



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Bradford Central School District and Bradford Teachers Association (2002)**

Employer Name: **Bradford Central School District**

Union: **Bradford Teachers Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **44**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

TA
4626

AGREEMENT

between the

BRADFORD TEACHERS ASSOCIATION

and the

**SUPERINTENDENT OF SCHOOLS
OF THE BRADFORD CENTRAL SCHOOL DISTRICT**

July 1, 2002 to June 30, 2005

12/6/04

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION..... 1

 § 1.1 Recognition • unit defined..... 1

ARTICLE 2 - DEFINITIONS 1

 § 2.1 Definitions..... 1

 § 2.2 Gender and number..... 1

ARTICLE 3 - PAYROLL DEDUCTION..... 1

 § 3.1 Association dues deduction..... 1

 § 3.2 Agency fee..... 1

 § 3.3 Tax-sheltered accounts..... 2

 § 3.4 Direct deposit..... 2

 § 3.5 Credit union..... 2

ARTICLE 4 - SALARY 2

 § 4.1 Salary defined..... 2

 § 4.2 Salary step placement..... 2

 § 4.3 Salary credit for hours beyond bachelor's degree..... 3

 § 4.4 Salary credit for an earned master's degree..... 3

 § 4.5 Reporting credit hours and degrees..... 3

 § 4.6 Attendance incentive..... 3

 § 4.7 Pay period schedule..... 3

 § 4.8 Part-time teachers..... 3

 § 4.9 IRC Section 125 account..... 3

ARTICLE 5 - COACHING AND EXTRACURRICULAR..... 4

 § 5.1 Posting and assignment..... 4

 § 5.2 Coaching and extracurricular stipends..... 4

 § 5.3 Athletic director's preparation time..... 4

 § 5.4 Title I coordinator's preparation time..... 4

 § 5.5 Chaperones..... 4

 § 5.6 Coaching and extracurricular pay options..... 5

ARTICLE 6 - HEALTH INSURANCE..... 5

 § 6.1 Teacher contribution..... 5

 § 6.2 Retiree's coverage..... 5

 § 6.3 Health care plan..... 5

 § 6.4 Maintenance of benefits..... 5

 § 6.5 Plan document and administrative manual incorporated herein..... 5

§ 6.6	Payment in lieu of insurance.....	5
ARTICLE 7 - SICK LEAVE.....		6
§ 7.1	Allocation • permitted use.....	6
§ 7.2	Accumulation.....	6
§ 7.3	Advance notification.....	6
§ 7.4	Payment for unused sick leave.....	6
§ 7.5	Late arrivals.....	6
ARTICLE 8 - SICK LEAVE BANK.....		7
§ 8.1	Purpose.....	7
§ 8.2	Bank maximum.....	7
§ 8.3	Contributions.....	7
§ 8.4	Administering the bank.....	7
§ 8.5	Eligibility.....	7
§ 8.6	Rules for receiving days.....	7
§ 8.7	Repayment.....	8
ARTICLE 9 - PERSONAL LEAVE.....		8
§ 9.1	Allocation.....	8
§ 9.2	Unused days.....	8
§ 9.3	Procedure.....	8
§ 9.4	Limitations.....	8
ARTICLE 10 - FAMILY MEDICAL LEAVE ACT.....		9
§10.1	Family Medical Leave Act (FMLA).....	9
ARTICLE 11 - BEREAVEMENT LEAVE.....		9
§11.1	Death in immediate family • immediate family defined.....	9
§11.2	Other relatives.....	9
§11.3	Entitlement per death.....	9
§11.4	Additional use.....	9
ARTICLE 12 - PARENTAL LEAVE.....		10
§12.1	Purpose • length of leave.....	10
§12.2	Early return.....	10
ARTICLE 13 - HEALTH LEAVE.....		10
§13.1	Purpose.....	10
§13.2	Length of leave.....	10
§13.3	Documentation.....	10
§13.4	Salary placement upon return.....	10

ARTICLE 14 - JURY DUTY/COURT APPEARANCE.....	10
§14.1 Jury duty.....	10
§14.2 Court appearance.....	10
ARTICLE 15 - MILITARY LEAVE.....	11
§15.1 Military leave.....	11
ARTICLE 16 - CONFERENCES/SCHOOL VISITATIONS.....	11
§16.1 Allocation • days not deducted.....	11
§16.2 Limitations.....	11
ARTICLE 17 - LONG TERM LEAVE.....	11
§17.1 Procedure.....	11
§17.2 Eligibility • minimum and maximum duration.....	11
§17.3 Applicant can meet with Board.....	11
§17.4 Notification of decision.....	11
§17.5 Notification of return to work.....	11
ARTICLE 18 - BENEFITS WHILE ON UNPAID LEAVE.....	12
§18.1 Benefits retained.....	12
§18.2 Placement upon return.....	12
§18.3 Insurance participation.....	12
ARTICLE 19 - SABBATICAL LEAVE.....	12
§ 19.1 Eligibility.....	12
§ 19.2 Returning after leave expires.....	12
§ 19.3 Salary.....	12
§19.4 Tenure status maintained.....	12
§19.5 Duration.....	12
§19.6 Procedure for applying.....	13
§19.7 Restoration of position.....	13
ARTICLE 20 - ASSOCIATION PRIVILEGES.....	13
§20.1 Association leave.....	13
§20.2 Telephone.....	13
§20.3 Use of mailboxes.....	13
§20.4 Copies of Board agenda and minutes.....	13
ARTICLE 21 - TEACHER EVALUATION.....	13
§21.1 Observation required.....	13
§21.2 Frequency.....	14
§21.3 Procedure.....	14

§21.4	Prior notification (non-tenure teachers).....	14
§21.5	Observations conducted openly.....	14
§21.6	Annual evaluations.....	14
§21.7	Fully documented.....	14
§21.8	Standards and expectations.....	14
§21.9	Clinical supervision training.....	15
§21.10	Use of video equipment.....	15
ARTICLE 22 - PERSONNEL FILE.....		16
§22.1	Right to review and make copies.....	16
§22.2	Right to representation.....	16
§22.3	Right to review prior to placement.....	16
§22.4	Right to respond.....	16
ARTICLE 23 - GRIEVANCE PROCEDURE.....		16
§23.1	Purpose.....	16
§23.2	Definitions.....	16
§23.3	Procedures.....	17
§23.4	Time limits.....	18
§23.5	Level 1 • Superintendent.....	18
§23.6	Level 2 • Board.....	18
§23.7	Level 3 • arbitration.....	19
ARTICLE 24 - DISMISSAL PROCEDURE.....		19
§24.1	Probationary teacher.....	19
§24.2	Part-time teacher.....	19
ARTICLE 25 - REDUCTION IN FORCE.....		19
§25.1	Seniority defined.....	19
§25.2	Seniority for part-time teachers.....	20
§25.3	Section 30.13 applied.....	20
§25.4	Breaking ties.....	20
§25.5	Breaks in service.....	20
§25.6	Impact of leaves.....	20
§25.7	Recall.....	20
ARTICLE 26 - SUBCONTRACTING.....		20
§26.1	Subcontracting prohibited.....	20
§26.2	Exceptions.....	20
§26.3	Reopener for economic crisis.....	21
ARTICLE 27 - CONSOLIDATION.....		21

§27.1	Agreement binding.....	21
§27.2	Prior notification.....	21
§27.3	Maintenance of staff.....	21
ARTICLE 28 - WORKING CONDITIONS.....		21
§28.1	Length of workday.....	21
§28.2	Length of work year.....	21
§28.3	Snow or emergency days.....	22
§28.4	Preparation time.....	22
§28.5	Secondary teacher work load.....	22
§28.6	Duty-free lunch.....	22
§28.7	Use of substitutes.....	22
§28.8	Class size.....	23
§28.9	Faculty meetings.....	23
§28.10	Staff picnic.....	23
§28.11	Notice of assignment.....	23
ARTICLE 29 - TUITION-FREE ATTENDANCE FOR NON-RESIDENT TEACHERS		23
§29.1	Tuition-free attendance.....	23
ARTICLE 30 - ACADEMIC FREEDOM.....		23
§30.1	Philosophy stated.....	23
§30.2	Board policy.....	24
§30.3	Copies provided.....	24
ARTICLE 31 - VACANCIES.....		24
§31.1	Opportunity to apply.....	24
ARTICLE 32 - LONG TERM SUBSTITUTES.....		24
§32.1	Long term substitute defined.....	24
§32.2	Calculation of benefits.....	24
§32.3	Right to apply for a vacant position.....	24
ARTICLE 33 - PARAPROFESSIONALS		24
§33.1	Teacher aides.....	24
§33.2	Teaching assistants.....	24
ARTICLE 34 -- NEGOTIATIONS PROCEDURE		25
§34.1	Notification to reopen.....	25
§34.2	Availability of budgetary and statistical information.....	25
§34.3	Ground rules.....	25
ARTICLE 35 - GENERAL PROVISIONS		26

§35.1	Reprisals prohibited.....	26
§35.2	Severability.....	26
§35.3	Supremacy of agreement.	26
§35.4	Supersession.	26
§35.5	Copies provided.....	26
§35.6	Negotiation of matters not specified.....	26
§35.7	No strike clause.	26
§35.8	Discussion of professional matters.	26
§35.9	Conformance to law.....	26
§35.10	Inclusiveness of agreement.	26
§35.11	Management rights clause.....	27
ARTICLE 36 - SECTION 204-A		27
§36.1	Section 204-A of the Public Employees Fair Employment Act.....	27
ARTICLE 37 - DURATION.....		27
§37.1	Term of agreement.	27
Appendix A - Extracurricular Stipend Schedule.....		28
Appendix B - Coaching Stipends.....		29
Appendix C - Teacher Base Salary Schedule.....		30

ARTICLE 1 – RECOGNITION

§ 1.1 Recognition • unit defined.

Consistent with the Public Employees' Fair Employment Act of the State of New York (Taylor Law), the Board hereby recognizes the Association as the exclusive bargaining agent for a bargaining unit consisting of all teaching personnel employed in a position requiring certification except the Superintendent and all others who evaluate bargaining unit members. Said exclusive recognition shall be granted for the maximum time permitted by law.

ARTICLE 2 - DEFINITIONS

§ 2.1 Definitions.

As used in this agreement:

- (a) The term "agreement" means this document and any other formal, written document governing terms and conditions of employment agreed to and signed by the Association and the Superintendent.
- (b) The term "Association" means the Bradford Teachers Association.
- (c) The term "Board" means the Board of Education of the Bradford Central School District.
- (d) The term "Superintendent" means the Superintendent of Schools of the Bradford Central School District.

§ 2.2 Gender and number.

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

ARTICLE 3 - PAYROLL DEDUCTION

§ 3.1 Association dues deduction

- (a) The district agrees to deduct from the salaries of its teachers dues as set by the Association for teachers who individually and voluntarily authorize said deductions in accordance with the Taylor Law.
- (b) A teacher wishing to use payroll deduction will file with the district the authorization form provided by the Association.
- (c) Dues deductions will be made each pay period after receipt of the authorization.
- (d) The district will transmit the monies deducted each pay period to the Association.

§ 3.2 Agency fee.

- (a) Membership in the Association shall at all times be open to all members of the bargaining unit regardless of race, creed, sex, marital status, color, political affiliation or national origin.

(b) Membership in the Association shall not be, or made, a condition of employment or a preference in employment, nor a condition of or a preference in the continuation of employment of any teacher.

(c) It is recognized that the proper negotiation and administration of collective negotiation agreements on behalf of public employees entails expense to the Association as the exclusive representative of the teachers and that said expense should be shared by all teachers benefiting from such agreements.

(d) To provide for the fair and equal distribution of the financial burden of negotiating for the members of the bargaining unit and administering the agreement so negotiated and providing the supportive services necessary therewith, it is agreed that any teacher who chooses not to join the Association shall have deductions made from his salary in an amount levied by the Association. Said monies shall be deducted in equal amounts from each pay and shall be transmitted to the Association.

§ 3.3 Tax-sheltered accounts.

The district agrees that in accordance with Section 3109 of the Education Law, it will make provisions for payroll deductions for qualifying tax-sheltered annuities.

§ 3.4 Direct deposit.

Upon completion of the proper authorization form, a teacher may elect to have direct deposit of his paycheck to the bank of his choice.

§ 3.5 Credit union.

The district agrees to deduct from salary requested deductions for a federal credit union providing that a payroll deduction form is completed and filed with the district.

ARTICLE 4 - SALARY

§ 4.1 Salary defined.

Teachers' salaries shall consist of a base salary (as per Article 4.2), credit for graduate hours and District in-service credits (as per Article 4.3), if any, and a stipend for one master's degree (as per Article 4.4), if any. Additional stipends as described herein shall be granted as they may apply.

§ 4.2 Salary step placement.

(a) Returning teachers will be placed on step on the salary schedule (Appendix C) in accordance with their years of recognized service and will advance one step each year except as otherwise provided herein.

(b) Newly hired teachers will be placed on step on the salary schedule (Appendix C) in accordance with the number of years of prior service, if any, credited by the district. Salary credit for earned hours and/or degree will be added to the base salary.

(c) A non-tenured teacher who teaches 90 days or less in a school year shall not receive salary credit for that year's service. A non-tenured teacher who teaches 91 days or more in a school year shall receive salary credit for that school year's service.

§ 4.3 Salary credit for hours beyond bachelor's degree.

(a) Teachers who earn graduate hours beyond the bachelor's degree will be paid an additional forty-five dollars (\$45) per hour up to a maximum of sixty (60) hours.

(b) District approved in-service credits will result in a salary increase at the same rate as the payment for other credit hours with fifteen (15) in-service hours being equivalent to one (1) graduate hour.

§ 4.4 Salary credit for an earned master's degree.

Teachers who earn a master's degree will receive additional salary in the amount of six hundred fifty dollars (\$650).

§ 4.5 Reporting credit hours and degrees.

It is the responsibility of the teacher to see that proper credits are reported to the district for credit hours and/or master's degrees. Credits for spring and summer courses should be reported no later than September 15th of that calendar year in order to receive credit for the first semester. Credits for fall courses should be reported no later than January 15th of the following calendar year in order to receive credit for the second semester.

§ 4.6 Attendance incentive.

Any teacher who has attained perfect attendance in any school year will be paid a stipend of two hundred dollars (\$200). Absences for bereavement leave, jury duty and/or approved educational conferences will not be counted as absences for purposes of this section.

§ 4.7 Pay period schedule.

(a) Teachers will be paid on alternate Thursdays.

(b) In the event that a holiday conflicts with a regularly schedule pay day, teachers will receive their paychecks on the last working day immediately preceding the holiday.

(c) The last paycheck will be distributed on the last workday of the school year.

§ 4.8 Part-time teachers.

(a) Teachers who are employed less than full-time will be paid on a pro-rated basis, based on scheduled hours.

(b) In the event that a part-time teacher is appointed to full-time position, immediately subsequent to his part-time assignment, the time already served in the district will be counted for both salary and seniority purposes. Such time shall be calculated on a pro-rata basis for the scheduled time employed. Substitute teachers are specifically exempted from the provisions hereof.

§ 4.9 IRC Section 125 account.

The district will provide a qualified IRC Section 125 Plan subject to the following conditions.

(a) The plan administrator will be jointly agreed to by the Association and the district.

(b) The administrative cost of the plan will be borne by the district.

(c) The plan document will be agreed to by the Association and the district and will be incorporated herein by reference.

ARTICLE 5 - COACHING AND EXTRACURRICULAR

§ 5.1 Posting and assignment.

(a) All extracurricular and coaching positions where a vacancy occurs will be posted for a period of fifteen (15) calendar days.

(b) If after ten (10) calendar days from the time of the posting of the vacancy no teacher has applied for the posted position, the Superintendent will inform the Association president of the vacant position.

(c) If the Association cannot find a candidate within five (5) calendar days after notification from the district, the Association president shall notify the Superintendent that there are no applicants. If there are no qualified teachers, the Superintendent is free to hire non-bargaining unit persons.

§ 5.2 Coaching and extracurricular stipends.

(a) The stipends paid for extracurricular and coaching positions are set forth in Appendices A and B.

(b) The district will establish a fund of two thousand dollars (\$2,000) each year of this agreement to recognize teachers who have initiated special projects, obtained grant equipment, and who may have presented at a professional conference. There will be no more than five (5) awards given by the Committee per year. The awarding of monies will be made by a review committee of one (1) administrator, two (2) teachers and two (2) Board members.

§ 5.3 Athletic director's preparation time.

In addition to the stipend listed in Appendix A, the athletic director will be given the equivalent of three (3) periods per week release time from the normal teacher workday to perform the functions of the position.

§ 5.4 Title I coordinator's preparation time.

The Title I/PCEN coordinator will be given the equivalent of two (2) periods per week release time from the normal teacher workday to perform the functions of the position.

§ 5.5 Chaperones.

(a) For those school functions for which chaperones are required, the district will seek volunteers for said assignments. The schedule for dates when chaperones are needed will be provided to teachers as far in advance as possible.

(b) In the event that chaperones are needed beyond those that volunteer, the district may assign teachers to chaperone on a rotating basis. Teachers may trade assignments providing they make their own arrangements and providing the district is notified in advance of the name of the teacher who will chaperone the event.

(c) Teachers will be compensated at the rate of fifteen (\$15.00) per hour for the time required by the district for chaperone duties. The duties and responsibilities of the chaperone are those listed in the faculty handbook.

§ 5.6 Coaching and extracurricular pay options.

Teachers who are assigned to the coaching and extracurricular positions will have their stipend pro-rated and included in the regular paychecks.

ARTICLE 6 - HEALTH INSURANCE

§ 6.1 Teacher contribution.

A teacher who elects to receive health care coverage through a district-sponsored health insurance plan will contribute toward the premiums as follows:

- (a) ten percent (10%) of the single plan premium
- (b) six percent (6%) of the family plan premium. Beginning with the 2003-04 school year the teacher contribution for the family plan will be eight percent (8%). Beginning with the 2004-05 school year, the teacher contribution for the family plan will be 10 percent (10%).

This premium will be paid through payroll deduction.

§ 6.2 Retiree's coverage.

Teachers retiring after June 30, 2002 will pay fifteen percent (15%) of the premium for either individual or family health insurance coverage through a district sponsored health insurance plan.

- (a) Teachers are required to have at least twelve (12) years of service with the district in order to be eligible for this benefit.
- (b) To ensure that future negotiations do not impact adversely upon the benefit provided to retirees, the parties agree that they will develop a mutually agreeable form to serve as an individual contract between the district and the retiring teacher. Such form, once developed, will be incorporated herein by reference.

§ 6.3 Health care plan.

Contingent upon approval of the Genesee Area Healthcare Plan, the district will provide health care coverage with two options.

Option 1: The Steuben Area Schools Employee Benefit Plan (SASEBP)

Option 2: The Genesee Area Healthcare Plan (GAHP)

Beginning July 1, 2003, all new teachers must choose Option 2.

Beginning July 1, 2004, all new and existing teachers must choose Option 2. At this time, Option 1 will become obsolete.

§ 6.4 Maintenance of benefits.

Teachers agree to changes in benefits and prescription drug formularies of the Genesee Area Healthcare Plan as they are approved by the Board of Directors of such plan.

§ 6.5 Plan document and administrative manual incorporated herein.

The plan document and the administrative manual are hereby incorporated by reference.

§ 6.6 Payment in lieu of insurance.

(a) If a teacher is eligible for health insurance coverage but elects not to participate, he will receive an annual stipend of nine hundred dollars (\$900) if eligible for an individual plan and one thousand five hundred dollars (\$1,500) if eligible for a family plan.

(b) A teacher electing this option will provide the district with proof of health coverage elsewhere and will sign a "waiver of health care coverage" form.

(c) A teacher who elects to stop participation in the health care plan at any time other than July 1st will have his payment in lieu of insurance appropriately pro-rated. Likewise, a teacher who re-enters the plan during a school year will have his payment pro-rated.

(d) A teacher electing to re-enter the plan will be reinstated on the first day of the month following the teacher's election to re-enter.

(e) The payment will be made during the final pay period of the school year and will not be included in any paycheck.

ARTICLE 7 - SICK LEAVE

§ 7.1 Allocation • permitted use.

Each teacher shall receive ten (10) days sick leave per year. Sick leave may be used for personal illness or physical disability. Such leave may also be used when a serious illness in the teacher's immediate family (spouse, child, or parent regardless of residence) or when a serious illness of any person residing with the teacher requires it.

§ 7.2 Accumulation.

Any of the annual leave days referred to above, not used during the year, will accumulate as sick leave days up to a maximum of two hundred twenty-five (225) days.

§ 7.3 Advance notification.

(a) Should a teacher become aware of a future period of disability due to scheduled surgery or pregnancy, the Superintendent shall be notified as soon as practical to the timing and length of such disability.

(b) Five (5) days' notice shall be given whenever it has been determined that a teacher who has been physically disabled for an extended period of time is now physically capable of assuming his school responsibilities.

§ 7.4 Payment for unused sick leave.

Teachers who retire from the district will be credited for their accumulated sick leave days subject to the following conditions:

(a) Teachers are required to have had at least 12 consecutive years of service with the district in order to be eligible for this benefit.

(b) Teachers who opt to receive a cash payment for accumulated sick leave days shall be compensated at the rate of ten dollars (\$10) per day. The teacher shall receive this payment in his/her last paycheck.

(c) In lieu of receiving a cash payment, teachers may elect to apply the credit for accumulated sick days toward the teacher's portion of health insurance premiums in retirement. When electing this option, accumulated sick leave days will be credited at the rate of forty dollars (\$40) per day.

§ 7.5 Late arrivals.

Except for emergency situations, late arrivals will be charged to the teacher's personal or sick leave time in one-half (.5) day blocks. Emergency late arrivals will be charged to personal or sick leave time according to the period of lateness.

ARTICLE 8 - SICK LEAVE BANK

§ 8.1 Purpose.

The purpose of the sick leave bank is to permit the withdrawal therefrom by any teacher who has joined the bank and has or will have exhausted his unused sick leave.

§ 8.2 Bank maximum.

The maximum number of days in the bank will be two hundred sixty (260) days provided, however, that the number of days may be increased beyond two hundred sixty (260) days if new teachers are hired who wish to join the bank.

§ 8.3 Contributions.

The Association will be responsible for determining how teachers will be required to contribute days to the bank consistent with the following.

(a) Contributions to the bank must be completed within thirty (30) school days from the first workday in the school year, with the following exceptions:

(1) A teacher new to the district, who begins employment after the start of the school year, shall have thirty (30) teacher workdays to join the bank by contribution of one (1) day.

(2) Should contributions be requested by the Association to replenish the bank at a time other than the beginning of the school year, teachers shall have thirty (30) days from the date of request to contribute.

(b) When the number of available days in the bank falls below one hundred fifty (150) days, participating teachers will be required to contribute one (1) additional day.

§ 8.4 Administering the bank.

The bank will be administered by a committee of two (2) teachers and one (1) administrator. Teachers are to serve a term not exceeding five (5) years and will be selected and appointed by the Association president. The administrator is to be appointed by the Superintendent. The committee will serve without compensation.

§ 8.5 Eligibility.

The only teachers who are eligible to receive days from the bank are those who have joined by virtue of contributing days.

§ 8.6 Rules for receiving days.

The committee will observe the following rules when granting days from the bank.

(a) The bank may only be used for absences covered by Article 7 that are at least five (5) consecutive school days in duration.

(b) Requests for withdrawal of days from the bank must be made in writing and include a statement from the teacher's physician as to the need for sick days and the predicted length of absence. In an emergency situation, the committee may, at its discretion, waive the written request requirement.

(c) The committee, at its option, may require a statement from a second physician verifying the need for sick leave days. The cost of obtaining this statement will be shared by the Association and the district.

(d) No teacher shall be eligible to receive more than ninety (90) days from the bank on the initial application. No teacher shall be given an extension of a grant of days from the bank for a cause other than that of the absence for which the original days were given, without submitting a new application relating the cause of the absence.

(e) There is no limit as to the number of times a teacher may apply to the committee.

(f) Circumstances not covered by the above rules will be dealt with on an individual basis by the committee.

(g) Any teacher who was mandated by previous contracts to contribute days to the bank is eligible to use those days for prolonged illness in lieu of the five (5) days' definition in §8.6(a) or as sick leave days when accumulated sick days are exhausted.

§ 8.7 Repayment.

(a) A teacher who receives days from the sick leave bank will make an annual repayment of three (3) days per year until all borrowed days have been paid back.

(b) A teacher who has borrowed days from the sick leave bank and dies while in service or a teacher who retires will not be obligated to pay back any days owed to the sick leave bank.

ARTICLE 9 - PERSONAL LEAVE

§ 9.1 Allocation.

Each teacher shall receive three (3) days of personal leave each year.

§ 9.2 Unused days.

Any unused personal leave days will be added to the teacher's accumulated sick leave.

§ 9.3 Procedure.

(a) A request for personal leave must be made in writing at least twenty-four (24) hours in advance except in emergency situations.

(b) No reason for the leave need be given.

(c) Emergency personal leave may be granted at the discretion of the Superintendent. In an emergency situation, the twenty-four (24) hour notice will be waived and the teacher is required to provide a reason for the requested leave.

§ 9.4 Limitations.

(a) Personal leave may be taken either the workday immediately preceding or immediately following a holiday providing that the teacher requests the use of the day at least two (2) weeks in advance of such use. The teacher must submit a reason for the use of the day. The granting of the day requested is at the discretion of the Superintendent.

(b) No more than five (5) teachers may use personal leave on any one day. If more than five (5) teachers submit requests for personal leave on any one day, the leave will be granted in the order requested (i.e., first requested, first granted).

(c) No more than four (4) teachers may use personal leave on a day before or after a vacation. If more than four (4) teachers submit requests for personal leave on a day before or after a vacation, the leave shall be granted in the order requested (i.e., first requested, first granted). Leave may be granted on a day before or after a vacation to more than four (4) teachers at the Superintendent's discretion.

ARTICLE 10 - FAMILY MEDICAL LEAVE ACT

§10.1 Family Medical Leave Act (FMLA).

The parties agree that a teacher on an unpaid leave is entitled to receive twelve (12) weeks of health insurance coverage during each school year subject to the following conditions.

- (a) The leave is for a purpose defined in the FMLA entitling the teacher to coverage.
- (b) The teacher was enrolled in the health insurance plan prior to the inception of the leave.
- (c) The district will be responsible for paying the premium at the same rate that it pays for active teachers.
- (d) The commencement and termination of the twelve (12) week period of coverage will be determined by the teacher.
- (e) For purposes of implementing the FMLA, a year will be defined as a school year (July 1 through June 30).

ARTICLE 11 - BEREAVEMENT LEAVE

§11.1 Death in immediate family • immediate family defined.

All full-time teachers shall be entitled to five (5) working days bereavement leave for the immediate family. Immediate family shall be defined for the purpose of this paragraph as the teacher's parents, children, siblings, spouse, mother and father-in-law, grandparents, and if they are living with the teacher, the legal guardian or custodian.

§11.2 Other relatives.

One (1) workday will be granted in the event of the death of a relative not included in the definition of immediate family.

§11.3 Entitlement per death.

The bereavement days provided herein are to be available for the death of any eligible person included regardless of the number of events per year.

§11.4 Additional use.

Bereavement leave may be used to settle financial and/or legal issues resulting from the death.

ARTICLE 12 - PARENTAL LEAVE

§12.1 Purpose • length of leave.

A leave of absence without pay for child care shall be granted to any teacher upon request. The right to be granted this leave shall include adoption of a child. This leave will be granted for a period not to exceed one (1) year. An extension not to exceed a total of two (2) years may be approved by the Board provided the teacher requests such an extension by April 30th.

§12.2 Early return.

The teacher may return to his position prior to the expiration of the leave upon presentation of his physician's written consent providing that he gives the district at least thirty (30) days written notice. In the event of a miscarriage or death, the thirty (30) day notice will be waived. The thirty (30) day notice may also be waived by mutual agreement of the parties.

ARTICLE 13 - HEALTH LEAVE

§13.1 Purpose.

Any teacher unable to teach because of illness or disability shall, upon request, be granted a leave of absence without pay, whether or not he has exhausted all paid leave available.

§13.2 Length of leave.

The teacher will be entitled to receive the leave for up to two (2) years provided, however, that the leave's duration will not exceed the duration of the illness for which the leave was granted.

§13.3 Documentation.

Documentation certifying to the teacher's ability to work may be required at the discretion of the Superintendent.

§13.4 Salary placement upon return.

When the teacher returns to work, his absence will be treated as time worked for placement on the salary schedule.

ARTICLE 14 - JURY DUTY/COURT APPEARANCE

§14.1 Jury duty.

Teachers selected for jury duty will be granted leave with pay. Any compensation received by the teacher shall be reimbursed to the district provided, however, that actual compensation received for mileage and/or meals shall not be reimbursed.

§14.2 Court appearance.

Teachers who are required to appear in court (i.e., are subpoenaed) to testify will be granted leave with pay.

ARTICLE 15 - MILITARY LEAVE

§15.1 Military leave.

There shall be no loss of benefits as provided for in Section 3101 of the Education Law and Section 243 of the Military Law.

ARTICLE 16 - CONFERENCES/SCHOOL VISITATIONS

§16.1 Allocation • days not deducted.

With the permission of the Superintendent teachers may have the privilege of attending one (1) professional conference or visitation per year in their own or a related field. Such days are not to be deducted from leaves and shall be kept separate from any days designated as Superintendent conference days.

§16.2 Limitations.

No more than two (2) teachers may have the same days at a professional conference and no teacher may have more than two (2) consecutive school days. Additional days may be granted beyond the days specified herein at the discretion of the Superintendent.

ARTICLE 17 - LONG TERM LEAVE

§17.1 Procedure.

A teacher who wishes to receive a long term, unpaid leave will submit a written application to the district at least one (1) semester prior to the intended commencement of the leave. The Superintendent may make a recommendation on the teacher's request to the Board with a copy to the teacher.

§17.2 Eligibility • minimum and maximum duration.

- (a) In order to be eligible to apply for a long term leave, the teacher must have worked in the district at least four (4) years.
- (b) Any leave requested must be for a minimum of one (1) semester and cannot exceed two (2) semesters.

§17.3 Applicant can meet with Board.

- (a) The applicant will be given an opportunity to meet with the Board prior to rendering a decision.
- (b) Any applicant turned down by the Board may request a hearing with the Board.

§17.4 Notification of decision.

The Board will finalize all decisions such that the applicant will be notified in writing within thirty (30) calendar days after submission of the application to the Board.

§17.5 Notification of return to work.

The applicant will submit a letter to the Board stating his intentions of returning to his position at least thirty (30) calendar days before the expiration of his leave.

ARTICLE 18 - BENEFITS WHILE ON UNPAID LEAVE

§18.1 Benefits retained.

Except as otherwise provided herein a teacher will lose no rights as a result of an unpaid leave nor will the teacher, however, acquire any additional rights except those that may accrue as a result of changes in this agreement.

§18.2 Placement upon return.

Upon return from an unpaid leave the teacher will be placed in the same position held at the commencement of the leave, if available, or, at the discretion of the Superintendent, in the most closely related equivalent position available. The returning teacher will be credited with the appropriate years of service at the discretion of the Superintendent.

§18.3 Insurance participation.

A teacher on an unpaid leave may continue to participate in the health insurance plan by paying the full cost of the premium equivalent.

ARTICLE 19 - SABBATICAL LEAVE

§ 19.1 Eligibility.

A teacher applying for sabbatical leave must have a minimum of five (5) years service in the district, although greater longevity will tend to have priority. Sabbatical is considered by the district to be both a reward for prior service rendered at a high level of proficiency and a means to gain further knowledge and experience to enhance the capacity to teach the students in the district and benefit the overall learning process. Approval for the leave will not be granted unless the courses to be taken are in the teacher's area of certification or in a related field.

§ 19.2 Returning after leave expires.

A teacher receiving sabbatical leave will be expected to serve the district a minimum of two (2) years following the completion of such leave, unless other mutually agreed upon arrangements are reached. Prior to starting a sabbatical leave, the recipient of the leave will sign a demand promissory note for the amount of wages that will be paid by the district. At the end of the first year of teaching in the district, one-half (.5) of the note will be forgiven. At the end of the second year of teaching in the district, the remaining one-half (.5) will be forgiven. The format of the demand note will be mutually agreed upon by the parties.

§ 19.3 Salary.

Salary during any sabbatical leave will be the designated fraction of the annual salary of the year immediately preceding the commencement of actual leave. A teacher receiving sabbatical may be required to give periodic reports on his program and its progress to the Superintendent. If the intent of the original program is altered, it may necessitate a re-weighing of the grant and possible adjustments in salary allotted.

§19.4 Tenure status maintained.

Sabbatical leave cannot and will not affect tenure status. However, this is not to be construed to mean that the Superintendent is forbidden to alter specifics of teaching assignments while the teacher is on leave.

§19.5 Duration.

Sabbatical leave may be granted for a full academic year at one-half (.5) salary, or for summer study over a period of three (3) or four (4) years. Except in extreme emergency, summers would be expected to run concurrently and would be remunerated at one-sixth (1/6) annual pay if the three year (3) summer program is elected, or one-eighth (1/8) annual pay if the four year (4) summer program is elected.

§19.6 Procedure for applying.

(a) Application for sabbatical leave must be made in writing to the Superintendent by February 1st for the following fiscal year. The program planned and the enrichment anticipated must be clearly stated. The Superintendent must approve the plan as of value to the district.

(b) The Superintendent will make a recommendation in writing to the Board and present it with the original letter of application. A copy of this recommendation will be given to the applicant.

(c) The Board reserves the right to request an interview with an applicant before rendering a decision. The Board also reserves the right to deny any and all applications for sabbatical leave, but will be required to have the clerk write a letter to the applicant stating its reasons for doing so.

(d) Any applicant turned down by the Board may request a hearing with the Superintendent to be followed, if desired, by a hearing with the Board.

(e) The Board will finalize all decisions such that the applicant will be notified within one (1) week after two (2) regular Board meetings following the deadline for application.

§19.7 Restoration of position.

Upon return from such leave, the teacher shall be placed in the same position held at the commencement of the leave or, at the discretion of the Superintendent, the most closely related equivalent position available.

ARTICLE 20 - ASSOCIATION PRIVILEGES

§20.1 Association leave.

(a) The Association is entitled to use up to five (5) days per year for Association business.

(b) The Association will notify the Superintendent at least forty-eight (48) hours in advance of the teacher using the leave and the purpose.

(c) The Association will pay for substitute teachers for Association Leave.

§20.2 Telephone.

The Association may have a telephone installed in the faculty room for its exclusive use.

§20.3 Use of mailboxes.

The Association may use the teacher mailboxes to distribute materials to members of the bargaining unit.

§20.4 Copies of Board agenda and minutes.

The Association will be provided with a copy of the Board meeting agenda and minutes.

ARTICLE 21 - TEACHER EVALUATION

§21.1 Observation required.

All evaluations will consist of an observation and post conference. A pre-evaluation conference may be included.

§21.2 Frequency.

- (a) Non-tenured teachers will be evaluated a maximum of six (6) times per year. Two (2) of these evaluations will include a pre-conference, one of which must be the first evaluation which will occur within the first ninety (90) days of employment.
- (b) Tenured teachers will be evaluated at least once every two (2) years.
- (c) Teachers may request additional evaluations for specific problems or needs.

§21.3 Procedure.

- (a) Formal evaluation of the teacher shall be done only by individuals certified in either supervision or administration.
- (b) Each written evaluation must be based on an observation of at least twenty (20) minutes duration. The evaluation will normally cover a complete lesson or an entire period.
- (c) After each evaluation, a conference with the teacher will be held within two (2) weeks when school is in session. At these conferences, the evaluator will discuss the completed evaluation with the teacher and the teacher will receive a copy of the evaluation. The teacher will be allowed to be accompanied at the conference by a representative of his choice.
- (d) Teachers will sign evaluation forms only as an indication that they have seen and discussed the evaluation. The teacher's signature does not constitute either approval or disapproval of the evaluation.
- (e) Teachers will have ten (10) school days after a conference to respond to an evaluation. The evaluator has four (4) school days to respond to the teacher's response. The teacher then has four (4) additional school days to respond to the evaluator's response. These days can only be extended in the event one party is absent from work. After the teacher has had the opportunity to make a second response, no further written communication will be allowed on the evaluation in question.

§21.4 Prior notification (non-tenure teachers).

Notification of a ten (10) school day period in which an observation will take place shall be given each non-tenured teacher prior to his formal evaluation.

§21.5 Observations conducted openly.

All formal monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher as defined in §21.3(b). The use of public address or audio systems and similar surveillance devices shall not be used for this purpose.

§21.6 Annual evaluations.

Each teacher will have an annual evaluation completed by the administration using the evaluation form developed by the Association and the district.

§21.7 Fully documented.

Any information used to evaluate a teacher's performance other than the above formal evaluations must be fully documented and must be handled consistent with Article 22.

§21.8 Standards and expectations.

The district will provide each teacher with a listing of job duties and responsibilities as well as a clear written explanation of the standards and expectations that will be used to evaluate their performance.

§21.9 Clinical supervision training.

The following procedures will apply to all non-certified administrator evaluations.

(a) As part of the district's continuing commitment to improve instruction, teachers may be asked to participate in in-service training including clinical supervision concepts for professional growth. All such training shall be conducted during work hours within the teacher work year provided, however, that teachers may voluntarily agree to participate at times other than during the regular workday. Teachers who participate in the program may be required to have an evaluation done by a non-bargaining unit mentor once a teacher has received the clinical supervision training.

(b) If teachers voluntarily agree to assist other teachers in professional growth experiences, no aspect of such assistance will be used by the district to evaluate a teacher's performance. Any teacher or mentor who assists other teachers using the evaluation process will not have his opinion sought nor related written materials used in any case, including, but not limited to, discipline or dismissal, by any of the parties involved.

(c) All costs of any in-service training shall be borne by the district.

§21.10 Use of video equipment.

The following applies to the use of video recording equipment in the classroom to be used to improve a teacher's performance.

(a) A teacher will be furnished with one (1) tape for the VCR. This tape will be always in the custody of the teacher and will be the only tape used in recording any activities of the teacher in the classroom. At such times as the video equipment is used to record a teacher's actions in the classroom, the camera will be focused only on the teacher. The camera will be set up and taken down by the teacher in the back of the room and will not be moved except by the teacher.

(b) When an administrator evaluates a teacher, the administrator may request that the class being observed be recorded by the video recording equipment.

(c) After the administrator writes the evaluation and presents it to the teacher, the teacher agrees to review the tape of the class. The review of the tape may be done privately or in the presence of the administrator. The decision to review the tape with any other person present shall be exclusively the decision of the teacher. After the teacher has reviewed the tape, the teacher may erase the tape or keep it.

(d) The sharing of the tape with anyone will be voluntary and no negative or adverse conclusions will be drawn from a teacher's refusal to allow anyone else to see the tape.

(e) Teachers may use the video equipment on their own depending on availability for the purpose of recording their own classes in order to improve instruction.

(f) The priority of use for the video equipment shall be as follows: Instructional evaluation, first time self-evaluation, follow-up evaluation and/or classroom use (i.e., recording events in the classroom such as club activities and class projects).

(g) The district agrees that nothing obtained through the use of the video equipment can or shall be used against the teacher for the purpose of dismissal and/or discipline.

(h) The use of the video equipment is for the purpose of improving classroom instruction.

(i) It is clearly understood that at no time can a recording of the instruction of a class which has been recorded on video equipment be taken out of the teacher's possession or custody without the written consent of the teacher.

ARTICLE 22 - PERSONNEL FILE

§22.1 Right to review and make copies.

Teachers will have the right, upon request, to review the contents of their personnel file and to make copies of any documents in it with the exception of pre-hire documents.

§22.2 Right to representation.

A teacher will be entitled to have a representative accompany him during such review.

§22.3 Right to review prior to placement.

No material pertaining to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

§22.4 Right to respond.

Except as otherwise provided herein, a teacher will have the right to submit a written response to any materials placed in his personnel file within ten (10) school days of its placement therein. The response will be reviewed by the Superintendent and attached to the file copy.

ARTICLE 23 - GRIEVANCE PROCEDURE

§23.1 Purpose.

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

§23.2 Definitions.

(a) The term "grievance" means a complaint by one or more teachers of a violation, misapplication or misinterpretation of the agreement.

(b) The term "Association" means the Bradford Teachers Association.

(c) The term "aggrieved party" means the Association and/or any teacher in the bargaining unit filing a grievance.

(d) The term "party in interest" means any party named in a grievance who is not the aggrieved party.

§23.3 Procedures.

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

(b) Except for the informal decisions at Level 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the teacher, his representative and the Association.

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

(d) The Board and the Association agree to facilitate any investigation which may be required and to make available any relevant materials, documents, communications, and records concerning the alleged grievance.

(e) Except as otherwise provided in §23.5(a) and (b), an aggrieved party shall have the right at all levels of grievance to confront and question all witnesses on his own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every level of this grievance procedure.

(f) Forms for filing grievances and taking appeals will be those forms found in the appendix of this agreement. The forms will be printed at the district's expense and distributed to the Association so as to facilitate operation of the grievance procedure.

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

(h) Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement, and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determinations, pursuant to this procedure, while such adjustment shall be final and binding upon the aggrieved party and party in interest concurring therein, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

(i) The grievant may choose whomever he wishes to represent him at levels 1, 2 and 3 of this procedure except that such representation may not be a representative of a competing employee organization.

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

§23.4 Time limits.

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

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

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

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

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

§23.5 Level 1 • Superintendent.

(a) A teacher having a grievance will discuss it with the Superintendent, either directly or through a representative with the objective of resolving the matter informally. The Superintendent will confer with all parties in interest, but in arriving at this decision, will not consider any material or statements offered by or on behalf of such party in interest with whom consultation has been had without the aggrieved party or his representative present. If a teacher submits a grievance through a representative, the teacher shall be present during the discussion of the grievance unless the teacher is unable to attend because of ill health.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent. Within five (5) days after the written grievance is submitted to him, the Superintendent shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher or his representative.

§23.6 Level 2 • Board.

(a) If the teacher and/or the aggrieved party are not satisfied with the decision at Level 1, an appeal may be filed, in writing, with the Board within fourteen (14) calendar days after receiving the decision at Level 1, at which time both the grievant and the Superintendent may be heard independently and the Board will render its decision independently or with the assistance of its attorney.

(b) Within fourteen (14) calendar days after receipt of an appeal, the Board or a committee of at least three (3) thereof, unless one (1) Board member is ill, shall hold a hearing on the grievance in the presence of the grievant and the Association's representative, except if the grievant cannot be present because of ill health. It shall be a closed hearing.

(d) Within twelve (12) calendar days after the conclusion of the hearing, the Board will render a decision, in writing, on the grievance. Such decision shall be served upon the grievant, his representative and the Association.

§23.7 Level 3 • arbitration.

(a) After such hearing, if the teacher and/or the Association are not satisfied with the decision at Level 2, the Association may submit the grievance to arbitration by written notice to the Board within twelve (12) school days of the decision at Level 2, after service of a copy of the decision.

(b) Within ten (10) school days after such written notice of submission to arbitration, the issue shall be submitted to the American Arbitration Association and the parties will be bound by their rules and procedure.

(c) The selected arbitrator will hear the matter promptly and will issue his decision not later than sixteen (16) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be written and will set forth his findings of fact, reasoning and conclusions on the issue.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.

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

(f) The costs for the services of the arbitrator will be borne equally by the Association and the Board.

ARTICLE 24 - DISMISSAL PROCEDURE

§24.1 Probationary teacher.

(a) The district shall comply with the provisions of Education Law 3031 if it intends to dismiss a probationary teacher.

(b) Following the receipt of the reasons for the dismissal, the teacher may, at his discretion, request an informal conference with the Board for the purpose of having either himself or his representative respond verbally to the written reasons. The teacher will be allowed only one (1) representative at the conference with the Board, but may have additional persons attend if he deems it necessary providing that the additional persons may be called in to this conference at the option of the teacher or his representative, but shall not be present at the entire conference. The grievance chairperson and/or the Association president may also be present at this conference. Such conference, if requested, shall be granted.

(c) In the event that the district is considering the dismissal of a teacher, the Superintendent shall notify the teacher in writing of said intent prior to making any recommendation to the Board.

§24.2 Part-time teacher.

No part-time teacher shall be disciplined or dismissed without just cause.

ARTICLE 25 - REDUCTION IN FORCE

§25.1 Seniority defined.

In determining seniority for purposes of this agreement, seniority means the number of years of employment in the district within each teacher's tenure area.

§25.2 Seniority for part-time teachers.

(a) Seniority for part-time service will be credited on the basis of actual time worked in the tenure area (i.e., half-time teachers will receive one [1] year seniority credit for each two [2] years of one-half [.5] time service). Part-time teachers, other than those referred to in §25.2(b), will not be placed above full-time teachers on the seniority list.

(b) Teachers whose service has been reduced to part-time through a job reduction shall receive full credit (not pro-rated) for such part-time services.

§25.3 Section 30.13 applied.

Section 30.13 of the rules of the Board of Regents will apply to all pre and post August 1, 1975, teacher appointments.

§25.4 Breaking ties.

In the event of a tie in length of service, the tie will be broken in the following descending order.

- (a) Total length of credited service in the district;
- (b) Effective date (the date the teacher commenced teaching);
- (c) Appointment date (Board resolution of an appointment);
- (d) Order that appointee's name appears in the Board minutes.

§25.5 Breaks in service.

A break in service will terminate computation of and rights to seniority. Break of service means a discontinuance of service without a leave of absence from the district.

§25.6 Impact of leaves.

Service time will be computed for leaves of absence with pay. If a leave of absence is taken without pay, then no service time shall be credited, however, the prior time will not be lost as set forth in §25.5.

§25.7 Recall.

Recall of teachers who have been laid off shall be in accordance with their place on the preferred eligibility list. Recall shall occur in the teacher's tenure area or in an area where the teacher has certification or proficiency as vacancies occur.

ARTICLE 26 - SUBCONTRACTING

§26.1 Subcontracting prohibited.

No work presently performed by members of the bargaining unit shall be performed by any non-bargaining unit person, or subcontracted to any other party without the express written consent of the Association.

§26.2 Exceptions.

- (a) The existing BOCES' classes shall be excluded from this provision.

(b) The district will have the right to send students to another school district so long as there is no loss in benefits to any members of the bargaining unit, no reduction in the bargaining unit or that class demands increase so that a new bargaining unit position could be created. It is also understood by the parties that this exception is granted solely for the purpose of providing flexibility to the district in scheduling students for special classes such as advanced languages, math and science.

§26.3 Reopener for economic crisis.

In the event of a severe economic crisis that results in the impending closing of the district, the parties agree to reopen negotiations on this article.

ARTICLE 27 - CONSOLIDATION

§27.1 Agreement binding.

During its duration, this agreement shall be binding upon the Board and any school district into which this district may be annexed, consolidated, merged or reorganized unless otherwise agreed to by the Association.

§27.2 Prior notification.

In the event that the district contemplated annexation, consolidation, merger or reorganization, the Board shall so inform the Association in a timely manner, which shall be at least one hundred twenty (120) days prior to the effective date of such annexation, consolidation, merger or reorganization.

§27.3 Maintenance of staff.

In the event of such an annexation, consolidation, merger or reorganization, the Board shall consider as one of its prime responsibilities, the maintenance of the existing staff employed by the district at that time.

ARTICLE 28 - WORKING CONDITIONS

§28.1 Length of workday.

(a) The teacher workday will run for 7 hours and 35 minutes. The Teacher's Handbook will define the actual time teachers will work. On Fridays and on days immediately preceding a vacation, the end of the teacher's workday will commence when the main bus run leaves the campus.

(b) Notwithstanding the provisions of §28.1(a), teachers may be assigned on a rotating basis to cover student detention at the end of the student day. Teachers with detention duty will have their workday extended until the end of the detention. Student detention will not be held on Fridays nor on those days immediately preceding a vacation or holiday.

(c) Teachers will be allowed to leave school after the 2:45 p.m. dismissal with permission of the Superintendent. The Superintendent will at his discretion, grant all reasonable requests. The teacher must divulge the nature of the reasons for requesting an early dismissal unless the reason for the early dismissal is confidential in nature (such as counseling or doctor's appointments).

§28.2 Length of work year.

The teacher work year will be a maximum of one hundred eight-four (184) days and will begin on the day following Labor Day and end on the earlier of the Friday of Regents week or June 30th. Included in the work year will be:

(a) at least one (1) day per year for department meetings for K-12.

(b) one (1) day per semester for parent-teacher conferences in grades K-12. It is understood that, if necessary, in order for a parent to attend a conference, a teacher may have to hold a conference after normal school hours on these days.

(c) an additional day per year, at the discretion of the district, for curriculum development.

§28.3 Snow or emergency days.

When school is closed as a result of snow or other emergency conditions, teachers will not be required to report to work. If the number of snow or emergency days used in any school year would result in insufficient instructional days to meet the minimum established by the State Education Department, any required makeup days will be scheduled.

§28.4 Preparation time.

(a) Each secondary teacher, as well as each special area teacher, will be given a minimum of one (1) duty-free period for preparation per day. Such time shall be equivalent in length to the normal classroom period and shall be exclusive of the lunch period.

(b) Each elementary teacher will have a minimum of sixty (60) minutes per day relief from normal instructional time exclusive of the lunch period. In the case of those classes that have a full-time paraprofessional, teachers may utilize the paraprofessional as necessary to provide the relief time.

§28.5 Secondary teacher work load.

(a) Exclusive of special area teachers, no junior or senior high teacher will be required to teach more than seven (7) courses per semester.

(b) A teacher who teaches seven (7) courses per semester may be assigned a maximum of one (1) non-teaching period per week. Such teacher will not be assigned an extra duty (breakfast, lunch or front hall monitor).

(c) A teacher who teaches six (6) courses per semester may be assigned a maximum of five (5) non-teaching periods per week.

(d) No special area teacher will be required to teach/supervise more than thirty-five (35) periods per week.

§28.6 Duty-free lunch.

Each teacher will be provided with a thirty (30) minute duty-free lunch each day.

§28.7 Use of substitutes.

(a) The district will hire substitutes for all teachers who are absent from school, except in situations where this is impossible or impractical.

(b) Teachers may be asked to cover other teachers' classes in an emergency situation. However, where adequate notice is given to the administrator, he will attempt to hire a substitute.

§28.8 Class size.

(a) The district will be guided by a maximum class size of twenty-five (25) students per class. when elementary class size exceeds thirty (30), the administration, in consultation with a committee of elementary teachers, will attempt to schedule extra duty among those teachers whose class load is less than thirty (30) and provide the classroom with a full-time aide.

(b) If class size is over thirty (30) the district will strongly consider splitting the class into two smaller units.

§28.9 Faculty meetings.

(a) Professional meetings of the staff may be called up to one (1) hour per week if requested by the Association, Board or administrator. Such meetings shall begin immediately after student dismissal.

(b) Except in an emergency situation, teachers shall receive at least forty-eight (48) hours prior notification of the scheduling of such meetings.

(c) A written agenda, where practicable, for any meetings will be given out twenty-four (24) hours in advance except in emergency situations.

§28.10 Staff picnic.

Depending upon financial constraints of the district, the Board will offer an annual staff picnic, for the purpose of promoting positive working relationships and establishing a communicative climate.

§28.11 Notice of assignment.

All teachers will be issued a written preliminary assignment notice by June 30. Any changes in individual assignments will be given in writing as soon thereafter as is practicable. The notices referred to herein will include the specific subject and grade level assignment whenever possible.

ARTICLE 29 - TUITION-FREE ATTENDANCE FOR NON-RESIDENT TEACHERS

§29.1 Tuition-free attendance.

Any teacher who does not reside in the district and desires to bring their children to the district may do so free of charge.

ARTICLE 30 - ACADEMIC FREEDOM

§30.1 Philosophy stated.

The Association and the district recognize that the maintenance of a climate of intellectual freedom is fundamental to the learning process. We believe it is the right of the learner and his teachers to explore, present and discuss divergent points of view in the quest of knowledge and truth.

§30.2 Board policy.

The Board, the administration and the Association agree to support the present Board policy relating thereto. In the event a question of censorship should arise concerning books and materials used in the learning situation or learning experiences, from within or without the district, the Board policy will apply.

§30.3 Copies provided.

Each teacher will receive a copy of the district's policy on academic freedom in the teacher handbook on the first scheduled day of school. Thereafter, each new employee will receive a copy on or before his first day of work.

ARTICLE 31 - VACANCIES

§31.1 Opportunity to apply.

In the event that a position becomes vacant, teachers will be given the opportunity to apply for said position and shall be considered along with other candidates, providing the teacher has the necessary certification for the position.

ARTICLE 32 - LONG TERM SUBSTITUTES

§32.1 Long term substitute defined.

For the purposes of this agreement, a long term substitute means a substitute who is hired to replace a teacher who is on leave, but who is expected to return, providing that the teacher on leave has notified the district, in writing, that he will be absent forty (40) or more consecutive workdays.

§32.2 Calculation of benefits.

Long term substitutes will receive their pro-rata share of all leave benefits provided for in this agreement. The pro-rata share of the benefits shall be determined by multiplying the amount of the benefit times the ratio of days employed to the total days in the school year. Calculations shall be rounded off to the nearest one-half (.5) day. Long term substitutes shall also receive all other conditions of employment contained in this agreement, except Articles 8, 12, 13, 17, 18 and 19. However, if the district intends to dismiss a long term substitute, the provisions of Article 24 will not apply.

§32.3 Right to apply for a vacant position.

In the event that a position within the district for which a long term substitute has been hired becomes vacant, the substitute may apply for the position. If the substitute applies for the position, he will be considered along with any other applicants.

ARTICLE 33 - PARAPROFESSIONALS

§33.1 Teacher aides.

A teacher aide will assist the teacher in any task normally done by the teacher, except initiate instruction and will perform such other duties as may be assigned by the Superintendent.

§33.2 Teaching assistants.

In the event that the district employs teacher assistants, their duties shall be in accordance with Commissioner's Regulations 80.33 as now exist and as may hereinafter be amended.

ARTICLE 34 -- NEGOTIATIONS PROCEDURE

§34.1 Notification to reopen.

If either party desires to negotiate, it shall give written notification to the other party to such effect. The other party will respond within two (2) weeks for the purpose of establishing a mutually acceptable meeting date for the first negotiations session. The parties will exchange proposed modifications at the first session. Thereafter, no new proposals may be added by either party unless by mutual agreement.

§34.2 Availability of budgetary and statistical information.

The executive officer and the Association will present relevant data, exchange points of view and make proposals. As soon as available, and upon written request, the copy of any public document requested and/or the individual items contained therein shall be provided to the Association. The executive officer will also make available to the Association all pertinent statistical records, data and information upon written request. Either party may, if it so desires, utilize the services of an outside consultant and may call upon professional and lay representation to assist in the negotiations.

§34.3 Ground rules.

(a) The date and time of negotiation meetings will be determined by mutual agreement at the conclusion of each session. If mutually agreeable, the parties may meet to conduct negotiations on weekdays.

(b) The chief negotiators shall serve as spokespersons for their respective teams.

(c) Communications with respect to negotiations shall be through the spokespersons.

(d) An agenda for the forthcoming meeting will be determined at the close of each meeting. Any later changes or exceptions which are necessary will be made by agreement of the spokespersons.

(e) Both parties affirm that their respective spokespersons have full authority to make proposals and counterproposals and to enter into tentative, written agreement.

(f) At each meeting, all items agreed upon at the meeting shall be written in the form acceptable to both parties and initialed by the spokesperson for each team as a record of tentative agreement.

(g) Upon completion of the entire package, the parties will reduce the agreements to writing and sign a memorandum of understanding as to the agreed items. Said memorandum shall be attached to the tentative agreements. Any agreement so negotiated shall apply to all members of the bargaining unit, shall be reduced to writing and shall be signed by the executive officer and the Association president.

(h) The parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach an agreement pursuant to the provisions of the Taylor Law of the State of New York.

(i) Both parties agree that during the period of negotiations and prior to reaching an agreement for submission to respective groups for ratification, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

ARTICLE 35 - GENERAL PROVISIONS

§35.1 Reprisals prohibited.

There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in any of its activities.

§35.2 Severability.

If any provision of the agreement or any application of the agreement to any teacher shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. In the event any provision(s) is determined to be illegal by a court of competent jurisdiction or by repeal of the enabling legislation, the parties agree to re-negotiate the affected article to a final form consistent with the law, preserving, to the extent possible, the intent of the parties.

§35.3 Supremacy of agreement.

Any individual arrangement, agreement or contract heretofore or hereafter executed with any individual member of the bargaining unit represented by the Association shall be subject to and consistent with the terms and conditions of the agreement, and subsequent agreements hereinafter executed by the parties. During its duration, this agreement shall be controlling.

§35.4 Supersession.

This contract shall supersede any rules, regulations or practices of the district which shall be contrary to or inconsistent with its terms. This agreement shall become a part of Board policy and shall supersede the recognition agreement currently in effect.

§35.5 Copies provided.

Copies of this agreement shall be reproduced at the expense of the Board. Each teacher shall receive one (1) copy and the Association shall receive at least five (5) copies.

§35.6 Negotiation of matters not specified.

If the district changes the terms and conditions of employment of any teacher, the Association will, upon request, be granted the right to re-open negotiations on that issue.

§35.7 No strike clause.

The teachers will obey the no-strike provisions of the Taylor Law.

§35.8 Discussion of professional matters.

The Board will have the right to request a teacher to discuss professional matters, or matters of importance or necessity not covered by this agreement during the school year. If the conference is to discuss a teacher's evaluations or can lead to disciplinary action, the teacher may have a representative present.

§35.9 Conformance to law.

The parties herein agree to abide by the New York State Education Law, Commissioners' Regulation, the Taylor Law, PERB decisions, and all court decisions, providing that the court decision comes down from a court of competent jurisdiction.

§35.10 Inlusiveness of agreement.

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading up to the agreement and agrees that negotiations will not have to be reopened on any item contained in this agreement.

§35.11 Management rights clause.

It is agreed that the district retains the right to direct teachers, to hire, to promote, to transfer, to discipline subject to law and terms and conditions of this agreement, to maintain the efficiency of operations entrusted to it, to determine the methods, means and personnel which said operations are to be conducted, and to take whatever action is necessary to carry out the mission of the district, provided such rights shall not be in violation of any other section of this agreement.

ARTICLE 36 - SECTION 204-A

§36.1 Section 204-A of the Public Employees Fair Employment Act.

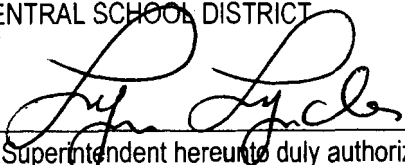
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 37 - DURATION

§37.1 Term of agreement.

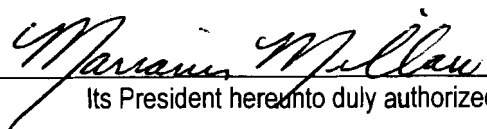
This agreement will become effective July 1, 2002 and will remain in force until June 30, 2005.

BRADFORD CENTRAL SCHOOL DISTRICT

BY: 
Its Superintendent hereunto duly authorized

5-29-03
Date

BRADFORD TEACHERS ASSOCIATION

BY: 
Its President hereunto duly authorized

5/29/03
Date

Appendix A - Extracurricular Stipend Schedule

Activity	Stipend
Yearbook	1,700
Athletic Director	2,400
Senior Class Advisor	1,100
Junior Class Advisor	1,000
Sophomore Class Advisor	800
Freshman Class Advisor	600
Senior Play	700
FBLA	700
National Honor Society	450
Central Treasurer	800
Academic Allstars	600
Youth-to-youth / SADD	400
Ski Club	400
Technology / AV Coordinator	900
Gifted & Talented Coordinator	550
Student Council - High School	900
Student Council - Middle School	400
Elementary Math Coordinator	350
Chess Club Advisor	350
Web-Page Administrator	900
Music Extra Duties - Vocal	500

Appendix B - Coaching Stipends

Season	Stipend		
	2002-03	2003-04	2004-05
Fall Sports			
Modified	800	850	900
JV	1200	1275	1450
Varsity	1600	1675	1750
Winter Sports			
Modified	1000	1050	1100
JV	1800	1900	2000
Varsity	2400	2500	2600
Spring Sports			
Modified	900	950	1000
JV	1400	1500	1600
Varsity	1800	1900	2000

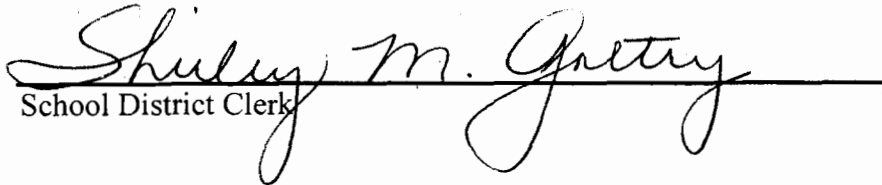
Years of Experience	
Additional stipend for each year of coaching the same sport	\$50 per year of experience

Appendix C – Teacher Base Salary Schedule

Step	Years of Service	2002-03	2003-04	2004-05
1	1	31,000	32,000	33,000
2	2	31,500	32,500	33,500
3	3	31,750	33,000	34,000
4	4	32,000	33,500	34,500
5	5	32,500	34,000	35,000
6	6	33,000	34,500	35,500
7	7	33,500	35,000	36,000
8	8	34,000	35,500	36,500
9	9	35,500	36,000	37,000
10	10	36,500	37,000	37,500
11	11	37,500	38,000	38,500
12	12	38,500	39,000	39,500
13	13	39,500	40,000	40,500
14	14	41,000	41,000	41,500
15	15	42,000	42,000	42,500
16	16	42,500	43,000	43,500
17	17	43,500	44,000	44,500
18	18	44,500	45,000	45,000
19	19	45,500	46,000	46,000
20	20	46,500	47,000	47,000
21	21	46,500	47,500	48,000
22	22	47,000	48,000	49,000
23	23	47,750	48,500	49,500
24	24	49,500	49,000	50,000
25	25	50,000	50,500	50,500
26	26	52,250	52,000	52,500
27	27	53,000	54,000	54,500
28	28	53,500	55,000	55,500
29	29	53,750	55,500	56,500
30	30	53,750	55,750	57,000
31	31	54,000	56,000	57,250
32	32+	55,000	56,500	57,500

CLERK'S CERTIFICATION

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Bradford Central School District at a public meeting duly held on June 17, 2003, and was made a part of the minutes of that meeting.

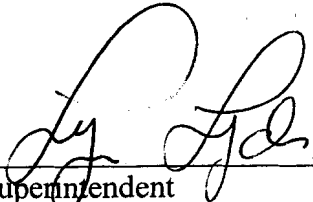

School District Clerk

MEMO OF UNDERSTANDING

SUBJECT: 2004-2005 SCHOOL CALENDAR

It is agreed that teachers will begin school Wednesday, September 1, 2004 and will also attend school Thursday, September 2, 2004 for the 2004-2005 school year. Both days will be used as Superintendent Conference Days, and will count toward the 185 days teachers are required to attend.

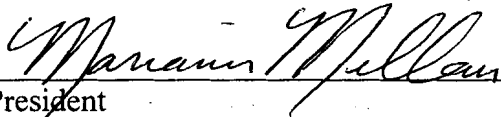
Friday, September 3 – Monday, September 6 (inclusive) will be non-school days. Classes will begin on Tuesday, September 7, 2004.



Superintendent
Bradford Central School District

1/21/04

Date



President
Bradford Teachers' Association

1/21/04

Date



BRADFORD CENTRAL SCHOOL MEMO

DATE: FEBRUARY 9, 2004
TO: BRADFORD TEACHERS' ASSOCIATION
FROM: LYNN LYNDES, SUPERINTENDENT
RE: CAROLE FIMLAID

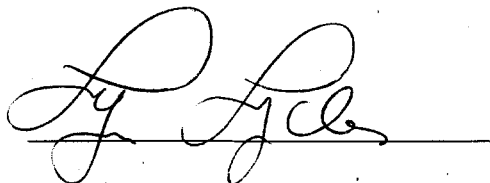
MEMORANDUM OF UNDERSTANDING

Carole Fimlaid has a special opportunity to visit Japan with her son in a "Sister Cities" program. She wishes to take four days in April to travel abroad. Since she also works during the summer in her capacity as CSE Chair, she will shift those four days to summer work.

Nothing herein is intended to establish a past practice or precedent with regard to future dealings between parties.



BTA President



Superintendent

MEMORANDEM OF UNDERSTANDING

RE: Extra Curricular Activities Stipends

We agree to adjust the following stipends for 2004-2005 school year:

Central Treasurer \$1,100

Student Council \$1,000
(Delete Student Council – High School and Middle School)

Change Music Extra Duties – Vocal to:
School Play – Music Director


BTA President


Date


Superintendent


Date

