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4641\_06302004

Brighton Central School District And  
Brighton Teachers Assn

$\frac{66}{2070}$   $\frac{SD}{TA}$

# CONTRACT

## BETWEEN

THE BOARD OF EDUCATION OF THE  
BRIGHTON CENTRAL SCHOOLS

AND

THE BRIGHTON TEACHERS' ASSOCIATION



EFFECTIVE JULY 1, 2000

THROUGH

JUNE 30, 2004

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

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CONCILIATION



BRIGHTON CENTRAL SCHOOL DISTRICT

BRIGHTON TEACHERS' ASSOCIATION

ONE-YEAR CONTRACT EXTENSION

July 1, 2003 through June 30, 2004

SD/TA

11/12/02  
BOE Approved

DISTRICT PROPOSAL

Health Insurance: Major Medical

Deductible -- Single -- increase from \$50 to \$100 (+\$50)

Family -- increase from \$150 to \$300 (+\$150)

Copayments -- First \$2,000 increase 25% to 30% (+\$100)  
\$2,000 to \$3,000 -- 25% (\$250)

Salary: 4.2%  
Distribution: 2.1% + \$1,133 (2.1%)  
Range: 3.4% to 5.5%

**RECEIVED**

FEB 09 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **AGREEMENT**

This Agreement is made and entered into this first day of July 2000, by and between the Board of Education of the Brighton Central School District, County of Monroe, New York State, and the Brighton Central School Teachers' Association. They mutually agree that this Agreement shall be in effect from July 1, 2000 to June 30, 2003. For the duration of this Agreement, additional items will be open for negotiations only if the Board and the Association mutually agree to negotiate those items. In such cases, those negotiations will comply with the procedure as outlined in Article 2 of this Agreement.

IT IS AGREED by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE 1**

#### **RECOGNITION**

The Brighton Central School District Board of Education, having satisfied itself that a majority of the employees in the negotiating unit consisting of all certificated personnel, excluding the Superintendent, central office and building administrators, department heads and special area directors, day-to-day substitutes and tutors, employed by the District, have designated the Brighton Teachers' Association to act as the negotiating representative of said personnel, hereby recognizes the Brighton Teachers' Association as the exclusive negotiating representative for the certified personnel in said negotiating unit.

### **ARTICLE 2**

#### **NEGOTIATION PROCEDURES**

##### **Section 1**

The terms and conditions in this Agreement may not be altered except by written agreement between the parties.

##### **Section 2**

No later than February 1, 2003 the parties will enter into good faith negotiations over a successor agreement.

##### **Section 3**

While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.



## ARTICLE 3

### **GRIEVANCE PROCEDURE**

#### Section 1 - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the Association is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the unit.

#### Section 2 - Definitions

2.1 The term Grievance as used in this Agreement shall mean any alleged violation of or inequitable application of the terms or provisions of this Agreement.<sup>1</sup> It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of teaching and related responsibilities, including those instances where placement on salary step is subject to such evaluation. Such evaluation shall follow procedures specified in this Agreement.

2.2 Association shall mean Brighton Teachers' Association.

2.3 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance. In cases where the entire Association is the aggrieved party, the Association may file a grievance in its own behalf.

2.4 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

2.5 Grievance Committee is the committee created and constituted by the Brighton Teachers' Association.

2.6 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

#### Section 3 - General Procedures

3.1 All grievances shall include the name and position of the aggrieved party, the provision of the Agreement allegedly violated or inequitably applied, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Section 5, Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the unit member and the Association.

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<sup>1</sup> Inequitable application is not meant to restrict in any way those matters in this Agreement currently subject to the discretion of Superintendent.

3.3 If a grievance affects a significant number of unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of 8 A.M. to 5 P.M. on regularly scheduled school days. All parties will avoid unnecessary interruption of classroom activity and unnecessary involvement of students in any phase of the grievance procedure.

3.5 The Board of Education and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

3.6 Except as otherwise provided in Section 5, Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront all witnesses whose testimony, sworn or unsworn, is offered against him/her, to cross examine all witnesses called against him/her, to testify in his/her own behalf, to call witnesses in his/her own behalf, to be represented by counsel and/or a representative of the Association's affiliated organizations, and to be furnished with a copy of the minutes of the proceedings. Nothing in this section shall limit or derogate any constitutional rights of any party.

3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.8 All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel files of the participants. The file will be considered confidential in that the material in it will be available only to the School Board, Superintendent, Director for Administrative Services, School Attorney, and their clerical staff, aggrieved party and to other parties only by subpoena. In addition, the Superintendent will, upon receipt of written permission from the aggrieved party, make the file available to the chairperson of the grievance committee of the B.T.A. The material will not be used for evaluation purposes, nor be made available to personnel from other school districts.

3.9 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

3.10 Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

#### Section 4 - Time Limit

4.1 It is important to good relationships that grievances be processed fairly and rapidly and every effort will be made by all parties to expedite the process and achieve a fair and just resolution of the merits. The time limits specified for either party may be extended only by mutual agreement.

4.2 The unit member must initiate the grievance process through an informal discussion as set forth in Section 5.1(a) within thirty (30) calendar days (school holidays excepted) after the unit member knew of the act or condition upon which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4.4 The time in which an appeal may be taken from any stage of the grievance procedure shall not commence to run until the aggrieved party, his/her representatives and the Association are served with a written decision, or where no written decision is required until told of such decision.

4.5 In the event a grievance is filed on or after June, upon request of or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

## Section 5 - Grievance and Review

### 5.1 Stage 1 - Principal

(a) A member of the negotiating unit having a grievance will discuss it with his/her principal with the objective of resolving the matter informally.

(b) If, within ten (10) school days after the discussion between the unit member and his/her principal, the grievance has not been resolved informally, notice to this effect will be sent by the Principal to the Superintendent and the President of the BTA. Within five (5) school days of the forwarding of this notice, the grievance shall be reduced to writing and presented to the principal. Within five (5) school days after the written grievance is presented to him/her, the principal shall without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the unit, his/her representative and the Association.

(c) In the event that a member of the unit has been aggrieved but elects not to file a grievance, the Association may institute grievance proceedings in those instances where the aggrieved party's absence precludes exercise of the grievance procedure and provided the Association has the written consent of the aggrieved party.

## 5.2 Stage 2 - Superintendent

(a) If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party shall present the grievance to the Association's Grievance Committee for its consideration.

(b) If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) school days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

(c) In cases where the Superintendent has formally rendered a written decision on the matter, he/she shall appoint a designee to act in his place under sections 5.2 (d) and 5.2 (e). Said designee shall have had no previous formal connection with the grievance. The Superintendent shall notify the Association of the hearing date and whether he/she will hear the appeal or whether he/she has named a designee to hear it.

(1) In a maximum of three (3) instances per year, the Association may notify the Superintendent that it does not wish the case heard by a designee. The Superintendent then may choose to hear it himself/herself, or decline

(2) If he/she declines, the Association shall have the option of:

(a) Proceeding to hearing with the designee; or

(b) Proceeding directly to arbitration.

(c) All notices of appeal and exercise of options in this paragraph may be given orally by the BTA President or Grievance Chairperson and by the Superintendent or designee, but shall be confirmed in writing.

(d) Within ten (10) school days after receipt of the appeal, the Superintendent or his/her designee shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and witnesses who may be called upon to testify.

(e) The Superintendent or his/her designee shall render a decision in writing to the aggrieved party, the Grievance Committee or its representative within fifteen (15) school days after the conclusion of the hearing.

### 5.3 Stage 3 - Arbitration

(a) If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) school days of the decision at Stage 2.

(b) Within five (5) school days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the AAA in the selection of an arbitrator. In the event that the parties do not agree on the submission, the arbitrator shall state the submission either at the hearing or as a part of the decision.

(c) The selected arbitrator will hear the matter as promptly as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The costs of the services of the arbitrator, including expenses, if any, will be borne by the Board of Education and by the Association in the ratio of 1/2 to 1/2 respectively. Each party will bear expense of its own legal counsel.

### Section 6

6.1 For the duration of this Agreement, members of the unit will not engage in or conduct any strike. Nor will the employer lockout any of the members of the unit or cause to be responsible for the same. Should the State Law relating to public employee strikes be altered so as to make strikes legal, this section of the Agreement may be opened to negotiations before the expiration of the Agreement.

## ARTICLE 4

### **PROFESSIONAL SALARY PROGRAM**

#### Section 1

The Board of Education and the Brighton Teachers' Association recognize that an excellent professional staff is essential to an excellent educational program. This policy is designed, therefore, to provide for a professional salary program which will attract and retain the highly qualified teachers required for furthering the stated philosophy and objectives of the school system. In placing this high priority on professional salaries, the Board of Education and the Brighton Teachers' Association are cognizant of their responsibility for relating school expenditures to the ability and willingness of the community to support the total educational program.

## Section 2 - Starting Salaries

2.1 The starting rates for the term of this Agreement shall be:

2000-2001	\$30,850
2001-2002	\$31,900
2002-2003	\$33,050

2.2 The granting of prior service credit to employees hired after September 2, 1978, for teaching, foreign and domestic exchange teaching, teaching in Department of Defense Schools, VISTA, and the Peace Corps, shall be at the discretion of the Superintendent.

## Section 3

The salary adjustment for each returning full-time unit member shall be as follows:

2000-2001	\$2,000
2001-2002	\$2,100
2002-2003	\$2,300

\*All increases pro-rated per proportion of Full-Time Equivalent (FTE)

## Section 4 - Computation of Salary for Part-Time Unit Members

### 4.1 Grades K-4

actual pupil contact time X base salary plus graduate hours plus maximum pupil contact time

Example: 15 hrs. actual pupil contact time = 2/3 teacher

$$\frac{15 \text{ hrs.}}{22.5} = .66$$

Example: for an 8/10 teacher

$$\text{Grades 5-8 (27 hrs. - 22.5 hrs.)} = 8/10 (4.5) = 3.6 \text{ hrs. per six day cycle}$$

$$\text{Grades 9-12 (98 mods - 75 mods)} = 18 \text{ mods per six day cycle}$$

### 4.2 Grades 5-12

$$\frac{\text{Number of assigned classes}^2}{5} \text{ X base salary plus graduate hours plus masters}$$

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<sup>2</sup> With the exception of science (grades 9-12), art, home economics, industrial arts, instrumental music and physical education teachers. See Pages 52-54 - Pupil-Teacher Contact Time.

## Section 5 - Computation of Administrative Assignment for Part-Time Unit Members

(maximum assigned pupil contact time - maximum assigned direct teaching time) X fraction of assignment

Grades 5-8 (27 hrs. - 22.5 hrs.) =  $8/10$  (4.5) = 3.6 hrs. per six day cycle

Grades 9-12  $8/10$  (98 mods - 75 mods) = 18 mods per six day cycle

## Section 6 - Graduate Hours and Inservice Credit

6.1 Graduate hours and degrees shall be compensated in accordance with the following hours movement chart:

Addition to salary for each level

1	1b	2	3	4	5	6	7	8	9
B	B+8	B+15	B+30	B+45	M	B+60	M+15	M+30	Ph.D.
	\$520	\$520	\$1,040	\$1,040	\$260	\$780	\$260	\$1,040	\$2,600

Each step listed prior to the step achieved is awarded. For example, an employee who achieves a Masters degree is also credited with B+45 (even if the degree does not require 45 hours). In the same fashion a teacher that achieves the M+15 level will also be credited the B+60 credit.

From Bachelors degree to Masters degree:

B+8	\$ 520
B+15	520
B+30	1,040
B+45	1,040
M	260
	\$3,380

6.2 Recognized graduate credit means credit awarded by a college or university recognized by the New York State Education Department for advanced degrees, and which has been approved by the Superintendent of Schools.

6.3 Recognized inservice credit means credit for inservice courses approved by and on file with the Division of Teacher Certification of the New York State Education Department.

6.4 Graduate courses undertaken after employment shall be approved in advance by the Superintendent of Schools.

6.5 Payment for graduate credit shall be recommended to the Board of Education when the unit member makes application to the Superintendent of Schools, supporting such application with proof of successful completion of credits showing the requisite amount of advanced training has been completed. Official transcripts of credits will be expected by the District as soon as possible.

6.6 Teachers who complete courses or degrees in the spring or summer semester will have salary adjustments made in September. Teachers who complete courses or degrees in the fall semester will have salary adjustments made in February.

6.7 - Column Placement - Masters +

- A. A teacher who becomes eligible to move to Masters +15 or Masters +30 by virtue of obtaining a Masters Degree and using graduate credits taken before, but not used toward the Masters, shall move when appropriate documentation is received by the Personnel Office. Changes will occur and become effective only at the beginning of the next semester, following receipt of acceptable documentation.
- B. A teacher who becomes eligible when the number of graduate credits taken both before and after obtaining the Masters Degree entitles him/her to move to Masters +15 or Masters +30 shall move to the appropriate Column when acceptable documentation is received by the Personnel Office. Changes will occur and become effective only at the beginning of the next semester, following receipt of acceptable documentation.
- C. It will be the teacher's responsibility to secure the college transcripts needed for documentation.
- D. Teachers hired after January 28, 1986, will receive credit as described above, (graduate credits received before obtaining a Masters Degree, but not counted as part of the Masters, will be added to those taken subsequent to obtaining the Masters.) New teachers credits must be related to their employment and have been taken no more than ten (10) years prior to employment.

Section 7

The following criteria shall be considered in negotiating salaries:

- 1. Salaries paid to relatively inexperienced teachers in Brighton should be competitive with salaries paid by other Monroe County systems with which Brighton competes for teachers.
- 2. Salaries paid to career teachers in Brighton should be competitive with salaries paid to those school systems with which Brighton competes for highly trained professionals. The reputed quality of the school system is of more importance than geographic location or socio-economic status in identifying those systems with which Brighton competes.

Section 8

The Board of Education reserves the right, in exceptional circumstances, when it would appear to be for the best interests of the Brighton Central Schools, to grant salaries in excess of those indicated in the provisions of this policy.



## Section 9 - Salary Advancement

9.1 Salary advancement is not automatic. Salary advancement shall be granted to all tenured unit members who maintain those standards expected by the Board of Education of every unit member at his or her level of experience and training. At the Superintendent's recommendation, advancement in any year may be more in recognition of exceptional performance, or, alternatively, may be withheld when performance is not deemed of satisfactory quality.<sup>3</sup>

9.2 As a prerequisite to any salary withholding, a tenured unit member must have been notified in writing of the areas of concern where his/her performance is unsatisfactory and must have been placed on a Performance Improvement Plan pursuant to Article 9 of the Agreement.

9.3 If the prerequisites are met under Section 9.2 above, the Building Administrator can give the unit member written notice of his/her intent to recommend the withholding of the unit member's salary increase. The notice shall contain the reason or reasons for taking such action. A copy of the notice shall be sent to the Brighton Teachers Association President.

9.4 Upon receipt of the notice as specified in Section 9.3 above, the unit member may accept the building administrator's determination or challenge the determination through an arbitration procedure. A written notice of challenge by the unit member must be submitted to the Director for Administrative Services no later than fifteen (15) school days after the unit member received the notice.

9.5 If the unit member chooses to challenge the recommendation through arbitration, the parties shall utilize the arbitration process as specified in Article 3, Section 5.3 (b) – (f).

9.6 The issue to be addressed by an Arbitrator is whether or not the District has just cause to withhold a salary increase from the Unit Member due to unsatisfactory performance.

9.7 No salary increase shall be withheld until a final determination has been made by the Arbitrator.

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<sup>3</sup> The standard of service expected may be characterized as "satisfactory." This means that before the end of the probationary period, the unit member must be competent to present the required subject matter and to direct the learning activities of pupils so that satisfactory achievement results in pupil behavior, in attitudes toward school, in habits of study, and in knowledge learned. The satisfactory standard also presumes that the unit member will take care of necessary records, perform routine supervisory duties, participate in faculty meetings and planning activities, maintain satisfactory public relations, and meet the other responsibilities commonly expected of unit members in the Brighton Central School District. The standard for tenured unit members is "satisfactory service" with evidences of professional growth commensurate with years of experience. Tenured unit members have had sufficient experience to be skillful in their procedures of classroom teaching. Professional growth during this period should become evident through some innovation and experimentation with new methods of instruction, by a maturing ability to understand and counsel pupils and parents, ability to understand and counsel pupils and parents, and by increasing contributions to the school and to the teaching profession. A tenured unit member whose service fails to achieve a satisfactory rating may be held at current salary, pursuant to Section 9 of this article.

9.8 If the increase is withheld, but the unit member's performance improves to the satisfactory level in the following year, the District will adjust his/her salary by one-half of the increase that was withheld, in addition to the negotiated increase for the upcoming year.

9.9 If a unit member provides service and/or is paid for sick days by the District for at least one semester, the unit member is then eligible for any salary adjustment which might be negotiated for the following school year. The salary of a unit member out on paid sick leave or 70% district-paid disability at the start of the following school year will be adjusted if the unit member is entitled to the negotiated increase. Unpaid leave and 70% disability leave do not count toward the one semester requirement.

## **ARTICLE 5**

### **ANNUAL PROFESSIONAL REVIEW PLAN**

#### **Section 1 - General**

The evaluation of teaching and related services is a professional responsibility requiring a broad experience and technical understanding of the processes of learning and teaching.

The school's principal, with the counsel of other staff members responsible for the unit member's work, shall evaluate the work of each unit member. The Superintendent of Schools shall make final recommendations for advancement of the professional staff to the Board of Education.

The Superintendent shall also report to each unit member in writing the action taken by the Board of Education on his/her salary for the following year and shall give the basis of any action taken which is not in accord with the principal's evaluation.

The purpose of the Annual Professional Review Plan is to:

- ⇒ provide opportunities for teachers to be reflective
- ⇒ recognize and reinforce teacher competencies
- ⇒ promote and encourage professional development
- ⇒ assess teacher performance using agreed upon professional standards.

The Annual Professional Review Plan will operate in an environment which is supportive, respectful and collaborative.

#### **Section 2 - Teacher Attributes**

The Teacher Attribute Document in Appendix A (Page 73) is a modification of the Praxis III Classroom Performance Criteria developed by Education Testing Service. An attribute is defined as a characteristic or quality of teaching which supports student learning and professional performance. The identified attributes will be used to:

- ⇒ guide teachers as they establish annual professional growth goals
- ⇒ guide administrators as they evaluate teachers for whom they are responsible

The Teacher Attribute Document is meant to be specific enough to define those areas for which teachers have responsibility yet general enough so as to not be perceived as an evaluation checklist.<sup>4</sup>

### Section 3 – Professional Growth Cycle

A.	Collaboration	
	Traditional Evaluation	Individual Determination
	Elective	

All tenured teachers\* will participate in a four-year professional development cycle:

1. Collaboration Year – Teacher establishes a focus for professional growth under the plan and will work in collaboration with a peer or peers.
2. Traditional Evaluation Year – Teacher is evaluated by a building-level administrator using the traditional observation/written evaluation process.
3. Individual Determination Year – Teacher establishes a focus for professional growth and can work either:
  - (a) Independently;
  - (b) With a peer or peers; or
  - (c) With an administrator.

The Teacher cannot select the traditional evaluation format for this year.

4. Elective Year – Teacher chooses either No. 1 or No. 2.

\*A tenured teacher who has not yet earned permanent certification must also submit a portfolio as set forth in Article 6, Section 5 of the Collective Bargaining Agreement.

B. If the teacher is due to participate in either a collaboration or individual determination stage of the Professional Growth Cycle in the upcoming school year, he/she shall submit a professional growth plan proposal to his/her building principal or designee between June 15<sup>th</sup> and September 30<sup>th</sup>. The proposal form, Appendix B, requires a statement of the professional focus and a description of professional growth opportunities in which the teacher will engage. The focus should reflect some aspect of the teacher attributes defined in Appendix A. The form will also identify, when appropriate, peer collaborators. The signature of the building administrator on the form signifies acceptance of the proposal.

C. By February 1<sup>st</sup> of the school years during which a teacher is in a collaboration or individual determination stage of the professional growth cycle, an update conference will be held between the teacher and the building administrator. With the approval of all parties involved, this meeting may include any or all of the collaborators identified on the proposed form.

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<sup>4</sup> Teacher is a generic term meant to reference all certified personnel represented by the Brighton Teachers Association.

D. By June 1<sup>st</sup>, a summative conference will be held between the teacher and building administrator. During this conference the teacher will present a written summary, Appendix C, which represents reflections related to the area of focus identified and the opportunities in which the teacher has engaged. The summary will be placed in the teacher's personnel file.

E. The following professional growth opportunities are representations of the types of activities in which teachers may engage:

- ⇒ Peer observations and conversations with a partner or partners
- ⇒ Professional partnerships
  - ◆ within the district
  - ◆ with professionals in other districts
  - ◆ with someone in the private sector
- ⇒ educational projects which produce a product
- ⇒ academic research
- ⇒ action research
- ⇒ peer coaching/mentoring
- ⇒ expertise sharing in formal ways
- ⇒ professional studies
- ⇒ temporary position exchange
- ⇒ study groups
- ⇒ weekly journal keeping which concerns teaching and learning
- ⇒ new instructional strategy application
- ⇒ multiple observations of colleagues
- ⇒ video analysis of teaching
- ⇒ traditional classroom observations/post-observation conferencing
- ⇒ self-defined opportunities.

#### Section 4 – Tenured Teacher Evaluation

A. Teachers will be evaluated at least once every four years using the traditional evaluation method.<sup>5</sup> The purpose of the evaluation is to describe the teacher's performance within the teacher attribute categories defined in Appendix A.

B. Classroom Observations and Post-Conferences – The building principal or his or her designee shall observe the teaching of staff members at least twice during the evaluation year. These observations will be completed by May 15<sup>th</sup>. At the initiation of the administrator, teachers will make appointments for all observations within three school days. The minimum number of observations will occur within ninety school days. Post observation conferences will be conducted within three work days of the observation whenever possible. At the conclusion of the observation conference the teacher and the administrator will complete the evaluation year Post-Observation Conference Form, Appendix D. Additional observations may occur upon the initiative of either party. Each required observation shall be conducted for a reasonable amount of time, which shall be thirty minutes in length or the completion of the lesson.

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<sup>5</sup> In any year of the Professional Growth Cycle, either the teacher or the principal may initiate an evaluation using the format identified below. It is intended that the traditional observation format be implemented in conjunction with the professional growth plan already in progress.

C. Written Evaluation – The written evaluation will be narrative in form and reflect each of the four categories of teacher attributes defined in Appendix A, (Planning and preparation, classroom environment, instruction, professional responsibilities). An evaluation conference will be held before the written evaluation is drafted. Whenever an evaluation is written, the building principal, or his or her designee, will present the formal written evaluation report, Appendix E, to the teacher for his or her perusal and signature. This will occur by June 1<sup>st</sup>. The signing of the report by the teacher does not imply his or her agreement with its content. It affirms that he or she has reviewed the report. This will occur within three school days of receipt of the report by the teacher. The teacher shall have the right to submit a written reply to the evaluation report and to attach the reply to their personnel file copy of the evaluation. The building principal will submit the written evaluation reports to the Superintendent of Schools.

D. Procedure for Appeal of Annual Evaluation

1. After completion of the evaluation process but no later than June 15<sup>th</sup>, a teacher may request an opportunity to have a meeting on the evaluation report. This request to the principal may be made to review the evaluation. If the teacher continues to disagree with the evaluation report, he or she has the right to affix a written statement as provided above and/or appeal to the Superintendent as provided in Section 2 below.
2. The teacher will be granted upon his or her request a meeting with the Superintendent to review the evaluation report. The evaluator and the building principal will be present at this meeting. In addition, the teacher may select another member of the Association to accompany him or her at this meeting. The purpose of this meeting would be to attempt to resolve any disagreement between the parties.
3. Following this meeting the Superintendent will, if he or she deems it appropriate, direct that an evaluation be altered before making any recommendations to the Board of Education.

Section 5

Substitutes will be available to teachers needing time to collaborate with a peer or peers in fulfillment of Annual Professional Review Plan obligations.

Section 6

A professional Practices Board will be established by June 1, 2000 to resolve any other issues that arise in the administration of the plan. In addition, the Professional Practices Board will conduct a review of the process after the 2001-2002 school year. The Professional Practices Board will be comprised of two teachers appointed by the BTA President and two administrators appointed by the Superintendent. Each appointee shall serve a two-year term.

## ARTICLE 6

### **EVALUATION AND RETENTION OF PROBATIONARY MEMBERS**

#### Section 1 - General

The evaluation of teaching and related services is a professional responsibility requiring a broad experience and technical understanding of the processes of learning and teaching.

The schools principal, with the counsel of other staff members responsible for the unit member's work, shall evaluate the work of each unit member. The Superintendent of Schools shall make final recommendations for advancement of the professional staff to the Board of Education.

Any probationary unit member may elect to participate in the pilot professional performance program described in Article 5, Section 1, after his/her first year of employment in the District. Participation in the program is voluntary on the part of the unit member with the approval of the building principal. Participation in the program by a probationary unit member will be in addition to, not a substitute for, the evaluation procedure set forth in this Article.

#### Section 2 - Staff Member Assistance

- A. All probationary staff members shall utilize a form of assistance under this section at least two times in a school year.
- B. The staff member shall choose the form of assistance and shall notify the building principal of the form chosen and date of assistance.
- C. The assistance provided hereunder is a positive action undertaken by the staff member in the performance of teaching duties in the District.
- D. The forms of assistance available shall be determined by the District and BTA and shall be maintained by the Superintendent and/or his/her designee and the Teacher Center Director. Providers may include peers, administrators, consultants, and retired teachers and/or administrators. The following options are available to probationary staff members to meet this requirement. Probationary staff members should also check with the Superintendent and/or his/her designee or the Teacher Center Director for additional options.
  - 1. Complete inservice offered through Teacher Center. New and probationary teachers may contact Teacher Center Director to design a course to meet individual needs.
  - 2. Participation in "focus" groups formed to improve instructional competence.
  - 3. Attend a conference or a workshop following the District and building guidelines concerning approval and funding.
  - 4. Complete a college course to increase competence in subjects appropriate to assignments in the school.

5. Take a professional day to visit classrooms in another school, within the district or outside of the district.
6. Visit another classroom within your own school. Follow up with dialogue with teacher regarding observation.
7. Videotape of lesson. The tape may be reviewed with a colleague.
8. Classroom observation by persons other than those responsible for the teacher's evaluation (by person of teacher's choice). This could include peer observation, retired teachers, or other administrators.
9. Prepare a presentation to faculty or other professional group on instructional topics, such as inservice offering.
10. Professional reading (choice of material mutually agreed upon).
11. Teacher explores ways to elicit feedback from students regarding what is occurring within the classroom. The results may be reviewed with a colleague.
12. Establish mentor/intern relationship.
13. Other activities initiated by teacher mutually agreed upon.

### Section 3 - Mid-Year Appointments

If employees began their probationary service at other than the start of a school year, then these dates and time limits will be adjusted accordingly. For example, a teacher hired on November 1 would have all dates in these Articles moved forward by two (2) working months. Nothing in this understanding would preclude the District acting at times earlier than the deadline dates.

### Section 4 - Observation Process

The building principal or his/her designee shall observe the teaching of every probationary staff member at least three (3) times a year. These observations will be completed by March 1st and, in the probationer's first year, begin no later than two months following that person's first day of employment. At the initiation of the administrator, teachers will make appointments for all observations except informal visits within three (3) days. The minimum number of observations will occur within (90) school days. Post observation conferences will follow each of the minimum number of observations. A teacher will receive a written summary of the observation, and of the conference, following the post observation conference. Additional observations may occur upon the initiative of either party. Each required observation shall be conducted for a reasonable amount of time which shall be (30) minutes in length or completion of the lesson.

## Section 5 – Portfolio Review

Each year probationary teachers will submit a portfolio as part of the review process. The contents of the portfolio will be determined between the teacher and building administrator no later than October 1<sup>st</sup> and may include, but are not limited to: a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments and the teacher's reflection on his/her classroom performance. The portfolio must be submitted to the building administrator no later than February 15<sup>th</sup>.

If the building administrator and the unit member cannot agree on the contents of the portfolio, the issue will be submitted to the Professional Practices Board for resolution.

## Section 6 - Annual Evaluation Process

A. A written evaluation will be made of probationary staff members annually. The evaluator shall hold a conference with the staff member to discuss the evaluation of his or her performance. This conference will be held prior to drafting the formal written evaluation report. This conference will occur by March 7th.

B. The evaluation will address the standards for retention and how the probationary staff member's performance measures against those standards. If the staff member does not meet a standard, the report will contain specific suggestions on how the staff member may meet those standards and a reasonable time frame within which to meet those standards.

C. When an evaluation is written, the building principal, or his/her designee will present the formal written evaluation report to the teacher for his/her perusal and signature. This will occur by March 15th. The signing of the report by the unit member does not imply his or her agreement with its content. It affirms that he or she has viewed the report. This will occur within five (5) school days of receipt by the probationary unit member.

D. The unit member shall have the right to discuss the report with a BTA representative, and submit a written reply to the evaluation and to attach the reply to the personnel file copy of the evaluation.

E. The building principal will submit the written evaluation reports to the Superintendent of Schools.

## Section 7 - Procedure for Appeal of Annual Evaluation

A. After Section 5, paragraph C above, but no later than March 30 for probationary members, a unit member may request an opportunity to have a meeting on the evaluation report. This request to the principal or director may be made to review again the evaluation. If the teacher continues to disagree with the evaluation report, he/she has the right to affix a written statement as provided in Section 5, paragraph C above and/or to appeal to the Superintendent as provided in paragraph B below.

B. The unit member will be granted upon his/her request a meeting with the Superintendent to review the evaluation report. The evaluator and the building principal will be present at this meeting. In addition, the unit member may select another member of the Association to accompany him/her at this meeting. The purpose of this meeting would be to attempt to resolve any disagreement between the parties.



C. Following this meeting, the Superintendent will, if he/she deems it appropriate, direct that an evaluation be altered before making any recommendations to the Board of Education.

## Section 8 - Notice of Discontinuance

A. When a building administrator is considering recommending to the Superintendent the termination of services of a probationary unit member following proper evaluation of that unit member, a written notice shall be sent to the unit member no later than April 1 with reason or reasons stated.

### B. Appeal

1. At the request of the unit member, a meeting shall take place between the teacher, the principal and/or director, and representative from the Association. The purpose of this meeting is to seek a clarification and explanation of the reasons for the immediate supervisor's recommendation. This meeting shall take place no later than five (5) school days after notification.

2. Within three (3) school days, the principal and/or director shall notify the unit member of his/her decision. If the decision is to recommend termination, then the unit member may request a hearing with the Superintendent of Schools.

3. The hearing before the Superintendent will be held within ten (10) school days after notification to unit member from his/her principal and/or director. The request for this hearing shall be made no later than three (3) school days after the notification as outlined above.

4. At the Superintendent's hearing the unit member shall present his/her position. The principal and/or director shall present their positions. The unit member shall be entitled to have a representative of the Association present, and shall be afforded those rights set forth in Section 3.6 of the Grievance Procedure.

5. The Superintendent shall consider the evidence presented and shall render his decision in writing no later than May 1. A copy of the decision will be sent to the affected unit member.

## Section 9

In addition to the evaluation process described above, any probationary teacher may elect to participate in professional development opportunities described in the Professional Development Cycle section after his or her first year of employment in the District.

## ARTICLE 7

### **RIGHTS FOR REGULAR PART-TIME TEACHERS**

#### Section 1 - General

Regular part-time teachers shall have certain rights related to retention, termination and evaluation. The rights specified in this Article shall be in addition to any and all other rights guaranteed in the contract to regular part-time teachers.

The rights as specified in this Article shall apply only to regular part-time unit members employed for .5 or more after one year. For those regular part-time unit members employed less than .5, these rights shall apply after the unit member has completed the equivalent of one (1) FTE.

#### Section 2 - Vacancies

Unit members covered by this Article shall have the right to apply for an open position. An open position is defined as a vacancy, a newly created position or an expansion of a current part-time position. Regular part-time unit members shall be given preference for a position over new hires, all things being equal.

In the event that more than one part-time teacher should apply for an open position, then, all things being equal, seniority shall be the determining factor relative to who receives the position.

#### Section 3 - Staff Member Assistance

A. All regular part-time staff members shall utilize a form of assistance under this section at least two times in a school year.

B. The staff member shall choose the form of assistance and shall notify the building principal of the form chosen and date of assistance.

C. The assistance provided hereunder is a positive action undertaken by the staff member in the performance of teaching duties in the District.

D. The forms of assistance available shall be determined by the District and BTA and shall be maintained by the Superintendent and/or his/her designee and/or the Teacher Center Director. Providers may include peers, administrators, consultants, and retired teachers and/or administrators. Available options are listed in Article 6, § 2. Additional options may also be available by contacting the Superintendent and/or his/her designee and/or the Teacher Center Director.

#### Section 4 - Observation Process

The building principal or his/her designee shall observe the teaching of every regular part-time staff member at least twice each year. These observations will be completed by March 1<sup>st</sup>. At the initiation of the administrator, teachers will make appointments for all observations except informal visits within three (3) days. The minimum number of observations will occur within (90) school days. Post observation conferences will follow each of the minimum number of observations. A teacher will receive

a written summary following the post observation conference after each observation. Additional observations may occur upon the initiative of either party. Each required observation shall be conducted for a reasonable amount of time which shall be thirty (30) minutes in length or completion of the lesson.

#### Section 5 - Annual Evaluation Process

A. A written evaluation will be made of regular part-time staff members annually. The evaluator shall hold a conference with the staff member to discuss the evaluation of his/her performance. This conference will be held prior to drafting the formal written evaluation report. This conference will occur by March 7th.

B. The evaluation will address the standards for retention and how the regular part-time staff member's performance measures against those standards. If the staff member does not meet a standard, the report will contain specific suggestions on how the staff member may meet those standards and a reasonable time frame within to meet those standards.

C. When an evaluation is written, the building principal, or his/her designee will present the formal written evaluation report to the teacher for his/her perusal and signature. This will occur by March 15. The signing of the report by the unit member does not imply his/her agreement with its content. It affirms that he or she has viewed the report. This signing will occur within five (5) school days of receipt by the regular part-time unit member.

D. The unit member shall have the right to discuss the report with a BTA representative, and to submit a written reply to the evaluation and to attach the reply to the personnel file copy of the evaluation.

E. The building principal will submit the written evaluation reports to the Superintendent of Schools.

#### Section 6 - Procedure for Appeal of Annual Evaluation

A. After Section 5, paragraph C above, but no later than March 30, a unit member may request an opportunity to have a meeting on the evaluation report. This request to the principal or director may be made to review again the evaluation. If the teacher continues to disagree with the evaluation report, he/she has the right to affix a written statement as provided in Section 5, paragraph D above and/or to appeal to the Superintendent as provided in paragraph B below.

B. The unit member will be granted upon his/her request a meeting with the Superintendent to review the evaluation report. The evaluator and the building principal will be present at this meeting. In addition, the unit member may select another member of the Association to accompany him/her at this meeting. The purpose of this meeting would be to attempt to resolve any disagreement between the parties.

C. Following this meeting, the Superintendent will, if he/she deems it appropriate, direct that an evaluation be altered before making any recommendations to the Board of Education.

## Section 7 - Notice of Discontinuance

A. When a building administrator is considering recommending to the Superintendent the termination of services of a regular part-time member following proper evaluation of that unit member, a written notice shall be sent to the unit member no later than April 1 with the reason or reasons stated.

### B. Appeal

1. At the request of the unit member, a meeting shall take place between the teacher, the principal and/or director, and representative from the Association. The purpose of this meeting is to seek a clarification and explanation of the reasons for the immediate supervisor's recommendation. This meeting shall take place no later than five (5) school days after notification.

2. Within three (3) school days, the principal and/or director shall notify the unit member of his/her decision. If the decision is to recommend termination, then the unit member may request a hearing with the Superintendent of Schools.

3. The hearing before the Superintendent will be held within ten (10) school days after notification to unit member from his/her principal and/or director. The request for this hearing shall be made no later than three (3) school days after the notification as outlined above.

4. At the Superintendent's hearing, the unit member shall present his/her position. The principal and/or director shall present their positions. The unit member shall be entitled to have a representative of the Association present, and shall be afforded those rights set forth in Section 3.6 of the Grievance Procedure.

5. The Superintendent shall consider the evidence presented and shall render his/her decision in writing no later than May 1st. A copy of the decision will be sent to the affected unit member.

## Regular Part-Time Unit Members Commitment Statement

The Brighton Teachers' Association and the Brighton Central School District recognize that some regular part-time unit members may not reach the employment status required for the implementation of Article 7, Additional Rights for Regular Part-Time Teachers. Until such time as a unit member becomes eligible for Article 7, the BTA and District agree that the performance of these unit members will be reviewed on an annual basis.

## Section 8

Regular part-time and long-term substitute teachers will follow the evaluation process described above. When a regular part-time teacher has been employed for three consecutive years, he or she will follow the Annual Review Plan and participate in the Professional Development Cycle.

## **ARTICLE 8**

### **UNDESIRABLE PERSONAL CONDUCT**

#### **Section 1**

In order to protect the professional staff against untrue allegations regarding their personal conduct, the following procedure shall be followed when dealing with such allegations:

1. If an allegation regarding undesirable personal conduct of a unit member comes to the attention of the administration, the building principal shall confer with the teacher regarding such allegation prior to making any written reply to such allegation. If, in the opinion of the building principal, the health, welfare, or safety of students, employees, or other persons present is endangered, the unit member may be immediately relieved of his/her professional responsibilities. In relieving the unit member of his/her professional responsibilities, the building principal will proceed in a manner which, in the building principal's opinion, will protect the personal and professional reputation of the unit member.
2. If, in the opinion of the building principal, the allegation may require a written reprimand, disciplinary action, or dismissal, the building principal shall so notify the Superintendent in writing. The unit member shall receive a copy of this letter. The Superintendent shall then notify the unit member in writing and schedule a meeting to discuss the allegation. The affected unit member may attend this meeting and bring with him/her a Brighton Central School District unit member of his/her choice. This meeting shall be scheduled prior to any action taken by the Superintendent or action recommended by him/her to the Board of Education.

#### **Section 2**

The unit member may submit a written statement in his/her behalf at any time during this procedure.

#### **Section 3**

This procedure shall not limit the rights of an individual under applicable state or federal law or under other provisions of this contract. Neither will this procedure limit the responsibilities of the administration to make legally required reports to appropriate legal authorities, nor limit or reduce the powers and duties of the Superintendent of Schools and the Board of Education.

## ARTICLE 9

### **PERFORMANCE IMPROVEMENT PLAN**

The intent of this plan is to help tenured unit members improve their instructional performance.

#### Section 1

If the administration believes that the instructional performance of a tenured unit member needs improvement, the procedures set forth in this Article will be followed. When this procedure is to be utilized, the President of the BTA will be notified in writing that the procedure is being invoked. If the District is considering dismissal as described in Article 10 and the reason for dismissal is one involving instructional techniques, lesson planning or classroom management, this Article shall have been invoked prior to any action. Other reasons for dismissal will not require this Article.

#### Section 2 - Procedure

- A. The building principal will have a conference with the unit member and, if appropriate, the department head or special area director, to discuss the unit member's performance and to formulate a plan with specific recommendations designed to assist in the improvement of the unit member's performance to a satisfactory level, and to outline the procedures defined by this Article. At this conference, the unit member shall be entitled to have a representative of the Association present if the unit member so chooses. This plan will be reduced to writing and given to all present as well as to the Superintendent or his/her designee. The BTA and the District agree to make every effort to expedite the implementation of the agreed upon plan. If the BTA President or his/her unit member designee is not involved in the plan, and the plan cannot be agreed upon, the performance improvement plan may be implemented after thirty (30) school days. The improvement plan instituted for the unit member shall involve a period of at least forty-five (45) school days from the date of this conference.
- B. After notifying the unit member in advance, the Superintendent or his/her designee shall observe the unit member at least twice during the period of the plan. One observation shall be conducted early in the plan period and one observation shall be conducted near the conclusion of the plan period. Additional observations can be initiated by either the unit member or the Superintendent or his/her designee.
- C. During the period of time for the plan to be implemented, the teacher may utilize members of the Brighton faculty to assist in the implementation of the plan. Such assistance can include observation, visitations, etc. No instructional time will be lost through the utilization of these unit members.

As part of an agreed upon Performance Improvement Plan for a unit member, the District may designate a consultant to work with the unit member. The District will bear the full cost of the consultant.

- D. If, after additional observation, the instructional performance of the unit member is still not satisfactory, the unit member, the principal, and the department head or special area director and BTA President shall be notified in writing by the Superintendent or his/her designee. The Superintendent, if not directly involved, shall also be notified and be given a copy of the plan for improvement of performance. The written notice shall also include the specific areas in which the unit member's performance is considered to be unsatisfactory.
- E. The Superintendent shall then schedule a meeting to further discuss the problem. The unit member may attend this meeting and bring a BTA representative of his/her choice. This meeting shall be scheduled prior to any action taken by the Superintendent.

### Section 3

No provision of this procedure shall limit the rights of an individual under applicable state or federal laws, or other provisions of this contract, nor limit or reduce powers and duties of the Superintendent and the Board of Education.

## ARTICLE 10

### **DISCIPLINE AND DISCHARGE OF TENURED UNIT MEMBERS**

#### Section 1

It is understood and agreed that this Article shall apply only to unit members who are duly tenured and employed in the District.

#### Section 2

A tenured unit member shall be disciplined or discharged only for just cause. Discharge resulting from elimination of a unit member position shall not be covered by this article. Salary withholding issues will be processed under Article 4, Section 9.

#### Section 3 - Procedure

3.1 The procedures set out in Section 3020-a of the Education Law shall apply unless and until the unit member chooses to use the regular grievance and arbitration procedure, as set forth below.

3.2 Within ten (10) school days of receipt of a statement of charges relating to proposed discipline, the unit member shall notify the District in writing whether he/she desires to pursue one of the following procedures:

- (a) No hearing.
- (b) Panel hearing - 3020-a procedure
- (c) Arbitration - contractual procedure

3.3 Failure of the unit member to notify the District Clerk of his/her desire to pursue either of the above procedures shall be deemed a waiver of rights to pursue either procedure and to a hearing or arbitration.

3.4 If the unit member waives his/her right to the procedures provided in this Agreement, the Board of Education shall proceed within fifteen (15) days, by a majority vote of the Board to determine the case and fix the measure of discipline.

3.5 It is understood that once the unit member chooses one of the above procedures he/she shall be bound by the procedures chosen and shall not be permitted to pursue more than one procedure.

3.6 If the unit member chooses to pursue the statutory procedure, all applicable provision of Section 3020-a shall apply.

3.7 If the unit member chooses to pursue the arbitration procedure all applicable provisions of the arbitration section of this agreement shall apply.

3.8 No financial penalties may be imposed under this procedure until a final determination has been rendered.

## **ARTICLE 11**

### **ACCESS TO PERSONNEL FILE**

Unit members shall have the right to review the contents of their personnel file except for pre-employment references and credentials. The official personnel file will be maintained in the Central Office Building. Before any statement or correspondence relating to the performance or competence of a unit member is added to the unit member's personnel file, the unit member will receive a copy of same. Such copy will be marked as intended for the personnel file.

Unit members may add statements to their file by submitting them to the Director for Administrative Services. Unit member personnel files may only be inspected by persons with official right and responsibility for such inspection or by subpoena.

## **ARTICLE 12**

### **APPOINTMENT TO POSITIONS OF ADDITIONAL RESPONSIBILITY AND ANNOUNCEMENT OF STAFF VACANCIES**

#### **Notification of Vacancies**

Full and part-time administrative and bargaining unit vacancies shall be brought to the attention of members of the staff of the Brighton Central Schools through the posting of such vacancies in each building as soon as possible, so that unit members may apply for such vacancies. These postings will be in place for five (5) school days. Part-time staff will be notified individually of full-time vacancies. Postings will continue in the summer for five (5) work days. When vacancies become available during the summer months, the District will notify in writing those teachers who have notified the Superintendent in writing of a desire to transfer to such a position.



## Section 1 - Nominations

Unit members shall have an opportunity to nominate candidates for administrative and supervisory positions when vacancies exist for such positions. Nominations in writing shall be made from among those candidates designated by the Superintendent of Schools as meeting eligibility requirements for the position.

## Section 2 - Selection

The qualifications of candidates nominated by fellow unit members will be weighed and considered by the Superintendent or his/her designee with the qualifications of outside candidates after conferring with the appropriate unit member staff (building level, grade level, or department selection committees), and administrative staff. The Superintendent, after conferring with appropriate staff members will recommend the best qualified candidate to the Board of Education for appointment. If qualifications of two or more candidates are considered equal, preference will be given to persons who are members of the staff of the Brighton Central Schools.

## Section 3 - Vacancies

Vacancies in professional staff positions within the negotiating unit involving payment of additional salary or released time from 25% or more of regular teaching duties, will be announced to the professional staff.

## Section 4 - Teachers on Special Assignment

1. The person assigned to this position will continue to accrue seniority in his/her tenure area.
2. If a full time position no longer exists, the teacher will return to the position that is open in his/her tenure area. If no position is open, the teacher with the least seniority in that tenure area will be excessed, thereby creating an opening.
3. If the person on special assignment desires to leave the position voluntarily, he/she may apply to transfer to a position in his/her tenure area if a position is available.

## Section 5 - Guidance Counselor

To be eligible for appointment to the position of Guidance Counselor, a unit member must have provisional certification in guidance. For a permanent, full-time appointment, a counselor must have permanent guidance certification and a Master's Degree.

Persons appointed to such positions will be granted tenure for the positions in accordance with current laws and regulations of the State of New York.

## ARTICLE 13

### **ADDITIONAL RESPONSIBILITY POSITIONS**

#### Section 1 - Additional Responsibility Positions

Additional salary shall be granted to those staff members appointed to positions in which, as an integral part of their work, they hold responsibilities in excess of those normally required of unit members. Persons holding these positions may be released from all or part of their regular teaching assignments when in-school time is required for carrying out these additional responsibilities. In addition, they are expected to give whatever time is necessary for the proper discharge of their responsibilities. Persons appointed to these positions will be selected for their leadership abilities, special skills and training.

#### Section 2 - Coaching Assignments - Extra Curricular Assignments

It is in the best interest of the District that current teachers for the Brighton Central Schools be assigned to extra-curricular positions. If, in the Supervisors' judgment, both candidates are equally qualified, preference will be given to the District employee.

#### Section 3 - Guidance Counselors

**3.1 Salary** Guidance counselors who were first employed as guidance counselors in the Brighton Central School District prior to September 1, 1978, shall receive 6% of the individual's base salary for additional responsibility. Guidance counselors who were first employed as guidance counselors after September 1, 1978, shall receive 4% of the individual's base salary.

**3.2 Additional Work Days** Employment of counselors shall be based upon the school year of the teaching staff of the District with additional days of employment to include those work days prior to the opening of school beginning with September 1 and those work days following the close of school through June 30.

- (a) High School counselors shall be on duty twenty (20) days between July 1 and August 31 and will devote five (5) additional days during the fiscal year for such things as college visitations, institutes, workshops and other activities as will promote professional growth and development. For the twenty (20) days worked between July 1 and August 31 and the five (5) additional days mentioned above, i.e. - a total of twenty-five (25) days, the high school counselors will receive an additional ten percent of his/her gross salary for the months of September through June.
- (b) Middle School and Elementary School counselors shall be on duty ten (10) days<sup>6</sup> between July 1 and August 31 and will devote two and one-half days during the fiscal year for such things as college visitations, institutes, workshops and other activities as will promote professional growth and

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<sup>6</sup> No member of the bargaining unit will be required to assume duties that have been performed between July 1 and August 31 by middle school counselors prior to the reduction of days to be worked between those dates from 20 to 10 to a greater extent than they had been involved with such duties when the 20 day schedule was in effect.

development. For the ten (10) days worked between July 1 and August 31 and the two and one-half (2 1/2) additional days mentioned above, i.e. - a total of twelve and one-half (12 1/2) days, the Middle School counselors will receive an additional five percent of his/her gross salary for the months of September through June. The ten (10) days of duty between July 1 and August 31 will be scheduled in a way that is mutually agreeable to the building principals and the counselors.

#### Section 4 - School Psychologists and Special Counselors

School psychologists and special counselors who were first employed in those positions in the Brighton Central School District prior to September 1, 1978, shall receive 6% of the individual's base salary.

School psychologists and special counselors who were first employed in those positions in the Brighton Central School District after September 1, 1978, will receive 4% the individual's base salary. Employment of these psychologists and special counselors shall be based upon the school year of the teaching staff of the District with additional days of employment to include those days prior to the opening of school beginning with September 1 and those work days following the close of school through June 30.

#### Section 5 - Brighton High School Coordinators

- A. Teachers in the BHS Coordinator positions will be released from one teaching class (assignment). (The current math coordinator will continue to be released .3).
- B. Coordinators will continue to have the present reduced administrative assignment load.
- C. Each coordinator will have ten (10) days of paid summer work.
- D. Notification of desire to have position posted may be made by the coordinator and/or the District. This decision should be made by March 1.
- E. Coordinators will be compensated in accordance with the schedule set forth in Section 7 of Article 14.

### ARTICLE 14

#### **EXTRA ASSIGNMENTS**

##### Section 1

Compensation for assignments involving extra duties and time beyond the regular teaching load shall be made by the payment of additional salary as recommended by the Superintendent of Schools during the time such assignments are in effect. If a person holding an extra assignment, works less than the scheduled duration of the assignment the remuneration shall be pro-rated accordingly.

##### Section 2

Physical education teachers shall work one intramural season without extra remuneration as part of their regular teaching assignment, except by special action of the Board of Education.

### Section 3

The Board may approve compensation for some special assignments as recommended by the Superintendent at the following rates:

2000-01	\$15.70
2001-02	\$16.25
2002-03	\$16.82

In such cases, the unit member will be notified prior to the unit member's acceptance of the assignment as to whether it will be separately compensated.

### Section 4

It is understood and agreed that members of the bargaining unit engaged and participating in extra assignments, whether temporary or otherwise, are covered by all the terms and conditions under Article 1 of this Agreement.

### Section 5

The process for establishing a newly paid advisor for a school related activity will be as follows:

1. The advisor will act in such a capacity for at least one school year during which time a record will be kept of:
  - a. Time spent with the activity
  - b. Number of students involved
  - c. Types of activities
  - d. Duration of the activity
2. After the trial year, the unit member will submit the application for consideration of a stipend position to the building principal. A copy of the application will also be sent to the BTA president.
3. The principal will forward the application to the Superintendent for approval.
4. After approval, the District and the BTA will negotiate the amount of the stipend.
5. If the application is denied, the Superintendent will notify the unit member and the BTA president with the reasons for denial.

### Section 6 - Compensation for Extra Assignments

The amounts set forth in Section 7 shall be paid for extra assignments should such assignment exist. Compensation is adjusted by 3.5% to the schedule in 2000-2001, 2001-2002 and in 2002-2003. If the stipend is a rate without a step increase, the increase shall be 3.5% each year of the Agreement. Rates shown in Section 7 reflect these adjustments.

Persons serving in these extra assignments shall move from Step 1 to Step 3 following completion of two years service in a particular assignment and from Step 3 to Step 5 following completion of four years of service.

Compensation payment schedule for extra assignments shall be determined by the unit member by either having the stipend paid over the duration of the activity, or be paid in three installments, one at the beginning of the activity, the second at the middle of the activity, and the last payment to occur when the activity is completed.

The parties agree to form a Task Force to make recommendations regarding coaching salaries for the 2001-2002 and 2002-2003 school years.

## Section 7 - Compensation for Extra Assignment Schedule

### **2000-2001 Extra Duty Assignment Schedule**

<b>Assignment</b>	<b>Step 1 &amp; 2</b>	<b>Step 3 &amp; 4</b>	<b>Step 5</b>
Academic Decathlon	\$1,222	\$1,346	\$1,480
After School Coord/Study Hall	\$1,222	\$1,346	\$1,480
Audio-Visual Coord *	\$1,597	\$1,760	\$1,934
Black Student Union	\$519	\$569	\$640
Brainstormers/Knowledge Bowl/Envirothon -1 Sem	\$324	\$355	\$392
Brainstormers/Knowledge Bowl/Envirothon -2 Sem	\$647	\$712	\$781
Chemical Free Athletes-BHS	\$554	\$609	\$671
Chemical Free Athletes-TCMS	\$554	\$609	\$671
Chess Team - BHS	\$592	\$651	\$717
Chess Team - TCMS	\$592	\$651	\$717
Coordinator of Athletic Admissions**	\$2,175	\$2,392	\$2,633
DECA Club Advisor	\$958	\$1,057	\$1,253
Debate Supervisor	\$1,222	\$1,346	\$1,480
Dramatics Advisor -TCMS *	\$1,222	\$5,176	\$1,480
English Coordinator	\$4,529	\$5,176	\$5,822
Extended Studies Coordinator	\$4,529	\$5,176	\$5,822
Fall Drama Director -BHS *	\$1,111	\$1,221	\$1,344
Foreign Language Coordinator	\$4,529	\$5,176	\$5,822
Freshman Class Advisor	\$773	\$851	\$935
Future Business Leaders	\$958	\$1,057	\$1,160
Guidance Coordinator	\$4,529	\$5,176	\$5,822
International Club	\$906	\$996	\$1,096
Intramural - Elementary	\$2,259	\$2,485	\$2,732
Intramural - TCMS	\$2,259	\$2,485	\$2,732
Invention Club (1 semester)	\$388	\$427	\$468
Jason Club	\$1,230	\$1,353	\$1,486
Junior Class Advisor	\$898	\$988	\$1,088
Literary Magazine Advisor -BHS	\$1,222	\$1,346	\$1,480
Literary Magazine Advisor -TCMS	\$773	\$839	\$922
Madrigals Director	\$841	\$927	\$1,018
Math Coordinator	\$4,529	\$5,176	\$5,822
Math Counts - TCMS	\$592	\$651	\$717
Math Team	\$592	\$651	\$717
Mock Trial Coach (2)	\$1,100	\$1,130	\$1,243
Model UN Advisor	\$1,808	\$1,993	\$2,189
Musical Chorus Director - BHS	\$1,249	\$1,372	\$1,511
Musical Chorus Director - TCMS	\$1,249	\$1,372	\$1,511

## 2000-2001 Extra Duty Assignment Schedule

Assignment		Step 1&2	Step 3&4	Step 5
Musical Director -TCMS	*	\$1,111	\$1,221	\$1,344
Musical Drama Director -BHS	*	\$1,869	\$2,052	\$2,264
Musical Orchestration Director	*	\$1,249	\$1,372	\$1,511
NYS/Moscow Telecommunications		\$1,244	\$1,492	\$1,742
News Advisor -TCMS	*	\$1,222	\$1,346	\$1,480
One Act Play Director	*	\$773	\$851	\$935
Outdoor Club		\$773	\$851	\$935
Outdoor Ed Nurse (per session)		\$119	\$174	\$234
Outdoor Ed Teacher in Charge		\$1,028	\$1,130	\$1,243
Radio Station Advisor		\$1,056	\$1,160	\$1,275
Science Coordinator		\$4,529	\$5,176	\$5,822
Science Olympiad - BHS		\$1,028	\$1,130	\$1,243
Science Olympiad - TCMS		\$1,028	\$1,130	\$1,243
Senior Class Advisor		\$1,412	\$1,553	\$1,709
Social Studies Coordinator		\$4,529	\$5,176	\$5,822
Sophomore Class Advisor		\$773	\$851	\$935
Special Education Coordinator		\$4,529	\$5,176	\$5,822
Spring Drama Director	*	\$1,111	\$1,221	\$1,344
Student Council Advisor -TCMS		\$1,355	\$1,487	\$1,669
Student Council Advisor -BHS		\$2,901	\$3,186	\$3,508
Thespian Club	*	\$773	\$851	\$935
Video Yearbook Advisor -BHS		\$1,129	\$1,243	\$1,366
Washington Trip Coordinator		\$773	\$851	\$935
Yearbook Advisor -TCMS		\$1,222	\$1,346	\$1,480
Youth-to-Youth Advisor		\$554	\$609	\$671

\*Persons holding these assignments may be released from a portion of their regular teaching assignment when it is required during school hours for carrying out the assignment.

\*\* Additional \$55 per game for coordination of events beyond 17 contests.

## 2000-2001 Extra Duty Assignment Schedule / No Step Stipends

Athletic Admissions Assistant	\$125/event
Athletic Equipment Manager	(Coach Schedule A)
Chaperone (head, 4 hours)	\$125.00
Chaperone (after 4 hours)	32.49/hr.
Chaperone (School Bus)	15.70/hr.
Coop Program Supervisor	\$2,643
Detention/Study Hall Supervisor	15.70/hr.
Early Morning Language Arts Program	27.95/hr
Early Morning Reading Program	
Foreign Language Teaching Assistant Advisor	\$1,242
Mountain Bound Asst Director	\$1,170
Mountain Bound Director	\$1,521
Morning Show -BHS	*
Musical Theatre Troupe	\$1,760
News Advisor - Trapezoid	(Coach Schedule A)
School to School Leaders (per trip)	\$2,774
Select Women's Ensemble	\$1,760
Show Choir - BHS	\$1,760
Singing and Dancing Mixed Ensemble	\$1,760
Sixth Grade Drama Director	\$828
Student Store Supervisor	\$3,399
Substance Abuse Coordinator	\$3,337
Team Leader (1-4 Teachers)	\$1,024
Team Leader (5-6 Teachers)	\$1,246
Team Leader (7-9 Teachers)	\$1,496
Team Leaders (10-12 Teachers)	\$1,737
Theatre Production Manager	\$2,060
Vocal Jazz - BHS	\$1,760
Yearbook Advisor -BHS	* (Coach Schedule A)

\*Persons holding these assignments may be released from a portion of their regular teaching assignment when it is required during school hours for carrying out the assignment.



## 2001-2002 Extra Duty Assignment Schedule

Assignment	Step 1 & 2	Step 3 & 4	Step 5
Academic Decathlon	\$1,265	\$1,393	\$1,532
After School Coord/Study Hall	\$1,265	\$1,393	\$1,532
Audio-Visual Coord *	\$1,653	\$1,821	\$2,002
Black Student Union	\$537	\$589	\$662
Brainstormers/Knowledge Bowl/Envirothon -1 Sem	\$335	\$367	\$406
Brainstormers/Knowledge Bowl/Envirothon -2 Sem	\$670	\$737	\$809
Chemical Free Athletes-BHS	\$573	\$630	\$694
Chemical Free Athletes-TCMS	\$573	\$630	\$694
Chess Team - BHS	\$613	\$674	\$742
Chess Team - TCMS	\$613	\$674	\$742
Coordinator of Athletic Admissions**	\$2,251	\$2,476	\$2,725
DECA Club Advisor	\$992	\$1,094	\$1,297
Debate Supervisor	\$1,265	\$1,393	\$1,532
Dramatics Advisor -TCMS *	\$1,265	\$5,357	\$1,532
English Coordinator	\$4,688	\$5,357	\$6,026
Extended Studies Coordinator	\$4,688	\$5,357	\$6,026
Fall Drama Director -BHS *	\$1,149	\$1,264	\$1,392
Foreign Language Coordinator	\$4,688	\$5,357	\$6,026
Freshman Class Advisor	\$800	\$881	\$967
Future Business Leaders	\$992	\$1,094	\$1,201
Guidance Coordinator	\$4,688	\$5,357	\$6,026
International Club	\$937	\$1,031	\$1,134
Intramural - Elementary	\$2,338	\$2,572	\$2,828
Intramural - TCMS	\$2,338	\$2,572	\$2,828
Invention Club (1 semester)	\$402	\$442	\$484
Jason Club	\$1,273	\$1,400	\$1,538
Junior Class Advisor	\$930	\$1,023	\$1,126
Literary Magazine Advisor -BHS	\$1,265	\$1,393	\$1,532
Literary Magazine Advisor -TCMS	\$800	\$869	\$954
Madrigals Director	\$871	\$960	\$1,054
Math Coordinator	\$4,688	\$5,357	\$6,026
Math Counts - TCMS	\$613	\$674	\$742
Math Team	\$613	\$674	\$742
Mock Trial Coach (2)	\$1,139	\$1,170	\$1,287
Model UN Advisor	\$1,871	\$2,063	\$2,266
Musical Chorus Director - BHS	\$1,293	\$1,420	\$1,564
Musical Chorus Director - TCMS	\$1,293	\$1,420	\$1,564
Musical Director -TCMS *	\$1,149	\$1,264	\$1,392
Musical Drama Director -BHS *	\$1,935	\$2,124	\$2,343

## 2001-2002 Extra Duty Assignment Schedule

Assignment		Step 1 & 2	Step 3 & 4	Step 5
Musical Orchestration Director	*	\$1,293	\$1,420	\$1,564
NYS/Moscow Telecommunications		\$1,288	\$1,545	\$1,803
News Advisor -TCMS	*	\$1,265	\$1,393	\$1,532
One Act Play Director	*	\$800	\$881	\$967
Outdoor Club		\$800	\$881	\$967
Outdoor Ed Nurse (per session)		\$123	\$180	\$242
Outdoor Ed Teacher in Charge		\$1,064	\$1,170	\$1,287
Radio Station Advisor		\$1,093	\$1,201	\$1,320
Science Coordinator		\$4,688	\$5,357	\$6,026
Science Olympiad - BHS		\$1,064	\$1,170	\$1,287
Science Olympiad - TCMS		\$1,064	\$1,170	\$1,287
Senior Class Advisor		\$1,461	\$1,607	\$1,769
Social Studies Coordinator		\$4,688	\$5,357	\$6,026
Sophomore Class Advisor		\$800	\$881	\$967
Special Education Coordinator		\$4,688	\$5,357	\$6,026
Spring Drama Director	*	\$1,149	\$1,264	\$1,392
Student Council Advisor -TCMS		\$1,402	\$1,539	\$1,728
Student Council Advisor -BHS		\$3,003	\$3,297	\$3,630
Thespian Club	*	\$800	\$881	\$967
Video Yearbook Advisor -BHS		\$1,169	\$1,287	\$1,414
Washington Trip Coordinator		\$800	\$881	\$967
Yearbook Advisor -TCMS		\$1,265	\$1,393	\$1,532
Youth-to-Youth Advisor		\$573	\$630	\$694

\*Persons holding these assignments may be released from a portion of their regular teaching assignment when it is required during school hours for carrying out the assignment.

\*\* Additional \$55 per game for coordination of events beyond 17 contests.

## 2001-2002 Extra Duty Assignment Schedule / No Step Stipends

Athletic Admissions Assistant	\$129/event
Athletic Equipment Manager	(Coach Schedule A)
Chaperone (head, 4 hours)	\$129.00
Chaperone (after 4 hours)	\$43.86/hr
Chaperone (School Bus)	\$16.25/hr
Coop Program Supervisor	\$2,736
Detention/Study Hall Supervisor	16.25/hr
Early Morning Language Arts Program	28.93/hr
Early Morning Reading Program	
Foreign Language Teaching Assistant Advisor	\$1,285
Mountain Bound Asst Director	\$1,211
Mountain Bound Director	\$1,574
Morning Show -BHS	*
Musical Theatre Troupe	\$1,822
News Advisor - Trapezoid	(Coach Schedule A)
School to School Leaders (per trip)	\$2,871
Select Women's Ensemble	\$1,822
Show Choir - BHS	\$1,822
Singing and Dancing Mixed Ensemble	\$1,822
Sixth Grade Drama Director	\$857
Student Store Supervisor	\$3,518
Substance Abuse Coordinator	\$3,454
Team Leader (1-4 Teachers)	\$1,060
Team Leader (5-6 Teachers)	\$1,290
Team Leader (7-9 Teachers)	\$1,548
Team Leaders (10-12 Teachers)	\$1,798
Theatre Production Manager	\$2,132
Vocal Jazz - BHS	\$1,822
Yearbook Advisor -BHS	* (Coach Schedule A)

\*Persons holding these assignments may be released from a portion of their regular teaching assignment when it is required during school hours for carrying out the assignment.

## 2002-2003 Extra Duty Assignment Schedule

Assignment	Step 1 & 2	Step 3 & 4	Step 5
Academic Decathlon	\$1,309	\$1,441	\$1,585
After School Coord/Study Hall	\$1,309	\$1,441	\$1,585
Audio-Visual Coord *	\$1,711	\$1,885	\$2,072
Black Student Union	\$555	\$610	\$685
Brainstormers/Knowledge Bowl/Envirothon -1 Sem	\$347	\$380	\$420
Brainstormers/Knowledge Bowl/Envirothon -2 Sem	\$693	\$763	\$837
Chemical Free Athletes - BHS	\$593	\$652	\$718
Chemical Free Athletes - TCMS	\$593	\$652	\$718
Chess Team - BHS	\$634	\$697	\$768
Chess Team - TCMS	\$634	\$697	\$768
Coordinator of Athletic Admissions**	\$2,329	\$2,562	\$2,821
DECA Club Advisor	\$1,027	\$1,132	\$1,343
Debate Supervisor	\$1,309	\$1,441	\$1,585
Dramatics Advisor -TCMS *	\$1,309	\$5,545	\$1,585
English Coordinator	\$4,852	\$5,545	\$6,237
Extended Studies Coordinator	\$4,852	\$5,545	\$6,237
Fall Drama Director -BHS *	\$1,190	\$1,308	\$1,440
Foreign Language Coordinator	\$4,852	\$5,545	\$6,237
Freshman Class Advisor	\$828	\$911	\$1,001
Future Business Leaders	\$1,027	\$1,132	\$1,243
Guidance Coordinator	\$4,852	\$5,545	\$6,237
International Club	\$970	\$1,067	\$1,174
Intramural - Elementary	\$2,420	\$2,662	\$2,927
Intramural - TCMS	\$2,420	\$2,662	\$2,927
Invention Club (1 semester)	\$416	\$458	\$501
Jason Club	\$1,317	\$1,449	\$1,592
Junior Class Advisor	\$962	\$1,059	\$1,165
Literary Magazine Advisor -BHS	\$1,309	\$1,441	\$1,585
Literary Magazine Advisor -TCMS	\$828	\$899	\$988
Madrigals Director	\$901	\$993	\$1,091
Math Coordinator	\$4,852	\$5,545	\$6,237
Math Counts - TCMS	\$634	\$697	\$768
Math Team	\$634	\$697	\$768
Mock Trial Coach (2)	\$1,179	\$1,211	\$1,332
Model UN Advisor	\$1,937	\$2,135	\$2,345
Musical Chorus Director- BHS	\$1,338	\$1,470	\$1,619
Musical Chorus Director - TCMS	\$1,338	\$1,470	\$1,619
Musical Director -TCMS *	\$1,190	\$1,308	\$1,440
Musical Drama Director -BHS *	\$2,002	\$2,199	\$2,425

## 2002-2003 Extra Duty Assignment Schedule

Assignment		Step 1 & 2	Step 3 & 4	Step 5
Musical Orchestration Director	*	\$1,338	\$1,470	\$1,619
NYS/Moscow Telecommunications		\$1,333	\$1,599	\$1,866
News Advisor -TCMS	*	\$1,309	\$1,441	\$1,585
One Act Play Director	*	\$828	\$911	\$1,001
Outdoor Club		\$828	\$911	\$1,001
Outdoor Ed Nurse (per session)		\$128	\$186	\$251
Outdoor Ed Teacher in Charge		\$1,101	\$1,211	\$1,332
Radio Station Advisor		\$1,131	\$1,243	\$1,366
Science Coordinator		\$4,852	\$5,545	\$6,237
Science Olympiad - BHS		\$1,101	\$1,211	\$1,332
Science Olympiad - TCMS		\$1,101	\$1,211	\$1,332
Senior Class Advisor		\$1,512	\$1,663	\$1,830
Social Studies Coordinator		\$4,852	\$5,545	\$6,237
Sophomore Class Advisor		\$828	\$911	\$1,001
Special Education Coordinator		\$4,852	\$5,545	\$6,237
Spring Drama Director	*	\$1,190	\$1,308	\$1,440
Student Council Advisor -TCMS		\$1,451	\$1,593	\$1,788
Student Council Advisor -BHS		\$3,108	\$3,413	\$3,757
Thespian Club	*	\$828	\$911	\$1,001
Video Yearbook Advisor -BHS		\$1,210	\$1,332	\$1,464
Washington Trip Coordinator		\$828	\$911	\$1,001
Yearbook Advisor -TCMS		\$1,309	\$1,441	\$1,585
Youth-to-Youth Advisor		\$593	\$652	\$718

\*Persons holding these assignments may be released from a portion of their regular teaching assignment when it is required during school hours for carrying out the assignment.

\*\* Additional \$55 per game for coordination of events beyond 17 contests.

## 2002-2003 Extra Duty Assignment Schedule / No Step Stipends

Athletic Admissions Assistant	\$134/event
Athletic Equipment Manager	(Coach Schedule A)
Chaperone (head, 4 hours)	\$134
Chaperone (after 4 hours)	\$45.40/hr
Chaperone (School Bus)	\$16.82/hr
Coop Program Supervisor	\$2,832
Detention/Study Hall Supervisor	16.82/hr
Early Morning Language Arts Program	29.94/hr
Early Morning Reading Program	
Foreign Language Teaching Assistant Advisor	\$1,330
Mountain Bound Asst Director	\$1,253
Mountain Bound Director	\$1,629
Morning Show -BHS	*
Musical Theatre Troupe	\$1,886
News Advisor - Trapezoid	(Coach Schedule A)
School to School Leaders (per trip)	\$2,971
Select Women's Ensemble	\$1,886
Show Choir - BHS	\$1,886
Singing and Dancing Mixed Ensemble	\$1,886
Sixth Grade Drama Director	\$887
Student Store Supervisor	\$3,641
Substance Abuse Coordinator	\$3,575
Team Leader (1-4 Teachers)	\$1,097
Team Leader (5-6 Teachers)	\$1,335
Team Leader (7-9 Teachers)	\$1,602
Team Leaders (10-12 Teachers)	\$1,861
Theatre Production Manager	\$2,207
Vocal Jazz - BHS	\$1,886
Yearbook Advisor -BHS	* (Coach Schedule A)

\*Persons holding these assignments may be released from a portion of their regular teaching assignment when it is required during school hours for carrying out the assignment.

**BRIGHTON CENTRAL SCHOOL DISTRICT  
COACHING SALARY SCHEDULE 2000-2001**

	STEP 1	STEP2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
LEVEL A	\$3,011	\$3,175	\$3,348	\$3,533	\$3,723	\$3,925	\$4,140	\$4,367	\$4,602	\$4,854	\$4,954	\$5,054	\$5,154	\$5,254
LEVEL B	\$2,547	\$2,685	\$2,831	\$2,984	\$3,147	\$3,318	\$3,499	\$3,691	\$3,893	\$4,107	\$4,192	\$4,277	\$4,362	\$4,447
LEVEL C	\$2,273	\$2,396	\$2,527	\$2,665	\$2,809	\$2,965	\$3,124	\$3,293	\$3,474	\$3,663	\$3,738	\$3,814	\$3,890	\$3,966
LEVEL D	\$1,669	\$1,784	\$1,911	\$2,045	\$2,187	\$2,340	\$2,504	\$2,680	\$2,869	\$3,069	\$3,139	\$3,202	\$3,265	\$3,328
LEVEL E	\$1,424	\$1,531	\$1,643	\$1,766	\$1,899	\$2,042	\$2,196	\$2,361	\$2,537	\$2,726	\$2,796	\$2,852	\$2,908	\$2,964
LEVEL F	\$1,177	\$1,270	\$1,371	\$1,481	\$1,601	\$1,728	\$1,867	\$2,014	\$2,177	\$2,352	\$2,422	\$2,471	\$2,520	\$2,569
LEVEL G	\$1,095	\$1,189	\$1,287	\$1,396	\$1,516	\$1,646	\$1,784	\$1,938	\$2,103	\$2,281	\$2,351	\$2,398	\$2,445	\$2,492
LEVEL H	\$548	\$594	\$643	\$699	\$758	\$822	\$893	\$970	\$1,052	\$1,139	\$1,209	\$1,233	\$1,257	\$1,281

30-3

February 2000

## LEVEL A

Varsity Boys Basketball  
Varsity Girls Basketball  
Head Football  
Varsity Gymnastics  
Varsity Ice Hockey  
Varsity Girls Volleyball  
Varsity Wrestling

## LEVEL B

Varsity Lacrosse  
Varsity Boys Soccer  
Varsity Girls Soccer  
Varsity Boys Swimming

## LEVEL C

Varsity Baseball  
JV Boys Basketball  
JV Girls Basketball  
Boys Cross Country  
Varsity Field Hockey  
Assistant Football  
Alpine Skiing  
Nordic Skiing  
Varsity Girls Softball  
Varsity Girls Swimming  
Head Indoor Track  
Varsity Boys Track  
Varsity Girls Track  
Varsity Boys Volleyball  
JV Girls Volleyball  
Assistant Wrestling

## LEVEL D

JV Baseball  
Varsity Girls & All  
    Modified Cross Country  
JV Gymnastics  
JV Lacrosse  
Lacrosse Assistant  
JV Boys Soccer  
JV Girls Soccer  
JV Boys Swimming  
Varsity Boys Tennis  
Boys Track Assistant (2)  
Girls Track Assistant

## LEVEL D (cont.)

JV Boys Volleyball  
JV Wrestling

## LEVEL E

Frosh Basketball  
Varsity Cheerleading  
Assistant Cross Country  
JV Field Hockey  
Assistant Ice Hockey  
Assistant Indoor Track  
JV Girls Swimming  
Varsity Girls Swimming  
Varsity Girls Tennis  
JV Nordic Skiing

## LEVEL F

Frosh Baseball  
Varsity Fall Cheerleading  
Varsity Golf  
Frosh Soccer  
JV Boys Tennis  
JV Winter Cheerleading  
Modified Swimming

## LEVEL G

Modified Boys Basketball  
Modified Girls Basketball  
JV Fall Cheerleading  
Modified Gymnastics  
Modified Lacrosse  
Modified Boys Soccer (2)  
Modified Girls Soccer (2)  
Modified Softball  
JV Girls Tennis  
Modified Track  
Modified Volleyball  
Modified Wrestling

## LEVEL H

Freshman Fall Cheerleading  
JV Golf



## ARTICLE 15

### **SUMMER EMPLOYMENT**

#### Section 1

Summer employment of unit members will be based upon needs as determined by the Superintendent upon recommendations of Department Heads, Special Area Directors, the administrative staff, and the Curriculum Council. Personnel to conduct summer projects or to teach in the Summer School shall, whenever possible, be selected from the regular teaching staff.

#### Section 2

Regular teaching staff members employed for summer work shall receive a per diem salary rate of 1/250th of their annual base salary rate for the ten-month school year, except as pro-rated below. The base salary rate does not include salary differentials paid for additional responsibilities and extra assignments. In no instance may a unit member receive more than 1/250th of his/her base salary rate for one day's service.

School Psychologists and Social Workers employed for summer work shall receive a per diem salary rate of 1/200<sup>th</sup> of their gross salary for the months of September through June, except as pro-rated below, if they are performing the same duties as they would during the regular school year. The gross salary rate does not include salary differentials paid for extra duty assignments.

Since much of the summer work will be conducted on a part-time basis, the per diem rate shall be pro-rated in the following manner:

#### A. Summer School Teaching

1. One two-hour class = 3/8 per diem rate as defined above
2. Two two-hour classes = 3/4 per diem rate as defined above
3. Three two-hour classes = per diem rate as defined above

#### B. Curriculum or Guidance Projects

1. Eight-hour day - per diem rate as defined above
2. Less than eight-hour day = 1/8th of per diem rate for each hour of work (per diem as defined above)

#### C. Teachers' Workshops

Will be paid at the following rates for a six -(6) hour day:

2000-01	\$150
2001-02	\$155
2002-03	\$160

D. Teacher on Special Assignment (Including Teacher Center Director) = 1/200 of base salary per diem.

### Section 3

A regular hourly schedule shall be determined in advance for all curriculum projects and teachers' workshops, and submitted in writing to the Superintendent of Schools.

### Section 4

When it becomes necessary to employ Summer School teachers from outside this school system, their per diem salary rate shall be based on their training and experience as evaluated by the Superintendent of Schools. In no case shall such a salary exceed that which would be paid to a comparable teacher on the Brighton Central School Staff.

### Section 5

There shall be early notification to staff of the District's intent to participate in the Cooperative Summer School. Teachers will be given specific guidelines for application to the Cooperative Summer School.

### Section 6

1. Participants in workshops run by and held in Brighton Schools shall be paid as described in this Article.
2. Participants in all workshops held in locations other than the Brighton Schools shall be paid their per diem rate plus expenses if the workshops are:
  - a. School sponsored
  - b. Related to professional development
  - c. District initiated
3. The following are examples of workshops for which the District may pay per diem rates:
  - a. Personal growth workshops
  - b. Workshops initiated by individuals
  - c. Workshops where college credit is available
  - d. Workshops sponsored by another group, not Brighton Schools

If workshops in this section are approved by the District, participants will have fees and expenses paid.

4. District approval and sponsorship shall be determined by priorities of the District.
5. The professional staff will know in advance the pay status of all workshops.

## **ARTICLE 16**

### **ACADEMIC LEAVE**

#### **Section 1**

In order that members of the professional staff who possess permanent New York State certification in the area of their assignment may be able to take advantage of opportunities for advanced study, significant travel, or other means of professional development, academic leaves may be granted annually at full pay. The staff member may be granted and accept additional compensation from some program, grant, scholarship or fellowship in addition to his annual salary. However, if the Superintendent determines that the program, grant, scholarship or fellowship compensation requires that time be spent outside of the realm of the purpose of the academic leave, the staff member's pay will be reduced so that his/her total income will not exceed his/her annual salary.

#### **Section 2**

It is further understood that academic study leaves shall consist of no less than 12 semester hours of graduate study per semester. Academic leaves for one semester at full pay may also be granted. The Board may grant any combination of full year and semester leaves. The minimum number of hours shall not apply to the Teacher Institute Program.

#### **Section 3**

During the time of leave, all fringe benefits and seniority rights shall be continued, except that retirement benefits are based on actual salary paid by the school district.

#### **Section 4**

The Brighton Teacher Center shall develop each school year a list of topics deemed by the Teacher Center to be appropriate for academic leaves. Applications for academic leaves shall be submitted to the Brighton Teacher Center no later than February 15th of each year. The Brighton Teacher Center shall review all applications for academic leave. Recommendations for approval or disapproval will be submitted to the Superintendent not later than March 15th of each year. The Superintendent may recommend an academic leave for any unit member if the Superintendent deems it to be in the best interests of the school district.

Criteria to be used in selecting staff members for academic leaves shall be, in order of importance:

1. Factors vital to the school program.
2. The professional development of the individual in his area of service.
3. Seniority of service, all other things being equal.

#### **Section 5**

Notification of the award of academic leaves by the Board shall occur no later than the third Monday in April. When an application for academic leave has been rejected the applicant shall receive from the

group or individual making the decision to reject, a written statement indicating the reason or reasons for rejection.

## Section 6

Any staff member granted an academic leave must return to his/her work in the Brighton Central School District for at least three consecutive school years following the year in which the leave and any Board approved extension is taken. Failure of the person granted an academic leave to return to work in the Brighton Central School District for three consecutive school years shall entitle the District to repayment of all salary and fringe benefit costs incurred by the District during the academic leave year on the following pro-rata basis:

Applicants must agree to remain in the service of the District for three (3) consecutive school years after the expiration of an academic leave. In the event of failure to remain in the service of the District for such three (3) period, the academic leave recipient shall refund to the District such proportion of the salary and fringe benefit costs paid during the leave of absence as the unexpired portion of three (3) years shall bear to said period. Any refund owing to the District shall be repaid in equal monthly installments, as a minimum, so that the total amount owing to the District will be paid in full not later than five (5) years following the expiration date of the academic leave. In regard to the Teacher Institute Program the obligation is half that of a full-time leave.

Repayment provisions relating to academic leaves may be waived upon recommendation of the Superintendent of Schools and approval of the Board of Education under circumstances such as personal or family illness or other unusual situations.

## Section 7

Further, members of the staff returning from academic leave shall work closely with their building principal reporting and implementing relevant findings.

# ARTICLE 17

## **TUITION REIMBURSEMENT AND WAIVERS**

### Section 1

**1.1** The district will pay tuition costs for all permanently certified unit members up to a maximum of twelve semester credits per fiscal year, for those approved graduate courses successfully completed to increase their competence in the subject or subjects which they teach or in subjects appropriate to their areas of service in the schools. In unusual circumstances, the Superintendent may approve reimbursement for undergraduate courses that otherwise meet the above criteria. The Board of Education may approve reimbursement beyond twelve semester credits in special instances upon the recommendation by the Superintendent of Schools. In instances where the tuition charged exceeds the regular per credit rate for the university involved, unit members must so note such excess on the approval form prior to registration for the course. In no case shall the basic tuition rate not be approved for such courses, and the Superintendent may approve the reimbursement of the additional tuition. The District and Association agree that the intent of the language in this section is not to provide reimbursement for courses which are intended to be applied to administrative certification.

1.2 For approved graduate courses successfully completed on or after January 1, 1993, part-time, permanently certified unit members shall be entitled to reimbursement as provided above, for a pro rata portion of tuition costs, e.g., a half-time teacher would be entitled to reimbursement for one half (1/2) of the tuition costs, for up to twelve (12) graduate credits per fiscal year.

1.3 Tuition reimbursement for courses taken for areas of certification other than that currently held by the permanently certified full-time teachers may be approved by the Superintendent based on his/her analysis of potential needs in the District.

1.4 Uncertified or provisionally certified unit members shall pay the full tuition costs of any graduate courses they may wish to take.

1.5 Tuition waivers will be distributed in the following manner:

1. Teaching staff (provisionally certified) who are not eligible for tuition reimbursement have first priority for tuition waivers.
2. Staff members who have been directed to achieve a new area of certification would have next priority.
3. All remaining staff members on a first come first served basis.

## Section 2

Payment will be made to the unit member when the District has received official notice that the course has been successfully completed and the unit member has paid the tuition. The unit member will provide the official transcript to the District as soon as possible. Reimbursement will not be made for tuition received under any scholarship, fellowship, or other subsidized program, nor to a unit member on academic leave receiving salary payments from Brighton Central Schools.

## Section 3

Payment of previously approved tuition costs will not be made to teachers failing to return to active service in the Brighton Central Schools immediately following the semester or college term in which the course was taken, unless a leave of absence has been granted by the Board, in which case reimbursement will be made when the unit member returns to active service.

## Section 4

Tuition waivers earned by teachers in the District who sponsor student teachers from Nazareth College will be given directly to the District. Sponsor teachers will have first rights to use these waivers for their own education. Each sponsor teacher will receive a letter from the District regarding said waiver, and will be asked to respond in writing regarding his/her desire in this matter. In the event the sponsor teacher chooses not to use the waiver, the waiver will be distributed in accordance with Section 1.5.

## **ARTICLE 18**

### **INSERVICE EDUCATION**

1. The Brighton Teacher Center under the general supervision of the Brighton Teacher Center Director will evaluate and recommend appropriate inservice courses to be financed and offered by the District or offered by other educational agencies. The teacher center's recommendations shall be submitted to the Director of Instruction. The Superintendent shall make the final recommendations for an inservice program.

The Brighton Teacher Center will coordinate scheduling and communication for inservice courses. The Brighton Teacher Center will also publish a list of available district inservice programs.

2. The following criteria shall be considered in the order listed in determining those courses to be included in the program:
  - a. Relevance of the inservice course to the immediate needs of the educational program in the Brighton Central Schools.
  - b. The amount of time required of participating teachers in class sessions.
  - c. The amount and complexity of outside work required of participants, such as assigned reading and written reports.
  - d. The extent to which the performance of the participants in the course is evaluated.
4. All unit members who teach an inservice course shall receive a per hour stipend as follows:

2000-01 -- \$39.75

2001-02 -- \$41.15

2002-03 -- \$42.59

## **ARTICLE 19**

### **SICK LEAVE**

#### **Section 1**

In order that members of the professional staff may have some salary protection during periods of sickness, twelve (12) days of individual absence due to sickness shall be allowed each school year without deduction of salary. Any unused portion of the annual allowance may be accumulated to a maximum of one hundred eighty (180) days. (The accumulated allowance will not be drawn upon until the twelve days allowable absence for sickness for that particular year has been used.) At the end of the school year in which the member first accumulates one hundred eighty (180) days, and the end of each school year

thereafter, the member may add unused personal days to accumulated sick leave days to a maximum of one hundred eighty three (183) days.

#### Section 1A

A probationary or tenured unit member may apply for sick days through a sick bank provided his or her own sick leave days were depleted following a disability. This will allow a staff member who is without sick days due to a long-term illness to be compensated for an occasional sick day during the remainder of the school year. This sick leave bank is established by other unit members voluntarily donating accumulated days from their reserve.

#### Section 2

Each unit member will be notified at the beginning of a new school year as to the number of days of allowable absence for sickness he/she has accumulated.

#### Section 3

The Board may require an annual chest X-ray of incumbent unit members to be paid for by the District. The Board may also require any incumbent unit member to have a physical examination by a physician of his/her own choice which will be paid for by the District.

#### Section 4

At the request of the Principal or the Superintendent of Schools, a certificate indicating illness of sufficient gravity to warrant absence from employment shall be signed and presented by the unit member to the Principal and attached to the payroll before payment for days absent due to sickness shall be made.

#### Section 5

In instances of prolonged or frequent illness, the Principal or the Superintendent of Schools may require a physical examination or a certification by the attending physician indicating the nature of the disability and the extent to which it may interfere or prevent the individual from performing the normal duties of his/her position.

#### Section 6

If an individual refuses to submit to such physical examination when requested by the Principal or Superintendent of Schools any claim for benefits under the sick leave provisions may be withheld by the Superintendent of Schools or denied by action of the Board of Education.

#### Section 7

The Superintendent of Schools shall seek the advice of the chief school physician and shall obtain a written opinion as to the individual's fitness to perform the normal duties of his/her position before disapproving a claim for benefits as provided under the sickness policies of the school district.

## Section 8

Upon severance of employment, all unused accumulated sick leave is canceled. No payment for unused reserves will be made. If re-employed, the accumulation of days of allowable absence for sickness will begin anew.

## Section 9

A further sickness allowance shall be extended to all unit members on probationary or permanent appointment and to all part-time unit members other than those on appointments of one year or less providing for the continuance of 70% of their salary. The District will pay 70% of salary to any disabled unit member for one year (365 days) from the first day of disabling illness or accident. A unit member will first use sick days and will receive full pay. Following the expiration of sick days, the District will pay 70% of salary for the remainder of the year. (For long term disability see Article 32, Section 5).

If the disabling illness or accident continues to prevent the staff member from returning to work for twelve or more consecutive calendar days, salary will be paid at the 70% rate retroactive to the first school day of the staff member's absence, following the expiration of full-time sick leave. The waiting period may be waived upon written application to the Superintendent of Schools and his approval of said application for waiver.

## Section 10

Of the twelve days allowable for illness, any or all days may be used for illness in the immediate family.<sup>7</sup> Under unusual circumstances, additional days for this purpose may be granted by approval of the Superintendent of Schools. When such additional days are granted, they shall be deducted from accumulated sick leave.

## Section 11

All members of the bargaining unit employed during the months of July and August will receive one day of sick leave per twenty (20) days of contracted employment. No additional sick leave will be granted for less than twenty (20) days of such employment, or for such employment that is more than twenty (20) but less than forty (40) days. Such sick leave will be granted at the Board-approved per diem rate for the summer work-day of the member of the bargaining unit. Any leave accrued but not used will not be added to the regular sick leave bank of the teacher. Additional sick leave days other than those granted specifically for the summer may be used if needed during the summer, but such days will be deducted from the regular sick leave bank.

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<sup>7</sup> The immediate family is defined as: spouse, parent, brother, sister, child, grandparent, or grandchild, by blood, marriage, or legal adoption - excluding uncles, aunts, nephews, and nieces who are blood relatives, unless they are living in the same home as the employee.



## **ARTICLE 20**

### **PERSONAL OBLIGATIONS**

Up to three days of absence per year without deduction in salary may be allowed for compelling personal obligations. Personal leaves shall be taken only for those obligations that cannot be met outside regular school hours. Use of personal leave for personal leisure or vacation purposes, or for other employment, is specifically prohibited. Unused personal days may be added to sick leave accumulation as per Article 19, Section 1.

A teacher who requests a personal day before or after a holiday or vacation period will be notified that personal days may not be used to extend vacations, and they are to be used only for addressing personal obligations that cannot be scheduled when school is not in session. The teacher will not be asked to tell the reasons for the personal day, but the District reserves the right to investigate instances of suspected abuse of Personal Leave.

Further absences beyond the three days without deduction in salary may be allowed. Such instances shall require approval of the Superintendent of Schools.

Among those reasons for which personal obligation leave may be taken are: (1) observance of religious holiday; (2) attendance at a funeral; (3) legal commitments unable to be scheduled when school is not in session; (4) accompaniment of children to college; (5) attendance or participation in a wedding; (6) moving of household when unable to be scheduled when school is not in session.

## **ARTICLE 21**

### **PROFESSIONAL OBLIGATIONS**

Up to three days of absence per year without deduction in salary may be allowed a staff member in order that he may accept invitations to make professional contributions of importance to school and community agencies and organizations. The full salary will be paid during the three days of allowable absence for professional obligations even if staff members receive honorariums for their professional contributions during such absences. More than three days absence for professional obligations without deduction may be allowed by special action of the Board of Education.

## **ARTICLE 22**

### **OTHER ABSENCES**

The Board of Education shall allow full or partial salary for absences due to death in the immediate family, call to jury duty, emergency closing of school, visitation days, conference attendance, and accidents, as recommended by the Superintendent of Schools.

## **ARTICLE 23**

### **DEATH IN THE FAMILY**

Unit members will be expected to take the number of days off necessary for a death in the immediate family, up to a maximum of five days. Under unusual circumstances, this allowable absence will be extended by the Superintendent. Days allowed will be at full salary.

## **ARTICLE 24**

### **JURY DUTY**

Unit members called for jury duty shall receive their salary less jury fees. When such duty occurs during scheduled vacation periods, jury fees will not be deducted.

## **ARTICLE 25**

### **EMERGENCY CLOSING**

In case of absence due to storms or other emergencies which require the schools to be closed, unit members shall receive full salary. In case of inclement weather when schools are not closed, unit members will make a sincere effort to be in attendance. No deduction in salary will be made when weather conditions prohibit attendance.

## **ARTICLE 26**

### **ABSENCE BEFORE OR AFTER A HOLIDAY**

No salary shall be allowed, except for illness or other allowable absences, for absence immediately preceding or following a school holiday or vacation period.

## **ARTICLE 27**

### **ACCIDENTS**

If an individual is injured while on the job and the Workers' Compensation Board rules that the injury is job related, the District will provide sick leave at full pay for the days that the individual is absent from work due to the injury up to 180 days. This sick leave will not be deducted from the individual's sick leave accumulation.

## **ARTICLE 28**

### **VISITATION TO OTHER CLASSROOMS**

#### **Section 1**

Probationary Staff Members - Unit members serving under probationary appointments may be provided with a substitute one day each year in order that they might visit other unit members within the system or in the Rochester area as directed by the Building Principal and the Superintendent of Schools.

#### **Section 2**

Permanent Staff Members - Unit members who have been given permanent appointments may be provided with a substitute one day each year in order that they might visit another school. The visit must be approved in advance by the Building Principal and the Superintendent of Schools.

## **ARTICLE 29**

### **CHILD CARE LEAVE**

#### **Section 1**

Unit members shall request leave under this Article at least thirty (30) days in advance of the leave.

#### **Section 2**

A unit member who is pregnant may apply for child care leave without pay. Written request for such leave shall be submitted to the Director for Administrative Services at least four months before the beginning of the leave. The request shall include the anticipated date of birth of the child and the dates of the leave.

#### **Section 3**

A child care leave shall not be granted to extend beyond the end of the second full semester from the date such leave begins. Return to service will be at the time that provides continuity of instruction. Consideration will be given to the beginning of the semester, the Holiday, February or Spring recesses. The school principal in consultation with the unit member will determine the time when the instructional program will be least hampered.

#### **Section 4**

The unit member must write the Director for Administrative Services not later than October 1 in the fall semester or February 1 in the spring semester before the expiration of the leave concerning her plans for the next school semester. If the Director does not receive such notice from the unit member, the Director will write the unit member not later than November 1 in the fall semester or March 1 in the spring semester concerning the unit member's plans for the next semester.

### Section 5

Unless an extension is requested and granted, the unit member must return to service at the beginning of the semester after expiration of the leave, or the Board shall terminate her/his service.

### Section 6

A unit member who becomes pregnant will have the following choices:

- (a) Apply the sick leave benefits in the Agreement to disability attributable to pregnancy. Such benefits may be applied no earlier than the date which her physician certifies as when she can no longer physically perform her assigned duties, and no later than the date which her physician certifies as when she can physically resume her assigned duties.
- (b) Request a child care leave without pay and not apply the sickness benefits in the Agreement.
- (c) Apply the sick leave benefit in the Agreement and request a child care leave without pay to commence upon the termination of pregnancy-related disability.

### Section 7

A unit member who adopts a child shall receive, upon request, a leave of absence without pay. Return to employment shall be governed by sections 3 and 4 of this article.

## ARTICLE 30

### **MILITARY LEAVE**

Any staff member on either probationary or permanent appointment who is called to active military service is entitled to return to a position in the school system as soon as such position is available after discharge from military duty. Full credit for compulsory military service experience will be allowed for salary, retirement, and seniority purposes. It is necessary, however, for the individual to make his own contributions to the retirement fund if credit is to be received for the period of military service.

## ARTICLE 31

### **OTHER LEAVES OF ABSENCE**

### Section 1

Leaves of absence for personal reasons other than academic leaves, sickness leaves, child care leaves, or military leaves may be granted to permanent staff members at the discretion of the Board of Education upon the recommendation of the Superintendent.

## Section 2

Leaves of absence without salary or benefits may be granted for study upon recommendation of the Superintendent of Schools and approval of the Board of Education.

## Section 3

The unit member must write the Director for Administrative Services not later than October 1 in the Fall semester or February 1 in the Spring semester before the expiration of the leave concerning his/her plans for the next school semester. If the Director for Administrative Services has not received such notice from the unit member, the Director will write the unit member not later than November 1 in the Fall semester or March 1 in the Spring semester concerning the unit member's plans for the next semester.

## Section 4

When short term leaves are granted, the Superintendent's notification of granting of the leave shall include the expected date of return.

# ARTICLE 32

## INSURANCE

### Section 1

Information generally describing the benefits available to members of the bargaining unit under the insurance plans provided for by this Agreement will be distributed to the professional staff.

### Section 2 - Health Insurance

2.1 The Board of Education shall provide a health insurance plan available to all full-time employees who are members of the bargaining unit. The plan includes Blue Cross Hospital Insurance, Blue Shield Surgical Insurance, In-Hospital Medical Care, Full Blue Cross/Blue Shield Maternity, Out-Patient, Blue Shield Diagnostic X-ray Out-patient Riders, and Major Medical Insurance or other carrier or coverage providing benefits of at least equal value.

As required by Federal statutes, the District shall make available to eligible employees participation in a qualified Health Maintenance Organization for the Monroe County area. Such participation shall be in lieu of Blue Cross/Blue Shield coverage or other carrier or coverage providing benefits of at least equal value.

2.2 A. The District shall be responsible for 100% of the premium for unit members who enroll in Blue Choice Select (Extended) and the Preferred Care Community equivalent. These offerings shall include chiropractic coverage. The District shall also be responsible for 100% of the premium for unit members who enroll in Major Medical only or Blue Cross/Blue Shield only, up to the cost of Blue Choice Select.

- B. Unit Members who enroll in any plan other than Blue Choice Select (Extended) or Preferred Care Community will be responsible for the difference in cost between Blue Choice Select and the other plan. (Ex. – Blue Choice, Preferred Care Comprehensive, Blue Cross Blue Shield/Major Medical).
- C. Unit members who enroll in Blue Choice Select (Extended) or Preferred Care Community and who elect Major Medical coverage shall be responsible for the actual cost of the premium for the Major Medical coverage.
- D. Unit members who enroll in a higher cost HMO (Blue Choice Extended or Preferred Care Comprehensive) and who elect Major Medical coverage shall be responsible for the actual cost of the premium for the Major Medical coverage as well as the difference in cost between Blue Choice Select (Extended) and the higher cost HMO.
- E. For the 2001-2002 school year, unit members who enroll in a health insurance plan that is not entirely paid by the District will receive up to a \$100 offset to the cost of the employee's contribution. For the 2002-2003 school year, unit members who enroll in a health insurance plan that is not entirely paid by the District will receive up to a \$200 offset to the cost of the employee's contribution. This provision does not apply to any employee contribution for a dental plan. In no event shall the amount received by the employee exceed the employee's actual amount of contribution.
- F. Unit members who elect dental coverage shall be responsible for ten percent (10%) of the dental premium.
- G. Illustrations of contribution levels are available through the Business Office.

\*(Unit members employed for less than 1.0 FTEs will receive pro-rated coverage as set forth in Section 2.3)

2.3 Teachers employed for .5 or more of full time shall be eligible for health insurance coverage, with the District's contribution, specified in 2.2 above, pro-rated based upon the proportion of the teacher's assignment as compared to full time.

2.4 All unit members shall have whatever premium share, if any, sheltered in a flexible spending account unless they elect otherwise in writing. Such unit member contributions must be made through payroll deductions on a monthly basis. A unit member must provide the District with a payroll deduction authorization within three (3) days after notification by the District that the unit member is responsible for a premium contribution. If the unit member fails to execute such authorization or subsequently revokes such authorization that unit member's enrollment in the plan shall be terminated. The unit member shall subsequently be eligible to re-enter the plan when payroll deduction authorization is provided.

2.5 As a further provision of this plan, the District shall make available a health insurance plan for full-time employees who retire under the New York State Teachers' Retirement System at the time they leave the District, provided they have served the District for a period of not less than ten (10) years. The employee shall be responsible for contributing towards the cost of the plan he/she elects at the same level as active employees at the time of retirement as set forth in Paragraphs 2.2 (A-D) above.\* Part-time personnel employed to work a minimum of twenty (20) but not more than thirty (30) hours per week for

twenty (20) years shall also be included under the provisions of this policy. Health insurance carried for retired employees shall continue family as well as individual coverage, but individual coverage may not be changed to cover a family after retirement.

Major Medical coverage for employees retiring after June 30, 1983, will continue at the same benefit level (unlimited maximum) until age 65. Starting in 1988-89 the major medical benefits will increase from \$50,000 lifetime to \$500,000 (maximum not reduced by prior claims) lifetime for those retirees 65 years of age or older.

\* Applies to those unit members who retire after June 30, 2000.

2.6 The Association and District agree to allow any unit member to re-enroll in a District health care plan (including after retirement) under Section 2.5 of this article. It is understood that the unit members who re-enroll after retirement may do so in the same plan, if available, at the same level of employee contribution in effect at the time of discontinuance. If the same plan is no longer available, the retiree will be provided comparable coverage under Section 2.1 of this article. It is also understood that unit members who re-enroll while still in active service to the Brighton Schools may do so in any plan at the employee contribution level in effect for their comparable group at the time of re-enrollment. Unit members who retire under this agreement and who meet the eligibility requirements at the time of retirement may enroll for the first time in retirement.

Unit members can choose to re-enroll during either of the two open enrollment periods and not be subject to pre-existing condition requirements. However, if the unit member experiences a "qualifying event" as defined under the insurance plan, i.e., loss of spouse's insurance, divorce, etc., the individual may re-enroll at the time of the event.

2.7 In the event that two spouses are both members of the bargaining unit represented by the Brighton Teachers Association and both spouses are receiving family coverage under the group health insurance plan provided by the District pursuant to enrollment in the plan by one of the spouses, and in the further event that both spouses retire and the spouse who was enrolled in the group plan predeceases his or her spouse then the District will ensure that the surviving spouse receives continued health insurance coverage.

2.8 Employees starting service in September may apply for insurance coverage beginning on September 1. Employees starting their services at other times during the year may elect coverage to become effective on the first of the month following the effective date of their employment. Employees who choose not to take the medical insurance program at the time of first employment may later make application to come into the program. A physical examination is necessary for such persons before being approved for coverage under the Major Medical contract.

2.9 Employees leaving active service with the school district shall have their insurance premiums paid by the Board through the last day of their last month of paid service. Employees who leave service at the end of the school year will have their premiums paid by the District through August of that year. Employees on leave of absence without pay may continue as members of the school district insurance group by paying the premiums in advance monthly to the payroll and insurance clerk.

### Section 3 - Dental Insurance Plan

The District shall provide a dental plan available to all full-time employees and part-time employees employed .5 or more of the time. This plan shall be the Blue Cross/Blue Shield Smile Saver, Option 4, or other carrier or coverage providing benefits of at least equal value. All eligible unit members who elect coverage will pay ten percent (10%) of the annual premium. Employees working less than .5 may belong to the dental plan at their own expense by prepaying the annual premium. Retirees who have carried dental insurance prior to retirement may continue to carry such coverage at the level of contribution that they paid prior to retirement, as long as the District continues to provide dental insurance to unit members. Beginning in 1988-89 a Dental surgery rider will be provided for those unit members who are enrolled in an HMO and drop the Major Medical coverage.

### Section 4 - Flexible Spending Plan

4.1 The District will make a flexible benefit plan available at no cost to all unit members.

4.2 The plan will be automatically implemented for any unit member for whatever portion of the health and dental insurance premiums for which the unit member is responsible unless the unit member elects otherwise in writing.

4.3 In addition, unit members may participate in all other options offered under the flexible spending plan. The District will notify members of enrollment periods.

### Section 5 - Long Term Disability Income Plan

The Board of Education shall provide a long-term disability insurance plan available to all full-time unit members who are members of the bargaining unit. Such insurance coverage shall provide for the continuation of seventy percent (70%) of the salary of any employee carrying the insurance beginning one year after the first day of disability and continuing throughout the permanent disability or the lifetime of an individual disabled by accident and until age sixty five (65) for an individual permanently disabled by illness. The District shall pay the entire cost of premiums for eligible employees who elect to participate for up to \$75,000 of salary.

### Section 6 - Medical Reimbursement Plan

The District shall contribute for each teacher an amount of money to be utilized for the Association Medical Reimbursement Plan. The amount shall be continued at \$650.00 per year for every full-time teacher employed on October 1 of each year. Persons employed between October 2nd and January 31st will be credited with fifty percent (50%) of the applicable amount. No credit will accrue for those employed after January 31st.

Before the end of July the District will pay one-half (1/2) the sum based on the estimated full-time equivalency times the dollar amount agreed to for that year to the Medical Reimbursement Fund. On October 1st the remaining balance will be paid. In addition, for each FTE teacher hired after October 1st and before January 31st, the District will pay one-half (1/2). The total of this supplementary payment will be issued to the Fund in February. It is the District's intent to make payments as close to the beginning of the months as possible.



## Section 7

Whenever the District proposes to change an insurance carrier or method of delivery of the program, the Director for Administrative Services shall confer with the president of the Association to assure that the new program or other proposed changes is at least equal to the level of benefit previously offered.

## ARTICLE 33

### **PROFESSIONAL DEVELOPMENT**

#### Section 1

Conferences and workshops provide excellent opportunities for staff members to become informed and stimulated regarding changes in educational practices and procedures. In addition to the individual growth realized through participation in such activities, the school system should receive numerous benefits from the information and ideas brought back by participants.

#### Section 2

The Superintendent of Schools, in his discretion, shall approve the attendance of staff members at conferences or workshops, with expenses reimbursed by the District. Maximum per diem and travel allowances for such expenses shall be established by the Board of Education. The Board periodically shall review current costs of attending conferences and workshops in order to re-evaluate these allowances.

#### Section 3

The following regulations shall apply to conference and/or workshop attendance:

1. Attendance at conferences or workshops must be approved in advance by the Superintendent of Schools.
2. Throughout the year, the Curriculum Coordinators and/or Teacher Center Director shall distribute descriptions of conferences and workshops of particular interest to appropriate members of the professional staff.
3. The Building Principal shall make available to his faculty conference and workshop attendance policy, the list of conferences and workshops, and the amount budgeted for his/her school.
4. The Building Principal shall submit to the Superintendent the names of staff members from his building recommended by him for conference or workshop attendance.
5. Cost of travel by public carrier shall be allowed in full. (No allowance is made for New York State taxes which are exempt for educational purposes.) When use of a private auto is necessary, reimbursement shall be at the rate established by the IRS as of July 1. Requests for travel advances should be submitted to the Superintendent of Schools in writing and should including estimate of expenses.

6. Any staff member who attends a conference or workshop with expenses reimbursed by the District shall submit copies of a written report to the Building Principal and the Superintendent of Schools. In addition, the Staff member may be requested to present a written or oral report to fellow staff members in an appropriate departmental or grade level meeting.

## ARTICLE 34

### **CALENDAR**

#### Section 1

The Superintendent of Schools will work cooperatively with the President of the Association or his representative in the preparation of the school calendar prior to the Superintendent's recommendation to the Board of Education.

#### Section 2

Any modification which may be proposed by the Superintendent which would increase the number of teacher attendance days beyond 186 for a school year shall be subject to the notification and negotiation requirements of Article 51. Any other modifications within the Board-adopted calendar shall be made only after consultation with the President of the Association, but the provisions of Article 51 shall not apply.

#### Section 3

On staff orientation day, building and District meetings will occur between 8:00 a.m. and Noon.

#### Section 4 – Collaborative Days

##### **A. Guidelines**

1. Each teacher will work two (2) collaborative days.
2. The work will address District, building, grade level and/or subject educational goals.
3. "Collaborative" means two or more people actively working together on a project.
4. Work may be done anytime outside the professional workday (e.g. evenings, weekends, vacations) between the last day of school of one year and the last day of school the next. (June 24, 2000 – June 22, 2001)
5. A collaborative day is considered to be six (6) working hours. Work that is done on units of less than a half day (<3 hours), needs to be part of a unified plan. For example, teachers may attend a two-hour workshop and have follow-up meetings together in the building.
6. Participants will determine the dates(s) of the work.

7. Work will take place on school property or in a professional environment.
8. If a whole school staff chooses to work together on a proposal, the Brighton Teachers Association will determine if the building is indeed willing to work on that proposal and on the specified day(s).

#### **B. Process**

1. Plan is developed by teacher(s) using the collaborative work guidelines.
2. Work is done.
3. Each teacher completes his/her Collaborative Work form and gives it to the building principal.

#### **C. Examples of Uses of Collaborative Work Days**

- ⇒ Colleagues working together on an educational project or instructional program
  - ⇒ Working with your team or department
  - ⇒ Working on a building project
  - ⇒ Working on an interdisciplinary project
- ⇒ District-approved summer work that is collaborative in nature, if the stipend is waived.
- ⇒ Summer training for which you are not paid
- ⇒ Teacher Center Courses
- ⇒ Workshops and conferences outside the school day
- ⇒ Action research projects and study groups
- ⇒ Work on a Professional Development Plan or Annual Professional Review Plan that has a collaboration component
- ⇒ Graduate classes that are not reimbursed with the District
- ⇒ Work that is an extension of summer curriculum work or other paid training
- ⇒ Working with teaching colleagues in other Districts

#### **Section 5**

When there is an identified mutual interest between the District and the teachers on a building or District level, early release days may be taken or additional time may be scheduled. The decision for taking these early release days or making additional time will be reached through the shared decision making process and be submitted for approval to the Superintendent of Schools and the BTA President.

## Section 6

Up to three half-days of Superintendent Conference Days may be used for parent conferencing on a building basis. (The three half-days may be taken in a one full day, one half-day combination).

## Section 7

In addition, substitute teachers will be retained in order to allow each teacher responsible for parent conferencing in grades one through eight, two half-days or one full day per year for this purpose. Kindergarten teachers will be allowed three half-days or one full day and one half-day for this purpose. Scheduling of these full days or half-days will be arranged by the principal of each building. Upon request of a unit member, principals may, with the approval of the Superintendent, grant to teachers in grades K-5 additional parent-teacher conference time as needed.

## ARTICLE 35

### **CLASS SIZE AND PUPIL-TEACHER CONTACT TIME**

#### Section 1

1.1 Class size is recognized as being an important factor in providing quality education. It is also recognized that there are other factors which may be of equal or greater importance in providing quality education. In certain instances it may be necessary or educationally sound to maintain classes larger than the stated maximum.

1.2 Pupil-teacher contact time is also recognized as an important factor affecting the quality of education. In unusual instances it may be necessary or educationally sound to exceed the stated maximums for pupil-teacher contact time. The stated maximums for pupil-teacher contact time will be used in planning for the utilization of professional staff.

1.3 If a class is larger than the stated maximum or if pupil-teacher contact time exceeds the stated maximums, the principal will notify the teacher involved and the Superintendent or his/her designee in writing. Upon receipt of this written notification, a copy of such will be forwarded to the president of the Association. The teacher involved will then be consulted by the principal regarding the matter. If the matter has not been resolved at the building level and the teacher requests it, a conference with the Superintendent, the principal, the teacher, and an Association representative will be held to discuss the matter further. Final resolution of the matter will be made by the Superintendent.

#### Section 2 - Class Size

The current policy of the Board of Education on class size is as follows:

##### Average Class Size:

Grades K 19-23 students per class  
Grades 1-2 21-24 students per class  
Grades 3-4 25 students per class  
Academic Subjects 5-8 25 students per class  
Academic Subjects 9-12 25 students per class

##### Maximum Class Size:

Grades K-7 29 students per teacher per class  
Grades 7-12 29 students per teacher per class in 5 medium-sized groups<sup>8</sup>

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<sup>8</sup> Teachers assigned across grade levels in the middle schools can be assigned more than 5 medium-sized groups.

Within the English Department at the High School level, writing courses and basic level courses shall have an average class size not to exceed 23.

Class sizes in physical education, performing music groups, and personal typing are not subject to the above maximums.

Available space and student safety are important factors which will be considered in determining class sizes for industrial arts and home economics.

### Section 3 - Pupil-Teacher Contact Time

The current policy of the Board of Education on pupil-teacher contact time is as follows:<sup>9</sup>

Kindergarten - The maximum assigned pupil contact time per teacher shall be 22.5 hours per five-day cycle.

#### Grades 1-5

The maximum assigned pupil contact time per teacher shall be 27 hours per six-day cycle.

#### Grades 6-8

1. The maximum assigned pupil contact time per teacher shall be 27 hours per six-day cycle.
  - A. Maximum assigned direct teaching time per teacher shall be 22.5 hours per six-day cycle, except for art, home economics, industrial arts, instrumental music, and physical education teachers, who may be assigned more than 22.5 contact hours of direct teaching time per six-day cycle.
  - B. Maximum assigned pupil contact time, excluding homeroom, beyond the 22.5 contact hours under 1-A, shall be 4.5 hours per six-day cycle. Teachers responsible for supplementary instructional activity such as a mini-course or interest area requiring additional preparation shall be allotted appropriate preparation time within the 4.5 hours, if they so desire.

Every effort will be made to avoid requiring a regular classroom teacher to travel between two or more buildings more than once during any given school day.

The teaching of supplementary instructional activity such as a mini course shall be voluntary.

#### Grades 9-12

1. The maximum assigned pupil contact time per teacher shall be 106 mods per six-day cycle.
  - A. Maximum assigned direct teaching time per teacher shall be 81 mods per six-day cycle with the exception of art, home and career skills, technology, instrumental music, driver

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<sup>9</sup> Except for instrumental music teachers, teachers who travel between buildings will be credited with twenty-five (25) minutes of contact time for each one-way trip.

education, and physical education teachers, who may be assigned more than 81 mods of direct teaching time per six-day cycle. Teachers in science who request different lab arrangements may go over the stated maximum. The total assigned direct teaching time for science teachers shall not exceed the equivalent of four classes plus laboratories as described prior to modular scheduling.

- B. If a deviation from normal scheduling practices in the high school would result in the teacher being relieved of a duty or assignment, the Principal will notify the Association. See Memorandum of Agreement Page 63 for further clarification.

The Association president will be given a copy of the High School master schedule as soon as it is available.

#### Section 4 - K-5 Special Area Contact Time

The maximum assigned pupil contact time per special area teacher shall be twenty seven (27) hours per six-day cycle. Within the current school days and work schedules at the K-5 buildings, it is the expectation that the District will be able to regularly schedule the direct teaching part of the assignment up to twenty four (24) hours per six-day cycle for physical education, art and vocal music. When the District finds it appropriate to schedule more than the twenty four (24) hours described above, the BTA President shall be consulted before implementation.

This shall supersede the limitations in paragraph 7 of the September 16, 1991, Council Rock memorandum. It shall not be applicable to any other grade level or grade/schedule or school day configuration.

#### Section 5

The District will continue the current Board class size policy until they receive the recommendations from the District Class Size Committee. Before any changes are made to the policy, the BTA shall have the right to negotiate the impact of these changes.

#### 1-5 Contact Time -- Commitment Statement

##### Classroom Teachers

1. In the event of departmentalized grade 5, up to 4.5 hours per cycle of supplemental time with homeroom children shall be scheduled beyond the 22.5 hours of direct teaching time to a total maximum of 27 hours pupil contact time. The supplemental time shall be for the enhancement of a well-rounded educational program, such as, but not limited to, time used for silent reading, organized games, circle discussions, recess, listening/thinking skills, individual or small group help, and/or skills streaming.
2. The District and BTA do not intend to institutionalize a departmentalized 5th grade. The parties do intend to support and encourage flexible scheduling in grades 1-5 in order to meet the needs of the instructional programs.

## ARTICLE 36

### **ASSOCIATION RELEASE TIME AND OFFICE SPACE**

#### Section 1

The Brighton Teachers' Association President will be assigned three (3) classes per day, rather than the five (5) classes normally assigned to a full-time teacher during the school year. In addition, the President will not be assigned a supervisory/administrative assignment. The Association shall reimburse the District one-half of the cost of the replacement (1/2 of .4).

#### Section 2

The Brighton Teachers' Association President shall be granted up to five (5) full days of release time. Such release time shall be allocated for responsibilities associated with the President's office. The cost of the substitute teacher for those release days shall be the Brighton Teachers' Association's responsibility. Up to five (5) additional days of release time may be granted by the Superintendent of Schools upon request from the Brighton Teachers' Association President. The substitute teacher costs for these additional days shall be the Brighton Teachers' Association's responsibility. The President may delegate any or all of his/her release days to an authorized representative.

#### Section 3

The chairperson of the Association's negotiating team will be allowed sufficient release time to work cooperatively with the chairperson of the Board's negotiating team on the final drafting of contract language.

#### Section 4

The Brighton Teachers' Association is to be furnished for one dollar annually, an office in a mutually agreed upon location.

#### Section 5

In the event the language in Section 1 of this Article does not fit the teaching position of the BTA President, the parties will meet to discuss Section 1.

## ARTICLE 37

### **ASSOCIATION REPRESENTATION**

#### Section 1 - Curriculum Council

The President of the Association will be a voting member of the Curriculum Council.



## Section 2 - Superintendent

The Superintendent shall meet on a regular monthly basis with the President of the Association to discuss matters of mutual interest and concern, with additional meetings to be scheduled by mutual agreement.

## Section 3 - Board of Education

The Association will appoint an advisory representative to the Board of Education. This representative may attend all public meetings of the Board and be supplied with all materials provided to all Board members except those precluded by law. He/she may also attend private meetings of the Board unless specifically requested not to by the presiding officer of the Board.

### ARTICLE 38

#### **SUBSTITUTE TEACHER DUTIES**

It is agreed that regular teachers shall not be expected to assume substitute teacher duties, except in cases of emergency.

### ARTICLE 39

#### **REPLACEMENT OF PERSONAL EFFECTS**

It is agreed that the District will reimburse unit members for the reasonable cost of replacing or repairing dentures, eye glasses, hearing aids, other prosthetic appliances, clothing, or other personal property, not covered by workers' compensation, which are damaged or destroyed or stolen as a result of an assault suffered by a unit member while the unit member was acting in the discharge of his/her duties.

It is also agreed that unit members will be provided with a place where personal belongings can be secured by a lock.

### ARTICLE 40

#### **IN-DISTRICT TRAVEL**

It is agreed that unit members who use their private automobiles for necessary travel within the school district will be reimbursed at the rate of the IRS deduction for travel to be determined on July 1 of each year. This shall include but not necessarily be limited to unit members who must move from one building to another during the school day. Under no circumstances shall unit members be required to transport students in their own automobiles.

## **ARTICLE 41**

### **MAINTENANCE OF PHYSICAL CONDITIONS**

All physical and environmental conditions provided for the professional staff shall be maintained at not less than the standards in effect in the District at the time this Agreement is signed except for conditions created by unforeseen emergencies or by exigencies resulting from the new building program. Normal wear and tear is to be expected and will be taken care of in accordance with the regular maintenance program of the District.

## **ARTICLE 42**

### **DUTY-FREE LUNCH PERIOD**

The Board agrees to fully abide by and implement the statutory provisions of the Education Law relating to a minimum of thirty (30) minutes duty-free period for all professional staff.

## **ARTICLE 43**

### **REASSIGNMENT OF STUDENTS**

Before any student is reassigned to any class, all unit members involved in the reassignment will meet with the guidance counselor and principal to discuss the proposed move. The final decision will be made by the principal based on the outcome of this meeting. The provisions of this article shall not affect student transfers made during the first four calendar weeks of a course.

## **ARTICLE 44**

### **UNCERTIFIED TEACHERS**

The official list of uncertified teachers will be available on request by the Brighton Teachers' Association.

## **ARTICLE 45**

### **SENIORITY**

#### **Section 1 - Layoff and Recall**

**1.1** The District shall adhere to New York State Education Law, which addresses itself to seniority in the layoff and recall of full-time unit members.

1.2 In the event that two or more unit members have the same day of hire and the same starting date of employment, seniority will be determined by lottery.

1.3 Every effort will be made to update seniority lists annually by December 1st. Seniority lists for layoff purposes will be available in the office of the principal. The preferred list for recall will be maintained in the Central Office.

1.4 Unit members who are to be laid off will be notified by April 15 if the decision has been made by that date. A unit member will not be laid off after May 15 except as a result of a decline in enrollment in the area to which the unit member to be laid off is assigned, program cuts due to a budget revision and/or court decisions, state agency rulings or rulings of the Commissioner of Education of the State of New York which cause the District to replace one unit member by another.

1.5 If a unit member in the District is released because the job is eliminated, the Administration will, if requested to do so by the unit member, provide assistance to the unit member in seeking a teaching position elsewhere. Such assistance may or may not include a recommendation to other prospective employers.

1.6 The Administration will notify unit members whose positions in the Brighton Central Schools have been eliminated of openings in the Brighton Central Schools in their area of certification for a period of one calendar year following the termination date of their employment with the Brighton Central Schools.

## Section 2 - Unit Member Transfer

2.1 Seniority for unit member transfer shall be defined as the length of continuous service with the Brighton Public Schools as a member of the bargaining unit and shall be computed from the most recent day of hire.

# ARTICLE 46

## UNIT MEMBER TRANSFERS

### Section 1

Any unit member who wishes to make a change in building, grade level, or subject assignment should notify the Superintendent of Schools in writing no later than February 15<sup>th</sup> for the following school year. The unit member will be notified in writing that his or her request was received and will receive a copy of the posting(s) for which they requested a transfer.

### Section 2

All openings are considered vacancies, and all bargaining unit vacancies, excluding substitute appointments of less than a full year, shall be brought to the attention of members of the staff of the Brighton Central Schools through the posting of such vacancies. These postings will occur as soon as possible and be in place for five (5) school days. Part-time staff will be notified individually of full-time vacancies. When vacancies become available during the summer months, the District will notify, in writing, those teachers who have expressed a desire to transfer.

### Section 3

Following posting of vacancies, all transfers will be considered in the following manner:

1. teacher preference
2. seniority
3. involvement of the BTA President prior to any decision if:
  - a. a "clear professional reason" is to be used
  - b. the District is to consider selection of an out of District candidate

### Section 4

When the District has decided to close a school, the Superintendent shall notify the President of the Association, and the President and the Superintendent shall work together to formulate guidelines for implementing necessary transfers arising from such closings. The District and the Association, through their representatives shall seek to arrive at mutually agreeable guidelines prior to final recommendation by the Superintendent and approval by the Board, of transfers deemed by the Superintendent to be in the best interests of the District's educational program.

## ARTICLE 47

### **USE OF COLLEGE PERSONNEL**

Staff members of area colleges will not be used as non-paid instructors on a regular basis in credit bearing courses in the Brighton Central Schools. This does not limit students from attending area colleges while still attending the Brighton Central Schools in order to take courses provided at those colleges.

## ARTICLE 48

### **JOB SHARING**

Tenured unit members may apply for job sharing. The District will determine the availability of job sharing positions. Teacher(s) wishing to share a position shall fill out an application provided by the Personnel Office. Application should be made on a one year basis and must be renewed every year. Initial and renewal applications should be made prior to February 1.

1. Unit members shall be paid on a pro-rated basis of their appropriate base salary.
2. Unit members shall retain full seniority earned prior to becoming a job sharer. Additional seniority shall continue to accrue on a pro rata basis during the time served as a shared teacher.

3. Unit members shall retain sick leave benefits accrued immediately prior to job sharing and shall be granted sick leave, personal obligation days, and professional obligation days on a pro rata basis and for the conditions set forth in Articles 18, 19 and 20.
4. Job sharers shall attend full workshop days, open house, and such other professional meetings as may be required without the payment of additional salary.
5. Job sharers who elect to participate in the insurance coverage set forth in Article 31, will pay the portion of the premium the same as a part-time unit member.
6. Job sharers may not substitute for each other without the approval of their supervisor.
7. Applications may be or may not be approved on a yearly basis. Names and subject area or grade level of applicants will be forwarded to the BTA President for confirmation.
  - a. If denied, the unit member shall be notified no later than May 1 and the reason for denial be given in writing.
  - b. At the time an application is approved, the unit member(s) shall agree in writing:
    1. to their school and subject assignment for the year
    2. to the rate of compensation for the assignment
8. Upon the conclusion of a job sharing position, a unit member shall return to a full-time position in the District with all rights and benefits unless the job sharing position is continued for another year.

#### **ARTICLE 49**

#### **STUDENT TEACHERS**

##### **Section 1**

Student teachers will be assigned only to teachers who volunteer to act as cooperating teachers.

#### **ARTICLE 50**

#### **LEGISLATIVE CHANGE**

It being understood by and between the parties to this Agreement that sections 3012 and 3020-a of the New York State Education Law, as amended, afford certain protections to teachers on tenure appointments in the District. It is understood and agreed by the parties that if, during the term of this Agreement, either, or both, or the aforementioned Sections are abolished by the New York State legislature, and not replaced by statutorily prescribed procedure to be followed for non-renewal of a tenured unit member, the parties agree to enter into good faith negotiations concerning creation of a negotiated procedure to be followed in the event of such non-renewal of a tenured unit member.

## **ARTICLE 51**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1**

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

#### **Section 2**

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

#### **Section 3**

Any individual arrangement, agreement or contract between the Board and an individual unit member heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made, subject to, and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract, contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### **Section 4**

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

Section 5

Copies of this Agreement shall be printed at the expense of the Board and given to all unit members now employed within a reasonable time after its execution. The Board will furnish to the President of the BTA by the second Tuesday in August, the names of all new unit members and enough copies of this Agreement for his distribution to new personnel in the negotiating unit.

The foregoing represents the entire Agreement between the parties, and is hereby affirmed to the collective negotiating contract subject to formal ratification by the Association and the Board.

IN WITNESS WHEREOF we hereunto set our signatures this <sup>24<sup>th</sup></sup> day of *August*, 2000  
at Rochester, New York.

For the Association:

For the District:

*Deborah Larrabee*

*Henry J. Peris*

# SCHOOL NURSE TEACHER AGREEMENT

1987-90

The following agreements represent the discussion between the Brighton School District and our School Nurse Teachers as represented by the Brighton Teachers Association. These agreements are for the life of the present contract - July 1, 1985 - June 30, 1987.

1. The School Nurse Teacher, when assigned, will supervise the health program and health offices.
2. The School Nurse Teacher in the K-4 grades will teach the Health Education Curriculum. The intent of this agreement is that K-4 teachers will not be responsible for teaching the Health Education Curriculum, as long as School Nurse Teachers are employed in the District.
3. Input from the School Nurse Teacher will be invited, when the School Nurse Teacher is available, prior to the hiring and evaluation of school nurses.
4. The two School Nurse Teachers presently employed will continue as School Nurse Teachers in Brighton until they resign or retire.

Sal R. Blah  
Acting Superintendent of Schools

7/17/87  
Date

Deborah L. Lorraine  
Brighton Teachers Association President

7/17/87  
Date



MEMORANDUM

To: Dr. John W. Washburn, Jr., Superintendent of Schools

From: Daniel Heffernan, Principal  
Debbie Larrabee, BTA President

Date: December 10, 1984

Subject: Memorandum of Understanding to Interpret I.A. and H.E. Assignments

Industrial Arts and Home Economics teachers will have no more than five classes. One of the five classes may have more students than the number of work stations available and/or safety conditions permit. Therefore, one of the five classes may be split into two sections. If that occurs, the teacher involved will be notified before class schedules are arranged to allow for course designs to be changed.

Date: 12/10/84

Signature: Daniel F. Heffernan  
Principal

Date: 12/10/84

Signature: Debbie Larrabee  
BTA President

Date: 12/12/84

Signature: John W. Washburn  
Superintendent of Schools

cc Attached

Advanced Drafting		x	20
Advanced Woodworking	x	x	15
Architectural Design		x	20
Drafting		x	20
Electronics	x	x	15
General Electricity	x		17
General Woodworking	x		17
Graphic Arts I/II	x		17
Metals I/II	x		17
Power Mechanics	x		17
Clothing Construction I/II		x	15
Creative Cooking I		x	18
Foreign Foods III		x	18
Gourmet Foods II		x	18

FBH:ib  
11/29/84 (Revised)

MEMORANDUM OF UNDERSTANDING

It is hereby understood and agreed between the Brighton Central School District and the Brighton Teachers Association that:

1. Effective July 1, 1979 and thereafter, if a bargaining unit member, who has recall rights from the preferred recall list, accepts a long-term substitute appointment in the Brighton Central School District and if that long-term substitute service is for at least one full, regularly scheduled semester, that individual will be credited for seniority purposes with the length of time actually worked under that long-term substitute appointment;

2. Such crediting of seniority shall occur only after that bargaining unit member has been recalled to a bona fide vacant position with the District;

3. In an effort to assist in the interpretation of this Memorandum the parties have developed the following example:

Employee A has three years of credited seniority and is on the recall list with recall rights; Employee B has four years of credited seniority and is encumbering a position in the same tenure area from which A was excessed; Employee B then takes an unpaid leave of absence of two years duration and Employee A is appointed as a long-term substitute to fill in behind Employee B; At the end of the two-year period, Employee B returns to her position and Employee A goes back on the recall list having completed two years as a long-term substitute; the following September Employee C, who is in the same tenure area as Employee A and Employee B, resigns her position, thereby creating a vacancy which the District elects to fill; Employee A is recalled from the recall list and is assigned to the vacancy created by Employee C's resignation; both Employee A and Employee B work for that full school year, at the end of that school year Employee A would be credited with a total of six years of seniority (three years at the time of excessing, two years as a long-term substitute and one year of employment after recall); while Employee B would have a total of five years

SUBJECT: ADMINISTRATIVE ASSIGNMENTS

1. The notification required by Article XXXIII, Section 4, 9-12 1 B shall be made prior to the teacher(s) being relieved of the duty or assignment.

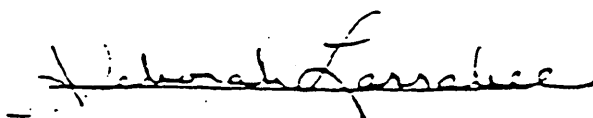
2. After notification, the Association shall have the right to request and obtain a meeting for the purpose of discussion and consultation regarding the assignments, after which the Principal shall have the right to make the assignments without negotiation or agreement being required.

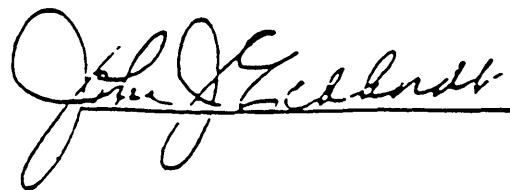
3. Teachers shall not be assigned to cafeteria duty for more than one half of the administrative mods (presently 6 of 13) unless all teachers are assigned the additional cafeteria mods on an equitable basis. The fact that cafeteria mods may not exceed 6 without equitable distribution is not to be taken as evidencing an intent on the part of administration to increase cafeteria assignments.

Dated: June 14, 1990

BRIGHTON TEACHERS ASSOCIATION

DISTRICT





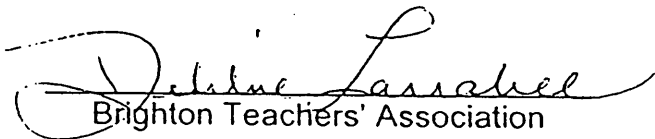
**BRIGHTON CENTRAL SCHOOL DISTRICT  
AND  
BRIGHTON TEACHERS' ASSOCIATION**

\*\*\*\*\*

**SICK LEAVE BANK AMENDMENT**

A unit member is entitled to the following options for use of days when out on long-term disability and use of sick leave bank from return of disability through the end of the school year:

- The unit member may hold up to two sick leave days during the period of disability that would otherwise exhaust all sick days, to be available at a later time. The unit member would be entitled to 70% disability pay for those two days.
- The unit member would be eligible for up to three days from the Sick Bank Reserve.
- The unit member may borrow up to two days from his or her next year's sick leave allocation.

  
Brighton Teachers' Association

  
Brighton Central School District

6/15/98  
Date

6/16/98  
Date

**Gary C. Valenti**

*Director for Administrative Services*

## Memorandum

TO: Debbie Larrabee

FROM: Gary Valenti *GV*

DATE: June 30, 1998

SUBJECT: Adoption Benefit

The District recognizes that employees choose to build their families in many ways. As such, the District would like to support employees who are adoptive parents by offering an adoption benefit to all full and regular part-time employees who meet certain eligibility requirements. The benefit would provide reimbursement for some expenses incurred during the adoption process up to a set amount. The specifics of the benefit are as follows:

- Employee Eligibility
  - Full time employees (30 or more hours per week) eligible for full amount
  - Part-time employees (20-29 hours per week) eligible for pro-rated amount
  - Minimum one calendar year of service
  - Must provide at least one year of service following reimbursement or full amount must be refunded
- Amount of Reimbursement
  - Up to \$2,500

- Expenses Reimbursed
  - Agency and placement fees
  - Transportation costs
  - Immigration, immunization and translation fees (foreign adoption)
  - Medical expenses of child prior to adoption
- Conditions for Reimbursement
  - Reimbursement applicable for adoption of child up to 18 years of age
  - Reimbursement not applicable for placement of child for foster care
  - Reimbursement not applicable in stepparent/stepchild adoptions or when either adoptive parent is related to the child
  - Expenses reimbursed upon finalization of adoption

This benefit would become part of your collective bargaining agreement and would be effective for all adoptions taking place on or after July 1, 1998. If you have any questions about the proposed benefit, please give me a call. To indicate your acceptance of these terms, please sign and date the enclosed copy of this memorandum and return to me no later than July 17, 1998.

bm

# TEACHER ATTRIBUTES

## PLANNING AND PREPARATION

Teachers provide instruction which reflects an understanding of the content to be taught. Instruction is clear, includes sound assessment methods and is appropriate for the range of students in the class.

- ◆ Demonstrating Knowledge of Content and Pedagogy
  - Content
  - Prerequisite learning
  - Content-related pedagogy
- ◆ Demonstrating Knowledge of Students
  - Characteristics of age group
  - Varied approaches to learning
  - Skills and knowledge
  - Interest and cultural heritage
- ◆ Selecting Instructional Goals
  - Importance of goals
  - Clarity of goals
  - Suitability for all students
  - Appropriate balance of knowledge, skills and values
- ◆ Demonstrating Knowledge of Resources
  - Resources for teachers
  - Resources for students
- ◆ Designing Clear Instruction
  - Learning activities
  - Instructional materials and resources
  - Instructional groups
  - Lesson and unit structure
- ◆ Assessing Student Learning
  - Congruence with instructional goals
  - Use of criteria and standards
  - For planning and instruction



- Activities and assignments
- Grouping of students
- Instructional materials and resources
- Structure and pacing
- ◆ Providing Feedback to Students
  - Quality (accurate, substantive, constructive and specific)
  - Timeliness
- ◆ Demonstrating Flexibility and Responsiveness
  - Lesson adjustment
  - Response to student interests and needs
  - Advocates for students
  - Persistence for student success

## **PROFESSIONAL RESPONSIBILITIES**

Teachers have an interest in their professional growth. They are self-reflective practitioners who go beyond the technical requirements of their job and contribute to the well being of their school and school district. Teachers collaborate with peers and make contributions to the profession as a whole. They effectively communicate with the families of their students.

- ◆ Reflecting on Teaching
  - Analysis of instruction
  - Future applications
- ◆ Maintaining Accurate Records
  - Student completion of assignments
  - Student progress in learning
  - Non-instructional records such as attendance
- ◆ Contributing to the School and District
  - Collaboration with colleagues
  - Participation in school and district projects
- ◆ Growing and Developing Professionally
  - Enhancement of content knowledge and teaching skill
  - Contributes to the profession
  - Open to change
- ◆ Communicating with Families
  - Information about the instruction program
  - Information about individual students
  - Engagement of families in the instructional program

**PROFESSIONAL GROWTH PLAN PROPOSAL\***

Name \_\_\_\_\_

Assignment \_\_\_\_\_

School \_\_\_\_\_

School Year \_\_\_\_\_

**Professional Growth Focus:****Description of the professional growth opportunities in which you will engage:****Collaborators who have agreed to work with you:**

Unit Member's Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*This form is to be used in non-evaluation years.****Please submit to Building Administrator between June 15<sup>th</sup> and September 30<sup>th</sup>.**

**PROFESSIONAL GROWTH PLAN SUMMARY**

Name \_\_\_\_\_ School \_\_\_\_\_  
Date \_\_\_\_\_ Assignment \_\_\_\_\_

**In implementing my professional growth plan, I engaged in the following activities:**

**By engaging in these activities I learned...**

**As a result of this learning, some reasonable next steps for my professional development are:**

Unit Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please submit to Building Administrator at summative conference – no later than June 1<sup>st</sup>.**

**EVALUATION YEAR POST-OBSERVATION CONFERENCE FORM**

Name \_\_\_\_\_

Date of Observation \_\_\_\_\_

Lesson Observed \_\_\_\_\_

**We talked about...****Follow-up if appropriate:**

Unit Member's Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

**To be completed by Building Administrator and Unit Member after each Post Observation Conference.**

**EVALUATION REPORT**

Name \_\_\_\_\_

Assignment \_\_\_\_\_

School \_\_\_\_\_

School Year \_\_\_\_\_

This narrative reflects teacher performance using teacher attributes identified in Appendix A as a reference. Each attribute category, (planning and preparation, classroom environment, instruction, professional responsibilities), must be included in the evaluation.

**Unit Member Comments:**

Unit Member's Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

**To be presented by Building Administrator to Unit Member no later than June 1st.**

## Collaborative Work 2000-01

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

Brief description of work:

Hours:

Participants:

---

Brief description of work:

Hours:

Participants:

---

Brief description of work:

Hours:

Participants:

---

**Collaborative work equivalent of 2 days or 12 hours has been completed.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Return to building principal by June 1<sup>st</sup> , if completed by that date , but no later than June 22<sup>nd</sup>.*

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