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TA 4529

AGREEMENT BETWEEN

BAINBRIDGE-GUILFORD CENTRAL SCHOOL

SUPERINTENDENT

-and-

**BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION
NYSUT, AFT, AFL-CIO, LOCAL 2482**

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2004 - 2009

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, to encourage and increase effective and harmonious working relationships between the District and the professional employees of the District represented by the Association, this Agreement is made and entered into on _____ by and between the District and the Association.

ARTICLE I - DEFINITIONS

- A. Association shall mean the Bainbridge-Guilford Teachers Association.
- B. Board shall mean the Board of Education of the Bainbridge Guilford Central School District.
- C. Chief Executive Officer, shall mean the Superintendent of the Bainbridge-Guilford Central School District.
- D. District shall mean the Bainbridge-Guilford Central School District.
- E. Immediate Supervisor shall mean the building principal or CSE Chairperson/Special Education Coordinator in charge of a specific school within the Bainbridge-Guilford Central School District.
- F. Teacher shall mean those persons regularly appointed by Board action for a period of one semester or more, including Licensed Teaching Assistants (LTA's), and Registered Nurses (RN's), whose major function is the instruction or guidance of pupils and excluding administrative personnel such as Chief Executive Officer, Assistant Superintendent, high school principal, middle school principal, elementary school principal, CSE Chairperson/Special Education Coordinator, and business administrator.

ARTICLE II - REPRESENTATION AND RECOGNITION

In compliance with Article 14 of the Civil Service Law and with the Rules and Regulations of the Public Employment Relations Board, the District agrees to recognize the Association as the exclusive representative of all teachers. A list of the members of the Association will be submitted upon request to the Chief Executive Officer by November 15 of each school year. As changes in the list occur after November 15 they will be reported to the Chief Executive Officer.

ARTICLE III - NEGOTIATIONS

- A. The District agrees to recognize a negotiation team of not more than five (5) members and to limit its negotiating team to not more than five (5) members. Both the District and the Association reserve the right to have available not more than three (3) resource persons at any negotiating session. The President of the Board and the President of the Association may be present at any negotiating session as observers.
- B. In the event either party wishes to amend this agreement, notice may be given by February 1, 2009 during the life of this agreement listing those items for probable negotiation. During the first mutually agreed upon meeting after the notice of amendment is given, both parties shall exchange their complete package with the other. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of this agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1st, or at such other time as may be mutually agreeable to the parties. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- C. 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 assigned amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of this agreement and which have not been proposed by the Association, the Board will notify the Association in writing that it is planning such a change. The Association will have the right to negotiate the impact of such items with the Board, provided that it files such a request with the Board within five (5) days after receipt of such notice.
- D. Copies of this agreement shall be made available to every person covered by the contract provision. This shall be done by the Chief Executive Officer as soon as possible after the school year begins or immediately after employment within the district if this occurs later. The Board and Association shall share the cost of producing the contract.

ARTICLE IV - PROFESSIONAL COMPENSATION

A. Salaries

1. The District shall put into effect the following salary schedules:

<u>STEP</u>	<u>INDEX</u>	<u>04-05</u> <u>SCHED.</u>	<u>05-06</u> <u>SCHED.</u>	<u>06-07</u> <u>SCHED.</u>	<u>07-08</u> <u>SCHED.</u>	<u>08-09</u> <u>SCHED.</u>
1	1	31,470	32,095	32,737	33,710	34,705
2	1.015	31,942	32,576	33,228	34,216	35,226
3	1.03	32,414	33,058	33,719	34,721	35,746
4	1.05	33,044	33,700	34,374	35,396	36,440
5	1.07	33,673	34,342	35,029	36,070	37,134
6	1.09	34,302	34,984	35,683	36,744	37,828
7	1.11	34,932	35,625	36,338	37,418	38,523
8	1.13	35,561	36,267	36,993	38,092	39,217
9	1.15	36,191	36,909	37,648	38,767	39,911
10	1.17	36,820	37,551	38,302	39,441	40,605
11	1.195	37,607	38,354	39,121	40,283	41,472
12	1.22	38,393	39,156	39,939	41,126	42,340
13	1.245	39,180	39,958	40,758	41,969	43,208
14	1.27	39,967	40,761	41,576	42,812	44,075
15	1.295	40,754	41,563	42,394	43,654	44,943
16	1.32	41,540	42,365	43,213	44,497	45,811
17	1.35	42,485	43,328	44,195	45,509	46,852
18	1.38	43,429	44,291	45,177	46,520	47,893
19	1.41	44,373	45,254	46,159	47,531	48,934
20	1.44	45,317	46,217	47,141	48,542	49,975
21	1.48	46,576	47,501	48,451	49,891	51,363
22	1.52	47,834	48,784	49,760	51,239	52,752
23	1.56	49,093	50,068	51,070	52,588	54,140
24	1.6	50,352	51,352	52,379	53,936	55,528
25	1.64	51,611	52,636	53,689	55,284	56,916
26	1.68	52,870	53,920	54,998	56,633	58,304
27	1.72	54,128	55,203	56,308	57,981	59,693
28	1.76	55,387	56,487	57,617	59,330	61,081
29	1.8	56,646	57,771	58,927	60,678	62,469
30	1.84	57,905	59,055	60,236	62,026	63,857
31	1.88	59,164	60,339	61,546	63,375	65,245
32	1.92	60,422	61,622	62,855	64,723	66,634
33	1.96	61,681	62,906	64,165	66,072	68,022
34	2	62,940	64,190	65,474	67,420	69,410
35	2.04	64,199	65,474	66,783	68,768	70,798
36	2.08	65,458	66,758	68,093	70,117	72,186
37	2.12	66,716	68,041	69,402	71,465	73,575
38	2.16	67,975	69,325	70,712	72,814	74,963

2. Placement on the salary schedule does not necessarily reflect years of teaching service.
3. Each returning unit member who was employed in the preceding school year shall advance one step on July 1, 2004; on July 1, 2005; July 1, 2006; July 1, 2007; and July 1, 2008. There will be no step movement except on those dates.
4. Each teacher's annual salary shall be determined with the use of the following:
 - a. I = index number associated with step in the schedule
 - b. C = number of approved graduate hours
 - c. M = stipend for completed Masters' degree (\$500)
 - d. B = base salary at step 1

Salary = (Ix B)+(Cx\$40)+M, e.g., teacher at step 12 with 40 graduate hours and a Masters' degree:

$$\begin{aligned}
 I &= 1.22 \\
 B &= \$38,393 \\
 M &= \$500 \\
 C &= \$1600 (40 \times \$40) \\
 \$38,393 + \$1600 + \$500 &= \$40,493 \text{ (annual salary)}
 \end{aligned}$$

5. The salary schedule used to determine the compensation of the Nurse Practitioner shall be the same as listed in Section A, 1.
- B. Teachers will be paid \$40.00 per approved graduate level credit hour. The District shall recognize hours of graduate credit granted by an accredited institution of higher learning. Such hours shall be appropriate to the member's tenure area. Any course not part of an approved program leading to a recognized degree in education as certified by the State Education Department must be approved by Chief Executive Officer. The District may recognize hours of undergraduate credits granted by an accredited institution of higher learning. Such hours shall be appropriate to the teacher's tenure area and shall require prior approval of the Chief Executive Officer.
 - C. Payment for graduate credits will be limited to a maximum of 90 hours beyond a Bachelor's Degree or 60 hours beyond a Master's Degree.
 - D. Salary adjustments for graduate credits earned will be made twice during the school year. Official transcripts must be submitted prior to November 1 and March 1 each year for said adjustment.
 - E. Credit for inservice training will be granted as follows only where no specific number of course credits has been designated by college/organization responsible for the workshop.
 1. One hour of credit will be granted for each 15 hours of inservice class work.
 2. A maximum of nine credits will be given per summer/semester of inservice class work.

(NOTE) The terms inservice and workshop are interchangeable.

In-service credit hours shall be cleared with the Chief Executive Officer prior to taking the course(s). The teacher must submit the appropriate documentation after completing the approved inservice work.

- F. An employee will be paid an additional \$500 in salary upon receipt of the first approved Masters' program.
- G. The District shall put into effect the salary schedules for coaching assignments as set forth in Appendix A.
- H. The District shall put into effect the salary schedules for extra curricular activities as set forth in Appendix B.
- I.
 - 1. Each teacher involved in curriculum development with prior authorization from the building administrator and the Chief Executive Officer shall be paid at the rate of fifteen dollars and fifty cents (\$15.50) per hour (eighteen dollars [\$18] per hour effective July 1, 2006). The compensated curriculum development must be done during the months of July or August, or outside of regular working hours. Regular working hours includes after-school meetings called by the Administration and department heads.
 - 2. Each teacher involved in staff development activities during the months of July or August with proper prior authorization shall be paid at the rate of thirteen dollars and fifty cents (\$13.50) per hour (fifteen dollars [\$15] per hour effective July 1, 2006).
- J. Guidance Counselors shall be paid an hourly rate equivalent to 1/1400th of their annual base salary for work assigned beyond the teacher's regular work year.
- K. The parties will develop a new department head procedure. When such has been agreed to, it will become a part of this Agreement.

ARTICLE V - DUES DEDUCTION

- A. The District agrees to deduct from the salaries of its teachers dues for the Association when said teacher individually and voluntarily authorizes the District to so deduct.
- B.
 - 1. The Association shall certify to the District in writing the current rate of membership dues at least ten (10) days prior to the second payroll in September.
 - 2. If the rate of membership dues changes, the Association shall give the District at least ten (10) days written notice prior to the first payroll in January.
- C.
 - 1. Deductions for those teachers who have authorizations on file will be made from nineteen (19) paychecks beginning with the second payroll in September.
 - 2. Deductions for those teachers who do not have authorizations on file will be made from the remaining paychecks of the nineteen (19) checks referred to in section 1 above beginning with the first paycheck which falls beyond ten (10) days from the date the teacher files the authorization form.

- D. 1. No later than September thirtieth (30) of each year, the District shall, if requested by the Association President, provide the Association with a list of those employees who have voluntarily authorized the District to deduct membership dues.
- 2. The District shall, if requested by the Association President, notify the Association monthly of any change in such list.
- E. Dues deduction authorization shall be submitted on the form prescribed in Appendix D.
- F. Amounts deducted in accordance with the terms of this Article shall be transmitted to the Association Treasurer monthly.
- G. Payroll deductions shall be made for and remitted to the NYSUT Benefit Trust, when said teacher individually and voluntarily authorizes the District to so deduct.

ARTICLE VI - LEAVES OF ABSENCE

A. Sick Leave

- 1. Each teacher will be credited fourteen (14) days per school year accumulative to one hundred eighty-five (185) (two hundred [200] effective July 1, 2006) days. Employees on an unpaid leave or working less than a full year will be prorated, based upon the number of months of paid employment (half or more of the work days in a month receive credit for the month).
- 2. When a teacher reaches the 185 (200 effective July 1, 2006) day maximum, the remaining annual allotted sick leave days will be available to the teacher before usage of the accumulated sick leave days.
- 3. A teacher may be allowed to use his/her sick leave for serious illness in the immediate family (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person residing in the teacher's household) for the purpose of being with the seriously ill person.
- 4. By October 1 of each year written notice will be given to each teacher indicating the amount of accumulated sick leave.

B. Sick Leave Bank

- 1. The parties will establish a Sick Leave Bank for use by the employees.
- 2. The agreed to Bank is attached as Appendix E.

C. Personal Business Leave

Each teacher shall be allowed up to three (3) paid absence days to conduct personal business. Employees on an unpaid leave or working less than a full year will be prorated, based upon the

number of months of paid employment (half or more of the work days in a month receive credit for the month). Personal leave is for business that cannot be conducted at any other time than during the regular school day. Personal days may not be taken for the purpose of extending holidays or recesses. Personal days may not be taken for personal gain, recreation, or convenience. Unless there is an emergency, teachers wanting to take a day for personal business will notify their administrator at least twenty-four (24) hours prior to the day of the leave. No teacher shall be required to provide a reason for the use of personal leave. Unused days shall be added to accumulated sick leave.

The following list provides possible reasons, but not all, for the use of personal leave:

- a. funeral of close friend
- b. wedding
- c. graduation of child, spouse, self
- d. real estate closing
- e. legal business

The following list provides possible reasons, but not all, for the denial of personal business leave:

- a. vacation, shopping
- b. athletic and/or recreational activities (i.e., hunting, skiing, fishing, etc.)

D. Attendance Incentive

An incentive will be paid to teachers each school year who have excellent attendance. Personal Business Days, Personal Illness Days, and Family Illness Days will be included for the computation of this incentive. The payment will be made at the end of the school year, after certification of attendance can be made. The following incentive schedule will be implemented:

<u>Days Used</u>	<u>Incentive</u>
0 days	\$200
1 day	\$150
2 days	\$100
3 days	\$ 50

E. Other Leaves (not accumulative)

1. Each teacher will be allowed up to two (2) days in the event of an emergency such as fire, flood, or hurricane. If additional days are needed, personal business days may be used for this purpose.

It is understood by both parties to this agreement that the word emergency, as used above, is broadly interpreted. However, when school is declared in session, the teacher is expected to be able to travel from his/her home to the school in which he/she teaches. In order for such leave to be granted, it is assumed that it is totally unreasonable for the teacher to be in attendance at school that day due to acts of nature or other major calamities. The teacher will be expected to document the fact that a major emergency or calamity did exist.

2. A teacher serving on a jury shall be compensated by the difference between the teacher's regular salary and the amount of compensation received as a juror.
3. A teacher may be allowed up to five (5) days for a death of parents, spouse, child, or foster child. A teacher may be allowed up to three (3) days for the death of grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law. If additional days are needed, the Chief Executive Officer may approve the time.
4. There are occasions when a teacher needs to be relieved of his/her responsibilities for less than one-half (1/2) day. On those occasions, a teacher may request from his/her building principal that the release time be granted without resorting to use of the teacher's personal or sick leave. Approval of the teacher's request is at the sole discretion of the Administrator involved.
5. Religious leave will be granted per Executive Law Section 296.

F. Family Leave

A teacher will be granted a family leave of up to one year for the purpose of bearing, adopting, or rearing his/her child. A teacher may be granted a family leave for an additional year upon approval of the Board of Education. Notification in advance shall be made to the Chief Executive Officer at least forty-five (45) calendar days prior to the onset of the leave; provided, however, that the District will waive this requirement in emergency situations. The family leave of absence shall be without pay, increments, benefits or the accrual of such during the leave; provided, however, that an eligible teacher may continue coverage under the District's insurance plan by reimbursing the District for the full cost of the coverage. The teacher will return at the beginning of a semester, except with the agreement between the teacher and the Chief Executive Officer. The District recognizes that a teacher upon returning maintains all of his/her accrued rights and benefits.

G. Military Leave

Board will extend all of the rights and privileges and will comply in all respects with the provisions of Section 242 and 243 of the Military Law.

H. Unpaid Leaves Of Absence

A teacher may be granted an unpaid leave of absence not to exceed one (1) year at the discretion of the Board of Education. A request for a leave of absence not exceeding three (3) days may be granted by the Chief Executive Officer, if such request cannot be timely acted upon by the Board of Education. If the leave of absence exceeds more than one half (1/2) the number of working days in any month, the leave shall be without benefits or the accrual of such, provided however, that an eligible teacher may continue coverage under the District's medical and dental plans by reimbursing the District for the full cost of such coverage. The teacher shall submit a request for such leave to the Chief Executive Officer as far in advance as possible. The District recognizes that a teacher, upon returning, maintains all of his/her accrued rights and benefits.

I. Sabbatical Leave

1. Purpose

- a. A sabbatical leave shall be an opportunity for a teacher to improve himself/herself as a teacher, and at the same time for the school district to contribute with the expectation that such improvement will be reflected in the total school program.
- b. Sabbatical leaves may consist of programs of study research, writing, or travel.

2. Eligibility

- a. A teacher with six years of consecutive teaching is eligible for a sabbatical leave with a guarantee that he/she will return to the school district for the next two years.
- b. A teacher with seven years of consecutive teaching is eligible for a sabbatical leave with a guarantee that he/she will return to the school district for the following school year.
- c. If a teacher fails to return after a sabbatical leave, he/she must repay the school system the sabbatical leave salary, prorated over the period of his/her unfilled obligation.
- d. A leave of absence does not constitute a break in years of consecutive teaching.

3. Quota

- a. A maximum of two teachers for any school year either as full or half-year sabbaticals.
- b. Emphasis will be placed on distributing the two sabbaticals between secondary and elementary teachers as much as possible.

4. Compensation

A teacher receiving a sabbatical leave will receive either one-half of his/her regular salary during a full year's leave or full salary during a half-year leave.

5. Guarantee

Each returning staff member is guaranteed:

- a. Reappointment to his/her former position.
- b. Salary credit for leave as if it were local teaching experience.
- c. Salary recognition for any college credits earned during the sabbatical.
- d. Continued membership and credit in the retirement system.
- e. Continued coverage by the group insurance plan.
- f. That sick leave accumulated prior to the sabbatical will be credited to the employee upon his/her return.

6. Application

- a. An application for a sabbatical leave, to be effective the first half of the school year, shall be submitted on or before February 1 of the preceding school year.
- b. An application for a sabbatical leave, to be effective for the second half of a school year, shall be submitted on or before September 1 of that school year.
- c. The application shall state fully the purpose or purposes for which the leave is requested. It shall then be submitted to the Chief Executive Officer who shall refer it to the Sabbatical Leave Committee, consisting of four members appointed by the Board and four members elected by the Association. The committee shall review the application and make recommendations to the Board of Education. In all cases, the final decision to grant a sabbatical leave will be at the discretion of the Board of Education.
- d. The candidate will be notified by the Board of Education relative to granting a sabbatical leave by April 15 and November 15 following the application.

7. Reports

Upon completion of the sabbatical leave, the teacher should submit a written report to the Chief Executive Officer for transmittal to the Board of Education with sufficient information to show whether the leave accomplished its immediate purpose and to aid in evaluating the entire leave program.

J. Professional Conferences and Visitations

1. Teachers may be allowed to attend professional conferences without loss of pay and the District will compensate the teachers for all reasonable expenses incurred in attending said conferences.
2. Teachers may be allowed to attend school visitations without loss of pay and the District will compensate the teacher for all reasonable expenses incurred in attending such visitations.
3. Requests for the above professional conferences and visitation days must be submitted a month in advance, if possible, and must be approved by the immediate supervisor and the Chief Executive Officer.

ARTICLE VII - MEDICAL, DENTAL, AND LIFE INSURANCE PLANS

- A. The District agrees to pay 95% for individual coverage and 85% for family coverage. The above formula shall be applied to:

1. Health Plan
2. Life Insurance (Employee)
3. Life Insurance (Dependent)

Effective July 1, 2006, the employee will have the option of participating in Plan A of the insurance plan with the District contributing the same dollar amount it contributes towards Plan B. Employees may enroll in either Plan during the open enrollment periods.

- B. The Board agrees also to pay \$1.00 per month per teacher towards the cost of an Income Protection Plan. The \$1.00 figure is based on 100% participation by the Bainbridge-Guilford faculty. If the number of teachers who elect this coverage is below 100%, the amount per teacher the Board has agreed to contribute will be increased proportionally.
- C. The Board agrees to make available to retired teachers the identical Health Plan they would enjoy if teaching. The retired teacher will remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on the rates as charged the Board by the carrier.

The District will pay fifty percent (50%) of the premium of the employee rate only for retired teachers retiring after July 1, 1988 who meet the following conditions:

1. Teachers must have served for fifteen (15) continuous years in the Bainbridge-Guilford School District.
2. Teachers must be eligible to retire under the N.Y.S. Teachers' or Employees' Retirement System.

For teachers retiring after July 1, 2004 and who meet the above conditions, the District will pay fifty-five percent (55%) of the premium of the employee rate only.

The District will pay its share of the premium until the retired teacher reaches age 65. The teacher may cover eligible dependents by paying the full premium.

- D. The District shall provide a dental benefit package offered by GE Financial. The District shall pay sixty-five percent (65%) of the premium for either individual or family coverage.
- E. The District will make available to each bargaining unit member the benefits of the IRS Section 125 Flexible Benefit Plan.

ARTICLE VIII - TEACHING CONDITIONS

Recognizing the teacher as a professional, it is assumed that he/she shall be on his/her own recognizance during his/her preparation time and that he/she may leave the building and school grounds, provided the building principal does not object. A reason must be given to the building principal before leaving. Each building principal will establish a procedure to be followed in the event of his/her absence from the building.

A. School and Teaching Hours

The school day for teachers will be seven (7) hours and fifteen (15) minutes between the hours of 7:30 a.m. and 4:00 p.m. All teachers will have a minimum of thirty minutes duty free for lunch. If during final exam (Regents) week teachers do not have assigned duties and wish to do school work at home, they may make such request in person on the day of the proposed absence to the building principal who will then give his/her approval to such request.

The school year shall be no longer than September 1 to June 30 and shall include no more than one hundred eighty-six (186) work days.

- B.
1. Class size should not exceed twenty-eight (28) students in either the elementary or middle-senior high school except in large group or team teaching situations.
 2. In special situations such as technology, home and career skills, and science laboratories, the recommendations of the teacher as to maximum group size will be considered so that safe and proper utilization of available equipment may be arranged.

C. Preparations and Teaching Load

1. The normal work load for Middle and Senior High School teachers shall be a maximum of four (4) different preparations except in unusual circumstances. If due to unusual circumstances a teacher is assigned a fifth preparation, his/her preparation time shall be doubled.
2. Each teacher shall have a minimum of one (1) unassigned period per day for preparation and evaluation.
3. Teachers will accompany their class to a scheduled assembly and remain with the class at the assembly for the purpose of supervision.
4. Any teacher unable to attend his/her scheduled assignment shall notify the building principal the day before the absence (if known) or the teacher registry the day of the absence. The building principal will make every effort to replace the teacher with a qualified substitute. No teacher shall be required to substitute for another during his/her unassigned period. If an emergency occurs, a teacher may be asked to substitute; however, he/she reserves the right to refuse such assignment. Such refusal shall not be subject to reprisal.

Any absence known to the building principal on the day previous to the absence shall not be normally considered to constitute an emergency.

If the vacancy is anticipated to be for at least four consecutive weeks, the substitute shall assume all of the duties of the regular classroom teacher.

5. A Middle or Senior High School teacher shall not be required to have more than five (5) instructional periods per day except with the agreement of the teacher. In elementary schools every effort will be made to equate the time to instructional time of high school teachers.

6. Part-time teachers

- a. Teachers who are employed on a less than full time basis will be employed under the terms and conditions of the BGTA contract as follows:
 - i. A full week is calculated on the basis of the established work week, excluding the lunch period.
 - ii. Teachers employed 50% or more per week of a regular teacher's schedule will receive salary and benefits pro-rated on that percent, (e.g., a half-time teacher would be eligible to receive seven [7] full days or fourteen [14] half days of his/her work days as sick days, based on a full time allotment of fourteen [14] days) and health and dental insurance at the contribution rates as listed in this Agreement.
 - iii. Excluded are hourly teachers hired on a less than half time basis per week on a regular basis, and those who may work an irregular schedule that periodically exceeds half time. Salary, sick leave, and personal business leave will be calculated effective with the first date of regularly scheduled employment of half time or more per week.
 - iv. Teachers employed for less than fifty percent of a regular teacher's schedule are considered incidental and not eligible for benefits as outlined herein.
 - v. Teaching responsibilities and preparation time will be prorated to a regular full time teacher's work day.
- b. Teachers who are employed on a full time basis for more than a semester but less than a full school year will be employed under the terms and conditions of the BGTA contract as follows:
 - i. Sick Leave and Personal Business Leave will be prorated, based upon the number of months of paid employment (more than half of the work days in a month receive credit for the month).

D. Semestering and Block Scheduling

Notwithstanding paragraph C. Preparations and Teaching Load, paragraphs 1, 2, and 5, for the time that the District schedules instructional classes in the High School and Middle School by either blocking or semestering, the following shall apply:

1. The Middle School or High School teacher shall not be required to have more than six instructional periods per day and per year except with the written agreement of the teacher. This translates into having no teacher being assigned to more than six (6) classes (three [3] double periods) or two hundred seventy (270) instructional minutes per day each semester. This includes both regular and remedial instruction.

2. Each teacher shall have a minimum of one (1) double unassigned period per day for preparation and evaluation. Preparation and planning time should be used for individual preparation and planning and for preparation and planning with special education teachers and remedial staff. Teachers may be scheduled without a double unassigned period as long as they have at least two (2) unassigned periods within the course of each day. Whenever a Middle School teacher is scheduled with three (3) unassigned preparation periods, one (1) of these periods may be used for team preparation and planning. Whenever a Middle School teacher is scheduled with two (2) unassigned preparation periods, the team may arrange for team planning.
3. All teachers will have a minimum of thirty (30) minutes duty free lunch.
4. Each day may include no more than thirty (30) minutes of advisory activities. Such time may include student advisory, silent reading, office hours or assist time. All of these activities are to be scheduled by the teacher.
5. The goal of the District is to have the following teaching loads:
 - a. In K-5, twenty (20) students or less;
 - b. In a semestered/blocked schedule, sixty (60) students per day;
 - c. In a nonsemestered/nonblocked/mixed schedule, ninety (90) students per day.

The District shall use a variety of strategies to attain this goal. Both parties understand that there may be anomalies that necessitate numbers in excess of these guidelines (e.g., an unusually large grade, scheduling difficulties, and limited class offerings). As soon as an anomaly occurs the affected teacher and the Association will be notified and their input solicited. The special areas, including Art, Music and Physical Education, should not have a class size of more than twenty-eight (28) students except in large group or team teaching situations.

E. Teacher Facilities

The Board recognizes that adequate facilities are necessary if the teacher is to do the most efficient job possible.

- F. It is recommended that after-school meetings called by the Administration be limited to one (1) per week and will not exceed 45 minutes past or prior to the school day. No teacher shall be required to attend more than one (1) meeting per week called by a building administrator or curriculum coordinator.

G. Educational Issues Committee

1. The committee shall consist of two representatives appointed by the BGTA (one from elementary and one from secondary) and two representatives from the Administration. On occasion if needed, a member of the corresponding Board committee may be invited to attend.

2. The purpose of the committee will be to study issues of educational interests to either of the parties. Issues involving terms and conditions of employment shall not be resolved by the committee.
 3. The committee shall not be required to meet more than four times per school year. The dates of the meetings shall be mutually agreed upon by the members of the committee. Any meetings beyond the four may be established by mutual consent of the parties.
 4. The committee shall work from an agenda either established at the preceding meeting or one proposed by the party requesting the meeting.
 5. Any action of the committee shall be undertaken as the result of majority vote of the four members.
 6. The Board agrees to consider the recommendations of the committee.
- H. Physical Education and Health Teachers hired after July 1, 1982 may be required to coach two sports during the school year. Such coaching assignments shall be paid at the rate established in Coaches Salary Schedule appended to this Agreement.
- I. School calendar shall be devised cooperatively between the B-G Teachers Association and the Board or Administration. Cooperatively shall be construed to mean that advance suggestions will be sought from the Association before a tentative calendar is prepared. Before a tentative calendar goes to the Board in final form, it shall be given to the Teachers Association for reaction and discussion.

ARTICLE IX - TEACHER EVALUATION

The following policy will govern all teacher observation and evaluation:

- A. Formal observations/evaluations of teachers will be conducted openly without the use of surveillance devices.
- B. The results of observations for evaluation shall be reduced to writing. Following each observation a conference shall be held between the observed teacher and the observer within five (5) school days of the observation. The written report of the observation shall be made available to the teacher being evaluated during this conference. A teacher may attach to or on the end of the evaluation form, any written comment or reply he/she deems necessary. This report shall be kept in the teacher's personnel file and the teacher shall acknowledge that he/she has received such report by affixing his/her signature to the end of the report. This signature shall in no way indicate agreement or disagreement with the contents thereof.
- C. Probationary teachers denied tenure or not being continued for employment will be so notified sixty (60) days prior to the proposed termination of the Chief Executive Officer's intentions. In extraordinary circumstances this does not preclude a shorter notification date as per the Education Law if the Chief Executive Officer determines that conditions warrant it. The above date shall not be restrictive to the District in the event of possible staff reductions due to declining enrollment or budgetary cutbacks.

- D. Teachers will have the right to schedule an appointment with the Chief Executive Officer or his/her designee to review the contents of their personnel files and to make copies of any documents therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A teacher will be notified of any material being added to his/her personnel file other than the updating of records. The teacher will also have the right to submit a written answer to any derogatory material and his/her answer shall be reviewed by the Chief Executive Officer and attached to the file copy.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE X - VACANCIES

- A. All professional vacancies or new positions in the district including administrative, supervisory, or regular teaching assignments shall be made known to the present professional staff at least five (5) days before the general release by posting a notice in each faculty room and notifying the president of the association by letter. The appropriate faculty members may be involved in the interviewing of all candidates for professional vacancies or new positions in the district including administrative, supervisory or regular teaching assignments. The Association will be responsible for distributing the notice to its members.
- B. If a department head position becomes vacant, the members of the department shall be notified and allowed to make application for the vacancy.

ARTICLE XI - RETIREMENT INCENTIVE

- A. Teachers who retire in their first year, second year, or third year of retirement eligibility and choose to utilize this provision must retire at the end of the school year in which said eligibility is reached. The teacher will be allowed to retire at the end of the first semester provided retirement eligibility has been reached and the Chief Executive Officer finds a suitable replacement.
- B. The teacher must notify the district in writing prior to December 1 of the school year in which he/she will retire. If the teacher wishes to retire at the end of the first semester, he/she must notify the district in writing prior to June 1.
- C. Payment will be made in the next fiscal year in one of the following two optional methods to be chosen by the teacher:
 - 1. A lump sum payment to be made after October 1.
 - 2. Equal monthly payments to be made in October, November and December of the year of retirement.
- D. Payment shall be 60% of the total sick leave accumulation at the end of the school year in which the teacher retires. Payment will be made at the teacher's current salary rate (1/200). The salary shall not include extra curricular compensation.

ARTICLE XII - PUPIL BEHAVIOR

The following principles shall apply in the Bainbridge-Guilford Schools regarding the responsibility of the teacher in dealing with the child who misbehaves. It is issued so that members of the school staff may understand clearly the procedures which are followed in upholding conduct in the schools.

- A. Each teacher is required to maintain appropriate pupil behavior at all times so that the objectives of training for self-discipline and learning may exist. To this end, the teacher knows the value of careful planning, good organization, and thorough preparation for teaching the lesson.
- B. When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, he/ she seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction, a pupil continues to misbehave, the teacher shall discuss the case with the building principal, or his/her designee, for his/her advice and assistance. If the case is serious enough to warrant further investigation by the building principal, or his/her designee, the teacher should submit a written report on the pupil's behavior and the action he/she has taken. Correspondingly, the administrator will submit a written report to the teacher or hold a conference with the teacher outlining the action he/she has taken.
- C. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Such cases are referred immediately to the principal, or his/her designee, for appropriate action with a verbal or written explanation from the teacher as to the nature of the violation. The pupil will be immediately removed from the class for a cooling off period of at least one day. If the principal is out of town, the student will be readmitted only after a conference with the teacher the next day and a full conference will be held the day the principal, or his/her designee, returns.
- D. In all cases of pupil suspension, the provisions of Section 3214 of the New York State Education Law shall be complied with.
- E. Every effort is to be made by teachers and others to identify the causes of social and emotional maladjustment of pupils in the earliest stages so that appropriate treatment and correction may be applied as a preventive against further difficulty.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. Teachers will report to their principal immediately all cases of student physical assault suffered by them in connection with their employment and will make a report in writing within three (3) days, unless circumstances prohibit such notification. This report will be forwarded to the Chief Executive Officer who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident and will act as liaison between the teacher and the parents of the student(s).

- B. The Board of Education recognizes its obligation under Section 3028 of the Education Law. In order to avail himself/herself of this protection, the teacher must inform the Board within ten (10) days of such incident.
- C.
 1. Whenever a teacher is absent from school as a result of personal injury caused by a student occurring in the course of his/her employment, he/she will be paid his/her full salary for a period not to exceed two hundred (200) school days from date of first absence and no part of such absence will be charged to his/her annual or accumulated sick leave provided the Workers' Compensation Claim is uncontested. Workers' Compensation benefits will be retained by the District. If the claim is contested by either the District or the carrier, the teacher will be reimbursed according to the above, when the final decision on the claim is rendered. A physician's statement concerning the employee's inability to work will be required in order for the employee to be paid.
 2. Workers' Compensation

An employee absent on Workers' Compensation Disability except in C.1 above, but including contested claims, may elect, in writing, to use any accumulated Sick Leave. The Workers' Compensation daily disability payments will then be assigned to the District and the employee will, in turn, have accumulated Sick Leave replenished by the ratio of the amount of daily disability payment to the amount of regular daily pay. The employee will have only the amount of sick leave actually taken for such disability replenished and any excess monies will be returned to the employee. Health Insurance continuation shall be coordinated with the Business Office.
- D. No teacher shall suffer any disadvantage by reason of his/her membership in the association or participation in its lawful activities.
- E. No teachers will be involuntarily transferred to other buildings in the district, to other grade levels, or to other departments without a conference with the teachers involved. Whenever possible, those teachers involved will be notified at least one month prior to the opening of the school year of any changes in their teaching assignments.

ARTICLE XIV - ASSOCIATION BUSINESS

The President of the Association and/or his/her designee, shall be granted time without loss of pay for NYSUT Representative Assembly and other Association business. Such time shall not exceed a total of five (5) school days.

ARTICLE XV - MAINTENANCE OF STANDARDS

Unless there is prior negotiation with the Association, this agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed. Except as required by the agreement, the duties and responsibilities of teachers in any position in the negotiating unit will not be substantially altered or in any way increased.

ARTICLE XVI - SAVINGS CLAUSE

If any provision of the 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 valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVII - INDIVIDUAL AGREEMENTS

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

ARTICLE XVIII - STATEMENT OF 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 HAS GIVEN APPROVAL."

ARTICLE XIX - ACADEMIC FREEDOM

Teachers shall be given personal and academic freedom within the bounds of mature responsibility.

ARTICLE XX - GRIEVANCE PROCEDURE

A. Declaration of Purpose

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

B. Definitions

1. A GRIEVANCE is any violation of this agreement or any dispute with respect to its meaning or application.

2. AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
3. PARTY-IN-INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
4. GRIEVANCE COMMITTEE is the committee created and constituted by the Association.
5. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decision at any stage of this grievance procedure.
6. SUPERVISOR shall mean the immediate administrative officer in charge of the building or educational area where the alleged grievance arises.

C. Procedure

1. All formal grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said 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 and shall be filed on the form shown in Appendix C.
2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore.
3. If a grievance affects a group of teachers, it may be submitted by the Association.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment but outside of the hours of teaching.

All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in E.1 and E.2, an aggrieved party and any party in interest 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.
7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by any person against the aggrieved party, any party of interest, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be 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.

D. Time Limits

1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within ten (10) school days after the teacher knew of the act or condition on which the grievance is based. If the teacher was not directly informed in writing of the matter on which the grievance is being based, the time limit for filing a grievance shall be twenty (20) school days.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or between June first (1st) and September first (1st) inclusive, the time limits set forth in Section E below shall be interpreted to be calendar days excluding Saturdays and Sundays, instead of school days.

E. Stages in the Grievance Procedure

1. Stage 1 - Informal Stage

A teacher having a contractual grievance will discuss it with his/her supervisor either directly or through a representative with the objective of resolving the matter informally. The teacher or representative shall state that the discussion involves a grievance. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance. If the grievance is not resolved informally within ten (10) school days after notification, it shall be reduced to writing and presented to the supervisor at stage 2 within six (6) school days.

2. Stage 2 - Supervisor

Within six (6) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his representative and the Chief Executive Officer.

3. Stage 3 - Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the teacher shall, within six (6) school days, present the grievance to the Association's grievance committee for its consideration.
- b. If the grievance committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 2 with the Chief Executive Officer within six (6) school days after the teacher has received such written decision. Copies of the written decision at Stage 2 shall be submitted with the appeal.
- c. Within ten (10) school days after the receipt of the appeal, the Chief Executive Officer shall hold a hearing with the grievant and the representative(s) of the grievance committee. Representatives of either side and other parties-in-interest may also be involved in the hearing.
- d. The Chief Executive Officer shall render a decision in writing to the teacher and the Association Grievance Committee within six (6) school days after the conclusion of the hearing.

4. Stage 4 - Arbitration

- a. After such hearing, if the Association is not satisfied with the decision at Stage 3, the grievance may be submitted to arbitration. The intention to advance to arbitration shall be by written notice to the Chief Executive Officer from the Association Grievance Committee, within ten (10) school days of the decision at Stage 3.
- b. Unless the parties have mutually agreed to an arbitrator within five (5) school days after such written notice of submission to arbitration, the Chief Executive Officer and/or the Association will make application for arbitration to the American Arbitration Association. The parties and the arbitrator will then be bound by the rules and procedures of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision as promptly as possible from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs have been submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.

- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. To the extent provided by law, the decision of the arbitrator shall be final and binding upon all parties.
- f. The costs of the service of the arbitrator, including expenses if any, will be borne equally by the District and the Association.

ARTICLE XXI - DURATION OF AGREEMENT

This contract shall become effective on July 1, 2004 and shall continue in effect through June 30, 2009. If an agreement has not been reached before the expiration date of this contract, all provisions of this contract subject to prevailing law and PERB decisions shall remain in effect until an agreement on a new contract has been reached.

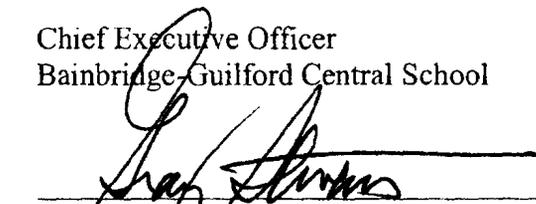
Bainbridge-Guilford Teachers
Association



President

3-10-06
Date

Chief Executive Officer
Bainbridge-Guilford Central School



Chief Executive Officer

3/10/06
Date

APPENDIX A - COACHING

- A. A coach may be appointed to a second position in the same sport if recommended by the Superintendent to the Board of Education. The coach will be paid an additional stipend of one-half the lower of the two salaries at the same step. The expectation is the time commitment of the coach will approximate the time spent as if two separate coaches were appointed.
- B. Based on the number of participants in any given sport or level of competition, more than one coach may be necessary. At anytime a second coach is deemed necessary, the Athletic Coordinator will recommend to the Superintendent who may seek approval from the Board of Education. Both coaches will receive the full stipend allotted to the position.
- C. Steps reflect years in the sport and not years in each coaching position.
- D. In the event a coach or an advisor to an extra-curricular activity is unable to fulfill his/her duties, the District will hire a replacement and the payment will be prorated at the number of days worked by each person. Payment shall be subject to the total amount specified by the salary agreement for the original coach or advisor.

APPENDIX A.1 – 2004-06 COACHING SCHEDULE

Athletic Coordinator - 6244

<u>SPORT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Football</u>	Varsity	2530	2851	3172	3524	3851	4176
	Assistant	1792	2086	2404	2787	3106	3428
	J.V. (2)*	1792	2086	2404	2787	3106	3428
	Modified	803	1024	1215	1379	1536	1692
<u>Cross Country</u>	Varsity	1379	1570	1792	1986	2179	2374
<u>Basketball</u>	Varsity	2530	2851	3172	3524	3851	4176
	J.V.	1792	2086	2404	2787	3106	3428
	Freshmen	1215	1379	1570	1792	2022	2252
	Boys Modified(2)*	803	1024	1215	1379	1536	1692
	Girls Varsity	2530	2851	3172	3524	3851	4176
	Girls J.V.	1792	2086	2404	2787	3106	3428
	Girls Jr. High(2)*	803	1024	1215	1379	1536	1692
<u>Wrestling</u>	Varsity	2530	2851	3172	3524	3851	4176
	J.V.	1792	2086	2404	2787	3106	3428
	Modified	803	1024	1215	1379	1536	1692
<u>Bowling</u>	Boys	1024	1215	1379	1570	1764	1959
	Girls	1024	1215	1379	1570	1764	1959
<u>Volleyball</u>	Boys	354	453	509	644	768	894
	Girls Varsity	2530	2851	3172	3524	3851	4176
	Girls J.V.	1792	2086	2404	2787	3106	3428
	Modified(2)*	803	1024	1215	1379	1536	1692
<u>Swimming</u>	Boys	2530	2851	3172	3524	3851	4176
	Girls	2530	2851	3172	3524	3851	4176
<u>Baseball</u>	Varsity	1792	2086	2404	2787	3106	3428
	J.V.	1379	1570	1792	1986	2179	2374
	Modified(2)*	803	1024	1215	1379	1536	1692
<u>Softball</u>	Girls	1792	2086	2404	2787	3106	3428
	Girls J.V.	1379	1570	1792	1986	2179	2374
	Girls Modified(2)*	803	1024	1215	1379	1536	1692
<u>Track</u>	Varsity	1792	2086	2404	2787	3106	3428
	Assistant	1379	1570	1792	1986	2179	2374
	Modified	803	1024	1215	1379	1536	1692

<u>Golf</u>	Varsity	1024	1215	1379	1570	1764	1959
<u>Tennis</u>	Boys	1024	1215	1379	1570	1764	1959
	Girls	1024	1215	1379	1570	1764	1959
<u>Soccer</u>	Varsity	1792	2086	2404	2787	3106	3428
	J.V.	1379	1570	1792	1986	2179	2374
	Modified	803	1024	1215	1379	1536	1692
Girls & Boys Intramural Chaperone rate (limited to 70 hrs. per school year)							
Cheerleading	Fall	1024	1215	1379	1570	1764	1959
	Winter	1379	1570	1792	1986	2179	2374

*If 2 - each receives full stipend.

APPENDIX A.2 – 2006-07 COACHING SCHEDULE

Athletic Coordinator - 6494

<u>SPORT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Football</u>	Varsity	2631	2965	3299	3665	4005	4343
	Assistant	1864	2169	2500	2898	3230	3565
	J.V. (2)*	1864	2169	2500	2898	3230	3565
	Modified	835	1065	1264	1434	1597	1760
<u>Cross Country</u>	Varsity	1434	1633	1864	2065	2266	2469
<u>Basketball</u>	Varsity	2631	2965	3299	3665	4005	4343
	J.V.	1864	2169	2500	2898	3230	3565
	Freshmen	1264	1434	1633	1864	2103	2342
	Boys	835	1065	1264	1434	1597	1760
	Modified(2)*						
	Girls Varsity	2631	2965	3299	3665	4005	4343
	Girls J.V.	1864	2169	2500	2898	3230	3565
	Girls Jr. High(2)*	835	1065	1264	1434	1597	1760
<u>Wrestling</u>	Varsity	2631	2965	3299	3665	4005	4343
	J.V.	1864	2169	2500	2898	3230	3565
	Modified	835	1065	1264	1434	1597	1760
<u>Bowling</u>	Boys	1065	1264	1434	1633	1835	2037
	Girls	1065	1264	1434	1633	1835	2037
<u>Volleyball</u>	Boys	368	471	529	670	799	930
	Girls Varsity	2631	2965	3299	3665	4005	4343
	Girls J.V.	1864	2169	2500	2898	3230	3565
	Modified(2)*	835	1065	1264	1434	1597	1760
<u>Swimming</u>	Boys	2631	2965	3299	3665	4005	4343
	Girls	2631	2965	3299	3665	4005	4343
<u>Baseball</u>	Varsity	1864	2169	2500	2898	3230	3565
	J.V.	1434	1633	1864	2065	2266	2469
	Modified(2)*	835	1065	1264	1434	1597	1760
<u>Softball</u>	Girls	1864	2169	2500	2898	3230	3565
	Girls J.V.	1434	1633	1864	2065	2266	2469
	Girls	835	1065	1264	1434	1597	1760
	Modified(2)*						
<u>Track</u>	Varsity	1864	2169	2500	2898	3230	3565
	Assistant	1434	1633	1864	2065	2266	2469

	Modified	835	1065	1264	1434	1597	1760
<u>Golf</u>	Varsity	1065	1264	1434	1633	1835	2037
<u>Tennis</u>	Boys	1065	1264	1434	1633	1835	2037
	Girls	1065	1264	1434	1633	1835	2037
<u>Soccer</u>	Varsity	1864	2169	2500	2898	3230	3565
	J.V.	1434	1633	1864	2065	2266	2469
	Modified	835	1065	1264	1434	1597	1760
Girls & Boys Intramural Chaperone rate (limited to 70 hrs. per school year)							
Cheerleading	Fall	1065	1264	1434	1633	1835	2037
	Winter	1434	1633	1864	2065	2266	2469

*If 2 - each receives full stipend.

APPENDIX A.3- 2007-08 COACHING SCHEDULE

Athletic Coordinator - 6754

<u>SPORT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Football</u>	Varsity	2736	3084	3431	3812	4165	4517
	Assistant	1939	2256	2600	3014	3359	3708
	J.V. (2)*	1939	2256	2600	3014	3359	3708
	Modified	868	1108	1315	1491	1661	1830
<u>Cross Country</u>	Varsity	1491	1698	1939	2148	2357	2568
<u>Basketball</u>	Varsity	2736	3084	3431	3812	4165	4517
	J.V.	1939	2256	2600	3014	3359	3708
	Freshmen	1315	1491	1698	1939	2187	2436
	Boys Modified(2)*	868	1108	1315	1491	1661	1830
	Girls Varsity	2736	3084	3431	3812	4165	4517
	Girls J.V.	1939	2256	2600	3014	3359	3708
	Girls Jr. High(2)*	868	1108	1315	1491	1661	1830
<u>Wrestling</u>	Varsity	2736	3084	3431	3812	4165	4517
	J.V.	1939	2256	2600	3014	3359	3708
	Modified	868	1108	1315	1491	1661	1830
<u>Bowling</u>	Boys	1108	1315	1491	1698	1908	2118
	Girls	1108	1315	1491	1698	1908	2118
<u>Volleyball</u>	Boys	383	490	550	697	831	967
	Girls Varsity	2736	3084	3431	3812	4165	4517
	Girls J.V.	1939	2256	2600	3014	3359	3708
	Modified(2)*	868	1108	1315	1491	1661	1830
<u>Swimming</u>	Boys	2736	3084	3431	3812	4165	4517
	Girls	2736	3084	3431	3812	4165	4517
<u>Baseball</u>	Varsity	1939	2256	2600	3014	3359	3708
	J.V.	1491	1698	1939	2148	2357	2568
	Modified(2)*	868	1108	1315	1491	1661	1830
<u>Softball</u>	Girls	1939	2256	2600	3014	3359	3708
	Girls J.V.	1491	1698	1939	2148	2357	2568
	Girls Modified(2)*	868	1108	1315	1491	1661	1830
<u>Track</u>	Varsity	1939	2256	2600	3014	3359	3708
	Assistant	1491	1698	1939	2148	2357	2568
	Modified	868	1108	1315	1491	1661	1830

<u>Golf</u>	Varsity	1108	1315	1491	1698	1908	2118
<u>Tennis</u>	Boys	1108	1315	1491	1698	1908	2118
	Girls	1108	1315	1491	1698	1908	2118
<u>Soccer</u>	Varsity	1939	2256	2600	3014	3359	3708
	J.V.	1491	1698	1939	2148	2357	2568
	Modified	868	1108	1315	1491	1661	1830
Girls & Boys Intramural Chaperone rate (limited to 70 hrs. per school year)							
Cheerleading	Fall	1108	1315	1491	1698	1908	2118
	Winter	1491	1698	1939	2148	2357	2568

*If 2 - each receives full stipend.

APPENDIX A.4– 2008-09 COACHING SCHEDULE

Athletic Coordinator - 7024

<u>SPORT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Football</u>	Varsity	2845	3207	3568	3964	4332	4698
	Assistant	2017	2346	2704	3135	3493	3856
	J.V. (2)*	2017	2346	2704	3135	3493	3856
	Modified	903	1152	1368	1551	1727	1903
<u>Cross Country</u>	Varsity	1551	1766	2017	2234	2451	2671
<u>Basketball</u>	Varsity	2845	3207	3568	3964	4332	4698
	J.V.	2017	2346	2704	3135	3493	3856
	Freshmen	1368	1551	1766	2017	2274	2533
	Boys Modified(2)*	903	1152	1368	1551	1727	1903
	Girls Varsity	2845	3207	3568	3964	4332	4698
	Girls J.V.	2017	2346	2704	3135	3493	3856
	Girls Jr. High(2)*	903	1152	1368	1551	1727	1903
<u>Wrestling</u>	Varsity	2845	3207	3568	3964	4332	4698
	J.V.	2017	2346	2704	3135	3493	3856
	Modified	903	1152	1368	1551	1727	1903
<u>Bowling</u>	Boys	1152	1368	1551	1766	1984	2203
	Girls	1152	1368	1551	1766	1984	2203
<u>Volleyball</u>	Boys	398	510	572	725	864	1006
	Girls Varsity	2845	3207	3568	3964	4332	4698
	Girls J.V.	2017	2346	2704	3135	3493	3856
	Modified(2)*	903	1152	1368	1551	1727	1903
<u>Swimming</u>	Boys	2845	3207	3568	3964	4332	4698
	Girls	2845	3207	3568	3964	4332	4698
<u>Baseball</u>	Varsity	2017	2346	2704	3135	3493	3856
	J.V.	1551	1766	2017	2234	2451	2671
	Modified(2)*	903	1152	1368	1551	1727	1903
<u>Softball</u>	Girls	2017	2346	2704	3135	3493	3856
	Girls J.V.	1551	1766	2017	2234	2451	2671
	Girls Modified(2)*	903	1152	1368	1551	1727	1903
<u>Track</u>	Varsity	2017	2346	2704	3135	3493	3856
	Assistant	1551	1766	2017	2234	2451	2671
	Modified	903	1152	1368	1551	1727	1903

<u>Golf</u>	Varsity	1152	1368	1551	1766	1984	2203
<u>Tennis</u>	Boys	1152	1368	1551	1766	1984	2203
	Girls	1152	1368	1551	1766	1984	2203
<u>Soccer</u>	Varsity	2017	2346	2704	3135	3493	3856
	J.V.	1551	1766	2017	2234	2451	2671
	Modified	903	1152	1368	1551	1727	1903

Girls & Boys Intramural Chaperone rate (limited to 70 hrs. per school year)

Cheerleading	Fall	1152	1368	1551	1766	1984	2203
	Winter	1551	1766	2017	2234	2451	2671

*If 2 - each receives full stipend.

APPENDIX A.5 - ATHLETIC PASSES

1. Each head coach of the following sports will have the use of a Section IV pass for the length of his/her season if the passes are issued by Section IV (Football, Basketball, Wrestling).
2. Every other coach of a varsity and junior varsity sport will receive the use of a Susquenango Association pass for the duration of his sports season.
3. The Athletic Director will be responsible for an additional five (5) Susquenango Association passes and an additional one (1) Section IV pass which may be used for other purposes such as scouting.

APPENDIX A.6 - EXTRACURRICULAR POSITIONS

All extra curricular positions are renewable yearly. Applications may be submitted to the Chief Executive Officer on the following schedule.

Full year positions	Before July 1st.
Fall seasons	Before July 1st.
Winter seasons	Before September 1st.
Spring seasons	Before January 1st.

Unless there is a resignation that leaves the position vacant, this provision will be deemed the official posting of these positions according to Article X.

APPENDIX A.7 - PAYMENT SCHEDULE

Coaches will be given the opportunity, when they sign their appointment notice, to indicate whether they wish to be paid the full amount at the conclusion of their season or to be paid 50% at the mid-point of the season and the other 50% at the conclusion.

**APPENDIX B. - COMPENSATION SCHEDULE FOR EXTRACURRICULAR
ACTIVITIES**

	<u>2004-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Ticket Seller (per event)	\$46.25	\$46.25	\$46.25	\$46.25
Publication Advisors: Blue & White	\$955	\$993	\$1,033	\$1,074
Drama				
High School	\$955	\$993	\$1,033	\$1,074
Musical Director	\$318	\$331	\$344	\$358
Elementary	\$621	\$646	\$672	\$699
Student Council Advisor-HS	\$1,474	\$1,533	\$1,594	\$1,658
Student Council Advisor-MS	\$491	\$511	\$531	\$552
Music Supervisor	\$1,655	\$1,721	\$1,790	\$1,862
Prom Supervisor	\$621	\$646	\$672	\$699
Forensic Advisor	\$665	\$692	\$720	\$749
Timekeepers; Scorekeepers (per event)	\$27.75	\$28.25	\$28.75	\$29.25
Except for Basketball & Girls Volleyball (2 contests)	\$40.00	\$40.50	\$41.00	\$41.50
Color Guard	\$955	\$993	\$1,033	\$1,074
Home Instruction per hour (Tutoring)	\$22.00	\$23	\$24	\$25
Yearbook				
High School	\$1,936	\$2,013	\$2,094	\$2,178
Elementary	\$779	\$810	\$842	\$876
Literary Magazine (3 or 4 issues)	\$621	\$646	\$672	\$699
Mock Trial	\$621	\$646	\$672	\$699
Odyssey of the Mind	\$621	\$646	\$672	\$699

Odyssey of the Mind- Coordinator	\$621	\$646	\$672	\$699
Envirothon	\$621	\$646	\$672	\$699
French Club	\$284	\$295	\$307	\$319
Spanish Club	\$284	\$295	\$307	\$319
Ski Club	\$142	\$148	\$154	\$160
Dean of Students	\$3,998	\$4,158	\$4,324	\$4,497
SADD	\$284	\$295	\$307	\$319
Sr. Class Advisor	\$621	\$646	\$672	\$699
10th Grade Advisor	\$284	\$295	\$307	\$319
9th Grade Advisor	\$284	\$295	\$307	\$319
8th Grade Advisor	\$284	\$295	\$307	\$319
7th Grade Advisor	\$284	\$295	\$307	\$319
6th Grade Advisor	\$284	\$295	\$307	\$319
Sr. Honor Society	\$141	\$147	\$153	\$159
Jr. Honor Society	\$141	\$147	\$153	\$159

All Chaperoning of athletic events, dances, refreshment sales, and decorating for such events, with the exception of the Junior Prom, if outside regular school hours shall be compensated for at the rate of nine dollars and eighty-four cents (\$9.84) per hour for the 2004-06 school year; ten dollars and twenty-three cents (\$10.23) per hour for the 2006-07 school year; ten dollars and sixty-four cents (\$10.64) per hour for the 2007-08 school year, and eleven dollars and seven cents (\$11.07) per hour for the 2008-09 school year. All chaperoning must be approved.

For all field trips outside of regular school days, the teacher may be compensated (at the discretion of the teacher) at the nine dollars and eighty-four cents (\$9.84) per hour for the 2004-06 school year; ten dollars and twenty-three cents (\$10.23) per hour for the 2006-07 school year; ten dollars and sixty-four cents (\$10.64) per hour for the 2007-08 school year, and eleven dollars and seven cents (\$11.07) per hour for the 2008-09 school year. All field trips must be approved.

In the event a coach or an advisor to an extra-curricular activity is unable to fulfill his/her duties, the District will hire a replacement and the payment will be prorated at the number of days worked by each person. Payment shall be subject to the total amount specified by the total amount specified by the salary agreement for the original coach or advisor. Teachers wishing to split stipends may do so, provided each has been approved by the Board of Education.

Overnights

When a school trip involves an overnight, the teacher, while on the trip may be compensated (at the discretion of the teacher) up to sixteen (16) hours pay at the chaperone rate plus an additional \$37.50 (\$38.50 for 2006-07, \$39.50 for 2007-08, and \$40.50 for 2008-09) for the hours of 11:00 p.m. to 7:00 a.m. for each twenty-four (24) hour period or fraction thereof.

APPENDIX C – LICENSED TEACHING ASSISTANTS

The following are the provisions from the main body collective bargaining agreement which apply to the Licensed Teaching Assistants (hereinafter LTA), with the understanding that the concept of “teacher” will also apply to the LTA’s and the concept of “education” is to be also construed as “professional” in its application to the LTA’s in the following articles only:

PREAMBLE (same as teachers)

Article 1 – DEFINITIONS

- A. (same as teachers)
- B. (same as teachers)
- C. (same as teachers)
- D. (same as teachers)
- E. (same as teachers)
- F. (same as teachers)

ARTICLE II – REPRESENTATION AND RECOGNITION (same as teachers)

ARTICLE III – NEGOTIATIONS (same as teachers)

ARTICLE IV – PROFESSIONAL COMPENSATION

A. Salaries

1. The District shall compensate LTA’s as follows:
Minimum Starting Rate of Pay:
2004-2005: \$13,800
2005-2006: \$14,300
2006-2007: \$14,800
2007-2008: \$15,300
2008-2009: \$15,800
2. The District shall compensate returning LTA’s as follows:
Salary Increase:
2004-2005: 4%
2005-2006: 4%
2006-2007: 4%
2007-2008: 5%
2008-2009: 5%

Section G, H (same as teachers)

ARTICLE V – DUES DEDUCTION (same as teachers)

ARTICLE VI – LEAVES OF ABSENCE

- #### A. Sick Leave
1. (same as teachers)
 2. (same as teachers)
 3. (same as teachers)
 4. (same as teachers)

- B. Sick Leave Bank – (same as teachers)
- C. Personal Business Leave - (same as teachers)
- D. Attendance Incentive (same as teachers)
- E. Other Leaves (same as teachers)
- F. Family Leave (same as teachers)
- G. Military Leave (same as teachers)
- H. Unpaid Leaves of Absence (same as teachers)
- J. Professional Conferences and Visitations (same as teachers)

ARTICLE VII – MEDICAL, DENTAL, AND LIFE INSURANCE PLANS

- A. (same as teachers)
- B. (same as teachers)
- C. (same as teachers)
- D. (same as teachers)
- E. (same as teachers)

ARTICLE VIII – TEACHING CONDITIONS

- A. (same as teachers)
- B. 1. When involved with classroom presentations and instruction this section shall apply to the LTA's the same as teachers.
- C. The District, supervising teacher, and LTA shall work together so that LTA's have reasonable duty free time, if needed.
- D. 3. (same as teachers)
- E. Teacher Facilities (same as teachers)
- F. (same as teachers)
- G. Educational Issues Committee (same as teachers)
- I. (same as teachers)

ARTICLE IX – TEACHER EVALUATION (same as teachers)

ARTICLE X – VACANCIES (same as teachers)

ARTICLE XI – RETIREMENT INCENTIVE (same as teachers)

ARTICLE XII THROUGH ARTICLE XXI – SHALL APPLY TO THE LTA'S IN THE SAME MANNER AS TEACHERS.

APPENDIX D – REGISTERED PROFESSIONAL NURSE (SCHOOL NURSE)

The following are the provisions from the main body collective bargaining agreement which apply to the Registered Professional Nurse (School) (hereinafter RN), with the understanding that the concept of “teacher” will also apply to the RN’s and the concept of “education” is to be also construed as “professional” in its application to the RN’s in the following articles only:

PREAMBLE (same as teachers)

ARTICLE 1 – DEFINITIONS

- A. (same as teachers)
- B. (same as teachers)
- C. (same as teachers)
- D. (same as teachers)
- E. (same as teachers)
- F. (same as teachers)

ARTICLE II – REPRESENTATION AND RECOGNITION (same as teachers)

ARTICLE III – NEGOTIATIONS (same as teachers)

ARTICLE IV – PROFESSIONAL COMPENSATION

- A. 1. Salaries
The District shall compensate RN’s as follows:
Minimum Starting Rate of Pay
2004-2005: \$19,000
2005-2006: \$20,000
2006-2007: \$20,500
2007-2008: \$21,000
2008-2009: \$21,500
- 2. The District shall compensate returning RN’s as follows:
Salary Increase:
2004-2005: 4%
2005-2006: 4%
2006-2007: 4%
2007-2008: 5%
2008-2009: 5%

Section G, H (same as teachers)

ARTICLE V – DUES DEDUCTION (same as teachers)

ARTICLE VI – LEAVES OF ABSENCE

- A. Sick Leave
 - 1. (same as teachers)
 - 2. (same as teachers)
 - 3. (same as teachers)
 - 4. (same as teachers)
- B. Sick Leave Bank – (same as teachers)

- C. Personal Business Leave
(same as teachers)
- D. Attendance Incentive (same as teachers)
- E. Other Leaves (same as teachers)
- F. Family Leave (same as teachers)
- G. Military Leave (same as teachers)
- H. Unpaid Leaves of Absence (same as teachers)
- J. Professional Conferences and Visitations (same as teachers)

ARTICLE VII – MEDICAL, DENTAL, AND LIFE INSURANCE PLANS

- A. (same as teachers)
- B. (same as teachers)
- C. (same as teachers)
- D. (same as teachers)
- E. (same as teachers)

ARTICLE VIII – TEACHING CONDITIONS

- A. (same as teachers).
- B. 1. When involved with classroom presentations and instruction this section shall apply to the RN's the same as teachers.
- E. Teacher Facilities (same as teachers)
- F. (same as teachers)
- G. Educational Issues Committee (same as teachers)
- I. (same as teachers)

ARTICLE IX – TEACHER EVALUATION

- A. Formal evaluations of teachers will be conducted openly without the use of surveillance devices. Evaluation shall occur at least once per school year.
- B. The results of evaluations shall be reduced to writing. Following each evaluation a conference shall be held between the teacher and the evaluator within five (5) school days of the evaluation. The written report of the evaluation shall be made available to the teacher being evaluated during this conference. A teacher may attach to or on the end of the evaluation form, any written comment or reply he/she deems necessary. This report shall be kept in the teacher's personnel file and the teacher shall acknowledge that he/she has received such report by affixing his/her signature to the end of the report. This signature shall in no way indicate agreement or disagreement with the contents thereof.
- C. A probationary term will be served as per County and Municipal Civil Service Rules and Regulations.
- D. (same as teachers)
- E. (same as teachers)

ARTICLE X – VACANCIES (same as teachers)

ARTICLE XI - RETIREMENT INCENTIVE (same as teachers)

ARTICLE XII THROUGH ARTICLE XXI – SHALL APPLY TO THE RN'S IN THE SAME MANNER AS TEACHERS.

APPENDIX E. - Statement of Grievance

Grievance No. _____

BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION

Bainbridge, New York

Statement of Grievance

Date: _____

Stage: _____

Aggrieved Party _____

Position _____

Provision Violated _____

Time and Place Event or Condition Existed _____

Nature of Grievance _____

Identity of Party and/or Association Responsible for Said Grievance

Redress Sought _____

Signed _____
Teacher

Signed _____
For the Association

APPENDIX F - PAYROLL DEDUCTION AUTHORIZATION

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name _____

First Name _____

M.I. _____

Employer Name _____

Organization _____

To the Employer:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature: _____ Date: _____



APPENDIX G. - SICK LEAVE BANK

BAINBRIDGE-GUILFORD CENTRAL SCHOOL **INSTRUCTIONAL SICK LEAVE BANK**

- A. There shall be an Instructional Sick Leave Bank to be administered by a Committee. The Committee shall consist of one Board Member, two Administrators, the President of the BGTA and two other members appointed by the President.
- B. Upon completion of one (1) full year of service to the school, teachers will become members of the Sick Leave Bank and shall donate one (1) sick day per year to the Bank. The teacher will continue as a member until written notification of withdrawal is received by the District. Any teacher that chooses not to donate days to the Bank must notify the District and the Association in writing by September 30 of each year. New members will be accepted only during September of each year.
- C. When the Bank exceeds three (3) times the number of members, member contributions will not be required again until the Bank falls below two (2) times the number of members. Members will then be required to replenish the Bank each September until the maximum again is reached.
- D. The balance of sick leave bank days on June 30th of each year shall be carried over to the next year.
- E. When a teacher is drawing paid time from the sick bank, all benefits will continue.
- F. It is understood that the Sick Leave Bank is to be utilized only for catastrophic and long-term extended illnesses usually recognized as such by the medical profession.
- G. A sick leave bank member may make application to the Sick Bank if they meet all the below listed criteria:
 - (1) The teacher is unable to perform their regular job due to a disabling non-work related illness and/or a disabling non-work related injury.
 - (2) The application is accompanied by a signed "Employee Leave Certification Form." (Physician and employee signatures.)
 - (3) The teacher has exhausted all other forms of paid leave.
 - (4) The application is made on the prescribed form.

- H. The Committee shall review the completed Sick Bank Request Form and Employee Leave Certification Form and approve requests for use of the Bank. In the event the Committee has any questions as to the nature of the illness, the School Physician may be requested to explain in more detail the nature of the disability. The information provided by the School Physician will be a general explanation of the disability and shall not be based on any examination by the School Physician unless the District has required such examination pursuant to Section 913 of the Education Law. The decision of the Committee shall be final and not subject to grievance.
- I. Each request for Sick Leave Bank Usage shall be considered on an individual basis. Each teacher, as a condition of applying for Sick Leave Bank usage, shall authorize the District to release to the Screening Committee his/her Sick Bank Request Form and the Leave Certification Form for review in connection with making the determination required herein. The Committee will keep such information in strict confidence.
- J. No teacher shall be eligible to draw more than one hundred (100) days for any single instance of illness.
- K. Teachers shall be encouraged to apply for disability retirement where applicable.
- L. The Sick Bank may grant partial days when a teacher is capable of working part-time and the District accepts them back to work part-time (e.g., light duty).
- M. Disability which arises from pregnancy and childbirth shall be treated in the same manner as any other illnesses or injury. However, in no case shall the Sick Bank be used for family sickness or child care purposes.

August, 1995