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AGREEMENT

Between The

CHIEF SCHOOL ADMINISTRATOR

of the

BELLEVILLE HENDERSON CENTRAL SCHOOL

and the

BELLEVILLE HENDERSON EDUCATION ASSOCIATION

July 1, 2004 - June 30, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

46

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ARTICLE I: RECOGNITION

The Belleville Henderson Central School District Board of Education having determined that the Belleville Henderson Education Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel, except the Chief School Administrator, hereby recognizes the Belleville Henderson Education Association as the exclusive negotiating agent for all full-time and part-time teachers employed by this District. Such recognition shall extend unchallenged until that period of time as provided by Section 201.3 of the Taylor Law.

The Board agrees not to negotiate with individual teachers and/or any teacher organization other than the Belleville Henderson Education Association for the duration of this Agreement.

ARTICLE II: PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1.0 Negotiating Teams

- 1.1 The Chief School Administrator and/or designated representatives will meet with representatives designated by the Belleville Henderson Education Association for the purpose of negotiating mutually satisfactory agreements.

Section 2.0 Negotiating Procedures

- 2.1 The Chief School Administrator and/or his representatives shall meet with the representatives of the Belleville Henderson Education Association at times and places mutually acceptable for the purpose of exchanging proposals and counterproposals for the purpose of effecting a free exchange of facts and opinions in an effort to reach mutual understanding and agreement.

Section 3.0 Consultants

- 3.1 Either party may call upon consultants to assist in negotiations, or to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

Section 4.0 Reaching Agreement

- 4.1 When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to both parties of interest for their respective approval. Following approval, a copy of the completed and signed agreement will be submitted to PERB.

Section 5.0 Resolving Differences

- 5.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, the parties agree to seek aid through channels established by PERB in an effort to achieve settlement. The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- 5.2 Upon written mutual consent by both parties of interest, clauses within this contract may be reopened for discussion and/or change.

ARTICLE III: FAIR DISCIPLINE

No member of the bargaining unit shall be dismissed, disciplined, reduced in rank, or compensation, or have an unsatisfactory evaluation placed in his (her) file, without just cause.

"Just Cause" shall include, but not be limited to the following:

1. Persistent tardiness.
2. Serious or continued failure to complete required reports on time.
3. Serious or continued failure to meet acceptable standards of teaching performance in the classroom as established by the District.
4. Inability to control student behavior.
5. Inadequate command of subject matter.
6. Repeated poor language usage in the classroom.
7. Serious or repeated failure to comply with administration directives.
8. Use of alcohol while on the job.
9. Immorality.
10. Dishonesty.
11. Serious or continued failure to accept assigned duties.
12. Unwarranted abusive criticism of fellow employees in the media, PTO meetings, or other public forums.
13. Serious or continued misuse of sick leave or other leave.
14. Gross insubordination.
15. Serious or continued failure to establish proper rapport in reporting to parents.
16. Serious or continued failure to properly care and account for materials and equipment in their charge.
17. Conviction of a crime involving drugs.

Nothing in this list is intended to contradict any other existing policies in this contract.

ARTICLE IV: PERSONNEL FILES

Section 1.0 Official File

1.1 There shall be one "official" personnel file maintained in the District Office.

Section 2.0 Rights

2.1 Each teacher shall have the right, upon advance request, to review the contents of their own personnel file in the District Office at a time mutually agreeable to both parties. A representative of the Education Association may, at a teacher's personal request, accompany the teacher in this review. The review shall be made in the presence of the Chief School Administrator or someone designated by said official. Privileged information which is specifically exempt from review shall include such confidential credentials and related personal references normally sought at the time of employment. Teachers shall have the right to attach signed rebuttals to any material they consider detrimental or derogatory.

Section 3.0 Copying Privilege

3.1 Teachers may, upon request, receive copies of any materials in their file upon payment of a reasonable fee therefore. This does not include the privilege of copying confidential references or similar materials mentioned in the foregoing section.

Section 4.0 Confidentiality

4.1 No material in a teacher's file will be released to other than District and Board of Education personnel, and this in the course of their duties, without the teacher's express permission. This is not intended to limit candid references requested of the District, or the release of public records and information which is the subject of litigation or administrative procedures.

Section 5.0 Written Defense

5.1 No material derogatory to teachers' conduct, service, character, or personality shall be placed in the files unless teachers have been afforded an opportunity to examine such material. Teachers shall be considered to have been offered an opportunity to examine such material when notified in writing, (1) that such action is contemplated, and (2) that the material is available for inspection in the District Office. Three working days shall elapse from notification of employees, exclusive of the day of notification to that date on which the material is actually placed in the "official file."

5.2 Teachers shall acknowledge that they have read the material available in the District Office by affixing their signatures to the actual copy. Such signatures signify only that teachers have read the material to be filed, and do not indicate agreement, as such, with the contents.

- 5.3 Teachers shall have the right to respond in writing to any material filed; written answers shall be attached to the official file copy. Teachers shall have one month from the date material is entered in the official file, to offer a written rebuttal.

Section 6.0 Criteria: Personnel File Data

- 6.1 Inaccurate, misleading or inappropriate material will be removed from the file if a teacher's claim regarding such material is reached through mutual agreement or the grievance procedure.
- 6.2 Only material filed prior to disciplinary action or dismissal shall be considered in determining whether a teacher shall be disciplined or dismissed.
- 6.3 An incident which has not be reduced to writing within three (3) months of its discovery or its occurrence, whichever is later, exclusive of the summer vacation period, may not be added to the file. Material kept elsewhere than the official district personnel file may not be used in any action which could result in any negative consequences for the teachers.

ARTICLE V: GRIEVANCE PROCEDURE

Section 1.0

A grievance is a claim by an employee or employee group that there has been a violation, misinterpretation, or misapplication of the negotiated employment contract.

Section 2.0

The teacher with a grievance shall, within fifteen (15) school days after the act upon which the grievance is based or the date upon which grievant could reasonably be expected to have known of the act, whichever is later, discuss the matter with the Chief School Administrator. The Chief School Administrator shall endeavor to settle the matter as soon as possible.

Section 3.0

In the event the matter is not settled within five (5) school days, the teacher may submit the grievance in writing to the Grievance Committee of the Association and to the Chief School Administrator. The Grievance Committee of the Association shall within five (5) school days make a judgement of the merits of the grievance. If the Grievance Committee decides either that the grievance lacks merit or that the decision at the first level, Section 2.0, is in the best interests of the Association, it shall so notify the teacher and the Chief School Administrator. If the Grievance Committee decides that, in its opinion, the grievance has merit, it shall within five (5) school days refer the grievance in writing to the Chief School Administrator, who may render a decision on the grievance. If the grievance is unresolved, the grievant may then attend the next regular meeting of the Board of Education for the purpose of considering the problem and resolving it.

Section 4.0

At the next regular meeting of the Board of Education, the Board will consider the grievance and if necessary, ten (10) school days may be used by the Board of Education to reach a decision in the matter. If in the case that more than one (1) grievance is presented, a ten (10) school days period to reach a decision will be allotted for each grievance.

Section 5.0

If no decision is rendered by the Board of Education in ten (10) school days or if the decision rendered is unacceptable to the teacher and/or the Association, the Association may submit the grievance to arbitration. Unless the Association has approved and supported an employee's request for arbitration, the employee may not go to arbitration. If the Association supports the request for arbitration, the Association shall sign a request for arbitration. If the Board of Education and the employee cannot agree upon an arbitrator within ten (10) school days, the two parties will jointly submit the grievance to arbitration under the rules of the American Arbitration Association.

Section 6.0

The arbitrator will set forth in writing, findings and fact, reasoning and conclusions on the said grievance. Decision(s) shall be final and binding on both parties. The arbitrator shall not have power to make any decision which violates existing law or contradicts the provisions, requirements and language of this Agreement; nor shall the arbitrator have the power to modify or change the language or provisions of existing contracts.

Section 7.0

The necessary cost of the arbitration, if any, shall be shared equally by the Board of Education and the Association.

Section 8.0

The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not impair or limit the right of any teacher to pursue any other remedies available in any other form. Excepting, however, that if this grievance procedure is followed to or beyond the arbitration stage, that grievant and his representative waives any other redress, appeal, or adjudication provided in equity or law for exactly the same grievance.

Section 9.0

Any grievance not answered by the District or its representative within the requisite time limit shall be considered decided in favor of the aggrieved. Any grievance not appealed by the Association within the requisite time limit shall be considered in favor of the District.

ARTICLE VI: LEAVES OF ABSENCE

Section 1.0

- 1.1 The Board may grant a leave of absence without pay for any reason, for a period not to exceed two years. While on a leave of absence, the teacher may continue receiving health benefits by paying the premiums normally paid by the Board. All benefits previously accumulated will continue in force for the teacher.
- 1.2 If a leave of absence is for infant care, the submission of a doctor's certificate for the period of disability relating to the pregnancy will result in payment by the District of any accrued sick leave for disabilities occurring prior to an unpaid leave of absence.

A teacher will be entitled to an unpaid leave of absence for a period not to exceed one (1) year.

Return from an unpaid leave of absence will be at the beginning of a school year. Upon return from an unpaid leave of absence, teachers regain all rights and privileges, and return to the same or similar position in their certificated area as that which they left.

The Superintendent of Schools may, in his/her discretion, permit a teacher to return at a time other than the beginning of the school year.

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant an additional one (1) year to the leave of absence provided in Section 1.2.

Section 2.0 Personal Leave Days

- 2.1 Three (3) days per year. Unused personal days will be added to the accumulated sick leave of each teacher.
- 2.2 Approval of personal days must be secured from the Superintendent in advance, except in extraordinary circumstances. Reasons need not be given when requesting personal days except when the day immediately precedes or follows a school vacation. The Superintendent may grant personal leave for those days under extraordinary circumstances.
- 2.3 Personal days will not be used or granted for recreational purposes.

Section 3.0 Sick Leave

- 3.1 Fifteen (15) days per year, accumulative to 190 days maximum.
- 3.2 Teachers shall be notified of accumulated sick leave, plus those available during the current school year, as soon as possible after the first working day of the school year.
- 3.3 Up to three (3) days of sick leave may be used for each occurrence of death in the immediate family (or household).

- 3.4 Any employee who retires with ten or more years of service to the District shall be granted \$30.00 per day for each day of accumulated unused sick leave. Notice to be given ninety (90) days prior to retirement date.

Section 4.0 Sick Leave Bank

- 4.1 Any teacher in the bargaining unit, in the event of a prolonged illness and after having exhausted their personal accumulated sick leave days, may appeal to the Executive Committee of the Association for extra days of sick leave. A waiting period of five (5) working days must occur before drawing days from the bank.

- 4.2 By the first of October of each school year the "sick leave bank" shall be operational and contain a minimum of 45 and a maximum of 150 donated sick leave days in the "bank." The 1984-85 school year will start with 150 days in the "bank."

- 4.3 At any time that the Sick Leave Bank contains less than 45 days, the Association may accept donations up to a maximum Sick Leave Bank of 150 days and subject to a maximum of three days contributed by any one member of the bargaining unit in any school year. A membership list and number of days that have been donated by each member will be maintained.

Sick leave days cannot be donated to the "Bank" by retiring teachers.

Each donator shall sign a release authorizing a deduction of days from their personal sick leave total.

- 4.4 An appeal for extra days of sick leave will be sent to the Association in writing and include the following information:

- a. Nature of illness.
- b. Physician's recommendation.
- c. Estimated number of additional sick leave days needed. A maximum of 30 days may be granted for each request.

- 4.5 The Association will present its findings to the Chief School Administrator or his/her designated representative along with a letter of request, the physician's recommendation, and the number of days donated by the teacher membership.

- 4.6 The Chief School Administrator shall review each individual case and make recommendation to the Board of Education.

- 4.7 The Board of Education will consider such recommendation and if it so chooses may match or add sick leave days donated from the Association bank.

- 4.8 Daily benefits will be calculated by dividing the member's annual salary by 200 for 10-month and 220 for 11-month employees.

- 4.9 If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totaled and this total will be returned to the sick bank.
- 4.10 In the case of undue hardship, an individual may petition the Association for more days and the Association may forward such request to the Chief School Administrator if the Association deems the request worthy of an affirmative response. In such cases, the decision of the Board of Education shall be final.

Section 5.0 Jury Duty

- 5.1 A teacher serving jury duty shall receive full compensation from the District for days served. The teachers shall transmit all jury duty money received to the District exclusive of travel expenses and exclusive of those days which fall on holidays and vacations during the school year. No deduction will be made from leave time.

Section 6.0 Educational Conferences - Visitations

- 6.1 Teachers shall receive paid leave for attendance at, i.e., Professional Conferences within subject areas, visitation in other schools for curricular improvement, and some State meetings, college, NYSUT, and Zone sponsored workshops and meetings.
- 6.2 Leaves of this nature shall be rotated within departments.
- 6.3 Attendance at any given conference or in-service workshop shall require the prior approval of the Superintendent of Schools or his/her designee.

ARTICLE VII: HEALTH INSURANCE

Section 1.0 Hospitalization Insurance

- 1.1 The District will provide a health insurance program through a carrier of its own choice. Any change in carriers, however, acknowledges that basic coverage provisions shall be as good as or better than those provided during the 1983-84 school year.
- 1.2 The District shall pay 100% of the premium cost for individual coverage and 80% for dependents for all teachers employed prior to July 1, 1999. For employees that commence their employment after July 1, 1999, the District shall pay 90% of the premium cost for individual coverage and 80% of the dependent coverage.
- 1.3 The District will implement an IRS 125 extended benefit plan to include healthcare and dental premiums, unpaid medical, dental, vision, and dependent care expenses by July 1, 2000.

Section 2.0 Dental

- 2.1 From July 1, 1999, to June 30, 2004, the District will contribute \$10,000 per school year towards a dental plan.

Section 3.0 Retirement Health Insurance

- 3.1 The District shall maintain health insurance coverage, at the contractual rate, for the retiring teacher and their dependents.

ARTICLE VIII: PAYROLL AND DEDUCTIONS

Section 1.0 Pay Plan

- 1.1 Members of the instructional staff shall be paid every other Friday. Each year, members shall be afforded the opportunity of selecting either 1/21 of the annual salary each pay day, or 1/26 per pay day with 6/26 to be paid on the last pay day in June.
- 1.2 Teachers will be required to indicate on their salary notices the method of payment they select. The plan selected will be continued for the duration of the school year for which the teacher made the selection, unless notification is made on the opening day of school.

Section 2.0 Dues Checkoff

- 2.1 At the request of the Belleville Henderson Education Association, the Board of Education of the Belleville Henderson Central School District agrees to deduct Association dues from teachers' salaries as each teacher individually and voluntarily authorizes the Board to do so.
- 2.2 The Board will transmit monthly to the Treasurer of the Belleville Henderson Education Association such monies deducted for membership.
- 2.3 The Belleville Henderson Education Association shall certify to the Board, in writing, the current rate of membership dues; notifying the Board thirty (30) days in advance of any change in this rate.

Section 3.0 Deduction Procedures

- 3.1 No later than two weeks prior to a payroll date, the Belleville Henderson Education Association shall provide the District Treasurer with a list of all employees and the signed authorization forms of those new employees who have voluntarily authorized the Board to deduct dues for membership.
- 3.2 Deductions shall be made in twenty (20) equal installments for all members authorizing these deductions, and shall remain in full force and effect for all purposes while employed in the Belleville Henderson Central School District, or until revoked by the employee in writing.
- 3.3 New members of the Association shall be responsible for payment of the first pay period's dues directly to the Association. Subsequent dues will be automatically deducted as per agreement.

AGENCY FEE

The following provision will apply to all teachers who are members of their respective bargaining units and who also were either members of the Association or an agency fee payer for the 1983-84 school year. The provision will, also, apply to all teachers who would be members of the bargaining unit hired on or after July 1, 1984.

The provisions will not apply to those people who were bargaining unit members in 1983-84, but neither belonged to their respective Association nor paid an agency fee.

Section 4.0 Agency Fee

- 4.1 Effective July 1, 1984, Belleville Henderson Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Belleville Henderson Education Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.
- 4.2 The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect for the life of this contract.
- 4.3 The agency shop fee deduction shall be made following the same procedures as are applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.
- 4.4 The Union shall create a full legal refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner.
- 4.5 In the event that the District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with the agency shop fee deduction granted by this Agreement, the Union agrees to indemnify the District and to hold it harmless for such expenses. The above language applies only when an agency fee payor initiates litigation concerning agency fee.

Section 5.0 Tax Sheltered Annuities

Tax sheltered annuities shall be available as of September 1971.

- 5.1 The school fiscal year shall be used as the basis of either entering or leaving the program.
- 5.2 Holding company statement has been filed with the Board of Education.

Section 6.0 Credit Union

- 6.1 Payroll deductions to be available for Credit Union as of September 1, 1978.
- 6.2 It is agreed that the District will be responsible for Credit Union processing.

Section 7.0 **Mileage**

- 7.1 Employees who use their personal vehicle for required travel for the District shall be reimbursed at the District mileage rate for actual miles traveled. Required travel shall include necessary travel between multiple work locations, school approved conference travel, and required travel due to meeting attendance as authorized by the Administration.

ARTICLE IX: PROFESSIONAL RESPONSIBILITIES

Section 1.0 **Guidelines**

- 1.1 Teachers who have preparation periods will make themselves available to students, either during that period or at some other time during the day.
- 1.2 Teachers will not leave the building during regular school hours without securing permission from the office.
- 1.3 Plan books are to be updated and available for submission at the Chief School Administrator's request, with outlined plans for the remainder of the school week.
- 1.4 All full-time teachers should, when necessary, either at the teacher's own initiative or at the request of students, remain after school to provide individual help to students.
- 1.5 Teachers shall be responsible for maintaining in good condition, beyond wear of normal usage, all furniture, equipment and other school owned property under their supervision.

Section 2.0 **Student Discipline**

- 2.1 Basic responsibility for student discipline rests with classroom teachers. Both classrooms and study halls are to be operated on a high level of pupil orderliness and obedience. A teacher's responsibility in this area extends to the entire student body rather than merely the immediate grade or class situation. Only extreme cases of misbehavior are to be sent to the Administration.

Section 3.0 **Support - The Comprehensive Program**

- 3.1 Participation, support of, and attendance at (as monitor, possibly) non-profit activities coming under direct sponsorship of the school, including PTO, that tend to enhance the total school program, should be encouraged. Where teachers are requested to participate in such activities, advance planning, assigning on a rotating basis and conferring with the teachers involved prior to the activity will be practiced.

ARTICLE X: SALARY

Section 1.0

The District agrees to increase teacher salaries as follows: Based on the total salary costs and staffing for the 2003-2004 school year, the attached salary schedule reflects a total salary increase of 4% for 2004-2005, including increment and longevities. Schedule is attached.

Section 2.0 Coaching Salaries

2.1 Coaches' salaries shall be based on the following percentages of the individual coach's teaching salary:

Boys Varsity Basketball	7.5%
Boys Varsity Soccer	7.0%
Girls Varsity Soccer	7.0%
JV Boys Basketball	6.5%
Varsity Volleyball	7.5%
Varsity Softball	6.5%
Varsity Baseball	6.5%
Varsity Tennis	4.5%
JV Volleyball	5.5%
JV Baseball	4.5%
All Modified Sports	3.5%
Varsity Cheerleading	4.5%
JV Cheerleading	3.5%

JV Soccer 6.7%
make, 7/14/05
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Section 3.0 Extra-curricular Duties

3.1 Teachers chaperoning dances, games and concerts and other out-of-school events will be paid at \$40.00 per event for the duration of this agreement.

3.2 The following extra duties will be paid based on the following stipend or percentage of the individual's teaching salary:

Athletic Coordinator	\$1,500
Art Club	\$500
SADD	\$500
Curriculum Council	\$750
Scorekeeper	\$50/night
Timekeeper	\$50/night
Senior Class Advisor	\$750
Junior Class Advisor	\$500
Sophomore Class Advisor	\$250
Freshman Class Advisor	\$250
FFA Advisor	4.0%
FHA Advisor	2.5%
Musical	3.0%
Senior Play	2.5%
Yearbook	4.0%
Honor Society (for each advisor)	1.0%

3.3 Class Advisor Assignments

The District shall seek volunteers for class advisor duties. The District reserves the right to appoint bargaining unit members to positions if no volunteers are forthcoming or if more than one person volunteers or if it believes the appointment would be in the best interests of the District and students. A teacher who volunteers is not guaranteed appointment by the Board.

ARTICLE XI: MISCELLANEOUS PROVISIONS

Section 1.0

- 1.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement. Before the Board adopts a change of policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days of receipt of such notice.

Section 2.0

- 2.1 In the event that circumstances arise make it necessary for the District to consider a reduction in the number of professional positions or the elimination of existing programs, the District shall, as soon as practicable, notify the Association President and shall afford the Association a reasonable time to respond with information it considers appropriate.
- 2.2 The Belleville Henderson Education Association and the Belleville Henderson Central School District agree to commit themselves to participate in ongoing discussions to find more economical ways of serving our school population, specifically including sharing services with neighboring districts, tuitioning and other methods identified as areas of interest by the Board of Education.

Section 3.0

- 3.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 3.2 Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall expressly be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

Section 4.0

- 4.1 Credit will be given with the furnishing of transcript or other official document for courses taken on graduate level with the Chief School Administrator's prior approval, with the criteria being that such work improves teaching skills and/or enhances the fund of knowledge within the teacher's subject matter area.
- 4.2 In-service credit shall be granted at the rate of one (1) hour of credit for every fifteen (15) hours of course attendance for all in-service courses taken during non-school hours as approved by the Superintendent.
- 4.3 It is the responsibility of the teacher to notify the Chief School Administrator of any change in credit status which might be approved by him/her. This notice will be submitted by the teacher.
- 4.4 In-service credits will be earned the same as graduate hours on the salary schedule. In-service credit will not be given for which the teacher receives compensation from the District.
- 4.5 Approved in-service credit will be limited to one-third the total number of academic credits at the graduate level for each teacher.

Section 5.0

- 5.1 If any provision of this Agreement or any application of the Agreement to any teacher or any group of teachers shall be found contrary to Law, then such provision or application shall not be deemed valid and subsisting except as permitted by Law, but all other provisions or applications shall continue in full force and effect.

Section 6.0

- 6.1 Copies of this Agreement shall be printed at the expense of the Board and open to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE XII: EQUALITY OF OPPORTUNITY

Both parties to this Agreement acknowledge and warrant that in regard to the educational programs and activities of the District, no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of sex, racial origin, or religious conviction.

ARTICLE XIII: TEACHER WORKDAY

Section 1.0

The length of the teacher instructional workday shall be 7 hours and 20 minutes. Teachers are expected to attend faculty, parent, student, and other meetings outside the hours of that workday.

Section 2.0

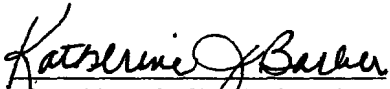
At the junior-senior high level, a full time teaching load will consist of teaching no more than five (5) or six (6) classes per day including labs. The district will provide at least one (1) preparation period per day exclusive of a duty free lunch period, with the rest being supervision. Exceptions may be made by mutual agreement.

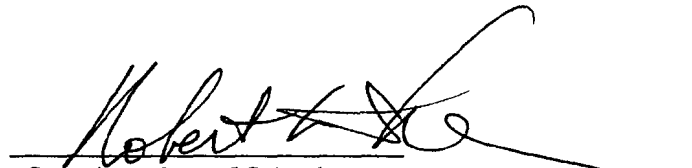
ARTICLE XIV: SCHOOL CALENDAR AND WORK YEAR

The Superintendent will request and consider calendar proposals from the President of the Association so as to facilitate teacher participation in drafting the school calendar.

**ARTICLE XV: AGREEMENT BETWEEN PUBLIC EMPLOYEES AND
EMPLOYEE ORGANIZATIONS SECTION 204-A, CIVIL SERVICE LAW**

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


President, Belleville Henderson
Education Association


Superintendent of Schools

Date: 7/14/05

Date: 14 July 05

2004-05 BELLEVILLE-HENDERSON TEACHER SCHEDULE

		847 4.00%								MA	MA6	MA12	MA18	MA24	MA30
STEP	BA	BA6	BA12	BA18	BA24	BA30	BA36	BA42	BA48	BA54	BA60	BA66	BA72		
270	1	31504	31774	32044	32314	32584	32854	33124	33394	33664	33934	34204	34474	34744	
1085	2	32589	32859	33129	33399	33669	33939	34209	34479	34749	35019	35289	35559	35829	
	3	33689	33959	34229	34499	34769	35039	35309	35579	35849	36119	36389	36659	36929	
	4	34804	35074	35344	35614	35884	36154	36424	36694	36964	37234	37504	37774	38044	
	5	35934	36204	36474	36744	37014	37284	37554	37824	38094	38364	38634	38904	39174	
	6	37079	37349	37619	37889	38159	38429	38699	38969	39239	39509	39779	40049	40319	
	7	38239	38509	38779	39049	39319	39589	39859	40129	40399	40669	40939	41209	41479	
	8	39414	39684	39954	40224	40494	40764	41034	41304	41574	41844	42114	42384	42654	
	9	40604	40874	41144	41414	41684	41954	42224	42494	42764	43034	43304	43574	43844	
	10	41809	42079	42349	42619	42889	43159	43429	43699	43969	44239	44509	44779	45049	
	11	43029	43299	43569	43839	44109	44379	44649	44919	45189	45459	45729	45999	46269	
	12	44264	44534	44804	45074	45344	45614	45884	46154	46424	46694	46964	47234	47504	
	13	45514	45784	46054	46324	46594	46864	47134	47404	47674	47944	48214	48484	48754	
	14	46779	47049	47319	47589	47859	48129	48399	48669	48939	49209	49479	49749	50019	
	15	48059	48329	48599	48869	49139	49409	49679	49949	50219	50489	50759	51029	51299	
	16	49354	49624	49894	50164	50434	50704	50974	51244	51514	51784	52054	52324	52594	
	17	50664	50934	51204	51474	51744	52014	52284	52554	52824	53094	53364	53634	53904	
	18	51989	52259	52529	52799	53069	53339	53609	53879	54149	54419	54689	54959	55229	
	19	53329	53599	53869	54139	54409	54679	54949	55219	55489	55759	56029	56299	56569	
	20	54684	54954	55224	55494	55764	56034	56304	56574	56844	57114	57384	57654	57924	
	21	56054	56324	56594	56864	57134	57404	57674	57944	58214	58484	58754	59024	59294	
	22											60139	60409	60679	