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# AGREEMENT

BETHLEHEM CENTRAL TEACHERS  
ASSOCIATION

*and*

BETHLEHEM CENTRAL SCHOOL DISTRICT

**RECEIVED**

NOV 19 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2006 – June 30, 2010



435



## TABLE OF CONTENTS

	<u>PAGE</u>
Definitions.....	1
Article I – Recognition.....	1
Article II – Reservation of Rights.....	1
Article III – Procedures for Conducting Negotiations.....	2
Article IV – Association Rights and Privileges.....	2
Article V – Deductions.....	4
Article VI – Work Day and Work Year.....	5
Article VII – Teachers’ Professional Responsibilities.....	12
Article VIII – Teacher Evaluation.....	16
Article IX – Vacancies, Transfers, and New Positions.....	16
Article X – Leaves of Absence.....	17
Article XI – Maintenance of Standards.....	21
Article XII – Sabbatical Leave.....	22
Article XIII – Professional Advancement Committee.....	23
Article XIV – Professional Compensation and Related Items.....	24
Article XV – Retirement Incentive.....	25
Article XVI – Insurance.....	29



TABLE OF CONTENTS (continued)

	<u>PAGE</u>
Article XVII – Miscellaneous Provisions.....	31
Article XVIII – Grievance Procedure.....	32
Article XIX – Term, Amendment, Modification and Termination.....	38
Salary Schedule – Schedule A.....	39
Teachers’ Salary Schedule A.....	44
Schedule B – Extra Duty Payment Schedule.....	45
Music Stipend Schedule.....	47
Athletic Schedule B.....	52
Schedule C – School Registered Nurses.....	54
Nurses’ Salary Schedule C.....	56
Schedule D – Teaching Assistants.....	57
Schedule E – Certified Occupational Therapist Assistants.....	59
Appendix A.....	61
Appendix B – Domestic Partnership Affidavit.....	66
Appendix C – Annual Professional Performance Review Plan.....	69
Index.....	91



AGREEMENT made this 11<sup>th</sup> day of June, 2007 by and between

**THE BETHLEHEM CENTRAL SCHOOL DISTRICT**

*and*

**THE BETHLEHEM CENTRAL TEACHERS ASSOCIATION**

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 THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**DEFINITIONS**

As used herein the Term:

District shall mean Bethlehem Central School District, Albany County, New York;

Board shall mean the Board of Education of the District;

Superintendent shall mean the Chief Executive Officer of the District;

Association shall mean the Bethlehem Central Teachers Association;

Teacher shall mean a member of the bargaining unit covered hereby.

**ARTICLE I – RECOGNITION**

The Board recognizes the Association as exclusive bargaining agent for all professional personnel, including, inter alia, school (registered) nurses and teaching assistants, in the district except the Superintendent, Assistant Superintendents, PPS Director, Building Principals, Assistant Principals, Deans, House leaders, Elementary Assistant Administrators, and Director of Technology.

**ARTICLE II – RESERVATION OF RIGHTS**

Except as limited by the specific and express terms of this Agreement, the District, Board and Superintendent, reserve and retain unto itself and themselves all rights,

authority, duties and responsibilities conferred and invested in it and them by the Constitution and statutes of the State of New York, the rulings and regulations of the Commissioner of Education and Agencies of the State and Federal Governments.

### **ARTICLE III – PROCEDURES FOR CONDUCTING NEGOTIATIONS**

1. The “Board/BCTA Process Committee” will meet monthly or at the group’s convenience to discuss matters pertaining to the improvement of the “organizational climate” within the school district. This committee will consist of five (5) members chosen by the BCTA and five (5) members chosen by the Board of Education.
2. Concentrated bargaining will occur over five (5) consecutive workdays in November. Representatives for both parties will negotiate intensively until an agreement is reached or the failure to reach an agreement necessitates a joint declaration of “impasse”. The bargaining sessions will be for a full work-day on consecutive days (subs to be hired for BCTA negotiators, with a limit of four (4)). The members of the Board of Education and the BCTA Executive Committee will be strongly encouraged to be available during the evenings of the “bargaining week” so that tentative agreements can be reached. Necessary alterations to the above stipulations which will not violate the principle of concentrated bargaining may be agreed to.
3. Both parties shall furnish each other, in good faith, available information which shall enhance the negotiating process. The Board will provide the Association with an unabridged copy of the budget following approval of the budget for the tax levy.
4. No final agreement shall be executed without ratification by the Association and the Board of Education.

### **ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES**

1. The Association shall have the right to use school buildings at all reasonable hours for meetings provided only that such use does not conflict with planned school activities. Application for the use of the buildings requested shall be made to the Building Principal or District Business Administrator as may be required. Applications shall be made at least one school day prior to the date for which use is requested. The Association will pay the cost to the District when additional costs are incurred by the District as a result of such use.

2. The District will provide twenty (20) workdays without loss of pay for Association officers/delegates when attending conventions and conferences. Additional days for meetings that are designed for the improvement of education may be granted, subject to the approval of the Superintendent.
3. At the Superintendent's first meeting with the whole faculty in September, the Association shall be given a place on the agenda and allotted one hour to conduct its business.
4. Provided that on or before May 30<sup>th</sup> the Association notifies the Building Principals, in writing, of its duly elected officers, Administrative personnel shall cooperate with the Association officers (past President, President, First Vice-President, Second Vice-President, Secretary and Treasurer) in establishing their work schedules, and further provided there is no interference with their regular teaching and supervisory responsibilities. Such scheduling shall be done in a manner that would provide the earliest possible completion of the teaching responsibilities.
5. The official agenda for each Board meeting will be transmitted to the Association no later than the morning of the day prior to such meeting or as soon thereafter as the same is available. Approved minutes of the Board meeting will be transmitted to the Association as soon as possible following each Board meeting. The President of the Association or a designee shall have the right to address the Board during the public portion of the meeting.
6. The District and the Association agree to share equally the cost of providing a sufficient number of copies of this agreement for each unit personnel.
7. The Association shall be provided with bulletin board space in each faculty workroom for the posting of notices of its activities and matters of Association concern. The Association shall have the right to make reasonable use of the teachers' mailboxes for official communications to teachers. No competing teacher organization shall have this right except that the District shall not be required to censor or screen incoming mail.
8. Upon written request of either, the District and Association representatives agree to meet upon mutually determined dates for the purpose of discussing, in an exploratory fashion, matters of mutual concern.
9. The BCTA President shall be granted 0.2 release time to perform the relevant duties of that office.

## **ARTICLE V – DEDUCTIONS**

1. The District agrees upon the written authorization of teachers, to deduct from their salaries the dues of the Association, and to transmit such dues to the Association within thirty (30) days of deduction, together with a statement providing an allocation of the monies so transmitted.
2. The Association will certify to the District, in writing, the current rate of membership dues of the Association and will give the District thirty (30) days written notice prior to the effective date of any change.
3. Dues deductions will be made in equal installments during the school year. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than two weeks prior to the distribution of the payroll from which the deductions are to be made. Deductions will not be made from the third payroll in any month.
4. No later than September 30 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues. The list will show the amount of dues to be deducted on each payroll. This will be affixed to a claim form and transmitted to the business office for payment. The District will notify the Association of any changes in the said listing.
5. The District agrees that it will not accord dues deductions or similar check-off rights to any other teacher organizations.
6. Voluntary Payroll Deductions.

By September 15, each teacher will individually and voluntarily authorize the District to make certain deductions from this salary. Deductions listed below will not be made from the third payroll in any month.

- a. Deductions for health insurance and group insurance will be made from each pay in equal amounts.
- b. Dues deductions will begin with the first pay in October and be scheduled in equal amounts for each payroll during the school year.
- c. Deductions for repayment of employee loans to retirement systems will be in equal amounts throughout the year on each payroll.

- d. Deductions for tax sheltered annuities will be made in equal amounts from each payroll. Changes in amounts or agent will be made upon thirty (30) days written notice. Only one change in amount will be permitted in any one calendar year.
- e. United Way pledges will be deducted in equal amounts from each payroll.
- f. Deductions for Employees' Credit Union.
- g. Individual adjustments for withholding tax will be deducted in equal amounts from each payroll.
- h. Deductions for a BCTA-sponsored dental plan will be made from each pay in equal amounts.
- i. Deductions for NYSUT member benefit programs will be made from the pay of bargaining unit members from each pay in equal amounts.
- j. Deductions for VOTE/COPE will be made from each pay in equal amounts.

Organizations authorized to receive monies deducted from employees' salaries must maintain records and submit invoices to the Business Administrator to have funds which have been withheld remitted to that organization.

- 7. The District will provide for the direct deposit of employee paychecks to a bank account selected and authorized by the employee. The District shall not be liable for electronic transfer errors or other related problems.

## **ARTICLE VI – WORK DAY AND WORK YEAR**

- 1. The Superintendent will meet annually, prior to March 1, with a committee appointed by the Association to study and review the existing school calendar and to make suggestions for the school calendar for the following year. Having received the suggestions of the Association, the Superintendent will confer with the administrative staff, surrounding districts, Boards of Cooperative Educational Services, and area private and parochial schools and will meet again with the Association for further recommendations before preparing such recommendations to be submitted to the Board for adoption.

2. The in-school work year for ten month unit personnel will consist of the following:

2006-2007 – no changes

Commencing 2007-2008

- a. 184 day teacher work year

Middle school and high school students begin instruction on the Wednesday after Labor Day; in addition, the half-day in February for elementary teachers is eliminated and this will be a full instructional day.

- b. Three of such teacher work days, shall be conference days, the Tuesday after Labor Day, one Superintendent's conference day (which will be held on Election Day unless the continuous improvement time per paragraph "i" is not continued) and the Friday of the last week of school. The conference day on the Tuesday after Labor Day is a teacher work day, with the District's agenda ending at noon, with the remaining time to be used at the teachers' discretion.
- c. Two (2) additional days to be used only for adverse weather conditions or extraordinary circumstances. If not used for such purposes, the days will be added to the Spring recess or to extend a weekend or holiday as determined by the Calendar Committee with approval of the Board.
- d. Newly employed teachers will be required to report before Labor Day for two (2) orientation days.
- e. Should the school year be lengthened as a result of the Regents Action Plan, each teacher shall receive 1/200<sup>th</sup> of their salary for that salary year for each additional day.
- f. In addition, newly-employed, full and part-time teachers are required to spend five (5) additional hours during the school year for New Teacher Orientation. These hours will qualify for professional development stipends.
- g. Effective July 1, 2003 the District may request that selected teachers voluntarily extend their work year by one additional day after the conclusion of the established school year in June. Effective July 1, 2004, the District may request that selected teachers voluntarily

extend their work year by two additional days after the conclusion of the established school year in June. Such requests to selected teachers shall be made by May 1. Teachers who voluntarily agree to extend their work year shall be paid in accordance with Appendix A, Section 8b of the agreement.

- h. The last day of teacher attendance in the school year shall be a full day.
- i. Teachers will be scheduled for continuous improvement, for one (1) additional hour in the months of October, November, January, February, March, April and May. This time will be scheduled, for the most part, within the teacher work day and will not extend more than fifteen (15) minutes beyond the teacher day. In exchange for this time, the District agrees that the Superintendent's conference day (i.e., Election Day) will be reserved for teacher preparation and will not be subject to a District agenda. This time shall be eliminated if, after the 2008-2009 school year, a joint committee of teachers and administrators decide such time is not productive. If such time is eliminated, then the Superintendent's conference day will again be held with a District agenda.

#### Commencing 2008-2009

- a. Elementary level begins with students on the Wednesday following Labor Day.
  - b. The last elementary student day will be a full day on the last Tuesday of the final week of June. The Wednesday and Thursday of that week will be a full teacher day, but no students will be in attendance. These days will be utilized for teachers' end of year responsibilities.
3. School Work Day (See Schedule C for Registered Nurses and Schedule D for Teaching Assistants)

The required work day for all unit personnel in the schools of the District will consist of 7 hours and 30 minutes, inclusive of the employee's lunch period. This period of time will include:

a. High School

- i. 6.5 periods of combined classroom instruction and supervisory duties for full-time high school teachers, inclusive of homeroom. No classes will exceed one (1) period (43 minutes) except for Regents and A.P. Biology, Chemistry, Physics, Regents, Earth Science and Excel 9 and 10 Science (which will be scheduled two (2) class period once per week);
- ii. Five (5) instructional assignments; with no more than six (6) class periods on any day; and a two-semester average of no more than twenty-five (25) periods per week;
- iii. A minimum of forty-three (43) minutes for lunch;
- iv. All remaining time for planning.
- v. If a teacher's assignment equals four (4) preparations in a semester, that teacher will not be assigned supervision duties for that semester. If the number of preparations for a teacher equals or exceeds five (5) in a semester, then the teacher shall be relieved of homeroom and supervision duties or equivalent assignments for that semester. For these purposes, a preparation is defined as a class different in content and scope from the other classes assigned to that teacher. Different ability levels of what is essentially the same course will only constitute different preparations if the general content is substantially different in subject matter covered; not merely in the difficulty of the content. (E.g., Social Studies 10E and Social Studies 10 as now taught would constitute one preparation, whereas Excel Social Studies 10 and Social Studies 10E would be two different preparations.) Regents, A.P., Excel Science laboratory periods, Writing Center assignments, and Lab School or Participation in Government Coordination are not considered class preparations. Any course meeting less than five (5) times per week will be prorated in calculation of a teacher's number of preparations. A different textbook alone does not constitute a different preparation. Physical education classes as now constituted are exempted from the provisions of this clause.

b. Middle School

- i. A minimum of 30 minutes for lunch;
- ii. A daily average of 330 minutes of instructional and supervisory time; 90 minutes of team and individual planning, with no more than 120 minutes of such time on a weekly basis to be used for team planning. Specific allocation of the total planning is to be made by the team teachers with the approval of the principal;
- iii. A minimum of 40 minutes total for individual planning time for other than team teachers.
- iv. The last student day of the year shall be a half day for students.

c. Elementary Schools

- i. A minimum of 45 minutes for lunch;
- ii. The actual instructional and supervisory time performed by elementary teachers shall not exceed a daily average of 330 minutes. Elementary teachers shall receive a minimum of ninety (90) minutes of team planning and individual planning. The ninety (90) minutes planning time may, at the discretion of the principal, be scheduled at the start and/or the end of the school day. If scheduled in two periods, those periods shall total ninety (90) minutes. It is understood that any variation in the planning schedule shall be on a complete group basis.

Elementary Team Planning Time

It shall be the goal of the parties to limit cooperative planning time for special education teachers, occupational therapist, physical therapist, social workers, resource room teachers and regular education teachers engaged in co-teaching, to 120 minutes per week. When the amount of time any of these teachers/providers are required to use for cooperative planning exceeds 120 minutes on a consistent basis, the building principal will review the cooperative planning requirements for such teacher/providers. If unable to resolve this issue at the building level, the teacher may, upon request to the Director of Pupil Personnel Services, meet with a committee consisting of the Director of Pupil Personnel Services, CSE Chairperson and school administrator to determine a cause and a plan to reduce

this time. The teacher may bring an association representative to this meeting.

Regular Education/Resource Room/Provider Staff Team Planning

In addition to the above time, a ½ day will be scheduled during the afternoon once a month for cooperative planning. Staff would agree on structured ways of communicating in addition to this model to maximize the effectiveness of this planning time. This model would be comprised of ½ day a month for planning between special education staff, providers and regular education teachers. A rotating substitute teacher will be hired to cover classroom assignments for the general education teacher for thirty (30) minutes as the teacher meets with the special education staff/providers. In addition, special class teachers will be able to meet with general education teachers during this time on students who are mainstreamed from the special class.

- iii. The classroom teacher shall be allowed to leave the teaching station when special subject teachers are being utilized. The resulting increase in planning time may be utilized for special education coordination and responsibilities.
- iv. Early dismissal days will be provided for elementary school parent conferences, scheduled in accordance with the District handbook.
- v. For the 2006-2007 school year only, the last student day of the year shall be a half day for students.
- vi. For the 2006-2007 school year only, a ½ day early dismissal will be provided in January or February for elementary teachers' (K-5) mid-year responsibilities, scheduled in accordance with the District handbook.
- vii. For the 2006-2007 and 2007-2008 school years only, the day prior to the last staff attendance day shall be a full day to be utilized for teachers' end-of-year responsibilities.

d. District Wide

- i. Teachers assigned on a part-time basis to more than one building shall be scheduled an equitable share of instructional time, planning time, etc., as provided in Article VI, Section 3a., b., c., and d., including a reasonable travel time allowance as determined by the District, between building assignments.
- ii. In cases of demonstrated need, individual tenured teachers may voluntarily accept an additional instructional assignment with appropriate additional remuneration and the assignment shall be limited to one year. School departments that utilize such teachers are limited to two consecutive years. Exceptions to the practice herein may be made for the provision herein may be made for the provision of AIS.
- iii. There shall be regularly scheduled by the building principals not more than three (3) days per month for building staff and departmental meetings in the high school and middle school, and for staff development meetings in the elementary schools. Such meeting shall be one (1) hour in duration and commence at the end of the regular school day.
- iv. Other extensions of the school day may be necessary for case conferences, parent conference, committee meetings, and program development. Participation in committee and program development activity shall be on a voluntary basis.
- v. All teachers shall participate in one annual open house per year. Elementary teachers and teachers who are assigned to more than one building may be required to participate in a second evening meeting with parents.
- vi. In lieu of applying the specific workday breakdown as contained in 3(a), 3(b), and 3(c), the following unit personnel shall, in conjunction with their supervisor and/or principal, arrange their workday to reflect their particular assignment in accordance with the principles outlined in 3(a), 3(b), and 3(c): guidance counselors, psychologists, librarians, supervisors, teaching assistants, nurses, social workers, reading teachers, resource room teachers, itinerant teachers, and speech teachers.

- vii. Teachers, in conjunction with the Building Principal, may arrange the starting and ending time of their work day relative to their scheduled assignments.
- viii. Tenured teachers may voluntarily, but will not be required to, assume additional duties because of the absence of a teacher. Untenured teachers will not assume additional duties because of the absence of a teacher.
- ix. Part-time personnel will only be required to perform or attend non-teaching duties if those activities begin within 30 minutes of the end of that teacher's responsibilities as assigned in accordance with Article XIV, Section 6.
- x. Special Education Assignments

Effective for the 2007-2008 school year, any high school or middle school special education teacher who is assigned, on any day, to co-teach or teach special "skills" classes for three (3) or more periods will be assigned student contact time of no more than five (5) periods on such days. All other special education teachers and other service providers will continue to teach six (6) classes.

## **ARTICLE VII – TEACHERS' PROFESSIONAL RESPONSIBILITIES**

1. Observation of teachers for the purpose of improving their own instruction may be performed by their Association peers upon the request of the teacher to be observed, provided peers are available at no additional cost to the District. All observations shall be reduced to writing on a form mutually agreed to by the Association and the Superintendent, and shall be made available to the immediate supervisor, the Principal, and the teacher involved.
2. Teachers shall not be responsible for cafeteria and bus duty, excluding Student Center duty as presently performed. In case of emergency, professional personnel may be temporarily assigned for such duties.
3. When teacher aides are available, they shall assist in clerical duties such as routine typing, collating of exams and materials, monitoring and correcting of standardized tests, or processing books.

4. The Board recognizes that teacher effectiveness with a group of students depends upon the ability of the individuals to function adequately. When a teacher, after consultation with the principal, files a written referral with the principal identifying a student as being unable to function adequately, and the principal concurs with the teacher, the Board agrees to provide appropriate specialists to evaluate the case within three weeks after notification. In the event the principal does not concur, a case conference involving the teacher, principal, and school psychologist (or guidance counselor) shall be held within one week of the date of referral. Upon identification of a problem requiring special services, the Board agrees to provide the same in the manner heretofore indicated. Within one month after the referral an initial appraisal will be made by the specialist involved. Such person(s) will then consult with the principal or the guidance counselor, and the teacher, and determine the measure to be taken to correct or improve the situation. The teacher will have direct access to a copy of the findings and recommendations for handling the case.
5. District and New York State policies and procedures for teacher intervention in student altercations shall be as contained in the Faculty Handbook published by the District. In addition, the District will include in the Faculty Handbook any District and/or State requirements and procedures, including notice requirements, for indemnification of teachers in the event they are named in legal actions arising out of their employment.
6. Tenured teachers shall have the right to arbitration in the matter of Discipline and Discharge providing they have not elected to appeal to the Commissioner under Education Law, and further providing that having elected to use the arbitration procedure the grievant may not elect to seek relief via the Commissioner and Education Law. In accordance with §3020 of New York State Education Law, the discipline and discharge procedures contained herein shall provide for the written election by the employee of either the procedures specified in §3020-a of New York State Education Law or the alternative disciplinary procedures contained herein. The discipline and discharge procedures contained herein shall provide for the disposition of the disciplinary charge within the amount of time allowed therefore under such §3020-a.
7. Teachers shall have the right upon written request, to review the contents of any and all district files containing information pertaining to the teacher, including but not limited to the teacher's personnel file, in the presence of a representative of the Superintendent. A teacher may elect to have an additional witness of his or her own choosing. Any material resulting from an event or occurrence involving a teacher that is to be placed in the teacher's personnel file must be reduced to writing and placed in such file within ten school days after the event or occurrence came to the attention of the

administrator. The teacher shall examine the material, receive a personal copy and affix his signature to the actual copy to be placed in the teacher's personnel file. Such signature does not constitute agreement but merely signifies he has examined the materials. Teachers shall have the right to insert written explanations or responses to material in any such file. Such explanations shall be delivered to the Superintendent within ten school days after the teacher has received a copy of the material referred to herein.

8. Prior to the employment of persons without permanent or temporary certification in a position, the Superintendent will notify the Association and enter into discussions concerning such proposed employment.

9. Academic Freedom

The Board and the Association agree that effective teaching is best promoted when each teacher is free to pursue in his class the most effective teaching possible within the accepted and established educational program of the District. Therefore, the Board will guarantee to all teachers the most reasonable degree of academic freedom within this established program.

10. Reduction in Staff

In the event of a reduction of unit personnel, the applicable provisions of State Education Law will be followed.

11. Special Education

The District supports the least restrictive environment policy and continuum of services as mandated by Federal and State requirements. The support necessary for the student to be successful in the general education classroom is defined as part of the student's I.E.P. (Individualized Educational Program) plan. The term "inclusion student" refers to a multiply or severely disabled student who receives his/her primary instruction in an age appropriate general education classroom.

The I.E.P. of a multiply or severely disabled student who is included in the regular education classroom will include a framework for inclusive Educational Services. The framework will provide a description of the inclusive program, the philosophy behind the student's program and the ingredients necessary for its success. The teacher will be provided with a copy of the framework.

## **Special Education Student Load**

At least two weeks prior to the first teacher workday of each semester, teachers will be provided access to their class lists, including an indication of the I.E.P. and 504 students. As soon thereafter as possible, teacher will be provided access to the actual IEPs and 504 plans of students with disabilities placed in their classes. Where the number of students with IEPs and/or 504 plans equals or exceeds a certain number to be mutually agreed upon by the District and the BCTA (currently 5), the teacher, the Building Principal and the CSE Chairperson will meet to review the composition of the class. However, the need for the change in student assignment or allocation of additional support will be determined by an analysis of the nature of the disabilities of the students in the class rather than by a specific number of students. If such analysis is in writing, then the writing shall be shared with the teacher, upon his/her request. If unable to resolve such issues and concerns at the building level, teachers may, upon request to the Director of Pupil Personnel Services, meet with a committee consisting of the Director of Pupil Personnel Services, CSE Chairperson and school administrator. The school psychologist may be invited to this meeting, at the request of the teacher or the District. The teacher may bring an association representative to this meeting.

Teachers will make every effort to resolve, at the building level, issues pertaining to training, including but not limited to, issues of safety, and the distribution of special education students in general education classrooms.

The determination of that committee shall be final, contingent upon legally required Committee on Special Education and Board of Education approval.

### 12. Reimbursements

The District shall reimburse teachers for reasonable costs of replacing and repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the teacher's employment.

The District will reimburse teachers for reasonable costs of any clothing or other property damaged or destroyed as a result of an assault suffered by the teacher while the teacher was acting in discharge of his/her duties within the scope of his/her employment.

The District's obligation under this provision shall be limited to reimbursement of actual expenses up to a maximum of \$250.00.

Reimbursement is not applicable to personal property brought to school (i.e., camera, CD players) that may be stolen or damaged while at school.

## **ARTICLE VIII – TEACHER EVALUATION**

1. Tenured teachers shall be evaluated according to the agreed upon Annual Professional Performance Review. See Appendix C.
2. Probationary teachers shall be evaluated according to the agreed upon Annual Professional Performance Review. See Appendix C.
3. Continuation in employment of a probationary teacher shall be based, in part, upon satisfactory performance within the scope of his or her employment. Probationary teachers shall not have the right to arbitration involving the matter of Discipline and Discharge.
4. All modifications to the Annual Professional Performance Review must be mutually agreed upon by the District and the Association in writing.

## **ARTICLE IX – VACANCIES, TRANSFERS, AND NEW POSITIONS**

1. Whenever any new position is created or whenever any vacancy shall occur in any professional position within the unit represented by the Association, the same will be publicized by giving written notice of such position of the Association and by posting such notices in each school building. This notice shall set forth the qualifications for the position, salary range, and the selection procedures. No new position or vacancy shall be filled except on a temporary basis until such position shall have been posted for at least ten (10) work days prior to the last day on which applications will be accepted. As new positions or vacancies occur for the next school year, due weight shall be given to the professional background and attainments of all applicants. The basic criteria used in filling positions will be to employ the applicant best qualified for the position. Other factors being substantially equal, applicants from within the school district will be given first consideration and be given an interview upon request.
2. Transfers shall be based upon sound educational reasons and/or physical facilities.
3. Whenever possible teachers shall be notified of any proposed transfers before the close of the preceding school year. Ordinarily, teachers will not be transferred from one building to another during the course of a school semester. Exception to this must be based on sound educational policies.

4. Teachers will be notified of their tentative assignment no later than May 15. Any adjustments required after that date will be communicated in writing to the teacher concerned as soon as the need for the adjustment is realized. This assignment notification will include the school building, the number of classes, grade level, subject and designation of any group with special needs.
5. Administrative and supervisory positions will be advertised through the posting of notices in all school buildings for at least ten (10) work days prior to the last day on which applications will be accepted. The Board reserves the right to determine what qualifications shall be established for each position and further reserves the right to determine whether such positions shall be open only to qualified applicants from within the system or whether such positions shall be open to qualified applicants from outside the system as well.

## **ARTICLE X – LEAVES OF ABSENCE**

1. Teachers will be granted sick leave of thirteen (13) days during their first year of employment, fourteen (14) days during their second year, fifteen (15) days their third year, sixteen (16) days their fourth year and each year thereafter at full salary accumulative. The Board may require physical examinations by physicians selected by the Board of any unit personnel while they are absent and using sick leave.
2.
  - a. Teachers may use up to six (6) days per year of their annual entitlement for occasions of illness in the immediate family.
  - b. In the event an employee has used all days of his annual leave for illness in the immediate family as provided in 2a above, extensions may be granted, at the discretion of the Superintendent, but, if granted, will be deducted from the individual's cumulative sick leave.
3.
  - a. Teachers will be granted an annual leave of five days to be used in the event of death in the immediate family. Such leave is not to be deducted from sick leave and is not cumulative. In the event an individual has used all five days of his annual leave for death in the immediate family, five additional days will be granted for each additional death.
  - b. In the event of the death of a current District student or a District colleague, the District will allow teachers to attend the funeral(s) and will provide one half-day per attending teacher.

4. For the purpose of this article, the "immediate family" is defined as husband, wife, mother, mother-in-law, father, father-in-law, son (or spouse's son), son-in-law, daughter (or spouse's daughter), daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchildren, any relative living as a member of a teacher's household, or any other person with whom the teacher has developed an immediate family-like obligation due to established past personal relationships.
5. Teachers who are members of a religious faith which has designated religious holidays when school is in session will be granted leave for the purpose of observing such religious holiday(s), without salary deduction. Such leave shall be granted only upon three (3) school days prior written request.
6. Maternity leave of absence shall not exceed fifteen (15) months from the time of birth or adoption of a child, except that leave must terminate at the beginning of a school semester. A male employee is entitled to leave under this provision if the male is to be the primary care giver in rearing the child. Only one staff member is entitled to a leave if two employees are the parents of the same child. In the event a pregnancy results in a miscarriage or stillbirth during or prior to such leave, the teacher with thirty (30) days notice to the District, may return or remain his/her position of employment. In the event an adoption agreement is revoked, the teacher, with thirty (30) days notice to the District, may return or remain in his/her position of employment. A teacher shall notify the District of his/her intention to take a maternity leave at least ninety (90) days in advance of the date the leave is to commence, together with the anticipated return date consistent with the first sentence herein. In the case of adoption, the teacher shall notify the District at least ninety (90) days in advance of the anticipated time an adoptive child will be available, his/her intent to take a leave, and the anticipated return date consistent with the first sentence herein. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him/her to adopt on a specific date. Maternity leave shall be an interruption of the probationary period of non-tenured teachers and shall not apply in lieu of service in meeting the probationary time requirements.
7. Each teacher, at his/her own discretion, without submitting a reason to the employer, will be granted three (3) days of personal leave annually. Except in case of emergency, the teacher shall notify the principal in each building five (5) days in advance of the leave date. Personal leave will not be used for the first or the last day of the school year, or the day immediately preceding or following a holiday or holiday period except in the case of an emergency as determined by the Superintendent. No more than two (2) personal leave days may be used consecutively except as allowed by the Superintendent.

Personal leave days will not be cumulative, will not be deducted from the staff member's sick leave, and will be granted without salary deduction.

One (1) day of unused personal leave may be utilized, at the option of the teacher, to initially join and participate in the sick leave bank in accordance with Section 13 of this article. Any unused personal leave not designated for the sick leave bank will be added to the teacher's cumulative sick leave.

8. Attendance at court for jury duty will be allowed without loss of pay, during the term of duty. Jury duty notice or its copy must be presented to the Superintendent's office.
9. Attendance at a court or P.E.R.B. hearing as a party to an action or proceeding or as a result of a subpoena will be allowed at full pay. The subpoena must be presented to the Superintendent's office.
10. Teachers may be granted leave for professional responsibilities such as attendance at conference, fulfillment of obligations as officers of state and national professional organizations, curriculum development and service as resource personnel. Such leave shall be without loss of pay less any wages received for such service, excepting only compensation for services rendered for the New York State Education Department. Such leaves shall require prior approval of the Superintendent.
11. Effective July 1, 2003, upon application to the Board and subject to their prior, annual approval, any certified professional personnel who have attained tenure status are eligible for a one (1) year leave of absence without either pay or benefits. After this one (1) year leave, any such personnel will be eligible for a maximum of one (1) more year of such leave. Any such personnel desiring such additional leave must apply to the Board for their prior, annual approval. Eligible personnel granted a full-time one (1) year leave hereunder outside of the District must return for at least two (2) years of full-time service in the District in order to be eligible for the additional one (1) year of leave. Personnel on either a part-time leave of absence who work the remainder of the position in the District, or in a full-time leave of absence who work in a District position in another tenure area, will be eligible to apply for such additional leave without the requirement to return for at least two (2) years of full-time service. In any event, no leave as provided herein will be granted beyond the limit of two (2) school years. Upon return from any such leave taken pursuant to this position, no credit for a step increment(s) will be granted for time spent on leave unless required by operation of law. Full year leaves must begin at the beginning of the school year in September. The notice of a full year leave beginning in September must be given by April 15<sup>th</sup> of the previous school year. Semester leaves may

begin in either September or February. Notice of a semester leave beginning in September must be given by April 15<sup>th</sup> of the previous school year. Notice of a semester leave beginning in February must be given by November 1<sup>st</sup> of that school year. Any one semester leave will count as a full year leave for the purpose of totaling the one and two year limits.

For a person granted a part-time leave, that part-time status will count as a full leave for the purpose of totaling the one (1) year and two (2) year limits. Furthermore, any leave taken for a portion of a school year will count as a full year for the purpose of totaling the one (1) and two (2) year limits.

This leave provision may only be exercised once during an individual's employment with the District.

12. Teachers granted a leave of absence under this Article shall notify the District of their intent to return or not to return to the District by March 15. Failure to do so will result in the loss of preferential reassignment upon return.

13. Sick Leave Bank

A sick leave bank shall be established for teachers who are physically disabled for an extended period during the school year. Such bank shall be made up of personal leave days donated by teachers initially joining the sick leave bank in accordance with Section 7 hereinabove. The bank shall be at a maximum when the number of days therein is equal to 125% of the number of unit members eligible for participation. The bank shall be replenished as it may be diminished through use, up to the prescribed maximum. After the initial donation of one (1) day of unused personal leave to join the sick leave bank, a teacher's subsequent donations to replenish the sick leave bank as provided herein shall be taken from his/her unused accumulated sick leave.

The granting of such extended leave benefit shall be subject to the following conditions:

- a. The teacher's accumulated sick leave is exhausted;
- b. The teacher satisfies a five (5) unpaid working day waiting period after exhaustion of the accumulated sick leave;
- c. The teacher provides medical evidence acceptable to the District of the extended nature of the disability. The District may require an examination by another physician.

- d. Individual withdrawals shall be limited to the equivalent number of accumulated sick leave days in the teacher's account at the beginning of the school year during which the onset of the disability occurs. The District reserves the right to withhold such extended leave benefit when:
- e. The teacher cannot continue to provide medical evidence acceptable to the District of the continuation of the disability when requested to do so by the District;
- f. The teacher may qualify for disability retirement under either any public retirement system or social security.
- g. Workers Compensation Claims

Teachers with successful Workers Compensation claims will be allowed to access the Sick Leave Bank. In such circumstances, sections (a), (b), (d) and (f) will be waived. Unit members having five years or less of service in the District will be allowed up to two hundred (200) days from the sick leave bank. Unit members who have over five years of service in the District will qualify for up to three hundred (300) days from the Sick Bank. Unit members do not have to be a member of the Sick Bank in order to qualify for this benefit, but will be subject to its membership rules including the initial donation and replenishment in accessing this benefit.

Prior to an award from the Workers Compensation Claims Board, individual's accruals must first be used, and then reimbursed should there be a successful claim. While utilizing this provision, unit members must assign Workers Compensation payments to the District.

**ARTICLE XI – MAINTENANCE OF STANDARDS**

- 1. It is agreed that any terms and conditions of employment and/or duties and responsibilities of unit personnel not specifically included in this Agreement shall be maintained.
- 2. The Board agrees to notify the Association of any contemplated significant alteration or elimination of program content and curriculum. After such notification upon request from the Association, the Board agrees to meet with Association for consultation prior to the final action.

## **ARTICLE XII – SABBATICAL LEAVE**

### **1. Sabbatical Leave**

- a. Sabbatical leaves will be available to two (2) members of the unit represented by the Association in each year during the term of this Agreement.
- b. Eligibility requirements are:
  - i. Seven (7) years of service within the District;
  - ii. Permanent certification.
- c. Sabbatical Leave Options:
  - i. Half-year leave at full salary and all fringe benefits;
  - ii. One full year at half salary and all fringe benefits;
  - iii. Two full years' leave with one-fourth year's salary each year; all fringe benefits for one year;
- d. On return, a recipient of sabbatical leave will receive salary as if service were continuous.
- e. Eligible programs will include academic study, research, and/or educational travel.
- f. The recipient shall be under obligation to return for one full year of employment in the District or return all salary and the cost of fringe benefits received during the period of leave.

### **2. Procedure**

- a. Application for Sabbatical Leave is to be submitted to the Superintendent by April 1. The application shall consist of:
  - i. Sabbatical Leave Request Form;
  - ii. A letter stating completely the plan of use of the sabbatical leave, including the purpose, activities, professional benefits to applicant, and benefits which can be expected to accrue to the

District. The applicant is encouraged to use this letter as an opportunity to express himself completely on the four topics listed.

- b. The Superintendent will determine eligibility on the basis of experience and certification.
- c. The applicant shall be initially interviewed by the Professional Advancement Committee, which committee shall make its recommendation as to approval or non-approval to the Board. Final approval or non-approval shall be made by the Board. No applicant shall be granted sabbatical leave unless recommended for approval by the Professional Advancement Committee.
- d. The request for sabbatical leave shall be submitted no later than April 1. Awards shall be announced no later than April 15.

### **ARTICLE XIII – PROFESSIONAL ADVANCEMENT COMMITTEE**

- 1. There shall exist a Professional Advancement Committee, the purpose of which committee shall be:
  - a. To make recommendations to the District on workshop courses and professional activities which do not carry academic credit but which would be recognized for salary purposes.
  - b. To make recommendations to the District relative to in-service programs.
  - c. To initially interview and make recommendations to the Board relating to applicants for Sabbatical Leave and leaves of absence as described in Article X, Section 11.
  - d. Other matters relating to professional advancement referred to it by the Board or the Association.
- 2. The Professional Advancement Committee will be appointed annually. It will consist of six (6) members and be chaired as follows:
  - a. The Superintendent or his designated representative.
  - b. A Secondary Principal appointed by the Superintendent.

- c. An Elementary Principal appointed by the Superintendent.
- d. A Senior High School teacher appointed by the Association.
- e. A Middle School teacher appointed by the Association.
- f. An Elementary School teacher appointed by the Association.
- g. At its first meeting the Committee shall elect a chairperson.

**ARTICLE XIV – PROFESSIONAL COMPENSATION AND  
RELATED ITEMS**

- 1.
  - a. Personnel covered by this Agreement shall be compensated for their services in accordance with the provisions of Schedules A, B, C, D and E attached to and incorporated in this Agreement.
  - b. Effective July 1, 1999, a unit member will advance on the application salary schedule on July 1 of a contract year based upon the amount of time worked in the previous school year as follows:
 

Less than 0.5 of a unit member work year	No Step Credit
0.5 to 0.75 of a unit member work year	0.5 Step Credit
0.76 to 1.0 of a unit member work year	1.0 Step Credit
1 semester of in-school work year	0.5 Step Credit

Unit members on a split step as of June 30, 2003 will be advanced to the next highest salary half-step effective July 1, 2003.
- 2.
  - a. Payroll checks will be issued on a bi-weekly basis. If school is not in session and personnel are not required to report to duty, checks will be issued no later than the last school day prior to the usual pay date. In no instance will the checks be released more than four (4) days prior to the usual payday.
  - b. Commencing with the 2007-2008 school year, bargaining unit members will receive their first paycheck on the first payroll period after the start of the school year.
- 3. Ten-month employees may elect 1/21 of the yearly salary each payday, or 1/26 of the yearly salary each payday. Under the 1/26 plan, 5/26 of the yearly salary will be added to the regular check on the last payday in June.

4. Eleven and twelve month employees will receive twenty-six (26) paychecks of equal gross amounts during the school year.
5. Yearly salaries will be divided by the number of paydays for the employees (21 or 26) during the school year to determine the gross amount per pay period. This gross amount is to be calculated to two decimals without rounding.
6. Part-time teachers will have compensation prorated in accordance with the percentage of teaching responsibilities assigned.

## **ARTICLE XV – RETIREMENT INCENTIVE**

1. Eligibility – a teacher must meet each of the following requirements to be eligible for a retirement incentive:
  - a. Have a minimum of fifteen (15) years of service in the Bethlehem Central School District. Teachers with fifteen (15) years of part-time service and/or full-time service in the Bethlehem Central School District shall be eligible for the incentive at a pro-rata percentage based on their total full-time equivalent service.
  - b. For an end-of-year retirement effective June 30, a teacher must submit a written letter of retirement to the Superintendent of Schools on or before January 1 and at least six (6) months in advance of the teacher's retirement date. For a retirement date effective on the first day of the second semester of a school year, the retirement letter must be submitted to the Superintendent on or before the previous July 1.
  - c. Submit a retirement application to the New York State Teachers' Retirement System prior to the effective date of retirement as reported in (b) above in the applicable school year.
  - d. Retire pursuant to the rules and regulations of the NYSTRS within the specified window for the incentive. The first year of eligibility is the school year that a teacher is eligible to retire without incurring an NYSTRS penalty (decrease in calculated retirement benefit). The unit member is wholly responsible for knowing when he or she is first eligible for NYSTRS benefits.

2. Employer Non-Elective Contribution to 403(b) Plan

- a. Employer Non-Elective Contribution – Retirement Incentive. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a Retirement Incentive. Such contribution will be in an amount equal to the Retirement Incentive outlined in Section 3 of this Article, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
- b. Employer Non-Elective Contribution – Termination Pay. The Employer agrees that the Employer Non-elective 403(b) Contribution shall be contributed to and subject to the following limitations.
- c. No Cash Options. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- d. Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

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

- e. 403(b) Accounts. The District and the BCTA will mutually select a single 403(b) provider, as long as there is such a qualified provider, for remittal of non-elective employer contributions. The mutually agreed

upon provider is currently the NYSUT endorsed 403(b) provider, and all contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company, in the name of the employee.

- f. Tier I Adjustments. Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' retirement System.
- g. Article XV.2 shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- h. Article XV.2 shall further be subject to the approval of the 403(b) Provider, which shall review the Agreement solely as a matter of form as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILLIAC") agrees to provide the Employer with ILLIAC's standard hold harmless agreement where the Employer has selected ILLIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- i. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. Each eligible employee shall forthwith notify, in writing, the District of the total elective contribution, if any, made by them to any 403(b) or 401(k) account outside of that which they contribute as an employee of the District. To the extent the employee fails to provide accurate information as to contributions made outside the District, any issues that arise from the inaccurate information shall be the exclusive responsibility of the employee.

### 3. Incentive Payment

In order to qualify for the following retirement incentive payment, a teacher must retire before the end of the teacher's third year of eligibility as described in Section 8(a) above.

Effective July 1, 2003, eligible unit members shall receive incentive payments according to the following schedule:

1 <sup>st</sup> year of eligibility in Teachers' Retirement System	\$ 6,000
2 <sup>nd</sup> year of eligibility in Teachers' Retirement System	\$ 6,000
3 <sup>rd</sup> year of eligibility in Teachers' Retirement System	\$ 6,000

Eligible unit members who have a minimum of 101 accrued sick days at retirement shall also be paid for unused sick days. Payment for unused sick days shall be made according to the following schedule:

101 – 200 days - \$40 per day (payable for days 1-200).
201 – 325 days - \$45 day (payable for days 1-325).

The maximum entitlement payable under this provision is \$20,625.

4. Teacher Assistants with fifteen (15) years of service in the district who retire under the rules of the New York State Teachers' Retirement System shall be eligible for 65% of the above incentive for teachers.
5. Nurses with fifteen (15) years of service in the district who retire under the rules of the New York State Employee's Retirement System shall be eligible for 65% of the above incentive for teachers.
6. The parties agree that in the event the District elects to implement any New York State-provided early retirement incentive plan, this language shall be void for that particular school year.
7. For any purpose under this article, at the discretion of the Superintendent, a waiver may be granted on the basis of a written application regard:
  - a. The effective date of retirement.
  - b. Notice of retirement.
  - c. Retraction of a previously-submitted notice of retirement.

Such decision by the Superintendent is final and binding, non-grievable and not subject to any review.

## **ARTICLE XVI – INSURANCE**

### **A. Health Insurance**

1. Employees may elect to join the district health insurance program provided they qualify under the plan.
2. **Board/Employee Contribution**
  - a. Employees may participate in either Par Plus, Secure Blue Preferred, or the Capital District Physicians Health Plan. Effective July 1, 2006, for each plan offered by the District, the office co-pay will be \$15 and the employer will pay an amount equal to ninety percent (90%) of the total premium for individuals and eighty-five percent (85%) for two persons, families or domestic partners. Effective July 1, 2008, the employer's contribution for two persons, families or domestic partners shall be 80%. Any indemnity or out of network benefit plan made available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family per year. The change from a \$10 to \$15 co-pay affects the office visit only and no other material change in plan coverage occurs.
  - b. Effective July 1, 2006, prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for generic drugs, \$15.00 for name-brand drugs and \$30.00 for non-formulary drugs and a "2 co-pay" mail order plan. The parties agree to continue a separate Drug Program under a pharmacy benefit management company.
  - c. Any BCTA member who applies for the domestic partner benefit shall be required to certify, under oath, the existence of the domestic partnership through the Affidavit contained in Appendix "B" to maintain this benefit. This benefit shall only apply to the BCTA member, his/her partner and any child of the BCTA member, not a child or dependent of the BCTA member's partner.
3. The parties agree to create a committee for the purpose of reviewing all aspects of the District's health insurance plans. This shall be a district-wide committee, including members of all bargaining units.

The make up of the committee shall be mutually agreed upon by the parties.

4. Liability insurance for the benefit of teaching personnel will be continued for all teachers as presently in force.
5. Employees hired after July 1, 1980, who are employed on less than half-time (on a daily/weekly) basis, are not eligible for health insurance coverage, however, they may be permitted to join the health insurance program provided herein at their own cost. Employees hired after July 1, 1980, who are employed for one semester or less on a temporary appointment, are not eligible for health insurance coverage.
6. The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1986. Furthermore, effective July 1, 1986, the Medicare reimbursement for a teacher's spouse will be eliminated upon attainment of the age of 65.
7. Dental Plan: Effective July 1, 2000 the District will contribute the amount of \$180.00 per individual and \$340.00 per family into the Dental Plan. The employee must pay an amount at least equal to the District contribution, with such deductions made in accordance with Article V, Section 6.h.
8. The District shall provide and implement a full cafeteria plan under IRS Code §125 Plan with the District paying the administrative costs thereof. Such plan will permit employee contributions for employee health insurance premiums, unreimbursed medical and dental expenses, and allowable child-care expenses, etc., in before-tax dollars.
9. Beginning with the 2008-2009 school year, the District will make available a fund in the amount of \$36,500, annually, to be used by the Association for ancillary insurance. This payment will be made in full by October 1<sup>st</sup> of each year.
10. **Retiree Health Insurance**

The District will provide health insurance under the District health insurance program for employees who retire from District service under a pension provided under the New York State Teachers' Retirement System ("TRS") or the New York State Employees Retirement System ("ERS"). In order to qualify for this benefit an employee must be eligible for health insurance as provided herein at

the time of his/her retirement, and must retire under a TRS or ERS retirement plan.

For employees who retired on or before June 30, 1999, with 15 or more years\* of service to the District, the District shall pay 100% of the individual premium or 50% of the dependent coverage premium. For employees who retired on or before June 30, 1999, with 10 or more years\* of service to the District, the District shall pay 80% of the individual premium or 50% of the dependent coverage premium.

For employees who retired between July 1, 1999 and June 30, 2007, with 15 or more years\* of service to the District, the District shall pay 98% of the individual premium or 50% of the dependent coverage premium. For employees who retired between July 1, 1999 and June 30, 2007, with 10 or more years\* of service to the District, the District shall pay 80% of the individual premium or 50% of the dependent coverage premium.

For employees who retire on or after July 1, 2007, with 15 or more years\* of service to the District, the District shall pay 90% of the individual premium or 50% of the dependent coverage premium. For employees who retire on or after July 1, 2007, with 10 or more years\* of service to the District, the District shall pay 80% of the individual premium or 50% of the dependent coverage premium.

Employees who retire with less than 10 years of District service shall be permitted to continue to participate in the District health insurance program at their own cost.

\* Part-time service can be counted for any years the teacher was eligible for health insurance benefits.

The surviving spouse of a retiree may continue coverage under the District's health insurance plan, at his/her sole expense.

## **ARTICLE XVII – MISCELLANEOUS PROVISIONS**

1. This contract constitutes the full and complete agreement between the parties, and may be altered, changed, added to, deleted from, or modified only by mutual consent by instrument, in writing, signed by the duly authorized representatives of the respective parties.
2. This contract supersedes any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

3. Any individual arrangement, agreement or contract heretofore or hereafter entered into between the Board and any individual teacher who is a member of the unit represented by the Association shall be subject to and consistent with the terms and conditions of this Agreement.
4. If any provision of this Agreement or any application of the agreement to any teacher or group of teachers is found to be explicitly and definitively prohibited by statute, then such provision or application shall be deemed void except to the extent not prohibited by statute, but all other provisions or applications shall continue in full force and effect.
5. There will be no reprisals of any kind taken against any teacher by reason of his or her membership in the Association or participation in its activities.
6. The Board of Education agrees to include in the proposed budget submitted to the electorate all monies necessary for the implementation of this Agreement.

## **ARTICLE XVIII – GRIEVANCE PROCEDURE**

### **Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board 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. These procedures are in compliance with Article 16 of the General Municipal Law.

### **Section I – Definition.**

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of a Board or administrative work rule, regulatory or policy affecting teachers, or of the terms of this Agreement.
2. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief school officer.

3. The Chief School Officer is the Superintendent of Schools.
4. Association shall mean Bethlehem Central Teachers Association.
5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in Interest shall mean the Grievance Committee of the Association, any party names in a grievance who is not the aggrieved party, the Board of Education and the Chief School Officer.
7. Grievance Committee is the committee created and constituted by the Bethlehem Central Teachers Association.
8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

## Section II – Procedures

1. All 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 when and the place where the alleged events or condition 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.
2. Except for informal decisions at Stage 1A, all decisions shall be rendered, in writing, at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher, the Association, and the Superintendent.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practical, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

6. Except as otherwise provided in Section IV 1 (a) and (b) relating to Stage 1 proceedings, either party may retain a certified shorthand reporter or other person competent to make a verbatim record or to take the minutes of a grievance proceeding in 2, 3, or 4. Unless the parties mutually agree to share the use and costs of the reporter, the party retaining the reporter shall be responsible for the costs thereof. An alternate method of recoding the proceedings in Stages 2, 3 and 4 may include the use of an audio recording device. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront, examine and cross-examine all witnesses, to testify and to call witnesses and to be furnished with a copy of any minutes or recordings made of the proceedings at each and every stage of the grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board of any member of the school district administration against the aggrieved party, any part in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievance, serving notices and taking appeals will be available in the Superintendent's office. The Superintendent shall provide a reasonable number of copies to the Association and shall maintain a supply of said forms in his office.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustments is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment upon written request of the teacher filed with the Superintendent and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, recordings, minutes and/or transcribed notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (a) and all written decisions at all stages. In the event the grievance resolution is not favorable to the aggrieved party, and provided tapes were made of the proceedings, a copy of such tapes will be made available at District expense to the aggrieved party and the Grievance Committee within two days after the recording of such tapes at Stages 2 and/or 3. The Association shall bar any additional expenses coincident with the reproduction of more than one copy of the original tape for its own use. Any claim of error in the minutes or tapes shall be made at the next appellate stage of the grievance procedure and shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

### Section III – Time Limits

1. Since it is important to good relationships that grievances 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 thirty (30) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

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 shall be barred.
4. The period of time commencing the day following the last day of school and ending the day preceding the first day of school shall not be included in the determination of time periods provided for herein.

#### Section IV – Stages for Grievance Procedure

##### 1. Stage 1: Supervisor

- a. An aggrieved party having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but in arriving at his decision, will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the aggrieved party submits the grievance through a representative, the aggrieved party may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his/her representative and the Association.

##### 2. Stage 2: Superintendent

- a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) school days after receipt of such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.

- c. The Superintendent, or his duly authorized representative, shall render a decision in writing to the aggrieved party with copy to the Grievance Committee within five (5) school days after receipt of the hearing transcript.
3. Stage 3: Board of Education
  - a. If not satisfied with the decision at Stage 2, the aggrieved party shall file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The official record maintained by the Superintendent shall be available for the use of the Board.
  - b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
  - c. Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance and discuss it with the aggrieved party.
4. Stage 4: Arbitration
  - a. Stage 4 shall be limited to only alleged inequitable application or misinterpretation of this agreement.
  - b. If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further under the grievance procedure, the Association shall file a written notice to the American Arbitration Association (with a copy to the President of the Board of Education at the District's central office) within fifteen (15) school days after receiving the written decision at Stage 3.
  - c. The rules and procedures of the American Arbitration Association shall apply in the selection of an arbitrator and in the conduct of hearings.
  - d. The decision of the arbitrator shall be final and binding.
  - e. The cost and expenses of arbitration shall be borne equally by the Board and the Association.

**ARTICLE XIX – TERM, AMENDMENT, MODIFICATION AND  
TERMINATION**

This Agreement shall be effective July 1, 2006 through June 30, 2010 and shall be consistent with all terms and provisions of the Public Employees Fair Employment Act ("Taylor Law"), Sections 200 et. seq. of the New York State Civil Service Law.

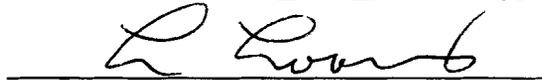
**BETHLEHEM TEACHERS ASSOCIATION**



President

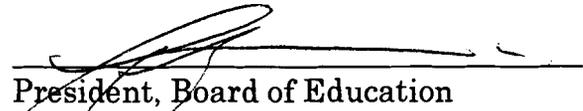
6/11/07  
Date

**BETHLEHEM CENTRAL SCHOOL DISTRICT**



Superintendent of Schools

6/11/07  
Date



President, Board of Education

6/11/07  
Date

## SALARY SCHEDULE – SCHEDULE A

1. Teacher Salary schedule – See Salary schedule A.

### 2006-2007

Is hereby amended to provide for an increase in base salaries of 5.5%, inclusive of increment.\*

### 2007-2008

Is hereby amended to provide for an increase in base salaries of 5.5%, inclusive of increment.\*

### 2008-2009

Is hereby amended to provide for an increase in base salaries of 5.75%, inclusive of increment.\*

### 2009-2010

Is hereby amended to provide for an increase in base salaries of 5.75%, inclusive of increment.\*

\* Salary schedules are attached hereto. Retroactive pay for salary from September 1, shall be made on or about December 1, 2006. Retroactive pay for work performance during the summer of 2006 (from July 1 to August 31), shall be made on or about June 1, 2007.

2. A. The Athletic Director position will consist of .4 classroom teaching and .6 administrative duties. The A.D. stipend will be \$1,600.00 with an additional \$100.00 per interscholastic sport. The position will include twenty (20) days of supplemental employment. The A.D. may coach one interscholastic sport season.
- B. Nurse Coordinator
  1. \$750.00 stipend
  2. .2 release time
  3. Four (4) year appointment

C. Middle School Team Leader

1. \$200.00 stipend
2. Release from morning duties

D. Mentor Program

1. Mentor Coordinator
  - a. \$1,000 stipend
  - b. .2 release time
2. Mentor Compensation (mentors assigned to teachers new to the profession only)
  - a. Mentors to full-time teachers paid \$1,200, pro-rated to \$600 for part-time teachers.
  - b. Mentors and their mentees shall be released for up to two (2) half-days per semester.
3. Advisor positions no longer exist.

If the State eliminates the requirements for a mentor program, these positions and this program may be eliminated by the District.

- E. The position(s) of Administrative intern granted by the District shall receive a stipend of \$1,000 per school year or pro-rated portion thereof.
- F. An individual serving in a position described in 2A, 2B, and 2D1 above may voluntarily return to his/her prior full-time tenured position. The individual will accrue salary steps and seniority on an annual basis, and will have seniority based bumping rights. The individual may voluntarily return to the District with these rights, provided that the return is at the beginning of the school year with notice to the District occurring on or before March 15 of the previous school year.

3. Supervisory Staff Stipends

A. Supervisor (K-12 responsibilities)

1. \$1,600.00 stipend
2. \$600.00 for K-5 responsibilities
3. a. 11 month employment (Science, Social Studies and Mathematics) with appropriate prorated compensation.  
b. 10 days supplemental employment (Art and Music, Health and Physical Education, and Second Language and ESL).
4. \$100.00 per supervisee with FTE .5 or greater  
\$ 50.00 per supervisee with FTE less than .5
5. 0.2 instructional duties

B. Supervisor (6-12 responsibilities only) (Occupational Education)

1. \$1,600.00 stipend
2. \$100.00 per supervisee with FTE .5 or greater  
\$ 50.00 per supervisee with FTE less than .5
3. 10 days supplemental employment
4. 0.4 instructional duties
5. K-5 Responsibilities: In addition to the other provisions of this section, those supervisors who are assigned K-5 responsibilities which were not previously (prior to this amendment) associated with their particular position shall receive an additional \$600.00 stipend since the K-5 teachers do not represent additional supervisees.

C. Supervisor (6-12) (Middle School/High School Language Arts and Reading)

1. \$1600.00 stipend
2. \$100.00 per supervisee with FTE .5 or greater  
\$ 50.00 per supervisee with FTE less than .5
3. 10 days supplemental employment
4. .2 instructional duties

D. Supervisor (1-5) (Elementary Language Arts and Reading)

1. \$800.00 stipend
2. \$100.00 per supervisee with FTE .5 or greater  
\$ 50.00 per supervisee with FTE less than .5
3. 4 days supplemental employment
4. 0.5 instructional duties

E. Pupil Personnel Positions

1. Guidance Supervisor (6-12 effective 7/1/99)
  - a. \$1,000 stipend
  - b. \$100.00 per supervisee with FTE .5 or greater  
\$ 50.00 per supervisee with FTE less than .5
  - c. 20 days supplemental employment
  - d. The position of Guidance Coordinator shall consist of 0.8 counselor duties with a 0.2 release time for Guidance Coordinator duties, or an equivalent appropriate combination of duties to be determined by the District and BCTA.
  - e. Effective 7/1/99, the position will consist of 0.6 Counselor duties and 0.4 release time for Guidance Supervisor duties as hereinabove described.

2. CSE Chairs/Psychologist or Special Education Teacher
  - a. 10 month employment position
  - b. 10 days supplemental employment/CSE Chair
  - c. 0.6 CSE Chair
  - d. 0.4 instructional duties, Psychologist or Special Education
  
4. A. The exact days and purpose of all supplemental employment will be determined by the Assistant Superintendent of Curriculum and will be compensated at the per diem rate of 1/200 of the employees' salary.
  
- B. Anyone covered by this agreement who has received or who receives an earned doctoral degree approved by the Professional Advancement Committee shall receive an additional \$600.00, and effective July 1, 2007 the amount shall be \$700.00.
  
- C. National Board Certification
  1. A Teacher achieving National Board Certification shall be paid an additional \$1,000 per year so long as such certification is maintained.
  
  2. In order for the teacher to initiate the additional stipend payment to his/her salary, he/she must notify the Superintendent of Schools, in writing, that he/she has achieved National Certification and shall submit proof of certification, if requested.
  
- D. The District will reimburse employees required to use their personal automobile for school district purposes at the maximum rate per mile allowable by the IRS and in effect on each July 1<sup>st</sup> during the term of this Agreement.
  
- E. All EIT funds will be available to the District in order to help defray the costs of this agreement.

## Teachers' Salary Schedule A

2006-2007

2007-2008

2008-2009

2009-2010

Step	BA Salary	MA Salary						
1	38,182	40,580	39,380	41,782	40,640	43,128	41,961	44,543
2	38,765	41,198	39,981	42,418	41,260	43,784	42,601	45,221
3	39,436	41,919	40,673	43,161	41,974	44,551	43,338	46,013
4	40,214	42,743	41,476	44,009	42,803	45,427	44,194	46,917
5	41,380	43,902	42,678	45,203	44,043	46,659	45,474	48,190
6	42,623	45,138	43,960	46,475	45,367	47,972	46,841	49,546
7	43,836	46,348	45,211	47,721	46,658	49,258	48,174	50,874
8	45,007	47,635	46,419	49,046	47,904	50,626	49,461	52,287
9	46,188	49,180	47,637	50,637	49,161	52,268	50,759	53,983
10	47,643	50,880	49,138	52,387	50,710	54,075	52,358	55,849
11	49,273	52,270	50,819	53,818	52,445	55,552	54,149	57,375
12	51,088	54,072	52,691	55,674	54,377	57,467	56,144	59,352
13	53,023	56,132	54,686	57,795	56,436	59,657	58,270	61,614
14	55,076	58,295	56,804	60,022	58,621	61,955	60,526	62,988
15	57,046	60,510	58,836	62,303	60,718	64,310	62,691	66,420
16	59,022	62,724	60,874	64,582	62,822	66,662	64,864	68,849
17	60,889	64,835	62,799	66,756	64,808	68,906	66,914	71,167
18	62,870	66,947	64,842	68,930	66,917	71,150	69,092	73,484
19	64,944	69,007	66,981	71,051	69,124	73,340	71,371	75,746
20	67,012	71,067	69,114	73,172	71,325	75,529	73,643	78,007
21	68,874	73,178	71,035	75,346	73,308	77,773	75,691	80,325
22	70,690	75,238	72,908	77,467	75,241	79,962	77,686	82,586
23	72,702	77,246	74,983	79,534	77,382	82,096	79,897	84,790
24	75,869	80,336	78,249	82,716	80,753	85,381	83,377	88,182
25	78,211	82,705	80,664	85,155	83,245	87,898	85,950	90,782
26	78,211	82,705	80,664	85,155	83,245	87,898	85,950	90,782
27	78,211	82,705	80,664	85,155	83,245	87,898	85,950	90,782
28	78,933	83,633	81,409	86,560	84,014	89,373	86,744	92,412

## SCHEDULE B – EXTRA DUTY PAYMENT SCHEDULE

### 1. Regulations

- A. The parties agree that Physical Education teachers will not be required to accept involuntarily any coaching assignments. Non-Physical Education teachers may accept coaching duties with the approval of their supervisor or department head and principal. Payment above the salary schedule shall be in accordance with the established athletic coaching pay schedule.
- B. Appointment to Co-Curricular activities shall be made by the principal of the school in which the activities take place after consultation with interested faculty members. Payment above the salary schedule shall be in accordance with the established Co-Curricular activity salary schedule.
- C. The Extra Duty Pay Schedule listed in this contract does not exclude payment for new extra duty positions, nor does it necessarily exclude duties presently being performed but not compensated for.
- D. Completed performance of any extra duty assignment shall establish priority on the part of the incumbent to successive appointments.
- E. All new or beginning personnel must start at step one (1) of this schedule.

### 2. A. Intramurals

- 1. Program - Elementary Schools – three sessions per school  
Middle School – three sessions of two programs per season
- 2. Funding - \$1100 per season effective July 1, 2005  
\$1150 per person effective July 1, 2007

### B. High School Fitness Center

\$22.00 per hour effective July 1, 2005  
\$23.00 per hour effective July 1, 2007

### C. Athletic Activities – See Athletic Stipend Schedule B.

- D. Co-Curricular Activities – See Level A, B, C, and D of Co-Curricular Activities List and Co-Curricular Stipend Schedules.
- E. Chaperone Rate of Pay – Elementary, middle school, or high school teachers who are requested by the principal to chaperone or supervise evening or weekend school sponsored events will be compensated at the hourly chaperone rate of pay, within the amount allocated for this purpose on the budget. Effective July 1, 2005 the hourly rate of pay for chaperones shall be \$26. Effective July 1, 2007 the hourly rate of pay for chaperones shall be \$27.

3. Advance Play

- A. If a team qualifies for open sectionals beyond the regular season, the salary will be adjusted according to the following step schedule for each week or part thereof after the first contest. If this involves vacation time, the change will be twice the chart amount per week.
- B. If a team qualifies for advance play in a limited-qualifier sectional beyond the regular season, the salary will be adjusted according to the following step schedule for each week or part thereof. If this involves vacation time, the change will be twice the chart amount per week.

**Advance Play Step Schedule 2006-2007**

Step 1	\$112	Step 4	\$140
Step 2	\$122	Step 5	\$150
Step 3	\$132	Steps 10-13	\$180

**Advance Play Step Schedule Effective July 1, 2007**

Step 1	\$115	Step 4	\$145
Step 2	\$125	Steps 5-9	\$155
Step 3	\$135	Steps 10-13	\$185

**CO-CURRICULAR ACTIVITIES**

**Musical Organizations**

This program is directly related to the instructional training and daily program for the teacher.

## BCTA MUSIC STIPEND SCHEDULE

2006-2007

Stipend Title	Years 1-3	Group 4*	Group 5**	Group 6***	Group 7****
Jazz Ensemble - HS	\$ 905	\$ 1,206	\$ 1,242	\$ 1,279	\$ 1,318
Sound Sensation – MS	\$ 1,416	\$ 1,887	\$ 1,944	\$ 2,002	\$ 2,062
Jazz Lab Band – HS	\$ 1,420	\$ 1,893	\$ 1,950	\$ 2,009	\$ 2,069
Concert Chorus – HS	\$ 1,420	\$ 1,893	\$ 1,950	\$ 2,009	\$ 2,069
Bass on Up – HS	\$ 1,420	\$ 1,893	\$ 1,950	\$ 2,009	\$ 2,069
Piping Rock - MS	\$ 1,420	\$ 1,893	\$ 1,950	\$ 2,009	\$ 2,069
Stage Band	\$ 1,420	\$ 1,893	\$ 1,950	\$ 2,009	\$ 2,069
Sound System - HS	\$ 1,700	\$ 2,267	\$ 2,335	\$ 2,405	\$ 2,478
Chorus 6	\$ 1,700	\$ 2,267	\$ 2,335	\$ 2,405	\$ 2,478
String Orchestra – MS	\$ 1,700	\$ 2,267	\$ 2,335	\$ 2,405	\$ 2,478
Band 6 – Green	\$ 1,700	\$ 2,267	\$ 2,335	\$ 2,405	\$ 2,478
Band 6 - Blue	\$ 1,700	\$ 2,267	\$ 2,335	\$ 2,405	\$ 2,478
Band 7	\$ 1,791	\$ 2,388	\$ 2,460	\$ 2,533	\$ 2,609
Concert Chorale 7	\$ 1,795	\$ 2,394	\$ 2,466	\$ 2,540	\$ 2,616
Concert Chorale 8	\$ 1,795	\$ 2,394	\$ 2,466	\$ 2,540	\$ 2,616
Symphonic Orchestra – MS	\$ 1,795	\$ 2,394	\$ 2,466	\$ 2,540	\$ 2,616
Band 8	\$ 1,795	\$ 2,394	\$ 2,466	\$ 2,540	\$ 2,616

Effective July 1, 2007

Stipend Title	Years 1-3	Group 4*	Group 5**	Group 6***	Group 7****
Jazz Ensemble - HS	\$ 937	\$ 1,248	\$ 1,285	\$ 1,324	\$ 1,364
Sound Sensation – MS	\$ 1,466	\$ 1,953	\$ 2,012	\$ 2,072	\$ 2,134
Jazz Lab Band – HS	\$ 1,470	\$ 1,959	\$ 2,018	\$ 2,079	\$ 2,141
Concert Chorus – HS	\$ 1,470	\$ 1,959	\$ 2,018	\$ 2,079	\$ 2,141
Bass on Up – HS	\$ 1,470	\$ 1,959	\$ 2,018	\$ 2,079	\$ 2,141
Piping Rock - MS	\$ 1,470	\$ 1,959	\$ 2,018	\$ 2,079	\$ 2,141
Stage Band	\$ 1,470	\$ 1,959	\$ 2,018	\$ 2,079	\$ 2,141
Sound System - HS	\$ 1,760	\$ 2,346	\$ 2,417	\$ 2,489	\$ 2,565
Chorus 6	\$ 1,760	\$ 2,346	\$ 2,417	\$ 2,489	\$ 2,565
String Orchestra – MS	\$ 1,760	\$ 2,346	\$ 2,417	\$ 2,489	\$ 2,565
Band 6 – Green	\$ 1,760	\$ 2,346	\$ 2,417	\$ 2,489	\$ 2,565
Band 6 - Blue	\$ 1,760	\$ 2,346	\$ 2,417	\$ 2,489	\$ 2,565
Band 7	\$ 1,858	\$ 2,478	\$ 2,546	\$ 2,622	\$ 2,700
Concert Chorale 7	\$ 1,858	\$ 2,478	\$ 2,552	\$ 2,629	\$ 2,708
Concert Chorale 8	\$ 1,858	\$ 2,478	\$ 2,552	\$ 2,629	\$ 2,708
Symphonic Orchestra – MS	\$ 1,858	\$ 2,478	\$ 2,552	\$ 2,629	\$ 2,708
Band 8	\$ 1,858	\$ 2,478	\$ 2,552	\$ 2,629	\$ 2,708

- \* Group 4 – Completed Greater than 3 years of service
- \*\* Group 5 – Completed Greater than 4 years of service
- \*\*\* Group 6 – Completed Greater than 5 years of service
- \*\*\*\* Group 7 – Completed Greater than 6 years of service

### **Level A Co-Curricular Activities**

Art Club – HS  
 Art Club – MS  
 Art Director – Stage 700  
 Art Director – VJC  
 Auditor – HS/MS  
 Class Advisor 6  
 Class Advisor 7  
 Class Advisor 8  
 Class Advisor 9  
 DECA  
 Elementary Student Government  
 Environmental Club – HS  
 Internal Accounts – MS  
 International Club  
 Key Club  
 Middle School Peer Helpers  
 Drama Club – MS  
 SADD – MS  
 SADD – HS  
 Service Club – MS  
 Grade 6 Newspaper  
 Students for Peace and Survival  
 Science Olympiad Team

### **Level B Co-Curricular Activities**

Video Production/Tech Guild  
 Masterminds/Science Bowl  
 Class Advisor 10  
 Class Advisor 11  
 High School Peer Helpers  
 Honor Society  
 Internal Accounts – HS  
 Student Senate – HS  
 U.N. Club

Thinking Reed – Art  
Thinking Reed – Literature

### **Level C Co-Curricular Activities**

NCBI – MS  
NCBI – HS  
TV Studio Club - MS  
HS Awards Ceremony  
BCCC  
Assistant Director – MS Musical  
Assistant Director – MS Musical  
Buy It – HS  
Choreographer – Stage 700  
Class Advisor 12  
Newspaper – EAGLE'S EYE (Tailon)  
ORIOLE Assistant No. 1 – Photography and Layout  
ORIOLE Assistant No. 2 – Business Manager  
VJC Acting Troupe  
Speech and Debate Club  
Staged Creations Director – MS  
Staged Creations Technical Director – MS  
Studio 46

### **Level D Co-Curricular Activities**

Director Stage 700  
Director MS Musical  
ORIOLE Advisor  
Vocal and Instrumental Director – Stage 700  
Technical Advisor to Stage 700, VJC

Elementary teachers who are requested by the principal to chaperone or supervise evening or weekend school sponsored events will be compensated at the hourly chaperone rate of pay, within the amount allocated for this purpose in the budget.

**BCTA CO-CURRICULAR STIPEND SCHEDULE  
Level A, B, C, D**

**Level A**

<b>Step</b>	<b>2006-2007</b>	<b>Effective July 1, 2007</b>
1	\$ 1,025	\$ 1,061
2	\$ 1,085	\$ 1,123
3	\$ 1,146	\$ 1,186
4	\$ 1,206	\$ 1,248
5	\$ 1,266	\$ 1,310
6	\$ 1,304	\$ 1,350
7	\$ 1,343	\$ 1,390
8	\$ 1,383	\$ 1,431
*	\$ 1,412	\$ 1,461

- Grandfathered amount for library media coordinator

**Level B**

<b>Step</b>	<b>2006-2007</b>	<b>Effective July 1, 2007</b>
1	\$ 1,508	\$ 1,561
2	\$ 1,628	\$ 1,685
3	\$ 1,688	\$ 1,747
4	\$ 1,809	\$ 1,872
5	\$ 1,930	\$ 1,998
6	\$ 1,987	\$ 2,057
7	\$ 2,047	\$ 2,119
8	\$ 2,108	\$ 2,182

**Level C**

<b>Step</b>	<b>2006-2007</b>	<b>Effective July 1, 2007</b>
1	\$ 1,990	\$ 2,060
2	\$ 2,111	\$ 2,185
3	\$ 2,291	\$ 2,371
4	\$ 2,412	\$ 2,496
5	\$ 2,533	\$ 2,622
6	\$ 2,609	\$ 2,700
7	\$ 2,687	\$ 2,781
8	\$ 2,768	\$ 2,865

**Level D**

<b>Step</b>	<b>2006-2007</b>	<b>Effective July 1, 2007</b>
1	\$ 2,472	\$ 2,559
2	\$ 2,653	\$ 2,746
3	\$ 2,834	\$ 2,933
4	\$ 3,015	\$ 3,121
5	\$ 3,196	\$ 3,308
6	\$ 3,292	\$ 3,407
7	\$ 3,391	\$ 3,510
8	\$ 3,493	\$ 3,615

## ATHLETIC SCHEDULE B

BCTA Athletic Stipend 2006-2007

Stipend Title	Step 1	Step 2	Step 3	Step 4	Step 5-9	Step 10	Step 11	Step 12	Step 13
Head JV Golf	\$1,400	\$1,519	\$1,644	\$1,756	\$1,875	\$2,244	\$2,311	\$2,380	\$2,451
Head JV Cheerleading (Winter) Basketball	\$1,456	\$1,580	\$1,710	\$1,827	\$1,950	\$2,334	\$2,404	\$2,476	\$2,550
Head Modified Soccer (Men & Women)	\$1,624	\$1,762	\$1,907	\$2,037	\$2,175	\$2,603	\$2,681	\$2,761	\$2,844
Head Modified Basketball (Men & Women)	\$1,792	\$1,944	\$2,104	\$2,248	\$2,400	\$2,872	\$2,958	\$3,047	\$3,138
Head Modified Baseball & Softball	\$1,792	\$1,944	\$2,104	\$2,248	\$2,400	\$2,872	\$2,958	\$3,047	\$3,138
Head Modified Lacrosse (Men)	\$1,792	\$1,944	\$2,104	\$2,248	\$2,400	\$2,872	\$2,958	\$3,047	\$3,138
Head Freshman Field Hockey (Women)	\$1,792	\$1,944	\$2,104	\$2,248	\$2,400	\$2,872	\$2,958	\$3,047	\$3,138
Head JV Cheerleading (Fall) Football	\$1,792	\$1,944	\$2,104	\$2,248	\$2,400	\$2,872	\$2,958	\$3,047	\$3,138
Head JV Tennis (Men-Spring & Women-Fall)	\$1,848	\$2,005	\$2,170	\$2,318	\$2,475	\$2,962	\$3,051	\$3,143	\$3,237
Head Varsity Bowling (Men & Women)	\$1,848	\$2,005	\$2,170	\$2,318	\$2,475	\$2,962	\$3,051	\$3,143	\$3,237
Head Varsity Golf	\$1,848	\$2,005	\$2,170	\$2,318	\$2,475	\$2,962	\$3,051	\$3,143	\$3,237
Head Varsity Cheerleading (Winter) Basketball	\$1,904	\$2,066	\$2,236	\$2,389	\$2,550	\$3,052	\$3,143	\$3,237	\$3,334
Head Freshman Soccer Coach (Men & Women)	\$2,016	\$2,187	\$2,367	\$2,529	\$2,700	\$3,231	\$3,328	\$3,428	\$3,531
Head Freshman Cross Country (Men & Women)	\$2,016	\$2,187	\$2,367	\$2,529	\$2,700	\$3,231	\$3,328	\$3,428	\$3,531
Head Freshman-Modified Swimming (Co-ed)	\$2,016	\$2,187	\$2,367	\$2,529	\$2,700	\$3,231	\$3,328	\$3,428	\$3,531
Head Freshman Volleyball (Men & Women)	\$2,072	\$2,248	\$2,433	\$2,599	\$2,755	\$3,321	\$3,420	\$3,523	\$3,629
Asst Modified Football	\$2,128	\$2,309	\$2,499	\$2,670	\$2,850	\$3,411	\$3,513	\$3,618	\$3,727
Asst Modified Wrestling	\$2,128	\$2,309	\$2,499	\$2,670	\$2,850	\$3,411	\$3,513	\$3,618	\$3,727
Head Varsity Cheerleading (Fall) Football	\$2,128	\$2,309	\$2,499	\$2,670	\$2,850	\$3,411	\$3,513	\$3,618	\$3,727
Head Freshman Baseball & Softball	\$2,240	\$2,430	\$2,630	\$2,810	\$3,000	\$3,590	\$3,698	\$3,809	\$3,923
Head Freshman Lacrosse (Men)	\$2,240	\$2,430	\$2,630	\$2,810	\$3,000	\$3,590	\$3,698	\$3,809	\$3,923
Head Freshman-Modified Lacrosse (Women)	\$2,240	\$2,430	\$2,630	\$2,810	\$3,000	\$3,590	\$3,698	\$3,809	\$3,923
Head JV Field Hockey	\$2,240	\$2,430	\$2,630	\$2,810	\$3,000	\$3,590	\$3,698	\$3,809	\$3,923
Head JV Volleyball (Men & Women)	\$2,352	\$2,552	\$2,762	\$2,951	\$3,150	\$3,770	\$3,883	\$3,999	\$4,119
Asst Varsity Gymnastics	\$2,352	\$2,552	\$2,762	\$2,951	\$3,150	\$3,770	\$3,883	\$3,999	\$4,119
Head Modified Football	\$2,408	\$2,612	\$2,827	\$3,021	\$3,225	\$3,859	\$3,975	\$4,094	\$4,217
Asst (#1) Varsity Track - Outdoor (Men & Women)	\$2,464	\$2,673	\$2,893	\$3,091	\$3,300	\$3,949	\$4,067	\$4,189	\$4,315
Asst (#2) Varsity Track - Outdoor (Men & Women)	\$2,464	\$2,673	\$2,893	\$3,091	\$3,300	\$3,949	\$4,067	\$4,189	\$4,315
Head Freshman Basketball (Men & Women)	\$2,520	\$2,734	\$2,959	\$3,161	\$3,375	\$4,039	\$4,160	\$4,285	\$4,414
Head JV Baseball & Softball	\$2,520	\$2,734	\$2,959	\$3,161	\$3,375	\$4,039	\$4,160	\$4,285	\$4,414
Head JV Lacrosse (Men & Women)	\$2,520	\$2,734	\$2,959	\$3,161	\$3,375	\$4,039	\$4,160	\$4,285	\$4,414
Asst (#1) Track - Indoor (Men & Women)	\$2,632	\$2,855	\$3,090	\$3,302	\$3,525	\$4,218	\$4,345	\$4,475	\$4,609
Asst (#2) Track - Indoor (Men & Women)	\$2,632	\$2,855	\$3,090	\$3,302	\$3,525	\$4,218	\$4,345	\$4,475	\$4,609
Asst Varsity Ice Hockey	\$2,632	\$2,855	\$3,090	\$3,302	\$3,525	\$4,218	\$4,345	\$4,475	\$4,609
Head JV Soccer (Men & Women)	\$2,688	\$2,916	\$3,156	\$3,372	\$3,600	\$4,308	\$4,437	\$4,570	\$4,707
Head Varsity Cross Country (Men & Women)	\$2,688	\$2,916	\$3,156	\$3,372	\$3,600	\$4,308	\$4,437	\$4,570	\$4,707
Head Varsity Tennis (Men-Spring & Women-Fall)	\$2,688	\$2,916	\$3,156	\$3,372	\$3,600	\$4,308	\$4,437	\$4,570	\$4,707
Head Varsity Volleyball (Men & Women)	\$2,688	\$2,916	\$3,156	\$3,372	\$3,600	\$4,308	\$4,437	\$4,570	\$4,707
Asst JV Football	\$2,744	\$2,977	\$3,222	\$3,442	\$3,675	\$4,398	\$4,530	\$4,666	\$4,806
Asst Freshman Football	\$2,744	\$2,977	\$3,222	\$3,442	\$3,675	\$4,398	\$4,530	\$4,666	\$4,806
Head Modified Wrestling	\$2,744	\$2,977	\$3,222	\$3,442	\$3,675	\$4,398	\$4,530	\$4,666	\$4,806
Head Varsity Field Hockey	\$2,744	\$2,977	\$3,222	\$3,442	\$3,675	\$4,398	\$4,530	\$4,666	\$4,806
Asst Varsity Swimming (Diving) (Men & Women)	\$2,912	\$3,159	\$3,419	\$3,653	\$3,900	\$4,667	\$4,807	\$4,951	\$5,100
Head JV Basketball (Men & Women)	\$2,968	\$3,220	\$3,485	\$3,723	\$3,975	\$4,757	\$4,899	\$5,046	\$5,197
Head JV Wrestling	\$2,968	\$3,220	\$3,485	\$3,723	\$3,975	\$4,757	\$4,899	\$5,046	\$5,197
Head Varsity Baseball & Softball	\$3,024	\$3,281	\$3,551	\$3,794	\$4,050	\$4,847	\$4,992	\$5,142	\$5,296
Head Varsity Lacrosse (Men & Women)	\$3,024	\$3,281	\$3,551	\$3,794	\$4,050	\$4,847	\$4,992	\$5,142	\$5,296
Head Varsity Gymnastics	\$3,024	\$3,281	\$3,551	\$3,794	\$4,050	\$4,847	\$4,992	\$5,142	\$5,296
Head JV Football	\$3,136	\$3,402	\$3,682	\$3,934	\$4,200	\$5,026	\$5,177	\$5,332	\$5,492
Head Freshman Football	\$3,136	\$3,402	\$3,682	\$3,934	\$4,200	\$5,026	\$5,177	\$5,332	\$5,492
Head Varsity Soccer (Men & Women)	\$3,360	\$3,645	\$3,945	\$4,215	\$4,500	\$5,385	\$5,547	\$5,713	\$5,884
Head Varsity Track - Outdoor (Men & Women)	\$3,360	\$3,645	\$3,945	\$4,215	\$4,500	\$5,385	\$5,547	\$5,713	\$5,884
Asst (#1) Varsity Football	\$3,416	\$3,706	\$4,011	\$4,285	\$4,575	\$5,475	\$5,639	\$5,808	\$5,982
Asst (#2) Varsity Football	\$3,416	\$3,706	\$4,011	\$4,285	\$4,575	\$5,475	\$5,639	\$5,808	\$5,982
Head Track - Indoor (Men & Women)	\$3,416	\$3,706	\$4,011	\$4,285	\$4,575	\$5,475	\$5,639	\$5,808	\$5,982
Head Varsity Ice Hockey	\$3,416	\$3,706	\$4,011	\$4,285	\$4,575	\$5,475	\$5,639	\$5,808	\$5,982
Head Varsity Swimming (Men & Women)	\$3,752	\$4,070	\$4,405	\$4,707	\$5,025	\$6,013	\$6,194	\$6,380	\$6,571
Head Varsity Basketball (Men & Women)	\$3,864	\$4,192	\$4,537	\$4,847	\$5,175	\$6,193	\$6,379	\$6,570	\$6,767
Head Varsity Wrestling	\$3,864	\$4,192	\$4,537	\$4,847	\$5,175	\$6,193	\$6,379	\$6,570	\$6,767
Head Varsity Football	\$4,256	\$4,617	\$4,997	\$5,339	\$5,700	\$6,821	\$7,026	\$7,237	\$7,454

## ATHLETIC SCHEDULE B

BCTA Athletic Stipend Effective July 1, 2007

Stipend Title	Step 1	Step 2	Step 3	Step 4	Step 5-9	Step 10	Step 11	Step 12	Step 13
Head JV Golf	\$1,449	\$1,572	\$1,702	\$1,817	\$1,941	\$2,323	\$2,392	\$2,463	\$2,537
Head JV Cheerleading (Winter) Basketball	\$1,507	\$1,635	\$1,770	\$1,891	\$2,018	\$2,416	\$2,488	\$2,563	\$2,639
Head Modified Soccer (Men & Women)	\$1,681	\$1,824	\$1,974	\$2,108	\$2,251	\$2,694	\$2,775	\$2,858	\$2,944
Head Modified Basketball (Men & Women)	\$1,855	\$2,012	\$2,178	\$2,327	\$2,484	\$2,973	\$3,062	\$3,154	\$3,248
Head Modified Baseball & Softball	\$1,855	\$2,012	\$2,178	\$2,327	\$2,484	\$2,973	\$3,062	\$3,154	\$3,248
Head Modified Lacrosse (Men)	\$1,855	\$2,012	\$2,178	\$2,327	\$2,484	\$2,973	\$3,062	\$3,154	\$3,248
Head Freshman Field Hockey (Women)	\$1,855	\$2,012	\$2,178	\$2,327	\$2,484	\$2,973	\$3,062	\$3,154	\$3,248
Head JV Cheerleading (Fall) Football	\$1,855	\$2,012	\$2,178	\$2,327	\$2,484	\$2,973	\$3,062	\$3,154	\$3,248
Head JV Tennis (Men-Spring & Women-Fall)	\$1,913	\$2,075	\$2,246	\$2,399	\$2,562	\$3,066	\$3,158	\$3,253	\$3,350
Head Varsity Bowling (Men & Women)	\$1,913	\$2,075	\$2,246	\$2,399	\$2,562	\$3,066	\$3,158	\$3,253	\$3,350
Head Varsity Golf	\$1,913	\$2,075	\$2,246	\$2,399	\$2,562	\$3,066	\$3,158	\$3,253	\$3,350
Head Varsity Cheerleading (Winter) Basketball	\$1,971	\$2,138	\$2,314	\$2,473	\$2,639	\$3,159	\$3,253	\$3,350	\$3,451
Head Freshman Soccer Coach (Men & Women)	\$2,087	\$2,264	\$2,450	\$2,618	\$2,795	\$3,344	\$3,444	\$3,548	\$3,655
Head Freshman Cross Country (Men & Women)	\$2,087	\$2,264	\$2,450	\$2,618	\$2,795	\$3,344	\$3,444	\$3,548	\$3,655
Head Freshman-Modified Swimming (Co-ed)	\$2,087	\$2,264	\$2,450	\$2,618	\$2,795	\$3,344	\$3,444	\$3,548	\$3,655
Head Freshman Volleyball (Men & Women)	\$2,145	\$2,327	\$2,518	\$2,690	\$2,851	\$3,437	\$3,540	\$3,646	\$3,756
Asst Modified Football	\$2,202	\$2,390	\$2,586	\$2,763	\$2,950	\$3,530	\$3,636	\$3,745	\$3,857
Asst Modified Wrestling	\$2,202	\$2,390	\$2,586	\$2,763	\$2,950	\$3,530	\$3,636	\$3,745	\$3,857
Head Varsity Cheerleading (Fall) Football	\$2,202	\$2,390	\$2,586	\$2,763	\$2,950	\$3,530	\$3,636	\$3,745	\$3,857
Head Freshman Baseball & Softball	\$2,318	\$2,515	\$2,722	\$2,908	\$3,105	\$3,716	\$3,827	\$3,942	\$4,060
Head Freshman Lacrosse (Men)	\$2,318	\$2,515	\$2,722	\$2,908	\$3,105	\$3,716	\$3,827	\$3,942	\$4,060
Head Freshman-Modified Lacrosse (Women)	\$2,318	\$2,515	\$2,722	\$2,908	\$3,105	\$3,716	\$3,827	\$3,942	\$4,060
Head JV Field Hockey	\$2,318	\$2,515	\$2,722	\$2,908	\$3,105	\$3,716	\$3,827	\$3,942	\$4,060
Head JV Volleyball (Men & Women)	\$2,434	\$2,641	\$2,859	\$3,054	\$3,260	\$3,902	\$4,019	\$4,139	\$4,263
Asst Varsity Gymnastics	\$2,434	\$2,641	\$2,859	\$3,054	\$3,260	\$3,902	\$4,019	\$4,139	\$4,263
Head Modified Football	\$2,492	\$2,703	\$2,926	\$3,127	\$3,338	\$3,994	\$4,114	\$4,237	\$4,365
Asst (#1) Varsity Track - Outdoor (Men & Women)	\$2,550	\$2,767	\$2,994	\$3,199	\$3,416	\$4,087	\$4,209	\$4,336	\$4,466
Asst (#2) Varsity Track - Outdoor (Men & Women)	\$2,550	\$2,767	\$2,994	\$3,199	\$3,416	\$4,087	\$4,209	\$4,336	\$4,466
Head Freshman Basketball (Men & Women)	\$2,608	\$2,830	\$3,063	\$3,272	\$3,493	\$4,180	\$4,306	\$4,435	\$4,568
Head JV Baseball & Softball	\$2,608	\$2,830	\$3,063	\$3,272	\$3,493	\$4,180	\$4,306	\$4,435	\$4,568
Head JV Lacrosse (Men & Women)	\$2,608	\$2,830	\$3,063	\$3,272	\$3,493	\$4,180	\$4,306	\$4,435	\$4,568
Asst (#1) Track - Indoor (Men & Women)	\$2,724	\$2,955	\$3,198	\$3,418	\$3,648	\$4,366	\$4,497	\$4,632	\$4,770
Asst (#2) Track - Indoor (Men & Women)	\$2,724	\$2,955	\$3,198	\$3,418	\$3,648	\$4,366	\$4,497	\$4,632	\$4,770
Asst Varsity Ice Hockey	\$2,724	\$2,955	\$3,198	\$3,418	\$3,648	\$4,366	\$4,497	\$4,632	\$4,770
Head JV Soccer (Men & Women)	\$2,782	\$3,018	\$3,266	\$3,490	\$3,726	\$4,459	\$4,592	\$4,730	\$4,872
Head Varsity Cross Country (Men & Women)	\$2,782	\$3,018	\$3,266	\$3,490	\$3,726	\$4,459	\$4,592	\$4,730	\$4,872
Head Varsity Tennis (Men-Spring & Women-Fall)	\$2,782	\$3,018	\$3,266	\$3,490	\$3,726	\$4,459	\$4,592	\$4,730	\$4,872
Head Varsity Volleyball (Men & Women)	\$2,782	\$3,018	\$3,266	\$3,490	\$3,726	\$4,459	\$4,592	\$4,730	\$4,872
Asst JV Football	\$2,840	\$3,081	\$3,335	\$3,562	\$3,804	\$4,552	\$4,689	\$4,829	\$4,974
Asst Freshman Football	\$2,840	\$3,081	\$3,335	\$3,562	\$3,804	\$4,552	\$4,689	\$4,829	\$4,974
Head Modified Wrestling	\$2,840	\$3,081	\$3,335	\$3,562	\$3,804	\$4,552	\$4,689	\$4,829	\$4,974
Head Varsity Field Hockey	\$2,840	\$3,081	\$3,335	\$3,562	\$3,804	\$4,552	\$4,689	\$4,829	\$4,974
Asst Varsity Swimming (Diving) (Men & Women)	\$3,014	\$3,270	\$3,539	\$3,781	\$4,037	\$4,830	\$4,975	\$5,124	\$5,279
Head JV Basketball (Men & Women)	\$3,072	\$3,333	\$3,607	\$3,853	\$4,114	\$4,923	\$5,070	\$5,223	\$5,379
Head JV Wrestling	\$3,072	\$3,333	\$3,607	\$3,853	\$4,114	\$4,923	\$5,070	\$5,223	\$5,379
Head Varsity Baseball & Softball	\$3,130	\$3,396	\$3,675	\$3,927	\$4,192	\$5,017	\$5,167	\$5,322	\$5,481
Head Varsity Lacrosse (Men & Women)	\$3,130	\$3,396	\$3,675	\$3,927	\$4,192	\$5,017	\$5,167	\$5,322	\$5,481
Head Varsity Gymnastics	\$3,130	\$3,396	\$3,675	\$3,927	\$4,192	\$5,017	\$5,167	\$5,322	\$5,481
Head JV Football	\$3,246	\$3,521	\$3,811	\$4,072	\$4,347	\$5,202	\$5,358	\$5,519	\$5,684
Head Freshman Football	\$3,246	\$3,521	\$3,811	\$4,072	\$4,347	\$5,202	\$5,358	\$5,519	\$5,684
Head Varsity Soccer (Men & Women)	\$3,478	\$3,773	\$4,083	\$4,363	\$4,658	\$5,573	\$5,741	\$5,913	\$6,090
Head Varsity Track - Outdoor (Men & Women)	\$3,478	\$3,773	\$4,083	\$4,363	\$4,658	\$5,573	\$5,741	\$5,913	\$6,090
Asst (#1) Varsity Football	\$3,536	\$3,836	\$4,151	\$4,435	\$4,735	\$5,667	\$5,836	\$6,011	\$6,191
Asst (#2) Varsity Football	\$3,536	\$3,836	\$4,151	\$4,435	\$4,735	\$5,667	\$5,836	\$6,011	\$6,191
Head Track - Indoor (Men & Women)	\$3,536	\$3,836	\$4,151	\$4,435	\$4,735	\$5,667	\$5,836	\$6,011	\$6,191
Head Varsity Ice Hockey	\$3,536	\$3,836	\$4,151	\$4,435	\$4,735	\$5,667	\$5,836	\$6,011	\$6,191
Head Varsity Swimming (Men & Women)	\$3,883	\$4,212	\$4,559	\$4,872	\$5,201	\$6,223	\$6,411	\$6,603	\$6,801
Head Varsity Basketball (Men & Women)	\$3,999	\$4,339	\$4,696	\$5,017	\$5,356	\$6,410	\$6,602	\$6,800	\$7,004
Head Varsity Wrestling	\$3,999	\$4,339	\$4,696	\$5,017	\$5,356	\$6,410	\$6,602	\$6,800	\$7,004
Head Varsity Football	\$4,405	\$4,779	\$5,172	\$5,526	\$5,900	\$7,060	\$7,272	\$7,490	\$7,715

## SCHEDULE C

### School (Registered) Nurses

The integration of the School (Registered) Nurses (hereafter referred to as RNs) into the bargaining unit as of July 1, 1980, produced the need to distinguish certain aspects of their terms and conditions of employment from the provisions appearing in the contract having application to teachers in the unit.

The parties have hereby designated Schedule C as a summary provision which embodies and defines such distinctions and, in applying RNs contractual terms and conditions of employment, must be read together with the contract document itself as a modification thereof.

1. Article VI.3. – Full-time RNs' regular workday is 7-1/2 hours, inclusive of a thirty (30) minute paid lunch period. Additionally, RNs employed after July 1, 1980, for less than twenty (20) hours per week are not eligible for fringe benefits hereunder.
2. Article VI.3.d.vi. – "Nurses" herein shall mean both RNs and School Nurse Teachers (SNTs).
3. Article VII.3. – Not applicable to RNs.
4. Article VII.5., 8 and 9. – Not applicable to RNs; provisions of Civil Service Law shall apply in matters relating to discipline, discharge and reduction in staff, and recall.
5. Article IX.2. – Not applicable to RNs.
6. Article IX.3. – Last sentence not applicable to RNs.
7. Article X.1. – Service requirement for additional sick leave to begin July 1, 1980, for RNs covered under this provision. (Such sick leave accumulation that an RN possesses as of June 30, 1980, will be carried over and credited upon inclusion in this unit).
8. Article X.11, .12. – Not applicable to RNs.
9. Article XI.1. – Not applicable to RNs insofar as "duties and responsibilities" are concerned.
10. Article XII – Not applicable to RNs.

11. Article XIV.1a. – Schedule A is not applicable to RNs, but a separate RN salary schedule shall become part of this Schedule C and is attached hereto and identified as Nurses' Salary Schedule C.
12. Appendix A.8. – While the provisions do not apply to RNs, the parties intend that RNs shall be eligible to apply for summer employment in any health service function offered by the District at the applicable RN salary.
13. Schedule A – Not applicable to RNs, except Section 2.B, 2F and 4D.
14. The agreement to pay for graduate and undergraduate courses pursuant to sections "1" and "2" of Appendix "A" shall apply to school nurses. It is understood that any payments due shall be prospective only.
15. Annual salary as designated herein is for a 7-1/2 hour workday and a 184 day work year.
16. See Nurses' Salary Schedule C.

### Nurses' Salary Schedule C

<b>STEP</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
1	27,690	28,685	29,813	30,884
2	28,113	29,124	30,269	31,357
3	28,599	29,627	30,792	31,898
4	29,164	30,212	31,400	32,528
5	30,009	31,088	32,310	33,471
6	30,911	32,022	33,281	34,477
7	31,790	32,933	34,228	35,458
8	32,186	33,343	34,654	35,899
9	32,565	33,736	35,062	36,322
10	33,591	34,799	36,167	37,466
11	34,243	35,474	36,868	38,193
12	34,476	35,715	37,119	38,453
13	35,782	37,068	38,525	39,909
14	37,168	38,504	40,018	41,456
15	38,498	39,882	41,450	42,939
16	39,831	41,263	42,885	44,425
17	41,090	42,567	44,240	45,830
18	41,794	43,296	44,998	46,615
19	42,519	44,048	45,780	47,425
20	43,198	44,751	46,510	48,181
21	43,705	45,276	47,056	48,747
22	44,144	45,731	47,529	49,237
23	45,401	47,033	48,882	50,638
24	47,419	49,197	51,165	53,033

## SCHEDULE D

### Teaching Assistants

The integration of Teaching Assistants (hereafter referred to as TA) into the bargaining unit as of July 1, 1983, produced the need to distinguish certain aspects of their terms and conditions of employment from the provisions appearing in the contract having application to teachers in the unit.

The parties have hereby designated Schedule D as a summary provision which embodies and defines such distinctions and, in applying TAs employed after July 1, 1983, for less than twenty (20) hours per week are not eligible for fringe benefits hereunder.

1. Article VI.2(a).3 – TAs' regular workday is 7-1/2 hours inclusive of a thirty (30) minute paid lunch period. Additionally, TAs employed after July 1, 1983, for less than twenty (20) hours per week are not eligible for fringe benefits hereunder.
2. Article VI.3.d.i. – Not applicable to TAs.
3. Article VII.3, .4. – Not applicable to TAs.
4. Article VII.8. – Not applicable to TAs.
5. Article X. – All leave entitlements hereunder will be based on the regular teacher year work schedule.
6. Article X.11, .12. – Not applicable to TAs.
7. Article XII. – Not applicable to TAs.
8. Article XIV.1a. – Schedule A is not applicable to TAs, but a separate salary schedule shall become part of this Schedule D and is included in subsection 12 below.
9. Appendix A.8. – While the provisions do not apply to TAs, the parties intend that TAs shall be eligible to apply for summer employment in any function offered by the District at the applicable TA salary.
10. Schedules A, C and E – Not applicable to TAs, except Schedule A.4.D.
11. Appendix A – Not applicable to TAs with the exception of Appendix A, Section 7, Professional Development Program.

12. Hourly salary as designated:

2006-2007	\$ 36.96
2007-2008	\$ 38.99
2008-2009	\$ 41.23
2009-2010	\$ 43.60

13. Work year is normally the teacher work year plus additional days, as may be scheduled by the principal.

## **SCHEDULE E**

### **Certified Occupational Therapist Assistants**

1. Certified Occupational Therapist Assistants (COTAs) shall be granted/limited in all terms and conditions of work as those granted/limited to School (Registered) Nurses pursuant to Schedule C herein.
2. See COTA Salary Schedule E.

### COTA Salary Schedule E

<b>STEP</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
1	24,683	25,459	26,375	27,324
2	25,300	26,096	27,034	28,007
3	25,933	26,749	27,711	28,708
4	26,581	27,417	28,403	29,425
5	27,246	28,103	29,114	30,162
6	27,927	28,805	29,841	30,915
7	28,625	29,525	30,587	31,688
8	29,341	30,264	31,352	32,480
9	30,074	31,020	32,135	33,291
10	30,826	31,795	32,938	34,123
11	31,443	32,432	33,598	34,807
12	32,071	33,080	34,270	35,503
13	32,713	33,742	34,955	36,213
14	33,367	34,416	35,654	36,937
15	34,035	35,105	36,367	37,675
16	34,715	35,807	37,095	38,430
17	35,410	36,524	37,837	39,198
18	36,118	37,254	38,594	39,983
19	36,659	37,812	39,172	40,581
20	37,209	38,379	39,759	41,190
21	37,768	38,956	40,357	41,809
22	38,334	39,540	40,962	42,436
23	38,909	40,133	41,576	43,072
24	39,493	40,735	42,200	43,718

## APPENDIX A

The Professional Advancement Committee is established to make recommendations the Board of Education on (1) workshop courses and professional activities (engaged in while in the employ of the Bethlehem Central Board of Education) which do not carry academic credit, but which should be recognized for salary purposes, (2) the granting of professional leaves of absence and (3) other matters relating to professional advancement referred to it by the Board of Education or Bethlehem Central Teachers Association.

### 1. Graduate Credit

- a. Unit personnel with a baccalaureate degree or master's degree who complete approved graduate courses in accredited colleges or activities which are qualified for salary adjustment will receive a salary increase of \$28.00 for each credit earned; part-time teachers will have the base salary and the payment for graduate credits pro-rated in accordance with the percentage of teaching responsibilities assigned. Effective July 1, 1986, approval will only be granted for credits directly related to the teacher's assignment(s) and responsibilities in the District or for credits directly related to school administrator certification. In those cases where eligibility is unclear, the final determination of eligibility will be made by the Professional Advancement Committee (PAC).
- b. A ceiling of sixty (60) hours beyond either the baccalaureate or master's degree is placed on the number of graduate credits for which salary increases will be made.

### 2. Undergraduate Courses

Undergraduate hours shall be considered for the purposes of salary adjustment. In order to have such salary adjustment made, the teacher must:

- a. Outline clearly the reason for taking an undergraduate course;
- b. Demonstrate that this undergraduate course improves his competence in his teaching field, or that this course is in a field which will be of use to the curriculum of the school district;
- c. Receive approval of this committee for salary adjustment for this work;
- d. Receive approval of the Board of Education for salary adjustment for his work.

3. Workshop Courses and Courses Taken Outside School District

- a. Such courses awarding credit shall be accorded salary adjustment under the above regulations for undergraduate courses.
- b. The occasional workshop or course sponsored by another school or agency that does not assign credit to its program shall be considered for salary adjustment under the following conditions:
  - i. Submission of a course description to this committee together with an application for salary adjustment.
  - ii. Approval of this application must be granted by the committee. The committee will ask the workshop to evaluate its program and to assign a course credit, or will request the advice of a qualified agency in helping it assign to the workshop program a proper amount of credit. Some considerations that must be made in setting up such a course are:
    - A 15-class hour minimum;
    - Meetings outside school time;
    - Qualifications of the instructor;
    - Requirements made on participants;
    - Comparability to a university level course;
    - Statement verifying satisfactory completion of the workshop course.
  - iii. Approval of the Board of Education.

4. In-service Courses (Bethlehem Central School District)

In-service courses given priority approval by the Board of Education upon recommendation of the Professional Advancement Committee shall qualify for salary adjustment. Some considerations that must be made in setting up such a course are:

- a. A 15 class hour minimum;

- b. Meetings outside school time;
  - c. Qualifications of the instructor;
  - d. Requirements made on participants;
  - e. Comparability to a university level course;
  - f. Statement verifying satisfactory completion of the in-service course.
5. Independent(e.g., Writing, Curriculum, Planning, Independent Study)

Under limited conditions, independent study may result in salary adjustment. The following conditions must be met:

- a. Structuring of the program:
    - i. Presentation of the project to the immediate supervisor or administrator qualified to evaluate the project.
    - ii. Documentation of the project including:
      - a. Applicability to the school program;
      - b. Purpose;
      - c. Intended results and proposed steps to carry it out;
      - d. Length of time needed for project;
      - e. Benefits to the school district to be derived from project.
    - iii. Evaluation of results must be submitted to the appropriate administrator to determine whether results meet the above stated objectives.
    - iv. Such a project must receive the approval of this committee and the Board of Education (in that order) for salary adjustment.
6. Procedure for Remuneration
- a. Evidence of completed work, accompanying applications for salary adjustment shall be submitted:

- i. By October 1 for work completed during the previous second semester and summer semester; and
  - ii. By March 1 for work completed during the first semester.
- b. Applications for salary adjustments should be submitted to the Office of the Superintendent on the standard form provided by the Superintendent's office.
- c. If the deadlines are not adhered to, applications for salary adjustment will not be considered until the next recognized deadline and no payment will be given retroactively.

7. Professional Development Program

The Professional Development Program is an optional program which will award a one time payment at the end of the school year for completion of district sponsored and approved staff development. The one time payment will be a maximum payment of \$280 to be paid at the end of the school year at the rate of \$20 per clock hour for completion of a minimum of five (5) clock hours of staff development. The maximum payment provided under the Professional Development Program will be \$280 per year for fourteen (14) clock hours.

The Professional Development Program is in addition to the present salary adjustment (approved graduate credit hours) after advanced study provided herein (Schedule A, Sections 4 and 5) which will be retained. To be eligible for the Professional Development Program, the staff development offering must be taken outside of the school day and any costs incurred will be paid by the teacher. Courses taken for college and university credit are not eligible for the Professional Development Program credit.

The Professional Advancement Committee will serve as the decision making body to approve staff development clock hours, including those offered within the district or outside of the district.

8. Extended Professional Employment Policy.

- a. The staff will be involved in reviewing policies and programs for extended professional employment.
- b. The daily rate for extended professional employment shall be \$195.00 effective July 1, 2005 and \$202.00 effective July 1, 2007.

- c. Extended professional employment shall be contingent upon available funds.

Procedure

- d. Proposals for extended professional employment will be announced by the Superintendent or his designee to the entire staff by April 1.
- e. Notification of appointment for extended professional employment will be given to an applicant by the District Clerk by May 1.
- f. Each announcement or notification of appointment for extended professional employment shall include a statement that such appointment will be contingent upon available funds.
- g. Properly certified and qualified teachers currently employed by the District shall receive first consideration for any available position.

9. Policy Regarding Salary Adjustments after Advanced Study

- a. A teacher completing graduate hours, an additional degree, or credit courses and workshops for professional advancement which qualify him for a higher salary, will notify the Superintendent of Schools by October 1 or March 1 by completing the prescribed form and attaching an official transcript or grade report.
- b. The salary increases are to become effective at the beginning of the semester following the earning of the credits.
- c. A teacher who has taken courses and workshops for professional advancement which do not carry academic credit may submit an application for a credit review of the Professional Advancement Committee. Teachers will be paid \$28.00 for each credit hour earned.
- d. Salary adjustments made on the October deadline will be effective as of September 1.

Salary adjustments made on the March 1 deadline will be effective as of February 1 and will consist of a prorated amount of the additional salary increment; proportioned to the amount of the school year remaining after February 1.

**APPENDIX B  
BCTA DOMESTIC PARTNERSHIP AFFIDAVIT**

**I. Declaration**

Name of BCTA Unit Member Employee: \_\_\_\_\_

Name of Domestic Partner: \_\_\_\_\_

**II. Criteria**

The undersigned employee and domestic partner, being of sound mind, having been duly sworn (or making affirmation) under law, hereby state the following:

1. The undersigned employee and domestic partner have a exclusive mutual commitment to share responsibility for each other's welfare and financial obligations and that this commitment is of at least two years' duration prior to the date of this affidavit and is expected to continue indefinitely.
2. That the undersigned employee and domestic partner share a single permanent residence (attach one copy of evidence such as a driver's license and deed or lease).
3. Neither of us is married to another person.
4. We are at least eighteen (18) years old and mentally competent to consent to this contract.
5. We are not related by blood to a degree of closeness, which would prohibit legal marriage in the state in which we legally reside.
6. That the undersigned employee and domestic partner are financially interdependent as demonstrated by at least three (3) of the following (check all that apply).

\_\_\_\_\_ A contractual commitment for such financial responsibility;

\_\_\_\_\_ Joint ownership of significant assets such as bank accounts, investment accounts, motor vehicles;

\_\_\_\_\_ Designation of power of attorney for durable property and /or health care;

\_\_\_\_\_ Designation of Domestic Partner as sole beneficiary for life insurance or retirement benefits;

\_\_\_\_\_ Common ownership of real estate or common leasehold interest in property;

\_\_\_\_\_ Execution of Will naming each other as executor and/or beneficiary.

7. The information in this affidavit has been provided to the School District benefits department solely for the purpose of determining benefit eligibility.

8. That the undersigned employee and domestic partner (check one):

\_\_\_\_\_ have filed a domestic partner declaration with the City/County/Borough of \_\_\_\_\_

\_\_\_\_\_ do not reside in a jurisdiction which provides for the registration of domestic partnership declarations.

9. That neither the undersigned member nor domestic partner would be able to affirm questions 1 through 9 above with respect to any person except the other.

### **III. Acknowledgments**

By signing this Statement, I declare and acknowledge my understanding and agreement that:

1. Qualified domestic partners are subject to the same plan guidelines which govern all other participants in the benefit programs. The plan documents and the insurance contracts govern all questions of coverage.

2. The School District reserves the right to request proof that a domestic partner meets the joint residency and financial interdependence eligibility criteria and agree to provide the School District with supporting documents if requested to do so.

3. The Internal Revenue Service currently treats as imputed income the value of the medical and/or dental coverage provided to domestic partners minus any contribution paid by the employee for this coverage (unless the domestic partner meets the Internal Revenue Code definition of dependent).

4. By registering my domestic partnership with the School District, my domestic partner may be eligible as a dependent for purposes of the Family and Medical Leave Act of 1993.
5. All rights and privileges given to married couples by contract will be granted to us as domestic partners, except as to the domestic partner's dependents.
6. If there is any change of circumstances attested to in this affidavit or dissolution of the partnership, the School District benefit department will be notified within thirty (30) days. A written Statement of Termination of domestic partnership shall be filed with a copy sent to the other domestic partner.
7. After termination of a domestic partnership, another affidavit of domestic partnership cannot be filed for a minimum of six (6) months.
8. That neither the undersigned member nor domestic partner has executed or filed a declaration or affidavit of domestic partner status with any other person within the past twenty-four (24) months.
9. We affirm that we will immediately inform the School District of any change in circumstance or if any of the above criteria or acknowledgments are no longer valid or applicable to our relationship.

\_\_\_\_\_  
 STATE OF NEW YORK        )  
   ) ss.:  
 COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument..

\_\_\_\_\_  
 Notary Public – State of New York

**APPENDIX C**

**Bethlehem Central School District**



**ANNUAL PROFESSIONAL PERFORMANCE  
REVIEW PLAN  
(A.P.P.R.)**

**Approved:**

**August 24, 2006**

## Table of Contents

- I. Goal Statement
- II. Evaluation and Appraisal Process
- III. Teacher Improvement plan
- IV. Professional Development Plan
- V. Review and Comment

## Attachments

- A. Teacher Evaluation Forms
- B. Teacher Improvement Plan Form
- C. Signatures BCTA & BCSD

## ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN

### I. Goal Statement

The regulatory goal of the A.P.P.R. plan is to “conduct an annual professional performance review of teachers providing instructional services and pupil personnel services.” At Bethlehem Central, the intent of this annual process is to support and enable excellence in teaching, consistent with the highest standards in the profession. The District and the BCTA are committed to continuous improvement in all aspects of its K-12 programs of instruction and support services. Annual performance review is viewed as an essential and foundational component in furtherance of professional development, which is aligned with that commitment.

### II. Annual Professional Performance Review Process

The terms of the A.P.P.R. process are as agreed upon between the District and the Bethlehem Central Teachers Association (BCTA), as follows:

#### Probationary Teachers

1. Continuation in employment of a probationary teacher shall be based, in part, upon satisfactory performance within the scope of his/her employment.
2. A plan for professional goal setting has been established for all non-tenured teachers. The teacher will identify at least 3-4 significant goals that promise to enhance instruction and discuss these goals with the subject supervisor or building principal.
3. For the purpose of determining a teacher’s effectiveness, need to improve his/her instructional technique, and qualification for continued probationary status or tenure, all probationary teachers shall be evaluated by administrators and/or supervisors at least six (6) times each year during the probationary period. The six evaluations will include:
  - a. 4 formal observations during the performance of teaching and other professional responsibilities.
  - b. 1 non-evaluative conference with a supervisor or principal.
  - c. End of Year Evaluation
4. All evaluations will be reduced to writing on the designated forms for such purpose. (See Appendix A)
5. Observation reports will be in the teacher’s hand within seven school days from the observation. The teacher shall have 10 school days to write a rebuttal about the observation and to submit it to the observer, if necessary.
6. End of year evaluations will be completed and a copy shared with the teacher by the final teacher workday of the school year.
7. No observer will conduct a subsequent observation visit before the teacher has received the written observation report from the previous visit. Administrators and subject supervisors will coordinate their evaluation schedules accordingly.
8. If the performance of the probationary teacher is less than satisfactory, the probationary teacher must be so advised on the evaluation report form with a rating of “unsatisfactory”.

9. If the probationary teacher receives an unsatisfactory on any observation or evaluation report, demonstrates inappropriate and/or unprofessional conduct that would impede their instructional duties, or does not demonstrate the ability to fulfill their professional responsibilities as outlined in Domain 4 of the Teacher Evaluation process, then they must be deemed a "teacher in need of improvement" and an intervention program that incorporates an improvement plan component, must be created. See the following section on Teacher Improvement Plan for details.
10. Unit personnel completing the final year of their probationary period must be notified at least 90 days prior to the termination of said probationary period if the teacher is not to be recommended for tenure. Teachers whose employment commences in September shall be notified by April 1.
11. Unit personnel not hired back during the probationary period must be notified by May 15 of the school year in question.
12. Probationary teachers shall not have the right to arbitration involving the matter of Discipline and Discharge.

### Tenured Teachers

13. The subject supervisor or administrator will formally observe each tenured teacher at least once every 3 years, but will complete an End of Year Summary of Goal Attainment each school year. The subject supervisor or administrator will coordinate the schedule for organizing the department or building observations.
14. The subject supervisor, building administrator, or district administrator retains the right to conduct additional formal observations.
15. Subject supervisors, building administrators, and district administrators can make informal visitations to classrooms as well.
16. Observation reports will be in the teacher's hand within seven school days from the observation. The teacher shall have 10 days to write a rebuttal about the observation and to submit it to the observer.
17. A conference concerning the observation will be held and the observation report will be filed with the Assistant Superintendent, building principal, subject supervisor, and teacher.
18. A plan for professional goal setting has been established for a 3-year cycle for all tenured teachers. Goals may be carried over each year. The teacher will identify at least one but no more than 2 significant goals that promise to enhance instruction and discuss these goals with the subject supervisor or building principal. Teachers instructing in more than one content area may choose to focus their goal on one academic area per academic year.
19. If the tenured teacher receives an unsatisfactory on any observation or evaluation report then they must be deemed a "teacher in need of improvement" or demonstrates inappropriate and/or unprofessional conduct that would impede their instructional duties, or does not demonstrate the ability to fulfill their professional responsibilities as outlined in Domain 4 of the Teacher Evaluation process, then they must be deemed a "teacher in need of improvement" and an intervention program, which incorporates an improvement plan component, must be created. See the following section on Teacher Improvement Plan for details.

The District and the BCTA have agreed to documents (Appendix A) that serve to provide consistency of format in operationalizing the APPR process. These forms provide for observations, annual appraisals, tenured teacher and probationary teacher evaluation process, and goal setting.

Appropriate to the regulatory requirement, the Bethlehem A.P.P.R. process addresses specific criteria, which comprise essential aspects of effective instruction. These include, for example:

- Content knowledge
- Pedagogical preparation
- Instructional delivery
- Classroom management skills
- Knowledge of student development
- Student assessment
- Relationships with colleagues
- Reflective and responsive practice
- Relationship with students

District observers in determining the effectiveness of teachers may use additional criteria. In each instance, observations and appraisals are individualized; with commendations and recommendations specific to the strengths, needs, goals, and objectives of the teacher.

### III. Teacher Improvement Plan

If a probationary or tenured teacher receives an unsatisfactory on any observation or evaluation report then they must be deemed a “teacher in need of improvement” or demonstrates inappropriate and/or unprofessional conduct that would impede their instructional duties, or does not demonstrate the ability to fulfill their professional responsibilities as outlined in Domain 4 of the Teacher Evaluation , then they must be deemed a “teacher in need of improvement” and an intervention program, which incorporates an improvement plan component, must be created. Participants in this plan include the teacher, a BCTA representative, the subject supervisor (if a secondary teacher), building principal, and the Assistant Superintendent.

- a. Within 10 days of the post-observation meeting or evaluation meeting where the “unsatisfactory” is announced to the teacher a meeting is required with the participants described above. If the unsatisfactory is received at the end of the academic year and there are not 10 days remaining than the meeting will occur 12 calendar days from the post observation meeting.
- b. At the meeting, a Teacher Improvement Plan will be created describing the following: the rationale for the improvement plan, areas in need of improvement (as outlined in the Frameworks: Planning and Preparation, Classroom Environment, Instruction, and/or Professional Responsibilities), supports to be provided to the teacher by the district and the BCTA, and the scheduling of a follow-up meeting within 30 school days of the planning meeting.
- c. Continued concerns would warrant consideration of removal of probationary teachers or a 3020a procedure for tenured faculty.
- d. Tenured and probationary teachers who continue to receive “unsatisfactory” observation or present concerns while a Teacher Improvement Plan is in place will have their plan modified within 10 school days.
- e. If agree upon by the BCTA and District timelines may be modified.

#### **IV. Professional Development Plan**

The District has established regular and frequent meetings of administrators and supervisors, including monthly Administrative Council (K-12 and Central Administration), Elementary Principals', and Curriculum Supervisors' meetings. These meetings provide opportunities for discussion and collaborative support relevant to the process of supervision and performance appraisal. Additionally, the District provides significant financial support to professional development experiences for personnel responsible for conducting professional performance reviews.

#### **V. Review and Comment**

The District provides the BCTA with opportunity to comment on the A.P.P.R. plan. This will be accomplished on an annual basis, involving the leadership of the BCTA. No change to this agreement will occur unless agreed upon by the BCTA and District.

**APPENDIX:**  
**FORMS**



# BETHLEHEM CENTRAL SCHOOL DISTRICT

## PROBATIONARY, PART TIME, REPLACEMENT TEACHER OBSERVATION REPORT

Select category  Probationary  Part Time  Replacement

Teacher \_\_\_\_\_ Grade/Subject/Level \_\_\_\_\_  
 Observer \_\_\_\_\_ Observation: Date & Length \_\_\_\_\_  
 Pre-Conference Date with Teacher \_\_\_\_\_ Post Conference Date with Teacher \_\_\_\_\_

This report is to be completed after each observation, its contents discussed with the teacher observed, a copy given to the teacher and a copy filed with the building principal for inclusion in the teacher's folder. Observers are to make observations and evaluations about the lesson, the pupils, and the teacher relevant to the three domains: (planning and preparation, instruction, classroom environment.) Included should be a statement of teacher objectives, class description, materials developed and used, and teaching techniques. The observation report should reflect on previous recommendations for probationary teachers.

Statements of commendations, recommendations, directions given teachers and an evaluation of the lesson, are to be included at the end of the report. A contractually required evaluation of satisfactory or unsatisfactory shall appear on all observation reports.

Lesson:

Commendations:

Planning and Preparation:

Instruction:

Classroom Environment:

Recommendations:

Planning and Preparation:

Instruction:

Classroom Environment:

Satisfactory  Received by Teacher \_\_\_\_\_ Date \_\_\_\_\_

Unsatisfactory  Observer \_\_\_\_\_ Date \_\_\_\_\_

cc: Personnel Folder. The signature of the teacher indicates the receipt of the report and is not an indicator of agreement.



# BETHLEHEM CENTRAL SCHOOL DISTRICT

## PROBATIONARY, PART TIME, REPLACEMENT TEACHER ANNUAL APPRAISAL

Select category  Probationary  Part Time  Replacement

Teacher Evaluated \_\_\_\_\_ School \_\_\_\_\_  
 Evaluator(s) \_\_\_\_\_ Date \_\_\_\_\_  
 Rating Period \_\_\_\_\_ through \_\_\_\_\_

Evaluation Criteria (from Instructional Job Description)	Evaluator Ratings*		
	Needs Improvement	Meets Expectations	Exceeds Expectations
<b>A. Planning and Preparation</b>			
1. Demonstrates current accurate knowledge in area(s) of teaching assignment			
2. Demonstrates knowledge of learning theory & child growth & development			
3. Sets definite instructional objectives and outlines sequential steps for their attainment			
4. Connects planning goals and objectives with Learning Standards and BC curriculum			
5. Includes assessments appropriate to providing student feedback and informing instruction			
6. Demonstrates knowledge of resources			
<b>B. Classroom Environment</b>			
7. Organizes and maintains classroom to maximize learning, safety and discipline.			
8. Models and expects students to show respect and consideration for the rights of others			
9. Creates an atmosphere of positive communication with students			
10. Demonstrates positive and constructive disciplinary approaches			
11. Is consistent and fair in dealing with students			
12. Demonstrates effective, efficient classroom procedures			
<b>C. Instruction</b>			
13. Communicates lesson objectives and directions clearly and accurately			
14. Effectively uses oral and written communication			
15. Uses a variety of methods, materials and strategies of instruction			
16. Adjusts instruction to accommodate diverse needs and learning styles			

17. Engages students as active participants in their learning			
18. Checks for student understanding and adjusts instruction accordingly			
	<b>Evaluator Ratings*</b>		
<b>Evaluation Criteria (from Instructional Job Description)</b>	<b>Needs Improvement</b>	<b>Meets Expectations</b>	<b>Exceeds Expectations</b>
19. Provides ongoing and timely feedback to students			
20. Challenges students to engage in independent thinking, inquiry, critical analysis and self-reflection			
<b>D. Professional Responsibilities</b>			
21. Participates in professional development			
22. Possesses professional work habits which reflect punctuality, dependability, efficiency, accuracy and confidentiality			
23. Communicates effectively and appropriately with families			
24. Follows through on suggestions for the improvement of professional performance			
25. Supports district goals and procedures			
26. Submits reports and required paperwork in a timely manner			
27. Maintains accurate records			
28. Reflects on teaching practice to guide instruction and set professional goals			
29. Maintains positive, respectful working relationships			

\*Refer to Annual Appraisal Form for comments specific to "Needs Improvement" and "Exceeds Expectations"



# BETHLEHEM CENTRAL SCHOOLDISTRICT

## PROBATIONARY, PART TIME, REPLACEMENT TEACHER ANNUAL SUMMARY REPORT

Select category  Probationary  Part Time  Replacement

Teacher	_____	Grade/Subject/Level	_____
Evaluator	_____	Date Developed	_____

This report should assess the staff member's effectiveness in the classroom and in the total school program, the degree of achievement of the staff member's goals and evidence of professional growth and promise, as they pertain to each of the four domains of professional practice. The four domains include: Planning and Preparation, the Classroom Environment, Instruction and Professional Responsibilities.

Attach a copy of teacher goals.

- Planning and Preparation
  
- Classroom Environment
  
- Instruction
  
- Professional Responsibilities

Performance:  Meets Expectations  Does Not Meet Expectations

Annual Appraisal (narrative form from each evaluator) attached.

Date	_____	Received by Teacher	_____
Date	_____	Evaluator	_____
Date	_____	Evaluator	_____
Date	_____	Evaluator	_____
Date	_____	Evaluator	_____

The staff member may attach a response if he/she desires. The staff member signature indicates receipt of the appraisal and is not an indicator of agreement.



# BETHLEHEM CENTRAL SCHOOL DISTRICT

PROBATIONARY, PART TIME, REPLACEMENT TEACHER CONFERENCE SUMMARY

Select category  Probationary  Part Time  Replacement

Teacher	_____	<u>Grade/Subject/Level</u>	_____
Principal/ Supervisor	_____	<u>Date &amp; Length</u>	_____

This conference provides opportunity for mutual exploration of items relevant to all Domains including those which transcend classroom observations.

Topics discussed included:

Principal's/Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

cc: Personnel Folder. The signature of the teacher indicates the receipt of the report and is not an indicator of agreement.

8/24/2006



# BETHLEHEM CENTRAL SCHOOL DISTRICT

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PROBATIONARY, PART TIME, REPLACEMENT TEACHER GOALS DEVELOPMENT SHEET

Select category  Probationary  Part Time  Replacement

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_

School/Building: \_\_\_\_\_

My Goal(s) (Reference the *Framework*)

What process will I use to attain this goal?

How will I assess the attainment of this goal?

How will the attainment of this goal improve the learning of my students?

\_\_\_\_\_  
(Teacher's Signature)

\_\_\_\_\_  
(Supervisor's/Administrator's Signature)

\_\_\_\_\_  
(Date)

**THIS FORM MUST BE COMPLETED BY OCTOBER 31<sup>ST</sup>.**

8/24/2006



## *Tenured Teacher Appraisal Process*

### **Our Belief**

It is our belief that the tenured teacher appraisal process is a partnership among teachers, supervisors, and administrators to promote professional growth. This partnership represents a professional community and our plan for growth and evaluation presumes that teachers at the tenured level are competent and that their performance is at the proficient level. It also presumes that it is every teacher's responsibility to continue to grow professionally. This partnership is based on mutual understanding, respect, and honest communication. It is with this understanding that we work to provide quality instruction for our students in a learning climate where everyone has the opportunity to reach their highest potential.

### **Our Vision of the Appraisal Process**

The appraisal process is one that

- Inspires
- Is reflective
- Is efficient
- Encourages risk-taking that includes the element of fun
- Is flexible
- Is collegial and collaborative
- Challenges us to succeed
- Allows for ownership by all
- Is connected to our established goal process
- Can be a multi-year evaluative process
- Includes short term and long term methods of evaluation
- Can have lesson plans as a product
- Determines the effectiveness and accountability of the teacher
- Helps all involved to improve
- Fits the unique evaluative needs of teachers

## Tenured Teacher Evaluation Process

The plan for tenured teachers incorporates these aforementioned presumptions by establishing a three-year cycle in which the assurance of continued competency and meaningful professional development becomes the responsibility of the teacher after conversation with the supervisor and/or administrator. Elements of the tenured teacher evaluation process include formal observations, professional goal setting and attainment, and informal visitations.

### Formal Observations

The subject supervisor or administrator will formally observe each tenured teacher at least once every three years. The subject supervisor, building administrator or district administrator retains the right to conduct additional formal observations. A conference concerning the observation will be held and the observation report will be filed with the assistant superintendent, building principal, subject supervisor, and teacher (see *Observation Report*). The formal observation procedures will be consistent with the provisions of the teacher contract and accepted practices.

### Professional Goal-Setting and Attainment

Each tenured teacher will participate in professional goal setting and review of progress toward goal attainment each year in a three-year cycle. The goal(s) can be carried over from one year to the next as agreed upon by the supervisor/administrator and teacher. The teacher will identify at least one but no more than two significant goals that promise to enhance instruction and discuss these goals with the subject supervisor or building principal (see *Professional Goal Proposal* form). The goal(s) must align with district goals and may relate to improving a facet of the teacher's planning and preparation, to classroom environment, to instruction, or to professional responsibilities. In addition to identifying the goal(s), the teacher and supervisor/administrator will determine the specific strategies to be employed during the year to attempt to achieve the goal(s). The evidence used to assess the goal(s) will be chosen specific to each goal(s). The professional goal proposal will be completed by October 31<sup>st</sup>.

Between May 1<sup>st</sup> and May 15<sup>th</sup>, the teacher will complete column A of the *End of Year Summary of Goal Attainment* form (see *End of Year Summary of Goal Attainment* form). Written feedback will then be provided by supervisor/administrator in column B of the *End of Year Summary Goal Attainment* form, followed by a scheduled meeting. The meeting between the teacher and supervisor/administrator will occur before June 15<sup>th</sup>. The teacher shall examine the written feedback from the supervisor/administrator, receive a personal copy, and affix his/her signature to the actual copy to be placed in the teacher's personnel file. Such signature does not constitute agreement but merely signifies he/she has examined the materials. Within ten (10) days the teacher shall have the right to insert written explanation or responses to written feedback of the supervisor/administrator. At this meeting, goal setting can take place for the upcoming school year as well.

## Professional Goal Proposal Resolution Process

In the event that there is not agreement on the teacher's professional goal proposal, the following procedure is implemented:

- 1) Teacher and supervisor/administrator recognize that they cannot mutually agree upon the professional goal proposal.
- 2) The teacher will notify the BCTA president that the goal setting was not resolved and will proceed to the next step.
  - a) **Procedure for secondary teachers:** The teacher enlists a BCTA representative and the supervisor/administrator will contact the building principal. Within ten (10) working days of the initial professional goal proposal meeting, a meeting scheduled by the building principal will be held among the teacher, the BCTA representative, the supervisor and building principal to discuss the goal proposal and attempt to arrive at a mutual agreement. At this meeting the nature of the professional goal proposal impasse is presented and an attempt is to be made to establish a compromise professional goal proposal using all pertinent information from the original professional goal proposal meeting
  - b) **Procedure for elementary teachers:** The teacher enlists a BCTA representative and the building principal. The teacher may enlist the appropriate subject supervisor. Within ten (10) working days of the initial professional goal proposal meeting, a meeting scheduled by the building principal will be held among the teacher, the BCTA representative and building principal to discuss the goal proposal and attempt to arrive at a mutual agreement. The subject supervisor may attend this meeting. At this meeting the nature of the professional goal proposal impasse is presented and an attempt is to be made to establish a compromise professional goals proposal using all pertinent information from the original professional goal proposal meeting.
3. If the issue is not resolved at this meeting, the Assistant Superintendent for Educational Programs and Instruction will be notified by the building principal within two (2) working days. Within ten (10) working days of being notified by the building principal, the Assistant Superintendent for Educational Programs and Instruction will communicate with the teacher, BCTA representative, the BCTA President, the supervisor/administrator, and the building principal to obtain the necessary and relevant information. The Assistant Superintendent for Educational Programs and Instruction may call a joint meeting of these individuals. Within two (2) working days of the completion of these meetings the Assistant Superintendent for Educational Programs and Instruction will determine the professional goal proposal and communicate it in writing to the teacher, the building principal, the supervisor/administrator, and the BCTA President.

### **Informal Visitations**

Subject supervisors, building administrators and district administrators can make informal visitations to classrooms as a way of keeping abreast of the curriculum in action. The teacher may also invite the supervisor/administrator to visit as a way of providing suggestions to the teacher in regards to how he/she could change approaches as he/she pursues his/her professional goal(s). These visitations are not considered part of the tenured teacher evaluation process.

### **Content of Annual Appraisals**

- Professional Goal Proposal
- End of Year Summary of Professional Goal Attainment
- The formal observation report, if completed in that particular year of the three-year cycle.



**BETHLEHEM CENTRAL SCHOOL DISTRICT**

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*Tenured Teacher Professional Goal Proposal Form*

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_

School/Building: \_\_\_\_\_

My Goal(s) (Reference the *Framework*)

What process will I use to attain this goal?

How will I assess the attainment of this goal?

How will the attainment of this goal improve the learning of my students?

\_\_\_\_\_  
(Teacher's Signature)

\_\_\_\_\_  
(Supervisor's/Administrator's Signature)

\_\_\_\_\_  
(Date)

**THIS FORM MUST BE COMPLETED BY OCTOBER 31<sup>ST</sup>.**

8/24/2006



# BETHLEHEM CENTRAL SCHOOL DISTRICT

## Tenured Teacher

### End-of-Year Summary of Professional Goal Attainment Form

Name: \_\_\_\_\_

School: \_\_\_\_\_

Signature of teacher upon submission: \_\_\_\_\_

Date of Submission: \_\_\_\_\_

Restate your Professional Goal:

(You may attach additional sheets of paper when answering the questions below)

Looking back on your professional goal proposal, please describe the activities you employed toward attaining your goal(s).	
Column A – Teacher's Reflection	Column B – Supervisor's/Administrator's Comments
VI. What were the results of the assessment activities?	
What was learned from the assessment results that will enhance student learning?	

8/24/2006

Column A – Teacher	Column B – Supervisor/Administrator
How do you rate your goal attainment?	How do you rate the goal attainment of this teacher?
<input type="checkbox"/> Goal completed to my satisfaction. <input type="checkbox"/> Goal not completed to my satisfaction. I will continue working on this goal next year. <input type="checkbox"/> Goal not completed, but I want to change my professional goal next year.	<input type="checkbox"/> Goal completed to my satisfaction. <input type="checkbox"/> Goal not completed to my satisfaction. I will encourage teacher to continue working on this goal next year. <input type="checkbox"/> Goal not completed, but I will encourage teacher to change their professional goal next year.
Additional Teacher Comments (Optional)	How do you rate the current performance of this teacher?
	<input type="checkbox"/> Meets or exceeds expectations <input type="checkbox"/> Does not meet expectations. <input type="checkbox"/> Supervisor/Administrator must provide a written explanation below.

Supervisor's/Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's signature upon receipt of feedback: \_\_\_\_\_ Date: \_\_\_\_\_

*Teacher's signature does not constitute agreement but merely signifies s/he has examined the materials.  
 Teachers shall have the right to insert written explanation or responses to written feedback of the supervisor/administrator.*

8/24/2006



# BETHLEHEM CENTRAL SCHOOL DISTRICT

## Tenured Teacher OBSERVATION REPORT

Teacher \_\_\_\_\_ Grade/Subject/Level \_\_\_\_\_  
 Observer \_\_\_\_\_ Observation: Date & Length \_\_\_\_\_  
 Pre-Conference Date with Teacher \_\_\_\_\_ Post Conference Date with Teacher \_\_\_\_\_

This report is to be completed after each observation, its contents discussed with the teacher observed, a copy given to the teacher and a copy filed with the building principal for inclusion in the teacher's folder. Observers are to make observations and evaluations about the lesson, the students, and the teacher relevant to the three domains: (planning and preparation, instruction, classroom environment.) Included should be a statement of teacher objectives, class description, materials developed and used, and teaching techniques.

Statements of commendations, recommendations, directions given teachers and an evaluation of the lesson, are to be included at the end of the report. A contractually required evaluation of satisfactory or unsatisfactory shall appear on all observation reports.

### Lesson:

#### Commendations:

#### Recommendations:

Planning and Preparation:

Planning and Preparation:

Instruction:

Instruction:

Classroom Environment:

Classroom Environment:

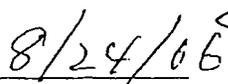
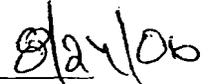
Satisfactory  Received by Teacher \_\_\_\_\_ Date \_\_\_\_\_  
 Unsatisfactory  Observer \_\_\_\_\_ Date \_\_\_\_\_

cc: Personnel Folder. The signature of the teacher indicates the receipt of the report and is not an indicator of agreement.

# Signatures of Agreement

## ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN (A.P.P.R.)

The signatures below by the Bethlehem Central School District and the Bethlehem Teachers Association indicate agreement of the procedures and plan as outlined in the Annual Professional Performance Review.

			
Dr. Leslie G. Loomis	Date	Mr. David Rounds	Date
Superintendent		President	
Bethlehem Central School District		Bethlehem Central Teachers Association	

8/24/2006

## INDEX

<b>TITLE</b>	<b>PAGES</b>
<b>Academic Freedom</b>	<b>14</b>
<b>Advanced Study</b>	<b>64</b>
<b>Annual Professional Performance Review Plan (APPR)</b>	<b>69</b>
<b>Association Rights and Privileges</b>	<b>2</b>
<b>Athletic Stipends</b>	<b>52-53</b>
<b>Certified Occupational Therapy Assistants</b>	<b>59</b>
<b>COTA Salary Schedule</b>	<b>60</b>
<b>Compensation and Related Items</b>	<b>24</b>
<b>Deductions, Dues, etc.</b>	<b>4</b>
<b>Domestic Partnership Affidavit (Appendix B)</b>	<b>66</b>
<b>Educational Advancement</b>	<b>61</b>
<b>Extended Professional Employment</b>	<b>64</b>
<b>Extra Duty Payment (Schedule B)</b>	<b>45</b>
<b>General Conditions of Employment</b>	<b>21</b>
<b>School Work Year</b>	<b>5</b>
<b>School Work Day</b>	<b>5</b>
<b>Graduate Credit</b>	<b>61, 64</b>
<b>Grievance Procedure</b>	<b>32</b>
<b>Stages 1-3</b>	<b>36-37</b>
<b>Arbitration</b>	<b>13, 16, 37</b>
<b>Independent Pursuits</b>	<b>63-64</b>
<b>In-service Courses</b>	<b>62</b>
<b>Insurance</b>	<b>29</b>
<b>Leaves of Absence</b>	<b>17</b>
<b>Maintenance of Standards</b>	<b>21</b>
<b>Miscellaneous Provisions</b>	<b>31</b>
<b>Negotiation Procedures</b>	<b>2</b>
<b>New Positions</b>	<b>16</b>
<b>Nurses Salary Schedule C</b>	<b>56</b>
<b>Official Signatures</b>	<b>38</b>
<b>Professional Advancement Committee</b>	<b>23, 43</b>
<b>Professional Development Program</b>	<b>64</b>
<b>Professional Responsibilities</b>	<b>12</b>
<b>Recognition</b>	<b>1</b>
<b>Reduction in Staff</b>	<b>14</b>
<b>Remuneration</b>	<b>63</b>
<b>Reservation of Rights</b>	<b>1</b>
<b>Retirement Incentive</b>	<b>25</b>

**INDEX (continued)**

<b>TITLE</b>	<b>PAGES</b>
<b>Sabbatical Leave</b>	<b>22</b>
<b>Salary Schedules</b>	<b>44-60</b>
<b>Sick Leave Bank</b>	<b>20</b>
<b>Supervisors' Stipends</b>	<b>41</b>
<b>Teacher Evaluation</b>	<b>16</b>
<b>Teachers' Professional Responsibilities</b>	<b>12</b>
<b>Teachers' Salary Schedule</b>	<b>44</b>
<b>Teaching Assistants (Schedule D)</b>	<b>57-58</b>
<b>Tenured Teachers</b>	<b>11-13</b>
<b>Term, Amendment, Modification, and Termination</b>	<b>38</b>
<b>Transfers</b>	<b>16</b>
<b>Undergraduate Courses</b>	<b>61</b>
<b>Vacancies</b>	<b>16</b>
<b>Work Day and Work Year</b>	<b>5</b>
<b>Workshops and Courses Outside District</b>	<b>62</b>