintendent.

C. Bereavement Leave

1. Three (3) days of paid leave shall be granted per occurrence for the death of a person in a spousal relationship, child, parent, sibling, parent-in-law or grandparent. Days absent will not be charged to sick or personal leave.

2. Three (3) days of paid leave shall be granted per occurrence for death of other individuals not specified in C. 1 above. Such days shall be deducted from the bargaining unit member’s sick leave.

D. Child Bearing Leave

1. Disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are for all job related purposes, temporary disabilities and are to be treated as such under the sick leave provisions of this agreement.

E. Child Rearing Leave

1. Upon request of the bargaining unit member and after the birth or adoption of a child, a bargaining unit member shall be granted a child rearing leave.
2. The bargaining unit member is encouraged to apply for the leave at least three (3) months prior to the anticipated start of such leave.

3. The leave shall be granted for up to one (1) calendar year per child. Termination of a Child Rearing Leave may reflect a time reasonably calculated to provide for continuity of instruction, such as a ten week marking period or the end of a vacation period. The Board, at its discretion, may extend such leave for a period of up to one (1) additional year.

F. Leave for Extended Illness

1. In the event a bargaining unit member has exhausted his/her available sick leave, upon application to the Superintendent and upon medical verification, the bargaining unit member will be entitled to an unpaid leave of absence for the period of disability up to a maximum period of one (1) calendar year.

2. During the period of the leave of absence, seniority and benefits will not accrue.

3. The leave will conclude either after one (1) calendar year or upon certification by a physician that the bargaining unit member is capable of resuming his/her full duties.

G. Conference Leave

1. A teacher may attend professional conferences in his/her teaching area, with no deduction from salary, at the discretion of the Board, provided that such teacher shall have received prior approval thereof from the Superintendent. The normal actual expenses paid for attendance at such conferences will be reimbursed to the teacher by the Board upon presentation of proper receipts and vouchers. In addition, necessary travel to and from the conference in a teacher's own car will be reimbursed to the teacher at the current maximum allowable I.R.S. rate for mileage.

2. Each teacher attending such a professional conference will present a report on that conference either orally or in writing, after consultation with the administration.

Educational Leave

1. The Board, upon request of a teacher, may grant a leave of absence, without pay, for educational purposes. Normally, such leave will not exceed one (1) year. However, an additional period of such leave, not to exceed one (1) additional year, may be agreed upon by the Board and the teacher.

2. Teachers will advance on the salary schedule both in step and in graduate hours for time spent on educational leave.

3. No more than one (1) teacher will be granted such educational leave in any given school year.
H. Sabbatical Leave

In the event an Association member and the District agree there is a mutual benefit, an Association member may request partial or full compensation for the duration of a sabbatical leave. To ensure that the District derives its share of the benefit, an agreement will be developed whereby the Association member guarantees to work for an agreed upon period of time following the conclusion of the sabbatical leave. The terms of this agreement will be developed on a case by case basis.

Sabbatical leave will be considered for Association members under the following conditions:

1. The Association member submits a written application at least 6 months before the beginning of the school year with a detailed plan of how the leave will be spent and how it will benefit the District.

2. The Association member must submit a written statement in which the Association member agrees that the leave will not be used for the purpose of outside employment.

3. The District and the Association member, with an Association Representative designated by the Association, will develop an agreement whereby the Association member guarantees that he/she will work for an agreed upon period of time following the conclusion of the leave. The terms of this agreement will be developed on a case by case basis and shall include, but not be limited to, the length of the sabbatical leave, the level of compensation and benefits, and how long the Association member must remain in the employment of the District, after completion of the leave. The terms of this agreement shall be reduced to writing and shall be signed by the parties. If the obligation of the agreement is not fulfilled, the teacher must agree to reimburse the District for all compensation and benefits received during the leave.

4. The District reserves the right to accept or reject all applications for sabbatical leave based on the District’s ability to pay for such leave and the availability of qualified substitutes.

I. Association Leave

1. Up to two (2) days of leave per year will be granted for an Association Representative to attend the New York State United Teachers Representative Assembly.

2. The president of the Association, or his/her designee, shall have two (2) days of leave per year granted for attendance at the Committee of 100.

J. In Service Visitation

1. Teachers may attend educational conferences or visitations to other school districts, upon prior approval of the Superintendent.
ARTICLE XII
NON TEACHING DUTIES

A. The recommendations of teachers with respect to their non teaching duties will be carefully consid­
ered by the Superintendent. Full time teachers will be relieved from making the entries on the per­
manent pupil records and from maintaining attendance registers, but will continue to collect monies
in the same manner as at present.

B. Feasibility and staffing for duties shall be discussed, on an annual basis, by a committee of teach­
ers and administrators. The committee will consist of two teachers appointed by the ELTA and two
administrators.

C. The district shall consider the teaching load and preparation periods when assigning non-teaching
duties. Unit members may provide the administration with a written statement of preference of non­
teaching duty assignment by March 1 of the preceding school year.

ARTICLE XIII
SUBSTITUTE TEACHERS

A. Normally no full time teacher will be used as a substitute for an absent teacher except in an emer­
gency situation, i.e., late notification of illness by a teacher, or a teacher leaving during the school
day. In such situations, the District will make every effort to secure a qualified substitute. During the
interim, a regular employed teacher or teachers may be asked to take the class(es) of the absent
teacher.

B. Securing substitutes for the following will be discretionary: Guidance, Industrial Arts, Music, Driver
Education, Health, School Psychologist, Speech and Corrective Education.

C. After consultation with teacher(s) of Physical Education, the District will determine whether or not a
substitute should be secured.

D. The parties understand that the language in Sections A, B, and C above is based on the District’s
personnel attendance records for the 1983-84 and 1984-85 school years and is an attempt to reflect
the practice of the District during that time.
ARTICLE XIV

INSURANCE

A. The health insurance policy presently in effect through the Board of Education shall continue for the term of this agreement unless changed through amending negotiations or mutual consent of the parties involved. Such health insurance coverage is not automatic with the insurer; therefore, each individual must make appropriate application as required for such coverage through the Superintendent's office.

B. Bargaining Unit Members who elect health insurance coverage through the district shall contribute in the following manner:

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C. Effective 7/1/96, the IRS 125 Plan shall be implemented.

D. Retiree Health Insurance: Employees hired after 7/1/95 shall contribute the same as active employees at the time of their retirement. The district shall provide 100% coverage of Health Insurance premiums for current retirees and current employees upon retirement.

ARTICLE XV

EXTRACURRICULAR DUTIES

A. The Superintendent will endeavor to reasonably rotate the compensated extracurricular duties among those individuals qualified under New York State Education Department regulations who may apply for such work. The Superintendent will also endeavor, within his/her discretion and after consideration of all attendant circumstances of each teacher, to reasonably rotate and share uncompensated extracurricular duties among all available teachers. (See Article XVI for compensated extracurricular duties).

B. A committee comprised of District and Association representatives shall convene during the 1995-1996 school year to jointly develop job descriptions for extracurricular positions. Upon completion, such job descriptions shall be subject to ratification of both parties.

C. Applications by unit members for all compensated extracurricular duties must be received on or before the third (3rd) Monday in May of the preceding school year. The District will act on the extracurricular applications by the next Board meeting following the above stated deadline.
ARTICLE XVI

TEACHERS' SALARIES AND OTHER COMPENSATIONS

A. The salary schedule for 2008-09 is set forth as Appendix A.

B. The salary schedule for 2009-10 is set forth as Appendix B.

C. All differentials including Masters degree are demonstrated on the salary schedules.

D. All work performed outside of the regular school year at the district's request, which is not addressed in this agreement, shall be compensated at a rate of 1/200th of the employee's contractual salary.

E. "Recognized teaching service" shall mean

"The number of regular full school years which a teacher has taught in this school district, together with the number of regular full school years of teaching service in schools outside of this school district for which such teacher was given credit on the salary schedule when such teacher was first employed by this district" (See Article IV, Credit for Prior Service)

F. The extracurricular duties listed below shall be compensated as shown (in addition to a teacher's regular salary):
# EXTRACURRICULAR SCHEDULE

## 2008-2009

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## 2009-2010

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Coaches on Step 8 during the 2007-2008 season will receive a 4% increase for the 2008-2009 season and a 4.0% increase for the 2009-2010 season.
EXTRACURRICULAR SCHEDULE, CONT.

 ADVISORSHIPS

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<tr>
<td>Tutoring</td>
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H. Class advisors will be expected to chaperone the activities of their respective classes with no additional compensation therefore.

I. Credit for previous teaching experience is provided for in Article IV.

J. The general policy of the Board is to employ only certified teachers (that is, teachers who have fulfilled the New York State Teachers Certification requirements). Only certified teachers shall receive credit for graduate hours in the appended salary schedule(s) (that is, any teacher who is not certified shall remain in the column entitled B unless the Board of Education shall, upon written application therefore by such teacher concerned, otherwise determine). The graduate courses completed by a teacher hereafter shall not be credited to, nor recognized as a part of, the required credit hours in the salary schedule above unless the written approval of such courses shall have been granted by the Board of Education. College courses, in order to be considered for such Board approval, must fall within one (1) or more of the following guidelines:
1. Leads toward permanent certification
2. Leads to a specific degree program
3. Is in the general education field, such as guidance, psychology, supervision, administration, or pertains to the applicant's field of teaching; i.e., library science, health, industrial arts, home economics, etc.
4. Is in the applicant's general tenure area
5. Is recommended by the Superintendent

K. 1. Salary adjustments for credit for completed graduate courses will be made and become effective only on the first week of school in September, provided that a written request by a teacher concerned for such credit and a college transcript or certificate showing satisfactory completion of such courses, has been submitted to the Board by October 1.

2. Being in an educational environment, the District encourages all bargaining unit members to continually improve their abilities and horizons. To that end, the District may require justification(s) should the unit members fail to demonstrably show that they have not made said improvements.

L. As a general policy, it is recognized as being desirable that all teachers' salaries shall be in accordance with the proper steps (as determined by degree and credit for graduate hours and previous experience) on the salary schedule in effect. It is also recognized that, due to the scarcity of teachers in a particular subject area from time to time or to other circumstances, the Board may find it necessary or advisable in its discretion to hire a teacher at a salary higher than the appropriate proper step on the effective salary schedule.

M. As a general policy, the Board will endeavor, whenever practicable to do so, to have a teacher's salary on the appropriate proper step on the salary schedule by the fifth year of service of such teacher.

N. Salaries will be paid in twenty-one (21) or twenty-six (26) equal installments, every other Friday. Those unit members who elect to be paid in twenty-six (26) installments will receive five installments in the final June check. If any payday falls during a vacation, then payday will be the last working day prior to this vacation. A unit member must indicate a change in his or her installment election by the first Friday of the school year.

O. Compensation for unused cumulative sick days

1. At the end of each school year, and subject to the following stipulations, limitations and provisions of this section, teachers will receive a benefit according to the following schedules and conditions:

   a. For each unused cumulative sick day or in half day portions thereof over twelve (12) cumulative days up to a maximum of three (3) days, a teacher will be entitled to receive a benefit of one two hundredths (1/200ths) of his/her current teaching salary.
2. To be eligible for this benefit at the end of each school year, a teacher must meet the following criteria and stipulations:
   a. On the last day of teacher attendance in a school year, the teacher must have accumulated more than twelve (12) days in accordance with Article XI.A.2 for that school year.
   b. The teacher must in writing notify the District on or before the last day of teacher attendance in a school year of his/her participation in this benefit.
   c. The teacher must have been an active employee for the entire school year.

3. For the purpose of this section, the following limitations and definitions apply:
   a. No teacher will be entitled to receive a benefit unless all eligibility requirements as stipulated in this section are met.
   b. Any days for which a teacher receives a benefit will not become part of the accumulated days for successive year(s).
   c. In the event that any eligible teacher elects not to receive this benefit, Article XI.A.2 will apply.
   d. Any applicable benefit will be computed on the last day of teacher attendance for that school year.
   e. The eligible teacher will receive the benefit by mail postmarked within ten (10) working days after the last day of teacher attendance.

P. The guidance counselor will be paid in accordance with the teachers' salary schedule and will receive 1/200th for each day he is required to work in excess of the teacher work year.
ARTICLE XVII

GRIEVANCE PROCEDURE

A. The purpose of these procedures is to provide a means for orderly settlement of grievances of teachers in an informal manner whenever possible and otherwise by formal procedures as stated below. The resolution of a grievance as early as possible is desirable.

B. Definitions

1. A grievance is a complaint by a teacher or by the Association of an alleged violation of any of the terms and provisions of this Agreement. An aggrieved teacher is a teacher who submits a grievance.

C. Basic Principals

1. Before submission of a written grievance, the aggrieved teacher or the Association will attempt to resolve it informally.

2. Each grievance submitted on a Formal Stage shall be in writing and signed by the aggrieved teacher, or by the Association President or his/her designee, and shall fully state the grievance and the redress sought.

3. A teacher shall have the right to submit a grievance in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.

4. All grievance hearings and discussions shall be confidential, but a written copy of the final determination and/or resolution of a grievance may be presented to the Association if the aggrieved party so desires.

5. An aggrieved teacher may have with him/her and/or be represented at any stage of these grievance procedures by an authorized representative of the Association.

6. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the grievance.

7. The Superintendent shall be responsible for taking the necessary steps to make these grievance procedures effective.

8. Unless otherwise indicated, days shall mean days when the District office is in operation.

9. No grievance will be entertained as discussed below unless such grievance is forwarded at the first available stage within thirty (30) days after the teacher and/or the Association knew, or should have known of the act or conditions on which the grievance is based.

10. Any deadlines stated in Stages 1, 2, or 3 may be altered by mutual agreement of the parties.
D. Method of Procedure

1. First Stage (Informal): The aggrieved teacher and/or representative of the Association shall orally present his/her grievance to the Superintendent who shall informally discuss the grievance with the aggrieved teacher and/or the representative of the Association in private conference. If such grievance is not satisfactorily resolved within five (5) days of the oral discussion, the aggrieved party and/or the Association may proceed to the first Formal Stage.

2. Second Stage (Formal): The aggrieved teacher and/or the Association shall submit the grievance in writing to the Superintendent. The Superintendent shall render a determination in writing to the aggrieved teacher and/or the Association within ten (10) days after the written grievance has been submitted to him/her.

3. Third Stage (Formal): If the aggrieved teacher and/or the Association is not satisfied with the determination at the Second Stage, he/she may within ten (10) days after such determination make written request to the Board of Education for a review and further determination of the grievance. All written records and statements of the grievance matter shall be submitted to the Board by the Superintendent. The aggrieved teacher and/or representative of the Association shall meet with the Board to discuss the grievance. The Board may also hold a hearing to obtain additional information. The Board will render a decision within twenty (20) days after receiving the request for review.

4. a. Fourth Stage (Arbitration): If the aggrieved teacher and/or the Association is not satisfied with the decision at the third stage and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, the Association may submit the grievance to the American Arbitration Association by serving a Demand for Arbitration upon the Board of Education within ten (10) days of receipt of the Board’s decision. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date that final statements and proofs are submitted to him. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues. The arbitration shall be without power or authority to make any decision, which requires the commission of any act prohibited by law or which violates the terms of this Agreement. The arbitrator shall be limited solely to consideration of the grievance.

b. Arbitration of grievances involving the interpretation, meaning or application of the provisions of the Agreement shall be final and binding.

c. All costs of the arbitrator arising out the administration of this Article beyond Stage 3 shall be shared equally by the Association and the Board of Education.
ARTICLE XVIII

MISCELLANEOUS

A. The official minutes of Board meetings may be seen by any teacher subject to the Freedom of Information Law, Section 88 (2) and 88 (4) as per Board of Education Resolution adopted September 12, 1974. Each teacher shall have a copy of the Teachers' Handbook and this agreement. The Association will be supplied with an agenda of the meetings of the Board of Education.

B. Neither the Board nor the Administration shall discriminate in any way against any teacher by reason of his/her membership or in participation in the activities of the Association or in the exercise or rights granted in this Agreement.

C. The Association affirms that it does not assert the right to strike against the School District or any other government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found to be in violation of or contrary to law, then and in that event, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. This Agreement and all provisions herein are subject to all applicable laws, regulations and decisions of the Commissioner of Education of this State.

E. The Superintendent and Association each understand and recognize (1) that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Elizabeth-town Lewis Central School System (2) that the Board must operate and act in accordance with the laws of this State including the rules, regulations and decisions of the State Education Department and the Commissioner of Education of this State and (3) that the Board cannot, and does not by this Agreement intend to reduce, negotiate or delegate its responsibilities, powers or duties as provided by such laws.
ARTICLE XIX
NEGOTIATIONS FOR SUCCESSOR AGREEMENT

A. The Administration and the Association agree to commence good faith negotiations for a successor agreement not later than the second week of January 2010.

ARTICLE XX
RETIREMENT INCENTIVE

Retirement Incentive Plan

1. Retirement incentive payments shall be available for retiring teachers. Teachers, who satisfy the requirements of this plan, as stated below, will receive a single payment of equal to 50% of such employee's current teaching salary in the district, multiplied by the number of sick days, divided by 190. In order to receive a retirement incentive payment, a teacher must satisfy or comply with the following:

   a. Retire during the first year of eligibility, without reduction in pension, according to the New York State Teachers Retirement System.

   b. Have served at least fifteen years as a full-time teacher in the Elizabethtown-Lewis Central School District by the effective date of his or her resignation.

   c. The teacher must provide a Board actionable notice to the District by February 1 of the year prior to the District's fiscal year in which the teacher intends to retire.

2. For the purpose of this Article, the following limitations and definitions apply.

   a. No teacher will be entitled to receive a benefit unless all eligibility requirements as stipulated in the Article are met.

   b. For the purposes of the Retirement Incentive Plan no teacher will be credited with more than one hundred ninety (190) days accumulated sick leave.

   c. For the purposes of Section A the effective date of retirement shall mean the day following the last day the teacher is employed by the District.

   d. The eligible teacher will receive the benefit in a single lump sum payment on the last day of employment.
e. The term “current teaching salary” as found in Section One is defined to be the salary of the retiree on the effective date of retirement if the retiring employee worked at least one half of the total number of work days in the fiscal year in which the retirement takes place. If, on the effective date of retirement, the retiring employee works less than one half the total number of work days in the fiscal year in which the retirement takes place, then the term “current teaching salary” as found in Section One is defined as the previous fiscal year’s salary for the retiree.

f. Unit members who utilize this incentive shall not be eligible for payment for accumulated sick days as described in Article XXI: Compensation for Accumulated Sick Days.

ARTICLE XXI:
COMPENSATION FOR ACCUMULATED SICK DAYS

A. Compensation for Accumulated Sick Days

1. Upon retirement teachers shall receive a benefit according to the following stipulations:

   a. The teacher must be eligible and must have made application for retirement under the provisions of the New York State Teachers’ Retirement System.

   b. The teacher must provide notice to the District by February 1 of the year prior to the District’s fiscal year in which the teacher intends to retire.

   c. The teacher will receive a benefit of thirty (30) dollars per day for each accumulated sick day over fifty (50) days.

   d. The eligible teacher will receive the benefit in a single lump sum payment on the effective date of retirement.

   e. For the purposes of this article no teacher will be credited with more than one hundred ninety (190) days accumulated sick days.

   f. Unit members who receive payment for accumulated sick days as described in Article XX: Retirement Incentive Plan will not have accumulated days available for this benefit.
ARTICLE XXII
PERSONNEL FILES

A. There shall be one (1) official District personnel file for each bargaining unit member. This official file shall be located in the central office. Bargaining unit members shall have the right, upon request, to review and copy contents of their files (excluding pre-employment data) with the Superintendent or designee present. A bargaining unit member shall be entitled to have a personally selected representative accompany him/her during such review. Each bargaining unit member shall receive a copy of all evaluations to be placed in his/her file. No personnel file shall be released to any non-district related person(s) or corporation(s) without the express written consent of the bargaining unit member.

B. No material will be placed in a bargaining unit member’s personnel file unless the bargaining unit member has had an opportunity to review it. The bargaining unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such materials which shall be attached to the file copy.

C. No materials shall be maintained unless the teacher has had an opportunity to examine the material. The teacher shall affix his/her signature on the actual copy to be kept with the express understanding that such signature merely signifies that he/she has examined the material, such signature does not necessarily indicate agreement with the material.

ARTICLE XXIII
TEACHING ASSISTANTS

A. Teaching Assistants will be assigned duties consistent with the regulations of the Commissioner.

B. Prep(s) and/or break(s) schedules for teaching assistants shall be discussed and agreed to by the teacher(s) and the appropriate Administrator(s) with input from the teaching assistant. All teaching assistants will be provided with a thirty (30) minute duty free lunch.

C. Teaching Assistants shall be compensated in the following manner:

1. All calculations shall be based on the Teachers’ Bachelor scale. Any teaching assistant on step eight (8) of the teachers’ salary scale shall receive an increase of 4% for 2008-2009 and 2009-2010.

2. Teaching Assistants shall be compensated at forty-seven percent (47%) of the teachers’ Bachelor salary schedule.

D. All other benefits of this contract shall apply except the following Articles: III – Joint Study Group; VIII – Textbooks and Workbooks; and IX – Teachers’ Materials, Supplies and Equipment.
ARTICLE XXIV
Terms and Conditions

A. All other terms and conditions specified in the Collective Bargaining Agreement not modified by mutual agreement by and between the parties shall remain in full force and effect. The parties agree that all terms, practices and policies related to wages, hours, working conditions and terms of the Collective Bargaining Agreement shall be honored.

ARTICLE XXV
Duration of Agreement

A. This Agreement shall take effect on July 1, 2008, and shall continue in effect for a term of two years through June 30, 2010.

B. It is understood and agreed that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore that negotiations will not be reopened on any item during the term of this Agreement except by mutual consent of the Association and the Board of Education made by a written signed agreement therefore.

BOARD
BY
PRESIDENT-BOARD OF EDUCATION

UNION
BY
Co-President, Elizabethtown-Lewis Central School Teachers' Association

BY
SUPERINTENDENT OF SCHOOLS

DATED THIS 10th DAY OF April, 2008
ELIZABETHTOWN-LEWIS CENTRAL SCHOOL  
2008-2009  
TEACHERS' SALARY SCHEDULE

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$500 for Masters

Employees who are at the top of the salary schedule as of June 30, or who are already off step, shall receive a 4.0% increase in salary, effective July 1 for the 2008-09 school year.
## ELIZABETHTOWN-LEWIS CENTRAL SCHOOL
### 2009-2010
#### TEACHERS’ SALARY SCHEDULE

**Appendix A**

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$500 for Masters

Employees who are at the top of the salary schedule as of June 30, or who are already off step, shall receive a 4.0% increase in salary, effective July 1 for the 2008-09 school year.