



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Brookfield Central School District and Brookfield Central School Teachers' Association (2003)**

Employer Name: **Brookfield Central School District**

Union: **Brookfield Central School Teachers' Association**

Local:

Effective Date: **07/01/03**

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

Number of Pages: **29**

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/>

4656_06302006

Brookfield Central School District And
Brookfield Teachers Association

Original
SD
TA

**A COLLECTIVELY BARGAINED
AGREEMENT**

BETWEEN THE

**BROOKFIELD CENTRAL SCHOOL DISTRICT
AND THE**

**BROOKFIELD CENTRAL SCHOOL TEACHERS'
ASSOCIATION**

FOR THE

SCHOOL YEARS JULY 1, 2003 - JUNE 30, 2006

RECEIVED

DEC 22 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Memorandum of Understanding

TABLE OF CONTENTS

| ARTICLE | TITLE | PAGE |
|---------|-----------------------------|---------|
| | Agreement | 1 |
| I | Recognition | 1 |
| II | Negotiation Procedures | 1 |
| III | Dues Deduction | 2 |
| IV | Association Rights | 3 |
| V | Teacher Responsibilities | 3, 4 |
| VI | Leaves of Absence | 4,5,6 |
| VII | Sick Leave Bank | 7 |
| VIII | Conditions of Employment | 7,8 |
| IX | Professional Development | 8,9 |
| X | Health Insurance | 9,10,11 |
| XI | Employee Assistance Program | 11 |
| XII | Substitute Teachers | 11 |
| XIII | Academic Freedom | 12 |
| XIV | Grievance Procedure | 12,13 |
| XV | Fair Practices | 13 |
| XVI | Evaluations | 14 |
| XVII | Calendar | 14 |
| XVIII | Termination | 14 |
| XIX | Severance Pay | 15 |

TABLE OF CONTENTS

| ARTICLE | TITLE | PAGE |
|------------|------------------------------------|--------|
| XX | Co-Curricular Pay/Responsibilities | 15 |
| XXI | Agency Fee | 16 |
| XXII | Attendance Incentive | 16 |
| XXIII | Salaries | 16, 17 |
| XXIV | Salary Conditions & Terms | 17 |
| XXV | Term of Agreement | 18 |
| XXVI | Maintenance of Standards | 18 |
| | Agreement – Signature Page | 19 |
| Appendix A | Salary Steps 2003 – 2006 | 20 |
| Appendix B | Co-Curricular Pay Schedule | 21 |
| Appendix C | Co-Curricular Activities | 22 |
| Appendix D | Request for Leave | 23 |
| Appendix E | Sick Bank Contribution Form | 24 |
| Appendix F | Graduate Credit Request Form | 25 |
| Appendix G | In-Service Credit Request Form | 26 |

AGREEMENT

This AGREEMENT, made this 1st day of July 2003 by and between the Brookfield Central School District, Brookfield, New York, hereinafter referred to as the District, and the Brookfield Central School Teachers' Association, Brookfield, New York, hereinafter referred to as the Association. When used in this Agreement "teachers" shall refer to any member of the bargaining unit.

WITNESSETH

WHEREAS, the District and the Association have negotiated terms and conditions of employment for the professional staff at Brookfield Central School for the school years 2003-2004, 2004-2005, and 2005-2006, now therefore, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

ARTICLE I

RECOGNITION

The District recognizes the Association as the exclusive negotiating agent for the teachers, teaching assistants, school counselor (guidance), and school nurse at Brookfield Central School.

ARTICLE II

NEGOTIATIONS PROCEDURES

1. The parties shall exchange proposals and/or new contract language by February 1, 2006 and begin negotiations by February 15, 2006.
2. All negotiating sessions shall be held at mutually agreeable times and places and shall not exceed three (3) hours per session except by mutual consent.
3. When agreement is reached on any item, the same shall be reduced to writing and signed by both chief negotiators.

ARTICLE III

DUES DEDUCTION

1. The District agrees to deduct from the salaries of those members of the Association authorizing same, dues of the Brookfield Teachers' Association and/or its affiliates. The total annual membership dues for each member of the Association shall be deducted in nineteen (19) equal installments beginning with the second pay period in September.
2. No later than two (2) weeks prior to the second scheduled paycheck in September, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.
3. Additional authorization cards submitted to the Business Office at least thirty (30) days prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period.
4. Dues deductions shall be forwarded to the Treasurer of the Brookfield Teachers' Association, whose name will be made known to the District by September of each year.
5. The District agrees to deduct from the salaries of those members of the Association, a fixed sum of money to be forwarded to the Credit Union. Said deduction will be in nineteen (19) equal payments. Once a deduction is set by the payee, it becomes fixed and cannot be changed for the entire school year. Authorization forms are to be signed and submitted to the Business Office not later than two (2) weeks prior to the second scheduled paycheck.
6. The District agrees to deduct the sum of money designated by an Association member for participation in a tax sheltered annuity from companies chosen by the member. A maximum of three (3) companies may be designated.

ARTICLE IV

ASSOCIATION RIGHTS

1. The Association will have the right to use the school building at reasonable times without cost for Association meetings. The Superintendent shall be notified in advance of the time and place of all such meetings.
2. The District will place a copy of the Board of Education Agenda in the school mailbox of the Association President prior to each meeting of the Board. The official Board of Education minutes will be available in the Clerk's Office for review.

ARTICLE V

TEACHER RESPONSIBILITIES

1. Each teacher will be prepared to remain after school any day of the week except Friday or the day before a holiday or vacation period until at least 4:00 p.m. for the purpose of assisting students who have requested help. This is contingent upon a student request made at least one (1) day in advance. Each teacher is expected to help students until the end of the working day any day of the week except Friday or the day before a holiday or vacation period without prior request if the teacher does not have a contractual commitment.
2. Each teacher will be prepared to remain after school one (1) day per month until 4:00 p.m. for the purpose of curriculum development or planning. All staff will attend this session. Practices or clubs will meet after this session.
3. Each teacher will be assigned to chaperone one (1) after school activity. Teachers, at the approval of the Superintendent, may take chaperoning assignments of other teachers. One (1) teacher will chaperone home athletic games held indoors, musical concerts, plays and similar school activities. Chaperones are responsible for behavior within the school building. Pay for chaperones will be forty-three dollars (\$43.00) per event. Dances must have chaperones as per the permission form. The activity advisor and sponsoring group for dances will be responsible for securing and paying chaperones for dances.

ARTICLE V

Teacher Responsibilities (Continued)

4. Co-curricular responsibilities will include:
 - A. Annual outcome/goal established and presented to the Superintendent by October 1st of each year.
 - B. A minimum of one meeting per month will be held.
 - C. Guidelines for co-curricular activities will be met. These are available from the Treasurer for Co-curricular activities.

ARTICLE VI

LEAVES OF ABSENCE

1. **SICK LEAVE:** Each teacher shall receive thirteen (13) sick leave days per year. Sick leave accumulated in excess of two hundred and twenty five (225) days at June 30 will be purchased by the district at a rate of forty dollars (\$40) per day, less all applicable deductions. Each teacher will be notified in writing at the beginning of each school year of accumulated sick leave. Sick days are credited as of July 1st of each school year.

Any teacher who is to be absent on any given day should contact the BOCES Substitute Service Office by 6:30 a.m. so that arrangements for a substitute can be made.

If a teacher is absent three (3) or more consecutive days, the District has the option to request a doctor's statement.

2. **DEATH IN THE IMMEDIATE FAMILY:** Each teacher shall receive a maximum of three (3) days for a family related death. Upon request of the Superintendent and within five (5) school days from such leave, the teacher shall notify the Superintendent of the reasons for such leave. Should special circumstance require more bereavement days, the teacher shall contact the Superintendent immediately upon realizing this need and request a transfer of sick leave days to cover this additional time. The Superintendent shall investigate all cases and make a good faith effort to grant additional days where merited. There will be no docking of pay prior to a report to the Board of Education by the Superintendent.

ARTICLE VI
Leaves of Absence (Continued)

3. **PERSONAL LEAVE:**
 - A. Each teacher shall receive three (3) days personal leave each year, one of which can only be used for court appearances, other legal business, or business which cannot be conducted before or after the school day.
 - B. Personal leave days shall not be used on work days immediately preceding or following holidays or vacation periods without the advance approval of the Superintendent.
 - C. Personal days shall be granted when requested two (2) days in advance by the teacher completing and signing the agreed upon request form. (See Appendix D) Every effort will be made to have legal, medical, etc. appointments outside of the teacher's work day.
 - D. Any unused personal leave days shall be added to accumulated sick leave.

4. **JURY DUTY:** Each teacher shall notify the Superintendent as soon as possible after receiving notice to report to jury duty.

5.
 - A. **PREGNANCY DISABILITY LEAVE:** A leave of absence for the period of pregnancy disability as certified by the teacher's physician will entitle the teacher to the use of accrued sick leave in accordance with the following provision:
 1. Sick leave payment will not be granted if the teacher requests an unpaid leave of absence to commence prior to the date of pregnancy disability as certified by the teacher's physician.

 - B. **UNPAID LEAVE FOR CHILD REARING:** An unpaid leave of absence for the purpose of child rearing will be granted in accordance with the following provisions:
 1. Such leave will commence as follows:
 - a. On the date requested under Pregnancy Disability Leave 5a paragraph #1 where leave commences prior to the date of pregnancy disability, or
 - b. On the date following the last day of the certified pregnancy disability, or in the case of child adoption, on the date of such adoption.
 2. Sick leave payment will not be granted during the period of an unpaid leave of absence.
 3. Up to two (2) years of Child Rearing Leave will be granted without pay. A teacher on such leave may return to work only at the beginning of a semester after giving thirty (30) days written notice to the Superintendent. The Superintendent may waive this requirement and allow the teacher to return to work at any time.

ARTICLE VI

Leaves of Absence (Continued)

While not mandatory, both the Association and the Superintendent agree that a thirty (30) calendar day notice to the Superintendent by the teacher prior to the commencement of a Pregnancy Disability Leave will assist the Superintendent in planning for a replacement of the teacher's services while on leave. In the case of a request for an Unpaid Leave of Absence for Child Rearing, such thirty (30) days' notice is also requested.

If a second pregnancy occurs during any unpaid leave, the District may, at its discretion, grant additional leave.

5. C. OTHER LEAVES OF ABSENCE:

1. LEAVE OF ABSENCE - Bonafide and reasonable unpaid leaves of absences requested by probationary or tenured teachers may be granted by the District. Any teacher on a leave of absence is required to notify the Superintendent of the intent to return by April 1st of the year in which the leave occurs. Health insurance premiums (individual or family) will not be paid by the District during an unpaid leave of absence.
2. EXTENUATING FAMILY CIRCUMSTANCES LEAVE OF ABSENCE - The District may grant a leave of absence without pay to any teacher who is confronted by death or catastrophic illness of an immediate family member. This leave shall not exceed one (1) year in length. Upon return, the teacher will be reinstated to the position from which the leave was taken.
3. SABBATICAL LEAVE - Sabbatical leaves may be granted at the discretion of the District. Before a teacher applies for a Sabbatical Leave, seven (7) teaching years in the Brookfield School District will have been completed by the requesting teacher. A teacher returning from a Sabbatical Leave is obligated to remain in the Brookfield School District not less than two (2) years or repay the District its cost for the Sabbatical Leave.
4. ASSOCIATION LEAVE - Four (4) days shall be granted to the Association President or designee to attend meetings dealing with Association business. Such days shall be granted without loss of pay and with prior approval of the Superintendent.

ARTICLE VII

SICK LEAVE BANK

There shall be established a Sick Leave Bank, the purpose of which is to provide sick leave for teachers who have exhausted their accumulated sick leave due to extended illness.

Teachers (or their representative) in need of additional sick days due to extended illness shall notify the Board of Education of the number of sick days needed and request use of the Sick Leave Bank. A doctor's certificate verifying the need for additional sick days will accompany this request.

Only Association Members who make a yearly investment to the Sick Leave Bank will be eligible for the benefits of the Bank. Investment of sick days will be donated to the Bank by October 1 of each school year. A Sick Bank Donation Form (See Appendix E) will be completed and returned to the Association President who will forward it to the Business Manager. Records kept for the Sick Leave Bank will be shared with the Association President in November of each year. The Association President will provide input prior to the Superintendent going to the Board of Education.

The Board of Education will review all requests and forward their decision to the Association President.

In the event that additional days are needed, a teacher may make another request to the Board of Education for use of the Sick Leave Bank.

The decision of the Board of Education shall be final.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

1. HOURS: The teacher's working day is 7 hours, 10 minutes including a minimum thirty (30) minute lunch period.
2. SCHOOL YEAR: The salary provisions of this Agreement shall be compensation for a maximum of 180 days of services rendered between September 1 and June 30 inclusive. One-two hundredth (1/200th) of a teacher's salary will represent a teacher's daily rate of pay.

ARTICLE VIII

Conditions of Employment (Continued)

3. **PAY PERIODS:** Teachers shall be paid twenty-six (26) salary payments every two (2) weeks, and any and all remaining pay for the year shall be paid in the last pay period in June. Teachers may select a twenty-one (21) payment plan for their yearly pay, also with one pay period every two weeks. The payment plan decision must be made by September 1 of each school year and cannot be changed after September 1.
4. **INSTRUCTIONAL PERIODS:** Teachers in Grades 7 - 12 will be assigned a maximum of six (6) instructional periods. A Grade 7 - 12 teacher assigned more than six (6) instructional periods must agree to this in writing. Elementary teachers (K-6) will receive a minimum of one (1) duty free instructional period per day not inclusive of lunch period.
5. **PERSONNEL FILE:** A teacher's personnel file may be reviewed at any time upon the teacher's request to the Superintendent or the Clerk of the Board. This review must be done in the presence of the Superintendent or the Clerk of the Board. Any documentation placed in a teacher's personnel file will be done with the full knowledge of the teacher. (Recommended that teacher sign or initial such documentation.)
6. **MODIFIED JUNE TESTING WEEK SCHEDULE:** During Regents Week, elementary students will attend school according to a modified schedule which will meet State Education Department requirements for daily attendance. Teachers will use time after student dismissal for completing student records, inventories, and room duties. All staff K-12 will be in attendance for the full teacher's work day.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

1. **CONFERENCE DAYS:** The District will provide funds for at least three (3) professional development conference days during the school year. Planning for these days shall include a committee of Association members. The goal of these days shall be the overall development of teachers in specific need areas identified by the Planning Committee. Plans will be submitted to the Superintendent for review and approval before implementation.
2. **GRANTS:** Summer grants or other incentives may be provided by the District for curriculum development and/or revision, study, travel, or other educationally directed projects.

ARTICLE IX
Professional Development (Continued)

3. **IN-SERVICE COURSES:** The District encourages professional growth and participation in selective In-Service education programs that will lead to improvement of instruction. Association members interested in receiving in-service credit should seek prior approval of the Superintendent. (See Appendix G). One (1) graduate hour of credit will be granted for each fifteen (15) clock hours of In-Service class instruction that has prior approval.
4. **PROFESSIONAL DEVELOPMENT:** Each teacher shall be responsible for submission of a personal professional development plan by October 1 of each year. This plan will include specific goals for professional growth to be taken by each teacher during the year and specific objectives for meeting these goals.

ARTICLE X
HEALTH INSURANCE

1. **Individual Insurance:** The District will pay the following percentages of the cost of each teachers' health insurance premiums per respective year:

| Year | Percentage |
|-----------|------------|
| 2003-2004 | 100% |
| 2004-2005 | 100% |
| 2005-2006 | 97% |

Family Insurance:

- a. The district will pay the following percentages of the cost of each teachers' health insurance premiums per respective year:

| Year | Percentage |
|-----------|------------|
| 2003-2004 | 90% |
| 2004-2005 | 90% |
| 2005-2006 | 87% |

- b. Co-Pay on Rx drugs will be \$5.00 for Generics and \$10.00 for Name Brands.
3. **Part-time Association Members:** Part time members will be entitled to the same contributory rate and coverage for health benefits as full-time members.
4. **Retirees:** Retired employees, with at least fifteen (15) years of service to the Brookfield Central School District, may purchase family or individual health insurance. The District will pay fifty percent (50%) towards the cost of the individual plan insurance premium.

ARTICLE X

Health Insurance (Continued)

5. The District will provide dental insurance for eligible employees. Family members may receive dental benefits at a cost to be borne by the employee.
6. Flex-Benefit Plan: Association members shall be entitled to participate in the Flex-Benefit Plan offered by the District.
7. **CHANGES/MODIFICATIONS:** The District agrees that any future modifications in the administration, coverage, or benefit level of health insurance which is not expressly authorized by the collective bargaining agreement and which would otherwise constitute an improper, unilateral change in terms or conditions of employment, shall be accomplished by negotiations with the appropriate representatives of the Association. The District will notify the Association of said proposed modifications as soon as possible, in advance, and provide the Association with the opportunity to bargain with the District concerning same.
8. **HEALTH INSURANCE BUYOUT:** Teachers who are eligible for family health insurance who elect to receive no health insurance coverage for a full year shall receive \$500. If a teacher is eligible only for individual health insurance coverage and elects to have no coverage for a full year, they shall receive \$250.
 - A. If in any year more than four (4) teachers participate in the health insurance buyout, the payment for having no health insurance for eligible family coverage will be \$1,000 and the payment for having no health insurance for eligible individual coverage will be \$500.00.
 - B. Notification by the employee for using this option must be submitted in writing to the Business Manager prior to June 30 of the previous year.
 - C. Employees who elect not to participate in the Health Insurance Plan must present proof of alternative insurance coverage to the Business Manager.
 - D. 1. In the event that the employee elects to rejoin the program, such employee will be limited to rejoining only as allowed by the Health Insurance Plan.

ARTICLE X

Health Insurance (Continued)

2. Nothing contained herein shall preclude the employee who has elected this buy-out provision to rejoin the health insurance program (subject to the provisions of D1 above) and carry such health insurance benefits into retirement as provided by this Agreement.
- E. All payments, less appropriate deductions, shall be made at the conclusion of the school year. If a teacher who is eligible to receive a buy-out amount leaves the employ of the District during the course of a school year he/she shall receive an appropriate prorated amount.
- F. Any teacher hired after July 1 and who meets all provisions of this article but is unable to meet the full year provision in section A above due to being employed less than a full year and receives no health insurance coverage during the school year will receive a prorated buyout amount. Such individual will not be counted as a participant for purposes of establishing payment amounts in Section A above.

ARTICLE XI

EMPLOYEES' ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) shall be made available to teachers at no cost to the teacher. EAP is a voluntary resource that assists individuals who are experiencing significant professional or personal problems by providing confidential, professional counseling leading to improved health and job performance.

ARTICLE XII

SUBSTITUTE TEACHERS

To ensure the continuance of an effective educational program, all members of the professional staff who are absent shall be replaced by a Board approved substitute whenever possible. Whenever a substitute is not available, existing in-house teaching staff will be requested on a rotating basis when possible, to cover those scheduled students who are not supervised due to the lack of a substitute. A checklist will be kept in the Main Office to ensure fairness in the use of staff for this purpose.

It is the responsibility of the teacher who will be absent to call the BOCES Substitute Service to request a substitute.

It is also the responsibility of the teacher who will be absent to ensure that appropriate instructional plans are available for the substitute.

ARTICLE XIII

ACADEMIC FREEDOM

Academic Freedom is, among other things, a teacher's right to express and advocate personal points of view including the right to evaluate and constructively criticize the policies and programs within the framework of the Joint Code of Ethics developed by the New York State School Boards Association and the National Education Association of New York (NEA-NY), and said Academic Freedom shall in no way diminish the District's inherent right to manage.

ARTICLE XIV

GRIEVANCE PROCEDURES

1. **PURPOSE:** The establishment and maintenance of a harmonious relationship between the school district and its teachers is essential. This grievance procedure is established to secure equitable solutions to grievances of District employees through an orderly procedure free from coercion, interference, restraint, discrimination, or reprisal.

The purpose of a grievance is to provide an orderly method of settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this agreement.

2. **PROCEDURES:** The parties agree to facilitate any grievance investigation which may be required and to make available any and all official material and relevant documents and records concerning the grievance. All grievances shall include the name and position of the aggrieved party, persons involved, the time and the place where the events or conditions constituting the grievance existed, and a general statement of the nature of the grievance redress sought by the aggrieved party.
3. **PROCESSING THE GRIEVANCE:**
 - A. The aggrieved party or the Association President shall submit, in writing, the grievance to the Superintendent's office within twenty (20) school days after the teacher or the Association knew or should have known of the act, events, conditions, or consequences on which the grievance is based.
 - B. Within ten (10) school days of the receipt of the grievance, the Superintendent shall hold a hearing with the grievant and/or a representative of the Association.

ARTICLE XIV

Grievance Procedures (Continued)

- C. The Superintendent and/or Association representatives shall try to settle the grievance at this point. The conclusion will be mutually affirmed in writing from the District and Association representatives.
- D. After the first meeting, if the grievant and/or the Association wish to appeal said decision of the District representative, they may do so by appealing to the District representative and Superintendent in writing within ten (10) days after receipt of the decision. If the District representative and the Superintendent is one in the same, the appeal will be submitted by the Superintendent to the President of the Board of Education.
- E. Within thirty (30) days from the date received, the Board of Education shall hold a hearing at which the grievant may be represented. Said hearing shall be conducted in Executive Session and the Board shall render a decision in writing within fifteen (15) calendar days from the conclusion of this hearing.
- F. In the event the teacher and/or Association are dissatisfied with the decision from the Board of Education, either may appeal said decision to the American Arbitration Association (AAA) within thirty (30) days from the date of said decision. The ensuing arbitration proceeding shall be in accordance with AAA rules and regulations and the Arbitrator's decision shall be binding. Both parties using the arbitration procedure waive the right, if same exists, to bring any action in any court or other tribunal. The cost of such an arbitration is to be borne equally by both parties.
- G. No tenured employee shall be disciplined without just cause.
- H. All disciplinary cases shall be subject to the provisions of the grievance procedure.

ARTICLE XV

FAIR PRACTICES

The Association agrees to maintain its eligibility to represent the bargaining unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, natural origin, sex, marital status, or sexual orientation and to represent equally all members of the bargaining unit without regard to membership or participation in, or association with the activities of any employee organization.

ARTICLE XVI

EVALUATIONS

Each probationary teacher shall be formally observed and evaluated at least once during each semester. Such evaluations shall be discussed in a private conference with the observed teacher within five (5) working days. A written report will be placed in the teacher's personnel file.

Each tenured teacher shall be formally observed and evaluated at least once per school year. Such evaluations shall be discussed in a private conference with the observed teacher within five (5) working days. A written report will be placed in the teacher's personnel file.

The intent of the evaluation is to appraise the teacher of areas of strength and areas in need of growth and to recommend suggestions for improvement.

Each teacher so evaluated shall review and sign each evaluation and attach comments if so desired.

The Superintendent shall have the prerogative of establishing criteria upon which teachers will be evaluated. Teachers will be appraised of such criteria upon employment or at the beginning of each school year.

ARTICLE XVII

CALENDAR

A committee of not more than three (3) Association members may request a meeting with the Superintendent prior to the establishment of the school calendar. The purpose of such meeting is to allow the Association an opportunity to provide input and/or recommendations regarding the school calendar.

ARTICLE XVIII

TERMINATION

In the event termination of employment of teachers is under consideration by the District the Superintendent shall so notify those teachers affected no later than sixty (60) days prior to the effective date, except in cases of fiscal exigency which may involve reduction in force.

The Superintendent will notify a probationary teacher by May 15th if the teacher's performance is questionable and may be under consideration for termination prior to the next school year.

ARTICLE XIX

SEVERANCE PAY

Any teacher who retires under New York State Teachers' Retirement Plan, after fifteen (15) years of service in the Brookfield School District and who gives forty-five (45) school days advance notice of said decision, will receive forty (\$40.00) for each day of unused sick leave. A maximum of two hundred and twenty-five (225) days or nine thousand dollars (\$9,000.00) can be accumulated. This amount can be credited toward either family or individual health insurance at District cost (no individual income) or can be forwarded at four, six month payments in equal distribution (individual income), to be paid commencing July following the year of retirement.

ARTICLE XX

CO-CURRICULAR PAY AND RESPONSIBILITIES

1. Co-curricular assignments will be made by the Board of Education on an annual basis. Teachers have the right to apply for or reject such assignments.
2. Advisors/Coaches will be paid according to criteria set forth in Appendix B.
3. Advisors/Coaches for any co-curricular activity that has Board approval will be paid subject to negotiation between the District and the Association.
4. Co-curricular assignments must be completely fulfilled before payment is made for these assignments. It is the teacher's responsibility to submit a claim form for payment to the Business Manager so that payment for services can be made no later than June 30th of each school year.
5. Rules and regulations for student activities must be followed in order to qualify for co-curricular pay.

ARTICLE XXI

AGENCY FEE

The District will deduct from the salaries of teachers covered by this Agreement who do not choose to join the Association, a fee equal to 100% of the membership fee of the Association and will transmit same to the Treasurer of the Association on a monthly basis.

ARTICLE XXII

ATTENDANCE INCENTIVE

An Association member who completes the school year without using a sick leave day or a day for sickness in the immediate family shall receive an additional four hundred dollars (\$400.00). Said amount shall be in a separate check payable no later than July 15th following the school year.

Any Association member who completes the school year using one (1) sick leave day or one (1) day for sickness in the immediate family shall receive an additional three hundred dollars (\$300.00). Said amount shall be in a separate check payable no later than July 15th following the school year.

An Association member who completes the school year using two (2) sick leave days or two (2) days for sickness in the immediate family shall receive an additional two hundred dollars (\$200.00). Said amount shall be in a separate check payable no later than July 15 following the school year.

ARTICLE XXIII

SALARIES

Teachers' salaries for the term of this Agreement shall be increased by four and one half percent (4.50%) for 2003-2004, four and one half percent (4.50%) for 2004-2005 and four and one half percent (4.50%) for 2005-2006. A stipend of \$1,800.00 will be awarded upon completion of a Master's Degree Program. The only salary step the District recognizes is that of Step 1 A (Bachelor's Degree) and Step 1 B (Master's Degree)(Appendix A). This is done to establish a base salary line for new employees. The District may determine the salary for each new teacher.

Teaching Assistants will receive \$250 plus four and half percent (4.50%) for 2003-2004; \$300 plus four and one half percent (4.50%) for 2004-2005; and \$350 plus four and one half percent (4.50%) for 2005-2006 school years.

ARTICLE XXIII

SALARIES (Continued)

Longevity: Employees will receive longevity steps as follows:

| | |
|---|--------------------------------|
| After completion of 15 years of service and each year after with the Brookfield Central School District | \$400.00 |
| After completion of 20 years of service and each year after with the Brookfield Central School District | \$250.00 (\$650.00 total) |
| After completion of 25 years of service and each year after with the Brookfield Central School District | \$250.00 (\$900.00 total) |
| After 30 years of service and each year after with the Brookfield Central School District | \$250.00 (\$1,150.00 total) |

ARTICLE XXIV

SALARY CONDITIONS AND TERMS

1. Graduate hours beyond the thirty (30) required for permanent certification will be paid at the rate of sixty -five dollars (\$65.00) per hour.
2. All graduate hours to be considered for additional compensation must have prior approval of the Superintendent and must relate to the teaching assignment of the requesting teacher or to certification requirements for that position. No payment will be made until an official transcript is filed with the Superintendent. (See Appendix F). Individuals who need graduate hours in excess of a Masters Degree for Permanent or Professional Certification (i.e., Guidance Counselor) will receive payment for graduate credit hours after 30 graduate hours have been obtained.
3. Sixty (60) graduate hours will be the maximum for which payment will be made.
4. All graduate hours taken prior to permanent certification will not be considered for payment. (Except in the case of no. 2 above.)
5. Uncertified teachers will not be eligible for any salary adjustment.
6. The District reserves the right to exceed this schedule for outstanding service and/or longevity.
7. Adjustments for graduate hours will be made September 1 of each year. Graduate hours earned after this date will be credited the following September 1.

ARTICLE XXV

TERM OF AGREEMENT

The term of Agreement for this contract is from July 1, 2003 through June 30, 2006.

ARTICLE XXVI

MAINTENANCE OF STANDARDS

The parties agree that for the duration of this Agreement with respect to matters not covered by the Agreement, no benefit or privilege, currently provided to all employees of the bargaining unit by law, rule, regulation, or practice will be reduced, impaired, diminished or discontinued without prior written approval of the Association.

AGREEMENT

This contract shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2006.

BROOKFIELD CENTRAL SCHOOL DISTRICT

By: *G. O'Sullivan*
Its Superintendent Hereunto Duly Authorized

BROOKFIELD CENTRAL SCHOOL TEACHERS' ASSOCIATION

By: *Constance R. Green*
Its President Hereunto Duly Authorized

The bargaining teams, which achieved this Agreement, were:

FOR THE DISTRICT

Gerard M. O'Sullivan
James H. Plows

FOR THE ASSOCIATION

Constance Green
Cynthia Owens

APPENDIX A

STARTING SALARY

2003-2004

A
BACHELOR'S DEGREE

B
MASTER'S DEGREE

C
TEACHING ASSISTANTS

\$29,500.00

(+\$1,800.00)

\$31,300.00

\$12,050.00

STARTING SALARY

2004-2005

A
BACHELOR'S DEGREE

B
MASTER'S DEGREE

C
TEACHING ASSISTANTS

\$30,500.00

(+\$1,800.00)

\$32,300.00

\$12,550.00

STARTING SALARY

2005-2006

A
BACHELOR'S DEGREE

B
MASTER'S DEGREE

C
TEACHING ASSISTANTS

\$31,700.00

(+\$1,800.00)

\$33,500.00

\$13,100.00

APPENDIX B

CO-CURRICULAR PAY SCHEDULE FOR 2003-2006

Co-curricular activities will be grouped as follows:

- Category A: Coaching
- Category B: Clubs & Class Advisement
- Category C: Athletic Director

Pay for responsibilities in these categories will be determined as follows:

Category A:

Base pay = \$2,900.00 for Varsity and Jr. Varsity Level
\$1,800.00 for Junior High Level.

Category B:

Base Pay = \$1,450.00

Category C:

Athletic Director - \$4,500.00

APPENDIX C

CATEGORY A ACTIVITIES**

| | | |
|------------------------|--------------------------|-----------------------|
| Varsity Level | Jr. Varsity Level | Jr. High Level |
| Soccer – Boys' | Volleyball | Soccer |
| Soccer – Girls' | Basketball | Volleyball |
| Basketball | | Basketball |
| Volleyball | | Baseball |
| Baseball | | |
| Softball | | |

CATEGORY B ACTIVITIES**

| | | |
|----------------------------------|-------------------------------|---------------------|
| Drama Club | Foreign Language Club | G.A.A. |
| Marching Band/Color Guard | National Honor Society | Science Club |
| Senior Class Advisor | Student Council | Varsity Club |
| Yearbook Advisor* | Yearbook Photographer* | Cheerleading |

*Alternate Years Only

** As of 7/03

APPENDIX D

BROOKFIELD CENTRAL SCHOOL

REQUEST FOR LEAVE

Employee's Name _____ Date Submitted _____

Date(s) of Absences _____

Type of Leave Involved:

Sick _____ Personal _____ Association _____

Jury Duty _____ Professional _____

Reason for Leave (if required to state) _____

Is a substitute needed? _____

Substitute Used _____

EMPLOYEE'S SIGNATURE _____

SUPERINTENDENT'S SIGNATURE _____

Notes/Comments _____

COPY TO: Person making request
Office

Personal Leave shall be granted when requested two (2) days in advance. The two days can be waived providing an emergency situation can be substantiated.

APPENDIX E

SICK BANK CONTRIBUTION FORM

I wish to contribute sick days from my accumulated sick leave time to the Brookfield Teachers' Association Sick Leave Bank.

NAME _____

NUMBER OF SICK DAYS CONTRIBUTED _____

SIGNATURE _____

DATE _____

Return this form to the BTA President who will give copies to the Business manager and the Superintendent's Secretary.

APPENDIX F

REQUEST FOR GRADUATE CREDIT

Name _____

Grade/Subject _____

Date of Request _____

Graduate Course _____

Time _____

University/College _____

Relationship to Teaching
Assignment _____

Total Hours Requested _____

Teacher's
Signature _____

Approved for Credit _____ Yes _____ No _____ Hours: _____

If no, reason _____

Superintendent's Signature _____

Date _____

APPENDIX G

REQUEST FOR IN-SERVICE CREDIT

Name _____

Grade/Subject _____

Date of Request _____

In-Service Course _____

Time _____

Sponsoring Agency _____

Relationship to Teaching
Assignment _____

Total Hours Requested _____

Teacher's
Signature _____

Approved for Credit _____ Yes _____ No _____ Hours _____

Reason _____

Superintendent's Signature _____

Date _____