

## Cornell University ILR School

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#### Contract Database Metadata Elements

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Employer Name: **Berne-Knox-Westerlo Central School District**

Union: **Berne-Knox-Westerlo Teachers Association, New York State United Teachers (NYSUT)**

Local: **2501**

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**AGREEMENT**

**between the**

**SUPERINTENDENT**

**of the**

**BERNE-KNOX-WESTERLO SCHOOL DISTRICT**

**and the**

**BERNE-KNOX-WESTERLO TEACHERS ASSOCIATION  
LOCAL 2501, NYSUT**

**July 1, 2009 – June 30, 2019**

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### **Per Diem Substitute Teacher (Short Duration)**

A person hired on a day-to-day basis for a specific absent teacher for forty (40) consecutive school days or less. The per diem substitute teacher (short duration) shall be paid a daily rate of pay, as established by the Board of Education. As a per diem substitute teacher (short duration), the individual will not be entitled to the rights or benefits of the negotiated agreement between the parties.

### **Per Diem Substitute Teacher (Long Duration)**

A person hired for more than forty (40) consecutive school days for a specific absent teacher. The per diem substitute teacher (long duration) shall be paid, beginning with the forty first (41<sup>st</sup>) consecutive school day, in accordance with the salary schedule (Article VIII) retroactive to the first day of employment. The per diem substitute (long duration) is entitled to no other benefits under the contract.

### **Long Term Substitute Teacher**

A person hired for a specific period of time equal to more than forty (40) consecutive school days to replace a teacher on an unpaid leave of absence. The long term substitute is responsible for all usual and customary duties normally assigned to the absent teacher. Except for the modification of exclusions listed herein, a long-term substitute teacher will have all the rights and benefits of the negotiated agreement between the parties.

The following areas are excluded: Article X (6) (7), Long-Term Unpaid Leaves of Absence and Professional Grants; Article XVIII, Evaluation, unless the specified period of time for such replacement is equivalent to at least one semester or more in such case, Article XVIII is modified so that paragraphs (1) and (2) only shall apply with one observation per semester and full employment required. Also excluded are any rights under the contract to retirement benefits including any health insurance for retirees.

Sick days, personal days or any other leave days are earned and credited on a pro-rata yearly basis.

## **ARTICLE II** **NEGOTIATION PROCEDURE**

1. Prior to December 15 of the year prior to the date of expiration of the Agreement, the Association or the Board shall file a written letter of intent to negotiate with their respective opposites. A written request by either party shall bind the other to negotiate terms and conditions of employment for the

following school year. Negotiations shall commence on or before January 15 of the year of expiration of the Agreement. Both parties may mutually decide to alter part or all of the contract during its life.

2. During negotiation, the Board's Agent and the Association's Agent will exchange points of view, make proposals and counter-proposals as supported by relevant data. As of the time it is available, the Board will provide the Association with the School District Budget for the next fiscal year. The parties agree to make available to each other for inspection all public records, data and information in their possession. Either party may, if it so desires, utilize the services of outside consultants. The School District will provide a place for the negotiation between the parties agreeable to both sides. This room shall be so equipped as to provide a meeting of representatives on an equal basis with another room being provided where Association representatives may caucus in private during these negotiation sessions. The parties agree that no representatives or observers be present at negotiation sessions except those nominated by the School Board and/or its agent and the Association's Negotiating Team. Both parties agree that there be no release of information in regard to the negotiation to the public without prior notice and agreement to a joint press release or until impasse is declared. Communication with respective governing bodies does not constitute a public release.
3. Where an impasse occurs or if an agreement is not concluded by March 1, either party may request the use of PERB for mediation. Mediation may be followed by the other steps provided in the Taylor Law. If both parties are dissatisfied with the effort of PERB, the parties will seek to agree on a mutually acceptable Mediator and will obtain a commitment from said Mediator to serve. The costs, if any, of such Mediator shall be shared equally by the Board and Association. Such Mediation and Fact Finding will be governed by the provisions of Section 209 of the Civil Service Law.
4. Before the Board adopts a change in policy which affects teachers' terms or conditions of employment, the Board will notify the President of the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Board over such proposed change.
5. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

6. The provisions of the agreement shall be incorporated into and be considered part of the established policies of the Board.
7. Any individual arrangement, agreement or contract between the Board and an individual teacher, hereto executed, shall be subject to and consistent with the terms and conditions of the agreement and any individual arrangement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this agreement.
8. If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law.
9. Copies of this signed agreement shall be made available and distributed to all teachers employed by the Board as soon as possible, and in no case later than one month after its signing by both parties. In the event that a teacher cannot be reached, for instance during the summer recess, the new contract will be provided on the first day of the new school year, subject to the one month provision above. The contract shall be printed alternately by the Association and the District.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

#### **A. Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences.

#### **B. Definition**

A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment including, but not limited to, any claimed violation, misinterpretation, misapplication or inadequate application of law,

rules or regulations having the force of law, this agreement, policies, rules, bylaws, regulations, direction, orders, work rules, procedures, practices or customs of the Board of Education and Administration.

### C. Procedure

1. Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for the informal decision at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of teachers or is associated with system-affects a group of teachers or is associated with system-wide policies, it may be submitted directly at Stage 2 described below.
4. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
5. Except as otherwise provided in Section E. 1a and 1b, an aggrieved party and any party named in a grievance shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
6. Forms for filing grievances will be developed by the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement and in future proceedings.
9. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2, and 3 of this procedure.
10. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
11. Copies of transcripts prepared at Stage 4 shall be made available as soon as possible.

**D. Time Limits**

1. The time limits specified in this procedure may be extended or shortened in any specific instance by mutual written agreement. "Days" shall mean a day school is in session except that between July 1 and August 31. Inclusive "days" shall mean a day other than Saturday, Sunday or legal holiday.
2. Failure at any step of this procedure to communicate this decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time shall be deemed an acceptance of the decision.
3. No written grievance will be entertained and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within forty (40) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
4. In the event a grievance is filed on or after June 1, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.



## E. Stages of Grievance

Grievances involving contract violations shall follow Stages 1, 2, 3, and 4.

All other grievances shall follow Stages 1, 2, and 3.

### 1. Stage 1 – Building Principal

- a. A teacher having a grievance will discuss it with the Building Principal, either directly or through a representative, with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be presented in writing to the Building Principal within ten (10) school days after completing the informal hearing. Within ten (10) school days after receiving the written grievance, the Principal shall render his/her decision in writing and shall furnish one copy to the teacher who lodged the grievance and one copy to the Association.

### 2. Stage 2 – Superintendent

Within ten (10) school days after receiving the decision of the Building Principal, the teacher and/or the Association may appeal the decision in writing to the Superintendent who shall give the teacher the opportunity to be heard within five (5) school days after delivery of the appeal and shall communicate his/her decision in writing to the teacher and/or Association within five (5) school days after the hearing on the grievance.

### 3. Stage 3 – Board of Education

Within ten (10) school days after receiving the decision of the Superintendent, the teacher and/or the Association may appeal the decision in writing to the Board of Education. Within ten (10) school days after receipt of an appeal, the Board, or a committee thereof, shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within five (5) school days after the conclusion of the hearing, the Board shall render a decision in writing.

4. **Stage 4 – Arbitration**

- a. After the Board's decision has been rendered, if the Association is not satisfied with the decision at Stage 3, the Association may submit the grievance to arbitration by written notice to the Board within seven (7) school days of the decision at Stage 3.
- b. The Arbitrator shall be mutually selected by the Board and Association. In the event the Board and the Association cannot reach agreement on the Arbitrator, the Association shall file a Demand for Arbitration with PERB and the selection of an arbitrator shall be in accordance with PERB rules.
- c. The selected Arbitrator will hear the matter within twenty (20) school days and will issue a decision not later than ten (10) school days from the date of the close of the hearing. The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusion on the issues and be transmitted to the Board, the grievant and the President of the Association.
- d. The decision of the Arbitrator shall be final and binding upon all parties unless found to be in violation of any existing law or precedential ruling of any State or Federal Court, PERB or the Office of the Commissioner of Education.
- e. The costs of the arbitrator will be borne equally by the Board and the Grievant.

**ARTICLE IV**  
**TEACHER AND ASSOCIATION RIGHTS**

1. The Association shall have the right to use regular school equipment after school hours. Any equipment housed in the teachers' room may be used at will. The Association shall purchase its own materials and supplies.
2. The Association shall have the right to use school facilities without costs at reasonable times for local meetings after teachers' dismissal. Upon 2 weeks notice to the Superintendent, the local Association shall have the right to hold local meetings at 2:35 p.m. five times per year.
3. The Association shall have the right to use faculty mailboxes as a means of communication with faculty members on Association business.

4. Any non-resident member who was employed on June 30, 2010 may elect to enroll their children in the District on a tuition-paying basis, with the amount of tuition to be paid equal to 50% of the District's SED based tuition rates in effect for the period(s) of enrollment.
5. A unit member shall have the right to examine his/her personnel file; however, letters of recommendation shall be excluded therefrom and that said teacher upon such examination should have the right to place in said file a response to anything therein that he/she deems derogatory. It is also understood that the teacher may share the contents of said file with counsel and/or representative of the Teachers' Association.
6. The District shall provide the teaching staff with payroll deduction rights in equal installments, for the School Systems Federal Credit Union. Teachers will have the option to change or implement the deduction amounts in September and/or February of any school year.
7. The District shall provide a deduction plan for a bond-a-month program.
8. The District shall provide teachers with payroll deduction rights for financial institutions of the individual teacher's choice.

**ARTICLE V**  
**TEACHER QUALIFICATIONS AND ASSIGNMENTS**

1. There will be a reasonable attempt to make all teacher assignments on an equitable basis.
2. The assignment of additional duties will be on an equivalent basis insofar as the master schedule will permit.
3. Each teacher is to initial a general register each day upon arriving and leaving school.
4. All returning secondary teachers shall no later than June 15<sup>th</sup> (Elementary, August 7<sup>th</sup>) receive a copy of the master schedule for the following school year including school room(s), schedule, approximate number of pupils and group level(s) of pupils. The elementary teachers shall be notified of the grade level they will teach by July 1. If there are any subsequent emergency changes to the master schedule, the teacher(s) affected shall be notified as soon as such changes are made.

5. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age or disability.
6. The Superintendent shall recommend and the Board shall appoint only persons who shall be properly eligible and/or certified holding a Bachelor or Higher Degree by September 1 of the school year for which the appointment is to be made when such persons are active candidates available for appointment.
7. Any teacher with four (4) or more class preparations in different subjects or subject levels, whenever practicable, shall not have study hall duties.
8. It is understood that progressive disciplinary measures may be taken by the Administration toward any faculty member who chronically abuses the arrival and departure times in the contract.
9. **Cafeteria Study Hall Rotation (Middle/High School)**
  - a. The entire faculty will be rotated into any cafeteria study hall duty, with the exception of the high school librarian, the guidance counselors, school psychologists, social workers, nurses and the part-time faculty. No faculty member will serve a second term until every other faculty member has served at least one term. For the assignment of cafeteria study hall duty only, teachers with four preparations will also be included.
  - b. Teachers who volunteer to teach six classes are eligible to serve  $\frac{1}{2}$  period of cafeteria study hall duty where practicable by scheduling. This only satisfies  $\frac{1}{2}$  of their obligation.
  - c. No teacher will serve more than one full period of cafeteria study hall duty in one school year.
  - d. There will be no volunteerism. Everyone must serve his/her own turn.
  - e. Cafeteria study halls will only be scheduled if no classroom space is available during that period.
  - f. Teachers will be assigned cafeteria study hall duty based on a sliding scale of enrollment, as follows:
    - 1 to 30 students: One teacher will be assigned.
    - 31 to 60 students: Two teachers will be assigned.
    - 61 to 90 students: Three teachers will be assigned.

- g. Middle school teachers will be assigned this duty only with their own grade-level students and according to the middle school schedule.
  - h. In the event the District partitions a portion of the cafeteria with a portable partition, that portion will be considered a classroom and treated as such.
  - i. A joint committee made up of the Teachers' Association and the Administration will set up to monitor the above agreement, whenever a situation occurs requiring the assignment of a study hall to the cafeteria.
10. The District shall provide a stipend of four thousand dollars (\$4,000) for any teacher who volunteers for a sixth teaching assignment, of a class of his or her choosing, at the secondary level and is approved by the District. Department chairs who have four teaching assignments and one period for department chair duties, shall be eligible for the stipend for volunteering for a fifth teaching assignment. In order to be considered by the District for a sixth teaching assignment, a teacher shall present the topic of such class for a sixth teaching assignment to the Administration for consideration. The District reserves the right to approve or deny the teacher's request. Such stipend shall be pro-rated for less than full year assignments.
11. The District shall establish an annual stipend of \$952 for an elementary teacher who is appointed as a Professional Learning Community Leader.

**ARTICLE VI**  
**TEACHER WORK LOAD AND WORK YEAR**

- 1. The Administration will make every effort to avoid assigning a teacher an excessive pupil load. Teachers may form a committee or committees to determine class size limits. Such committees shall include teachers from the affected areas; Department Chairs, Curriculum Coordinators and Building Principals. Recommendations of the committees shall be sent to the Board which shall be subject to Board ratification. In the case of Art, Technology and Laboratory courses, student safety shall be of primary importance in determining class size. Committees may be formed by Department Chairs, or if none, the teachers affected.
- 2. No secondary school teacher shall be asked to teach in more than two subject areas unless extenuating circumstances exist.

3. a. The school day for teachers shall be seven hours and twenty-five minutes (8:00 a.m. to 3:25 p.m., with thirty (30) minutes leeway with notice to the Association), unless other arrangements have been made between an individual faculty member and the administration. Student arrival shall be 8:10 a.m. with thirty (30) minutes leeway. The period of time either preceding student arrival or following the first general student dismissal shall be spent in conducting professional duties, which may consist of, but are not limited to, the following:
    - 1 - offering students remedial or enrichment instruction. a minimum of two days, on average, per week.
    - 2 - attending grade level, subject area, parental, faculty, or other meetings as scheduled by the Administration, Department Chairs or Curriculum Coordinators.
    - 3 - daily/long term lesson planning, test, quiz, project & homework evaluation, video/film/book preview & evaluation, grade calculations, report cards & interim letters marking, photocopying, requisitions, letters-of-recommendation, telephone calls to parents, vendors, etc., student discipline follow-up, lab/room tidy up/setup, supply, material and book inventories, professional reading, Internet research, district-wide committee work, professional skill upgrading, in-service activities, and curriculum alignment within grade level and/or subject area.
    - 4 - advising class, club or other student activities (excluding inter-scholastic sports.)

Faculty members shall supply a dated, written record of those students to whom remedial or enrichment instruction has been offered upon written request by the administration.
  - b. Where illness or other commitments require a teacher's absence during part of the school day, approval or permission of the administration will be obtained to leave earlier or arrive later than scheduled.
  - c. Faculty members will be excused for professional obligations when it can be arranged with the Building Principal.
4. There shall be no elimination of faculty positions without advance notice and consultation with teachers and the Association.

5. During the hours of 8:10 a.m. and 2:55 p.m., with thirty (30) minutes leeway, each Elementary teacher will be assigned not less than two hundred (200) minutes of planning time per week (exclusive of lunch period) with no less than forty (40) minutes on any given day unless voluntarily altered.
6. With the exception of when a class is involved in a computer lab period, Elementary School teachers will be free from classroom duties whenever a special area teacher assumes responsibility for the class.
7. The workload of each teacher in grades 6 through 12 under the 8 ½ period schedule (8:10 a.m. to 2:55 p.m. with thirty (30) minutes leeway) shall include:
  - a. Homeroom responsibility or corridor supervision.
  - b. Teach five classes.
  - c. Study Hall or equivalent duty time up to a maximum of one and one-half (1 ½) supervisor periods, or a sixth class if the teacher agrees, with a maximum of one-half supervisor periods.
  - d. A free period. Free periods will be contiguous, if possible and not divided more than once.
  - e. Duty time can be split. Ex. one-half period study hall and one-half period of hall duty.
  - f. No teacher will be assigned cafeteria duty.

or

The workload of each teacher in the grades 6-12 under the 7 ½ period schedule, hours (8:10 a.m. to 2:50 p.m. with thirty (30) minutes leeway) shall include:

- a. Homeroom responsibility or corridor supervision.
- b. Teach five classes.
- c. Study hall or equivalent duty time or a 6<sup>th</sup> class if teacher agrees.
- d. A free period. Free periods will be continuous, if possible and not be divided more than once.

- e. Duty time can be split. Ex: ½ period study hall, and ½ period of hall study.
  - g. A voluntary sixth teaching assignment, as set forth in Article V(10).
8. The work year for ten-month employees shall be no more than 182 days and no less than 180 days. A school calendar shall continue to be developed with more days scheduled in anticipation of school closing, thereby resulting in reducing the actual work year. Adjustments made necessary by school closings that are too few or too many (i.e. choosing days to close or remain open) shall be made by the Superintendent in consultation with the Association President.
  9. A Committee comprised of representatives of the Association and the Administration shall be set up to examine the impact of the implementation of Distance Learning on the teaching staff.
  10. The professional duties outlined in Article VI 3.a. shall be in addition to these assignments but are not considered to be an additional class assignment.
  11. When a vacancy occurs for a teaching position that will be for one year or longer, this fact will be made public. Any teacher who wishes to be considered for a change in position should notify the Superintendent as soon as possible, and within 5 school days of the public notice. If a teacher wishes to be notified of any vacancy that may occur in the summer, the teacher will leave a self-addressed envelope with the Superintendent.
  12. Guidance counselors shall work the same calendar and work day as the regular teacher. In addition guidance counselors shall work 5 days immediately preceding the start of school and 5 days immediately following the last day of school and 5 floating days. The 5 floating days will be based on workload and availability of the guidance counselors. They shall be compensated at 1/200 of their total salary for each of these additional days.



**ARTICLE VII**  
**TEACHER FACILITIES**

1. A faculty room shall be provided for each building. Said faculty should include a work area suitable for teacher duties, correcting papers, constructing and printing tests.

One computer and printer, a test scoring machine, and a refrigerator should be furnished in each faculty room. The room should be adequately heated, sufficiently ventilated and have ample lighting. Provision should be made for keeping the room reasonably clean and neat. Bookcases shall be provided for display of professional journals and books.

**ARTICLE VIII**  
**FACULTY SALARY SCHEDULE**

1 A.

	B.A.	B.A.	B.A.	B.A.	B.A.
Step	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1	\$38,734	\$39,121	\$39,512	\$40,006	\$40,506
2	40,588	40,944	41,404	41,922	42,446
3	42,442	42,867	43,295	43,836	44,384
4	44,296	44,740	45,187	45,752	46,324
5	46,151	46,612	47,079	47,667	48,263
6	48,005	48,485	48,970	49,582	50,202
7	49,416	49,911	50,410	51,040	51,678
8	49,768	50,266	50,769	51,404	52,046
9	50,120	50,622	51,128	51,767	52,414
10	50,472	50,977	51,487	52,131	52,782
11	50,824	51,333	51,846	52,494	53,150
12	52,685	53,211	53,744	54,416	55,096
13	54,944	55,293	56,048	56,749	57,458
14	57,203	57,775	58,353	59,082	59,821
15	59,463	60,057	60,658	61,416	62,184
16	61,722	62,339	62,963	63,750	64,547
17	63,979	64,619	65,265	66,081	66,108
18	63,979	64,619	65,265	66,081	66,800
19	63,979	64,619	65,265	66,081	67,400
20	63,979	64,619	65,265	66,081	67,893
21	65,394	66,048	66,709	67,543	68,387
22	68,252	68,934	69,624	70,494	71,375
23	69,693	70,390	71,094	71,983	72,882
24	71,136	71,848	72,566	73,473	74,391
25	74,457	75,202	75,954	76,903	77,865
26	77,778	78,556	79,341	80,333	81,337
27	81,099	81,910	82,729	83,763	84,810
28	84,334	85,090	85,852	86,725	87,608
29	87,569	88,270	88,976	89,688	90,405

B. During the 2014-2015 school year, employees who were on Steps 1-6 during the 2013-2014 school year shall advance one step. Employees who were on Steps 7-29 during the 2013-2014 school year shall remain on the same step. Employees who were on Step 30 during the 2013-2014 school year shall be placed on Step 29.

Effective for the 2015-2016 school year and continuing thereafter, employees shall advance on step every school year on the salary schedule.

- C. As consideration of there being no settled agreement from July 1, 2009 until April 2014, the District shall provide a lump sum pool of \$180,000 which shall be divided among active and retired members who worked during the time period of June 1, 2009 through June 30, 2014 on a pro-rated basis. This payment has been determined to be \$480.58 for each school year worked between June 1, 2009 and June 30, 2014 per teacher, and shall be paid on or before June 30, 2014. A pro-rated amount of \$ 480.58 for each school year worked shall also be paid to teachers who retired between June 1, 2009 and June 30, 2014.
- D. Teachers shall receive their paychecks every other Friday and the last day of school in June.

2. **Credit Hours**

Graduate credit hours will be paid at the rate of \$66 an hour.

A maximum of eighty-one (81) credit hours will be eligible for payment, in amounts divisible by three (3).

3. **Masters Degrees**

Teachers holding a Masters Degree will be paid \$952.00 on an annual basis.

4. **Doctoral Degrees**

Teachers holding a Doctoral Degree will be paid \$952.00 on an annual basis.

- 5. Effective July 1, 2002, teachers earning National Teacher Certification or Certificate of Clinical Competency will be paid at a rate equal to the Masters Degree amount per annum for as long as the teacher maintains that certification.

- 6. The Board, in hiring teachers new to the district may give credit for teaching experience elsewhere plus one (1) year for military service. Effective July 1, 2005, the Board, in hiring teachers new to the district may give "one-for-one" credit for teaching experience elsewhere and for military service, and "one-for-two" credit for private sector professional employment.

- 7. Each nurse's base salary will be 75% of the step of the teacher's salary schedule which equals such nurse's number of years with the District.

Payment for graduate hours and advanced degrees will be the same 75% ratio.

8. A licensed practical nurse's (LPN) base salary will be 50% of the step of the teacher's salary schedule which equals such nurse's number of years with the District. Payment for graduate hours and advanced degrees will be the same 50% ratio.

## **ARTICLE IX**

### **INSURANCE BENEFITS**

1. Effective July 1, 2014, or as soon thereafter as may be implemented by the District, the Empire PPO health insurance plan shall be the "base plan" provided to members. Any member enrolling in a more expensive plan than the base plan is responsible for 100% of the difference in premium between the base and more expensive plan in addition to the stated contribution towards the base plan. If a member selects a plan which is less expensive than the base plan, they shall continue to pay the required contribution towards premium. It is also understood that this "base plan" provision shall also apply to any members of the bargaining unit who retire on or after July 1, 2014. Employees retiring pursuant to the Limited Retirement Incentive article of this contract shall be excluded from this provision.
2. The District shall participate in the Empire PPO, Empire Matrix I Health Insurance Plan, CDPHP, and MVP health insurance plans for both active and retired members. The Board may offer additional insurance plans consistent with this article to all unit members. Participation in these alternative insurance plans is up to the unit member. Unit members may not change plans more than once per calendar year.
3. Effective July 1, 2014 all percentage contributions designated for employees shall be true percentage contributions and not "nested" as such has been applied in the past. In other words, if the employee contribution towards a dependent insurance (health, dental, prescription or otherwise) is stated at 15%, then the employee will pay 15% of the total dependent annual premium and not simply a percentage of the difference between the individual and dependent premium.
4. Health insurance plan contributions by members towards the base plan shall be as follows:
  - i. For individual health plans, 7% effective July 1, 2014, 9% effective July 1, 2015, 11% effective July 1, 2016, and 13% effective July 1, 2017.

- ii. For dependent health plans (two person or family), 12% effective July 1, 2014, 13% effective July 1, 2015, 14% effective July 1, 2016, 15% effective July 1, 2017, and 17% effective July 1, 2018.
- iii. Any member hired on or after July 1, 2014 will immediately contribute 13% towards an individual plan and 17% towards a dependent plan. This shall be for both health and prescription insurance plans. In addition, any member hired on or after July 1, 2014 shall contribute towards retiree health insurance the same percentage as they were paying as an active employee upon the effective date of retirement.
- iv. For members employed as of June 30, 2014, the contribution towards prescription insurance shall continue at 5% for individual coverage and 11% for dependent coverage (both being true percentages).
- v. For retiree health insurance for current members (i.e. those employed as of June 30, 2014), the contribution shall be as follows as determined by the year in which they retire:
  - i. For individual coverage, 1.5% effective July 1, 2014, 2.5% effective July 1, 2015, 4% effective July 1, 2015, 5% effective July 1, 2016, and 6.5% effective July 1, 2018.
  - ii. For dependent coverage, 11.6% effective July 1, 2014, 12.2% effective July 1, 2015, 12.8% effective July 1, 2016, 13.4% effective July 1, 2017, and 14% effective July 1, 2018.
- vi. Effective July 1, 2014, the co-pays for drug prescriptions shall be \$5/\$20/\$35 with a two co-pay requirement for a 90 day supply of prescriptions by mail order.
- vii. The parties will execute a side MOA that provides access to CANARx within 30 days of date of signature of this Agreement. Such access shall be on a voluntary basis for members. Members may use or revert to the contractual prescription plan at any time, and the District shall have the right to discontinue offering CANARx at any time.
- viii. The District or Association shall have the right to reopen the collective bargaining agreement on the issue of health, prescription, and/or dental insurances prior to the end of the agreement. Such right may not be exercised until July 1, 2016 at the earliest and shall be for the purpose of discussing changes to health and other insurances that may be beneficial to the parties.

- ix. Effective July 1, 2014, any member must have been employed by the District for at least ten (10) continuous years immediately prior to retirement in accordance with the New York State Retirement Systems in order to qualify for health and other insurances in retirement.
  - x. Effective July 1, 2014, the District shall offer a health insurance waiver buy-out option for any member who is eligible for health and prescription insurance and elects not to take such coverage. The payment shall be an annual sum of \$3,000 (pro-rated for any partial year) which shall be paid one-half on or before December 31<sup>st</sup> and one-half on or before June 30<sup>th</sup>. The member shall be required to provide proof of coverage under another health insurance plan and submit a letter declaring the intention to take the buyout by June 30 of the prior school year, or upon a qualifying event as recognized by the District's insurance carrier. In order to participate in the health insurance waiver buy-out for the 2014-2015 school year, a member shall be required to provide proof of coverage under another health insurance plan and submit a letter declaring the intention to take the buyout by July 15, 2014, or upon a qualifying event as recognized by the District's insurance carrier. A member who opts out of coverage and experiences a loss of other coverage may re-enter District coverage during the year for qualifying events recognized by the District's insurance carrier.
  - xi. Effective July 1, 2014, employees married to other employees of the District may not receive double health and prescription coverage (e.g. two family plans). Married employees shall be eligible for one family plan, one 2 person plan, or two individual plans. Married employees taking one family or one 2 person plan shall also be eligible for the health insurance buy-out set forth above (e.g. one family plan plus one buy-out for the other employee).
5. The Board shall provide Basic Dental Insurance Plan with riders A, B, C, and D and shall contribute 100% of the individual premium and 75% of the family premium.
6. The BKWTA agrees to continue its active participation on the District's health insurance committee. Any subsequent changes to health insurance offerings shall be subject to ratification by the Board of Education, Berne-Knox-Westerlo Central School District, and the membership of the Berne-Knox-Westerlo Teachers Association. Employees who are members of other unions or whom are not represented may be part of such committee.

7. The parties shall continue its participation on the Prescription Drug Plan Advisory Board to oversee the administration of the self-administered prescription drug plan. The Teachers Association shall continue to designate two members to this Board. The parties agree that the premium is to be set by the District, and any excess contributions shall accrue to both the District and the Plan members pro rata. The Advisory Board shall determine the best method of distributing such excess contributions. The parties agree that such Board is **not** empowered to substitute its judgment for that of a prescribing physician.
8. A Section 125 IRC plan that is mutually agreed upon will be continued.

**ARTICLE X**  
**PERSONAL AND SICK LEAVE**

1. a. Annual sick leave shall be granted to each teacher at the rate of fifteen (15) days per annum, three (3) days of which may be used as personal business upon notification to the administration each year. Accumulation of sick leave shall be limited to 215 days. For any illness which extends beyond ten (10) consecutive days, a physician's certificate may be required by the administration.
- b. Personal business days may be used for personal business that must take place when school is in session.
- c. If a personal day needs to be taken to extend a vacation period before or after a holiday period/holiday, one (1) day of three (3) will be allowed, subject to the following restrictions:

In such case, the one (1) day allowed shall be counted as a personal day but shall be without any pay, During the given holiday period/holiday (e.g. before or after winter recess) no more than four (4) members may be eligible for this exception. (There will be an effort to make this equitable between buildings).

These days will be granted on a seniority basis first, and thereafter based on past usage.
- d. The administration reserves the right to grant personal days without penalty before or after a holiday period/holiday for legitimate purposes.

2. Three (3) days shall be granted to each teacher in the case of death in the teacher's immediate family, and the teacher shall be entitled to utilize any unused personal business days remaining in addition in the case of such death. In the event that a teacher has no personal business days, he/she shall be entitled to use up to two sick leave days in the case of such a death. Immediate family shall mean employee's spouse, parents, step parents, brothers, sisters, children, spouse's parents, grandparents, stepchildren, nieces, nephews, uncles and aunts.
3. Serious illness in the immediate family shall be grounds for using sick leave time, but a physician's certificate may be required by the Administration.
4. Every teacher may have a physical examination, at District expense, every other year, not to exceed \$20.00.
5. A visit to the doctor or dentist shall not be automatically deducted from personal leave; rather it shall be at the teacher's option to take the medical leave as a sick day(s) or as a personal day(s), for which a doctor's certificate of receipt is required.
6. **Extended Leave of Absence**
  - a. Any tenured teacher who joins the Peace Corps, VISTA, or National Teachers Corps may apply for a leave of absence without pay for up to two (2) years with Board approval. Any tenured teacher who is a full-time participant in the Exchange Teacher Program may apply for a leave of absence, without pay, of up to one (1) year: Application for said leave must be made before March 1<sup>st</sup>. Upon return from said leave, a teacher will be considered as if he were actively employed during the leave and will be placed on the Salary Schedule at the level he would have achieved. Any tenured teacher may apply for a leave of absence, without pay, of one (1) year for purpose of academic advancement where said teacher is a full-time participating student. Applications for an academic leave, should be made on or before April 1<sup>st</sup>. Upon return from an academic leave, a teacher will be placed on the next step of the Salary Schedule. The Board's approval of such applications shall not be reasonably withheld.
  - b. The granting of leaves under Paragraph 1 above, is contingent upon the Board's being able to hire a qualified temporary replacement in the same area. No sick time will accumulate while on leave.



- c. Teachers shall be granted unpaid Child Rearing Leave upon written application to the Superintendent. Child rearing leave is unpaid and follows the end of any disability leave associated with the birth of a child. A physician's certificate may be required to verify disability claims. Notification must be made at least five (5) months before the expected birth of the child, or upon mutual agreement between the parties. Such leave will begin at a date mutually agreed upon by the Board of Education attesting to the number of days the teacher will continue in service. The leave of absence shall not exceed two years, and return to duty must coincide with a date mutually agreed upon by the teacher and Superintendent. Applications for extensions of child care leave must be filed at least three (3) months before the expiration of such leave. Child Rearing Leave shall constitute an interruption of the probationary period and not in lieu of service in meeting the requirements for serving a probationary period. A teacher will not accumulate additional leave days during Child Rearing Leave. The Board's approval of child care leave, or extension thereof, shall not be unreasonably withheld. Child Rearing Leaves of up to 12 weeks fall within the scope of the Federal Family Medical Leave Act. Unit members are advised to review the Family Medical Leave Act for leaves of 12 weeks, or less.
- d. Any teacher whose personal illness extends beyond the period of accumulated sick leave may apply to the Board for a leave of absence.
- e. All requests for leaves or extensions or renewals of leaves will be applied for and granted in writing.
- f. A teacher on a leave of absence for a year or more shall notify the Superintendent of his/her intention to return to service by January 15 of the year of the expiration date of such leave. If the Superintendent has not received a notice by February 1, it shall be assumed to constitute a resignation.

7. **Professional Grants**

Professional grants shall be given to teachers pursuant to the following conditions:

- a. Such grants shall be given only to permanently certified, tenured teachers. A teacher may reapply after five (5) years has elapsed from the last grant approval.

- b. A committee made up of the Superintendent, Assistant Superintendent the High School Principal and the Elementary School Principal, representing the District, and one elementary and one secondary teacher, selected by the Association, shall, by June 15<sup>th</sup>, prioritize all grant applications for summer/fall which must be received between May 1<sup>st</sup> and June 1<sup>st</sup>. The committee shall, by January 15<sup>th</sup> prioritize all grant applications for spring, which must be received between December 1<sup>st</sup> and January 1<sup>st</sup>. Final determination is made by the Board of Education.

Such grants shall be approved by the Board of Education to teachers for academic improvement or for other purposes that the Board may determine benefits the District, its educational program and staff.

- c. The Board shall approve three (3) credit-hour grants per person, or six (6) credit hour grants per person, to a maximum of thirty (30) credit hours per year if requests are submitted as per Paragraph b above.
- d. Compensation will be paid at the rate of five hundred dollars (\$500.00) per three hours of approved graduate credit or equivalent per person or one thousand dollars (\$1,000.00) per six (6) hours of approved graduate credit or equivalent per person to an aggregate yearly maximum of five thousand (\$5,000.00) dollars.
- e. The compensation shall be a one-time, non-accumulative payment. Compensation will be made within three (3) weeks following approval by the Board of Education.
- f. Compensation will be paid on the assumption that the course or courses will be successfully completed. If the course or courses are not successfully completed, the employee must reimburse the District for the monies received.
- g. A professional employee accepting a professional grant shall return to the school system for at least one (1) year after the grant or reimburse the Board of Education within one (1) year for monies received from the District for the grant. This is provided that failure to return is not due to unavoidable circumstances such as serious illness. Professional employees accepting a professional grant shall sign a statement before the grant becomes effective indicating that the reimbursement will be made in accordance with the Agreement as provided herein if the obligation is not fulfilled.

8. **Association Leave**

The Administration shall grant the necessary time off with no deduction of pay or leave to the Berne-Knox-Westerlo Teachers' Association of five (5) days aggregate in no less than ½ day increments. If the time is used for the NYSUT Assembly and exceeds five (5) days, the teachers or the Association shall be responsible for the payment of substitute teachers' salaries for the additional days. However, no more than two substitute days shall be allowed. Written notice will be provided to the building principal one day prior to the use of such days.

The Association President shall be granted one middle/high school class period, every other day, free from assigned duties. If the Association President is an elementary classroom teacher, that teacher will be granted an equivalent length of time free from assigned duties. All other duties are to be the same as far as other teachers with no reduction in pay.

9. **Jury Leave**

The Administration shall grant the necessary time off with no deduction of pay or leave when required to appear for Jury Duty.

**ARTICLE XI**  
**LIMITED RETIREMENT INCENTIVE**

1. Notwithstanding any of the provisions set forth in this agreement as to effective dates of benefits, the following limited retirement incentive shall be offered and all of its terms shall sunset as of June 30, 2016:
  - a. Any member who submits an irrevocable letter of resignation for the purpose of retirement to the Superintendent of Schools no later than April 25, 2014 with an effective date of June 30, 2014 or who submits a letter with an effective date of June 30, 2015 no later than June 15, 2014, shall be eligible to retire with health insurance benefits, prescription drug benefits, and dental benefits as set forth in the 2002-2007 Agreement, and shall be unaffected by any and all changes to retiree coverage in the 2009-2019 Agreement. This shall include prescription drug co-pays and the percentage of the health insurance premium that the member is responsible for. In addition, if otherwise eligible, they shall also be entitled to participate in the increased sick leave cap of 125 days for payment upon retirement as set forth in Article XXXIII (3)(B).

b. In addition, the severance 403(b) payment set forth in Article XXXIII (3)(A) shall be increased to \$15,000 only until June 30, 2016 at which time the additional \$5,000 increase shall cease/sunset and the sum shall revert to the existing \$10,000. In order to be eligible for this enhanced severance payment and to retire effective June 30, 2014, a member must submit their irrevocable letter of resignation for the purpose of retirement no later than April 25, 2014. In order to be eligible for this enhanced severance payment and to retire effective June 30, 2015, the member must submit their irrevocable letter of resignation for the purpose of retirement no later than June 15, 2014. In order to be eligible for this enhanced severance payment and to retire effective June 30, 2016, the member must submit their irrevocable letter of resignation for the purpose of retirement no later than March 1, 2016. The enhanced severance payment incentive is open to any member who is eligible to retire this year (i.e. June 30, 2014). For 2015 and 2016, it shall only be available to those members who are first eligible to retire in that specific year. "First eligible to retire" shall mean the first year in which a member may retire with 30 years of retirement system service and is at least 55 years of age. Failure to retire in the first year of eligibility shall mean that the member may not claim this enhanced severance benefit. For example, if a member is first eligible to retire at the end of the 2014-2015 school year and fails to retire, they are not eligible if they retire in the 2015-2016 school year. However, a member shall still be entitled to the existing \$10,000 benefit.

## **ARTICLE XII**

### **SUBSTITUTE TEACHERS**

1. A classroom teacher shall not have the responsibility for obtaining his/her own substitute teacher. In case of the inability of the Administration to obtain a substitute, faculty members will be asked to share the responsibility of supervision of classes.
2. Teachers shall report their unavailability for work before 7:00 a.m. of the day they will be absent, or preferably the night before.
3. In the event of the absence of an elementary art, music, health, physical education or other special area teacher, a substitute will be obtained, if possible.
4. It is suggested that in the event of the absence of a teacher aide, a substitute teacher aide will be obtained, if possible.

5. A teacher who agrees to cover a classroom for an absent teacher by the administration shall be paid the sum of \$27 for each class covered, when requested by the administration. Coverage of a class by a teacher shall be voluntary unless in case of emergency. If the teacher has volunteered to cover a particular class on a particular day, he or she must then accept the assignment from an administrator. The building administrator or Superintendent shall determine such coverage. The District may continue to use substitutes, part-time teachers, and other employees to provide such coverage before a teacher is assigned.

**ARTICLE XIII**  
**TEACHER-ADMINISTRATION LIAISON**

1. A "Committee on Professional Practices, Responsibilities and Rights" (hereinafter referred to as "P & R Committee"), consisting of the Superintendent and two persons appointed by him, and not more than five teachers appointed by the Association shall meet periodically and discuss policy, professional practices, curriculum design and implementation, scheduling, budget and matters pertinent in regard to the operation of the school. A written agenda will be developed, if possible, five (5) days prior to District-wide P & R Committee meetings.
2. The P & R Committee shall meet with the Board during May and November of the school year to review and discuss current school polices and practices. Such meetings may be canceled or additional meetings may be called by mutual consent.
3. All Middle School Teachers shall meet with representatives of the Administration and guidance department at the end of each academic year to discuss and jointly determine the assignment of Middle School students to appropriate groups for the following school year and the promotion of Middle School students. In questionable cases, it shall be the responsibility of the Middle School Administrator to make the final decision with regard to promotion and/or grouping. These teachers shall again meet with the Administration and guidance department at the end of the first quarter of each year (school year) to jointly review all conditional promotions.
4. Upon construction of new buildings or additions to existing facilities, all departments and grade levels concerned will be consulted during the planning stages.

**ARTICLE XIV**  
**EXTRA-CURRICULAR DUTIES**

1. The hours of supervision are to be one half hour before the scheduled start of the event, except in the case of basketball games, which are to be 45 minutes. Faculty supervisors are to remain on duty at the close of the event until the building is clear. In the event any student is not picked up at a reasonable time after events, the teacher is to notify the Administration and said pupil is to be reprimanded with the possibility of suspension of attendance to night activities.
2. Payment for evening supervision is to be made on the first pay period of each month.
3. a. Co-Curricular Clubs and Activities

**CLUBS**

Musical/Drama (1 production)	\$2,527
Drama/Director (2 productions)	\$2,334
Freshman Class (1 Adv)	\$832
Freshman Class (2 Adv)	\$1,262
Sophomore Class (1 Adv)	\$832
Sophomore Class (2 Adv)	\$1,262
Junior Class (1 Adv)	\$1,262
Junior Class (2 Adv)	\$1,680
Senior Class (1Adv)	\$2,527
Senior Class (2 Adv)	\$2,942
HS Honor Society (1 Adv)	\$1,081
HS Honor Society (2 Adv)	\$1,621
Jr. Honor Society (1 Adv)	\$811
Jr. Honor Society (2 Adv)	\$1,081
HS Newspaper (Per Issue)	\$432
Literary Magazine (1 Adv)	\$832
Literary Magazine (2 Adv)	\$1,262
SADD (1 Adv)	\$1,081
SADD (2 Adv)	\$1,621
Ski (1 Adv)	\$675
Ski (2 Adv)	\$947
HS Student Senate (1)	\$1,081
HS Student Senate (2)	\$1,621
MS Student Senate (1)	\$832
MS Student Senate (2)	\$1,262
Elementary Student Senate (1)	\$832
Elementary Student Senate (2)	\$1,262
Natural Helpers (1 Adv)	\$896
Natural Helpers (2 Adv)	\$1,121
Mock Trial (1)	\$732
Mock Trial (2)	\$1,262
Masterminds (1)	\$1,680
Masterminds (2)	\$2,110

Video Club (1 Adv)	\$1,081
Video Club (2 Adv)	\$1,621
HS Yearbook (1 Adv)	\$2,942
HS Yearbook (2 Adv)	\$3,377
Elem Yearbook (1 Adv)	\$1,680
Elem Yearbook (2 Adv)	\$2,110
Key Club (1 Adv)	\$1,081
Key Club (2 Adv)	\$1,621
Builders Club (1 Adv)	\$1,081
Builders Club (2 Adv)	\$1,621
Color Guard & Major (1 adv.)	\$832
Color Guard & Major (2 adv.)	\$1,262
March Band (1 Adv)	\$1,680
March Band (2 Adv)	\$2,110
Music Ensemble (1 Adv)	\$832
Music Ensemble (2 Adv)	\$1,262
(Max. of 4 – subject to Superintendent's approval	
Concert Band (1 Adv)	\$832
Concert Band (2 Adv)	\$1,262

## COACHES

### SPORT

Soccer Varsity Girls	\$3,455
Soccer Varsity Boys	\$3,455
Soccer JV Girls	\$2,698
Soccer JV Boys	\$2,698
Soccer Modified Boys	\$1,776
Soccer Modified Girls	\$1,776
X Country Head Coach	\$3,455
X Country Assistant	\$1,727
Modified X Country	\$1,776
Volleyball Varsity	\$3,455
Volleyball JV	\$2,698
Modified Volleyball	\$1,776
Basketball Varsity Boys	\$4,323
Basketball Varsity Girls	\$4,323
Basketball JV Boys	\$3,246
Basketball JV Girls	\$3,246
Basketball (9 <sup>th</sup> Grade)	\$1,614
Basketball – Modified Boys (7 <sup>th</sup> )	\$1,294
Basketball – Modified Boys (8 <sup>th</sup> )	\$1,294
Basketball – Modified Girls (7 <sup>th</sup> )	\$1,294
Basketball – Modified Girls (8 <sup>th</sup> )	\$1,294
Cheerleading Varsity	\$3,455
Cheerleading JV	\$2,698
Track Girls	\$3,455
Track Boys	\$3,455
Asst. Track Coach	\$1,727
Modified Track - Boys	\$1,294
Modified Track – Girls	\$1,294
Baseball Varsity	\$3,455

Baseball Junior Varsity	\$2,698
Modified Baseball	\$1,776
Softball Varsity	\$3,455
Softball Junior Varsity	\$2,698
Modified Softball	\$1,776
Golf	\$3,455
Golf Assistant	\$1,727
Bowling – Head Coach	\$3,455
Bowling – Assistant	\$3,455
Var./JV/Modified	
Wrestling-Varsity	\$3,455
Wrestling – JV	\$2,698
Wrestling – Modified	\$1,776

- b. Chaperones for the following co-curricular events will be paid at \$16.00 per hour:

Concerts  
 Plays/Evening Sports  
 School Dances  
 Roller Skating  
 Away Basketball Games

4. Assignments to evening supervision of extra-curricular events will be made first on a voluntary basis. If this is not successful, assignment will then be made on an equitable basis. Substitution is allowable.
5. Extra-curricular sponsorship assignments shall be first attempted on a voluntary basis. If this is not successful, assignments will then be made on a basis of seniority, preference, suitability and administrative practicality.
6. Nothing contained herein shall limit the Administrator's right to curtail, eliminate or add any extra-curricular activity. With respect to additions, approval and compensation will be determined by the Superintendent and the Board of Education. Seniority shall be defined in 5 above, as being based on the total number of years in the District, and extending from the date of Board appointment to the position.

**ARTICLE XV**  
**COMMUNICATION**

1. All teachers shall be advised in writing in regard to changes in Board Policy.
2. The minutes of all Board Meetings shall be available to the Secretary of the Association no later than five school days following their approval.



3. The "Faculty Handbook" shall be updated annually, and copies furnished to all faculty members.

## ARTICLE XVI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. In-service training curriculum courses are to be selected by a joint Administration-Faculty Committee.
2. Any teacher requested by the Superintendent of Schools to work in excess of their normal work year, shall be compensated at a rate of .0048 of B.A. Step 1 of the Teachers' Pay scale for each day's work performed.

A day shall be defined as beginning at 8:00 a.m. and ending at 3:25 p.m., with ½ hour for lunch, or a time frame equivalent to this, as agreed upon by the Teacher and Superintendent.

That type of work that may be performed may consist of some of all of the following:

- a. Develop or coordinate curriculum;
  - b. Research and draft proposals for educational grants;
  - c. Become involved in professional development in an accredited institution;
  - d. Develop units of study, teaching packets or other educational projects.
3. In-service Program
    - a. Since our mutual goal is to encourage staff to maintain professional standing and to keep current in their field, we propose a committee, composed of District representatives and members of the bargaining unit, to explore the best in-service education practices. The committee will make recommendations to the Superintendent concerning:
      1. The kinds of experiences that qualify as in-service education.
      2. The procedures for application and administration of the program.

- b. Effective July 1, 2004, teachers may earn a stipend of \$275.00 per year for 18 in-service hours of credit, or \$550 per year for 36 in-service hours of credit. In-service hours are equivalent to clock hours. The payment of the stipend will be a one time only payment and no credits will accrue from year to year. Payment will be made only upon the completion of the entire 18/36 in-service hours.
- c. The in-service education program and courses are subject to prior approval by the Superintendent of Schools.
- d. Teacher participation will be voluntary.
- e. The School District may provide in-service courses and give in-service credit for outside of school courses that have the prior approval of the Superintendent of Schools.

**ARTICLE XVII**  
**AIDES AND SECRETARIAL ASSISTANCE**

- 1. It is suggested that an annual review be conducted for the hiring of teacher aides to provide assistance to teachers in areas such as audio-visual, lunchroom supervision and clerical duties.
- 2. Whenever possible, aides to elementary teachers shall score standardized tests if such teachers so desire and staffing permits.

**ARTICLE XVIII**  
**EVALUATION**

- 1. Tenured teachers shall be evaluated according to the agreed upon Annual Professional Performance Review, which has been separately negotiated by the parties in accordance with Education Law 3012-c and its implementing regulations.
- 2. Probationary teachers shall be evaluated according to the agreed upon Annual Professional Performance Review.
- 3. Continuation in employment of a probationary teacher shall be based, in part, upon satisfactory performance within the scope of his or her employment. Probationary teachers shall not have the right to arbitration involving the matter of Discipline and Discharge.

4. All modifications to the Annual Professional Performance Review shall be mutually agreed to in writing by the District and the Association.
5. For those members of the Association not covered by Education Law Section 3012-c and its implementing regulations, the District shall use a Professional Portfolio as described below for the purposes of evaluation.

A Professional Portfolio is defined as a collection of information about an Association member's practice. It is the belief that the use of a portfolio as a professional development tool offers an authentic view of an employee's professional practice over time. Any Association member that does not fall under Education Law §3012-c will develop a professional portfolio for his/her professional development. The professional portfolio will consist of one (1) required professional development activity or learning module or program evaluation. In addition to the required element, the Association member will choose a minimum of five (5) additional elements agreed upon with the building principal. All six (6) elements must be approved by the building principal on or before November 2<sup>nd</sup> of each school year. Prior to May 1<sup>st</sup>, the professional portfolio must be submitted for review by the building principal. After the portfolio submission, a meeting will take place with the Association member and the administrator to reflect upon the portfolio choices.

In addition to the portfolio, observations performed by supervising administrators may also contribute to any final evaluation. Details regarding observations, such as the frequency and whether they are announced or unannounced, shall be negotiated between the parties.

#### **ARTICLE XIX** **DUES DEDUCTION**

1. The Board of Education of the Berne-Knox-Westerlo School District agrees to deduct from salaries of its employees, dues for the Berne-Knox-Westerlo Teachers Association, and to transmit the monies as soon as possible to the Berne-Knox-Westerlo Teachers Association.
2. The Berne-Knox-Westerlo Teachers Association named in Section 1 above shall certify to the Board in writing by the end of the second week of school the current rate of the membership dues.
3. The total annual membership dues for the Association shall be deducted in equal installments beginning with the first pay period in October. No later than September 30<sup>th</sup>, the Association shall provide the Board with a list and

the original signed dues authorized cards for those new members who have voluntarily authorized the Board to deduct dues for the Association.

4. The Board of Education shall, following the final pay period of each month beginning in October, transmit the total amount so deducted to the Berne-Knox-Westerlo Teachers Association. The transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
5. The form for use to authorize dues deduction shall be supplied by the Association.
6. There shall be payroll deduction for payments to NYSUT Member Benefits options elected by Association members. NYSUT will provide the District with a list of members and appropriate amounts to be deducted and the District will be responsible for writing one lump sum check to NYSUT.

**B. Agency Fee**

1. Each employee who fails, voluntarily, to acquire or maintain membership in the Association shall be required, beginning on the 30<sup>th</sup> day following the beginning of such employment (or discontinuance of membership) or the execution date of the Agreement, whichever comes later, to pay the Association a service charge as a contribution toward the negotiations and administration of the Agreement and the representation of such employees. The service charge shall be the same amount payable at the same time as the Association and its affiliate's regular dues and shall be deducted by the District from the employee's pay in accordance with this article of the agreement.
2. The Association affirms that it has adopted the procedure for the refund of Agency Fee deductions as required by Section 208 (3) (b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section.
3. Agency Fee shall not be required for per diem substitutes.

**ARTICLE XX**  
**DEPARTMENT CHAIRS/CURRICULUM COORDINATORS**

1. Duties are to be worked out in Policy Handbook, either as presently written or amended.

2.
  - a. Compensation for each Department Chair/Curriculum Coordinator shall be the same amount as is indicated for a Master's degree in each year of the contract.
  - b. All Department Chairs shall be granted one free period to act as Department Chair only. All other duties are to be the same as for the other teachers.
  - c. Class Advisorships and other extra-curricular duties shall be optional with the Department Chair.
3. Department Chairs/Curriculum Coordinators shall be appointed by the Board of Education upon the recommendation of the Superintendent and Building Principals. These appointments will usually be made every year. Appointments made by the Board may be declined by the faculty member in question.
4. The Association acknowledges the right of the Board of Education to rescind department chair and curriculum coordinator appointments. If the Superintendent determines that he/she will recommend removal of a department chair or curriculum coordinator, he/she will provide 45 days written notice of his/her intent to do so to the individual so that the individual can attempt to resolve the concern(s) raised by the Superintendent. During the 45 day period, the department chair/curriculum coordinator will continue to receive compensation as department chair/curriculum coordinator. It will be in the Superintendent's discretion as to whether or not the individual has addressed the concern(s) sufficiently to avoid being recommended for removal. If the department chair/curriculum coordinator is removed, he/she will receive pro-rated compensation for that portion of the year he/she served as department chair/curriculum coordinator, and will refund to the District any money paid to him/her in excess of the prorated amount.

**ARTICLE XXI**  
**NON-DISCRIMINATION**

The District shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, political activities or beliefs or membership in, or association with the activities of any employee organization.

**ARTICLE XXII**  
**CONTINUOUS POLICY**

All existing employment policies, practices, procedures and terms and conditions of employment not otherwise covered by this agreement shall be maintained at the standards presently in effect.

**ARTICLE XXIII**  
**MANDATORY PROVISION**

The following provision is required by section 204-a of the Civil Service Law:

“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 (BOARD OF EDUCATION) HAS GIVEN APPROVAL.”

**ARTICLE XXIV**  
**TEACHER CONFERENCES**

Teachers will be advanced 50% of the estimated amount of any approved conference over \$100, and the remainder to be paid on the first available warrant. The request for the advance must be submitted 3 weeks before the date funds will be needed.

**ARTICLE XXV**  
**SICK BANK**

- A. The parties shall be authorized to establish, maintain and administer a “sick leave bank” for members who require preliminary hospitalization and subsequent recuperation due to accidents or long term illness or whose illness or condition has been certified by a physician as preventing them from being able to work. This does not cover disability due to normal pregnancy. The bank, however, may be used for disability caused by abnormal pregnancy and complication thereof.
- B. The sick bank shall be a process through which professional staff members in the negotiating unit may assign sick leave days to the sick bank and the sick bank committee may assign sick leave days so accumulated to professional

staff members in the negotiating unit who have exhausted their sick leave credits.

C. The following rules shall apply to the establishment and administration of the sick bank.

1. The privilege of participation in the sick bank shall be available to all members of the negotiating unit, regardless of whether or not they are a member of the Association, in accordance with the terms of this Article.
2. Application for withdrawal of days by participating members may be made immediately upon depletion of personal/sick leave. These applications will be prepared by the Association and will be made available in the office of the Chief School Officer. A doctor's certificate stating the seriousness of the disability and an appropriate date when the teacher can be expected to return to work shall accompany all applications.
3. The parties shall designate a Sick Bank Committee to administer and promulgate rules of operation of the pool. The Teachers Association shall designate two teachers and the District shall designate one Administrator and one Board Member. These four persons shall then designate a fifth member as a non-voting member of the Committee, except that in the event of a tie, he shall act as a tie breaker. The Committee shall be responsible for the administration of the sick bank, including the following:
  - a. Developing all further rules and procedures required for the administration of the pool.
  - b. Maintaining all records of the operation of the pool and making such records available to the Chief School Administrator or his/her designees for audit upon request.
  - c. The rules and procedures for the operation of the sick leave pool may be changed at any time upon mutual agreement of the parties.
4. The total number of sick leave credits in the sick bank shall not exceed 156 days.

5. Contribution of days to the bank shall be as follows:
  - a. Upon initial establishment of the bank, members may opt to contribute either one or two days.
  - b. Thereafter, the enrollment period shall be from September 1 through September 30 of each year or within fifteen days of initial employment for those hired subsequent to September 30, with new enrollees having the same option as in 5a.
  - c. Until the bank reaches 156 days and/or as the number of days falls below 156, new days shall be added from a list of members on a rotating basis from the top of the list downward. The list shall be established by (1) alphabetical order; top to bottom, of initial enrollees, (2) new members added to the top of the list as they enroll and move to the bottom of the list as they continue.
  - d. All contributions shall be irrevocable.
6. Participating members may use up to 30 days if they contributed 1 day; 45 days if they contributed 2 days.
7. Members with less than 3 years employment in the District are limited to the use of 15 days.

## **ARTICLE XXVI**

### **MENTORING**

The District and the Association agree to establish a teacher mentoring program in order to fulfill the NYS Education Department's requirement to do so. This program is established for provisionally certified, non-tenured teachers, as well as, for the experienced teacher who may be new to the Berne-Knox-Westerlo District. If the NYS Education Department abolishes this requirement, the provisions of this mentoring program shall be null and void. Tenured teachers will serve as mentors on a voluntary basis. The stipend for a program coordinator and mentor shall be the same amount as for a stipend for a master's degree.



**ARTICLE XXVII**  
**RETIREEES**

1. The un-remarried spouse and otherwise eligible dependent children of a unit member, who retires after June 30, 2002 with twenty or more years of active District service and subsequently dies, shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage.
2. The un-remarried spouse and otherwise eligible dependent children of a unit member, who dies after June 30, 2002 and who, at the date of death, had completed twenty or more years of active District service and is eligible for immediate retirement under the Teachers Retirement System, shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage.
3. (A) Upon retirement (New York State Teachers Retirement System definition) unit members with ten or more years of service to the District, shall as a deposit to their 403(b) account, receive an Employer Non-Elective contribution in the amount of \$10,000.

Effective July 1, 2014 for a member to qualify for the non-elective contribution in the amount of ten thousand dollars, the member must submit an irrevocable letter of resignation for the purpose of retirement effective June 30<sup>th</sup> to the Superintendent of Schools so that it is received no later than March 1<sup>st</sup> of that same year. For example, to retire June 30, 2015 and qualify for this benefit, a letter of retirement must be received by the Superintendent no later than March 1, 2015.

(B) In addition to the benefit set forth above in paragraph (A), upon retirement, unit members with ten (10) or more years of active service to the District, shall as a deposit to their 403(b) account, also receive an Employer Non-Elective contribution in an amount equal to \$70 for each unused, accumulated sick day, up to a maximum of one hundred twenty five (125) days.

Effective July 1, 2014 for a member to qualify for this benefit, the member must submit an irrevocable letter of resignation for the purpose of retirement effective June 30<sup>th</sup> to the Superintendent of Schools so that it is received no later than March 1<sup>st</sup> of that same year. For example, to retire June 30, 2015 and qualify for this benefit, a letter of retirement must be received by the Superintendent no later than March 1, 2015.

4. 403(b) Employer Non-Elective contributions shall be contributed within thirty (30) days of the unit member's effective retirement date in accordance with, and subject to the following conditions:

1. **No Cash Option** – No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
2. **Contribution Limitations** – In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-Elective Contribution referenced in either subparagraph (A) or (B) above exceeds the applicable Contribution Limits, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limits of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** – Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company, in the name of the employee.
4. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closely as possible, to the original intent of the parties.

5. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.
  6. Both the Employer and the Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible salary schedule
5. All health, drug, and dental insurance benefits for this 2009-2019 contract shall accrue to retirees who retire on or after July 1, 2009, in accordance with the terms of the 2009-2019 Agreement.
  6. Further said retirees retiring between July 1, 2009 and June 30, 2019 shall be eligible for the maximum health, drug, and dental insurance benefits, in accordance with the terms of the 2009-2019 Agreement.

**ARTICLE XXVIII**  
**DURATION OF AGREEMENT**

This contract shall be effective July 1, 2009 and shall continue in effect through June 30, 2019. Negotiations concerning amendments to this contract shall proceed in accordance with the provisions of Article II of the Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable to the parties.

ASSOCIATION

DISTRICT

BY Kelly Smith  
President

6/10/14  
Date

BY [Signature]  
Superintendent


6/10/14  
Date


Memorandum of Agreement

1. The Berne-Knox-Westerlo Central School District ("District") and Berne-Knox-Westerlo Teachers' Association ("Association") are parties to a collective bargaining agreement for the term of July 1, 2002 to June 30, 2009 and a Memorandum of Agreement for a collective bargaining agreement for the term of July 1, 2010 to June 30, 2019 ("Agreements").
2. The District previously established and implemented the use of video surveillance cameras at various points and locations inside and outside of the District Elementary School and District Secondary School without objection from the Association. At this time, the District has expressed its intention to install additional video surveillance cameras. Locations for video surveillance cameras include, but are not limited to, the cafeterias, gymnasiums, and hallways in both school buildings.
3. The parties acknowledge that the cameras are placed in and outside of the school buildings to monitor potential health, security and safety issues. These cameras will be placed in areas where there is no expectation of privacy and may be used to follow up on complaints from staff, students, or the community, which may include discipline in accordance with the parties' collective bargaining agreement and law.
4. The parties agree that the data generated by such systems and devices, in either real-time or archived, shall not be utilized as a primary timekeeping or time recording function, and shall not be used as primary evidence of a unit member's tardiness or lateness.
5. Additionally, the parties agree that video surveillance equipment and/or cameras are not intended for and will not be used for classroom observations of unit members. For the purposes of this paragraph, the word "classroom" shall be defined as any work area in which a unit member is providing instructional service to a student.
6. The parties agree that violations of this Memorandum of Agreement are arbitrable, and a grievance may be filed through the grievance process as set forth in the Agreement and heard before an Arbitrator if necessary. The parties further agree that, in the absence of a breach of this Memorandum of Agreement, the Association waives its right to file an improper practice charge asserting that the District has "failed to negotiate" in connection with the installation of video surveillance cameras.

BERNE-KNOX-WESTERLO C.S.D.

BERNE-KNOX-WESTERLO TEACHERS  
ASSOCIATION

  
\_\_\_\_\_  
Superintendent                      5/29/14  
Date

  
\_\_\_\_\_  
President                              5/29/14  
Date

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**THE BERNE-KNOX-WESTERLO CENTRAL SCHOOL DISTRICT**  
**AND**  
**THE BERNE-KNOX-WESTERLO TEACHERS' ASSOCIATION**

WHEREAS, the Berne-Knox-Westerlo Central School District ("School District") and the Berne-Knox-Westerlo Teachers' Association ("Association") are parties to a collective bargaining agreement for the period July 1, 2009 through June 30, 2019 ("Agreement"); and,

WHEREAS, pursuant to the Agreement, the School District makes available to the members of the Association a health insurance program which includes prescription drug coverage; and,

WHEREAS, the School District wishes to make available to members of the Association, on a voluntary basis, an additional option for prescription health coverage through CanaRx under the terms of this Memorandum of Agreement.

**IT IS HEREBY AGREED:**

1. CanaRx Services Inc. ("CanaRx") is a privately held Canadian Company which provides certain brand name maintenance medications at a uniform reduced cost to American residents. The advantages of participation in the program offered by CanaRx is reduced cost to both the employer and employee.

2. The School District wishes to offer CanaRx as a prescription resource available to members of the Association on a voluntary basis. Members would participate in CanaRx in accordance with the requirements of CanaRx in terms of enrollment and any forms to be completed. Information regarding participation in the program will be made available to members by the School District. Any administrative costs associated with the program being made available shall be borne by the School District.

3. The offering of CanaRx by the School District shall in no way replace or alter the existing prescription benefit program provided to members pursuant to the Agreement and is offered "in addition to" not "in lieu of" that existing program. Members of the Association may voluntarily choose to participate in CanaRx and shall continue to have the ability to use or return

Memorandum of Agreement

1. The Berne-Knox-Westerlo Central School District ("District") and Berne-Knox-Westerlo Teachers' Association ("Association") are parties to a for a collective bargaining agreement for the term of July 1, 2010 to June 30, 2019 ("Agreement").
2. Article 5, Section 11 of the Agreement states that, "The District shall establish an annual stipend of \$952 for an elementary teacher who is appointed as a Professional Learning Community Leader."
3. The parties intended for one Professional Learning Community Leader to be appointed from each grade level, beginning in kindergarten and ending in sixth grade, for a total of seven positions. Accordingly, the parties agree that seven Professional Learning Community Leaders, one appointed from each grade level beginning in kindergarten and ending in sixth grade, shall be appointed and each shall receive a stipend of \$952. Professional Learning Community Leaders are a voluntary assignment undertaken by unit members.
4. The parties agree that violations of this Memorandum of Agreement are arbitrable, and a grievance may be filed through the grievance process as set forth in the Agreement and heard before an Arbitrator if necessary.

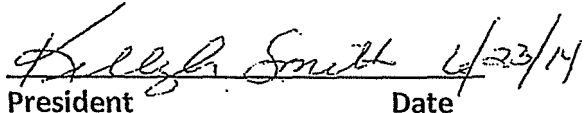
BERNE-KNOX-WESTERLO C.S.D.

BERNE-KNOX-WESTERLO TEACHERS  
ASSOCIATION



\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

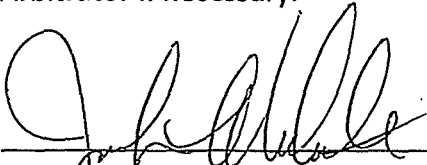


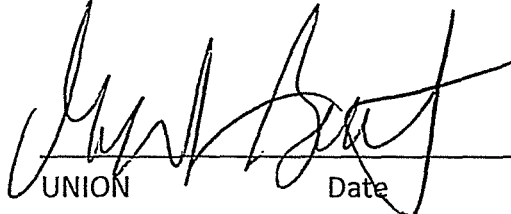
\_\_\_\_\_  
President


\_\_\_\_\_  
Date

Memorandum of Understanding – Megan Eiser

1. The Berne-Knox-Westerlo Central School District ("District") and Berne-Knox-Westerlo Teachers' Association ("Association") are parties to a collective bargaining agreement for the term of July 1, 2010 to June 30, 2019 ("Agreement").
2. The District and Berne-Knox-Westerlo Teacher Support Staff ("TSS") are parties to a collective bargaining agreement for the term of July 1, 2010 to June 30, 2018 ("TSS Agreement").
3. Megan Eiser is employed by the District as a teaching assistant and is a member of the TSS. Ms. Eiser has been assigned by the District to work in an Academic Intervention Services (AIS) classroom. Additionally, Ms. Eiser also works in a study hall with students and is assigned to hall duty.
4. The parties agree that any work or responsibilities performed by Ms. Eiser during the 2014-15 academic school year, including but not limited to AIS directed instruction and study hall supervision shall not be cited to or relied upon by the District as evidence of inclusion, erosion, breach, or violation of any duties alleged to be exclusive bargaining unit work and/or the scope of such work in any subsequent grievance, administrative case, proceeding, or any other litigation.
5. Furthermore, the District agrees that while Ms. Eiser shall be permitted to continue in her capacity in the AIS classroom during the 2014-15 school year, beginning in the 2015-16 school year and in any future years, the District shall fill such teaching or directed instruction position in an AIS classroom with a member of the Association. A member of the TSS shall not be permitted to fill such teaching or directed instruction position beginning in the 2015-16 school year and in any future year. The District is not obligated to fill this position in 2015-16 or in any future years.
6. The parties agree that violations of this Memorandum of Agreement are arbitrable, and a grievance may be filed through the grievance process as set forth in the Agreement and heard before an Arbitrator if necessary.

  
\_\_\_\_\_  
DISTRICT                      Date  
SUPERINTENDENT

 12/15/2014  
\_\_\_\_\_  
UNION                      Date  
PRESIDENT

  
\_\_\_\_\_  
DISTRICT                      Date  
BOARD PRESIDENT