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Contract Database Metadata Elements

Title: **Broadalbin-Perth Central School District and Broadalbin-Perth Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2007) (MOA)**

Employer Name: **Broadalbin-Perth Central School District**

Union: **Broadalbin-Perth Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **07/01/2007**

Expiration Date: **06/30/2011**

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**AGREEMENT
BY AND BETWEEN
THE BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT
AND
THE BROADALBIN-PERTH TEACHERS ASSOCIATION**

WHEREAS, the Broadalbin-Perth Teachers' Association ("BPTA") represents certain certified personnel employed by the Broadalbin-Perth Central School District ("District") and are parties to a collective bargaining agreement for the period July 1, 2007 to June 30, 2011 ("Collective Bargaining Agreement"); and

WHEREAS, the District wishes to offer a retirement incentive program for the 2009-2010 school year by offering payment for unused sick leave days as an incentive to retire ("Retirement Incentive"); and,

WHEREAS, the BPTA is agreeable to such an option;

IT IS HEREBY AGREED AS FOLLOWS:

1. Any member of the bargaining unit who has a minimum of fifteen (15) years of service to the District immediately prior to retirement and who satisfies the conditions set forth below will be eligible to sell back unused sick time up to one-hundred and seventy-five (175) days at their 2009-2010 per diem rate of pay, subject to a maximum payment of Twenty-Five Thousand Dollars (\$25,000).
2. In order to be eligible for this retirement incentive, the bargaining unit member must satisfy the following conditions:
 - a. Submit his/her irrevocable letter of resignation for retirement purposes to the Superintendent of Schools no later than March 15, 2010;
 - b. Retire effective no earlier than June 30, 2010 and no later than August 31, 2010; and,
 - c. Complete the 2009-2010 school year, without using more than five (5) of his/her accumulated sick leave days. Any bargaining unit member who requests the retirement incentive contained in this agreement who uses more than five (5) days of sick leave, will have \$150 for each day deducted from the sick day buy back payment.
4. Any member electing to participate in this retirement incentive shall not be entitled to utilize any sick days cashed in under this retirement incentive for the purposes set forth in Article 8.6.3 or 11.1.1.2 of the collective bargaining agreement. In other words, accumulated sick days may only be used for one purpose and shall not count towards multiple purposes.
5. In order for this MOA to become operable, a sufficient number of members must participate such that the savings realized by their participation results in sufficient monetary savings to the District for its 2010-2011 budget as determined by the District. No later than March 29, 2010, the District shall assess whether this retirement incentive effort has resulted in such savings and shall so notify the Association in writing. If sufficient savings are attained, then the MOA shall be fully operable. If the District notifies the Association that sufficient savings were not

realized, then the MOA shall not be operable and those members who submitted letters resignation for retirement subsequent to the date of this MOA will be notified by the District no later than March 29, 2010 that the retirement incentive will not be offered and afforded the opportunity to withdraw their letter of resignation by written notice received by the District on or before April 16, 2010. If no revocation is received from a member by that date, then the letter of resignation for retirement shall be deemed valid and binding. The member who submitted her letter of retirement before the date of this Memorandum of Agreement shall also be entitled to the retirement incentive set forth in this MOA if the requisite savings are realized, but is not entitled to withdraw her letter if the required savings is not realized.

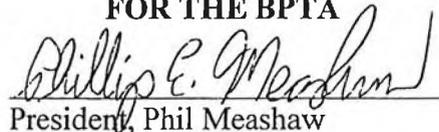
6. Consistent with any applicable laws and regulations, payments required by this retirement incentive shall be made in a lump sum to a 403-b tax deferred account, on behalf of the retiree, within thirty (30) days of his/her retirement. Any excess amount beyond the limit allowed to be paid to the member's 403-b tax deferred account, shall be paid directly to the member subject to appropriate tax withholdings.
7. This retirement incentive is in addition to and not in lieu of the incentive set forth in Article 23 of the collective bargaining agreement. One member has submitted her letter of retirement under Article 23 and that benefit is not in any way impacted by this additional retirement incentive whether or not it becomes operable.
8. This agreement shall sunset on August 31, 2010 and shall have no further force or effect, except as to payment dues on or after that date.
9. This agreement is subject to the approval of the Board of Education of the District.

FOR THE DISTRICT



Stephen Tomlinson
Superintendent of Schools

FOR THE BPTA



President, Phil Meashaw

MEMORANDUM OF UNDERSTANDING

Between the
SUPERINTENDENT

Of the
BROADALBIN PERTH CENTRAL SCHOOL DISTRICT

And the
BROADALBIN PERTH TEACHERS ASSOCIATION

Whereas, The Broadalbin Perth Teachers Association is the exclusive bargaining representative for teachers and other certified personnel employed by the Broadalbin Perth CSD, and

Whereas, the President of the Broadalbin Perth TA has co-signed the local NYS Race To The Top (RTTT) Memorandum Of Understanding,

The Parties hereby agree to and affirm the following:

- I. No RTTT programs shall be implemented in the district that conflict with any existing provisions of the collective bargaining agreement (CBA).
- II. Should a conflict arise, the parties can enter into negotiations only with the mutual consent of both parties.
- III. Any RTTT program that contemplates topics that are mandatory subjects of negotiation under the Taylor Law shall not be implemented without proper negotiation with the Association.
- IV. In order to facilitate the creation of quality educational programs, maintain professionalism, and minimize potential labor management conflict, a committee shall be formed to develop RTTT programs, which will include two members chosen by the Association.

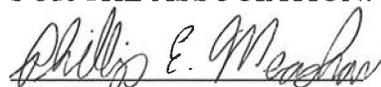
DATED: January 7, 2010

FOR THE SCHOOL DISTRICT:



Mr. Stephen Tomlinson
Superintendent of Schools

FOR THE ASSOCIATION:



Mr. Phil Meashaw
BPTA President

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT
AND
BROADALBIN-PERTH TEACHERS ASSOCIATION**

WHEREAS, the Broadalbin-Perth Central School District (hereinafter "School District") and Broadalbin-Perth Teachers Association (hereinafter "Association") are parties to a collective bargaining agreement for the period July 1, 2007 through June 30, 2012 (hereinafter "Agreement"); and,

WHEREAS, the Association by grievance dated April 15, 2009 alleged that the School District violated Article 22.4 of the Agreement when it failed to appoint Curriculum Coordinators for the 2009-2010 school year; and,

WHEREAS, the School District has denied that its actions violate the Agreement; and,

WHEREAS, the matter has proceeded to arbitration before Arbitrator John Trela (AAA Case No. 15 390 00312 09); and,

WHEREAS, the parties have discussed the matter and decided to resolve it without the need for further hearings under the following terms and conditions.

IT IS HEREBY AGREED:

1. The Association withdraws with prejudice its grievance and arbitration in this matter and shall so notify the American Arbitration Association.

2. The Association agrees that no Curriculum Coordinators will be appointed for the 2009-2010 school year and shall not further grieve that occurrence.

3. The parties understand that the language and circumstances surrounding the appointment of Curriculum Coordinators is unique as is set forth in Article 22.4 of the Agreement. The Association understands and agrees that in other appointments such as Co-Curricular (Appendix A) and Coaching (Appendix B), the School District has the absolute right to determine in the first instance whether any such individual activity shall occur in any given school year and only upon determining to have such activity shall the contractual compensation be paid to the appropriate Co-Curricular person and/or Coach. The School District understands and agrees that there exists a higher expectation that Curriculum Coordinators will be appointed each school year. The parties understand that "qualified candidate" means, at a minimum, a person possessing certification in the subject area involved or, in the absence of a teacher

applicant, a certified administrator.

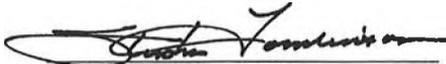
4. In light of the above, the parties agree to add the following new section 22.4.4 to the Agreement:

“22.4.4 The School District shall annually post the positions of Curriculum Coordinator seeking qualified applicants. Each school year the School District shall annually appoint a Curriculum Coordinator to each of the above listed areas absent compelling financial circumstances or in the absence of qualified applicants. In the event the Superintendent of Schools intends to recommend that the Board of Education not fill one or more of the Curriculum Coordinator positions for any given school year, the Superintendent shall notify the Association President of such intention in writing and, upon request, shall meet with the Association at which time the Association may provide input as to that issue and/or explore alternatives. This notice and opportunity for consultation shall occur prior to any Board action concerning the Curriculum Coordinator position(s).”

5. This Memorandum fully and finally resolves the issues surrounding the grievance and arbitration.

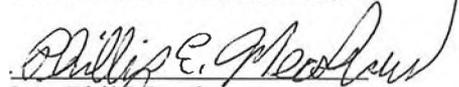
DATED: November 13, 2009

FOR THE SCHOOL DISTRICT:



Mr. Stephen Tomlinson
Superintendent of Schools

FOR THE ASSOCIATION:



Mr. Phil Meashaw
BPTA President

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
SUPERINTENDENT
of the
BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT
and the
BROADALBIN-PERTH TEACHERS ASSOCIATION**

The District and the Association are parties to a collective bargaining agreement (CBA) in effect for the period of July 1, 2007 to June 30, 2012. The parties acknowledge the necessity of modifying the CBA for the 2009-2010 school year due to the ongoing fiscal crisis. The terms of this memorandum shall be enforced by use of Article 7 (Grievance Procedure) of the CBA.

The District and the Association agree that the current contract will not be reopened until July 1, 2012, except for the following modifications:

8.3 Carrier

- .1 The parties agree that the Board shall continue to implement the Blue Cross/Blue Shield of Utica Watertown Preferred Provider Organization Plan (PPO "A") (See Appendix J) currently administered under the Fulmont Health Trust. Effective July 1, 2009, the District shall no longer offer the Blue Cross/Blue Shield of Utica Watertown Indemnity Plan. In addition, the Board will continue to administer the MVP and Capital District Physicians Health Plan (CDPHP) HMO plans.
- .2 The additional benefits are Vision Care under Major Medical and increase of the Major Medical maximum to \$1,000,000 in exchange for the addition of a "No Fault Exclusion" rider added to the policy.

8.3.3 It is agreed that the Board may change health insurance carriers during the term of this agreement provided that the insurance plan under the new carrier is at least equal in all respects to the present plan. Changes to the current plans that result in closely equivalent but not equal plans must be mutually agreed upon by the Board and the Association.

8.4 Prescription Plan

- 8.4.1 For members of the unit appointed prior to July 1, 1985, the Board agrees to pay ninety percent (90%) of the cost of the Prescription Plan for individuals and dependents. For unit members appointed on or after July 1, 1985, the Board agrees to pay seventy-five percent (75%) of the cost of the Prescription Plan for individuals. For unit members appointed on or after July 1, 1985, who opt for dependent coverage

under the Prescription Plan the Board, will pay fifty percent (50%) of the excess cost of a dependent prescription policy over the cost of individual coverage.

8.5 **Dental Plan**

8.5.1 The Board agrees to pay dental insurance under the eighty percent (80%) plan of Blue Shield of Northeastern New York, including Rider A that includes more extensive care. Prosthetics, Peridontics, and/or Orthodontics are excluded from this policy.

8.6 **Retiree Health Insurance Coverage**

- .1 For unit members that contribute 10% of their health premium, the Board of Education agrees to contribute 75% of the cost of an individual plan or 60% of a two-person or family plan during retirement.
- .2 For unit members that contribute 15% of their health premium, the Board of Education agrees to contribute 50% of the cost of an individual plan or 35% of a two-person or family plan during retirement.
- .3 For unit members contributing 15% of their health premium, the Board of Education further agrees to increase its rate of contribution based upon accumulated sick days. The Board will increase its contribution, in retirement, by 1% for each ten (10) days accrued above fifty (50) days up to a maximum additional contribution of 25% for a teacher that has reached three hundred (300) accumulated days.
- .4 The Board shall continue to maintain the contribution rate at the same level as when the member retired.

8.6.5 **Health Reimbursement Account**

The District will establish for all unit members a Health Reimbursement Arrangement (hereafter HRA) plan account as defined in §105(h) of the Internal Revenue Code for payment of unreimbursed medical, dental, vision expenses and other allowable expenses. The account shall be subject to any applicable laws, rules, and regulations. This section shall not expire or “sunset” when this CBA expires on June 30, 2012. However, the yearly dollar amount of the HRA shall not be paid until a successor agreement has been ratified by the parties

1. Subject to the above, the dollar amount of this HRA shall be \$500 per year

2. HRA contributions will be made available to unit members by July 1 of each calendar year, effective 2009.
3. The district assumes all administrative costs and fees associated with the HRA.
4. Unit members will utilize their Section 125 plan deposits, if any, prior to their Section 105(h) plan deposits.
5. Once a unit member retires from or terminates his/her employment with the District, there will be no further contributions to the individual's account; but he/she may continue to access any remaining deposits until the account is exhausted. Should the member predecease their spouse or domestic partner, the remaining funds may be used by their spouse or domestic partner until the funds are exhausted. If a unit member is terminated for cause or voluntarily resigns for another employment opportunity, he/she may continue to access any remaining deposits for a period of 90 days.
6. In the event of a mid year hire/termination/voluntary separation, the annual deposit will be pro-rated. However, if there are insufficient funds in the individual's account, there will be no requirement of the individual to reimburse the District or fund.
7. The HRA plan year will be July 1st to June 30th.
8. The HRA will be administered by a third party administrator chosen by the district with input from the Association. A third party administrator shall not be determined until the Association has had adequate opportunity to review administrator proposals and plan documents. The level of services and number of reimbursement options provided by the administrator will not change without negotiation with the Association.
9. The third party administrator and/or the District will provide members no less than four (quarterly) statements per year.
10. Unit members may not elect cash in lieu of the HRA.
11. All unused deposits, if any, will roll over from year to year, with a maximum cap of \$10, 000.
12. The third party administrator will not disclose employee information about any participating unit member to any person or entity for any purpose unless specifically authorized by the unit member or compelled by a court to do so.

13. A comprehensive list of eligible reimbursement expenses shall be attached to this agreement as "Appendix L".

8.6.6 Pre-Retirement Payment

Unit members retiring will have a one time deposit in the amount of up to \$3000 made into their individual Section 105(h) account prior to the date of their retirement. This deposit will not exceed the \$10,000 cap on HRA amounts.

8.8 Health Insurance Review Committee

- .1 The District and the Association agree to explore options in health insurance coverage in the areas of, but not limited to, prescription coverage associated with the HMO plans, retiree health coverage, saving funds for the retiree and the district, the coverage waiver clause (stipend), and other health insurance options of mutual benefit.
- .2 The committee, with four members from the District and four members of the Association, will convene 6 times during the school year. The four Association members of the committee will be chosen by the Association. If options are discussed that are mutually agreeable to the District and the Association, the parties will have the option of incorporating those changes in an MOA during the life of this agreement. Such an MOA would require ratification by the parties, including by the rank & file membership in accordance with the bylaws of the Association
- .3 One Association member will have the option of attending Fulmont Trust meetings to gain a deeper understanding of insurance costs. Leave time required to attend these meetings will be charged equally to the District and the Association with each party paying 50% of the cost of the substitute for the teacher attending the meeting. These will be counted as "school business" days.

.9 Lay Off

It is the express intent of the parties that savings realized **in the 2009-10 school year** as a result of the elimination of the Blue Cross/Blue Shield of Utica Watertown "Indemnity Plan" will be utilized to reinstate unit members whose positions have been abolished. **For the period of July 1, 2010 through June 30, 2012, the District will make reasonable efforts to minimize layoffs of full time bargaining unit employees. However, the district reserves the right to determine its**

staffing needs regardless of any "savings" realized by the change in health insurance plans. Savings realized by years are as follows:

2009-2010=\$321,836

2009-2011= 1369864i + 29230i - (1007258p + 70000 + 500r)

2009-2012=I(10-11) * I + Prescription * I - ((PPOA10-11) * P+(HRA10-11))

r=number of teachers reinstated 2009-10

i=1 + % of increase for Indemnity (2010-2011)

p=1 + % of increase for PPO A (2010-2011)

I= 1 + % of increase for Indemnity (2011-2012)

P=1 + % of increase for PPO A (2011-2012)

BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT


By Stephen Tomlinson, Superintendent

BROADALBIN-PERTH TEACHERS ASSOCIATION


By Dawn Thomas, Co-President


By Maura Hibbitts, Co-President

Dated this 25 day of June, 2009

A G R E E M E N T

between the

**BOARD OF EDUCATION
BROADALBIN-PERTH
CENTRAL SCHOOL DISTRICT**

and the

**BROADALBIN-PERTH
TEACHERS ASSOCIATION**



July 1, 2007 - June 30, 2012

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ARTICLE 1

EFFECTIVE DATE

- 1.1 This agreement, entered into the 12th day of December 2007, by and between the Board of Education of the Broadalbin/ Perth Central School District, hereinafter called the "Board," and the Broadalbin/Perth Teachers Association, hereinafter called the "Association."
- 1.2 WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and
- 1.3 WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

- 1.4 Now, therefore, it is mutually agreed as follows: This agreement shall constitute the full and complete commitment between both parties and commitment may not be altered, changed, added to, or modified except by the mutual consent of the parties in writing and signed as an amendment to this agreement.

ARTICLE 2

RECOGNITION

- 2.1 The Broadalbin/Perth Board of Education recognizes the Broadalbin/Perth Teachers Association as the exclusive collective negotiation representative of a unit, which comprises all teaching personnel including physical therapist, occupational therapist, guidance counselors, social workers, school psychologists, and CSE chair.
- 2.2 The parties agree to extend the period of unchallenged representation status for the maximum period authorized by law.
- 2.3 It is understood that nothing contained in this agreement shall be considered to prevent the Superintendent of Schools or any Central School Officer from meeting with any individual or organization to hear views on any matter.

- 2.4 No individual or group other than the authorized representatives of the Association shall engage in any negotiations with the Board or its authorized representatives on their own behalf or on behalf of any teacher or group of teachers.

ARTICLE 3

ACCIDENT INDEMNITY

- 3.1 Whenever a regularly employed teacher is unable to perform his/her duties as a result of personal injury in the performance of his/her duties, he/she will be paid his/her full salary minus payments received from Workers Compensation during their absence. "Personal injury" shall mean an accident or an assault. In the case of assaults, the teacher is not to be at fault for the assault.
- 3.2 All accidents or assaults must be reported immediately.
- 3.3 No part of any absence resulting from a personal injury as defined by this article shall be charged against the teacher's accrued sick leave for up to 180 school days for unit members that pay 10% of their health insurance, and up to 300 school days for unit members that pay 15% of their health insurance.
- 3.4 Any teacher who refused to submit to examination by the school physician (and any physicians to whom he/she may make referrals) shall be ineligible for the benefits of this article. All exams will be at the Board's expense.

ARTICLE 4

CLASS SIZE

- 4.1 The Board and the Association recognize the importance of maintaining reasonable teacher-pupil ratios and will continue to work toward average class sizes that are possible within the physical limitations of the district.
- 4.2 The Board and the Association agree to work in the future toward reasonable goals for maximum class size for the benefit of the individual student.

ARTICLE 5

CONFERENCES AND PAYMENTS

5.1 Conference Requests

- 5.1.1 All conference requests, allowable expenses included, shall be submitted in writing to the Superintendent at least 30 days in advance of the conference, whenever possible.
- 5.1.2 The Superintendent will respond to the teacher's request as soon as possible.
- 5.1.3 Teachers will alternate attendance at major conferences, on a yearly basis, but exceptions to this rule will be made with the Superintendent's approval.

5.2 Conference Expenses

- 5.2.1 All approved expenses will be supported by receipts. Each teacher will be provided with a voucher prior to the date of the conference.

5.3 Conference Location

- 5.3.1 All conferences are to be within the State of New York or within a 300-mile radius of Broadalbin/Perth and for a period of no longer than three (3) school days. The Superintendent may withdraw monies authorized for conferences upon 15 days prior notice to the teacher, with reasons for such action cited in writing.

ARTICLE 6

DUES DEDUCTION

- 6.1 The Board will, upon notification by a member of the Association, collect AFT, NYSUT, and local dues over a twelve (12) paycheck period, in near equal installments, commencing with the second paycheck of the school year. Vote/COPE will be collected in one lump sum. United Way will be collected as elected by the employee.
- 6.2 It shall be assumed that all previous members, not notifying the Board to the contrary, wish to continue dues deductions in the manner described above.
- 6.3 In the event a member wishes to have his/her aforementioned dues deducted, he/she must notify the Board before the Friday prior to the second paycheck.
- 6.4 Members employed after October 1 will have the option to divide their dues deduction so that it terminates the same as in Section 6.1.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 A grievance is any alleged violation of this agreement by any person covered by this agreement concerning the interpretation or misapplication of this bargaining agreement or traditional work practice.
- 7.1.2 An aggrieved person is the person, persons, or the Association making the claim.
- 7.1.3 A *party in interest* is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 7.1.4 A teacher is any person in the unit covered by this agreement.
- 7.1.5 A traditional work practice is defined as an established custom over time that offered or allowed a “benefit” of a peculiar personal value to a teacher covered under this agreement.
- 7.1.6 A school day is defined as any of the 182 calendar days including 177 instructional days and 5 conference days.

7.2 Purpose

- 7.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 7.2.2 Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association. In any case, where the issue raised by the grievance affects a group or class of teachers and involves the interpretation, meaning, or application of the contract, the Association shall be notified of the grievance and be given the opportunity to be present at such adjustment and to state its views.
- 7.2.3 A teacher may withdraw his or her grievance at any stage of the grievance procedure.

7.3 Hearing Process

- 7.3.1 Since it is important grievances be processed rapidly, the number of days indicated at each level should be considered as a maximum, and every effort should be made by all

parties to expedite the process. The time limits specified, however, may be extended by mutual consent.

7.3.2 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the parties in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

7.3.3 If a teacher or the Association does not present a grievance to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance is waived. A dispute as to whether a grievance has been waived under this section shall go immediately to Level Three. If a grievance is not processed through the levels of this procedure within the time limits specified, then it shall be withdrawn if the aggrieved person is responsible.

7.3.4 The same grievance may not be presented more than once on any one level during one year.

7.3.5 The grievance presented on upper levels must be identical to the grievance presented at Level One.

7.3.6 Each formal grievance shall be submitted in writing on a form approved by the Board and the Association, and shall identify the aggrieved party and the provisions of this Agreement or the alleged traditional work practice involved in the grievance, the time and place of the alleged events, and redress sought by the aggrieved party. (See Appendix D)

7.4 Stages

7.4.1 Level One

7.4.1.1 An aggrieved person either directly or through his/her Association Representative shall file the grievance in writing using the appropriate form with the Superintendent of Schools or his/her designee.

7.4.1.2 Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person(s) and/or his/her designee in an effort to resolve it.

7.4.2 Level Two

7.4.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, and the grievance involves a question concerning the interpretation or meaning of the contract, he/she may file the grievance in writing with the Chair of the Grievance Committee of the Association within ten (10) school days after the decision of the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent.

7.4.2.2 Within ten (10) school days after receiving the written grievance, the Association Grievance Committee may refer it to the Board if it determines that the grievance is meritorious and that appealing it is in the best interests of the school system. The Board will meet with the aggrieved person and/or his/her designee for the purpose of resolving the grievance. This will take place at the next regularly scheduled or special board meeting.

7.4.3 Level Three

7.4.3.1 If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after he/ she has first met with the Board, he/she may within ten (10) school days request in writing that the Grievance Committee submit the grievance to arbitration. If the Grievance Committee determines the grievance is meritorious, the committee will within fifteen (15) school days refer the grievance to arbitration by filing a request with the American Arbitration Association that it send the parties a list of seven (7) Arbitrators. A copy of such request shall be forwarded to the Board of Education.

7.4.3.2 Upon receipt of the names of the proposed Arbitrators, parties shall strike names from the list(s) in accordance with the selection procedures of the American Arbitration Association until one is ultimately designated as Arbitrator.

7.4.3.3 The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to modify or amend it or to make a decision contrary to law. The arbitrator shall render a decision in writing and set forth his/her findings and conclusions on the issues submitted. Both parties hereby agree to be bound by the decision of the arbitrator.

7.4.3.4 Either party may request that a verbatim transcript of the hearing be maintained by a qualified hearing reporter. The party making such request shall pay the entire fee for such transcript, including the charge for providing a copy to the arbitrator and to the other party.

7.4.3.5 The total cost of services of the arbitrator will be borne equally by the Board and the aggrieved party.

7.5 **Rights of Teachers to Representation**

7.5.1 No party in interest, or any other participant in a grievance procedure, shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.

7.5.2 Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at Levels Two and Three of the Grievance Procedure.

7.6 **Group or Class Grievance**

7.6.1 If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. In such a group or class grievance, the Grievance Committee shall have the same status as a grievant.

7.6.2 Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest and to the Chair of the Grievance Committee.

7.6.3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

7.6.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Board and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.

ARTICLE 8

HEALTH INSURANCE

8.1 **Coverage**

8.1.1 For members of the unit appointed prior to July 1, 1985, the Board of Education agrees to pay ninety percent (90%) of the premium for individual, two person, or family coverage during the contract period.

- 8.1.2 For members of the unit appointed after July 1, 1985, the Board of Education will pay eighty-five percent (85%) of the cost of individual, two-person or family coverage.
- 8.1.3 The District shall continue to implement the pre-tax dollar benefits provided, pursuant to Section 125 of the U.S. Internal Revenue Code (IRS 125), effective September, 1996.
- 8.1.4 Parties agree that from July 1, 1996, on forward the District will provide only one individual, one 2-person, or one family coverage plan. If the district employs his/her spouse, a second 2-person or family plan will not be provided.
- 8.1.5 Members of the unit will maintain the existing lifetime cap of \$2,000 per covered individual, as per page 35 of the Section 11 (3) (B) of the 1995-96 Fulmont Health Trust Benefits book.

8.2 **Coverage Waiver**

- 8.2.1 Association members who are participating in the Board health insurance plan ("the plan") as of April 1, 1987 shall be eligible for a yearly stipend of \$800, in return for waiving coverage under the plan for the subsequent school year.
- 8.2.2 Association members who are not participating in the plan as of April 1, 1987 shall be ineligible for any payment pursuant to this Article.
- 8.2.3 Persons appointed subsequent to April 1, 1987 shall be given the opportunity to waive coverage under the plan for the subsequent school year in return for the \$800 stipend. To be eligible for the yearly stipend of \$800 in return for waiving coverage a person must be eligible for coverage and demonstrate that he/she has health insurance coverage from another source.
- 8.2.4 Any eligible member desiring to exercise this option must notify the business administrator in writing on or before June 1 of each school year immediately preceding the school year in which the waiver will be effective. Payment shall be made by the Board to the member on or before October 15 of the school year in which coverage is waived.
- 8.2.5 Any member who has waived health insurance coverage pursuant to this Article and subsequently elects to have such coverage reinstated shall notify the business administrator in writing. The Board shall make an immediate request to the carrier for reinstatement. The unit member shall reimburse the Board, from the time of reinstatement, on a pro-rata basis, 1/12 of the \$800 for each month remaining in the school year in which the reinstatement becomes effective. Such reimbursement may be made by the Board through payroll deductions.

8.3 **Carrier**

- 8.3.1 The parties agree that the Board shall continue to implement the Blue Cross/Blue Shield of Utica Watertown "Indemnity Plan", and Blue Cross/Blue Shield of Utica Watertown Preferred Provider Organization Plan (PPO) (See Appendix J) currently administered under the Fulmont Health Trust. In addition, the Board will continue to administer the MVP and Capital District Physicians Health Plan (CDPHP) HMO plans.
- 8.3.2 The additional benefits are Vision Care under Major Medical and increase of the Major Medical maximum to \$1,000,000 in exchange for the addition of a "No Fault Exclusion" rider added to the policy.
- 8.3.3 It is agreed that the Board may change health insurance carriers during the term of this agreement provided that the insurance plan under the new carrier is at least equal in all respects to the present plan. Changes to the current plans that result in closely equivalent but not equal plans must be mutually agreed upon by the Board and the Association.

8.4 **Prescription Plan**

- 8.4.1 For members of the unit appointed prior to July 1, 1985, the Board agrees to pay ninety percent (90%) of the cost of the Prescription Plan for individuals and dependents. For unit members appointed on or after July 1, 1985, the Board agrees to pay seventy-five percent (75%) of the cost of the Prescription Plan for individuals. For unit members appointed on or after July 1, 1985, who opt for dependent coverage under the Prescription Plan the Board, will pay fifty percent (50%) of the excess cost of a dependent prescription policy over the cost of individual coverage.

8.5 **Dental Plan**

- 8.5.1 The Board agrees to pay dental insurance under the eighty percent (80%) plan of Blue Shield of Northeastern New York, including Rider A that includes more extensive care. Prosthetics, Peridontics, and/or Orthodontics are excluded from this policy.

8.6 **Retiree Health Insurance Coverage**

- 8.6.1 For unit members that contribute 10% of their health premium, the Board of Education agrees to contribute 75% of the cost of an individual plan or 60% of a two-person or family plan during retirement.
- 8.6.2 For unit members that contribute 15% of their health premium, the Board of Education agrees to contribute 50% of the cost of an individual plan or 35% of a two-person or family plan during retirement.
- 8.6.3 For unit members contributing 15% of their health premium, the Board of Education further agrees to increase its rate of contribution based upon accumulated sick days. The

Board will increase its contribution, in retirement, by 1% for each ten (10) days accrued above fifty (50) days up to a maximum additional contribution of 25% for a teacher that has reached three hundred (300) accumulated days.

8.6.4 The Board shall continue to maintain the contribution rate at the same level as when the member retired.

8.7 **Life Insurance**

8.7.1 Life insurance coverage will be provided by the Board for the teachers as follows: Maximum \$10,000 coverage, disability clause and conversion clause. Amount paid by the Board will be approximately seventy-five percent (75%) (\$1600) of the cost of the program, whichever is greater.

8.8 **Health Insurance Review Committee**

8.8.1 The District and the Association agree to explore options in health insurance coverage in the areas of, but not limited to, prescription coverage associated with HMO plans, retiree health coverage, saving funds for the retiree and the district, the coverage waiver clause (stipend), continuation of the "Indemnity Plan", and provisions surrounding the "Family Medical Leave Act".

8.8.2 The committee, with four members from the District and four members of the Association, will convene no later than October 15, 2004, and if options become available that accomplish the goal of securing savings for the Board and the Association, then separate Memoranda of Agreement will be drafted on each occasion.

ARTICLE 9

IN-SERVICE NON-CREDIT COURSES

9.1 Credits earned prior to July 1, 2000, will remain the same (15-hours of in-service paid as 1 graduate credit hour at \$58.00)

9.2 In-service credits earned after July 1, 2000, must be pre-approved and compensated at \$30/credit.

9.3 A credit is defined as 15 hours of unified professional development activities as defined in the district's Professional Development Plan (PDP). (See Handbook)

9.4 Each teacher will participate in a total of 15 hrs of in-service each year without additional compensation as per the PDP. (See Handbook)

ARTICLE 10

JURY DUTY

- 10.1 Teachers assigned to jury duty shall be granted these days of absence without loss of personal leave days, sick days, or compensation.
- 10.2 Teachers on jury duty shall receive their regular salary.
- 10.3 The teacher will request postponement of said jury duty to a term of court that is more agreeable to the school system.

ARTICLE 11

LEAVES

11.1 Short Term Leaves

11.1.1 Sick Leave

- 11.1.1.1 Members of the Association shall be granted ten (10) sick days per contract year when not on tenure and fifteen (15) sick days per contract year when on tenure without loss of pay. The maximum accumulation of sick days for unit members employed prior to July 1, 1985 is one hundred eighty (180) days. The accumulation of sick days for unit members employed after July 1, 1985, follow the guidelines specified by article 8.6.3.
- 11.1.1.2 Any unit member that pays 10% of their health insurance and accrues more than one hundred eighty (180) days of accumulated sick leave shall be compensated for days in excess of one hundred eighty (180) at the end of each school year. The compensation rate shall be \$75 per day for each day during the school year that the excess sick days were accumulated. Unit members that pay 15% of their health insurance are not paid for any days they accrue above their maximum.
- 11.1.1.3 Sick leave shall be used for family illness. "Family" includes spouse, children, or other persons residing in the household.
- 11.1.1.4 If the Board believes that a teacher's attendance pattern suggests an abuse of sick leave, the teacher may be required, in order to receive paid sick leave, to either present a doctor's certificate attesting to personal or family illness or remain at home to personally receive a telephone call from the Board for the purpose of confirming the employee's personal or family illness.

11.1.1.5 This procedure shall not be invoked unless justified by the teacher's attendance pattern, and only after the teacher has been notified in writing of the Board's intent to invoke the procedure set forth above.

11.1.1.6 The Board's decision to invoke the procedure above may be reviewed pursuant to Article 7 if the teacher believes the Board's actions are arbitrary or capricious.

11.1.1.7 Teachers will be notified in September of the number of sick days they have available for the year. Notification will be by the second pay period.

11.1.2 **Personal Leave**

11.1.2.1 Members of the Association will be allowed three (3) personal days per year for conducting personal business without loss of pay. Any unused personal leave days shall be converted and added to the sick leave provision under Section 11.1.1.2.

11.1.2.2 Each notification for leave under this section shall be submitted forty-eight (48) hours in advance.

11.1.2.3 Personal days shall include legal matters, funerals other than immediate family, educational ceremonies, religious observances, or other related matters.

11.1.2.4 Members of the Association are not eligible for personal days on days immediately before or after holidays or vacation, unless approved by the Superintendent of Schools. Teachers must be present on the day before or after a vacation in order to qualify for a personal day the second day before or after the vacation.

11.1.2.5 All personal leaves are to be approved or disapproved by the Superintendent of Schools.

11.1.2.6 Teachers leaving the building without permission from the building principal during the normal school hours (as indicated in the Agreement) for reasons other than cashing school paychecks, personal or family illness, will have the amount of time, in fifteen (15) minute blocks, deducted from their personal leave.

11.1.3 **Bereavement Leave**

11.1.3.1 Members of the Association shall be entitled to three (3) days per bereavement for funerals of immediate family that includes mother-in-law and father-in-law. Up to three (3) days may be granted for death of sister/brother-in-law and grandparents upon request to the Superintendent.

11.1.4 **Association Leave**

11.1.4.1 Officers and designated representatives of the Association will be allowed a total of ten (10) days to conduct Association business. The officer(s) or designated representative(s) are required to submit a formal request at least forty-eight (48) hours in advance citing the destination and purpose.

11.1.4.2 Expenses beyond paying the employee and the necessary substitutes will be borne by the Association.

11.1.5 **Civic Duty Leave**

11.1.5.1 Those teachers elected to public office will be given a maximum of two (2) days to be used to attend public legislative meetings.

11.1.5.2 Expenses beyond paying the employee and the necessary substitute will be borne by the individual.

11.2 **Long Term Leaves**

11.2.1 All requests for leaves of absence will be presented in writing to the Board at least sixty (60) days prior to the desired start of the leave. However, in case of emergency or special circumstance, the Board can waive the sixty (60) day period.

11.2.2 **Unpaid Leaves**

11.2.2.1 The Board may grant leaves of absence without pay for the following purposes and up to two years duration:
Illness of employee or immediate family
Personal reasons
Exchange teaching
Graduate study and/or travel for professional advancement purposes

11.2.3 **Family Leave**

11.2.3.1 Family leave without pay not to exceed two (2) years will be granted to a teacher upon written application to the Superintendent of Schools. Such application shall be made within three (3) months before the expected birth of the child. If the application is for a period of one (1) year or less, the leave will be extended for a period up to one (1) year upon written application. In the case of an interrupted pregnancy, the leave may be terminated upon written request accompanied by the certification of a physician that the teacher is physically fit to resume work. Consistent with the Education Law, Section 193, a school district may require a confirming opinion by the school physician.

- 11.2.3.2 For non-tenure teachers, family leave shall not serve in lieu of service in meeting the requirements for serving the probationary period.
- 11.2.3.3 A teacher will not accumulate additional leave days nor advance steps during family leave.
- 11.2.4 Other extended leaves may be decided by the Board on the basis of merit.

ARTICLE 12

NEGOTIATION PROCEDURES

- 12.1 Negotiations will begin between November 15 and December 1. All proposals will be submitted in draft form no later than January 15, with salary proposals to be submitted no later than January 20.
- 12.2 It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern to the parties, which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- 12.3 Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- 12.4 Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within three (3) weeks after its execution or employment if that occurs later. The Association will receive twenty (20) extra copies for its use.

ARTICLE 13

PROGRAMS AND TEACHING ASSIGNMENTS

- 13.1 All teachers will be notified by their immediate supervisors of their tentative programs for the coming school year, the grades and/or subjects they will be required to teach, and any special or unusual classes that they will have, as soon as practicable.
- 13.2 All teachers will be notified by their immediate supervisor of their tentative room assignments and any other duties for the coming school year as soon as possible.
- 13.3 The Board shall forward to each employee a letter that shall indicate the proper salary step for the next school year. This notice shall be issued no later than June 1.
- 13.4 Any teacher losing his/her position by job abolishment or other cutbacks will be notified of such action on or before April 1 of that school year.
- 13.5 Regarding layoff and recall of probationary teachers, a first-consideration list shall be instituted for recall.

ARTICLE 14

WORK DAY AND SCHOOL YEAR

- 14.1 The regular school day of seven hours and the school year, as agreed to in Article 18.4, shall not be extended or altered.
- 14.2 Teachers shall engage in the number and types of teaching duties that have been used in the past in the school system, recommended by the State Department of Education, and required by law. Any extension of time, teaching duties, or responsibilities will be accompanied by the proportionate increase in compensation based upon the salary for the teacher's regular duties.
 - 14.2.1 Unit members whose responsibilities extend twenty (20) days beyond the regular school year will be compensated at the rate of 10% of their salary.
 - 14.2.2 Unit members that volunteer to engage in teaching duties or responsibilities outside the regular school day may be compensated with flex time.
 - 14.2.3 Unit members that volunteer to teach a seventh class will be compensated an additional 1/7 their salary.

- 14.3 Teachers will allot one day a week to stay after school for the honoring of student requests for extra help. The teacher may leave after fifteen (15) minutes if no student appears.
- 14.4 Exceptions to the above shall not apply to teachers who volunteer for extra curricular duties for which compensation is rendered, nor administrative meetings, parent/ teacher conferences, or emergency situations.
- 14.5 When changes are made in the Teacher's Handbook which effect working conditions, these changes will be developed through negotiations or by mutual consent of the Association and the Board.
- 14.6 Teachers will place grades on student report cards.
- 14.7 Elementary teachers will have a thirty (30) minute duty-free lunch period and at least an additional thirty (30) minutes free from student supervision each day. Where scheduling prohibits this, a minimum of one hundred fifty (150) minutes per week will be established.
- 14.8 Secondary teachers assigned six teaching periods shall be exempt from cafeteria duty. Reasonable attempts will be made to exempt them from other duty assignments.
- 14.9 A summer school class at the secondary and middle school level is defined as sixty-five and one-half (65.5) hours over the summer session. It will consist of 49.1 hours of class time and 16.4 hours of preparation. If the Regents exam is given outside of the defined class, teachers will be compensated at the summer school rate.
- 14.10 An Elementary summer session consists of classes and preparation time totaling ninety (90) hours. A minimum of 30 minutes of preparation time per day will be provided.

ARTICLE 15

SABBATICAL LEAVE

- 15.1 For sabbatical leaves taken for one-half (1/2) year for the purpose of taking graduate courses, starting and ending dates shall coincide with the starting and ending dates of the college courses being taken as set forth in the application for sabbatical leave, as opposed to the starting and ending dates of the school semester.
- 15.2 In order to be eligible for a sabbatical leave, the professional staff member shall have been employed in the Broadalbin/Perth Central School for at least seven (7) consecutive years. Eligibility for subsequent sabbaticals will be processed only after five (5) years of continuous employment within the Broadalbin/Perth Central School after a previous sabbatical.

- 15.3 The number of professional employees who will be allowed to be absent on sabbatical leave during any school year will not be more than two (2) percent of the professional staff.
- 15.4 Professional employees allowed a sabbatical leave of absence will be paid one-half (1/2) of a year's salary for a one-year leave and full pay for a one-half (1/2) year leave which they would have received had they remained on duty within the system. No professional employee shall lose years of service and/or other fringe benefits (excluding accrued sick leave), but will leave for the sabbatical and return to the school system as if his/her employment had been continuous.
- 15.5 Application for sabbatical leave for the one semester or a full school year shall be submitted no later than March 15th of the school year preceding the leave.
- 15.6 The salary paid under the provisions of the sabbatical leave policy will not affect or in any way be affected by possible grants or additional aid from outside sources, whether awarded or achieved.
- 15.7 A professional employee, accepting a sabbatical leave shall return to the school system for at least two (2) years after the sabbatical leave or reimburse the Board for the salary received prorated upon a five (5) year basis providing the failure to return as agreed is due to illness and/or other unavoidable circumstances exclusive of accepting employment elsewhere, under which consideration, reimbursement shall be made by the end of the semester.
- 15.8 If a recipient should die during the time he/she is fulfilling the "return to teach for two years" clause, the beneficiary or beneficiaries of the deceased are under no obligation to reimburse the Broadalbin/Perth Central School District any money equal to the unexpired time covered by the "return for two (2) years" clause.
- 15.9 Each professional employee on sabbatical leave shall submit to the Board a comprehensive report in writing dealing with the educational aspects of his/her study twice, once at the middle of the leave and once at the termination of the leave.
- 15.10 Professional employees on sabbatical leave of absence shall not engage in full-time employment nor in full-time study for another trade or profession; nor may he/she substitute teach or teach at another school or institution, public or non-public for any compensation. Any violation of this stipulation will result in the immediate withdrawal of all benefits provided under this article. Any benefits paid to this point must be returned in full to the Broadalbin/Perth Central School District, as provided for in Section 15.7 of this article.
- 15.11 Professional employees chosen for a sabbatical leave will not be able to leave on same before a replacement is found.

- 15.12 Sabbatical leave shall be granted to those teachers who meet all other criteria set forth in this article and who provide the Board with a sabbatical leave program proposal which:
- 15.12.1 Identifies only areas of study contemplated.
 - 15.12.2 Includes only areas of study within the teacher's teaching field.
 - 15.12.3 Identifies specific courses to be taken as soon as available but prior to commencement of sabbatical leave.
 - 15.12.4 Provides a statement of the professional development which can reasonably be expected as a result of the planned graduate study.
 - 15.12.5 Where the sabbatical is not for graduate study, the teacher must provide a statement of the specific sabbatical activities in which he/she plans to engage and an acceptable statement of the professional development which the Board can expect as a result of the sabbatical activity.

ARTICLE 16

SCHOOL BUDGET

- 16.1 As soon as the completed proposed budget is ready for distribution to the school district voters, a copy shall also be provided to the negotiation committee of the Association.
- 16.2 The following financial data shall be provided to the negotiation committee of the Association: SBM-1, ST-3, one copy each.

ARTICLE 17

SCHOOL BOARD MINUTES

- 17.1 A copy of all of the approved Broadalbin/Perth School Board minutes shall be presented to the Association President.

ARTICLE 18

SCHOOL CALENDAR

- 18.1 A calendar committee comprised of the Superintendent of Schools and Elementary and Secondary Principal and four teachers to be selected by the Executive Committee of the Association will meet during the first semester of each school year.
- 18.2.1 The calendar committee will prepare a recommended calendar for the forthcoming year to be presented to the Board for their consideration.
- 18.3 The calendar shall reflect the following:
- 18.3.1 There will be 177 instructional days or 178 instructional days if there is one (1) unused snow day.
- 18.3.2 There will be five (5) conference days for the purpose of instructional enhancement activities.
- 18.3.2.1 No conference days will be scheduled prior to Labor Day.
- 18.3.2.2 K-6 teachers are required to offer parent conferences one evening in November. In exchange, these teachers will be compensated one-half day prior to Christmas break.
- 18.3.3 There will be four (4) snow days.
- 18.3.3.1 If there is one (1) unused snow day, it will become an instructional day.
- 18.3.3.2 If there is more than one (1) unused snow day, the Board and the Association will mutually agree to place them into the calendar.
- 18.4 In the event of an emergency, the Superintendent of Schools and the Association Executive Committee will meet to mutually agree as to changes to be made in the existing school calendar to ensure the required number of days school will be in session.

ARTICLE 19

TEACHING CREDIT

- 19.1 There will be full credit on years of service on the salary schedule granted by the Board for military service if the teacher leaves the Broadalbin/Perth Central School District to enter the service.

- 19.2 The Board may grant full credit for prior teaching service or for service related to the teacher's area of certification.

ARTICLE 20

TEACHER EVALUATION

- 20.1 The evaluation process holds the employee accountable for the competent and efficient performance of those specific services, which the employee is employed to render. The evaluation process maintains the integrity and professionalism of the organization and becomes the organization's method of holding employees accountable for the competent and efficient performance of services.
- 20.2 Definitions
- 20.2.1 Supervision is the activity of management designed to result in improvement of the instructional program. It provides direction to the total program or of a specific area of the curriculum. It encompasses the diagnosis of employee strengths and weaknesses and provides a procedure for informing employees of these strengths and weaknesses. The goal of supervision is the delivery of quality instruction by each and every employee.
- 20.2.2 Evaluation is the oral and written appraisal of the factors included in the supervisory process based on standards and objectives as set forth in an evaluation instrument prepared and distributed to employees.
- 20.2.3 Observation is the means by which management gathers data for the purpose of supervision and evaluation.
- 20.3 In recognition of the above it is mutually agreed that teachers are paid to perform certain duties which shall be regarded as appropriate and commensurate with their professional training and unique competence. The administration shall distribute at the beginning of each school year copies of the APPR plan which includes an evaluation instrument. Teachers beginning after the commencement of the school year shall receive a copy of the APPR plan within two (2) weeks of this appointment. (See Handbook)
- 20.4 Each non-tenured teacher shall be evaluated according to the APPR plan. (See Handbook)
- 20.5 Each tenured teacher shall be evaluated according to the APPR plan. (See Handbook)

- 20.6 Every professional staff member eligible for tenure will be notified by the Board regarding its decision to grant or withhold tenure, in writing, at least sixty (60) days prior to the termination of the probationary appointment.

ARTICLE 21

CLERICAL ASSISTANCE

- 21.1 The Board will provide clerical assistance to the teachers for three (3) hours a day.

ARTICLE 22

MISCELLANEOUS PROVISIONS

22.1 Association Rights

- 22.1.1 The Association will have the right to use school buildings without cost at reasonable times for meetings and special events, only after prior approval of the building administrator.

- 22.1.2 The Association will be provided with a secure area to store records within the school buildings.

22.2 Association Officers

- 22.2.1 The Association will provide the Superintendent with a list of Association officers for the coming school year. This shall be done before September 1.

22.3 Labor-Management Committee

- 22.3.1 The parties agree to establish a committee for the purpose of advising the Superintendent in matters of educational importance. Said committee shall consist minimally of:

Superintendent

Building principal or principals/assistant principal (as determined by agenda)

Teachers (Selected by Association) --2 per building level

- 22.3.2 Each September the Superintendent will provide the Association president with a prioritized list of educational topics for study during the ensuing school year.

- 22.3.3 The committee will meet a minimum of ten (10) times annually with the specific schedule determined annually. Meetings will alternate between released time and employee time. Employee time will be limited to two (2) hours unless otherwise

waived. Meetings in excess of ten (10) shall either be on released time or compensated at the hourly rate for curriculum work.

22.4 **Curriculum Coordinator**

22.4.1 Curriculum Coordinators will be appointed annually in the following areas:

- K-4 Mathematics, Science, Social Studies, English/Language Arts
- 5-8 Mathematics, Science, Social Studies, English/Language Arts
- 9-12 Mathematics, Science, Social Studies, English/Language Arts
- K-12 Languages other than English, Music, Art, Practical Arts, Technology, Pupil Services, Academic Intervention Services, Physical Education & Health, Library-Media, Special Education, or additional areas as determined by the District

22.4.2 The responsibilities of the Curriculum Coordinator will include: Participate monthly in district wide Curriculum Council or other district wide forum as agreed by the Curriculum Council. Work collaboratively with Curriculum Council and District Administration to design, disseminate, and implement curriculum initiatives in fulfillment of Board of Education goals; participate monthly with the building principal or an administrator designated by the building principal to design and disseminate building level curriculum initiatives; conduct a monthly meeting of department faculty. Disseminate curriculum initiatives as determined in meetings of the Curriculum council and/or in meetings with the building principal. Work collaboratively with building level faculty to implement curriculum initiatives designed to meet higher learning standards in fulfillment of Board of Education goals; represent the department in curriculum matters that may arise on the building and/or district level.

22.5.3 The position of curriculum coordinator will not constitute a separate tenure area.

ARTICLE 23

RETIREMENT INCENTIVE

23.1 Retirement Plan I

23.1.1 Any employee who has taught in Broadalbin/Perth Central School District at least ten (10) years shall be eligible to receive the Retirement Incentive as follows:

23.1.1.1 Must be eligible to retire under the New York State Teachers' Retirement System (NYSTRS) guidelines (age 55 years or older).

- 23.1.1.2 Must have taught in the Broadalbin/Perth Central School District a minimum of twenty (20) years to receive the maximum retirement bonus. Service rendered on a temporary basis will not be used to accrue the minimum number of years.
- 23.1.1.3 Must notify the Superintendent and the Executive Board of the Association by January 10, of the school year in which he/she will be 55.
- 23.1.2 To be eligible for this incentive a teacher must retire at the end (June 30) of the school year in which he/she will be 55.
- 23.1.3 The maximum retirement bonus at age 55 and 20 years equals \$50,000.
- 23.1.4. A teacher must have taught (20) years in the Broadalbin-Perth District to receive the maximum bonus.
- 23.1.4.1 If a teacher has taught at least ten (10) years, but less than twenty (20), in Broadalbin/Perth, the retirement bonus will be \$40,000.
- 23.1.5 The retirement bonus will be paid as an employer contribution into the teacher's 403b account in accordance with the provisions in Appendix H.
- 23.1.6 In the event of death, or voluntary separation, any earning generated by the plan shall become a part of the teacher's estate, and the Board shall relinquish any claim to these earnings.

23.2 **Retirement Plan II**

- 23.2.1 Must be eligible to retire under Plan I of Article 23.1.1 and Article 23.1.1.1.
- 23.2.2 Must notify the Superintendent and the Executive Board of the Association by January 10, of the school year in which he/she will be 55.
- 23.2.3 A teacher who applies for retirement will be eligible for the benefits of Plan II at the sole discretion of the Board and with the consent of the teacher.
- 23.2.4 Should the Board reject the teacher's application for retirement under Plan II, the teacher may: (1) withdraw the initial letter of intent to retire, or (2) within 30 calendar days submit a second letter of intent to retire under Plan I.
- 23.2.5 A teacher retiring under Plan II must submit a valid irrevocable letter of intent to retire with an effective date three years from the eligible effective date under Plan I. A teacher who is thus retired by the Board shall receive salary increases in each of the three (3) additional years of service which exceed those negotiated for the bargaining unit as a whole by at least 3% but not more than 10% per annum. A teacher who is

thus retired will not be eligible to receive the lump sum payment available under Plan I of this article.

- 23.2.6 The following rules will be applied in the event the additional three years of service provided for by Plan II are not completed.

23.3 Voluntary Separation

- 23.3.1 If the teacher voluntarily terminates employment with the Board at any time during the three-year period provided for by Plan II, he/she will be eligible for the retirement payment available under Plan I on the date of the actual separation from employment with the Board less any additional earnings generated by Plan II.

23.4 Death or Incapacitation

- 23.4.1 If the teacher dies prior to completion of the additional three-year service period, any increased earnings generated by the plan shall become a part of the teacher's estate, and the Board shall relinquish any claim to these increased earnings.
- 23.4.2 If the teacher becomes incapacitated as determined by the school physician, the teacher shall be eligible for the retirement payment available under Plan I less any additional earnings generated by Plan II.

23.5 Retirement Incentive Committee

- 23.5.1 A committee will be formed to explore retirement incentive options during the term of the agreement and well before members are eligible to exercise such retirement option.

ARTICLE 24

SICK LEAVE BANK

24.1 Sick Bank

- 24.1.1 The District and Association agree to continue the teacher sick bank as described in the sick bank policy. (See Appendix E).

ARTICLE 25

EMPLOYEE ASSISTANCE PROGRAM

- 25.1 The District and Association agree to continue the Employee Assistance Program (EAP) as described in the EAP Policy. (See Handbook)

ARTICLE 26

DISTANCE-LEARNING

- 26.1 The District and Association agree to continue the Distance-Learning Program as described in the Distance-Learning Template Agreement. (See Appendix F)

ARTICLE 27

TAX SHELTERED ANNUITY

27.1 **Tax Sheltered Annuity**

- 27.1.1 The Board agrees to make an employer non-elective contribution to the 403(b) account of each employee in accordance with the provisions in Appendix I.
- 27.1.2 The Board will match the contribution of each employee up to the maximum listed below.

Years in District as a Member of BPTA	2007-2008	2009-2010
	2008-2009	2010-2011 2011-2012
0 – 3	None	None
4 – 10	\$ 150	\$ 250
11 – 17	\$ 600	\$ 700
18 +	\$ 1150	\$ 1250

- 27.1.3 Employer contributions will be paid no later than the second pay period in March.
- 27.1.4 No employee may receive cash in lieu of, or as an alternative to, any of the employer's non-elective contribution(s).

ARTICLE 28

INTERNET COURSES

28.1 The District and Association agree to offer internet courses to students, as described in Appendix K.

ARTICLE 29

DURATION

29.1 This contract shall be effective as of July 1, 2007, and continue in effect through June 30, 2012, subject to an annual reopening as follows:

29.1.1 In the event either party wishes to amend this Agreement, notice may be given by September 1 of each year during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article 2 of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such time as may be mutually agreeable to the parties.

29.2 If any provision of this agreement or any application of the agreement should be found contrary to law to either of the parties, then such provision or application shall not be deemed valid and will automatically be stricken from the agreement; but all other provisions or applications shall continue in full force and effect.

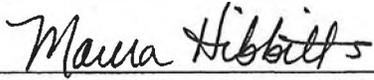
29.3 Retroactive Pay – All monetary increases will be paid out, by separate check, retroactive to July 1, 2007.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 12th day of December, 2007.

BROADALBIN-PERTH
CENTRAL SCHOOL DISTRICT

BY: 
~~Sally Rojek, Superintendent~~
Stephen Tomlinson,
Acting Superintendent

BROADALBIN-PERTH
TEACHERS ASSOCIATION

BY: 
Maura Hibbitts, Co-President


Dawn Thomas, Co-President

**APPENDIX B
COACHING SALARY SCHEDULE CATEGORIZATION**

I.
Head Football
Head Basketball
Head Wrestling

II.
Head Soccer
Head Volleyball
Head Cross Country
Head Indoor Track
Head Baseball/Softball
Head Outdoor Track
Cheerleading-Football
Cheerleading-Basketball

III.
Head Golf
Head Bowling

IA.
Assistant Football
Assistant Basketball

IIA.
Assistant Soccer
Assistant Volleyball
Assistant Indoor Track
Assistant Baseball/Softball
Assistant Wrestling
Assistant Outdoor Track

IV.
Strength and Conditioning
(Yearly position)

V. Support
Weight Training
Timekeeper (2 games)
Timekeeper (3 games)
Scorekeeper

- **Placement in categories may change in the future, due to enrollment or other considerations.**

APPENDIX A
Co-Curricular Compensation

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Yearbook – High School	\$ 1,200	\$ 1,212	\$ 1,224	\$ 1,236	\$ 1,248
Yearbook – Middle School	\$ 1,200	\$ 1,212	\$ 1,224	\$ 1,236	\$ 1,248
Yearbook – Intermediate School	\$ 780	\$ 788	\$ 796	\$ 803	\$ 811
Yearbook – Primary School	\$ 780	\$ 788	\$ 796	\$ 803	\$ 811
Odyssey of the Mind	\$ 1,750	\$ 1,768	\$ 1,785	\$ 1,803	\$ 1,820
Drama Production Director	\$ 3,950	\$ 3,990	\$ 4,029	\$ 4,069	\$ 4,108
Assistant Technical Director	\$ 1,260	\$ 1,273	\$ 1,285	\$ 1,298	\$ 1,310
Assistant Music Director	\$ 1,260	\$ 1,273	\$ 1,285	\$ 1,298	\$ 1,310
Assistant Production Director	\$ 1,260	\$ 1,273	\$ 1,285	\$ 1,298	\$ 1,310
Marching Band Director	\$ 1,750	\$ 1,768	\$ 1,785	\$ 1,803	\$ 1,820
Assistant	\$ 790	\$ 798	\$ 806	\$ 814	\$ 822
Jazz Ensemble Director	\$ 690	\$ 697	\$ 704	\$ 711	\$ 718
Class Advisors – Freshman (2)	\$ 1,250	\$ 1,263	\$ 1,275	\$ 1,288	\$ 1,300
Class Advisors – Sophomore (2)	\$ 1,250	\$ 1,263	\$ 1,275	\$ 1,288	\$ 1,300
Class Advisors – Junior (2)	\$ 1,900	\$ 1,919	\$ 1,938	\$ 1,957	\$ 1,976
Class Advisors – Senior (2)	\$ 1,900	\$ 1,919	\$ 1,938	\$ 1,957	\$ 1,976
Chaperones (per hour)	\$ 75.00	\$ 75.75	\$ 76.50	\$ 77.25	\$ 78.00
S.A.D.D. (2)	\$ 825	\$ 833	\$ 842	\$ 850	\$ 858
Club Advisor (A)	\$ 840	\$ 848	\$ 857	\$ 865	\$ 874
Club Advisor (B)	\$ 710	\$ 717	\$ 724	\$ 731	\$ 738
Curriculum Coordinators	\$ 2,200	\$ 2,222	\$ 2,244	\$ 2,266	\$ 2,288
Curriculum Writing (per hour)	\$ 28.50	\$ 28.79	\$ 29.07	\$ 29.36	\$ 29.64
Tutoring (per hour)	\$ 26.00	\$ 26.91	\$ 27.82	\$ 28.73	\$ 29.64
Mileage (IRS Regulation)	\$.485	IRS rate	IRS rate	IRS rate	IRS rate
Intramurals (per hr. - max of \$500/unit)	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.00
Mini-Grants (See Appendix G) - max	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Mentor (A) First Year Teacher	\$ 1,200	\$ 1,212	\$ 1,224	\$ 1,236	\$ 1,248
Mentor (B) Experienced Teacher (new to district)	\$ 600	\$ 606	\$ 612	\$ 618	\$ 624
Mentor Coordinator	\$ 1,200	\$ 1,212	\$ 1,224	\$ 1,236	\$ 1,248
Web Master	\$ 4,650	\$ 4,697	\$ 4,743	\$ 4,790	\$ 4,836
Distance Learning Coordinator	\$ 1,100	\$ 1,111	\$ 1,122	\$ 1,133	\$ 1,144
Collegiate Compensation (credit hr.)	\$ 100.00	\$ 101.00	\$ 102.00	\$ 103.00	\$ 104.00
Summer School (per hour)	\$ 26.00	\$ 26.26	\$ 26.52	\$ 26.78	\$ 27.04

Non-association members currently serving in co-curricular capacities, shall continue to serve, in the same role, provided he/she is annually re-appointed by the Board of Education.

**COACHING SALARY SCHEDULE
2007-2008**

STEP	I	IA	II	IIA	III	IV
1	\$ 3,604	\$ 2,703	\$ 2,730	\$ 2,048	\$ 1,638	\$ 4,410
2	\$ 3,713	\$ 2,785	\$ 2,840	\$ 2,130	\$ 1,748	\$ 4,515
3	\$ 3,822	\$ 2,867	\$ 2,949	\$ 2,212	\$ 1,857	\$ 4,620
4	\$ 3,932	\$ 2,949	\$ 3,058	\$ 2,294	\$ 1,966	\$ 4,725
5	\$ 4,041	\$ 3,031	\$ 3,167	\$ 2,376	\$ 2,075	\$ 4,830

CATEGORY V

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Weight Training	\$ 950	\$ 960	\$ 979	\$ 1,008	\$ 1,048
Timekeeper (3 games)	\$ 950	\$ 960	\$ 979	\$ 1,008	\$ 1,048
Timekeeper (2 games)	\$ 750	\$ 758	\$ 773	\$ 796	\$ 828
Scorekeeper	\$ 1,150	\$ 1,162	\$ 1,185	\$ 1,220	\$ 1,269

CATEGORY I

STEP	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
1	\$ 3,604	\$ 3,640	\$ 3,713	\$ 3,824	\$ 3,977
2	\$ 3,713	\$ 3,750	\$ 3,825	\$ 3,940	\$ 4,097
3	\$ 3,822	\$ 3,860	\$ 3,937	\$ 4,056	\$ 4,218
4	\$ 3,932	\$ 3,971	\$ 4,051	\$ 4,172	\$ 4,339
5	\$ 4,041	\$ 4,081	\$ 4,163	\$ 4,288	\$ 4,459

CATEGORY IA

STEP	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
1	\$ 2,703	\$ 2,730	\$ 2,785	\$ 2,868	\$ 2,983
2	\$ 2,785	\$ 2,813	\$ 2,869	\$ 2,955	\$ 3,073
3	\$ 2,867	\$ 2,896	\$ 2,954	\$ 3,042	\$ 3,164
4	\$ 2,949	\$ 2,978	\$ 3,038	\$ 3,129	\$ 3,254
5	\$ 3,031	\$ 3,061	\$ 3,123	\$ 3,216	\$ 3,345

COACHING SALARY SCHEDULE
(continued)

CATEGORY II

STEP	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
1	\$ 2,730	\$ 2,757	\$ 2,812	\$ 2,897	\$ 3,013
2	\$ 2,840	\$ 2,868	\$ 2,926	\$ 3,014	\$ 3,134
3	\$ 2,949	\$ 2,978	\$ 3,038	\$ 3,129	\$ 3,254
4	\$ 3,058	\$ 3,089	\$ 3,150	\$ 3,245	\$ 3,375
5	\$ 3,167	\$ 3,199	\$ 3,263	\$ 3,361	\$ 3,495

CATEGORY IIA

STEP	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
1	\$ 2,048	\$ 2,068	\$ 2,110	\$ 2,173	\$ 2,260
2	\$ 2,130	\$ 2,151	\$ 2,194	\$ 2,260	\$ 2,351
3	\$ 2,212	\$ 2,234	\$ 2,279	\$ 2,347	\$ 2,441
4	\$ 2,294	\$ 2,317	\$ 2,363	\$ 2,434	\$ 2,532
5	\$ 2,376	\$ 2,400	\$ 2,448	\$ 2,521	\$ 2,622

CATEGORY III

STEP	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
1	\$ 1,638	\$ 1,654	\$ 1,687	\$ 1,738	\$ 1,808
2	\$ 1,748	\$ 1,765	\$ 1,801	\$ 1,855	\$ 1,929
3	\$ 1,857	\$ 1,876	\$ 1,913	\$ 1,970	\$ 2,049
4	\$ 1,966	\$ 1,986	\$ 2,025	\$ 2,086	\$ 2,170
5	\$ 2,075	\$ 2,096	\$ 2,138	\$ 2,202	\$ 2,290

CATEGORY IV

STEP	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
1	\$ 4,410	\$ 4,454	\$ 4,543	\$ 4,679	\$ 4,867
2	\$ 4,515	\$ 4,560	\$ 4,651	\$ 4,791	\$ 4,983
3	\$ 4,620	\$ 4,666	\$ 4,760	\$ 4,902	\$ 5,098
4	\$ 4,725	\$ 4,772	\$ 4,868	\$ 5,014	\$ 5,214
5	\$ 4,830	\$ 4,878	\$ 4,976	\$ 5,125	\$ 5,330

COACHING SALARY SCHEDULE ADDITIONAL COMPENSATION

Longevity pay for every 5 years of coaching within the same sport will be:

2007-2008	\$165.00
2009-2012	\$175.00

All post season compensation will be paid to the coach or coaches involved with team members in post season play as follows:

2007-2008	\$100 for each coach involved with 1-5 team members
2008-2012	\$125 for each coach involved with 1-5 team members
2007-2008	\$200 for each coach involved with a team greater than 5 members
2008-2012	\$225 for each coach involved with a team greater than 5 members

Post season is defined as any competition following the last regular season game for: volleyball, football (9 games), soccer, golf, baseball and softball

And as any competition following completion of the first sectional contest for: basketball, wrestling, bowling, track, indoor track, and cheerleading.

Any sport where the length of season is predictable will not be entitled to post season compensation until entering into the unforeseen portions of the schedule.

1 year credit for head coach will be granted for 2 years assistant in same sport (in same sport includes men's or women's)

**APPENDIX C
SALARY SCHEDULE**

STEP	2007-2008 *	2008-2009	2009-2010 *	2010-2011	2011-2012
1	36,473	37,658	39,349	40,628	42,253
2	37,000	38,203	39,958	41,257	42,907
3	37,500	38,719	40,491	41,806	43,479
4	38,000	39,235	41,023	42,356	44,051
5	38,500	39,751	41,557	43,011	44,731
6	39,000	40,268	42,089	43,562	45,305
7	39,500	40,784	43,787	45,078	46,205
8	41,094	42,429	45,107	46,437	47,598
9	42,333	43,708	47,307	48,702	49,920
10	44,398	45,840	48,934	50,378	51,637
11	45,946	47,440	50,937	52,440	53,751
12	47,805	49,358	52,533	54,188	55,542
13	49,302	50,904	53,909	55,607	57,136
14	50,593	52,237	55,701	57,456	59,179
15	51,986	54,000	58,258	60,006	61,806
16	54,463	56,288	60,289	62,219	63,992
17	56,526	58,420	62,364	64,360	66,130
18	57,712	60,401	65,035	66,986	68,493
19	60,858	62,988	68,846	70,980	72,578
20	64,362	66,615	73,000	75,081	76,770
21	70,000	71,400	75,381	77,002	79,196
STAY	71,750	73,903	76,750	78,476	80,242

*** STEP MOVEMENT**

In 2007-2008 and 2009-2010, there are adjustments to the routine step movement.

In 2007-2008, Step 1 from the 2006-2007 schedule (\$35,030) is removed and an additional step is included between Steps 21 and "STAY" (\$63,100 and \$69,000). Therefore, all unit members, who were on schedule in 2006-2007, will move up a step, but there will be no change in the step name (e.g., Step 1 to Step 1, or Step 21 to Step 21). Those on the "STAY" step in 2006-2007 will be unaffected by this restructuring, and will continue on the "STAY" step throughout the contract.

In 2009-2010, the restructuring in 2007-2008 is repeated, removing Step 1 and adding a step in between Steps 21 and "STAY".

2007-2008	Add \$2,120 for BS +30	Add \$2,770 for Masters
2008-2009	Add \$2,170 for BS + 30	Add \$2,820 for Masters
2009-2010	Add \$2,220 for BS + 30	Add \$2,870 for Masters
2010-2011	Add \$2,270 for BS + 30	Add \$2,920 for Masters
2011-2012	Add \$2,320 for BS + 30	Add \$2,970 for Masters

National Certification: Upon Earning: \$4,000
 An annual stipend of \$1,000 will be paid as long as National Certification is maintained.

Graduate Credit Hours: \$58/ hr
 Graduate credit hours beyond the Masters must be pre-approved if outside a member's area of certification.

Pre approved in-service credit--\$30/credit
 Credits earned prior to July 1, 2000 (15-hours of in-service paid as 1 graduate credit hour at \$58/hr).

Anyone hired after July 1, 2000, as a .5 employee will receive one (1) step for every two (2) years of service.

APPENDIX D
GRIEVANCE FORM

DATE: _____

NAME: _____

POSITION: _____

STAGE GRIEVANCE FILED: _____

DATE OF GRIEVANCE: _____

STATE THE NATURE OF THE GRIEVANCE: _____

STATE SECTIONS OF THE AGREEMENT VIOLATED: _____

STATE REMEDY SOUGHT: _____

GRIEVANT: _____

DATE: _____

FOR THE ASSOCIATION

DATE: _____

APENDIX E

SICK LEAVE BANK

A sick leave bank has been established for unit members who are disabled for an extended period during the school year. The sick bank shall be made up of unused sick days voluntarily contributed by unit members in September of each year.

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

- 1) The teacher's accumulated sick leave is exhausted
- 2) The teacher provides the sick bank committee with acceptable medical evidence of the extended nature of the disability. The District may require an examination by another physician.

THE SICK BANK POLICY IS AS FOLLOWS:

- a) **ADMINISTRATION OF SICK BANK:** A three-person committee shall administer the sick bank program. Two members of the committee will be appointed by the BPTA and the Superintendent will appoint one member. The Committee will accept requests, and rule on their merit, maintain records of accumulation of days and subsequent use, and report to the Association and Superintendent annually on the affairs of the Sick Leave Bank. They will also be charged with establishing a procedure whereby unit members can contribute days to the sick bank with an accompanying adjustment in their individual sick leave allotment.
- b) **ELIGIBILITY**
 - 1) First year teachers are eligible to receive a maximum of ten (10) days from the sick leave bank in the course of a school year if the governing conditions are met.
 - 2) Second year teachers are eligible to receive a maximum of fifteen (15) days from the sick leave bank in the course of a school year if the governing conditions are met.
 - 3) Third year teachers are eligible to receive a maximum of twenty (20) days from the sick leave bank in the course of a school year if the governing conditions are met.
 - 4) Teachers commencing their fourth year of service with the District and those with service beyond four years are eligible to receive a maximum of ninety (90) days from the sick leave bank in the course of a school year provided the governing conditions are met. Part-time employees may be eligible for pro-rated benefits.

c) SOURCE OF SICK BANK DEPOSITS

- 1) The maximum number of days each unit member may contribute to the sick bank in any school year is three (3).
- 2) The maximum number of days that may accrue in the bank is 250 plus one for each teacher on staff at the beginning of the school year.
- 3) Replenishment of the sick bank will occur when the accumulated days reaches 250. At that time all participating members will contribute one (1) additional day.
- 4) To establish the bank and/or to establish eligibility in the bank, tenured teachers must contribute three (3) sick days while non-tenured teachers must contribute one (1) day. Following the granting of tenure, participating members who were previously non-tenured will contribute two (2) additional days to maintain eligibility. Participation is purely voluntary.

GENERAL RULES

- 1) Any changes to the rules of the sick bank shall be submitted to the sick bank committee who, in turn, will submit said recommendations to the Superintendent and Association for study and possible mutual agreement.
- 2) Unit members are eligible for sick bank benefits to cover:
 - a) extended personal illness, and/or
 - b) catastrophic illnesses of family. "Family" includes spouse, children, and/or other family members residing in the household. Such use shall be subject to the approval of the Superintendent.

APPENDIX F

DISTANCE LEARNING

Template Agreement

I. GENERAL

The purpose of the program is to provide courses and other offerings that would not otherwise be available to the receiving school.

The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the association may have waived any rights that may exist to the exclusivity of bargaining unit work.

This agreement shall be binding and in full force and effect until a successor agreement is reached.

The teaching of Distance Learning courses will be voluntary. When performed by untenured teachers, the course will be in their tenure area.

II. NO REDUCTION IN FORCE

No member of the bargaining unit on the effective date of this agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program. The introduction and/or continuation of Distance Learning in a receiving school shall not replace a sequence (as defined by NYS Standards) being currently taught or a sequence which could be taught by current staff.

III. TRAINING

The parties agree that training for participants will be provided. The cost(s) of training shall be established and borne by the district. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the district's collective bargaining agreement, herein referred to as CBA.

When a teacher accepts an assignment to develop or modify curriculum for a course to be offered through Distance Learning, the teacher shall be compensated for his/her services according to the district's CBA.

IV. PROGRAM COMMITTEE

The President of each association will annually (s)elect a voting member to the program committee. Decisions of the committee will be reached through consensus.

V. AUDIO-VIDEO RECORDINGS

Any program delivered from this school district for the purpose of educating children shall be taught by a qualified bargaining unit member. Due to the interactive nature of the technology, the transmission should be live; subsequent use of taped recording of live transmission should be used solely for instructional purposes.

Any audio-visual recording of the classes made in the host district are the property of the host district and the district shall make such recording available for the teacher's personal professional, non-commercial use. Such recordings will not be used in connection with teacher evaluation.

No participating district shall make any audio-visual recordings without the knowledge of the sending teacher. It is expected that the makings of recordings will be solely for the purpose of aiding students enrolled in the course.

In the event the Distance Learning Program is transmitted over public access cable television as part of the regular instructional program, the transmitted program shall be broadcast using a scramble signal and the receiving district shall use a descrambler for instructional purposes.

VI. SCHEDULING

The calendar of the host district shall be used for each course being taught.

The time of transmission will be determined by the district within the normal confines (starting and ending time) of the daily schedule of classes.

The intent of the parties is to provide Distance Learning Programs that will not result in the undue fragmentation of adjacent class periods in which Distance Learning Program students are enrolled.

The Distance Learning Course shall not adversely affect the preparation or work load of the remainder of the unit members in any of the participating districts.

VII. MAINTENANCE

The transmitting teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities should be minimal, and appropriate training provided.

CLASS SIZE

Distance Learning Classes shall be limited to a maximum of twenty (20) students at a maximum of three (3) sites, unless the transmitting teacher consents otherwise. The parties acknowledge and confirm that this language shall not be used by the association to argue that the District has waived any position with regard to class size in programs other than Distance Learning.

VIII. GRADING

All grading of schoolwork and tests shall be done in the transmitting school by the transmitting teacher, who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the transmitting school district.

IX. RECEIVING SCHOOLS

The teacher shall not be expected or required to attend any functions in the receiving school(s) district(s), but will be available to receiving students and their parents.

As an example, the out-of-district parents will be invited to an open house in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's open house. The teacher and the receiving district(s) will make mutually acceptable arrangement including meals, mileage and any other compensation, if necessary, for attendance at such functions beyond the limits described above.

X. SUBSTITUTES

In the event of the transmitting teacher's absence, the host district shall be expected to provide a certified substitute teacher when it elects to transmit.

XI. TEACHER EVALUATION

Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of the host district. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher within two school days by his/her administrator. No evaluation of the teacher will be made except in the normal manner in the classroom. Evaluations of probationary teachers will only be made in the regular classroom.

XII. TEXTBOOKS & RELATED MATERIALS

Textbooks and related materials for Distance Learning courses are determined by the transmitting district.

XIII. OFF SITE ORIGINATION

Teachers will be permitted and encouraged but not required to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time and pay appropriate expenses.

XIV. RECEIVING DISTRICT

A district employee shall be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and to be a liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility, unless said employee was hired expressly for that purpose.

If the district assigns a teacher to supervise a receiving class, such assignment shall be in accordance with the provision of the collective bargaining agreement.

There will be a designated employee at each receiving school to provide inter-school communications, collect and distribute materials, monitor student when directed, and provide student emergency information.

The receiving district shall assume full responsibility and liability for the supervision and maintenance of discipline of students in the receiving school.

XV. COLLABORATING ORGANIZATIONS

Unless otherwise agreed, college courses which give no high school credit may not be received during the school day and for a period of 30 minutes thereafter.

XVI. VISITORS

Visitors will be allowed to view Distance Learning classes only when the following criteria are followed:

1. The visitor must schedule the visit with the host teacher and principal at a time convenient to the host teacher.
2. Visits will be limited to no more than one day per week.

APPENDIX G

MINI-GRANTS

Through the collective bargaining process, \$10,000 has been allocated to fund the “Creative Instruction Mini-Grant Program.”

The funding is to cover the cost of materials, supplies, equipment, contracted services for students, and other expenses which may be incurred for training in the use of this equipment to be used in an innovative approach to learning. It is not intended to pay the award winner for his/her idea.

In order to allow for a timelier implementation of the program, equipment and supplies will be ordered in July.

Proposals may be submitted individually or by a group of teachers in accordance with the following criteria:

- A) Proposals should entail an innovative approach to learning with specific objectives, activities, and evaluative measures.
- B) Proposals MUST be submitted on the forms available in your building office or on the school network and returned to the Superintendent’s office by May 1.
- C) Proposals should be limited to \$1,000.
- D) Where known, specific vendors should be indicated in the budget section of the proposal.

The evaluation committee consisting of four (4) members from the BPTA and two (2) Administrators will be formed by May 1.

Following evaluation by the committee proposals will be rank-ordered by aggregate score and funded accordingly. A minimum rating of 60% must be received in order to be awarded.

Effort will be made to notify award winners by June 1.

Appendix H

Employer Non-Elective Contribution to 403(b) Plan Retirement Incentive

1. **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 as outlined in Article 23. Such contribution will be 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.
2. **No Cash Option.** No employee may receive cash in lieu of, or as an alternative to, any of the Employer's Non-Elective Contribution(s) described herein.
3. **Contribution Limitations.** In the applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue 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.

For all members the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year, no later than January 30th, as an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* (which Contribution shall not exceed the maximum amount permitted under the code), and, if necessary, in January of each subsequent year for up to (3) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

4. **403(b) Accounts.** Employer Non-elective contributions shall be deposited into a mutually agreeable 403(b) provider, as long as there is such qualified provider. If no such provider exists, the District and the BPTA will mutually determine the provider. Initially, the provider for the remittal of non-elective employee contributions will be ING Life and Annuity Company. This provider may be changed by mutual agreement but must be utilized by everyone eligible on a prospective basis.

5. **Tier I Adjustments** For 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.
6. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall 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 close as possible, to the original intent of the parties.
7. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed, meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected the ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. 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 participants Includible Compensation.

Appendix I

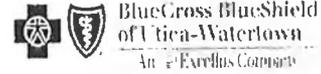
Employer Matching Contribution to 403(b) Plan

1. The employer agrees to make a matching contribution to each eligible employee's 403(b) account in an amount equal to the employee's contribution, per school year, up to the maximum amount listed in Article 27.
2. **No Cash Option.** No employee may receive cash in lieu of, or as an alternative to, any of the Employer's Non-Elective Contribution(s) described herein.
3. **Contribution Limitations.** In the applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases.
4. **403(b) Accounts.** Employer matching contributions shall be deposited into a mutually agreeable 403(b) provider, as long as there is such qualified provider. If no such provider exists, the District and the BPTA will mutually determine the provider.
5. **Tier I Adjustments** For tier I members with membership dates prior to June 17, 1971, Employer matching contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
6. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall 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 close as possible, to the original intent of the parties.
7. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section only solely as a matter of form and as the provider of investment products designed, meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected the ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. 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 participants' Includible Compensation.

Appendix J



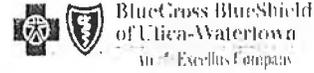
\$5 Copay / \$0 Deductible



Benefit	In-Network	Out-of-Network
• Coinsurance	100%	100%
• Copayment	\$5	None
• Deductible Levels	\$0	\$0
• Coinsurance Maximum		None
Hospital/Facility Benefits		
Hospital - Inpatient		
• Unlimited Days Semi-private Room & Board*	Covered in Full	Covered in Full
• Maternity Care*	Covered in Full	Covered in Full
• Routine Newborn Nursery Care	Covered in Full	Covered in Full
Hospital/Facility Outpatient		
• Ambulatory Surgery	Covered in Full	Covered in Full
• Pre-admission Testing	Covered in Full	Covered in Full
• Kidney Dialysis	Covered in Full	Covered in Full
Professional And Additional Health Benefits		
Physician:		
• Office Visit/Consultation	OV Copay	Covered in Full
• Chiropractic Services	OV Copay	Covered in Full
• Routine Pap Smear	Covered in Full	Covered in Full
• Routine Mammography Screening	Covered in Full	Covered in Full
• Allergy Testing	OV Copay	Covered in Full
• Allergy Injections	Covered in Full	Covered in Full
• Second Surgical Opinion/Second Medical Opinion	OV Copay	Covered in Full
• Pre/Post Natal Care	Covered in Full	Covered in Full
• In Hospital/In-Facility Physician Services/Consultation	Covered in Full	Covered in Full
• Anesthesia	Covered in Full	Covered in Full
• Gynecological Visits	OV Copay	Covered in Full
Preventive:		
• Annual Routine Physical 11 per year†	OV Copay	Not Covered
• Well Child Care Visits/Immunizations Up To Age 19	Covered in Full	Covered in Full
• Routine Gynecological Exam (1 per year)	Covered in Full	Covered in Full
Alcohol/Substance Abuse:		
• Outpatient Alcohol/Substance Abuse Visits; 20 For Family Therapy‡	Covered in Full	Covered in Full
• Inpatient Detoxification and Treatment of Alcohol and Substance Abuse (37 days)*	Covered in Full	Covered in Full



\$5 Copay / \$0 Deductible



In-Network

Out-of-Network

Mental Health:

• Outpatient Mental Health (30 visits per year)	Covered in Full	Covered in Full
• Inpatient Facility (30 days)*	Covered in Full	Covered in Full
• Inpatient Professional (30 visits)*	\$25 Copay	50% Coinsurance

General Services:

• Diagnostic Machine Test	Covered in Full	Covered in Full
• Diagnostic X-Ray	Covered in Full	Covered in Full
• Diagnostic Laboratory	Covered in Full	Covered in Full
• Chemotherapy/Radiation	Covered in Full	Covered in Full
• Ambulance (ground)	Covered in Full	Covered in Full
• Ambulance (air)	Covered in Full	Covered in Full
• Diabetes, Education, Equipment & Supplies	OV Copay	Covered in Full
• Hospice (120 days)	Covered in Full	Covered in Full
• Home Health Care (365 visits)*	Covered in Full	Covered in Full
• MRI/MRA	Covered in Full	Covered in Full
• Infusion Therapy*	Covered in Full	Covered in Full
• Skilled Nursing Facility (120 days)*	Covered in Full	Covered in Full
• DME and Prosthetic Devices*	Covered in Full	Covered in Full
• Short Term Therapies PT, OT, ST, Cardiac Rehab, Pulmonary Therapy	OV Copay	Covered in Full
• Family Planning	Covered in Full	Covered in Full
• Artificial Insemination	50% Coinsurance	50% Coinsurance

Emergency Services:

• Medical Emergency/Accidental Injury	\$25 Copay per visit	Covered in Full
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Other:

• Eye Glasses, Frames, Contact Lenses		
Frames.....		\$50 allowance
Lenses: Single Vision.....		\$30 allowance
Bifocal.....		\$40 allowance
Contact Lenses.....		\$50 allowance
Contact Lenses.....		\$60 allowance

* Student dependent coverage to age 25

Prescription Drugs:

• \$4/\$10

This is a summary of benefits to be used for comparison only.

Please refer to the BluePreferred-PPO contract for a complete description of available benefits.

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APPENDIX K

Internet Courses

I. GENERAL

The purpose of the program is to provide courses to Broadalbin-Perth students that would not otherwise be available to them during the normal school day or school year. Course pre-requisites for enrollment in an Internet Class must be followed.

The teacher of record for an Internet course will be a certified unit member. The teaching of Internet courses will be voluntary. When performed by untenured teachers, the course will be in their tenure area.

The District is responsible for providing any additional required training for the teachers of Internet courses.

II. NO REDUCTION IN FORCE

No member of the Association on the effective date of this Agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District's participation in Internet courses. The introduction and/or continuation of Internet classes shall not replace a sequence (as defined by NYS Standards) being currently taught or a sequence which could be taught by current staff.

III. CURRICULUM WRITING

When a teacher accepts an assignment to develop or modify curriculum and upload the initial course to be offered through the Internet, the teacher shall be compensated at the rate established for curriculum writing.

The curriculum as well as the methods and timeline for evaluation will be available to students prior to enrollment in an Internet Course. Students are required to abide by the deadlines established in the timeline.

IV. SCHEDULING AND COMPENSATION

- A. The Internet course shall not adversely affect the preparation of work load of the remainder of the unit members.
- B. An Internet course shall be equal to one class period when determining the number of periods taught by a teacher.
- C. Teachers must have access to a private computer during Internet class time.
- D. Teachers will use the Internet class period to engage in the usual and customary practices. (Monitoring student work, grading papers, test corrections, uploading additional information).

- E. Teachers will use the Internet class period to communicate with their students via e-mail.
- F. All examinations associated with courses offered through the Internet will be given at the school and proctored by the course teacher.
- G. If testing outside the normal work day is required, the teacher of record will be compensated at tutor rate.

V. CLASS SIZE

Internet Classes shall be limited to a maximum of twenty (20) students per class. The parties acknowledge and confirm that this language shall not be used by the association to argue that the District has waived any position with regard to class size in programs.

VI. GRADING

All grading of schoolwork and tests shall be performed by the teacher assigned to the Internet class. Substitute teachers will not be responsible or have access to online materials. Should a teacher be absent the day of a scheduled exam, a substitute teacher may monitor students during the exam.

VII. TEACHER EVALUATION

Evaluation of a teacher will be performed in accordance with the PDP/APPR provisions established in the contract. Evaluations of probationary teachers will only be made in the regular classroom.

VIII. TEXTBOOKS AND RELATED MATERIALS

Students will be responsible for obtaining textbooks during the normal school hours.