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IDnum 257 **Language** English **Country** United States **State** NY

Union Ellenville Teacher Association

Local

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary
Librarians
Registered nurses
Counselors
Social workers
Dental hygienists
Teacher assistants

Bargaining Agency Ellenville Central School District

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1993 **EndYear** 1998

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Notes

Contact

Full text contract begins on following page.

AGREEMENT BETWEEN
ELLENVILLE CENTRAL SCHOOL DISTRICT
AND
ELLENVILLE TEACHER ASSOCIATION
July 1, 1993 to June 30, 1998

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**AGREEMENT
ELLENVILLE CENTRAL SCHOOL
AND
ELLENVILLE TEACHERS ASSOCIATION**

THIS AGREEMENT entered into as of July 1, 1993 by and between the Ellenville Central School District, hereinafter called the "District" and the Ellenville Teachers Association, hereinafter called the "Association."

WHEREAS, the District has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act), to negotiate with the Association as the representative of its employees with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - REPRESENTATION STATUS

A. The Ellenville Central School District has recognized the Ellenville Teachers Association as the exclusive representative for collective negotiations for all regular non-supervisory employees serving in the following positions: teachers, coordinators, librarians, registered nurses, nurse teachers, guidance counselors, social workers, dental hygienists, attendance teachers, long term substitutes, teaching assistants and (but excluding itinerant substitutes, administrators, superintendent of schools, principals, deans of students, supervisors and managerial or confidential employees). As used in this Agreement, the terms "administrators" and "supervisors" refer to staff members who by state law are required to hold an administrator's and/or supervisor's certification; the term "employees" refers to the employees covered by this Agreement and the term "long term substitutes" refers to those employees appointed to fill an incumbent position for an indefinite period of time or for a leave exceeding thirty (30) work days in a single assignment.

B. The Association shall have exclusive representation status for the maximum period permitted by law.

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ARTICLE II - ASSIGNMENT AND TRANSFER

A. By May 1 of each school year (or as soon thereafter as feasible) through democratic processes, each department in the High School, shall select and recommend to the principal, secondary teacher assignments for the coming year.

B. By May 1 of each school year, an elementary teacher or secondary teacher desiring a change in assignment for the coming school year shall notify his/her principal in writing.

C. In the event the principal disagrees with the recommendations made in "A" above or the request made in "B" above, the matter shall be decided upon by the Superintendent.

D. By no later than the end of any school year, each employee shall be notified of his/her prospective assignment for the next school year. Emergency changes in

teacher assignments may be made, if required, between the time the teacher receives notice of his/her assignment and the commencement of the next school year, provided that such changes are based upon educational considerations and are not arbitrary or capricious.

E. If an employee's teaching assignment or building assignment is to be changed from one school year to the next or during the school year, no such change shall be made without first discussing the matter with the teachers affected by the proposed change. If an involuntary change of assignment is necessary, due consideration shall be given to qualifications, seniority and experience.

F. In making assignments the District shall give substantial weight to the requests of employees and the recommendations of the professional staff. All assignments shall be made by the District strictly on the basis of educational considerations and no assignment, change or transfer shall be made, under any circumstances, for disciplinary purposes.

G. Teachers having a ninth period assignment will be notified of said assignment subsequent to June 15th and prior to July 1st, except as provided under the emergency assignment language.

H. In the event that at any time a vacancy exists or is anticipated in any bargaining unit, co-curricular or administrative position, a notice of the existing or anticipated vacancy shall be: (1) posted on a faculty bulletin board in the administrative offices of the District, the administrative offices of the high school and the administrative offices of the elementary school; (2) delivered to the Association; and (3) mailed to each employee from whom the district has already received during that school year a request for transfer or assignment to such a position. Such notice shall fully set forth the title, duties, salary and minimum qualifications for the position as well as the date by which applications must be submitted. Such notice shall be posted, delivered and mailed not less than fifteen (15) days prior to the date by which the application must be filled and shall remain posted during the entire period up to and including the date by which all

applications must be filed. Inadvertent failure on the part of the District to comply with this section shall not render invalid any appointment made by the District for the school year for which the appointment was made; provided, however, that nothing herein contained shall preclude an arbitrator from fashioning any other appropriate remedy.

I. All co-curricular positions shall be filled from within the bargaining unit on the basis of qualifications, experience and seniority. Teachers assigned to co-curricular duties who hold their position to the satisfaction of their respective principals will be reappointed if they reapply. The District will post all co-curricular positions annually. In the event there is no qualified applicant for the position from within the unit, the District may fill the position from outside. An applicant shall be deemed qualified if:

1. He/she has had at least one year's experience in the same or a comparable position, whether in the District or elsewhere, and his/her performance in the position was satisfactory.

2. The applicant has demonstrated ability or competence for the position.

J. All other vacancies in bargaining unit positions shall be filled strictly on the basis of educational considerations and, wherever feasible, preference shall be given to applicants from within the bargaining unit on the basis of qualifications, seniority and experience.

K. High School Department Chairpersons in the high school shall be elected by the departmental faculty, including but limited to mathematics, English, social studies and science, and shall be subject to Board veto. One additional preparation period daily shall be given each chairperson selected in the mathematics, English, social studies and science departments, in addition to any other already provided by this agreement.

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ARTICLE III - TEACHER OBSERVATIONS AND OBSERVATION REPORTS

A. The purpose of classroom observation is to improve the quality of teaching and education in the District and, in the case of probationary employees:

1. To provide useful information to the District in considering whether to continue the employee's employment with the District and/or to grant tenure.

2. To provide the employee with sufficient notice of his/her deficiencies, if any, to allow him/her a reasonable opportunity for corrective action.

B. All classroom observations shall be conducted openly with full knowledge of the classroom teacher. The use of public address or audio systems or any other type of monitoring or surveillance device is strictly prohibited.

C. All classroom observation shall be at least thirty (30) minutes in duration.

D. All classroom observation shall be made by certified administrative or supervisory personnel.

E. All classroom observations shall be reported on the form annexed hereto as Exhibit "A". Each such classroom observation report shall evaluate the lesson observed and shall not include extraneous information which has no direct bearing on the teaching or learning process. The observation report shall take into consideration:

1. Areas of strength as well as areas of weakness.

2. Any circumstance which might have adversely affected the classroom teacher's performance, such as illness, class size, special learning and/or emotional problems of students, physical facilities, lack of previous direction or supervision.

3. Improvements in the classroom teacher's performance as reflected in previous observation reports made by the same observer.

4. Methods by which the classroom teacher's performance might be improved, especially in those areas where deficiencies have been noted.

F. Within five (5) school days after such classroom observation is completed, the observer shall prepare and deliver to the observed classroom teacher a tentative or proposed observation report covering that observation. If within two (2) school days after the delivery of the report either the classroom teacher or the observer requests a conference, a conference between the two shall be held at a mutually convenient time. Following such conference, the observer may either submit the

report as originally prepared or, alternatively, prepare a corrected observation report. The final or corrected observation report shall be placed in the classroom teacher's personnel file.

G. All probationary classroom teachers shall be entitled to a minimum of two (2) classroom observations each year, each of which shall be conducted by a different observer and at least one of which shall be conducted on advance notice to the teacher. The first of such observations shall take place within four (4) months of commencement of the school year during the first year of probationary employment and within six (6) months of commencement of the school year thereafter. If a probationary classroom teacher so requests, he/she will be entitled to an observation on advanced notice conducted by a certified administrator or supervisor of the teacher's choice, which observation may be either one of the two required observations or an additional observation.

H. Tenured classroom teachers shall be entitled to a minimum of one (1) classroom observation every two (2) years unless mutually waived.

I. No observation report shall be prepared when a teacher is performing duties other than his/her regular assigned teaching duties.

J. Failure by the observer to include on an observation report information relating to circumstances which might have adversely affected the employee's performance shall not be considered a violation or breach of this Article, unless such circumstances are brought to the attention of the observer by the employee in writing.

K. Employees may reply in writing to any observation report placed in his/her personnel file as he/she sees fit; e.g., by a personal statement, by statements of other persons who have observed the teacher's classroom performance, etc. Any such reply shall be affixed to the observation report to which it relates and shall be included in the teachers personnel file.

L. In the case of tenured teachers:

All classroom observations deemed to be satisfactory shall be reported on the observation form indicating only: (1) the date of the observation, (2) the name of

the observed teacher, (3) the name of the observer, (4) that the lesson was satisfactory, and (5) documented comments relative to that employee's performance during observation.

M. The District's current APPR shall continue for the life of the Agreement. Teachers whose work performance is determined to be inadequate shall be required to work with their respective principals to develop lesson plans which will enable them to work more positively with their respective classes and, potentially achieve success in their individual assignments.

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ARTICLE IV - PERSONNEL FILES

A. The District shall maintain one (1) official personnel file for each employee, which file will be located in the District's central office.

B. The employee's file shall contain routine financial information, confidential references and all material relating to the job performance of the employee.

C. No derogatory material relating to the job performance of an employee and no observation report shall be placed in the employee's file unless the employee is given a copy thereof and notified in writing that it is to be placed in the file. The employee shall sign and return such copy to the Superintendent's office within ten (10) school days of the date it was given to him or her. Such signature shall in no way be construed as acquiescence or agreement on the part of the employee or the Association with any statements contained in such document and shall indicate only that the employee has read the document and is familiar with its contents. The original of the document shall not be placed in the employee's file until the signed document is returned or, if it is not returned within the aforesaid ten (10) day period, at the expiration of such ten (10) day period. No such derogatory material may be placed in the file more than fifteen (15) school days subsequent to the date the District first had knowledge or notice of the matter to which the document relates.

D. The employee shall have the right to reply in writing to any material placed in the personnel file. This reply shall be attached to the material and filed in the

official District personnel file. Failure to reply shall not be interpreted as a waiver of defense in any case.

E. An employee who wishes to examine his/her personnel file shall have his/her request honored within five (5) school days of the time such request is made.

The employee shall be entitled to have an Association representative present during such review.

F. Upon receipt of a written request, the employee shall be furnished with a reproduction of any file material, excluding confidential references pertaining to hiring or promotion. In the event the file material is required for the prosecution of a grievance or the defense of an employee in a disciplinary proceeding, the material shall be furnished at no cost to the employee. In all other cases, the employee shall pay the cost specified by the District for release of public documents under New York law.

G. In the event an employee or the Association believes that derogatory material has been placed in an employee's file which is false or without factual foundation, or that the placement of the document in the file is unjust, the matter will be referred to the Superintendent or his designee for review. The Superintendent's decision shall be final provided that the decision shall not be arbitrary or capricious.

H. In the event any material is removed from the employee's personnel file and not returned to the file by the end of the same school day, a sheet containing the following information shall be sent to the employee:

1. A description of the document removed.
2. The date removed.
3. The purpose of removal.
4. Where the document is located.

I. Any documents hereafter placed in the employee's file shall be consecutively numbered.

J. No written comments or other derogatory material received by the District from parents, teachers, students or from anyone other than certified administrative or

supervisory personnel of the District shall be placed in an employee's personnel file unless verified by a qualified administrator.

K. Employee personnel files shall be deemed to be of a confidential nature.

Review of the file shall be limited to the employee, administrative and supervisory personnel, The Board of Education or their legal representatives. In no event shall an employee's personnel file or any documents contained therein be turned over to anyone else except under legal compulsion or with the consent of the employee.

L. In any disciplinary proceeding, no inference as to the truth of any material placed in an employee's file shall be made from the inclusion of such material in the absence of independent corroborative evidence.

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ARTICLE V - EMPLOYEE PROTECTION

A. No employee having the benefits of tenure shall be disciplined or discharged without just cause.

B. Any employee discharged or disciplined hereunder shall be entitled to such protection as is afforded by applicable law.

C. In the event that the District determines to bring charges against any teacher, those charges will be commenced pursuant to the provisions of 3020-a of the Education Law. If after receipt of those charges a teacher decides to process this matter to binding arbitration the teacher may do so provided that the teacher files an election in writing within seven (7) days of receipt of the charges. In that event, the matter will proceed to Step 4 of the Grievance Arbitration provision of the contract. In that event, 3020-a of the Education Law shall not apply.

D. In the event such tenured employee files such an election as hereinabove provided, Section 3020-a of the Education Law shall not apply to such employee and the procedure established in this Article shall be the exclusive method for the imposition of discipline upon such employee.

E. In the event such an election is filed, the penalty proposed by the District may not be implemented until such tenured employee is given opportunity to file a

grievance as hereinbelow set forth and all steps of the grievance and arbitration procedure have been exhausted or waived.

F. In the event such election is filed, an employee must file a grievance with the Superintendent at Step Four of the grievance procedure within seven (7) school days of receipt of notice of discipline. Any arbitration of such grievance under this Article shall be held within twenty (20) school days of the appointment of the arbitrator. The arbitrator shall render a decision within ten (10) school days of the close of the hearing, or within ten (10) school days after receipt of the transcript, if any, or within such other period as may be mutually acceptable to the District and the Association.

G. In all disciplinary proceedings, whether involving a tenured or non-tenured employee, the employee shall be presumed innocent until proven guilty and the burden of proof in all matters shall rest upon the District.

H. No employee shall be required to sign any statement regarding his or her alleged incompetency or misconduct.

I. As used here, "discharge" or "discipline" does not include denial of tenure (or dismissal resulting therefrom) at the end of the probationary term. However, nothing contained herein shall diminish such protection as is afforded under applicable law to any employee who is dismissed or denied tenure as provided herein or any such dismissal or denial of tenure to the extent permitted by law.

J. The preceding sections of this Article are not applicable to the discharge of probationary employees. Such employees may be discharged with or without cause subject only to the requirement that, in the event the Superintendent intends to recommend to the Board the discharge of a probationary employee, the Superintendent shall first notify the employee of his/her intention and afford the employee an opportunity to meet with him/her. All other Articles of this Agreement are fully applicable to all probationary employees.

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ARTICLE VI - WORK DAY AND DUTIES

- A. The scheduled work day for all employees shall be no more than six hours and fifty minutes (6:50).
- B. Secondary employees shall be entitled to a duty free lunch period of not less than forty-three (43) minutes and a duty free preparation period of not less than forty-three (43) minutes.
- C. Secondary employees shall be assigned no more than five (5) instructional periods per day and no more than one (1) non-teaching duty period other than by mutual agreement between the teacher and the principal.
- D. Secondary classroom teachers shall be assigned no more than three (3) major preparations per day other than by mutual agreement.
- E. Elementary teachers shall be entitled to a duty free lunch period of not less than thirty-five (35) minutes and a duty free preparation period of not less than thirty-five (35) minutes.
- F. No elementary school employee represented under this agreement shall be assigned cafeteria duty.
- G. A joint association and administration committee shall be created to review and adjust preparation time to ensure equity in assignments.
- H. Elementary employees represented under this agreement shall have completed their workday 5 minutes after the departure of all first run buses.
- I. Notwithstanding paragraphs B and E above, if the District determines that it is not feasible to grant a classroom teacher his/her duty free preparation period on any particular school day, the District need not grant such period on that day provided that the lost preparation period is made up by the District during the next five (5) school days, and provided further that under no circumstances shall a classroom teacher be deprived of his/her preparation period on more than two days during any week.
- J. A flexible schedule will be allowed in grades seven and eight. Teachers will either be scheduled for eight (8) consecutive periods starting with the first period or eight consecutive periods starting with the second period. While the schedules can overlap, no teacher assigned to one schedule may be assigned to the other.

A master schedule will be generated by the District on the secondary level and selections will be made from that schedule.

K. Building administrators and central office administration may call teachers in during their preparation periods, on a reasonable basis, to discuss curriculum and school concerns.

L. Teachers have a responsibility to meet with students and parents who so request at a mutually agreed upon time; said time not to exceed five (5) working days from the date of the request.

M. Two (2) back-to-school nights, each not to exceed two (2) full hours, shall be added to the calendar.

N. Any courses taught on the same grade level, within the same subject area, shall be considered the same preparation if the courses taught use substantially the same lesson plans. However, the requirement of five (5) teaching periods shall not be abrogated. In the event of such a situation, an additional daily preparation period shall be granted where such assignment is made by the administration.

O. If, as a result of changes mandated in record keeping, methods of instruction or subjects of instruction, the work load of the employees covered by this agreement increases above the work load in effect at the time of this agreement is executed, the District shall negotiate with the Association over the impact of such work load increase. In the event the parties are unable to agree, the matter shall be submitted to binding arbitration under Article XVII of this agreement.

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ARTICLE VII - SCHEDULED WORK YEAR AND SCHOOL CALENDAR

A. The employee's work year shall not exceed 181 work days which shall commence no sooner than the first day after Labor Day and shall end no later than June 30. Each day that an employee is required to report for work shall be deemed a workday except when:

1. School is closed early on such days.

2. Under requirements imposed by state law or regulation, the District would lose state aid if it treated such day as a school day.

3. The District applies for a waiver of such requirements and such a waiver is denied.

B. The school calendar shall be determined by the district subject to the following limitations:

1. The calendar shall not be adopted until the Association is given reasonable opportunity to present its views.

2. Unused snow days shall be added to the last scheduled school recess or holiday.

3. If additional "snow days" in excess of those scheduled are required, the school calendar may be revised by the District, subject only to the limitations set forth in Sections A and B.1 above.

4. The calendar shall be designed with due regard to the religious holidays traditionally observed in this District.

C. Unit members may leave at the end of the split to which they are assigned so long as individual student needs are met. This provision exists only for the duration of the present split session schedule and is eliminated upon the restoration of the regular schedule.

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ARTICLE VIII - FACILITIES

A. Classroom Facilities - Each classroom shall be equipped with:

1. An office desk.

2. A file cabinet with at least two file drawers which can be locked.

3. Such fixtures and devices for hanging screens, maps and charts as may be reasonably requested by the classroom teacher.

4. A number of work stations at least equal to the maximum number of students assigned to the classroom.

5. An intercom phone system.

B. Employee Facilities Outside the Classroom - The District shall make available to teachers outside the classroom the following facilities and equipment:

1. Each teacher shall be provided with work and storage space in the school building to which he or she is assigned.
2. A faculty lounge shall be provided in the elementary school building and in the secondary school building at Maple Avenue and each faculty lounge shall be equipped with sufficient furniture and an electric typewriter, and free local outside telephone service.
3. The District shall provide a private dining area for professional staff in each school building with three or more teachers. Such dining area in the Maple Avenue building shall be adequately supplied with implements and other necessary accouterments and reasonable custodial services available on call to keep it free from spills.
4. In the event the school cafeteria serves lunch to the students, the cafeteria will offer an alternate lunch menu for teachers including a salad and a variety of sandwiches; provided, however, that luncheon menu questions will not be subject to binding arbitration.
5. The District will provide accessible and properly maintained parking areas for employees at each school building.
6. Any department having an office as of September 1, 1978 will continue to have such facility.

C. Maintenance and Replacement - The District shall maintain all facilities and equipment provided hereunder in reasonably good condition or order and shall replace the same as may be required.

D. Notwithstanding anything to the contrary herein contained, the District shall not be deemed in violation of the Article if it is prevented from complying strictly with its terms by circumstances beyond its control, subject only to the condition that the District shall make a good faith effort to comply to the maximum extent possible.

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ARTICLE IX - INSTRUCTIONAL SUPPLIES AND MATERIALS

A. Each employee shall have available a discretionary fund for instructional supplies, materials and equipment of \$100 per school year, exclusive of shipping charges, which may be used as the employee sees fit subject only to the following conditions:

1. Any portion of such fund which is not utilized during the school year shall be forfeited and may not be added to such employee's discretionary fund for the next school year.
2. No part of one employee's discretionary fund may be utilized by another employee without the approval of the Superintendent.
3. All requisitions by -employees for instructional materials, supplies, or equipment out of their discretionary fund for a given school year must be submitted no later than May 1.
4. Such discretionary fund may be utilized only for materials, supplies or equipment directly related to the performance of the employee's duties and for no other purpose; provided, however, that such fund may be utilized for equipment only with the approval of the Superintendent which shall not be unreasonably denied.

B. All supplies, materials and equipment requisitioned by employees, whether pursuant to A above or otherwise, shall be processed in accordance with Board policy.

C. If funds are available and competitive bidding is not required, requisitions shall be processed promptly and, except in emergency situations, purchase orders shall be issued within not more than sixty (60) days after the requisition is finally approved. Upon request, any employee who has initiated a requisition shall be apprised of its status. Except in emergencies, supplies, materials and equipment shall be distributed to employees during school hours.

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ARTICLE X - EMPLOYEE PROTECTION AND STUDENT DISCIPLINE

A. The District shall save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building, subject to the limitations and conditions set forth in Section 3023 of the Education Law. The District shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of, any employee in any civil or criminal action or proceeding arising out of any disciplinary action taken against any pupil of the District, subject to the limitations and conditions set forth in Section 3028 of the Education Law.

However, the District shall not be subject to the duties imposed by this paragraph unless the employee, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading based on any incidents referred to herein, delivers the original or a copy of the same to the Board. Within two (2) school days thereafter, the Board shall acknowledge receipt thereof and shall inform the employee of the protection available to him/her under Section 3023 or 3028 of the Education Law.

B. In the event the employee takes any disciplinary action against any pupil in the District, the employee shall report this immediately to his or her supervisor and the Superintendent in writing.

C. In the event an employee is absent from school as a result of a personal injury caused by an assault upon the employee who was acting in the discharge of his duties within the scope of his employment, the employee shall be paid his or her salary for the duration of such absence, and no part of such absence shall be charged to the employee's sick leave entitlement; provided, however, that to the extent such employee is entitled to disability retirement benefits, this provision shall not be applicable, and to the extent such employee is entitled to Workers' Compensation benefits for any portion of such absence, such benefits shall be paid to the District up to the amount paid by the District for such substitute teachers as may be required by reason of the absence.

D. A teacher may remove a student from the classroom when, in the teacher's opinion, the student's behavior is unduly disruptive or threatens the safety of the teacher or other students. In such cases, the classroom teacher shall report the full particulars of the incident in writing to the Dean or Principal at the earliest opportunity and the student shall not be readmitted to the class until the classroom teacher has conferred with the Principal or his designee. Students who are repeatedly removed from the classroom under this Section shall be referred to the Superintendent for appropriate action.

E. Classroom teachers shall have the right and are encouraged to enlist the cooperation of parents in disciplinary problems. Any meeting arranged by the administration between parents and classroom a teacher shall be held on reasonable advanced notice to the teacher.

F. The District recognizes its responsibility to give all reasonable support and assistance to classroom teachers with respect to the maintenance of order and discipline in the classroom.

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ARTICLE XI - PAYMENT OF SALARY

A. Except as set forth in B below, each employee shall be paid his/her full annual salary in equal bi-weekly installments, the first such installment to be paid on the first or second Friday following the commencement of the employee's work year, and the remaining installments to be paid on alternate Fridays thereafter. In the event school is not in session on any Friday when a salary payment is due, payment shall be made on the last school day prior to such Friday, or if school is closed on that day for emergency reasons, on the first school day thereafter.

B. At the written request of the employee, to be submitted to the Business Office prior to September 1, an employee may elect to be paid at the rate of 1/26th of his/her annual entitlement for 21 of the 22 two-week periods during the school year. The final payment in June shall be the balance of the employee's annual entitlement; and to the extent permitted by applicable law, income tax and other

deductions from such final payment shall be at a rate no higher than the rate applied to the preceding 21 checks.

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ARTICLE XII - SALARY AND OTHER COMPENSATION

A. Base Salary - Each employee shall be entitled to an annual base salary as set forth in the salary schedule annexed hereto. In determining the step on the salary schedule to which each employee is to be assigned, the following principles shall apply:

1. Each employee shall be entitled to move one (1) step on the salary schedule with each year of service until reaching the next to last step on the schedule. Full credit for prior service in public schools of other states with certification requirements comparable to those of New York shall be granted for up to a maximum of ten (10) years of such service. In the discretion of the District, full credit for military service in the U.S. Armed Forces may be granted for up to a maximum of ten (10) years of such service; provided, however, that the total amount of credit for service outside of the Ellenville Central School District, including both military and public school service credit shall not exceed ten (10) years.
2. An employee shall be entitled to move to Row L (the longevity step) on the salary schedule after completing nineteen (19) years of service, at least fifteen (15) years of which must be in the Ellenville Central School District or districts merged with the Ellenville Central School District.
3. An employee who works one-half or more of the scheduled work year in the District shall be entitled to move one (1) step on the salary schedule the next academic year.
4. (a) The teachers' salary schedule has been relabeled effective 1 July 1993. Salary increments based on experience are determined by an annual move to the next row on the schedule. This labeling with the letters A through K for annual increments and the letter L for longevity will not affect a teacher's right to placement on the next consecutive level of the schedule. The revised labeling

shall not entitled any teacher to move more than one (1) level in moving from the prior salary schedule in this agreement or to move more than one level on the schedule in any one year of this agreement. See Appendices A-E for 1993-1194, 1994-1995, 1996-1997 and 1997-1998 salary schedules.

(b) Beginning with the 1996-97 school year, the salary schedule shall be labeled as per Appendix A.

5. Effective July 1, 1995, a separate RN salary schedule for new hirees will be adopted (see Appendix B).

6. For teaching assistants schedule, see Appendix C.

B. Additional Compensation for Course Credits and Advanced Degrees.

1. In addition to the base salary, each employee who earns course credits after earning a B.A. shall be entitled to compensation for each block of six (6) such credits in the amount specified in appendix A.

2. Except as otherwise provided in subparagraph 3 below, no employee shall be entitled to compensation:

a. For more than sixty (60) additional credits unless such employee shall have received a Master's Degree or a Doctoral Degree.

b. For more than ninety (90) additional credits unless such employee shall have received a Doctoral Degree.

c. For more than one-hundred fifty (150) additional credits unless such employee has been in the continuous employ of the District since June 30, 1971 or earlier and, prior to that date, was entitled to compensation for credits for which no compensation is otherwise provided under this agreement.

3. No employee shall be entitled to any additional compensation for a block of six (6) course credits if such six (6) credits include more than two (2) in-service credits or if any of the remaining credits in excess of two (2) are from other than an accredited institution or for courses other than courses reasonably related to the performance of the employee's professional duties.

4. If any employee of the District as of June 30, 1978 was receiving additional compensation for a block of less than six (6) credits, such employee shall continue to receive compensation therefor.
5. Employees shall be entitled to additional compensation for a Master's Degree, a Professional Diploma, or a Doctoral Degree in the amount specified in Appendix A. Credits will be given for only one degree at each graduate level and credit will be given for a Professional Diploma or a Doctoral Degree, but not both.
6. Salary adjustments for additional course credits and degrees earned prior to the commencement of the school year shall be effective as of the commencement of such school year. Salary adjustments for additional course credits and degrees earned after the commencement of the school year but prior to February 1, shall be effective as of February 1.
7. Automatic approval will be granted for graduate courses from an accredited degree granting institution in the teacher's area of assignment for courses which are non-duplicative.
8. Supervisory courses in the field of education shall also receive automatic approval, except undergraduate courses require the Superintendent's approval.
9. The District agrees to accumulate in-service credit courses recognized by the Board of Education until the total clock hours for such in-service work reaches fifteen (15) clock hours. At that time teachers so accumulating service will be credited with one (1) in-service credit.
10. All other courses require prior approval of the Superintendent., except that credit shall not be granted for the following:
 - a. T.V. courses
 - b. Correspondence courses
 - c. Duplicative courses
 - d. Non-passing grade
 - e. In-service courses except for 1/3rd of six (6) credits.
 - f. Undergraduate courses except on the approval of the Superintendent.

C. Salary notices for each school year shall be given to employees by May 1 of the preceding school year, or within thirty (30) days of the execution of this agreement, whichever is later.

D. Employees required to travel in the performance of their duties shall be reimbursed for their travel expenses at the IRS rate as of January 1 each year.

E. Co-curricular and extra-curricular stipends shall be in accordance with Appendix B. In the event the District creates additional co-curricular positions, it will negotiate with the Association over the applicable pay scale. If more than one person is appointed to a co-curricular position, each shall be entitled to the full scale for the position. The District shall select such co-curricular positions to fill as it shall determine. No activity will be approved or compensated unless it serves a minimum of ten (10) students and provides the minimum of twenty (20) hours per term.

F. Payment for a Partial Year's Service- Employees who enter the service of the District after the first regular work day in September, or who leave the service of the District, either permanently or on leave of absence, prior to the last working day in June shall be paid; (a) 1/10th of annual salary for each full month employed or to be employed; and (b) 1/200th of annual salary for each day on which service has been or will be rendered in a partial month (but not to exceed 1/10th annual salary).

G. Effective July 1, 1993, payment for detention duty shall be in the amount of \$21.66 per hour. Effective July 1, 1995, payment for detention duty shall be in the amount of \$22.00 per hour. Effective July 1, 1996, payment for detention duty shall be \$22.75 per hour. Effective July 1, 1997, payment for detention duty shall be in the amount of \$23.65 per hour.

H. Effective July 1, 1993, payment for audiovisual and computer coordinators shall be in the amount of \$4053. Effective July 1, 1995, payment for audiovisual and computer coordinators shall be in the amount of \$4300. Effective July 1, 1996, payment for audiovisual and computer coordinators shall be in the amount

of \$4450. Effective July 1, 1997, payment for audiovisual and computer coordinators shall be in the amount of \$4630.

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ARTICLE XIII - HEALTH INSURANCE

A. The District shall pay 100% of the annual premium for family coverage or individual coverage for each district employee who is eligible for and who elects to receive health insurance coverage under the terms of the "Dutchess County Health Insurance Plan." Effective July 1, 1995, the DEHIC Alternate Plan shall be substituted as the District's health insurance plan.

B. Prior to or during each school year, the District shall mail to each employee notice of the open enrollment period during which any employee may change health insurance coverage together with notification of the procedure to be followed.

C. The District shall maintain health insurance coverage for any employee on unpaid leave of absence during the period of such leave provided the employee pays the District the full amount of the premium attributable to the period covered by such leave, as such premium falls due. The District shall notify each employee of the amount of the premium and the dates when due.

D. Effective July 1, 1993, there will be a mandatory health insurance buy out for a) spouses covered by the Ellenville Central School District; and b) for spouses covered by DEHIC health insurance in another district. For all employees, these monies shall be paid no later than June 30th in the year in which the buy out is taken. Members of the bargaining unit who withdraw from the District's health insurance plan during the life of this agreement shall receive \$2000 in 1994-1995, \$2000 in 1995-1996, \$2300 in 1996-97 and \$2300 in 1997-1998 if they were covered by the family plan, and fifty percent (50%) of the family plan buy out amount if they received individual coverage, provided they remain uncovered under such plan for twelve (12) consecutive months. Such payments shall be made at the end of each twelve (12) month period. Nothing contained herein shall preclude a member from re-entering the plan within the twelve month period

if conditions change such that the employee no longer meets eligibility requirements for a mandatory buy out, provided, however, that in such case, no payments shall be made. Additionally, teachers who are otherwise covered by insurance plans not provided by the district may buy-out their health insurance under the same rates and conditions set forth above for the mandatory buy out.

E. (a) A Benefit Trust shall be created absorbing the current insurance (Dental Benefits) plan and shall be funded by the District at the amount of \$600.00 in 1993-1994 and 1994-1995; \$650.00 in 1995-1996; \$700.00 in 1996-1997; and \$725.00 in 1997-1998. The expenditure of trust funds shall be limited to insurance based benefit funds, including those related to health, disability insurance, life insurance or individual legal funds, not including actions against the District. The Union shall be responsible for the draft and creation of appropriate trust documents and the District shall be entitled to a detailed annual financial statement and the write-up ordered of fund books. In order to receive full buy-out teachers must relinquish coverage for the full school fiscal year no later than June 1, of the previous year. Teachers who lose alternate coverage due to divorce or death of a spouse shall be entitled to return to the District's plan subject to the carrier plan restrictions and shall be paid the prorata portion of the buy-out stipend at the time of retirement.

(b) On or about September 1 of each year, a count of employees eligible to participate in the fund shall be made and one-half of the amount due within the year shall be made within ten (10) days of October 15. On or about March 1 of each year, a count of employees eligible shall be made and adjustments made to the amounts due calculated within ten (10) days of March 15, the remainder of the amount due shall be paid.

© On or about June 15 of each year, a final yearly count of eligibles and analysis shall be made. Cost corrections shall be made thereafter. Any amount due the fund shall be paid forthwith. Any overages shall be charged against the subsequent year.

F. Retirees' Health Insurance will be set at 100% for individuals and 75% of the added premium differential of the family plan effective, July 1, 1990.

G. Flexible Spending Plan - The district will adopt a \$125 plan no later than December 31, 1995.

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ARTICLE XIV - SICK LEAVE AND OTHER PAID LEAVES

A. Paid Sick Leave

1. Each non-tenured employee shall be entitled to fifteen (15) days paid sick leave and each tenured employee shall be entitled to twenty (20) days paid sick leave as of the commencement of each school year. Unused sick leave may be accrued up to a maximum of 185 days in the first year of this Agreement, 190 days in the second year and 200 days in the third year, excluding paid sick leave to which the employee may be entitled during the then current year.

2. Paid sick leave may be used only for the purposes hereinafter set forth:

a. For actual illness or medical testing of the employee.

b. For actual illness of the child, parent or spouse of the employee, or of any member of the family of the employee for whom the employee is financially responsible, if such paid sick leave is to be used for the purpose of providing personal care of such relative.

c. Up to a maximum of five (5) days during any school year in the event of the death of the employee's immediate family, provided such days are taken on the date of death and/or the seven (7) days immediately following the date of death. (As used herein, "immediate family" refers to grandparents, parents, children, spouse, siblings, parents of a spouse, or any relative residing in the employee's home at the time of his/her death.)

d. Medical proof substantiating illness may be required by the District in the event the employee claims paid sick leave for more than three (3) successive days of illness; and proof of death and consanguinity may be required in the event the employee claims paid bereavement leave.

3. Upon retirement from his/her employment with the District, the employee shall be paid in the amount of \$36.11 per day for each day of accumulated unused sick leave. Except as provided herein, no employee shall be entitled to be paid for unused sick leave under any circumstances.

B. Sick Leave Bank

1. Any employee with insufficient accrued paid sick leave to cover a period of illness or disability may apply to the Sick Leave Bank for additional paid sick leave, provided such an employee is a participant in the Bank.

2. Each employee may become a participant in the Sick Leave Bank for any school year by contributing to the Bank, during that school year, one day of paid sick leave (whether current or accrued), which contribution shall be matched by the District up to a maximum number of paid sick leave days per school year equal to the number of employees covered by this Agreement. When all sick leave days contributed to the Bank by the employees and the District have been exhausted, the Bank may be renewed on the same basis set forth in the first sentence of this paragraph. If the sick leave bank is exhausted, a teacher may join the Bank within two weeks of notification that the Bank is exhausted.

3. The Sick Leave Bank shall be administered by a committee consisting of two administrators appointed by the District and two employees appointed by the Association, which committee shall pass upon all applications for paid sick leave days from the Bank. Such applications shall be granted only to employees who by reason of illness or disability, are unable to work for a prolonged period of time and who have already exhausted all their own accumulated sick leave days.

4. Nothing contained herein shall be construed as limiting the discretion of the committee to reject an application in any given case in part or in its entirety.

C. Paid Personal Leave

1. Each employee shall be entitled to two (2) personal leave days each school year. At the end of each school year, each employee shall carry forward to the next school year any unused personal leave days as accumulated sick leave, subject to the limitations set forth in paragraph A above.

2. Notwithstanding paragraph A above, any employee wishing to take a personal leave day shall submit a request therefor in writing to the school principal at least five (5) school days prior to the day requested as a personal leave day, and shall not take such a personal day unless such request is granted by the principal in writing. Approval of requests for personal leave days shall not be unreasonably denied.

3. In the event an employee is absent as a result of an emergency arising subsequent to the time when a request for personal leave was required to be submitted pursuant to Section 2 above, such employee may submit to the school principal a written request that such absence be treated as personal leave. Provided the absence was due to an emergency, that the employee has unused personal leave available and that the request for personal leave is submitted immediately upon the employee's return to school after such absence, such request shall not be denied.

C. Other Paid Leaves

1. An employee directed by the District to attend or appear as a witness in a judicial or administrative proceeding or subpoenaed to appear as a witness in such a proceeding, involving or arising out of the discharge of his/her duties within the scope of his employment, by a party other than the Association or a party representing the interests of the Association shall be granted paid leave to attend such proceeding for the period required.

2. An employee required to serve on a jury shall be paid his regular rate of pay for the period required less compensation received for such jury duty; provided, however, that he/she shall not be deemed qualified for paid jury duty leave hereunder unless:

- a. The employee promptly informs the Superintendent of his/her call to jury duty service.
- b. If requested by the Superintendent, the employee promptly submits a written request to the appropriate clerk of the court to be excused from jury duty.

c. The employee submits to the Superintendent a statement signed by the clerk of the court certifying to each day of jury duty served.

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ARTICLE XV - UNPAID LEAVES OF ABSENCE

A. Child Rearing - Any employee shall be entitled to an unpaid leave of absence for the purpose of rearing a child of the employee under school age. Leave for such purpose shall be granted for a period of up to two (2) years and, with the District's approval, which shall not be unreasonably withheld, may be extended for an additional third year. The employee shall be entitled to one (1) such leave for each child.

B. Special Leave - Any tenured employee shall be entitled to one (1) special unpaid leave of absence during each seven (7) year period of his/her tenured employment with the District commencing with the effective date of this agreement. Leave shall be granted for up to one (1) year and, with the District's approval, which shall not be unreasonably withheld, may be extended for up to an additional second year.

C. Applications for Unpaid Leave - An employee who wishes an unpaid leave of absence pursuant to A or B above shall commence and end each such leave as of September 1 or February 1 provided, however, in the case of child rearing leave, the employee may commence the leave as of the birth or adoption date of the child. At least sixty (60) days in advance of the proposed commencement date, the employee shall submit to the Superintendent written application for such leave stating the purpose thereof, setting forth those facts on which a determination can be made as to whether the employee is entitled to such leave and indicating the length of the leave requested; provided, however, that in emergency situations, such written application may be made within such sixty (60) day period and shall not be rejected for that reason. The District shall have the right to reject an application for special leave but only if, in the reasonable opinion of the District, the granting of such leave would be unduly burdensome to the District.

D. If special leave is granted to permit the employee to undertake a full time program of professional study and improvement which is approved by the District, the period of leave will be considered a period of employment in determining the employee's step on the salary schedule.

E. A good faith effort will be made to return a employee to his/her original assignment and building after the employee returns from an unpaid leave.

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ARTICLE XVI - SUMMER CURRICULUM RESEARCH PROJECT

A. There shall be a Summer Curriculum Research Project, the purpose of which shall be to employ bargaining unit members during the summer months to produce curriculum research for the District.

B. The Project shall be administered by a Joint Committee consisting of two elementary faculty members and two secondary members to be designated by the Association, and four administrators and/or supervisors designated by the Superintendent. The Committee, after soliciting suggestions from the faculty, shall develop and define the curriculum research programs for which funding is to be supplied, shall invite applications from employees interested in working on such projects and shall select the participants in the Project from among such applicants. In the event the Joint Committee is deadlocked on any matter, the matter shall be referred to the Superintendent for final decision.

C. The Project shall be funded in the amount of \$10,165 each summer.

Employees selected to participate in the Project shall be paid an amount not less than \$20.88 per hour per year in the first year; \$22.34 in the second year of the contract; and \$23.90 in the third year of the contract. This provision shall survive the expiration of this Agreement.

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ARTICLE XVII - GRIEVANCE PROCEDURE

A. Definition - A grievance is a claim based upon an event or condition which adversely affects the welfare or working conditions of an employee or group of

employees allegedly caused by misinterpretation or inequitable application of established Board policy or the terms of the Agreement; except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or rule or regulation having the force or effect of law or (2) the Board is without authority to act.

Step I - Building Principal

If the grievance cannot be resolved informally, it shall be reduced to writing on a grievance form to be agreed upon by the parties and presented to the employee's principal. The principal shall confer with the individual grievant, if any, and the Association's representatives within (5) school days of the receipt of the written grievance. Within five (5) school days after such conference, the principal shall note his decision on the grievance form and return the form to the Association.

Step II - Superintendent

If the grievance is not resolved at Step I above, the Association may appeal to the Superintendent within six (6) school days of the receipt of the Step I decision. Within five (5) school days after receipt of the appeal, the Superintendent or his designee shall confer with the Association's representatives. Within three (3) school days after such conference, the Superintendent shall note his decision on the grievance form and return the form to the Association.

Step III - Board of Education

If the grievance is not resolved at Step II above, the Association may appeal to the Board of Education by submitting the written grievance to the Board within ten (10) school days after receipt of the Step II decision. Within ten (10) school days after receipt of the written grievance on appeal, the Board or sub-committee of the Board, will confer with the Association's representatives. Not later than three (3) school days thereafter, the Board shall note its decision on the grievance form and return the same to the Association.

Step IV - Arbitration

1. If the grievance is not resolved at Step III above, the Association may submit the grievance to arbitration by filing with the Superintendent a written notice of intent to arbitrate at any time within ten (10) school days of receipt of the Step III decision. Alternately, the Association may waive the Step III review and submit the grievance directly to arbitration by filing the written notice of intent to arbitrate within ten (10) school days of the receipt of the Superintendent's decision at Step II above.

2. Not later than ten (10) school days after such written notice of intent to arbitrate is filed with the Superintendent, the District and the Association will agree upon an arbitrator or, failing such agreement, not later than fifteen (15) school days after the notice of intent to arbitrate has been filed with the Superintendent, the matter shall be submitted for arbitration to the American Arbitration Association. Arbitration will then proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. Only grievances related to interpretations of this contract may be submitted to binding arbitration. The decision of the arbitrator, if made in accordance with his jurisdiction and authority as defined herein, shall be final and binding.

4. No grievance may proceed to arbitration if more than sixty (60) days have elapsed from the time that the Superintendent's determination is delivered to the chairperson of the grievance committee and the filing of the notice of intent to arbitrate.

B. Time Limits

1. A grievance shall be submitted at Step I of the grievance procedure as outlined herein within thirty (30) school days of the date upon which the aggrieved party knew or should have known of the act or condition upon which the grievance is based. Failure of the District, at Step I, II or III, to confer or to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party or the Association to proceed to the next step. The parties may, by mutual agreement, reduce or extend the specified time limits.

2. If the grievance affects a group of employees or appears to be associated with system wide policies, it may be submitted by the Association directly to the Superintendent at Step II within the thirty (30) day period referred to above.

C. Miscellaneous

1. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against any individual employee who grieves hereunder or against the Association or against any other participant in the grievance procedure by reason of filing such grievance, the prosecution thereof, or participation by any such employee in the prosecution of such grievance.

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

3. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of normal activity and to avoid involvement of students in any phase of the grievance procedure.

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ARTICLE XVIII - TEACHER ASSISTANCE

A. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her time and energies should, to the fullest extent possible, be utilized to this end.

B. Teachers and other employees may be assigned to supervise students in study halls, lunchrooms, corridors or elsewhere. School monitors will be employed to help classroom teachers and other employees supervise students outside of the classroom.

C. Adequate supervision and teacher assistance shall be provided for student field trips.

D. Volunteers may be used to perform work for which teaching certificates are not required; provided such work has not been traditionally performed by unit members of this District.

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ARTICLE XIX - SUBSTITUTE TEACHERS

A. Every reasonable effort will be made to provide a substitute in the event any classroom teacher or special area teacher or librarian is absent for the day.

Where a substitute cannot be found, any classroom teacher may be assigned to supervise the absent employee's class, subject, however, to the provisions of Article VI.

B. If a classroom teacher is unable to complete his teaching duties on any school day, an attempt will be made to provide a substitute.

C. All classroom teachers shall prepare lesson plans designed to assist substitute teachers in the performance of their duties.

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ARTICLE XX - TUTORING SERVICE

A. 1. The District shall maintain a list in the elementary school and a list in the secondary school of all employees of the District who wish to be considered for tutoring work, indicating the areas of instruction in which they are certified and the areas of instruction in which they are interested in providing tutoring service. Any employee who wishes to be considered for tutoring in either school may have his/her name added to the list by submitting a request to the principal. No agency which provides tutoring shall be included on the list.

2. In the event any parent requests tutoring service for a child, the District shall provide the appropriate list.

3. An employee shall not provide tutoring service for a fee for any student for whom the employee provides regular classroom instruction in the subject in which tutoring service is requested except with the approval of the Superintendent.

4. Except as provided in B below, fees for tutoring service shall be negotiated between the tutor and the parent. The District shall have no responsibility for regulating such fees or collecting the same.

B. Tutoring of home-bound students for whom the District is required to provide tutoring service at District expense shall be offered to employees who sign up for tutoring work as set forth in A above. In selecting from the list, the District shall consider qualifications, experience and seniority, and the District shall make an effort to rotate the employees so selected. Effective July 1, 1993, the District shall compensate such employees for such tutoring service at the rate of \$33.72, in addition to travel expenses. Effective July 1, 1995, the District shall compensate such employees for such tutoring service at the rate of \$33.75, in addition to travel expenses. Effective July 1, 1996, the District shall compensate such employees for such tutoring service at the rate of \$34.95, in addition to travel expenses. Effective July 1, 1997, the District shall compensate such employees for such tutoring service at the rate of \$36.35, in addition to travel expenses.

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ARTICLE XXI - SAFETY

A. The District shall make every effort to provide employees with working conditions which protect their health and safety.

B. There shall be a safety committee comprised of three Association representatives and three District representatives. The function of the Committee shall be to bring to the attention of the District any and all conditions hazardous to health and safety and to make recommendations to the District as to how such conditions may be remedied.

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ARTICLE XXII - ASSOCIATION RIGHTS

A. The Association may use school facilities in any building for bona fide Association activities without cost provided that:

1. Application is made to the building principal, or if the established policy of the Board requires, to the Superintendent prior to the intended use.

2. The meetings do not conflict with faculty meetings or other school activities.

3. Any such use shall be in conformity with established policy.

B. The Association may place bulletin boards in the faculty lounges for its exclusive use and may make use of employee's mail boxes for distribution of communications authorized by its President provided, however, that all such communications will be identified as communications from the Association.

C. Immediately after any meeting of the elementary school faculty or the high school faculty, the Association will be permitted to hold a meeting with the employees remaining after the end of such meeting; provided, however, that the Association shall not be entitled to conduct its business at the faculty meeting itself.

D. The Association shall be entitled to designate at least five (5) school days during the school year on which one Association representative will be relieved of all regular assignments to pursue the professional business of the Association.

Notice of the date on which such leave is to be taken and the name of the Association representative taking such leave shall be given to the superintendent at the earliest opportunity. Nothing herein contained shall be construed as limiting in any way the use of personal leave days by Association representatives for the professional business of the Association

E. The Association shall be entitled to no more than ten (10) additional days during the school year on which an Association representative will be relieved of all regular assignments to pursue the professional business of the Association, provided that:

1. Notice shall be given as provided in D above.

2. The Association shall reimburse the District for the cost of any substitute teacher hired to replace an Association representative.

3. No one Association representative shall utilize more than five (5) of such days.

F. The President of the Association will be relieved of all non-teaching supervisory assignments. The Chairperson of the Grievance Committee will be relieved of such assignments when and to the extent necessary to permit grievances to be prepared and processed during the work day.

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ARTICLE XXIII - DUES DEDUCTION

The Association shall have the right to dues deductions upon presentation of dues deduction authorization cards signed by individual teachers. The Association shall supply a list of names to the District of those members of the bargaining unit who are not members of the Association. Payroll deductions shall be made from those individuals in the same manner as Association members for a dollar amount indicated by the Association. The District shall transmit those monies to the Association in the same manner as the monies of the members of the Association.

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ARTICLE XXIV - ABOLITION OF POSITIONS

A. The Board shall have the right to abolish any positions covered by this agreement, subject only to the express restrictions set forth in this Agreement and the requirements of state law.

B. The District will attempt to effectuate the abolition of the position by attrition or by reassigning an employee to fill a vacant position for which he/she is certified.

C. If any employee is excessed, this shall be done only as of the end of the school year.

D. Any employee to be excessed as a result of the abolition of a position covered by this agreement, shall be given notice in writing not less than sixty (60) days prior to the time the employee's employment with the District is to terminate.

E. Prior to adopting any resolution to terminate the employment of any employee pursuant to this Article, the District shall give the Association notice in writing that such a resolution will be voted upon by the Board and afford the Association a

reasonable opportunity to present its views to the Board with respect to such proposed termination in advance of the time such resolution is to be voted upon.

F. Any employee excessed hereunder shall be given first preference for itinerant substitute teaching within the District and shall be paid at the highest rate then paid in the District for such work.

G. To the extent permitted by law, the District shall continue to pay such excessed employee's health insurance premium under Article XIII hereof for a period of one (1) year from the date his/her employment terminates or until he/she shall sooner accept other employment.

H. Upon request, the District will furnish any employee excessed hereunder with any information it may have regarding openings for teachers in other Districts.

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ARTICLE XXV - CONFORMITY TO LAW - SAVINGS CLAUSE

A. If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

B. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby.

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ARTICLE XXVI - LESSON PLANS

A. Each teacher shall prepare lesson plans based upon the course of study outlined and approved by the State Department of Education, the Board and the School Administration.

B. The School administration may determine how far in advance such lesson plans shall be prepared provided such period shall not exceed one (1) week. The nature, extent, form and content of such lesson plans shall be determined by each individual teacher.

C. A teacher's lesson plans may be reviewed by administrative and/or supervisory personnel upon request, but lesson plans shall not be collected en masse.

D. A teacher's performance shall not be evaluated on the nature, extent, form or content of his/her lesson plans alone. However, constructive suggestions with respect to lesson planning may be included in any teacher's observation report.

E. The lesson plans provided for this Article may be furnished to substitute teachers to satisfy the requirements of Article XIX,C.

F. Probationary teachers may be required to submit lesson plans at the direction of the administration; said directions to cover procedural and substantive matters.

G. The union shall form a committee to develop subject area lesson plans for use by substitute teachers.

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ARTICLE XXVII - PART-TIME EMPLOYEES

A. Each part-time employee shall be paid 1/180th of the salary to which he/she would be entitled as a full-time employee for each full school day which such employee works. In the event part-time employees work less than a full school day, such employees shall be entitled to a pro-rated share of the per diem rate subject to the conditions that all periods of teaching duty shall be given twice as much weight as the periods of non-teaching duty.

B. Each part-time employee shall be entitled to fringe benefits in the same proportion as specified in A above; provided, however, that if such employees are not eligible for benefits under existing benefit plans, they shall not be eligible hereunder.

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ARTICLE XXVIII - CURRICULUM COMMITTEES

- A. The parties agree that the improvement of curriculum should be part of the continuous on-going activity of the Ellenville school system.
- B. There shall be a Curriculum Committee for the elementary school and a separate Curriculum Committee for the secondary school. Each committee shall consist of six (6) members, three (3) of whom shall be administrators and/or supervisors designated by the Superintendent and three (3) of whom shall be employees selected by the school faculty.
- C. The function of each committee shall be to study and improve the curriculum, and to consider all matters relating to curriculum changes, including but not limited to books, supplies, teaching aids and other budgetary items.
- D. Each committee shall have regular meetings once each month during the school year.
- E. The chairperson and secretary of each committee shall be rotated each semester so that the first semester the chairperson shall be designated by the faculty representatives and the secretary by the administration representatives and vice versa the second semester.
- F. Minutes of each meeting shall be prepared by the secretary and shall be submitted at the next meeting for approval by the Committee.
- G. A quorum shall consist of a majority of the faculty representatives and a majority of the administration representatives.
- H. The agenda for any meeting of the Committee shall consist of such items as may be proposed in advance of the meeting by the chairperson or by a majority of either the faculty members or the administration members.
- I. Wherever feasible, before the District makes any decision concerning curriculum changes, the District shall first request the Committee to review the proposed changes and to make a recommendation with respect to them. Where it is not feasible to submit the matter to the Committee in advance of the decision, the matter shall be submitted to the Committee at the earliest opportunity.

J. The Committee's recommendation shall be submitted to the Superintendent whose decision shall be final and binding, provided that:

1. The Superintendent shall give substantial weight to the Committee's recommendation.
2. If the Superintendent does not accept the Committee's recommendation, he/she shall state the specific reasons for his/her decision in writing.
3. His/her decision shall not be arbitrary or capricious.

K. The Board may initiate program changes on its own. The Board may also initiate proposals for Curriculum Committee review.

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ARTICLE XXIX - COPIES OF THE AGREEMENT

A. The Association shall arrange for the printing of 500 copies of this agreement, to be distributed as follows:

1. One copy of the agreement shall be distributed to each employee, administrator, supervisor and Board member.
2. The balance of the 500 copies shall be divided equally between the Association and the District.
3. The District shall be responsible distributing a copy of the Agreement to each new employee, administrator, supervisor and Board member appointed or elected during the term of the Agreement.

B. The cost of printing the Agreement as hereinabove provided shall be divided equally between the District and the Association.

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ARTICLE XXX - MISCELLANEOUS

A. Check Stub Record - Accumulated sick leave balances shall be reported to employees quarterly on pay check stubs.

B. Professional Conference Attendance

1. Teachers are encouraged to take an active interest in professional meetings. A teacher who desires to attend a professional conference will submit his/her request on the proper form to the principal.

2. Normal expenses and the cost of providing a substitute for the teacher who attends a conference with the approval of the Board will be paid by the Board of Education.

C. 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

D. Payroll Deductions - Upon request of an employee, payroll deductions shall be made for tax sheltered annuities and credit union participation.

E. Professional Meetings - Employees recognize their obligation to attend professional meetings as called by the administration and supervisory staff provided that no employee shall be required to attend more than two (2) such meetings for each twenty (20) school days and that such meetings shall not extend for more than ninety (90) minutes.

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ARTICLE XXXI - TERM OF AGREEMENT AND RETROACTIVITY

A. The term of this Agreement shall be from July 1, 1993 through June 30, 1998.

B. The terms of this Agreement shall be retroactive to the extent practicable.

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Appendix A Teacher Salary Schedule Bachelor's Degree / 0 Graduate Credits

Category	Step	1993-94	1994-95	1995-96	1996-97	1997-98
A	1	31536	32797	33453	34122	34805
B	2	32873	34188	34872	35569	36281

C	3	34209	35577	36289	37015	37755
D	4	35541	36963	37702	38456	39255
E	5	36877	38352	39119	39901	40699
F	6	38213	39742	40537	41348	42175
G	7	39547	41129	41952	42791	43646
H	8	40881	42516	43366	44234	45118
I	9	42216	43905	44783	45679	46592
J	0	43540	45282	46188	47111	48054
K	1	47559	49461	50450	49285	49532
	12			51459	51050	
	13				52477	
	19			54404	56488	
L	20	51299	53351	54418		
L	22			57349	60488	
L	25		58178	61109	65488	

L = Longevity

Longevity requires 15 years service in the Ellenville School District

1993-94 1994-95 1995-96 1996-97 1997-98

Payment per block of 6 graduate credits 501 521 539 558 581

Payment per advanced degrees (see Article 12B2) 1487 1546 1600 1657 1723

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**Appendix B
RN Salary Schedule**

New Hireses as of June 1, 1996

STEP	1996-97	1997-98
1	24038	24519
2	24997	25497
3	25956	26475
4	26915	27453
5	27874	28431
6	28833	29409
7	29792	30387
8	30751	31365
9	31710	32343
10	32669	33321
L19	34632	35988
L22	36595	38655

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Appendix C
Teaching Assistant Salary Schedule

STEP	1994-95	1995-96	1996-97
4	14284	14713	15154
5	14608	15046	15497
6	14931	15379	15840
7	15255	15712	16184
8	15579	16047	16529
L10	16308	16775	17257
L15	17155	17622	18104

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Exhibit A
Teacher Observation Report
Ellenville Central School
Ellenville, N.Y.

REPORT OF SUPERVISORY VISIT

DATE _____

GRADE _____ TEACHER _____ TIME

SPENT _____

COMMENTS ON CONDITIONS OBSERVED:

CHECK CONFERENCE CONFERENCE

ONE HELD _ WAIVED _

SIGNED (OBSERVEE) _____ SIGNED

(OBSERVER) _____