



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](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Burnt Hills-Ballston Lake Central School District and Burnt Hills-Ballston Lake Teachers Association (2002)**

Employer Name: **Burnt Hills-Ballston Lake Central School District**

Union: **Burnt Hills-Ballston Lake Teachers Association**

Local:

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

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

Number of Pages: **49**

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/>

74  
2310

SD  
TA

4664\_06302005

Burnt Hills-Ballston Lake Csd And  
Burnt Hills-Ballston Lake Teachers

Agreement between the  
Superintendent of Schools of the  
Burnt Hills-Ballston Lake Central Schools  
*and the*  
Burnt Hills-Ballston Lake  
Teachers Association  
for the Period  
July 1, 2002 through June 30, 2005



STATE PUBLIC EMPLOYMENT RELATIONS BOARD

JUL 11 2002

CONCILIATION

## TABLE OF CONTENTS

	Page
<b>ARTICLE 1</b> <b>DEFINITIONS</b>	
Section 1    Unit	1
Section 2    Professional	1
Section 3    Elementary	1
Section 4    Secondary	1
<b>ARTICLE 2</b> <b>RELEASED TIME</b>	1-2
<b>ARTICLE 3</b> <b>NEW, VACANT, LEAVE AND TRANSFER POSITIONS</b>	2-3
<b>ARTICLE 4</b> <b>AIDES AND TEACHER ASSISTANTS</b>	3-4
<b>ARTICLE 5</b> <b>TEMPORARY AND PART-TIME PROFESSIONALS</b>	
Section 1    Temporary Professionals	4
Section 2    Part-Time Professionals	4
Section 3    Notification	4
	5
<b>ARTICLE 6</b> <b>SUBSTITUTES</b>	5
<b>ARTICLE 7</b> <b>PROFESSIONAL TRAVEL, CONFERENCE ATTENDANCE, AND VISITATION DAYS</b>	5-7
<b>ARTICLE 8</b> <b>CALENDAR</b>	
Section 1    School Day and Instructional Day	7
Section 2    School Year	7-9
	9-11
<b>ARTICLE 9</b> <b>DISTRICT LIABILITY</b>	11
<b>ARTICLE 10</b> <b>DISTRICT POLICY</b>	11
<b>ARTICLE 11</b> <b>NEW PERSONNEL ORIENTATION</b>	12
<b>ARTICLE 12</b> <b>THE ASSOCIATION</b>	
Section 1    Association Rights	12
Section 2    Association Responsibilities	12-14
	14
<b>ARTICLE 13</b> <b>PUBLICATIONS</b>	14
<b>ARTICLE 14</b> <b>ANNUAL PERFORMANCE REVIEW</b>	14-6
<b>ARTICLE 15</b> <b>SENIORITY</b>	16
<b>ARTICLE 16</b> <b>COUNCILS</b>	
Section 1    Professional Council	16
Section 2    School Discussion Groups	16-17
Section 3    School Building Councils	17
Section 4    District Communications Council	17-20
	20
<b>ARTICLE 17</b> <b>GRIEVANCE PROCEDURE</b>	20-23

PAGE 2            TABLE OF CONTENTS

	Page
<b>ARTICLE 18    PROFESSIONAL RIGHTS AND RESPONSIBILITIES</b>	23
Section 1    Rights	23-25
Section 2    Responsibilities	25
<b>ARTICLE 19    LEAVES</b>	26
Section 1    Leaves of Necessity	26-28
Section 2    Leave for Professional Growth	28
Section 3    Leave for Professional Involvement	28
Section 4    Leave for Legal Matters	29
Section 5    Sabbatical Leave of Absence	29-30
Section 6    Leave for Anticipated Long-Term Disability	30
Section 7    Leave for Family Care	30-1
Section 8    Family and Medical Leave Act	31
Section 9    Leave for Rest, Travel or Other Work	31
Section 10    Leave Return Notification	31
Section 11    Transportation for a Disabled Professional	31
<b>ARTICLE 20    PROFESSIONAL COMPENSATION</b>	32
Section 1    Salary Schedule	32
Section 2    Salary Differentials	32-34
Section 3    Psychologists Salary Schedule	34
Section 4    Coaching Salaries	34-37
Section 5    Extra-Curricular Compensation	38-9
Section 6    Summer Curriculum Work	39
Section 7    Other Salary Provisions	39-41
Section 8    Payroll Preparation	41
Section 9    Property Insurance	41-42
Section 10    Health and Dental Insurance	42-43
Section 11    Retirement	43
<b>ARTICLE 21    ASSESSMENT, OBSERVATION, DISCIPLINE &amp; DISMISSAL</b>	43
Section 1    Assessment and Observation	43-44
Section 2    Dismissal	44
Section 3    Licensed Professionals	44
<b>ARTICLE 22    MEMORANDA OF PROCEDURAL AGREEMENTS</b>	44-5
<b>ARTICLE 23    CIVIL SERVICE LAW</b>	45
<b>ARTICLE 24    DURATION OF AGREEMENT</b>	46

**ARTICLE 1 DEFINITIONS**

**Section 1 Unit**

The Board of Education hereby recognizes the Burnt Hills-Ballston Lake Teachers Association as the exclusive bargaining agent, pursuant to Article 14 of the Civil Service Law, as amended, for a unit consisting of all certificated professionals, occupational therapists, physical therapists, except full time administrators, daily substitutes, teaching assistants, and positions requiring both teacher and supervisory/ administrator certificates unless such positions include at least half time teaching responsibility or more than two classes for secondary positions.

**Section 2 Professional**

The term professional as used in this agreement is defined as referring to those people represented by the bargaining unit as defined in Section 1.

**Section 3 Elementary**

The term elementary as used in this agreement shall refer to Grades K-5.

**Section 4 Secondary**

The term secondary as used in this agreement shall refer to Grades 6-12.

**ARTICLE 2 RELEASED TIME**

The program to release professionals from regular duty for short term resolution of immediate problems and to engage in professional development activities which become available at short notice will be administered in the following manner:

A. Released time requests will be processed at the appropriate level as determined by the type of building or department supervisory structure.

Teacher  
District Department Head  
Principal  
Assistant Superintendent for Instruction

B. Because the program is designed to meet immediate needs, there should be no extended time lapse between request and approval.

C. Final approval will be determined by the Assistant Superintendent for Instruction. If the request for released time is denied, the Assistant Superintendent for Instruction will notify the professional, in writing, of the reasons for denial.

D. The professional will provide a written description of the

released time activities to those named in (A) above.

### ARTICLE 3 NEW, VACANT, LEAVE AND TRANSFER POSITIONS

#### A. Definitions

1. The term "new position" as used in this agreement is limited to any full-time or part-time professional position newly created by the Board of Education after July 1, 2002 that results in an increase in the total number of professional positions within a tenure area at the time the position is newly created.

2. The term "vacant position" as used in this agreement is defined as any replacement position that becomes vacant as a result of the death, resignation, or termination of a professional currently employed by the District.

3. The term "leave position" as used in this agreement is defined as any position left temporarily vacant as the result of a leave of absence for a specified period of time.

4. The term "transfer position" as used in this agreement is defined as any position left vacant as a result of the transfer of a professional between elementary grade levels, buildings, or academic departments.

5. The term "full-time" as used in this agreement is defined as referring to any position for which a professional is compensated at 100% of salary level in accord with the terms of this agreement.

6. The term "part-time" as used in this agreement is defined as referring to any position for which a professional is compensated at less than 100% of salary level in accord with the terms of this agreement.

B. Whenever a vacant, leave, or transfer position is to be filled, notification will be sent to those professionals who are certified for the position or who will be certified when the position opens and who have on file prior to September 15 with the Personnel Office a letter of intent indicating their interest in such a position. Letters will be kept on file until August 31 of the following school year.

C. Five school days after the notification described in 3B above has been provided, the District shall in accord with Article 18, Section 2B, assign or reassign any professional to a vacant, leave or transfer position. The District will not be confined to the candidates who responded to the notification in making these assignments or reassignments.

D. The District shall post for 10 days in each of the five school buildings all "full or part-time" positions remaining unfilled after the implementation of the process detailed in 3B and C above. Such postings will include selection procedures, time limits for inquiries and applications, and the requisite professional qualifications. Additionally, copies of such notices will be sent to the Association President, Chief Negotiator, and the individual Association Building Presidents. No interviews will be conducted, except in emergency circumstances, until the notice is posted in each school for 10 days. No appointments will be made during the 10 day posting period except in an emergency. Exception will be made where an emergency situation requires that after posting interviews should be held and positions filled before the 10 day period expires.

E. The District shall post all "full or part time" new positions in each of the 5 school buildings. Such postings will include selection procedures, time limits for inquiries and applications, and the requisite professional qualifications. Additionally copies of such notices will be sent to the Association President, the Chief Negotiator, and the individual Association Building Presidents. No interviews will be conducted until the notice is posted in each school for 10 days. No appointments will be made during the 10 day posting period except in an emergency. Exception will be made where an emergency situation requires that after posting, interviews should be held and positions filled before the 10 day period expires.

F. All professionals subject to this agreement interested in new vacant, leave or transfer positions have the right to make application for said positions. Qualified professionals will be interviewed. Qualified professionals have the right to accept an appointment if so offered by the District. All applicants subject to this agreement who are interviewed will be notified in writing when an appointment is made.

G. Professionals interested in possible vacancies (either new, vacant, leave or transfer) occurring during the summer, for which they are certified or anticipate certification shortly, should obtain forms in school building offices. Such forms should be submitted to the Personnel Office at the beginning of the summer recess no later than June 30. The forms will indicate where the person can be contacted should a vacancy occur. If a professional cannot be contacted at his/her permanent address or temporary address given, or by phone, or does not respond within six (6) calendar days during a period beginning in July, or within five (5) calendar days during a period beginning in August, following the initial attempt at contact, other candidates will be considered and assignment made to the position.

H. The Personnel Office will provide, in the final paycheck envelope or other suitable device, the form specified above to all professionals excessed from full-time, part-time, or temporary positions.

I. For any vacant positions requiring supervisory or administrative certification, a committee shall be established by the Superintendent to interview the most promising candidates as determined by the Superintendent or his designee. The Association President may appoint two members to such committee. All other teachers shall be appointed jointly by the Association President and the District.

#### **ARTICLE 4 AIDES and TEACHER ASSISTANTS**

A. Aides and teacher assistants will be replaced by aides or teacher assistants during an absence providing that a suitable person qualified to take over the assignment is available. An active list of persons qualified to substitute in this area will be maintained by the Assistant Superintendent for Support Services.

B. Professionals who work directly with aides and/or teacher assistants will have opportunity to provide input to the Building Principal and the appropriate District Department Head, Department Head, or Central Administration designee responsible for the program into the needs and requirements of a program as it relates to that aide or teacher assistant.

C. Professionals who work directly with aides and/or teacher assistants will have opportunity to provide input concerning the performance of specific job responsibilities to the supervisor or administrator responsible for evaluation of the aide or teacher assistant.

## **ARTICLE 5 TEMPORARY AND PART-TIME PROFESSIONALS**

### **Section 1 Temporary Professionals**

#### **A. Definition**

The term "temporary professional" as used in this agreement is defined as referring to a professional appointed by the Board of Education as a replacement for a professional on leave or to a part-time position, one that is other than probationary or tenured. Temporary professionals employed under this contract who are subsequently given full-time probationary appointments will have their temporary service pro-rated toward tenure as follows:

a. A minimum probationary period of one year will be served prior to appointment to a tenured position.

b. If the temporary service is continuous with the full-time probationary appointment, such service will be credited toward tenure for up to a maximum of two years.

c. In addition, such temporary service will be credited to the professional for placement on the salary schedule.

### **Section 2 Part-Time Professionals**

#### **A. Definition**

The term "part-time" professional as used in this agreement is defined as referring to any professional compensated at less than 100% of salary level in accord with the terms of this agreement.

Part-time professionals employed under this contract who are subsequently given full-time, probationary appointments will have their part-time service pro-rated toward tenure as follows:

a. A minimum probationary period of one year will be served prior to appointment to a tenured position.

b. If the part-time service is continuous with the full-time appointment, such service will be credited toward tenure for up to a maximum of two years.

c. In addition, such part-time service will be used for placement on the salary schedule. Part-time professionals who have been employed on a basis of .2 time or more during consecutive years of service will move up one level on the salary schedule for each consecutive year of service pro-rated to the part-time service rendered. Should such person be subsequently employed on a full-time basis, the salary level will be determined by adding decimals representing the annual part-time service. Any fraction in the sum of this service of .5 or more will be counted as a full year in



determining level placement.

### **Section 3 Notification**

Temporary and part-time professionals, while employed by the District, will be notified of all probationary, full-time positions that become available for which they qualify.

### **ARTICLE 6 SUBSTITUTES**

A. The administration has the responsibility of initiating, building, and maintaining a roster of approved substitute teachers. District Department Heads will be provided with substitute listings for their departments. District Department Heads will be informed of changes in their listings as they occur.

B. Each professional will prepare and have immediately available materials that a substitute teacher would be able to quickly and efficiently use to perform required duties. Such materials would include a teaching schedule, daily lesson plans, student rosters, daily routines, and special schedules necessary to facilitate instruction with students, and also, a summary form for the substitute's use to report the day's activities to the professional. In emergency situations and/or absences of longer than five days, the professional will be relieved of responsibility for daily lesson plans. Plans for absences longer than five days will be coordinated among the professional (when able), the substitute teacher, the building principal and/or the appropriate District Department Head.

C. Each professional shall have available evidence of appropriate planning of current professional activities. Therefore submission of lesson plans to the building office by the entire faculty of that building at one time would serve no useful purpose and will not be required. This does not preclude the prerogative of administration or supervisors to request lesson plans from individuals or departments. Written comment will be provided to the professional concerning plans submitted. A conference concerning the plans may be requested by either party for the purpose of improving instruction.

D. At the beginning of the school year all professional personnel will be provided with a sheet entitled "Procedures for Improvement of Substitute Service" and also several forms entitled "Substitute Service Report". Professionals should complete the report following each substitute service period. Additional copies of the above materials can be obtained from building offices or the Personnel Office.

E. In a substitute teaching situation requiring particular skills and/or abilities, the regular professional should make known these needs to the principal. In such a situation the principal may decide to request a particular person to fill the position through the Personnel Office.

### **ARTICLE 7 PROFESSIONAL TRAVEL, CONFERENCE ATTENDANCE, AND VISITATION DAYS**

The Board, Administration, and Teachers Association acknowledge the value of professional travel, conference attendance, and visitation days both

for the professional and the District. The opportunity to participate in such activities shall be open to all professionals covered by this agreement within the limits of district policy and available funds. To insure equitable distribution of appropriations for such activities:

A. Elementary and secondary professional conference travel funds shall be pro-rated among the schools in the district on the basis of the number of professionals assigned to each school.

B. The building staff development representatives in each school together with the building principal shall establish by October 1, a rationale for allocation of these funds.

C. All requests for participation in such activities must be made through the building principal to the Assistant Superintendent for Instruction on a form provided by the District.

D. The Assistant Superintendent for Instruction will approve or deny such requests.

E. Upon the recommendation of the Assistant Superintendent for Instruction, the District will pay for travel expenses incurred by professionals holding office in state or national professional organizations for participation in programs at state or national meetings for no more than three consecutive years. Payment for such expenses will be within the limit established for travel.

F. Visitation provides opportunities for professionals to observe other professional programs. All visitations must be desirable from a District standpoint. Upon recommendation of the Assistant Superintendent for Instruction, professionals will be afforded such visitations.

G. Longer visitation, requiring overnight travel, may be approved when need is demonstrated within limits of District policy and available funds.

H. In special circumstances professionals will be allowed to attend conferences without loss of pay at their own expense with the permission of the Assistant Superintendent for Instruction.

I. The District may not require a professional to attend a meeting and defray only part of the cost. No one will be required to attend a conference.

J. When more than one district professional will be at a given conference and travel is by automobile, arrangements should be made to share the ride.

K. Travel expenses include:

1. Actual hotel bills.

2. Actual cost of meals, including tips, not to exceed \$75 per day.

3. Automobile expense at the rate per mile permitted by the IRS or plane, train, or bus fare. Plane transportation expenses

are limited to the maximum cost for coach fare.

4.Registration fees, but not dues.

5.Highway, bridge tolls and parking fees.

6.Gratuities.

NOTE: All expenses must be substantiated by receipts. Written explanation shall be provided when receipts are unattainable.

L. The classes of any professional attending a conference will be covered by: a regular substitute or an approved student teacher under administrative supervision. In particular situations pertaining to conference attendance, a professional may cover for another professional at the request of the department head and principal. However, compliance is not mandatory except in cases of emergency, and in such cases coverage by a professional would be temporary.

## **ARTICLE 8 CALENDAR**

### **Section 1 School Day and Instructional Day**

A. The Superintendent of Schools and the Teachers Association acknowledge that professional responsibilities are required for the school day, instructional day, and for periods outside the school day. as defined herein. Professionals shall exercise their responsibilities within the school day and which schedule will be as follows:

#### School Day

Grades K-5: 8:20 a.m. to 3:30 p.m. (7 hours, 10 minutes)

Grades 6-12: 7:45 a.m. to 3:25 p.m. (7 hours, 40 minutes)

The instructional day schedule shall be inclusive of the school day and defined as follows:

#### Instructional Day

Grades K-5: 8:45 a.m. to 3:00 p.m. (6 hours, 15 minutes)

Grades 6-12: 7:45 a.m. to 2:20 p.m. (6 hours, 35 minutes).

With the exception of band and orchestra at the elementary level, professional classroom instructional assignments will be confined to the instructional day as defined above, unless agreed to by the professional.

Among the professional responsibilities that may occur during the school day are such activities as curriculum enrichment, student makeup and remediation work, extra class activities, meeting with parents, and other activities related to non-instructional pupil supervision.

Professionals are also expected to participate in activities which may extend beyond the school day. Among these activities are parent conferences and

building and district faculty meetings. A maximum of two school nights per year may require evening attendance. Secondary professionals with multiple grade level responsibilities may be required to attend a third back to school night.

On days preceding holidays, professionals may leave after the last student dismissal in the building to which they are assigned. There will be no activity buses scheduled on these days.

B. All Elementary professionals, including special area teachers in art, music, physical education, and library, will be provided with a minimum of 180 minutes per week for purposes of planning during the instructional day as defined above except on those occasions when the instructional day or class schedule is disrupted by special events such as an assemblies or field days. Efforts will be made to schedule such events so that such disruptions do not consistently affect the planning time of the same professionals. Classroom teachers of grades 1, 2, and 3 will be provided a minimum of 20 additional minutes per week for purposes of planning during the instructional day. Classroom teachers of grades 4 and 5 will be provided a minimum of 50 additional minutes per week for purposes of planning during the instructional day.

At least thirty minutes per day of this planning time will occur during the instructional day. This time will be provided to all elementary professionals in a minimum of two 15-minute blocks per instructional day.

C. All secondary professionals will have one personal planning period per day during the instructional day, except when prevented by a special event. Efforts will be made to schedule events so that such disruptions do not consistently affect the planning time of the same professionals. Senior High professionals, working in a block schedule, will have one personal planning block per day during the instructional day. Professionals at the Senior High teaching a split block will have two (2) split personal planning blocks per day during the instructional day.

D. Secondary professionals will remain beyond the instructional day when there is an activity bus scheduled, or students request assistance, or faculty or department meetings are scheduled.

E. A professional should have the approval of the building principal or assistant principal for any departure from the building for emergency reasons. If a building administrator is not immediately available, another staff member should be informed of the departure so he/she can inform the administration. All professionals shall notify the main office prior to departure from the building during the school day and upon return.

F. In cases of emergency, a professional may be requested by the building principal to temporarily substitute for another professional. An emergency should be "an immediate and unplanned absence".

G. Professionals will be compensated at the rate of \$20 per half hour, or fraction thereof, of instruction when they are asked to teach an additional period in a situation when a substitute teacher is requested by the school administration and the Personnel Office cannot fill the request.

However, before the assignment is made there must have been a reasonable attempt to seek a volunteer.

H. During the first semester, for grades Pre 1-5, four (4) days with dismissal at approximately noon will be provided for professionals to meet with parents for the purpose of conducting parent conferences. For professionals teaching kindergarten, up to four (4) half days for parent conferences with substitute coverage will be provided for each assigned class. Ordinarily conferences are scheduled from 15-20 minutes per parent meeting. Specific time periods for each conference will be left to the determination of the professional within these guidelines.

In the second semester, four half days not scheduled for curriculum development will be used for kindergarten, pre-first, and first grade parent conferences. Substitutes will be required for these days. Professionals assigned two (2) half day kindergarten classes will be provided with an additional four(4) half days for parent conferences with substitute coverage.

I. All professionals who teach in both secondary buildings and who are assigned either three or four preparations will be assigned non-instructional supervision in only one of the two buildings as follows:

1. Three preparations - Non-instructional supervision in only one building will total no more than 50% of what the professional's teaching load in that building would normally require. Example: If a professional works .5 time in the Senior High, his/her non-instructional supervision in only one building would be 1/4 the daily non-instructional supervision normally required of a full time professional in that building.

2. Four preparations - There will be no non-instructional supervision in either building.

J. Professionals required to travel between buildings shall be provided necessary travel time exclusive of planning time as follows:

<u>Distance</u>	<u>Travel Time</u>
Up to 2 miles	15 minutes
Each additional 1/4 mile or fraction thereof in excess of 2 miles	1 additional minute per 1/4 mile

Mileage required to travel between buildings in the discharge of responsibilities will be compensated at the rate per mile permitted by the IRS.

K. Professionals required to work in more than one secondary building shall be required to attend at least one department meeting per month in each building and will be required to attend one monthly faculty meeting in the building in which they spend the greater total work time.

#### Section 2 School Year

A. The school year shall include a maximum 186 working days between

September 1 and June 30. These days will include all district conference days, both before classes begin and during the school year. Professionals will not be required to work on snow days or other days when the Superintendent authorizes a school closing. However, it is understood that the school calendar shall include the number of pupil attendance days needed to assure maximum state aid for operating purposes, and if the number of snow days or other authorized school closings should require makeup days to assure maximum state aid, all professionals will be required to work on these makeup days without additional compensation beyond the annual salary provided by the terms of this agreement. Professionals who have not completed their required responsibilities at the end of the school year may be required to work beyond the 186 days, without additional compensation, if necessary to complete responsibilities. If the Board of Regents, Commissioner of Education, or State Legislature require more than 186 working days, professionals will be compensated for each additional day beyond 186 at 1/186th of their total annual salary per day.

B. By May 15 the middle and high school building principals will publish a tentative schedule relative to meetings and other events for the subsequent year. At some mutually agreeable time prior to June 1, a meeting of the secondary principals and Teachers Association unit officers will be held to explore ideas and recommendations that would best serve the educational program of the building. Any building program of scheduling should be compatible with the district schedule.

C. At some mutually agreeable time prior to June 1, the elementary principals and the Teachers Association unit officers will meet to explore ideas and recommendations pertaining to the following school year.

D. Professionals will be notified in writing by May 15 concerning their programs for the coming school year, including the schools in which they will be assigned, the grades and/or subjects they will teach and any special or unusual classes they will have.

Professionals with classes involving students placed by the Local Committee on Special Education will be notified of assignment of these youngsters by June 15.

It is recognized that, following May 15 and June 15, special circumstances may require changes. Where such changes are anticipated currently or in the subsequent year, individual professionals will have an opportunity to discuss changes of their programs with the principal prior to final determination of change.

During the summer or other vacation periods, it shall be the professional's responsibility to inform the principal where he/she may be contacted. If changes in program are anticipated, a letter will be sent to the professional at his/her specified temporary or permanent address. Six (6) calendar days following the date of mailing will be considered the appropriate time period for contacting the principal except immediately prior to the opening of schools when delays in locating a person may create a particular emergency relative to the opening of school.

E. A day for all elementary professionals will be provided on the

second Friday in June so elementary professionals can complete individual student records and folders. Elementary students will not attend school on this day. This day for elementary record preparation shall be included in the 186 day school year. Those elementary professionals assigned two one half day kindergarten classes will be provided with an additional day for record preparation with substitute coverage.

F. There will be three (3) Superintendent Conference days during each school year. Two of the conference days will be scheduled at the beginning of the school year, with 6th and 9th grade orientations occurring on the second conference day. The third conference day may be held at any time during the school year. A fourth conference day may occur if agreed upon by the President of teachers association and the Superintendent of schools.

If student attendance is necessary on the last day of the school year to meet the 180 day attendance requirement, it will be an abbreviated session to comply with the Commissioner's specifications on the minimum number of pupil attendance minutes required per week.

#### ARTICLE 9 DISTRICT LIABILITY

The district will follow policies concerning district liability provisions of Education Law 3023 as amended and Education Law 3028 and 3028A.

#### ARTICLE 10 DISTRICT POLICY

A. There will be an updated copy of the Board Policy Book and Administrative Regulations provided on the first day of the regular school year to each of the following people:

President of the Teachers Association  
Chief Negotiator  
Chairperson of Grievance  
Unit President in each school building

B. Faculty handbooks shall be updated by September 1 of each year.

C. Professional personnel will be expected to adhere to and enforce district and building policies as stated in the appropriate handbooks.

D. Maintenance of Standards

Prior to changes in district policy concerning compensation, length of day, current policy on class size, and other factors which influence professional's terms and conditions of employment, the President of the Teachers Association will be contacted and the Association will have opportunity to advise the Superintendent and the Board of Education, and make recommendations concerning such anticipated changes.

District policy is defined as those policies and regulations only that appear in the Board Policy Book.

## ARTICLE 11 NEW PERSONNEL ORIENTATION

A. Professional personnel new to the school district may be required to meet for up to five (5) days prior to Labor Day in their first year in the district with the appropriate administrators for orientation to district and building policies, procedures, philosophy and goals. The Association President will be notified of the meetings and will have the right to send a representative who may participate in the orientation. Such orientation of new personnel will be independent of any meetings of continuing personnel. New personnel in attendance at these orientation meetings will be compensated at the summer curriculum work salary rate as established elsewhere in this agreement.

B. The District will provide a copy of the current professional agreement and a packet of materials provided by the Teachers Association to each newly-hired professional represented by the Teachers Association.

## ARTICLE 12 THE ASSOCIATION

### Section 1 Association Rights

A. Possession of cards: Possession of dues deduction authorization cards and membership lists for the Association will be restricted to the Superintendent or his designee for payroll purposes. Distribution of such cards or lists may not be made without the permission of the President of the Association.

B. A member of the Association may elect to pay his professional dues by payroll deduction. Authorization for deduction shall be on forms approved by the Superintendent of Schools. Authorization for deductions shall be submitted to the Business Administrator within thirty (30) teaching days of the instructor's actual first day of teaching. A dues deduction authorization shall continue in effect until written revocation. Such revocation must be submitted to the business office at least 30 days prior to the effective date of termination of dues deduction.

First dues deductions for the contract year for continuing staff shall be initiated with the final paycheck in September and be completed by the nearest payroll date to June 15. Commencing July 1, 2003 the Association Treasurer shall be furnished current salary information for all professionals by the first of each month for the purpose of establishing dues deduction.

C. The Board will allow the Association use of the facilities of the school district in accordance with the district policy relation to use of facilities.

D. The Association President shall be furnished with the following:

1. Notification of initiation of dismissal, disciplinary action and non-recommendation for tenure involving a person represented by the bargaining unit.

2. A copy of the posting of new, leave, vacant or transfer



positions as per ARTICLE 3.

3. A copy of proposed policy and administration regulation changes.

4. A copy of Board of Education minutes.

5. Written notification of appointments by the Board of Education to positions represented by the bargaining unit.

E. During orientation at the beginning of the school year, one hour will be provided for all professionals covered by this agreement for the purpose of contract interpretation by the Teachers Association. If an agreement has not been reached by the orientation date, the President of the Teachers Association and the Superintendent of Schools will mutually determine an hour for contract interpretation during a school day.

F. The Association President shall have available as necessary a total of 240 hours per year for Association business. The President shall decide by whom the time will be used and will transmit such information to the Building Principals and the Assistant Superintendent for Instruction. Absence from work duties for such reason will require prior approval. The applicant may appeal a denial of the request to the Superintendent of Schools or his designee, who will respond in writing within 10 calendar days of such appeal.

The Association President will be relieved of all non-instructional supervision including homeroom, detention, bus duty, cafeteria duty, and study hall duty.

In the event the Association President is an elementary school professional, substitute service will be provided by the District for up to and including an additional ten (10) half days per year for Association business.

#### G. Agency Fee

1. The District will assume obligations for the collection of an agency fee as stipulated below:

a. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Association, a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Association.

b. The service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the non-member has paid the total agency fee directly to the Association by September 5 as stipulated by the Association to the District.

c. Any bargaining unit member subject to the service fee charge who is employed for less than the full school year shall pay a service fee equivalent to a pro-rata portion of the total annual per capita dues paid by members of the Association.

2. The Association will assume the obligations listed below:

a. The Association shall provide the District with a list of non-members.

b. The Association shall comply with all provisions of the law with respect to its obligations for the collection and use of agency fees.

c. Upon receipt from the District, the Association assumes full responsibility for the proper application of agency fees. The District will have no liability for any Association duty or responsibility related to agency fees, and the Association will indemnify the District for any expenses arising from the Association's failure to satisfy its obligations.

## **Section 2 Association Responsibilities**

It will be the responsibility of the building (unit) president to have consultation with, and approval of, the building principal concerning Teacher Association activities that would affect the normal operation and function within a school building. This in no way is intended to infringe on the private activities of the Association.

## **ARTICLE 13 PUBLICATIONS**

A. The Board of Education and the Association hereby agree that the district professionals not only have the right to submit their writings for publication but should be encouraged to do so.

B. Written material submitted for publication which does not refer to specific persons or programs within the activities of the school district are of no concern to the parties to this agreement.

C. Written materials submitted for publication, the purpose of which is to authoritatively present information that represents or describes programs, curricula, and other activities within the jurisdiction of the school district, should be submitted to the Superintendent or his designee for approval. Such approval would not be required for publications which do not authoritatively describe activities of the school district, and which are constitutionally guaranteed rights of freedom of expression.

D. Professionals have the right to publish any lesson sheets or other instructional materials they may develop in connection with their classroom duties. However, the Administration has the right to reproduce any such materials that are used in the district classroom and may circulate them freely within the school district with no compensation to the author or publisher beyond the professional's normal salary unless there is a written agreement to the contrary between the Superintendent and the author of the materials prior to their use in the classroom.

## **ARTICLE 14 ANNUAL PERFORMANCE REVIEW**

A. Insuring the completion of an annual performance review for each professional covered by this agreement in compliance with the Regulations of the Commissioner of Education and Board of Education Policy is the responsibility of the building principal who will collaborate with the

professional in the review process. Other administrators and supervisors (i.e. assistant principals and department heads) may be involved in the performance review process.

The primary goal of the annual performance review should be instructional improvement and professional growth. A major responsibility for this improvement rests with the professional. The performance review should be centered on goal statements developed at the beginning of the process which are the result of mutual agreement between the professional and the principal/supervisor. The goal statements should reflect the District Standards of Excellence, the needs of the District as determined by the Comprehensive Assessment Report (CAR) data and building or District goals. Goal statements may also relate to classroom instructional practices, and to overall effectiveness as a faculty member.

The performance review may be initiated by the professional and the principal/supervisor at any time, but a review must be completed at least annually. To complete the performance review, the professional and the administrator/supervisor will discuss the degree to which the professional is achieving the goals established earlier by mutual agreement. Specific evidence of the degree to which goals are achieved and the comments of both the Principal/Supervisor will be recorded on the Annual Performance Review form. Other accomplishments or related activities may also be included. The completed review form will be placed in the professional's personnel file.

B. The Association and the Superintendent of Schools recognize the importance of ongoing professional development. Professional development is the process of developing and sharing visions, goals, and commitments, then incorporating the generated ideas into professional practices.

The purposes of professional development are varied. Professional development may involve, but is not limited to:

- clarifying and integrating goals at all levels;
- updating or clarifying techniques of instructional delivery and class management;
- updating and clarifying student assessment requirements and techniques;
- developing effective collaborative techniques with other professionals, parents, and other school personnel;
- improving professional work climate.

The Association and the Superintendent of Schools recognize that:

- professional development is multifaceted and will take many forms;
- no one program or activity will produce the desired professional outcomes for all professionals;
- for professional growth to be successful, it must be self-directed;
- for professional growth to be successful, it must be viewed as an important professional responsibility;

- for professional growth to be successful, it must be supported by the District with necessary time and funding.
- it is the responsibility of the district to provide staff development necessary for maintenance of certified professional status.

The Association and the Superintendent of Schools expect professional development to be an integral part of attaining the goals specified in a professional's Annual Performance Review.

C. If a committee to examine the Annual Performance Review process is established, an equal number of representatives will be appointed by the President of the Teachers Association and the Superintendent of Schools. The impact of any change to the APR process is a mandatory subject of negotiations.

#### ARTICLE 15 SENIORITY

A. If the Board of Education abolishes professional positions, attrition will be the first means of reducing the professional work force. When displacement is necessary, temporary professionals and/or part-time professionals in the tenure areas of abolished positions will be displaced first. Subsequent necessary displacement will take place within tenure areas as established by law and the rules of the Board of Regents.

The District will provide an up-dated copy of the professional seniority list on the first day of December of the regular school year to each of the following people:

- President of the Teachers Association
- Chief Negotiator
- Chairperson of Grievance
- Unit (Building) Presidents

Displacement will be on the basis of total years of Burnt Hills-Ballston Lake service with those with the least service displaced first. If displacement occurs, displaced professionals will be given strong consideration for available jobs in other tenure areas for which they may be qualified.

B. Persons included in the bargaining unit, who were employed by the District on June 1, 2002, in a full-time permanent position with either probationary or tenured status, whose positions are abolished for fiscal or enrollment decline reasons, will be guaranteed the availability of 180 days employment as an itinerant substitute at 1/200th of the level 1 bachelor's salary rate for the duration of this agreement, if they so indicate their intentions to accept such employment in writing. As itinerant substitutes, such persons will be entitled to continue in the Health Insurance Program, but will not be entitled to leave of necessity benefits or any other benefits not specified in this section.

#### ARTICLE 16 COUNCILS

##### Section 1 Professional Council

A. The Professional Council shall function as an informal discussion group to facilitate communication between the Association, the Administration, and the Board of Education.

B. The Professional Council shall meet at mutually agreed upon times to discuss, isolate and define problems relating to the school system, and to maintain an informal dialogue between the Association, the Administration, and the Board of Education. The agenda will be mutually determined by the Superintendent and the Association President.

C. Membership of the Council shall include six (6) members of the Association, the Superintendent and the Board of Education. Additional members of the Association and the Administration may attend whenever the purpose of the meeting would be enhanced by such attendance.

## **Section 2 School Discussion Groups**

A. There shall be in each school building an informal discussion group to facilitate communication between professionals and administrators. The agenda shall be mutually determined by the Association building president and the building principal.

B. Membership on the school discussion group will be mutually determined by the Association building president and the building principal except that the Association may unilaterally appoint three representatives to the group.

## **Section 3 School Building Councils**

A. There shall be a school building council in each school building. The objective of this council shall be to improve the quality of education for all students by involving the whole school in sharing decision making responsibility with the Board of Education on matters related to curriculum and instruction. The council may take the form of a building team, board, cabinet, etc. Members of the council will be selected, and their term of service determined, by their constituent groups in each building. Teaching professionals represented by the Teachers Association bargaining unit must constitute 50% of the voting council seats. Teachers Association members in each building will determine the number of teacher seats by June 1 for the following year. Six of the teacher members selected for the school council in each elementary building will act as representatives to the six District K-12 Curriculum Committees (Language Arts, Math, Science, Health and Personal Development, Special Services and Social Studies) and to the District Staff Development Committee. Community members, administrators, support staff personnel, and students, where appropriate, will also be included on the council.

B. The building principal and the Teachers Association building president will act as co-coordinators for the school council. The council will determine its own ground rules and set its own meeting times and dates. All meetings will be open to the entire school community. Agendas for council meetings will be published three (3) days before each regularly scheduled meeting, and minutes posted as soon thereafter as possible. The school council will consider issues mutually agreed upon by its membership. Decisions are to be arrived at through consensus whenever possible. An impasse may be resolved by a 75% vote of the total council membership in support of a council decision. Council decisions must be made within the

constraints of Education Law, Board of Education Policy and Administrative Regulations, union contracts, and budgetary limits established by the Board of Education.

C. The school council shall undertake an annual planning process that includes, but is not limited to:

1. Using school performance information to improve student success.
2. Setting building instructional goals consistent with identified building needs and District standards of excellence.
3. Reviewing the organization and design of the instructional delivery system and student support services.
4. Maintaining a direct relationship with the K-12 Curriculum Committees and the District Staff Development Committee.
5. Accepting, reviewing and prioritizing requests for building level summer curriculum projects. Each building council will send a teacher representative to a joint meeting with the Assistant Superintendent for Instruction to review all summer curriculum work requests.
6. Evaluating student achievement in relation to the identified building goals and the District standards of excellence.
7. Developing a long range building plan for achieving building goals and updating it annually.
8. Monitoring the progress of the plan.
9. Accepting responsibility for presenting the five-year plan to the Board of Education.
10. Reporting the results to the school community.

D. Teacher representatives from elementary school councils to the K-12 Curriculum Committees and to the District Staff Development Committee will be selected from the teacher members of the council by the teacher members and the principal. Because the secondary schools are organized on a departmental basis, secondary K-12 Curriculum Committee representatives need not be school council members. A District Staff Development Committee representative will be selected from and by the teacher members of the council in each secondary school.

1. Each elementary school council will have a total of 25 days, payable at 1/200th of the annual salary of the professional working, for use in compensating teacher members for discharging school council responsibilities on days when school is not in session. Allocation of these days will be determined by the teachers and co-chairs of the councils.

2. The Middle School council and the Senior High council will each have a total of 12 days, payable at 1/200th of the annual salary of the professional working, for use in compensating teacher members for discharging school council responsibilities on days when school is not in session.

3. If it is necessary to hold K-12 Curriculum Committee or District Staff Development Committee meetings during the instructional day, class coverage for council members who represent the council at K-12 Curriculum Committee or Staff Development Committee meetings during the instructional day will be provided consistently by the same qualified substitute whenever possible.

4. A maximum of 120 hours of release time per year with substitute coverage will be provided to each school council representative in each elementary building who is responsible for maintaining a direct relationship with the K-12 Curriculum Committees (development, articulation, coordination, implementation and evaluation of a specific curricular area). A maximum of 18 hours may be used in any one month.

5. Each Teachers Association School Building Council Co-Coordinator will have available released time of one half day per month for ten months, to conduct work related to the School Building Council. The District will provide the services of substitute teachers to cover the time released.

E. The Teachers Association and the Superintendent of Schools agree that the following areas of the negotiated agreement can only be changed by collective bargaining:

1. Professional compensation.
2. Grievance procedures.
3. Assessment, observation, and dismissal procedures.
4. Annual performance review procedures.
5. Seniority.

F. Waivers to other contract provisions may be granted for a period up to two years with a 2/3rds vote of approval by the building faculty and the approval of the Superintendent of Schools and the Teachers Association President. Requests for such waivers shall describe the council shared decision making process, the area of the contract to be waived, the nature of the waiver, and the rationale for seeking the waiver. Waivers may be extended for a period of one year by mutual agreement of the contracting parties.

G. With regard to all of Article 16, Section 3, only matters of procedure (eg. the percent of teacher representation on school councils, the membership selection process, agenda publishing, contract waiver provisions, etc.) will be subject to the grievance procedures described in Article 17 of this agreement. Decisions or actions of the school councils may not be grieved.

H. No loss of benefit shall result to any professional covered by this agreement because of any waiver of provisions of this contract. Jointly developed contract variations or practices shall not be used as the basis for claims of past practice.

I. The parties agree that all decisions resulting in changes in individual school policies and procedures will be evaluated by the parties in terms of their impact on instruction, student learning and the atmosphere of the school for students.

J. Various federal programs (Chapter 1, Chapter 2) and state programs (PSEN, CSE) require parental involvement in decision making. These programs are separate from the shared decision making plan described in Article 3, Section 16, of this agreement and are not bound by the shared decision making process. Conflicts resulting from the interpretation of statute and/or regulations and the decision making of a school building will be referred to

the Superintendent of Schools, who will determine the appropriate resolution process (eg. administrative decision, district committee, Board of Education, etc.) after consultation with the bargaining unit presidents and the PTA Council President.

#### **Section 4 District Communications Council**

A. The purpose of the Council is to share information and concerns about School Council matters. The Council will meet at least twice during each school year to hear reports from each School Council. Other agenda items will be determined by agreement of the Teachers Association President and the Superintendent of Schools. The agenda will be distributed to each member at least three school days before a meeting.

B. The Council will include the co-coordinators of each School Building Council, the Teachers Association President, one parent representative from each school, the District PTA Council President, the President of the Board of Education and the Superintendent of Schools.

C. Council meeting dates and times will be determined by mutual agreement between the Teachers Association President and the Superintendent of Schools.

D. Council members will serve as Chairperson and Recorder in rotation. The minutes of each meeting will be posted in each building as soon thereafter as possible.

#### **ARTICLE 17 GRIEVANCE PROCEDURE**

##### **A. Purpose:**

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedure for the satisfaction of grievances.

##### **B. Definitions:**

1. A "grievance" shall mean any claim by a member of the negotiating unit of a violation, misinterpretation or inequitable application of the terms of this agreement, or any policy or administrative regulation of the Board of Education.

"Policy" or "Administrative regulation" means those Board-adopted policies or regulations that appear in the Board Policy Book described in Article X, Section D of this agreement. In addition, other grievances may be pursued according to the "Staff Relations Procedure". If a grievance under this procedure reaches Level 3 of this procedure, a hearing with the Board of Education will be provided if the grievant so desires.

2. "Days" shall mean school days as designated on the current school calendar.

##### **C. Procedure**



### Level 1

A grievance will first be discussed with the aggrieved person's principal, with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or
  2. Request the Association representative to accompany her/him,
- or
3. Request the Association representative to act in his/her behalf.

If the grievance is not resolved informally, the grievant shall present a written statement of grievance and the relief desired to the building principal.

Failure to present a written statement of grievance within thirty (30) days after the occurrence of the claimed grievable event shall result in a waiver of all rights involved.

Within ten (10) days of the presentation day of the written statement of grievance, the principal shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association and to the Superintendent of Schools.

### Level 2

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, he/she may within ten (10) days file with the Assistant Superintendent for Instruction an appeal in writing on forms supplied by the District requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance as submitted at Level 1, a specification of what section of this agreement, or policy, or regulation has been violated, a statement of why the determination of Level 1 was unsatisfactory, and the relief that the grieving party desires.

The Superintendent or his designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within six (6) days after the presentation of the appropriate appeal documents to the Assistant Superintendent for Instruction's office. Such meeting shall be an attempt to resolve the grievance. Either party may record the proceedings for its own use.

Within six (6) days after such a meeting or meetings the Superintendent or his designee shall make a decision in writing, setting forth his reasons for such conclusion. A copy of such decision shall be given to the employee, the Association and the President of the Board of Education.

Only grievances which involve the interpretation of, or application of, or compliance with, specific provisions of this agreement may be pursued beyond Level 2 of this grievance procedure.

### Level 3

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 2, and the alleged grievance claims a violation, misinterpretation or inequitable application of the terms of this agreement, he/she may within twenty (20) days file with the Assistant Superintendent for Instruction, an appeal in writing, on forms supplied by the district, requesting his/her grievance be submitted to arbitration. Such request shall include, among other things, a copy of the grievance as submitted at Level 1 and Level 2, a specification of what section of this agreement has been violated, a statement of why the determination on Level 2 was unsatisfactory, and the relief that the grieving party desires.

The Assistant Superintendent for Instruction shall within six (6) days after receipt of the appeal communicate in writing for assistance from the American Arbitration Association. The parties will then be bound by the rules and proceedings of the AAA in the selection of an arbiter and the conduct of the hearing.

The arbiter will have authority to hold hearings and make procedural rules. The aggrieved employee, the Association and the Superintendent and/or his representative shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request a written transcript of such hearings. The arbiter may request and obtain from the various parties all pertinent information not privileged by law, in their possession or control, and which is relevant to the issues raised by the grievance. All hearings held shall be closed sessions and no news release shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the Superintendent, the employee, and the Association, and shall set forth his/her findings of fact, reasonings, conclusions and decisions on the issues submitted.

The arbiter shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which grant tenure. The arbiter shall have no power or authority to order the payment of punitive damages. The arbiter's decision shall be confined solely to the language and terms of this agreement. The decisions of the arbiter within the scope of his/her authority, as defined by this agreement, shall be final and binding upon all parties.

The expenses of the arbitration, including the arbiters fee, his/her expenses, a transcript of the hearings and the stenographic services will be shared equally by the Association Board if the Association signed the appeal to Level 3. If the Association did not sign the appeal to Level 3, the expenses shall be shared equally by the Board and the aggrieved person.

In the event that the President of the Association and the Superintendent mutually agree that resolution of a grievance within the normal time limits in the grievance procedure would be significantly detrimental to the educational process or to the grievant, an emergency grievance may be filed directly with the Superintendent. A hearing on an emergency grievance will be provided within three (3) days.

D. When it is necessary, pursuant to the Grievance Procedure for a building representative, member of the Professional Rights and Responsibilities Committee, or other representative designated by the Association to investigate the grievance or attend a grievance meeting or hearing during the school day, he/she will, upon agreement with his/her principal be released without loss of remuneration in order to participate in the foregoing activities. Any professional whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees such rights will not be abused.

## ARTICLE 18 PROFESSIONAL RIGHTS AND RESPONSIBILITIES

### Section 1 Rights

A. With the exception of those items regarding initial employment, a professional shall be notified whenever any written additions to his/her professional folder pertaining to professional performance have been made. The professional will affix his/her signature to these written additions verifying that he/she has read the statement. In the event that such professional does not sign such document within 10 school days following notification, the document shall be placed in the personnel file with a filing date noted. The professional has the right to have his/her response permanently affixed to any written addition.

B. A professional's personnel file shall be open for inspection and/or copying by the individual professional or his/her designated representative at his/her request without the withdrawal of any item from these files as prescribed by law with exception of those items rendered confidential by statute.

C. No professional shall suffer any professional disadvantage by reason of his membership in the Association or participation in its activities except as the law requires.

#### D. Involuntary Transfers:

1. When a change in a grade level or subject area within the building is necessary, the building principal will confer with the professional who may be affected and the department head, where applicable, to consider such factors as the needs of the pupils, the instructional program, and the professional, and the background, training, and district seniority of the professional involved.

2. When a transfer from one building to another is necessary, the building principal in the sending school will confer with the professional who may be affected, the department head(s) where applicable, and any principal involved in an inter school transfer to consider such factors as the needs of the pupils, the instructional program, and the professional, and the background, training, and the district seniority of the professional involved, before recommending to the Superintendent of Schools the transfer to another building. The Superintendent of Schools will have the final authority and responsibility for all inter school professional transfers.

3. All professionals transferred from one building to another as a direct result of the opening, reopening, or closing of a building or the transfer of an entire grade level will be interviewed by the Assistant Superintendent for Instruction to ascertain their interests and concerns.

The Assistant Superintendent for Instruction will make recommendations to the Superintendent based upon input from principals, the results of the interviews, seniority, and the best interests of the school district.

When the recommendations are made to the Superintendent, they will be released to the professionals involved and the President of the Teachers Association.

Any professional affected by such recommendations may appeal in writing to the Superintendent within ten (10) days of receipt of the recommendations. The Superintendent will interview all professionals submitting such appeals. Each individual who appeals and the Teachers Association President will be notified regarding the status of such appeals prior to announcement of final determination of transfer.

E. Voluntary Transfers:

1. Any professional who desires to transfer to another position will have the right to request such a transfer.

2. An elementary professional subject to this agreement who wishes to change buildings and/or grade levels and who becomes aware of another professional desiring such change, must apply in writing by February 1 to the Assistant Superintendent for Instruction for such matching transfer. Where there is a "match", the principal(s) affected and the Assistant Superintendent for Instruction will interview the professionals and review the reasons for the requests. The Assistant Superintendent shall have the authority to approve or deny all such match requests. The Assistant Superintendent will notify the professionals of the outcome, in writing, within five (5) business days of the interview.

3. A secondary professional subject to this agreement who wishes to change buildings, grade levels within a tenure area, or subject area taught if qualified and who becomes aware of another professional desiring such change must apply in writing by February 1 to the Assistant Superintendent for Instruction for such matching transfer. The Superintendent of Schools has the final authority and responsibility for all inter school professional transfers. Where there is a "match", the principal(s) and the department head(s) affected, and the Assistant Superintendent for Instruction will interview the professionals and review the reasons for the requests.

The Assistant Superintendent shall have the authority to approve or deny all such match requests. The Assistant Superintendent will notify the professionals of the outcome, in writing, within five (5) business days of the interview.

4. Professionals subject to this agreement whose tenure area is K-

12 have the same rights delineated in 2 and 3.

5. All voluntary transfers arranged by "matching" will be for a period of one academic year only. No position postings will be required for such transfers.

6. The two professionals involved in the "match" may apply in writing by February 1 of the "match" year to the Assistant Superintendent for Instruction to continue the match for an additional academic year. The procedures for extending a match for one additional year shall be the same as set forth in subparagraphs 2 and 3 above. The following procedures shall be followed: The building principal will confer with the professional(s) requesting such change, the department head(s) where applicable and any principal involved in an inter school transfer, to consider such factors as the needs of the pupils, the instructional program, and the professional, and the background, training, and district seniority of the professional before recommending to the Superintendent of Schools such requested transfer. The Superintendent of Schools has the final authority for determining such request.

F. Unless otherwise informed in writing, in advance, by the Assistant Superintendent for Instruction or the Superintendent of Schools, all members of the bargaining unit will have a reasonable assurance of continued employment following any period during which school is not in session.

G Any elementary school professional required to teach a combination class shall be guaranteed a minimum of two (2) days during the summer for organization and planning. A work day is defined as seven (7) hours exclusive of lunch. No professional will be required to teach a combination class for two consecutive years. The professional, however, may voluntarily elect such an assignment.

## **Section 2 Responsibilities**

A. Conference and orientation days are an integral part of the school calendar schedule, and attendance is required for all professionals subject to this agreement. Unauthorized absence from participation in the total day program will necessitate deduction from the person's compensation at the rate of 1/200th salary for the total day.

B. The building principal will have the prerogative of making assignments within the building to best utilize the background and skill of the staff.

C. In the event of unusual or emergency circumstances that in the judgment of the building principal pose a threat to the security of the building or the safety of students and/or professionals, the principal will utilize the staff in a manner that will effectively deal with the unusual circumstances. Such utilization will not require action on the part of personnel that would best be the responsibility of public safety agencies.

D. In the interest of providing each student as much continuity of instruction as possible, leaves without pay for vacation purposes during school days will be considered unprofessional.

**ARTICLE 19 LEAVES**

**Section 1 Leaves of Necessity**

A. Compensated leave with pay for personal illness, illness in the family and death in the family shall be earned at the rate of two (2) days per month, except that newly employed teachers will begin in September of their first year of employment with ten (10) compensated leave days available and will begin earning two (2) days per month additional days in February of that initial school year.

Total earned leave shall not exceed twenty (20) days per school year with unlimited accumulation. No more than ten (10) days leave for illness in the family can be used in any single school year.

B. The following will be considered family:

1. Husband, wife, children, and other members of the employee's immediate household.
2. Father, mother, father-in-law, mother-in-law.
3. Sister, brother, sister-in-law, brother-in-law, niece, nephew.
4. Grandfather, grandmother, grandfather-in-law, grandmother-in-law.
5. A person with whom the employee lived for a period of time as part of the household and to whom the employee looked as a parent-in-fact.
6. Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law.

C. In situations where death or critical illness in the family of an individual occurs more than once during a single year, the Superintendent may grant an additional four (4) days non-accumulative to that individual, beyond the specified twenty (20) days in Section A.

D. In any one year a maximum of three (3) days in addition to those described in Section 1A may be used for personal business which cannot be transacted outside regular school hours. For example, personal business days cannot be used to extend a vacation, for medical and dental appointments except in cases of emergency, for shopping, or entertaining visiting relatives or friends. Absence from one's school assignment to work in another compensated situation is not acceptable use of personal business days. Professionals must use personal business days (Section 1) for personal legal business.

In situations where a professional uses one or two personal business days, a check list form will be provided to the professional by the District on the day he/she returns to work for the purpose of indicating the reason for use of the personal business day.

The use of a personal business day in any of the following circumstances will require a 12 hour advance approval by the Assistant

Superintendent for Instruction or a central administration designee: the third personal business day in a single school year; a conference day or half-day; an orientation day; the day before or after a holiday, vacation, or recess; and the day, or days, immediately preceding a leave of absence, resignation, or retirement. In an emergency situation where the professional is unable to communicate with the Assistant Superintendent or a designee in advance, immediately upon return the professional should communicate the reason for the use of the day.

All unused personal business days may be accumulated without limitation and added to accumulated unused sick leave.

E. Sick Leave Bank

1. The purpose of the sick leave bank is to provide sick leave for those participating members who have a prolonged, catastrophic or long term illness and/or injury and who have exhausted all their available personal sick leave. This benefit would not be available in a worker's compensation injury matter.

2. Each Full-time professional covered by this agreement who chooses to participate in the sick leave bank shall contribute two (2) sick leave days to the sick leave bank within the first 15 school days of September, 1986. The assignment of this sick leave shall be made at the time the professional elects to become a participant in this program. Such days become permanently part of the sick leave bank and cannot be withdrawn.

3. Effective July 1, 2002 all full time and part time (.5 time or more) professionals, except those filling a leave position, and those already enrolled shall contribute two (2) days on the effective date of employment.

4. Future contributions will be required when the number of days in the bank is diminished to a number that equals the number of professional employees covered by this agreement. At that time, the Sick Leave Bank Committee will determine the rate of additional contributions not to exceed two (2) days per participant per year.

5. Eligibility to draw from the sick leave bank shall be limited to those participating members who:

- a. Have exhausted their own personal sick leave.
- b. Provide medical evidence of prolonged, catastrophic, or long term illness or injury acceptable to the Sick Leave Bank Committee.
- c. Make application to the Sick Leave Bank Committee on the appropriate form.

6. The Sick Leave Bank Committee shall be composed of the President of the Teachers Association, or his/her designee, and the Superintendent of Schools, or his/her designee. The Committee may grant up to 30 sick leave days per application. All decisions to accept or reject an application shall be non-grievable.

7. If agreement on a grant is not achieved by the committee of two, or an applicant is dissatisfied with the decision of the Sick Leave Bank

Committee, an appeal can be made by the applicant to a review board composed of two members appointed by the Superintendent of Schools, two members appointed by the President of the Teachers Association, and one additional member acceptable to both the Superintendent and the Teachers Association President. The decision of the review board shall be final, binding, and non-grievable.

8. The maximum number of days available to each participant who meets the criteria in Section 5 is limited to 360 days.

9. The District will contribute one sick leave day per member joining the sick leave bank. This day will be added to the bank at the time of the member's initial contribution.

#### F. Workers' Compensation

1. Whenever a school employee is absent from his/her employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment and receives Workers' Compensation payments for such absences, he/she will be paid the difference between the award and the employee's salary for a period up to a maximum of 15 months of the person's disability.

2. In any absentee situation under consideration by Workers' Compensation, a person's sick leave bank will be charged, pending determination by Compensation Board. If the person's disability is approved for compensation, sick days will be restored according to the following formula: Total Workers' Compensation Benefits divided by Average Daily Pay Rate = Sick Leave Days to be reimbursed.

3. A person approved for Workers' Compensation award will be permitted to participate in the Health, Dental and Prescription program on the normal shared basis with the District (80/20 Family, 90/10 Individual) up to a maximum of 15 months from the beginning date of the award. If an individual continues on Workers' Compensation beyond 15 months, the health insurance premium will be shared 50/50 during the remaining time of the award.

#### Section 2 Leave for Professional Growth

Leave for professional growth during the summer for any professional who must leave the district prior to normal school closing to engage in such activity may be granted with the approval of the Superintendent of Schools. Requests for leave must be accompanied by explanation of why early dismissal is considered necessary and of value to the school district.

#### Section 3 Leave for Professional Involvement

A leave will be granted without pay to any officer of a professional association. Such leave will be used to enable that professional to discharge the duties and obligations of the office. Such leave may not exceed two (2) years. Upon return to the district, the professional will be advanced to the proper level and receive all level credits as though he/she had been continuously employed by the district.



#### Section 4 Leave for Legal Matters

A. Temporary leaves with full pay will be granted to professionals when attendance is required at PERB hearings, court hearings, legislative hearings and other non-compensated legal processes providing such requirement is not the result of violation of Section 210 of the Civil Service Law. Professionals must use personal business days (Section 1) for personal legal business.

B. Should a member of the professional staff be summoned for jury duty, the school district will continue to pay the professional's salary.

#### Section 5 Sabbatical Leave of Absence

A. All permanently certified and full-time professional personnel who have served five (5) consecutive years in the Burnt Hills-Ballston Lake School System directly prior to the application for sabbatical leave may, upon the recommendation of the Superintendent of Schools and approval of the Board of Education, be granted a sabbatical leave for study, or other purposes, benefiting the school system and contributing to the professional growth of the recipient in the capacity in which he/she is employed.

B. A sabbatical may be granted for a full year or a half year. Compensation will be granted at the rate of half-pay for a full-year leave or quarter-pay for a half-year. Payment to recipients will be pro-rated and will follow the regular payroll schedule during the leave of absence. Payments will be based upon the salary level the person would have been on during the leave for a regular professional assignment. When, as a result of the leave, any other additional compensation is received during the leave and the combination of such compensation and the sabbatical pay exceeds the regular professional salary the recipient would have received under normal employment that year, the sabbatical pay will be adjusted to that amount which represents the total of the regular professional salary for that year. Hours of college credit earned while on sabbatical leave will be credited for pay purposes in the same manner as college credit in the pay schedule.

C. Application for sabbatical leave should be submitted to the Superintendent's office not later than March 1st preceding the year of the leave. The standard application form should be used and complete explanation provided on the application form concerning the following questions:

1. Purpose of request,
2. Activities anticipated,
3. Professional benefits to applicant,
4. Educational benefits to the school district,
5. Anticipated compensation beyond the sabbatical pay allowance.

An interview may be requested to provide further information concerning the request.

D. Grants may be restricted in number per school (elementary) or curriculum area (secondary) as necessary in the judgment of the Superintendent.

E. Any professional who is granted a sabbatical leave under this section shall be required to sign, prior to beginning the sabbatical leave, an agreement with the school district indicating the professional's intention to return to the District for two complete school years of employment following the termination of the sabbatical leave. This agreement will indicate further that in the event the professional does not complete two full years of school employment, the professional will reimburse the District the amount of the sabbatical leave payments, pro-rated for any fractional part of the two school years which the professional fails to complete. Payments under this agreement will begin no later than the 15th day of the third month following notification to the school district that the professional will not return for employment, or the 15th day of the third month following the professional's termination of employment with the school district within the required two year period. The two year obligation of this provision must be consecutive years, and all monies due the District by the professional must be repaid no later than five calendar years following the commencement of the repayment period. Payments made under this agreement will be no less than the total amount of the monies owed the District divided by 60 months. However, the professional shall have the right to make repayments over a shorter period of time. Monies repaid pursuant to this provision shall bear no interest, and shall represent the repayment of principal only.

#### **Section 6 Leave for Anticipated Long-Term Disability**

When a professional anticipates a disability absence from his/her work responsibilities for a period of at least four (4) consecutive weeks, he/she may elect to use his/her accumulated personal illness days with pay and he/she may choose to request a leave of absence without pay for up to a total of two (2) years.

If a professional chooses a disability leave of absence without pay, notice must be given to the Personnel Office before the leave is to begin. In those situations where the disability is anticipated, the professional shall provide the District with a physician's statement confirming the nature and extent of the disability. This notification shall be provided on District forms at least ten (10) weeks prior to the commencement of the disability leave of absence, when possible. On a regular basis, the professional shall provide statements on district forms signed by the physician regarding the anticipated disability. Prior to the commencement of the disability leave, the professional's physician must submit a district form indicating the starting date of the leave.

Beginning on the first day of the leave, personal illness days may be used by the professional during the disability period. Additional statements during the term of the disability may be requested by the District. These statements, signed by the professional's physician on District forms, shall be submitted by the professional within ten (10) calendar days of the request.

#### **Section 7 Leave for Family Care**

Family care leave is defined as the time needed to care for a member of the immediate family. A professional may be granted a leave of absence for family care for a period of up to two years without pay. For probationary employees, the period of leave shall be an interruption of the probationary

period.

**Section 8 Family and Medical Leave Act**

A professional requesting a leave will be entitled to all provisions of the Family and Medical Leave Act of 1993.

**Section 9 Leave for Rest, Travel or Other Work**

The Board of Education upon the recommendation of the Superintendent of Schools may grant leaves of absence without pay for up to two years for rest, travel or for work in another area either inside or outside education. Such leave of absence may be considered only when such leave is recommended as in the best interests of the school district by the Superintendent of Schools.

A leave request must be presented at least thirty (30) days before the beginning of the requested leave and must indicate a termination date. The latest return date shall be no later than the beginning of the semester following the anniversary date of the leave.

**Section 10 Leave Return Notification**

Professionals scheduled to return from leave at the beginning of the school year must notify the Personnel Office in writing by April 1 preceding the September return date concerning their intention to return. Professionals scheduled to return at the beginning of the second semester, if return during the school year has been approved, must notify the Personnel Office in writing by November 15 preceding the return date concerning their intention to return.

**Section 11 Transportation for a Disabled Professional**

The District may provide transportation to and from a disabled professional's residence to the school building where such professional is employed. Eligibility for such transportation shall be limited to those professionals residing in the district, who are restricted to a wheelchair, who are unable to drive a motor vehicle due to physical incapacity and who are unable to be transferred into and out of the wheelchair without assistance.

**ARTICLE 20 PROFESSIONAL COMPENSATION**

**Section 1 Salary Schedule**

A. The Basic Baccalaureate Salary Schedule is as follows:

Level	2002-03	2003-04	2004-05
1	\$33,050	\$34,000	\$35,700
2	\$33,560	\$34,900	\$36,210
3	\$34,140	\$35,290	\$36,790
4	\$34,640	\$35,790	\$37,290
5	\$35,240	\$36,390	\$37,890
6	\$36,490	\$37,690	\$39,140
7	\$37,590	\$38,890	\$40,340
8	\$38,640	\$40,000	\$41,450
9	\$39,800	\$41,100	\$42,550
10	\$41,000	\$42,300	\$43,750
11	\$43,050	\$44,350	\$45,800
12	\$46,975	\$46,975	\$48,375
13	\$50,510	\$50,510	\$51,010
14	\$53,610	\$53,610	\$53,610
15	\$59,140	\$59,140	\$59,140
16	\$65,250	\$65,250	\$65,250
17	\$67,810	\$67,810	\$67,810
18		\$70,370	\$70,370
19			\$72,930

B. At the time of initial employment by the District, placement on the salary schedule of professionals will be determined by the Board of Education upon the recommendation of the Superintendent of Schools.

**Section 2 Salary Differentials**

A. 2002-2005

	Level 1	Level 2	Level 3
District Department Heads	\$942	\$1766	\$2809
Staff Development Coordinator	\$942	\$1766	\$2809
Building Department Heads	\$695	\$1294	\$2343
Elementary Curriculum Com Reps	\$1300	\$1300	\$1300
Secondary Department Representative	\$1700	\$1700	\$1700
Professional Development Associate	\$200	\$200	\$200
Mentor	\$500	\$500	\$500

Level 2 and 3 differentials above represent pay differentials for which these professionals will be eligible, if their work is satisfactory, in their second and third years in the position.

Effective July 1, 1996, pay differentials for Guidance Counselors, Work Study Coordinator and Social Worker positions are abolished. Persons serving in these positions as of July 1, 1996 will continue to receive the differential amount they received in 1995-96 as long as they continue in service in the district. Effective July 1, 1993, pay differentials for the speech, occupational and physical therapist positions are abolished. Persons serving in these positions as of July 1, 1993, will continue to receive the differential amount they received in 1992-93 as long as they continue in service in the district.

B. All of the above listed professionals who perform extra work beyond the regular professional calendar as defined in Article 8, Section 2 A, will be compensated for twenty (20) days of such work with 10% of their regular ten-month salary; for ten (10) days of such work with 5% of their regular salary.

C. Department heads will be guaranteed one supervisory period per day.

D. Responsibility for a decision to create, maintain, or abolish a department head position rests exclusively with the Board of Education. In the event that any District Department Head position compensated under this negotiated agreement becomes vacant during the ten-month school year and it is the decision of the Board of Education to fill the vacancy, a person within the department will be asked within thirty (30) days of the beginning of the vacancy to temporarily assume the supervision responsibilities until the position is filled permanently and will be paid on a pro-rata basis (1/200th of the first level of the District Department Head position compensated under this negotiated agreement responsibility compensation) for each day worked.

If any District Department Head Position compensated under this negotiated agreement is incapacitated in excess of thirty (30) school days during the ten-month school year, the same procedure would be followed to fill the vacancy temporarily during the regular head's continued absence.

E. Elementary Curriculum Committee Representatives, Secondary Department Representatives, and Staff Development Representatives:

1. Elementary Curriculum Committee Representatives shall receive an annual pay differential of \$1300.

2. Secondary Department Representatives shall receive an annual pay differential of \$1700. In addition, they will have a maximum of four class assignments and compensation for ten (10) days of summer work at the daily rate of 1/200th of their annual salary. The High School Science Department Representative will have a maximum of three class assignments and compensation for ten (10) days of summer work at the daily rate of 1/200th of their annual salary.

3. One professional per elementary school and two middle school and two high school professionals representing their buildings on the District Staff Development Committee will be compensated \$600 annually. In addition, a

maximum of four days per building of release time with substitute coverage will be provided.

**F. Mentors**

Mentors for new teachers will be required to work 1 1/2 days during the summer prior to service and receive a daily rate of 1/200th of their professional salary.

**Section 3 Psychologists Salary Schedule**

Effective July 1, 1996, the separate Psychologist Salary Schedule is abolished. Persons serving in these positions as of July 1, 1996, will continue to receive the \$940 differential they received in 1995-96 as long as they continue in service in the district.

**Section 4 Coaching Salaries**

A. Coaching salaries are based on a point system that takes into account the responsibilities of each coaching position in relation to all other coaching positions. Underlying the point system is the premise that all sports are of equal value to the district, and coaching compensation should be based on the following responsibility factors: time, number of participants, equipment, safety, coordination of coaches, pressure, scouting, and management tasks.

B. The salary of each varsity coaching position is determined by multiplying the point value of each position times the following step schedule:

Step	2002-03	2003-04	2004-05
1	\$64.20	\$66.13	\$68.11
2	\$66.76	\$68.77	\$70.83
3	\$68.04	\$70.08	\$72.19
4	\$71.89	\$74.05	\$76.27
5	\$89.21	\$91.88	\$94.64
6	\$102.69	\$105.77	\$108.94

C. The salary of each varsity assistant coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 80%.

D. The salary of each junior varsity coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 80%.

E. The salary of each junior varsity assistant coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 75%.

F. The salary of each ninth grade coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 75%. The salary of each seventh and eighth grade modified

coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 70 %.

G. The salary of each seventh, eighth and ninth grade modified assistant coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 70%.

H. Each step corresponds to one year of coaching service at BH-BL. Initial placement on the coaches salary schedule may at the District's discretion give credit for prior coaching experience.

I. All authorized compensation listed above will be paid to the coach twice during the season, one-half at the pay period closest to the middle of the season and the remaining half at the pay period closest to the end of the season. Payment must be included with one or more paychecks. All responsibilities and obligations relating to the coaching assignment must be completed by the end of the season. A schedule of the pay dates will be provided to the Association President, Chief Negotiator and to the coaching staff at the pre-season meeting with the athletic director.

J. Responsibility factor points will be reevaluated in terms of actual time and responsibility involved if two or more coaching positions are filled simultaneously by one person. In such cases the individual coach and the district department chairman will develop mutually a revised responsibility factor point value and will submit the revision to the Superintendent before the combined appointment is approved. A copy will be submitted to the President of the Association.

K. Coaching Point Values  
2002-2005

Responsibility Factors

	T	P	E	S	C	P	S	M	I	T
	i	u	q	a	o	r	c	a	t	O
	m	p	u	f	o	a	e	o	n	T
e =	i	i	e	e	r	c	s	u	a	A
10	l	p	t	d	h	s	t	g	s	L
H	s	m	y	e	u	i	e			
r		e		O	s	r	n	m		
s		n		f	e	g	e			
		t			s		n	t		
FOOTBALL:										
Varsity Head Coach . . . . .	18	4	7	5	5	5	2	2		48
VARSITY BOYS SOCCER										
Head Coach . . . . .	16	3	4	3	3	4	1	3		37
VARSITY GIRLS SOCCER:										
Head Coach . . . . .	16	3	4	3	3	4	1	3		37

Responsibility Factors

	T i m e =	1 P u p l i s	P u p l i s	E q u i p m e n t	S a f e t y	C C o o r d i n a n c e	P r e s e n t	S c o r e	M i n i m u m	T O T A L
VARSITY BOYS BASKETBALL:										
Head Coach . . . . .	26	2	3	3	3	3	5	1	3	46
VARSITY GIRLS BASKETBALL:										
Head Coach . . . . .	26	2	3	3	3	3	5	1	3	46
VARSITY BOYS BASEBALL:										
Head Coach . . . . .	15	2	5	3	3	3	4	1	3	36
VARSITY GIRLS SOFTBALL										
Head Coach . . . . .	15	2	5	3	3	3	4	1	3	36
VARSITY BOYS & GIRLS TRACK:										
Head Coach - Boys Track . . .	15	5	3	4	2	2	2	0	5	36
Head Coach - Girls Track . . .	15	5	3	4	2	2	2	0	5	36
VARSITY INDOOR TRACK:										
Head Coach . . . . .	26	5	4	2	2	2	2	1	4	46
VARSITY BOYS SWIMMING:										
Head Coach . . . . .	26	3	4	4	1	3	3	1	3	45
VARSITY GIRLS SWIMMING:										
Head Coach . . . . .	15	3	4	4	1	3	3	1	3	34
VARSITY GIRLS FIELD HOCKEY:										
Head Coach . . . . .	16	3	4	3	3	3	4	1	3	37
VARSITY BOYS WRESTLING:										
Head Coach . . . . .	26	2	4	4	2	4	4	1	3	46
Cheerleading:										
Varsity Football . . . . .	12	2	1	1	0	1	1	0	1	18
Varsity Basketball . . . . .	17	2	1	2	0	1	1	0	2	25
VOLLEYBALL:										
Varsity Girls . . . . .	16	2	4	2	3	3	3	1	3	34
Varsity Boys . . . . .	16	2	4	2	3	3	3	1	3	34
VARSITY ICE HOCKEY										
Head Coach . . . . .	26	2	3	3	3	5	5	1	3	46
VARSITY CREW										
Head Coach . . . . .	15	2	5	3	3	4	4	1	3	36



Responsibility Factors

	T	P	E	S	C	C	P	S	M	I	T
	i	P	u	q	a	o	o	r	c	a	T
	m	t	p	u	f	o	a	e	o	n	T
	e	=	i	i	e	r	c	s	u	a	A
	10	l	p	t	d	h	s	t	g	s	L
	H	s	m	y	e	u	i	e			
	r		e		O	s	r	n	m		
	s		n		f	e	g	e			
			t				s		n		
									t		
BOYS TENNIS: . . . . .	16	3	3	2	1	3	0	3			31
GIRLS TENNIS: . . . . .	16	3	3	2	1	3	0	3			31
CROSS COUNTRY: . . . . .	16	4	3	3	1	3	1	3			34
VARSITY BOWLING: . . . . .	16	3	3	2	1	3	0	3			31
VARSITY GOLF: . . . . .	15	3	3	3	1	3	0	3			31

BOYS EXTRAMURALS:

Two positions each . . . . . 40 three-hour sessions maximum \$36.00 per three-hour session.

GIRLS EXTRAMURALS: . . . . . 40 three-hour sessions maximum \$36.00 per three-hour session.

L. Coaches of interscholastic athletic teams will be notified in writing no later than sixty (60) days prior to the third anniversary date of their coaching assignment if their services are to be discontinued. After that date they may not be removed from the position without a written statement of reasons which are relevant to the specific assignment. Third anniversary date is defined as three calendar years from the official date of approval by the Board of Education.

M. If there are no qualified, professional applicants for any coaching position compensated under the terms of this negotiated agreement within thirty (30) days of the commencement of practice for the sports season, the District may assign any physical education professional employed by the school district to fill the coaching vacancy providing the professional is not assigned to coach at least two other sports during the school year. In case of hardship, a physical education professional may request to be excused from being assigned to fill a vacancy. Such a request shall be in writing to both the Superintendent of Schools and the Teachers Association President who will jointly decide whether or not to grant the request. This provision shall not apply to crew and ice hockey due to the unique nature of these assignments. No professional will be assigned involuntarily to a compensated coaching position in two consecutive years.

### Section 5 Extra-Curricular Compensation

Compensation for extracurricular activities takes into account the nature of the activity, the number of students involved, preparation time, actual time involved in the activity, budget preparation, equipment management, and safety considerations.

Extra Curricular	2002-03	2003-04	2004-05
High School Yearbook			
Production	\$1,155	\$1,189	\$1,225
Business Advisor	\$1,155	\$1,189	\$1,225
High School Newspaper	\$2,785	\$2,869	\$2,955
Middle School yearbook	\$1,248	\$1,286	\$1,324
MS Student Council Advisors	\$1,248	\$1,286	\$1,324
Drama (High School Full Productions- 2 Act Plays)			
Fall:			
Director	\$2,012	\$2,072	\$2,134
Stage Manager	\$1,570	\$1,617	\$1,665
Business Manager	\$628	\$647	\$667
Producer	\$1,570	\$1,617	\$1,665
Spring:			
Director	\$2,040	\$2,102	\$2,165
Producer	\$1,570	\$1,617	\$1,665
Orch Director	\$1,570	\$1,617	\$1,665
Stage Manager	\$1,570	\$1,617	\$1,665
Business Manager	\$638	\$657	\$676
Vocal Coach	\$1,570	\$1,617	\$1,665
Choreographer	\$896	\$923	\$951
MS Drama Club	\$2,426	\$2,498	\$2,573
Each SGO Advisor	\$988	\$1,017	\$1,048
High School Drama Club	\$988	\$1,017	\$1,048
Key Club Advisor	\$988	\$1,017	\$1,048
SADD Advisor	\$988	\$1,017	\$1,048
FBLA Advisor	\$988	\$1,017	\$1,048
Marching/ Prep Band	\$988	\$1,017	\$1,048
Each Class Advisor	\$988	\$1,017	\$1,048
High School Jazz Ensemble	\$988	\$1,017	\$1,048
High School Select Choir	\$988	\$1,017	\$1,048
Auditorium Advisor	\$988	\$1,017	\$1,048
Lang Exchange Advisor	\$988	\$1,017	\$1,048
K-5 Student Council Ad	\$610	\$628	\$647
High School National Honor Society	\$610	\$628	\$647
Middle School National Honor Society	\$610	\$628	\$647
MS Newspaper	\$610	\$628	\$647
LeFont	\$485	\$500	\$515
International Club	\$485	\$500	\$515
High School Ski Club Advisor	\$485	\$500	\$515
Middle School Ski Club Advisor	\$485	\$500	\$515
High School Debate	\$485	\$500	\$515
High School Science Club	\$485	\$500	\$515
Middle School Science Club	\$485	\$500	\$515
High School Art Club	\$485	\$500	\$515
MS Art Club	\$485	\$500	\$515
Extra Curric Supervision	\$15	\$16	\$16
MS Gr 8 Select Choir	\$485	\$500	\$515
MS Jazz Ensemble	\$485	\$500	\$515

B. Payment for extra-curricular activities will be added to the annual salary and paid as part of the regular biweekly paycheck for year long assignments or pro-rated over the pay periods involved in shorter assignments and added to the biweekly paycheck during the period of assignment.

Payment for supervision work will be made as part of the regular biweekly paycheck by the second pay period following the submission of an approved pay claim. Supervision pay rates will not be paid for work that is essentially clerical in nature (i.e. ticket sellers or collectors) nor will professionals be required to perform clerical functions related to extra-curricular activities if they do not choose to work in a clerical capacity.

C. Appointment to extra-curricular assignments will be recommended to the Superintendent by the building principal by June 1 preceding the school year of the assignment. If there is no qualified professional applicant for any extra-curricular activity prior to the June 1 date, the building principal may appoint any member of the professional staff to the extra-curricular assignment providing the professional has no other compensated extra-curricular responsibility during the school year. No professional will be assigned involuntarily to a compensated extra-curricular activity in two consecutive school years.

#### **Section 6 Summer Curriculum Work**

Summer curriculum work will be compensated at the rate of 1/200th of the first level of the bachelor's salary schedule.

#### **Section 7 Other Salary Provisions**

A. Additional annual salary over the base for professionals with baccalaureate degrees will be granted at the rate of \$22.50 per approved hour up to a limit of 70 hours. For all hours earned on or after July 1, 1996 by professionals while employed in the district, the rate will be \$35.00 per approved credit hour.

Beyond 70 hours, \$10 per approved credit hour will be granted to all professionals for each such credit hour earned.

B. The Basic Baccalaureate Schedule will be augmented by an additional \$910 for a Master's Degree, \$250 more for the University Certificate for a total of \$1160, and \$500 more for a Doctorate Degree for a total of \$1660.

C. If semester grade reports of graduate credit are not received in the Personnel Office on or before October 15, additional compensation will not begin until the pay date most closely following February 1.

D. If semester grade reports of graduate credit are not received in the Personnel Office on or before March 15, additional compensation will not begin until the first pay date in September.

E. Credits for which semester grade reports are received from September 1 to October 15 will be retroactively compensated to the beginning of school in September. Credits for which semester grade reports are received between

February 1 and March 15 will be retroactively compensated at half annual rate to February 1. Where semester grade reports cannot be obtained to meet the deadlines, the Personnel Office should be notified by the deadline dates (October 15 and March 15) if the person is to receive salary credit as specified above.

F. Prior approval by the Superintendent is required for compensated credits except credits in a degree program at an accredited college or university for the purpose of meeting certification requirements for a professional's assignment. Prior approval by the Superintendent is required if compensation for university credits for certification in a new subject area is to be paid. To receive approval the new subject area must be one that gives promise of making the professional of increased value to the district. Those professionals who have applied for prior approval for compensated credits will be notified in writing within twenty (20) school days as to the outcome of their request.

Compensated credits may be earned as follows:

1. Undergraduate and graduate courses offered by an accredited institution of higher learning.

2. Local and regional courses with 900 minutes of instructional time per credit.

3. College workshops and mini-courses with 900 minutes of instructional time per credit.

4. Effective July 1, 1996, teachers who supervise a student teacher and/or an intern will receive one (1) credit for each supervisory experience. Teachers must request payment for supervision of student teachers and interns upon completion of the supervisory experience on a form provided by the District.

G. Continuous movement along the salary schedule shall be dependent upon meeting NYS certification requirements as follows:

1. All professionals represented by the bargaining unit must receive permanent certification within the time specified by the State Education Department. By April 1 of each school year the district will provide professionals certified after Feb. 2004 with a form to record any self-selected staff development activities during that year. The professional will submit that form to the Human Resources Office by the end of that year.

2. Professionals represented by the bargaining unit who are appointed to a position and who are uncertified for that position must acquire at least six (6) hours per year toward meeting the certification deficiency. For uncertified people appointed to a position at the beginning of the school year or prior to January 1 of that school year, the one-year period would be from September 1 of the year of appointment to September 1 of the following year. For uncertified people appointed to a position after January 1 of the school year, the one-year period would be from February 1 of that school year to February 1 of the subsequent year.

3. Persons not meeting these contingencies (1 and 2 above) will be

held on level until such deficiencies are met. It should be understood that a person who is neither professionally nor permanently certified in his/her assigned teaching area may be subject to dismissal in compliance with the procedures established by the Education Law.

4. Professionals retained on a previous year's level placement but at the current salary schedule for that level will be given regular level placement on the current salary schedule upon meeting deficiencies stated in this section. Such placement will begin on the day following receipt of verification of meeting the above requirements and shall not be retroactive.

#### **Section 8 Payroll Preparation**

A. Professionals will be paid on a biweekly basis. A partial pay of one week's salary will be made on the Friday following the first day all teachers are required to report for work provided that Friday is not a regularly scheduled pay day. All teachers will be paid on a ten-month schedule unless they elect the option of a 12 month basis with the balance due included in the last check in June. The balance due will be taxed as though it were paid over the two-month period of July and August in accordance with the provisions of IRS ruling No. 65-231.

B. All payroll deductions will be transmitted to the appropriate agencies within two (2) business days of payroll.

C. Flexible Benefits Plan:

1. The District will offer a flexible benefits plan as permitted by Section 125 of the Internal Revenue Code. Specific provisions and limitations are set forth in a document entitled, "Flexible Benefit Plan of the Burnt Hills Ballston Lake School District."

2. The plan will permit salary deductions for the employee share of health insurance costs prior to taking deductions for FICA and state and federal income tax.

3. The Plan will permit salary deductions for dependent care. The minimum amount of annual dependent care benefits that may be contributed is \$1,000 with a maximum of \$5,000.

D. The District shall make deductions for NYSUT member benefits from paychecks of bargaining unit members who authorize such deductions.

#### **Section 9 Property Insurance**

Professionals will be reimbursed by the district in the amount of the current replacement value for the school-related loss of personal property resulting from theft, fire, or vandalism if the following conditions are met:

1. Prior approval for the use of the personal property is granted by the building principal on forms provided by the district.

2. The personal property is needed for instructional purposes.

3. The replacement value of the personal property exceeds \$25 and is so indicated on the prior approval form.

4. Appropriate security measures are agreed upon by the professional and the principal and the professional complies with this agreement.

5. There is physical evidence of forcible entry or vandalism if property is stolen or damaged.

6. Other personal property will be replaced at its functional value in the event of loss suffered in discharging professional disciplinary responsibilities in direct contact with students. Functional value replacement of an item of property is defined as providing a replacement that performs the same function at a similar quality level and not necessarily replacement in terms of the same item cost.

#### **Section 10 Health and Dental Insurance**

A. An insurance committee composed of representatives from each bargaining unit proportional to the number of individuals represented by each bargaining unit and chaired by the Assistant Superintendent for Support Services will act in an advisory capacity to the Superintendent and Board of Education on insurance related matters.

B. The School District will provide the following health insurance coverage: Hospitalization, doctor, major medical, a \$0 mail order prescription drug rider, \$3. prescription drug rider, and dental insurance coverage including preventative, restorative, prosthetic, and orthodontic services or devices. Benefits for health and for dental services will be maintained at least at October 1, 1986 levels. Starting July 1, 2001 the prescription rider will provide a \$0 dollar mail order prescription drug rider, \$3 generic prescription drug rider, and \$6 name brand prescription drug rider. A committee will be formed in the 2002-03 school year with representation from each bargaining unit to explore the potential of a single prescription drug program to supplement each health insurance program.

C. The school district's contribution toward a member's premium for both health and dental coverage will be:

Single membership = 90%  
Family membership = 80%  
Retirees membership = 50%

D. Returned premium, that is, the amount returned to the district by the carrier in periods of low losses, if any, will be reported to the Insurance Committee which will recommend disposition which may include premium reduction, purchase of added benefits or reserve for premium increases.

E. For those who retire, unused sick leave will be used to establish an account in an amount equal to \$42.50 per unused sick day. This account will be used by the District to pay the difference between the retired employee's total insurance premium and the percentage of premium paid by the District for

the retiree's health insurance. These monies will continue to be used for health insurance premiums until they are completely expended. The effective retirement date will be used for determining the total number of accumulated unused sick leave days.

F. In the event of the death of the retired employee, all funds credited to the retired employee's account will be applied toward the purchase of health insurance for the surviving spouse and/or eligible dependent(s) of said employee choosing to remain in the program. In the event of the death of a retired employee without a surviving spouse and/or eligible dependent(s), unexpended monies will be retained by the District.

G. Eligibility for the health insurance benefit described by this article will be subject to the terms and conditions of Board Policy P4360 (EMPLOYEE GROUP INSURANCE) reviewed and renumbered from Policy 4145 of September 1992 and revised July 1993.

H. The District and retiring employees will be subject to any and all applicable Federal and New York State tax laws affecting this provision.

#### **Section 11 Retirement**

Professionals who notify the District in writing of their intent to retire by April 1st of their retirement year or at least 90 days prior to retirement at any other time of year will receive an additional \$1000.

### **ARTICLE 21 ASSESSMENT, OBSERVATION, DISCIPLINE, AND DISMISSAL**

#### **Section 1 Assessment and Observation**

A. Assessment of a professional's performance is the responsibility of the principal who will collaborate with those who have supervisory responsibilities. All observations of the work or the performance of a professional shall be conducted openly and with full knowledge of the professional.

B. The principal or supervisor has the prerogative of implementing the assessment process at any time. The process includes annual performance reviews as prescribed on Policy #4117 forms as adopted in April 1988. It should be understood that Policy #4117 does not limit the assessment process to the criteria on the forms described therein. Principals or others with supervisory responsibility may include other communications with professionals in the assessment process.

C. All classroom observations of professionals relating to performance review conducted by administrators/supervisors will be conducted openly and with the full knowledge of the professional. These classroom observations will occur prior to June 1 unless a later date is agreed to by the professional. No observations will occur during the last two days before a vacation period of a week or more.

D. Professionals will be provided with a conference within five (5) school days following each formal observation. Copies of all documents pertaining to the observation and conference will be provided the professional.

In situations where there is mutual agreement, these limits may be waived.

E. Any written addition to a professional's folder pertaining to professional performance or responsibilities, but excluding those items regarding the initial employment of the professional, will be done with prior knowledge of the professional. The professional has the right to have his/her response permanently affixed to any written addition. In the event that such professional does not sign such document within 10 school days following notification, the document shall be placed in the personnel file with a filing date noted. The professional will sign such a written addition to indicate he/she has read the addition. A signature does not imply agreement with the statement.

## **Section 2. Dismissal**

A. Dismissal of a tenured professional except where due to the abolition of a position by the Board of Education shall be as per applicable provisions of the Education Law and other statutes, case law and/or Commissioner's decisions.

B. A probationary professional will be informed by the Superintendent if he/she will not be recommended for tenure no later than 150 days prior to the termination date of the probationary period. Termination date is defined as the anniversary date of the probationary period for the number of years specified by law.

C. The Board of Education at the request of the professional will give a reason or reasons for not granting tenure to a probationary professional when the Superintendent has recommended a tenure appointment. Such request must be made no later than ten (10) school days following the date of notification. A response to the request will be provided within twenty (20) school days of the notification date. It shall be considered discriminatory practice to dismiss a professional for engaging in legal activities.

## **Section 3. Licensed Professionals**

Professionals covered by this contract and not subject to tenure laws will be granted job protection as provided in Section 75 of the Civil Service Law.

## **ARTICLE 22 MEMORANDA OF PROCEDURAL AGREEMENTS**

A. Upon request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than 15 days following such a request. In any school year such request shall be made no later than January 1 of the year in which the contract expires.

All items proposed for discussion that would become effective in the next school year shall be submitted in writing by the representative organization and the employer at the first meeting.

B. Such additional meetings as are required to reach agreement or until impasse is reached shall be called at times mutually agreed upon by both parties. The meetings should not exceed three hours unless mutually agreed



upon by both parties and shall be held at a mutually agreeable time.

C. Both parties and/or the Superintendent shall furnish each other upon request all available information pertinent to the issues under consideration. Either party may, if it so desires, utilize the services of outside consultants, professional personnel, or lay representatives at negotiation meetings. Such people will have some function relevant to the topics under discussion. The negotiations at such meetings will be conducted by the designated spokesman for both sides. Such supportive personnel may be used so long as the other party to negotiations has been notified at least 24 hours prior to the meeting(s) at which such persons are present.

#### **ARTICLE 23      CIVIL SERVICE LAW**

ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT.

"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"

EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION, AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

**ARTICLE 24 DURATION OF AGREEMENT**

Existing policies not specifically referred to in this contract shall remain in full force and effect.

The terms and conditions of this contract shall be in effect for the period of July 1, 2002 until June 30, 2005. In the event that the parties fail to reach agreement prior to the expiration date, the terms and conditions of this contract shall remain in full force and effect until a subsequent agreement is reached.

This document constitutes the entire agreement between the parties and no further matters shall be negotiated under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28<sup>th</sup> day of June, 2002.

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS

William E. Trotter  
Superintendent of Schools

Robert Erhardt  
Chief Negotiator and Team

Richard A. Hughes

James L. Schultz

BURNT HILLS-BALLSTON LAKE TEACHERS' ASSOCIATION

Carole J. Reynolds  
President

Ken B. Bunn  
Chief Negotiator and Team

Tom Mey

Catherine Krylowicz

Susan Hadden

Richard A. Hughes

Witnessed by Clerk of the District

SEAL OF THE DISTRICT