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Union: **Byron-Bergen Central School Non-Teaching Service Personnel Association**

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TA/4667

AGREEMENT

Between

BYRON-BERGEN CENTRAL SCHOOL
DISTRICT

and the

BYRON-BERGEN FACULTY
ASSOCIATION

☪☪◆☪☪

July 1, 2019 to June 30, 2022

7/1/19 - 6/30/22

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ARTICLE 1 – PREAMBLE

- 101 This Agreement made and entered into between the Byron-Bergen Central School District (hereinafter referred to as the “District”) and the Byron-Bergen Faculty Association (hereinafter referred to as the “Association”).
- 102 Whereas, it is the intent and purpose of the parties hereto that this Agreement shall foster, promote and improve the relationship between the District and its employees and set forth herein an Agreement covering wages, hours, working conditions and other conditions of employment to be carried out, observed and performed by the parties hereto:
- 103 Now, therefore, in consideration of the covenants, agreements, understandings, terms and conditions herein contained and in consideration of other good and valuable considerations, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE 2 – RECOGNITION

- 201 Pursuant to the New York State Employees Fair Employment Act, the District recognizes the Association as the exclusive collective negotiating representative of all regular full-time and part-time teachers, school psychologists, nurses and school social workers employed by the District, excluding substitutes to be employed one-half (½) of a school year or less. All other fringe benefits and leaves shall be provided to all part-time unit members on a pro-rated basis, except for health insurance benefits as defined in Article 33. Throughout this document, the term “unit member” includes all members of the Byron-Bergen Faculty Association who are certified under the Education Law

ARTICLE 3 – EMPLOYEE RECORDS

- 301 The District will provide the Association President with a copy of the Board agenda prior to the Board meeting at which it will be considered. The District will also provide the Association President with the minutes from the Board meeting once approved by the Board of Education. These documents may be provided in electronic format.

By October 1 of each year, the District will provide the Association President with a document generated by the Human Resources software (currently Finance Manager) that provides the name, position and building assignment of all teachers and other individuals employed by the District in job titles recognized under the collective bargaining agreement.

If a third-party request for union members’ personal information is made to the District, the District will provide a copy of the request to the Association President within five school business days of receipt.

ARTICLE 4 – COMPLETE AGREEMENT

- 401 The parties acknowledge that all of the agreements arrived at by the parties are set forth in this Agreement and that said Agreement may be altered, modified, added to or deleted from only by written amendment executed by the parties. This Agreement shall supersede any rules or regulations or practices which are contrary to or inconsistent with its terms.

402 The parties acknowledge that each had the unrestricted right and opportunity to make demands and proposals during the course of negotiations which resulted in the Agreement with respect to any subject or matter pertaining to wages, hours, or working conditions. The parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, preceding the termination date of this Agreement unless mutually agreed upon by the parties. However, if the District desires to change any terms or conditions of employment which have an impact on the bargaining unit and which are not covered in this collective bargaining agreement, it will notify the Association in writing and the Association will have the right to negotiate with the District, provided it files a request with the District, within five (5) school days after receipt of the notices.

ARTICLE 5 – NO STRIKE

501 The Association and its members, individually and collectively agree that they will not sanction or cause to take place or take part in any strike or stoppage of work or any form of action which results in a delay of work during the term of this Agreement.

ARTICLE 6 – SAVINGS CLAUSE

601 If any provisions of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary to the law, then such provision or application shall not be deemed valid and in force except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 7 – LEGISLATIVE ACTION

701 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 ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.

ARTICLE 8 – RIGHTS OF EMPLOYER

801 The District retains the sole right to manage its business and services, to direct the employees of the District, to make all decisions and to take whatever action is deemed necessary in connection therewith, subject only to the provisions in the Agreement and provisions of law.

ARTICLE 9 – RIGHTS OF EMPLOYEES

901 Unit members have the right to join, or not to join, any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

ARTICLE 10 – ASSOCIATION ACCESS

- 1001 The Association will be afforded at least 45 minutes during new employee orientation to discuss Association membership and business with new employees in the job titles recognized under the collective bargaining agreement. A new employee may decline to attend this presentation.
- 1002 The Association will be scheduled for at least 45 minutes during the opening day event for staff, as determined by the District. This time will be used for Association business.
- 1003 The Association will be permitted reasonable use of the District's facilities for Association business, subject to District policies and procedures and provided said use does not interfere with District operations. The Association shall be responsible for any extra cost stemming from such Association use.
- 1004 Association representatives will be permitted reasonable access to unit members and District facilities during and after the work day to conduct Association business, provided such access does not interfere with or disrupt District operations. If the Association representative is not a District employee, then he/she must comply with all applicable visitor protocols.
- 1005 The Association will be afforded a conspicuous space in the faculty lounge of each school building to display Association information, as designated by the District. The District is not responsible for the upkeep and maintenance of the display.
- 1006 The Association may utilize District photocopiers and/or other workplace equipment for occasional and incidental use provided such use does not interfere with District operations.

ARTICLE 11 – MEMBERS' VOICE

- 1101 The improvement of educational opportunities for all children at Byron-Bergen is of paramount concern to the Byron-Bergen Board of Education, administration and unit members. The unit members are encouraged to make suggestions based upon professional judgment and experience for the improvement of educational procedures. Where possible, unit members involved or affected by proposed changes in educational procedures will be consulted.
- 1102 Board/Association Committee: The President and Vice President of the Board of Education, the Superintendent of Schools and the President and Vice President of the Association shall meet for the purpose of discussing concerns. There shall be at least four meetings per school year (minimum one per quarter) and they shall be scheduled at a time mutually convenient to the parties. All meetings will be closed to all but the participants as written above, except by mutual agreement.

ARTICLE 12 – GRIEVANCE PROCEDURE

1201 Statement of Policy

1201.1 In order to provide the best possible educational program for the Byron-Bergen Central School, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily, group or individual grievances which would tend to unsettle the effective functioning of the school system. All unit members of the Byron-Bergen Central School District are guaranteed the right to be heard and present their grievances in accordance with this plan with freedom from discrimination, restraint, interference or reprisal. Decisions shall be rendered judiciously and promptly.

1202 Definitions and Principles

1202.1 A grievance is a complaint by an aggrieved party of an alleged violation of any of the terms and conditions of the Agreement between the District and the Association.

1202.2 An “Aggrieved party” shall mean a unit member, group of unit members, or the Association.

1202.3 All discussions shall be kept confidential during the procedural stage of the resolution of a grievance.

1202.4 An employee who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation.

1202.5 Administration and supervisory personnel have the responsibility to consider and take action promptly within authority delegated to them, on grievances presented to them.

1202.6 For this article only, a school day shall mean any day students are in attendance for instruction.

1203 General Procedure

1203.1 Each written grievance shall include the name and position of the aggrieved party, the specific Article and Section of this Agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance of the said events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.

1203.2 Nothing contained in this Article shall be construed as limiting the right of any unit member allegedly having a grievance to discuss the matter informally with any appropriate member of the administration.

1203.3 The aggrieved party may be represented at any step of the grievance procedure by a representative of his/her own choosing.

- 1203.4 Except for the informal decisions at Stage I, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the unit member and the Association.
- 1203.5 Grievances dealing with issues of a general nature which affect a group or class of unit members may be initiated in writing by the Association at the level of the grievance procedure where supervision is common to all members of the group. All members of the group alleged to be aggrieved must be identified.
- 1203.6 The preparation and processing of grievances may be conducted during the school day provided that all persons involved are on unassigned time. Classroom and assigned duties shall not be interrupted.
- 1203.7 The forms for implementing this procedure will be developed by the District and the Association, and shall be made available to members of the bargaining unit.
- 1203.8 No settlement agreement may be made without the Association's knowledge, and no terms in this contract may be altered without the Association's written consent.

1204 Time Limits

- 1204.1 Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within ten (10) school days after the Association knew or should have known of the act or condition on which the grievance is based.
- 1204.2 If grievant fails to appeal an unsatisfactory disposition of his alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 1204.3 Failure at any step of the grievance procedure to communicate a decision to the grievant within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- 1204.4 The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent of Schools.
- 1204.5 At any stage of the grievance process, if an abeyance is necessary, the party requesting the abeyance will place it in writing and have both parties agree to it.

1205 Grievance and Review

1205.1 Stage 1: Informal

1205.11 A unit member or an Association representative will specifically advise his/her Building Principal that he/she has a contract grievance and is initiating Stage 1 of the grievance procedure. The unit member shall then discuss the grievance with said principal with the objective of resolving the matter informally.

1205.12 Within five (5) school days after such discussion, the Principal shall give his answer to the grievant.

1205.2 Stage 2: Formal

1205.21 If the grievance is not resolved informally, it shall be reduced to writing by the grievant on the agreed upon form and presented to the Principal within five (5) school days after the Principal has given his answer at the informal Stage 1.

1205.22 Within five (5) school days thereafter, the Principal shall render a decision in writing and present it to the unit member, his representative, if any, and the Association.

1205.3 Stage 3: Superintendent

1205.31 If the grievant is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further, the grievant shall, within seven (7) school days after the conclusion of Stage 2, present the grievance to the Superintendent.

1205.32 Within seven (7) school days after receipt of the appeal, the Superintendent, or his/her duly appointed authorized representative, shall meet with the grievant, or his/her representative, and the Association.

1205.33 The Superintendent shall render a decision in writing to the grievant and his/her representative within five (5) school days after the conclusion of the meeting.

1205.4 Stage 4: Arbitration

1205.41 If the grievance is not resolved at Stage 3, and the Association determines that the alleged grievance is meritorious, then no later than fifteen (15) school days after the Superintendent has rendered his decision at Stage 3 above, the Association shall submit a written notice to the Superintendent of its intent to proceed to arbitration.

1205.42 Simultaneously with the delivery of the written notice to the Superintendent, a copy of that notice shall be mailed to the American Arbitration Association requesting that organization to submit a list of twelve (12) arbitrators.

- 1205.43 The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- 1205.44 The arbitrator shall have no power or authority to add to, subtract from, or modify any provisions of this Agreement, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 1205.45 The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.
- 1205.46 No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the District.

ARTICLE 13 – CONTRACT PRINTING

- 1301 This contract will be printed in a manner and format that is most cost effective. The cost of such printing is to be shared equally by the Faculty Association and the School District. Unit members will be permitted to retain their copies.

ARTICLE 14 – WORK YEAR

- 1401 The work year shall not exceed the following number of days:

	<u>Non-Tenured Members</u>	<u>Tenured Members</u>
2019-2022:	187 (includes 1 planned day the week before Labor Day and 1 day worked any time during the summer after graduation)	186 (includes 1 day worked any time during the summer after graduation)

Two days shall be planned jointly by the Faculty Association and the District.

- 1402 The District reserves the right to reschedule the school calendar for cause, but shall not increase the number of days set forth in paragraph 1 of this Article. The executive committee of the Faculty Association will be consulted on any changes in the calendar after the school year begins.

- 1403 There will be a one-day “wrap-up” for elementary and secondary teachers between the end of the first semester and the beginning of the second semester. On that day, the District may provide up to four hours of mandatory professional development for the teachers. The District and the Association will mutually agree to the professional development topics.
- 1404 Special Education teachers required by law to complete I.E.P.’s will be allowed a maximum of three (3) substitute days per year for this purpose.
- 1405 The nurses only will have 182 work days during the school year.
- 1405.1 In addition, each school nurse will be allowed two (2) paid summer days for the purpose of performing professional duties in preparation for the school year. For these summer days, the pay is computed at the rate of 1/182th of salary for each of these two (2) days.
- 1406 If there are two (2) or more unused emergency closing days remaining after May 1, the school year will be reduced by one (1) day. The Superintendent shall select the day to eliminate from the school calendar.
- 1407 Summer Work- School Counselors and School Psychologists
- 1407.1 School psychologists may work up to twenty (20) days during the summer break. The number of days to be worked within this limit will be mutually agreed upon by the school psychologist and the building principal or designated administrator.
- 1407.2 Jr./Sr. High School counselors may work up to ten (10) days during the summer break. The number of days to be worked within this limit will be mutually agreed upon by the respective Jr./Sr. High School counselor and the building principal or designated administrator.
- 1407.3 Elementary school counselors may work up to five (5) days during the summer break. The number of days to be worked within this limit will be mutually agreed upon by the Elementary School counselor and the building principal or designated administrator.
- 1407.4 Authorized per diem summer work will be compensated at 1/200th of the unit member’s annual salary. The regular summer work day shall be 6.5 hours.
- 1407.5 No unit member shall perform summer work unless such work has been approved in advance by their building principal or his/her designee.
- 1407.6 Summer work days will be scheduled by mutual agreement between the unit member and the building principal or his/her designee. Summer work will be scheduled only when the District determines it is necessary.

ARTICLE 15 – WORK DAY

- 1501 The normal workday for unit members in the Elementary School shall begin at 8:15 a.m. and end after the normal bus dismissal once the buses have left the bus loop, which shall not be after 3:30 p.m.

- 1502 The normal work day for Junior-Senior High School begins at 7:30 a.m. and ends at 2:45 p.m. One day a month, faculty will stay until 2:55 p.m. for the monthly faculty meeting. Quarterly, the district may also hold one extended faculty meeting in which faculty stays until 3:15 p.m.
- 1502.1 If there is a need to slightly adjust (i.e., a time adjustment of from 5 to 10 minutes – for example, start at 7:25 a.m. and end at 2:40 p.m.) the beginning and ending work times of unit members, the Superintendent is to seek volunteers first for this time adjustment. If sufficient volunteers (i.e., no more than 10) are not found, the Superintendent will meet with the Association President and the Association President will help the Superintendent identify unit members who are to have their work schedule adjusted to meet the needs of the District on this issue. Generally, unit members will be given two (2) weeks advance notice of any such work schedule change.
- 1502.2 In those situations where a time adjustment has been made and where it is not possible for the unit member to leave work prior to the end of the regular work day, additional considerations for the unit member who has a time adjustment may be made such as an earlier release from work on another day of the work week. These additional considerations are to be made reasonably in advance by mutual agreement between the Junior-Senior High School Principal and the unit member.
- 1502.3 A joint District and Association committee will continue to cooperate in the investigation of alternative scheduling for the Junior-Senior High School. The need for and the structure of up to 10 minutes of instructional time will be determined by this committee. Voting members will be made up of four (4) representatives appointed by the Association and four (4) representatives appointed by the Superintendent. The Superintendent or his/her designee and the Association President or his/her designee will co-chair the committee for a total of ten (10) members. This extra time will in no way change the normal work day starting and ending times as referenced above.
- 1503 Occasional modifications to the schedule set forth in this Article may be required by the District.
- 1504 The District reserves the right to alter for cause, the schedule of the work day as set forth in this Article, after discussion with the Association; but in the event that alteration of the schedule is necessary, the work day shall not exceed the amount of time set forth in this Article.
- 1505 This Article is not intended to limit or preclude any additional time that may be necessary for teachers to satisfactorily prepare for or perform their duties; nor is it intended to preclude or limit time required to attend customary faculty meetings or meetings which are necessary.
- 1506 On the last day of the workweek, unit members in the Junior-Senior High School shall be free to leave school after the normal bus dismissal once the buses have left the bus loop.

On the last day of the workweek, unit members in the Elementary School shall be free to arrive at school by 8:30 a.m.

- 1507 Each unit member will be provided an agenda for faculty meetings one school day prior to the actual meeting time except in the case of emergency meetings.
- 1508 Junior-Senior High School teachers shall have no more than seven (7) duty periods per week.
- 1509 Elementary teachers shall have eighty (80) minutes without students in every six day cycle. This time may be used by administration for meetings.
- 1510 In addition to 1508 and 1509 above, every teacher shall have an unencumbered forty (40) minutes planning period per day without students and every bargaining unit member shall have one (1) unencumbered thirty (30) minute lunch period each day.
- 1511 First year teachers will only be assigned cafeteria duty when no other teachers are available.
- 1512 Breaks for School Nurses – Each full-time school nurse may take a 20-minute break during the first half of the workday and a 20-minute break during the second half of the workday.

ARTICLE 16 – PROFESSIONAL MEETINGS

- 1601 With prior approval from the Building Principal, school nurses will be paid \$25 for each professional development meeting attended outside the normal work day.
- 1602 The school district will support flexible scheduling within a department or instructional team for the purpose of affording pertinent staff with an opportunity to attend a C.S.E. meeting. All attempts will be made to have the least impact on the instructional day, and the terms and conditions of the contractual language will be honored.

ARTICLE 17 – FACULTY HANDBOOK

- 1701 A Faculty Handbook shall be given to each unit member at the beginning of the school year for ready reference. A copy of the Elementary and Junior-Senior High School master teacher schedules will be supplied to the Association President.
- 1702 The Faculty Association Executive Board will work with the Administration when a revision on a policy statement in the handbook is necessary. The Association President may keep copies of the Elementary and Junior-Senior High School handbooks from year to year.

ARTICLE 18 – WORK AREAS

- 1801 Building Principals will work with the Faculty Association in arranging for the District to provide and maintain adequate work areas that will be appropriately lighted and equipped.
- 1802 Full-time staff members and part-time unit members who are classified as half-time or more and who do not have a permanent room assignment will be provided a desk and office space. Less than half-time unit members will share a desk and office with other similar part-time unit members.

- 1803 The District will provide two (2) telephones in each building (Elementary and Junior-Senior High School) for use by unit members. These telephones are to be in an area which provides privacy. No personal long distance calls shall be billed to the District. The District also shall provide a space in each building with a working computer that has internet and printer access for teacher use.

ARTICLE 19 – EVALUATION OF UNIT MEMBERS

- 1901 Unit members will be evaluated pursuant to the District’s Annual Professional Performance Review (APPR) Plan, which is subject to change in accordance with the Education Law and applicable regulations.

1901.1 The APPR Plan, which will be compiled in an APPR Handbook, shall be a stand-alone document that is not subject to the grievance and arbitration procedures set forth in this collective bargaining agreement. Nothing in this provision prohibits a grievance for failure to comply with the specific terms of this collective bargaining agreement.

1901.2 The District, Association and faculty members will cooperate in developing, training for and implementing the APPR Plan. Any changes to the APPR Plan will be developed by a standing committee made up of four (4) representatives appointed by the Association and four (4) representatives appointed by the Superintendent, unless otherwise stated in the Education Law or the Commissioner’s Regulations. The Superintendent or his/her designee and the Association President or his/her designee will co-chair the committee for a total of ten (10) members. Also, the purpose of the committee is to develop teacher evaluation instruments and related methodology and staff development courses for probationary teachers as a prerequisite for granting of tenure.

Before a vote is taken, each co-chairperson will caucus with their representatives and cast a vote on behalf of the majority of the members of that group. Any agreements reached by this committee will be set forth in a written document signed by the Superintendent and the President of the Association and will be binding on the District and Association.

1901.3 Following an observation, a conference will be held in which all phases of a teacher’s work are discussed. These conversations should be candid and professional in nature and should include the supervisor’s view of problem areas in the teacher’s work. If there are serious questions about a teacher’s performance and he/she is in danger of not being re-appointed, he/she should be apprised of the weakness and be given suggestions for remedying it as per the negotiated APPR plan.

1901.4 A written report on the observation and the conference will be given to the teacher and a copy will be placed in his/her personnel file, along with the teacher’s acknowledgment that he/she has received the report. Copies will also be given to the Superintendent of Schools and Department Coordinators. Should a teacher wish to respond in writing to the report, this too will be placed in his/her file as per the negotiated APPR plan.

- 1902 There will be no section in the faculty handbook explaining or dealing with evaluation of teachers unless it agrees with these contract terms.
- 1903 During the life of this contract, the District will continue to support a mentor program. The program will be administered by the Mentor Steering Committee consisting of four (4) faculty members appointed by the President of the Association and four (4) administrators. The Superintendent of Schools will chair the group. In addition to the salaries and fringe benefits for mentors (listed in another portion of this contract), a minimum of \$3,750 will be budgeted each year of the contract for additional expenses of the program.

ARTICLE 20 – PROBATIONARY PERIOD AND ACQUIRING TENURE

- 2001 The probationary period for all teachers hired shall be four (4) school years unless otherwise specified by law. All teachers who will not be granted tenure in the system shall be notified by the Superintendent not later than sixty (60) days prior to the expiration of their probationary period. (See 2101 for an exception to this Article.)

ARTICLE 21 – DISMISSAL

(In Sections 2101 through 2104, “unit member” includes all members of the Byron-Bergen Faculty Association who are certified under the Education Law.)

- 2101 In the event that the District is considering the dismissal of a unit member for incompetence or failure to perform at a level of competency acceptable to the District, or is considering not granting tenure to a probationary unit member, it will provide at least one (1) written warning prior to making a determination as to whether the unit member should be dismissed, except where an act of incompetence or failure to perform at an acceptable level occurs in the last sixty (60) days of the school year, in which case a written warning will be given to the unit member if practicable.
- 2102 If within five (5) school days after such a warning, the unit member requests a conference, one will be held among the Building Principal, an additional representative of the District, the unit member, and an Association representative.
- 2103 If the District determines that the unit member should be dismissed or not recommended for tenure, the unit member will be given written notice at least thirty (30) days prior to the meeting at which the Board of Education is to consider the recommendation.
- 2104 A unit member in his/her eligibility year for tenure with the District who is notified of the District’s intent to recommend dismissal, may request within two (2) weeks of such notification and be granted not sooner than the fourth week after such request, a hearing before the Board of Education, or a committee thereof, to determine that the recommendation to terminate services is for cause. Such hearing shall be held prior to the time the Board of Education takes action on such recommendation.
- 2105 Unit members in the Classified Civil Service who have successfully completed the probationary period are to be granted those rights under Section 75 of the Civil Service Law in instances when discipline or discharge is charged.

ARTICLE 22 – PERSONNEL FILE

- 2201 Upon request of a unit member at reasonable times, a unit member shall be allowed to view in the presence of the Superintendent, or his/her designee, any material in his/her personnel file except confidential references or placement materials from colleges or universities.
- 2202 No material, except confidential references or placement materials from college or universities, derogatory to the unit member's conduct, services, character or personality shall be placed in his/her personnel file unless such unit member has been notified of its existence and has had the opportunity to review the material.
- 2203 The unit member shall have the right to attach a rebuttal to any derogatory material placed in the file.

ARTICLE 23 – TEACHER LOAD AND CLASS LOAD

- 2301 Each unit member shall receive no less than a 30 minute duty-free lunch period each day.
- 2302 Each Jr./Sr. High School teacher will have a maximum of five (5) teaching classes and at least one planning period each day which shall, on a weekly basis, equal no less than 200 minutes, except as provided in 2302.1 and 2604.
- 2302.1 If the District has the need to cover a .2 FTE assignment, it may seek volunteers from the Association to cover such an assignment. The District will send a notice of the opportunity electronically to all teachers, specifying the certification requirements for the position (if any), and request appropriately qualified teachers to submit a response indicating their interest within not less than two (2) school days. The District may select one of the applicants to cover the assignment, with such selection being within the sole discretion of the District, or reject all applicants and find other means to cover or handle the assignment. If a volunteer applicant is appointed to the assignment, the appointed Association member will be paid at a rate of 20% of the unit member's salary, or a proportionate amount thereof. This class will be taught in addition to their normal teaching/duty load.
- 2302.2 If more than a .5 position is needed in a department, the District will hire an additional person to fill that need.
- 2302.3 If the need arises due to lab requirements, Jr./Sr. High School science teachers may teach up to six (6) classes on a day as long as they are limited to thirty (30) classes in a 6-day cycle and have at least one (1) planning period a day.
- 2303 Conditions Regarding Teachers Traveling Between School Buildings:
- 2303.1 Special area teachers (Reading, Speech, Special Education, Art, Music, Family & Consumer Science (FACS), Health, Library Media Specialist, English as a Second Language (ESL) and Physical Education) whose primary assignment is at minimum 123 minutes in the Elementary School (Pre K-6) may be assigned to classes in the Junior/Senior High School (7-12) within their certification area. In only those circumstances the assigned teaching load will be no more than 246 minutes per day.

- 2303.2 Special area teachers (as defined above) whose primary assignment is the Junior/Senior High School (7-12) may be assigned to classes in the Elementary School (Pre K-6) within their certification area. In only these circumstances the assigned teaching load will be no more than 210 minutes per day. For these teachers, travel will replace duties.
 - 2303.3 Planning time must occur when students are in attendance and must be no less than 200 minutes per week.
 - 2303.4 Lunch and planning time will be unencumbered.
 - 2303.5 Any teacher who has a minimum of 200 teaching minutes per day will be considered full-time.
 - 2303.6 Reimbursement will occur for any teacher traveling between buildings at the IRS rate and will be paid at the end of each marking period.
 - 2303.7 Thirty minutes (30) of interschool travel will be given, flexible within a few minutes and no adverse action shall be taken against a teacher who is delayed due to circumstances beyond his/her control.
 - 2303.8 Any traveling teacher who does not have a personal vehicle for use between buildings due to emergency reasons will be provided with transportation by the District.
 - 2303.9 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the number of teachers and amount of interschool travel to situations in which it is absolutely necessary.
 - 2303.10 No job loss will occur as a result of traveling special area teachers.
 - 2303.11 When approved by the Superintendent and a music teacher's day is extended for the purpose of covering a class outside the normal work day, the teacher will be reimbursed at a percentage of their base salary for the number of minutes spent in addition to the normal work day outlined in Articles 14 and 15.
- 2304 In order to achieve the best education for every student of Byron-Bergen Central and best working conditions for the faculty of Byron-Bergen, the following goals for teaching and class load are proposed:
- 2304.1 The Administration in consultation with Team Leaders, Department Coordinators and/or faculty personnel shall equalize the teaching load of all employees within the limits of personnel certification and the yearly schedule of classes.

2304.2 Grades 7-12

2304.21 A maximum of 27 pupils per class.

2304.22 This equalization should have as its goal, equal class loads and no more than three (3) different preparations (except for those departments where prior agreement has been reached with a specific teacher).

2304.3 Grades Pre-K-6

2304.31 A maximum of 27 pupils per teacher.

2304.32 Teachers, including special teachers, will have a minimum of one 40 minute planning period during the normal course of the school day.

2305 An Elementary School Scheduling Advisory Committee will be established comprised of three (3) Elementary School teachers appointed by the BBFA President and two (2) administrators appointed by the Superintendent of Schools on an annual basis. The committee shall meet annually and as necessary to make advisory recommendations to the Elementary School Principal regarding the Elementary School's school day schedule for the following school year.

ARTICLE 24 – TEACHER ASSIGNMENT

2401 Each teacher shall be informed of his/her next year's teaching responsibilities and location before the close of school in June. If it becomes necessary to alter this assignment due to unforeseen events, the teacher involved shall be notified at the earliest convenient time.

2402 All job openings in the bargaining unit will be sent electronically via e-mail to each Association member's District e-mail address. Any job openings that are posted during the summer months will be sent electronically via District e-mail and Connect-Ed or some similar communication tool if the District is employing one.

ARTICLE 25 – LAYOFF AND RECALL

2501 In the event of a reduction in staff, layoffs will be made in reverse order of seniority in the tenure area of the position to be abolished, consistent with New York State Education Law. Unit members certified under Education Law will be recalled in order of seniority consistent with New York State Education Law.

2502 Any unit member certified under Education Law who is laid off because of a reduction in staff will be placed at the top of the substitute list and called to sub in order of seniority for a position for which he/she is qualified.

2503 Classified Civil Service Unit Members

2503.1 For Competitive Class Civil Service members, layoff and recall are to be conducted in accordance with the New York State Civil Service Law and the Rules of the Local Commission.

2503.2 For Non-Competitive Civil Service members, in the event of abolition of position(s), layoffs will occur in inverse order of seniority. Seniority is defined as continuous uninterrupted full-time service to the District. If a layoff of a non-competitive position occurs, the person will be placed on a recall roster for a period of four (4) years from the effective date of layoff.

ARTICLE 26- SUBSTITUTES

2601 The District will, whenever possible, hire certified or licensed substitutes as appropriate for any unit member.

2602 Reliable and qualified student teachers may be utilized when permitted by the sponsor teacher and building administrator.

2603 The District will give the Faculty Association a copy of the substitute list for its evaluation in the Fall and again in January.

2604 On a voluntary basis, faculty members may sign up with the schools' main offices signifying his/her availability during his/her planning periods to act as a substitute teacher.

The teacher accepting an assignment to cover a class period will follow the lesson plan that the absentee teacher has left for his/her substitute.

If the teacher accepts an assignment to teach as a substitute during his/her planning period, he/she will be compensated at a rate of 1/5 of the substitute per diem rate.

The teacher acting as a substitute teacher in this process will submit a pay slip through the appropriate school's main office, which is verified and consequently approved by the Building Principal.

This section is only applicable for shortages of substitute availability and is not to be used for other coverage situations.

ARTICLE 27 - LEAVE WITH PAY

2701 Personal Illness, Family Illness and Personal Business

2701.1 Each unit member shall be allowed fifteen (15) days leave with full pay during any school year to cover personal illness, family illness and personal business (personal business shall exclude vacations and recreational activities). Personal business leave shall be used only for legal, family or personal matters that cannot be attended to outside of the teacher work day. Such leave shall be cumulative in whole or in part. There is no limit to the number of days that can be accumulated.

If a member has used five (5) consecutive leave days, an administrator may require the unit member to provide documentation as to the purpose of the leave. A unit member who takes a leave day immediately preceding a weekend, holiday, school vacation/recess or any other day when school is not in session and then takes a leave day immediately following such period has taken leave days consecutively within the meaning of this section.

2701.2 Any member who has accumulated more than 265 leave days and exceeds the use of 15 leave days in a school year may be required to provide documentation as to the purpose of the leave day usage.

2701.3 Leave with pay may not be taken on days immediately preceding or following holidays or vacation periods for the purpose of lengthening the vacation or holiday. Lengthening the vacation or holiday shall mean traveling to or from the vacation/holiday site, preparing to travel to or from the vacation/holiday site, and/or actually staying at a vacation or holiday destination. If a unit member takes a leave day before or after a vacation or holiday, the superintendent or his/her designated administrator may require the unit member to provide the reason for such leave. Notwithstanding 2701.1 above, acceptable reasons for using paid leave immediately before or after a vacation or holiday include, but are not limited to, failed travel connections that are beyond the unit member's control and similar uncontrollable issues that prevent the unit member's timely return. Leave with pay may not be taken when the employee retires from service, resigns from service, or is granted a leave of absence.

2701.4 Sick Leave Options

Prior to exercising any of the following options, the school district may require medical certification of illness.

Sick Bank members may make applications to borrow days from the Sick Bank. All Association members who have contributed to the sick bank at least once are entitled to this benefit.

2701.41 Upon exhaustion of leave with full pay, as described above, 30 days will be allowed during which time the teacher will be paid the difference between a substitute's salary and the regular salary of the teacher. Such days shall not be cumulative.

2701.42 Additional sick leave is available to any teacher. In the case of protracted illness requiring home confinement or hospitalization that exhausts a teacher's accumulated sick leave, the Board of Education may grant additional sick leave. The granting of these additional days will be determined with reference to the individual's sick leave record and the nature of the circumstances.

2701.43 Teachers employed during the summer months shall accrue paid leave at the rate of one (1) day per month worked.

2702 Sick Leave Bank

2702.1 The Administration will cooperate in the establishment of a leave bank. Days for this bank will be donated voluntarily by unit members, and the Faculty Association will administer the program. A nonvoting administrator will sit on the committee in order to advise and be informed of the decisions made by the Committee. All decisions regarding the usage of sick bank days will be reviewed by the Superintendent of Schools for compliance with applicable laws and standards.

2702.2 Days will be contributed voluntarily by unit members by May 15 of each school year for the following school year. Each unit member may contribute as many as three (3) days per year unless he/she has accumulated two hundred (200) or more days leave with pay. In this event, he/she may contribute up to a maximum of five (5) days per year. The maximum contribution by unit members with two hundred (200) or more accumulated days during any school year shall be thirty-five (35) days.

2703 Bereavement Leave

Each unit member shall be allowed to request up to five (5) days with full pay during any school year for each instance of a death in the immediate family. Immediate family shall be defined as father, mother, step-father, step-mother, current spouse, brother, sister, child, step-child, current father-in-law, current mother-in-law, grandparent, grandchild, current foster child residing with the unit member and, at the discretion of the Superintendent, other persons with whom the unit member has developed an immediate family-like relationship due to current or past relationships.

2704 Jury Duty

2704.1 Any employee called for jury duty and/or required to serve on a jury, or to be a witness under a subpoena shall be allowed his/her full pay as an employee of the District for a total of up to ten (10) school days per year, except in a case where an individual on his/her initial tour of jury duty is held over for a court proceeding beyond the ten (10) day limit.

2704.2 No deduction from pay or benefits will be made as a result of a member being absent for jury duty.

2704.3 An employee who is excused from jury duty before or during the work day shall be required to return to work as long as he/she can report at least three (3) hours prior to the end of his/her scheduled work day.

2705 Sabbatical Leave

2705.1 A unit member, upon completion of seven (7) consecutive years of service in the system, may file a request for sabbatical leave in order to further his/her education.

- 2705.2 The Board of Education will determine each year the number of sabbatical leaves to be granted. District finances may preclude the granting of any sabbatical leaves in a given year.
- 2705.3 The Board of Education will announce the availability of any sabbatical leaves by the first week in January. Applications are to be submitted to the Board of Education by February 1st of the preceding school year for which the sabbatical is required. A committee consisting of the Board (or a committee thereof), Administration and one (1) unit member, (selected by the Association) shall hear an oral defense of each written request in a closed session. This committee will discuss the merits of each proposal submitted and make a final determination no later than March 31st. Notification of any action taken by the committee on each request will be made following such action.
- 2705.4 A unit member granted such leave will be expected to return to Byron-Bergen for a period of one (1) year or more. Should the employee fail to return or resign prior to completion of such one-year period, the employee shall refund to the District the same proportion of the salary paid during the leave of absence. The Board of Education will determine what adjustments for retirement deductions, social security contributions, or income tax deductions would be in order. Every effort shall be made to utilize the talents gained by the individual during his/her sabbatical leave.

ARTICLE 28 – LEAVE WITHOUT PAY

2801 Parental Leave

- 2801.1 A unit member who requests parenting leave for the birth of a child or adoption of an infant (a child less than five (5) years old), shall be granted a leave of absence without pay (unless the member chooses to use accumulated leave days in accordance with Article 27) for a period not to extend beyond one (1) year from the date of the birth or adoption. Each unit member is entitled to one (1) additional year of parenting leave for each new birth and/or adoption which may occur while on an approved parenting leave, for up to a maximum of three (3) consecutive years. The purpose of such leave shall be for child rearing.
- 2801.2 At least four (4) months prior to the intended commencement of such leave, the unit member shall submit to the Building Principal a written statement indicating the date on which the unit member wishes the leave to commence and the date on which the unit member intends to return from said leave. The commencement date shall be mutually agreed between the unit member and the Building Principal.

In the event that a unit member adopts a child, the unit member shall submit a written statement indicating the date on which the unit member wishes the leave to commence, within a reasonable amount of time, and the date on which the unit member wishes to return from said leave. The commencement date will be mutually agreed upon by the unit member and the Building Principal.

- 2801.3 If the District has reason to believe that the unit member is physically incapable of performing normal duties either before such leave commences or upon return from such leave, the District may require a physician's statement that in the physician's opinion the unit member is physically capable of performing such duties.
- 2801.4 The unit member shall notify the Superintendent in writing at least sixty (60) calendar days prior to the termination date of the unit member's leave whether the unit member intends to resume employment in the District. Such resumption of duties may occur only at the beginning of a school semester. However, when unusual and unforeseen circumstances occur, such as the death of a child, cancellation of adoption, or loss of spouse's income, a unit member may resume his/her duties within the District with sixty (60) days notice.
- 2801.5 The duration of any such leave of absence, including any mutually agreed upon extension, shall not be credited for advancement for purposes of seniority, compensation, accrual of leave or other benefits, nor toward completion of the probationary period.
- 2801.6 Provided the unit member reports for duty at the end of the leave period, the unit member shall be entitled to the same tenure or non-tenure status held as of the commencement of said leave. If possible, efforts will be made to reinstate the person returning from leave in his or her previous assignment.

ARTICLE 29 – OTHER LEAVES

- 2901 The Board of Education may grant leaves of absence for any of the following reasons:
- 2901.1 Projects that have been approved because of educational value.
- 2901.2 Exchange Positions
- 2901.21 The time of leave of absence shall be determined by the Board of Education and is not to exceed two (2) years. The teachers must have attained tenure before making request for leave of absence for educational projects or exchange teaching positions.
- 2901.22 All requests shall be made in writing to the Board of Education and shall set forth reasons for such leave, and also the time deemed necessary.
- 2902 Visitation days may be granted by the Superintendent for the examination of areas of educational value.

2903 Association Leaves

2903.1 The Association President, and/or his/her designee, will be granted a total of seven (7) days per year of release time to perform Association business and will not be charged any of their leave days. Up to two additional days may be granted with approval of the Superintendent.

A reasonable amount of time will be provided for the Association President to conduct Association business with the approval of the Superintendent of Schools.

2903.2 The person from the Faculty Association representing the District at the TRS Retirement Delegate Annual Conference attended each year will not be charged leave days to attend the conference, to include any time reasonably necessary to travel to and from the conference.

2903.3 The Association will be allowed to send a representative of the Association to the NYSUT Representative Assembly meeting. This person will not be charged leave days to attend the conference, to include any time reasonably necessary to travel to and from the conference.

2903.4 The Association will be allowed to send a representative to each of the NYSUT Committee of 100 Lobby Days. This person will not be charged leave days to attend the conference, to include any time reasonably necessary to travel to and from the conference.

2904 In the case of the Board of Education requesting absence from duty for some purpose the Board deems beneficial to the professional or educational standards of the school system, such absence will involve no deduction in salary.

ARTICLE 30 – CONFERENCE DAYS

3001 When money has been appropriated by the Board of Education for conference attendance by unit members, the Superintendent or his/her designee shall determine the amount (\$0-\$250) a staff member is to be reimbursed for transportation and other necessary expenses directly incurred as the result of attendance at an approved conference. The Superintendent shall have the sole authority in regard to determining reimbursement requests which exceed \$250.00. If two or more unit members are approved to attend the same conference, money for necessary expenses, if approved, will be divided equally among those attending the conference.

3002 Leave days shall not be lost for attendance at approved conferences.

3003 The District will pay for the cost of a substitute whenever a unit member's request for a conference is approved.

3004 The Superintendent's approval will be required for unit members who wish to take more than three (3) conference days per year.

ARTICLE 31 – PAYROLL SCHEDULE

- 3101 Salaries of employees who are employed on a ten (10) month basis (September – June) will be paid in twenty-one (21) equal payments. When feasible, the first payments shall be on the second Thursday of school in September and successive payments when feasible, shall be on every second Thursday thereafter.
- 3101.1 All unit members will participate in a direct deposit program with the unit member's choice of bank. In the event that a unit member does not have a bank account, the District will work with the unit member to establish an account prior to the first payroll date for which the unit member is eligible.
- 3102 All unit members employed on a ten (10) month basis will have the opportunity to elect the twenty-five (25) payment plan but only if this is chosen before the first day of the school year in accordance with Section 409A of the Internal Revenue Code. This election must be in writing requesting the twenty-five payment plan and is irrevocable once the work period begins.
- 3103 The payroll schedule for the school year will be given to the President of the Association for comment before distribution to unit members at the opening of school in September.

ARTICLE 32 – PAYROLL DEDUCTIONS

3201 Miscellaneous Deductions

Each unit member shall be entitled to payroll deductions for the annuity program, professional dues, retirement plan, repayment of retirement loans and payments to the credit union. Such deductions shall continue throughout the school year and be payable in equal biweekly amounts.

3202 Tax Sheltered Annuity Program

Unit members may participate in a tax sheltered annuity program. The administration of such program shall be handled by the Board of Education.

3203 Dues Deduction

- 3203.1 The District agrees to deduct from the salaries of its employees' dues for the Byron-Bergen Faculty Association as said unit members individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the local Association. Unit members' authorizations shall be submitted in writing on the form provided by the Association.

For new hires such deduction shall begin no later than thirty (30) days after the District's receipt of written authorization of payroll deduction.

- 3203.2 The Association shall certify to the District in writing the current annual and biweekly rate of its membership dues. If the rate of its membership dues changes, the Association shall give the District a thirty (30) day notice prior to the effective date of such change.
- 3203.3 Deductions for dues shall be made in twenty (20) equal payments, beginning with the first payroll of the school year.
- 3203.4 Dues deduction authorization shall be continuous until revoked in writing provided that such revocation may take place only as described on the dues authorization form, unless prohibited by law. The District will provide the Association with notice of any such revocation. The District will not be liable for any non-payment of dues resulting from member revocation.
- 3203.5 The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of dues pursuant to this article.

3204 NYSUT Benefit Trust

- 3204.1 The employer shall check off and remit payments to the Byron-Bergen Faculty Association for NYSUT Benefit Trust, upon submission of a signed authorization to the payroll office, for anyone within the bargaining unit. Such signed authorization may be continued at the end of its term upon written notice of the employee to the employer. The employer shall transmit the monies promptly to the local Association.
- 3204.2 The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of payment to the NYSUT Benefit Trust pursuant to this article.

3205 VOTE/COPE

- 3205.1 The employer shall check off and remit payments to the Byron-Bergen Faculty Association for VOTE/COPE, upon submission of a signed authorization to the payroll office, for anyone within the bargaining unit. Such signed authorization shall continue until written notice is given by the employee to the employer. The employer shall transmit the monies promptly to the local Association.
- 3205.2 The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of payment to VOTE/COPE pursuant to this article.

ARTICLE 33 – HEALTH INSURANCE

3301 GAHP PPO

3301.1 The District will provide each full-time employee the Genesee Area Health Care Plan, hereinafter “GAHP”, with equal or better administering of the plan by Excellus Blue Cross and Blue Shield. It will continue the dental rider for either single or family coverage as is applicable in each case. Part-time unit members working half-time or more will be eligible to receive the full health insurance benefits as provided other unit members. Unit members reduced from full-time to less than half-time at the request of the District will be entitled to full paid health insurance for one (1) year.

In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act (“PPACA”), the Health Care and Education Reconciliation Act of 2010 (“HCERA”) and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement, either party may reopen negotiations on the issues of wages and healthcare, upon ten (10) calendar days prior written notice.

3301.2 Each unit member who is enrolled in the GAHP PPO Plan will make a twenty-five percent (25%) contribution.

3302 GAHP D-2 Plan

3302.1 Effective July 1, 2008, all newly hired unit members working half-time or more will enroll in the GAHP D-2 health insurance plan. These non-tenured members may opt for the Genesee Area Healthcare Plan (GAHP PPO), but will pay the total premium difference between the two plans. Once tenured, the members identified in this section may opt to enroll in the GAHP PPO Plan with the same level of benefits/contributions as employees hired prior to July 1, 2008.

3302.2 Each unit member who is enrolled in the GAHP D-2 plan will make a twenty percent (20%) contribution.

3302.3 Unit members hired prior to July 1, 2008 may opt to participate in the GAHP D-2 plan. They may return to the GAHP PPO plan at the same level of employee contribution as the others in the plan without penalty during open enrollment periods.

3302.4 For any member not on a single plan in the GAHP D-2 Plan, the District will make an annual contribution to a Health Reimbursement 105(h) account of \$2,200.

For those enrolled in the GAHP D-2 plan single plan ONLY, the District will make an annual contribution to a Health Reimbursement 105(h) account of \$1,350:

3302.5 Retirement portability and year-to-year rollover are available regardless of the length of time in the GAHP D-2 plan.

3302.6 The District will establish and maintain a minimum \$10,000 Emergency Fund to assist unit members who may suffer a catastrophic illness or accident which may cause financial hardship with medical expenses in excess of the \$2,000 individual deductible for the GAHP D-2 plan. A unit member may utilize this Emergency Fund only once and is limited to a maximum of \$4,000 the difference between the maximum individual deductible and the maximum family deductible. All emergency funds borrowed must be repaid to the District within three years of the borrowing date. Amounts borrowed will be collected through payroll deductions beginning thirty (30) days from the date of borrowing.

If the maximum family deductible for the GAHP D-2 plan increases above levels provided in the 2012-13 fiscal plan year, this section may be renegotiated.

3303 No correspondence or reports between the District Insurance Administrator or BOCES will include employee or family members' names in association with claims or services rendered.

3304 Dental care. The District will maintain its dental coverage under the terms of the Genesee Area Healthcare Dental Plan for both PPO and D-2 plans.

3305 Vision care. Any staff member who wishes can elect to obtain the Genesee Area Health Care single or family vision care options at their own expense. The District will allow payroll deductions.

3306 The District will maintain a Section 125 Flexible Spending Plan paying both the start up and administrative fee costs so long as the cost of such administration shall not exceed the resultant FICA and other savings from pre-tax deduction.

3307 There shall be provided a buy-out option for unit members who are currently enrolled, or eligible to enroll, in the health insurance program and who choose not to enroll and provide proof of other health care coverage. In a case where the District employs a unit member and spouse, the unit member or spouse may enroll in the health care program, however, the unit member is not eligible for the buyout if the spouse enrolls in the health care program. Unit members are to be permitted to re-enroll upon change in circumstances whereby they are no longer covered under other insurance or where such coverage has been discontinued. Unit member may also change their election during an open enrollment period. Unit members who are eligible for single coverage may be eligible for the buy-out with proof of health insurance coverage from a non-district sponsored health insurance plan.

The buy-out will be determined by the number of unit members enrolled in the District sponsored healthcare plan as of July 1st of each school year. The Association will be notified by the District on June 1st of the preceding school year the number of unit members currently enrolled in the District sponsored healthcare plan as well as those opting out. After the open enrollment period, June 1 – June 30 of each school year, the District will provide the Association with final counts of those enrolled in the District sponsored healthcare plan and those who have chosen to opt out. Based on the July 1st count, members opting out will be eligible for the buy-out as follows:

<u>Number of members opting out</u>	<u>Family</u>	<u>Single</u>
0 – 13	\$1,000	\$800
14 – 17	\$2,000	\$1,600
18 – 20	\$2,500	\$2,000
21+	\$3,000	\$2,400

Buy-out payments will be made in two equal installments on or about December 1st and June 1st. All payments will be made separate of payroll and are subject to reporting to the Internal Revenue Service on Form 1099.

The number of unit members opting out determined at July 1st of each school year will remain effective for the entire school year and will not be adjusted upward or downward until the next open enrollment period has been completed.

3307.1 A unit member may also elect to maintain just medical coverage with the GAHP while opting out of the GAHP dental and/or GAHP prescription riders. A unit member that opts out of either or both riders will receive a stipend equal to the employee contribution for the applicable school year per Articles 3301 and 3302. Membership rules for the applicable riders must be followed.

ARTICLE 34 – HOURS OF PREPARATION

3401 The District will consider all hours of preparation and years of experience at the time of initial employment.

3402 Following employment, additional hours for salary compensation will be subject to the approval of the District and shall conform to State Education Law description. The effective date for salary purposes will be present procedures upon receipt of written evidence of claimed hours. (It is suggested that the unit members, especially probationary unit members, consult with their administrator concerning plans for additional hours.)

ARTICLE 35 – PROFESSIONAL DEVELOPMENT

3501 The District encourages the professional development of unit members through participation in programs and training that enhance the District's educational programs.

3501.1 A unit member who desires to be compensated for attending a professional development program or training outside of the regular work day must submit a written request to the Superintendent for consideration prior to attending. Such request shall include a description of the program/training, the benefit to the district, the number of hours the unit member will attend the program/training and the cost of the program/training. The Superintendent may approve or disapprove the request in his/her discretion. Upon the Superintendent's approval, the unit member will be compensated for attending the program/training (exclusive of travel time) at the professional pay rate set forth in Section 3911.

Unit members who have not completed their Continuing Teacher and Leader Education (CTLE) requirements are not eligible for compensation under this Article for attending professional development that will be counted toward the unit member's CTLE hours.

Unit members who are already receiving compensation for in-service credits as of June 30, 2019 shall continue to be compensated for such credits (fifteen (15) hours of approved in-service education equals one (1) in-service credit hour) at the applicable graduate credit hour rate established in Article 39. Unit members who as of June 30, 2019 have logged at least one (1) hour of in-service education but have not reached the fifteen (15) hour threshold for compensation shall be compensated at a rate of \$5.00 for each of these credit hours annually.

ARTICLE 36 – RETIREE ACCUMULATED LEAVE

The benefit described in this Article is available only to unit members who have fifteen (15) years or more actual or TRS credited years of service at the time of the effective date of retirement.

3601 This provision applies to unit members who are enrolled in the District's health insurance plan during the full year prior to the effective date of their retirement and who were hired prior to July 1, 2005. On the day just prior to the effective date of the unit member's retirement, the District agrees to credit the unit member with the value of the total of the unit member's unused accumulated leave days, up to a maximum of 250 days, which credit will be used by the District in purchasing health insurance for the retired unit member until such time as the value credited is exhausted. The value of this credit will be determined by dividing the unit member's base salary, plus any applicable graduate hours, longevity, Master's Degree stipend and Master's plus 30 stipends on the day prior to retirement by 180 and multiplying the result by the number of the member's accumulated unused leave days.

- 3602 This provision applies to unit members who are not enrolled in the District's health insurance plan during the last two years of their employment with the District and who were hired prior to July 1, 2005. The District agrees to credit the unit member's 403b plan with the value of the total of the unit member's unused accumulated leave days, up to a maximum of 250 days. The value of this credit will be determined by multiplying the number of unused accumulated leave days by the current value of substitute pay.
- 3603 This provision applies to unit members who are enrolled in the District's health insurance plan during the full year prior to the effective date of their retirement and who were hired on or after July 1, 2005. On the day just prior to the effective date of the unit member's retirement, the District agrees to credit the unit member with 50% of the value of the total of the unit member's unused accumulated leave days, up to a maximum of 250 days, which credit will be used by the District in purchasing health insurance for the retired unit member until such time as the value credited is exhausted. The value of this credit will be determined by dividing the unit member's base salary, plus any applicable graduate hours, longevity, Master's Degree stipend and Master's plus 30 stipend on the day prior to retirement by 200 and multiplying the result by the number of the member's accumulated unused leave days.
- 3604 This provision applies to unit members who are not enrolled in the District's health insurance plan during the last two years prior to the effective date of their retirement and who were hired on or after July 1, 2005. The District agrees to credit the unit member's 403b plan with 50% of the value of the total of the unit member's unused accumulated leave days, up to a maximum of 250 days. The value of this credit will be determined by multiplying the number of unused accumulated leave days by the current value of substitute pay.
- 3605 In the event that a retired unit member dies prior to exhaustion of the sum of money available for his/her health insurance from conversion monies (under provision 3601), the amount then remaining shall be credited to the member's surviving spouse for the purchase of District health insurance if the spouse was covered at the date of the retired unit member's death.
- 3606 The benefit in 3602 and 3604 above will be paid to the eligible employee solely in the form of an employer non-elective contribution under Internal Revenue Code (IRC) Section 403(b). The District will make such employer non-elective contribution to the eligible employee's designated IRC Section 403(b) action with a District-approved provider within 45 days of the employee's last day of employment, subject to the specific requirement and conditions set forth in Appendix B.

The total contribution to the 403(b) cannot exceed the annual IRS maximum contribution amount in effect the year of retirement. In the case that the contribution exceeds the maximum limit, the balance would be contributed the following year as determined by our third party administrator.

ARTICLE 37 – RETIREMENT INCENTIVE

- 3701 Individuals opting for this retirement incentive are not eligible for the incentive outline in Article 38.

3701.1 This retirement incentive is to be effective beginning July 1, 2008.

3702 Requirements

- 3702.1 This incentive is open to each unit member who has fifteen (15) or more actual years of service with the district or New York State Teachers' Retirement System (TRS) credited years at the time of the effective date of retirement.
- 3702.2 This retirement incentive is not available to any unit member who takes a statewide early retirement incentive for employees of school districts.
- 3702.3 In order to receive the full Retirement Incentive outlined in Article 37, the unit member must terminate his or her employment not later than June 30th following the unit member's first date of eligibility for service retirement benefits without reduction and without penalty from the New York State Teachers' Retirement System (TRS)/Employee Retirement System (ERS) under the terms and conditions of their respective tier.
- 3702.4 The unit member is responsible for knowing the first day that he/she will be eligible for service retirement benefit without reduction and without penalty under the terms of the NYS Teachers' Retirement System (TRS) or Employee Retirement System (ERS).
- 3702.5 The official notice to the District by the unit member of their intent to retire must be in the form of an irrevocable letter of resignation to the Clerk of the Board of Education detailing the date of departure and delivered four (4) months prior to the date of departure. The resignation for retirement purposes may only be canceled if the unit member's spouse dies after the time the election to participate has been made and the unit member submits a request for cancellation of this incentive by written notice to the Clerk of the Board of Education.
- 3703 The unit member who meets all requirements stated in this Article will receive the Retirement Incentive. That member is requested to inform the District eight (8) months prior to date of retirement, in writing, of his/her date of retirement for **budget planning purposes only**.
- 3704 The incentive will be paid to the eligible employee solely in the form of an employer non-elective contribution under Internal Revenue Code (IRC) Section 403(b). The District will make such employer non-elective contribution to the eligible employee's designated IRC Section 403(b) action with a District-approved provider within 45 days of the employee's last day of employment, subject to the specific requirement and conditions set forth in Appendix B. The employer non-elective contribution shall be in the amount of \$20,000.
- The total contribution to the 403(b) cannot exceed the annual IRS maximum contribution amount in effect the year of retirement. In the case that the contribution exceeds the maximum limit, the balance would be contributed the following year as determined by our third party administrator.
- 3705 For unit members who are .5 FTE or less, the payment will be prorated in accordance with the percentage of 1 FTE that the unit member worked at the time of the election.

- 3706 If New York State makes a statewide early retirement incentive available to employees of school districts and if said statewide early retirement incentive is adopted by the Board of Education and the statewide incentive is offered by the District to members of the unit represented by the Association, then in that case, a unit member will be allowed to cancel the Article 37 Retirement Incentive and may take advantage of the statewide early retirement incentive if and only if the unit member's 403(b) payment has not been made. In order to take the statewide early retirement incentive, the unit employee must notify the District, in writing, that he/she will opt out of the local incentive.

ARTICLE 38 – EARLY RETIREMENT/SEPARATION INCENTIVE

- 3801 This retirement/separation incentive is available to a unit member who separates from his or her employment prior to his or her first date of eligibility for service retirement benefits without reduction and without penalty from the New York State Teachers' Retirement System (TRS)/Employee Retirement System (ERS) under the terms and conditions of their respective tier.
- 3801.1 This retirement incentive is to be effective beginning July 1, 2008.
- 3802 **Requirements**
- 3802.1 This incentive is open to each unit member who has reached Step 21 of the contract.
- 3802.2 This early retirement incentive is not available to any unit member who takes a statewide early retirement incentive for employees of school districts.
- 3802.3 The unit member is responsible for knowing the implications for choosing this incentive relative to their service retirement benefits from the NYS Teachers' Retirement System (TRS) or Employee Retirement System (ERS).
- 3802.4 The official notice to the District by the unit member of their intent to retire/separate must be in the form of an irrevocable letter of resignation to the Clerk of the Board of Education detailing the date of departure and delivered four months prior to the date of departure. The resignation for retirement/separation purposes may only be canceled if the unit member's spouse dies after the time the election to participate has been made and the unit member submits a request for cancellation of this incentive by written notice to the Clerk of the Board of Education.
- 3803 The unit member who meets all requirements stated in this Article will receive the Early Retirement/Separation Incentive. That member is requested to inform the District eight (8) months prior to the date of retirement/separation, in writing, of his/her date of retirement/separation for **budget planning purposes only**.

3804 The incentive will be paid to the eligible employee solely in the form of an employer non-elective contribution under Internal Revenue Code (IRC) Section 403(b). The District will make such employer non-elective contribution to the eligible employee's designated IRC Section 403(b) action with a District-approved provider within 45 days of the employee's last day of employment, subject to the specific requirement and conditions set forth in Appendix B. The employer non-elective contribution shall be one half (1/2) of the amount of the retirement incentive set forth in Section 3704 of this contract.

The total contribution to the 403(b) cannot exceed the annual IRS maximum contribution amount in effect the year of retirement. In the case that the contribution exceeds the maximum limit, the balance would be contributed the following year as determined by our third party administrator.

3805 For unit members who are .5 FTE or less, the payment will be prorated in accordance with the percentage of 1 FTE that the unit member worked at the time of the election.

3806 If New York State makes a statewide early retirement incentive available to employees of school districts and if said statewide early retirement incentive is adopted by the Board of Education and the statewide incentive is offered by the District to members of the unit represented by the Association, then in that case, a unit member will be allowed to cancel the Article 38 Retirement Incentive and may take advantage of the statewide early retirement incentive if and only if the unit member's 403(b) payment has not been made. In order to take the statewide early retirement incentive, the unit employee must notify the District, in writing, that he/she will opt out of the local incentive.

ARTICLE 39 – COMPENSATION

3901 Salary

3901.1 Teachers hired and granted credit for prior experience shall be compensated at the same rate as teachers in the District with the same amount of credited experience and graduate credit hours.

3901.2 Graduate Credit Hours

3901.21 Hours for unit members last hired prior to June 30, 1997 shall receive the following annual payments:

All graduate credit hours earned beyond the Bachelor's degree, up to the achievement of Bachelor's degree plus ninety (90) hours or Master's degree plus sixty (60) hours will be compensated at the following rate:

2019 - 2022 \$80.00

3901.22 All hours beyond a Master's degree, up to the achievement of a Master's degree plus sixty (60) hours for those employed after June 30, 1997 shall be paid at the following rate:

2019 - 2022 \$80.00

3901.3 Effective July 1, 2019, all courses must be submitted to the Superintendent or his/her designee for approval prior to the unit member attending the course. No compensation will be paid under sections 3901.21 or 3901.22 for courses taken on or after July 1, 2019 unless the course has been approved by the Superintendent or his/her designee.

Unit members who have completed a course that has been approved by the Superintendent of Schools shall complete a Compensation Request for Graduate Hours form and submit it to the Business office along with a transcript showing that they have completed the approved course. To obtain graduate hour compensation during the first semester, this documentation must be received by the Business Office within eight (8) weeks of the beginning of the first semester. Hours will be compensated over the remaining bi-weekly payrolls. To obtain half (½) of the graduate hour compensation in the second semester, this form must be received by the Business Office within eight (8) weeks after the beginning of the second semester. Graduate hours will be compensated over the remaining bi-weekly payrolls (full graduate hour compensation will be given in future school years).

3901.4 For employees hired prior to July 1, 2015, all Byron-Bergen CSD tenured unit members who have earned a Master's degree will receive \$1,750.00 annually.

3901.5 A teacher who has a Master's degree plus thirty (30) hours of graduate work will be compensated annually at the rate of \$1,200.00.

3901.6 When deemed appropriate, amounts beyond those set forth herein may be granted. Any such additional amount shall require recommendation of the Administration and the approval of the Board of Education.

3902 Salary Schedule – See attached schedule Appendix A

3902.1 This salary schedule reflects basic salaries exclusive of graduate credit hours earned, longevity, Master's and Master's plus thirty (30) hour differentials. The intent of this schedule is to indicate movement on a year to year basis of teacher salaries. When hired, the teachers will be placed on a step of the salary schedule. Thereafter, all teachers will move one (1) step on the schedule at the conclusion of each school year, effective July 1.

3902.2 No unit member will be docked salary without consultation.

3902.3 Longevity

Each unit member will receive a Longevity payment of \$450.00 for each year past Step 21 of the Salary Schedule in Appendix A. This portion of the Longevity payment is cumulative and remains in effect if the contract expires.

When a unit member reaches Step 21 of the Salary Schedule in Appendix A, that unit member's salary will become the base for subsequent salary increases. Every year after the year in which the unit member reaches Step 21, the member will receive a cumulative payment equal to two percent (2%) of the unit member's prior year's salary, all of which is based on the first year when they reached Step 21. This portion of the Longevity payment is cumulative and remains in effect if the contract expires.

3902.4 Nurses will receive the same Longevity payment as outlined in 3902.3 after 21 years of service.

3903 Each returning unit member in the title of school nurse is to receive the same percent increase in salary per year as those negotiated for the entire bargaining unit as follows:

2019-2020	4.01%
2020-2021	3.61%
2021-2022	3.55%

The school nurses will receive a 2% salary increase per year if there is no successor agreement in place.

3904 When appointed, a school nurse will be paid an annual stipend of one thousand dollars (\$1,000.00) for being the infection control officer.

3905 When a bargaining unit member separates from employment prior to the end of the school year, their salary, health insurance, buyouts, stipends and other compensations will be prorated similar to the examples set forth in Appendix C.

**EXTRA CURRICULAR ACTIVITY
COMPENSATION**

3906

Contract Number	Title	2018-19	2019-20	2020-21	2021-22
3906.1	Academic Challenge Bowl – per event	\$117	\$121	\$124	\$128
3906.2	AFS/International Club	\$652	\$672	\$692	\$712
3906.3	Alliance for Equality Club		\$352	\$363	\$373
3906.4	Aquatic Director	\$2,137	\$2,201	\$2,267	\$2,335
3906.5	Archery Club	\$228	\$235	\$242	\$249
3906.6	Art Club 7/8	\$490	\$750	\$773	\$796
3906.7	Art Club 9-12	\$913	\$940	\$969	\$998
3906.8	Art Honors 7th – ½ year	\$326	\$336	\$346	\$356
3906.9	Art Honors 8th – ½ year	\$326	\$336	\$346	\$356
3906.10	BBert	\$1,148	\$1,182	\$1,218	\$1,254
3906.11	Brain/Scholastic Bowl Jr./Sr. High – per round	\$117	\$121	\$124	\$128
3906.12	Chemical Hygiene Officer		\$750	\$773	\$796
3906.13	Class Advisors				
	Grade 4	\$219	\$226	\$232	\$239
	Grade 5	\$652	\$672	\$692	\$712
	Grade 6	\$652	\$672	\$692	\$712
	Grade 7	\$652	\$672	\$692	\$712
	Grade 8	\$782	\$805	\$830	\$855
	Grade 9	\$679	\$699	\$720	\$742
	Grade 10	\$679	\$699	\$720	\$742
	Grade 11	\$782	\$805	\$830	\$855
	Grade 12	\$2,609	\$2,687	\$2,768	\$2,851
3906.14	Color Guard Advisor – per event	\$170	\$175	\$180	\$186
3906.15	Drama Club 7-12	\$1,148	\$1,182	\$1,218	\$1,254
3906.16	FFA		\$1,500	\$1,545	\$1,591
3906.17	FTA - Future Teachers	\$392	\$404	\$416	\$428
3906.18	Geography Bee Coordinator Elementary		\$176	\$181	\$187
3906.19	Geography Bee Coordinator Jr. High		\$176	\$181	\$187
3906.20	ICE English Competition – per event	\$117	\$121	\$124	\$128
3906.21	Inter Scholastic Arts/issue	\$176	\$181	\$187	\$192

Contract Number	Title	2018-19	2019-20	2020-21	2021-22
3906.22	Intramural Coach/event	\$23	\$24	\$24	\$25
3906.23	Intramural Coordinator	\$70	\$72	\$74	\$76
3906.24	Jr. Achievement (\$200/program)	\$782	\$805	\$830	\$855
3906.25	Marching Band – per event	\$358	\$369	\$380	\$391
3906.26	Math League Elementary		\$400	\$412	\$424
3906.27	Math League 7/8	\$405	\$417	\$430	\$443
3906.28	Math League 9-12	\$456	\$470	\$484	\$498
3906.29	Mock Newbery Club		\$176	\$181	\$187
3906.30	Mock Trial K-5	\$1,238	\$1,275	\$1,313	\$1,353
3906.31	Mock Trial 7/8	\$1,238	\$1,275	\$1,313	\$1,353
3906.32	Mock Trial 9-12 – per person	\$1,238	\$1,275	\$1,313	\$1,353
3906.33	Music - per event				
	GWMEA Solo Fest	\$176	\$181	\$187	\$192
	NYSSMA Solo Festival	\$176	\$181	\$187	\$192
	All County Band 5/6	\$217	\$224	\$230	\$237
	All County Band 7/8	\$217	\$224	\$230	\$237
	All County Band 9-12	\$217	\$224	\$230	\$237
	All County Chorus 5/6	\$217	\$224	\$230	\$237
	All County Chorus 7/8	\$217	\$224	\$230	\$237
	All County Chorus 9-12	\$217	\$224	\$230	\$237
	If Students qualify for All State/Area All State	\$217	\$224	\$230	\$237
	Grade 4 Chorus	\$304	\$313	\$323	\$332
	Grade 4 Band	\$304	\$313	\$323	\$332
3906.34	Musical Staff *	\$9,130	\$9,404	\$9,686	\$9,977
	*This is the total - Positions and stipends decided by Staff & District				
3906.35	Newspaper (8 max) – per issue	\$176	\$181	\$187	\$192
3906.36	National Honor Society 7-9	\$460	\$474	\$488	\$503
3906.37	National Honor Society 10-12	\$652	\$672	\$692	\$712
3906.38	Odyssey of the Mind	\$522	\$538	\$554	\$570
3906.39	Outdoor Adventure Club		\$600	\$618	\$637

Contract Number	Title	2018-19	2019-20	2020-21	2021-22
3906.40	Page Turners 3-6 - per competition	\$117	\$121	\$124	\$128
3906.41	Page Turners 7/8 - per competition	\$117	\$121	\$124	\$128
3906.42	Page Turners 9-12 - per competition	\$117	\$121	\$124	\$128
3906.43	SADD	\$352	\$363	\$373	\$385
3906.44	Science Fair Coordinator	\$326	\$336	\$346	\$356
3906.45	Science Olympiad	\$433	\$446	\$459	\$473
3906.46	Singing Silhouettes – per event	\$170	\$175	\$180	\$186
3906.47	Ski Club – per event, per person	\$117	\$137	\$141	\$145
3906.48	Spanish Club 7/8	\$405	\$417	\$430	\$443
3906.49	Spanish Club 9-12	\$405	\$417	\$430	\$443
3906.50	SS Travel 9-12 – per person	\$326	\$336	\$346	\$356
3906.51	Steppin' Up (Builder's Club) - 7/8	\$652	\$672	\$692	\$712
3906.52	Steppin' Up (Key Club) - 9-12	\$652	\$672	\$692	\$712
3906.53	Strategic Games 7/8 – per session	\$23	\$24	\$24	\$25
3906.54	Strategic Games 9-12 - per session	\$23	\$24	\$24	\$25
3906.55	Student Council PK-6	\$2,348	\$2,418	\$2,491	\$2,566
3906.56	Student Council 7-12	\$2,348	\$2,418	\$2,491	\$2,566
3906.57	School To Work/BEA Liaison 1 period/day	\$2,797	\$2,881	\$2,967	\$3,056
3906.58	Talent Show 7-12 – per person (max 2)	\$176	\$181	\$187	\$192
3906.59	Technology Club 7/8 – per session	\$23	\$24	\$24	\$25
3906.60	TESA/Robotics	\$396	\$408	\$420	\$433
3906.61	Varsity Club	\$1,290	\$1,329	\$1,369	\$1,410
3906.62	Yearbook K-6	\$1,011	\$1,041	\$1,073	\$1,105
3906.63	Yearbook 7-12 (one period per day)	\$2,803	\$2,887	\$2,974	\$3,063

For all positions for which compensation is based on event, session, or issue, the number of these must be approved in advance by the Superintendent or his/her designee. If a group or activity is approved to continue in a competition or event, extra compensation will be allowed for the continuation of the competition or event. Any new extracurricular activity needs prior approval of the Superintendent or his/her designee before the activity will be recognized and compensated.

All Extra Curricular Activities will be offered first to unit members before being offered to non-unit members. Incumbents in these positions will retain their positions, without the need to reapply or be reappointed from year to year, until such time as the incumbent informs the District that he/she will not be returning. Incumbents may be removed by the District for just cause and with due process. Notice of offerings will be made in accordance with Section 2402. A reasonable deadline for response will be included. Non-unit members will be offered these positions only after the response deadline has passed.

3907 District Authorized Duty-Compensation

	2018-19	2019-20	2020-21	2021-22
3907.1 <u>Elementary School Safety Patrol/Dismissal</u>	\$ 871	\$ 897	\$ 924	\$ 952
3907.2 <u>Detention Study Hall - per hour or session</u>	\$ 23.48	\$ 24.18	\$ 24.91	\$ 25.66
3907.3 <u>Coordinators - ELA, science, music, art, social studies, physical education, reading, math, LOTE, occupational education, counseling, health, and special education - per coordinator</u>	\$ 2,931	\$ 3,019	\$ 3,109	\$ 3,203
3907.4 <u>Grade Level Team Leader (K-8)</u>	\$ 1,584	\$ 1,632	\$ 1,680	\$ 1,731
3907.5 <u>After School Activity Supervision - per hour or session</u>	\$ 23.48	\$ 24.18	\$ 24.91	\$ 25.66
3907.6 <u>Mentors - assignments to first year probationary teacher</u>	\$ 1,584	\$ 1,632	\$ 1,680	\$ 1,731
<u>Mentors - assignments to second year probationary teacher</u>	\$ 792	\$ 816	\$ 840	\$ 865

If the Superintendent, at his discretion, assigns a mentor to a final year probationary teacher (or the second year of a two (2) year probationary period who has attained tenure elsewhere in New York State) the following payments will be made to the teacher assigned as a mentor:

<u>Mentor - at Superintendent's request</u>	\$ 396	\$ 408	\$ 420	\$ 433
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Upon accepting the request of a building-level administrator for additional mentor services for a teacher in the final year of probation, the Superintendent, at his discretion, may approve an increase in this amount up to a total of:

<u>Mentor - building level request</u>	\$ 792	\$ 816	\$ 840	\$ 865
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3907.7 A preceptor (mentor) who is a school nurse will be assigned to any newly hired school nurse during the first year of employment. The preceptor will be assigned by the Superintendent or his/her designee. The duties of the preceptor are to assist the new nurse on procedures, school policies, schedules, and practices used in the school by medical professionals. The preceptor will receive the following stipend:

Preceptor – School Nurse	\$ 683	\$ 703	\$ 725	\$ 746
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3907 District Authorized Duty-Compensation

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
3907.8 <u>K-6 Content Leader*</u>	\$ 2,296	\$ 2,365	\$ 2,436	\$ 2,509
<u>7-12 Content Leader*</u>	\$ 2,296	\$ 2,365	\$ 2,436	\$ 2,509

*These Content Leader positions will be posted according to this contract prior to being filled. Applicants must be interviewed and experience and tenure will be considered in filling positions. It is recommended that only tenured members be considered for these positions.

3907.9 Athletic Director

If a unit member is assigned the role of Athletic Director, he/she will spend .6 of their time completing teaching assignments and .4 of their time completing athletic director duties. The BBFA recognizes that the Athletic Director position and its duties are not exclusive BBFA work and may be assigned to non-unit members.

A unit member assigned to the Athletic Director position will receive the following stipends in addition to their regular teaching salary:

<u>Year</u>	
2019 - 2020	\$11,592.73
2020 - 2021	\$11,940.51
2021 - 2022	\$12,298.73

Athletic Director Phone Reimbursement:

<u>Year</u>	
2019 - 2022	\$500.00/year

3908 Coaching Compensation

3908.1 Byron-Bergen Faculty and Staff Coaches Weekly Wage

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	2018-19	\$ 409	\$ 427	\$ 446	\$ 467	\$ 486	\$ 508
Junior varsity	2018-19	\$ 296	\$ 319	\$ 350	\$ 376	\$ 415	\$ 457
Modified	2018-19	\$ 249	\$ 278	\$ 297	\$ 320	\$ 326	\$ 337
Asst. Golf	2018-19	\$ 60	\$ 80	\$ 99	\$ 118	\$ 138	\$ 158
*Cheerleading	2018-19	\$ 190	\$ 208	\$ 218	\$ 239	\$ 258	\$ 268
*Cheerleading-JV & V	2018-19	\$ 250	\$ 278	\$ 297	\$ 320	\$ 326	\$ 337

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	2019-20	\$421	\$440	\$459	\$481	\$501	\$523
Junior varsity	2019-20	\$305	\$329	\$361	\$387	\$427	\$471
Modified	2019-20	\$256	\$286	\$306	\$330	\$336	\$347
Asst. Golf	2019-20	\$62	\$82	\$102	\$122	\$142	\$163

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	2020-21	\$434	\$453	\$473	\$495	\$516	\$539
Junior varsity	2020-21	\$314	\$338	\$371	\$399	\$440	\$485
Modified	2020-21	\$264	\$295	\$315	\$339	\$346	\$358
Asst. Golf	2020-21	\$64	\$85	\$105	\$125	\$146	\$168

Coaching Level	Year	1-2	3-4	5-6	7-9	10-14	15-up
Varsity	2021-22	\$447	\$467	\$487	\$510	\$531	\$555
Junior varsity	2021-22	\$323	\$349	\$382	\$411	\$453	\$499
Modified	2021-22	\$272	\$304	\$325	\$350	\$356	\$368
Asst. Golf	2021-22	\$66	\$87	\$108	\$129	\$151	\$173

* As of July 1, 2019, Cheerleading will be compensated at the appropriate level above (Varsity, JV, Modified).

3908.2 All coaches who are faculty or staff members of Byron-Bergen School District will be placed on the appropriate accompanying schedule according to their years of experience in the district with that activity. The amounts on each schedule represent the weekly reimbursement for each full or part week worked. For sectionals, coaches will be paid on a per day basis.

3908.3 The length of each season shall be determined by the Athletic Director, Administration and coach of that sport or activity.

- 3908.4 The number of coaches in each sport or activity will be determined by the Athletic Director and Administration.
- 3908.5 New coaches in every sport may be placed in the appropriate schedule on a step mutually agreeable to the District, Athletic Director and coach.
- 3908.6 The Athletic Director and Varsity Coach, with the approval of the Superintendent, can determine one assistant coach to assist the varsity coach in post-season play.
 - 3908.61 Compensation will be at a daily rate of the appointed coach's weekly salary.
 - 3908.62 The appointed assistant coach can be any coach with experience in the sport involved in sectional play.
 - 3908.63 If sectional play and the regular season play occur during the same week, the sectional practices and game(s) will be compensated at a daily rate.
 - 3908.64 The daily rate for sectional pay will be arrived at by dividing that coach's weekly rate by 5.
- 3909 If a coach is not holding practices and has no athletic contests for an entire week (Sunday to Saturday) during a school break, he/she shall notify the Athletic Director in writing (e-mail is acceptable) at least two (2) weeks prior to the start of the break. The Athletic Director shall promptly notify the Payroll Clerk of the coach's notice in writing (e-mail is acceptable).

3910 Supervision and Chaperones

	2018-19	2019-20	2020-21	2021-22
<u>Supervision & Chaperones</u> - per hour	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18

All supervision and chaperone positions will be offered first to unit members before being offered to non-unit members. Notice of offering will be made in accordance with Section 2402. A reasonable deadline for response will be included. Non-unit members will be offered these positions only after the response deadline has passed.

3911 Professional Pay

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
<u>Professional Pay - per hour</u>	\$ 35.84	\$ 36.92	\$ 38.02	\$ 39.16

Professional Services such as adult education, tutoring, curriculum development, correcting exams, foreign language interpreting, etc., outside of the normal work day as stated in Article 15, will be offered first to the classroom teacher, then to the department, then to members, prior to being offered to non-members.

For tutoring only, if the tutoring required is for five days or more, it will be offered first to the classroom teacher, then to the department, then to members, prior to being offered to non-members.

For tutoring that lasts less than five days, it will be offered first to the classroom teacher. The classroom teacher must respond to the request by 3:15 p.m. (for Junior/Senior High School teachers) or 4:00 p.m. (for Elementary School teachers) of the day of the request, provided that the request was made by 10:00 a.m. If the classroom teacher does not respond or does not accept the request, the District may fill the position at its discretion. Teachers do not have to tutor in all subject areas.

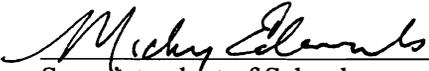
3912 Travel Mileage

If a reliable school vehicle is not available, unit members will be reimbursed for driving their own vehicles on school business approved by the Administration at a rate equal to the allowance given on the Federal Income Tax return for the applicable calendar year. Payment shall also include tolls and parking fees.

ARTICLE 40 – SIGNATURES

This agreement is made and entered into on the 1st day of July, 2019, by and between the District and the Association, and signed by the Superintendent of Schools and President of the Association.

For the
BYRON-BERGEN CENTRAL SCHOOL
DISTRICT



Superintendent of Schools

For the
BYRON-BERGEN FACULTY
ASSOCIATION



President

APPENDIX A - 3902 SALARY SCHEDULE

Step	2018-19	Step	2019-20	Step	2020-21	Step	2021-22
1	36,400.00	1	37,400.00	1	38,000.00	1	38,600.00
1.5	36,900.00	1.5	37,900.00	1.5	38,500.00	1.5	39,100.00
2	37,400.00	2	38,400.00	2	39,000.00	2	39,600.00
2.5	37,900.00	2.5	38,900.00	2.5	39,500.00	2.5	40,100.00
3	38,400.00	3	39,400.00	3	40,000.00	3	40,600.00
3.5	38,900.00	3.5	39,900.00	3.5	40,500.00	3.5	41,100.00
4	39,400.00	4	40,400.00	4	41,000.00	4	41,600.00
4.5	39,900.00	4.5	40,900.00	4.5	41,500.00	4.5	42,100.00
5	40,400.00	5	41,400.00	5	42,000.00	5	42,600.00
5.5	40,900.00	5.5	41,900.00	5.5	42,500.00	5.5	43,100.00
6	41,400.00	6	42,400.00	6	43,000.00	6	43,600.00
6.5	41,900.00	6.5	42,900.00	6.5	43,500.00	6.5	44,100.00
7	42,400.00	7	43,400.00	7	44,000.00	7	44,600.00
7.5	42,900.00	7.5	43,900.00	7.5	44,500.00	7.5	45,100.00
8	43,400.00	8	44,400.00	8	45,000.00	8	45,600.00
8.5	44,000.00	8.5	45,000.00	8.5	45,600.00	8.5	46,200.00
9	44,600.00	9	45,600.00	9	46,200.00	9	46,800.00
9.5	45,350.00	9.5	46,350.00	9.5	46,950.00	9.5	47,550.00
10	46,100.00	10	47,100.00	10	47,700.00	10	48,300.00
10.5	46,850.00	10.5	47,850.00	10.5	48,450.00	10.5	49,050.00
11	47,600.00	11	48,600.00	11	49,200.00	11	49,800.00
11.5	48,350.00	11.5	49,350.00	11.5	49,950.00	11.5	50,550.00
12	49,100.00	12	50,100.00	12	50,700.00	12	51,300.00
12.5	49,850.00	12.5	50,850.00	12.5	51,450.00	12.5	52,050.00
13	50,600.00	13	51,600.00	13	52,200.00	13	52,800.00
13.5	52,000.00	13.5	53,000.00	13.5	53,600.00	13.5	54,200.00
14	53,500.00	14	54,500.00	14	55,100.00	14	55,700.00
14.5	55,000.00	14.5	56,000.00	14.5	56,600.00	14.5	57,200.00
15	56,500.00	15	57,500.00	15	58,100.00	15	58,700.00
15.5	58,250.00	15.5	58,850.00	15.5	59,450.00	15.5	60,050.00
16	60,000.00	16	60,600.00	16	61,200.00	16	61,800.00
16.5	61,500.00	16.5	62,100.00	16.5	62,700.00	16.5	63,300.00
17	63,000.00	17	63,600.00	17	64,200.00	17	64,800.00
17.5	65,000.00	17.5	65,600.00	17.5	66,200.00	17.5	66,800.00
18	67,000.00	18	67,600.00	18	68,200.00	18	68,800.00
18.5	69,000.00	18.5	69,600.00	18.5	70,200.00	18.5	70,800.00
19	71,000.00	19	71,600.00	19	72,200.00	19	72,800.00
19.5	73,000.00	19.5	73,600.00	19.5	74,200.00	19.5	74,800.00
20	75,000.00	20	75,600.00	20	76,200.00	20	76,800.00
20.5	77,000.00	20.5	77,600.00	20.5	78,200.00	20.5	78,800.00
21	79,000.00	21	79,600.00	21	80,200.00	21	80,800.00

APPENDIX B – IRS REQUIREMENTS

This information relates to Articles 34, 35 and 36 of the contract and is effective July 1, 2008.

1. **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.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and
 - B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, 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 as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) 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*.
3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account opened by the District employee. Each individual for whom an Employer contribution is made will designate the specific investment accounts into which the Employer contribution shall be made.
 4. **Tier I Adjustments** For Tier I members with membership dates prior to June 17, 1971, the Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. These incentives shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.
7. The unit member is responsible for knowing the IRS implications for choosing the Early Retirement/Separation Incentive (i.e., retiring prior to age 55 and withdrawal of money from their 403(b) account).

APPENDIX C – PRO-RATED COMPENSATION EXAMPLES

Example: Pro-rated Salary for Early Separation

Base Salary:		
2019-20 Step 1	\$	37,400.00
Pay Rate Calculations:		
Monthly (\$37,400/10 months)	\$	3,740.00 (1)
Daily (\$37,400/200 days)	\$	187.00 (2)
Bi-Weekly pay rate:		
21 Pay periods (\$37,400/21)	\$	1,780.95 (3)
25 Pay periods (\$37,400/25)	\$	1,496.00 (4)

Faculty Member departure - April 21, 2020:		
Months worked - September 2019 to March 2020		7
Days worked - April 1-3,14-17,20-21		9 days

Pro-rated Salary Calculation:		
Monthly rate	\$	3,740.00 (1)
Months worked	X	7
		\$ 26,180.00
Days worked	\$	187.00 (2)
Minus days not worked	X	9
		\$ 1,683.00
Total Pro-rated Salary earned		\$ 27,863.00

Salary paid through March 26, 2020 Pay Period:

	<u>21 Pays</u>	<u>25 Pays</u>
Total Pro-rated Salary earned	\$ 27,863.00	\$ 27,863.00
Salary paid to date:		
21 Pay periods	\$ 1,780.95 (3)	
25 Pay periods		\$ 1,496.00 (4)
Total pay periods through March 26, 2020	15	15
	\$ 26,714.25	\$ 22,440.00
Separation pay due Faculty member	\$ 1,148.75	\$ 5,423.00

Example: Pro-rated Health Insurance for Early Separation

Faculty Member departure - April 21, 2020:

Months worked - September 2019 to March 2020	7
Days worked - April 1-3, 14-17, 20-21	9 days

Health Insurance

2019-20 GAHP D2 Plan Single rate:

-Medical	\$ 420.90
-Prescription Drug	\$ 176.10
-Dental	\$ 59.50
Total Monthly Premium	<u>\$ 656.50</u>

Total Annual Premium

-July 2019 to June 2020 (12 Months x \$656.50)	12	\$ 7,878.00
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Employee Contribution (\$7,878.00 x 20%)	20.00%	<u>\$ 1,575.60</u>
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Monthly Contribution rate (\$1,575.60/12 Months)	12	<u>\$ 131.30</u>	(1)
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1/2 Month Contribution rate (\$131.30/2)	12	<u>\$ 65.65 *</u>
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Deduction Period:

- October 2019 to June 2020	<u>19</u>
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Deduction per pay: (\$1,575.60/19)	<u>\$ 82.93</u>	(2)
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Pro-rated Health Insurance Calculation:

Monthly contribution rate	\$ 131.30	(1)
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Months of coverage provided (July 2019 to April 2020)	x	<u>10</u>	\$ 1,313.00
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Total Pro-rated Health insurance contribution due at March 26, 2020	<u>\$ 1,313.00</u>
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Health Insurance paid through March 26, 2020 Pay Period:

	<u>21 Pays</u>	<u>25 Pays</u>
Total Pro-rated Health Insurance Contribution	\$ 1,313.00	\$ 1,313.00

Contributions made through March 26, 2020 Payroll

21 Pay periods	\$ 82.93	(2)
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25 Pay periods	\$ 82.93	(2)
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Total pay periods through March 26, 2020	<u>13</u>	<u>13</u>
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Total contributed by Faculty member at March 26, 2020 payroll	<u>\$ 1,078.09</u>	<u>\$ 1,078.09</u>
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Additional Health Insurance Contribution due by Faculty member	<u>\$ 234.91</u>	<u>\$ 234.91</u>
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* GAHP bills for ½ month health insurance premium for the 1st through the 15th of the month. After the 15th of the month, they bill for the full monthly cost.