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#### Contract Database Metadata Elements

Title: **Brittonkill Central School District and Brittonkill Teachers Association (2001)**

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Union: **Brittonkill Teachers Association**

Local:

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Brittonkill Central School District  
(Brunswick) And Brittonkill Teachers  
Assn

## **AGREEMENT**

**between**

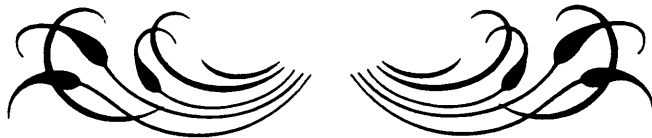
**CHIEF EXECUTIVE OFFICER**

**of the**

**BRITTONKILL CENTRAL SCHOOL DISTRICT**

**and**

**BRITTONKILL TEACHERS ASSOCIATION**



**July 1, 2001 - June 30, 2006**



**RECEIVED**

**AUG 02 2002**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

117

## **PREAMBLE**

This agreement entered into as of February 27, 2001, by and between the Chief Executive Officer of the Brittonkill Central School District (hereinafter referred to as "District") and the Brittonkill Teachers Association (hereinafter referred to as "Association") will cover the period July 1, 2001, through June 30, 2006, and is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the District.

## **ARTICLE 1**

### **NEGOTIATIONS**

- 1.1 On or about November 1, but no later than November 15 in the expiration year of this Agreement, the parties will enter into good-faith negotiations over a successor agreement. If such an agreement is not concluded by sixty (60) days prior to the annual meeting of the District, either party may request conciliation. Said party will notify the Public Employment Relations Board in writing that an impasse exists and, further, that conciliatory assistance is requested.
- 1.2 Neither party in any negotiations will have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement will be executed without the ratification of the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The District has recognized the Association as the exclusive negotiating agent for the unit described in Section 2 of this Article.
- 2.2 The bargaining unit shall be comprised of all professionally certified personnel, excluding the Superintendent of Schools, Principals, Business Administrator and substitute or temporary employees who work forty (40) or less scheduled school days in a school year.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### 3.1 Definitions

- a. A **grievance** is a claim based upon any event or condition affecting terms and conditions of employment, including any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, work rules, bylaws, regulations, directives, procedures or practices of the Board or its agents.
- b. The **aggrieved party** is the person or persons who submit a grievance, or on whose behalf it is submitted. The Association is an aggrieved party in every grievance filed and is therefore always directly involved in the grievance process.
- c. **Arbitration** shall be limited to any claimed violation, misinterpretation, misapplication or inequitable application of this Agreement.

#### 3.2 Procedures

- a. This procedure is available for use without interference, coercion, restraint, discrimination or reprisal of any kind.
- b. Each grievance shall be submitted in writing on the form attached hereto as Appendix G.
- c. No grievance will be entertained later than thirty (30) school days after the act or condition upon which the grievance is based has occurred.
- d. If a grievance appears to arise from the alleged action of higher authority than the principal of a school or is associated with the system-wide policies, it may be submitted directly at Stage 2. By agreement of the Association and the Superintendent, any grievance may be submitted directly to Stage 3.
- e. The aggrieved party and the Association shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes or a tape recording of the proceedings made at each and every stage of this grievance procedure.

- f. The District and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- g. The existence of the procedure hereby established shall not be deemed to require any member of the bargaining unit to pursue the remedies here described and shall not in any manner impair or limit the right of any member to pursue any other remedies available in any form.
- h. During the grievance procedure the teacher and the Association shall be precluded from engaging in discussions of the grievance or its circumstances with anyone not directly involved in the process.

### 3.3 Stages

#### a. Stage 1

The Building Principal will meet with the aggrieved party and the Association to hear the grievance and will respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the Building Principal, or if no response is received within five (5) school days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to Stage 2 within ten (10) school days of receipt or non-receipt of such response.

#### b. Stage 2

The Superintendent will meet with the aggrieved party and the Association to hear the grievance and shall respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the Superintendent, or if no response is received within ten (10) school days after the submission of a grievance to the Superintendent, such aggrieved party may submit a copy of the grievance to Stage 3 within fifteen (15) school days after receipt or non-receipt of such response.

#### c. Stage 3

Within thirty (30) school days after receipt of the grievance, the Board of Education shall hold a hearing on the grievance and shall respond in writing to each grievance received. If the aggrieved party is not satisfied with the response of the Board of Education or if no response is received within 30 school days after the submission of a grievance to the Board, the Association may submit the grievance to arbitration by filing a written demand upon the Board of Education within 15 school days after receipt or non-receipt of such response.

d. **Stage 4**

The arbitration will be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The cost and expenses for the services of the arbitrator will be borne equally by the Board and the Association.

**ARTICLE 4**

**SCHOOL SCHEDULE**

4.1 The work year for members of the bargaining unit will be 185 days.

a.	Full Teaching days	180
b.	Orientation Day	1
c.	Conference/Housekeeping/ Emergency Days	<u>4</u>
	Total	185

The first day will be the day before the first day for students and the year will end with the ending day for students.

4.2 At least three weeks before submission to the Board of Education, the proposed Annual Instructional Calendar developed by the Administration shall be given to the Association for review and recommendation to the Superintendent. When submitting the proposed calendar to the Board of Education, all non-adopted recommendations of the Association shall be attached for review by the Board. The final calendar shall be the sole responsibility of the Board and shall be adopted at a regular Board meeting in the spring semester of each school year.

4.3 Unused conference/housekeeping/emergency days, as set forth in Section 1, up to a limit of two days, not utilized during the school year will be utilized at the end of the school year as days for general and routine housekeeping duties, without students present. Such duties will include: cleaning of rooms, putting books away, taking of inventory and end-of-year reports.

## **ARTICLE 5**

### **TRANSFERS AND REASSIGNMENTS**

- 5.1 Transfers and reassignments will be made only when necessary and in the best interests of the school system. All other things being equal, volunteers shall be given preference, but an arbitrator shall not be empowered to modify the professional judgment of administrators. Notice of a transfer or reassignment will be given to members of the bargaining unit as soon as practicable.
- 5.2 A transfer or reassignment will be made only after meeting with the member of the bargaining unit involved, at such time the member will be notified of the reasons.
- 5.3 There will be no change in the tenure status of a member of the bargaining unit as a result of district reorganizations.

## **ARTICLE 6**

### **ASSIGNMENTS**

- 6.1 Notice of all vacancies occurring within the teaching and administrative staff shall be posted in each active building by the appropriate administrator. Every effort will be made to obtain the most qualified person for the above vacancies listed.
- 6.2 When school is in session such notices shall be posted as far in advance as practicable, ordinarily at least 15 calendar days before the final date when applications must be submitted and in no event less than five school days before such date.
- 6.3 Interested members of the bargaining unit must apply in writing for the desired position within five school days of the posting of the vacancy. Members may file an application with the Chief Executive Officer by June 30 in each year for positions in which they may be interested in the event that such a vacancy occurs during the months of July and August. The application must include an address at which the applicant may be reached. Such application will be effective for the immediately following July and August.
- 6.4 A principal will meet with a member of the bargaining unit to discuss plans before said member is assigned to teach a course not presently being taught by the

member or when a tentative schedule change is being considered as a possible offering.

- 6.5 Members of the bargaining unit shall be notified of their tentative subject area and/or grade level assignment no later than May 31. Any adjustment required after that date will be communicated to the member concerned as soon as the need for adjustment is realized.

## **ARTICLE 7**

### **TEACHING HOURS AND LOAD**

- 7.1 The teacher work day will be a continuous six (6) hours and fifty-five (55) minutes, inclusive of ten (10) minutes of professional time after the end of the student day (except for bona fide emergencies and without negating other specified responsibilities set forth elsewhere in this Agreement. The ten (10) minutes of professional time shall be unassigned except for faculty meetings and meetings with students and/or parents, but shall be used for the purpose of performing professional duties on behalf of the District. Emergency procedures shall be developed by the parties.
- 7.2 It is the duty of all members of the bargaining unit to make themselves available in order to give extra help when requested by the students or when the member feels the student needs special attention. In the event that a member has a prior commitment on the day on which extra help is requested or, in the opinion of the member, there are too many students requesting assistance to adequately serve them, the member will schedule time to provide assistance within four work days.
- 7.3 Mandatory attendance at faculty meetings scheduled after the close of the normal instructional day will be limited to ten such meetings per year. It is understood that no member of the bargaining unit shall be required to remain for more than one hour except in extenuating circumstances which will be determined by the Association President and the Superintendent.
- 7.4 Every member of the bargaining unit shall have a daily duty-free lunch period of no less than 30 minutes and will be provided a minimum of 200 minutes per week scheduled for planning and preparation time. Effort in scheduling will be made-- short of hiring addition personnel -- to schedule a daily planning and preparation period of no less than 40 minutes. Planning and preparation time is defined as a period of time provided members for carrying out responsibilities directly related to their instructional assignments such as preparing materials for class, preparing lesson plans, curriculum development or modification, planning with other staff members, and recording grades.

- 7.5 a. Members of the bargaining unit shall be required to participate in the equivalent of 5 hours of professional staff development activities outside of the school day. District mandated staff development activities shall follow the close of the teaching day and shall not exceed 60 minutes in length. Those staff development activities may include but not be limited to district initiated training, off-campus training programs, or teacher initiated activities relating to Individualized Professional Development Plans and/or goal setting as part of their Annual Professional Performance Review. The district will design staff development activities in collaboration with the Staff Development Committee. A calendar of district mandated staff development activities shall be published no later than October 1 of each school year.
- b. Teachers hired after July 1, 2004 shall be required to attend the equivalent of 90 minutes of professional staff development activities per month for 10 months.

## ARTICLE 8

### SUBSTITUTES

- 8.1 Every effort should be made to assure coverage for absent special subject members of the bargaining unit so that the regular members can be relieved. This would mean that non-coverage would be a "rare and unusual" exception.
- 8.2 In cases of emergency, a bargaining unit member may be assigned by the building principal to temporarily substitute for another bargaining unit member. An emergency would be an "immediate and unplanned absence" such as a bargaining unit member taking ill during the school day or providing the District with notice of an absence or tardiness on less than 24 hours notice.
- 8.3 When a bargaining unit member has provided 24 hours or more notice of an absence occasioned by a personal or family illness, personal leave, bereavement leave, conference or workshop day, or a court appearance and a substitute is not obtained by the District, members of the bargaining unit shall be compensated at the rate of \$30.00 per period of secondary classroom instruction and \$20.00 per half hour of elementary classroom instruction when they are required to temporarily substitute for the absent bargaining unit member. If the absent bargaining unit member has given the District less than 24 hours notice of one of the foregoing absences, the District will not be obligated to compensate a bargaining unit member who is required to temporarily substitute for the absent bargaining unit member.
- 8.4 All members of the bargaining unit will provide the following materials for the use of a substitute prior to the start of the day of absence: (a) lesson plans, (b) class

registers, (c) a copy of the faculty handbook, and (d) any special information regarding the day's work activities.

## **ARTICLE 9**

### **TEACHING SCHEDULES**

- 9.1 All members of the bargaining unit will be notified in writing at least 20 days prior to the opening of school as to their tentative schedules, updated class lists, and grouping situations for the school year. Members may, upon request, meet with the principal concerned to discuss assignments throughout the year.
- 9.2 Every effort will be made to schedule special subject members of the bargaining unit each day from the first day of school to the last day of school in the elementary school.
- 9.3 No member of the bargaining unit shall be responsible for nor required to organize any academic or special subject area master schedule.

## **ARTICLE 10**

### **COMPENSATION**

#### **10.1 Direct Compensation**

- a. The annual salary of members of the bargaining unit will be paid in accordance with the salary schedules contained in Appendices A, B, C, D and E and made a part hereof.
- b. Tax Withholding Deductions. People may be allowed to change their tax withholding statements at any time. It is important to note that it takes at least two (2), but more likely three (3) weeks for a change to become effective.

#### **10.2 Additional Compensation**

- a. Guidance personnel may work up to 20 days above the regular teacher year, compensated at the rate of 1/200 of direct compensation in addition to direct compensation. A specific calendar of workdays shall be mutually

developed by counselor(s) and appropriate administrator no later than May 1 of each school year.

- b. Department Chairpersons, K-12 Curriculum Coordinators, the Director of Physical Education, the Director of Athletics and Cycle Chairs will receive compensation in accordance with Appendix F-1 in addition to direct compensation.
- c. In the event there is a requirement to work beyond the teacher's normal work year, department chairs will be compensated at the rate of 1/200 of his/her total annual salary.
- d. Salary of Middle School Team Leaders. In the event that team leaders are required to work as directed by school administrators, the following is the method by which the salary of Team Leaders will be determined:
  - 1) Salary for the five (5) full days in the week after the close of schools and the week before school begins will be based on 1/200 of the teacher's annual salary. This will be a per diem rate.
  - 2) During the school year, Team Leaders will receive the same amount as school district coordinators.
- e. National Board Certification: Teachers attaining National Board Certification from the National Board for Professional Teaching Standards will receive \$2000 per year in addition to direct compensation.
- f. Advanced Degrees: Teachers earning a Ph.D./Ed.D. will receive \$1000 per year in addition to direct compensation.

### 10.3 Extracurricular Compensation

- a. Members of the bargaining unit appointed to an activity listed in Appendix F will be compensated in accordance with said Appendix F for 2001-2006. Vacancies in extracurricular activities will be advertised in accordance with the procedures set forth in Article 6. In the event that a member of the bargaining unit appointed to an athletic extracurricular activity is not to be continued in said position, notice of discontinuance shall be given 30 days after the last game or the close of the school year, whichever is earlier. Such notice shall not be required when discontinuance is the result of legal restrictions. In the event that there are no qualified applicants, the District will make assignments in accordance with Education Law and Commissioner's decision.
- b. Payment for Activities

Payment for extracurricular activities will be made in accordance with the schedule set forth in Appendix F, and will be made at the end of the first three quarters (November, January and April) and in May, one quarter the annual amount paid at the end of each. If a member prefers a lump sum payment in May instead, he/she must notify the Business Office in writing by October 1.

#### 10.4 **Early Retirement Incentive**

- a. Any member of the bargaining unit who is at least 55 years of age, and who has taught at least 15 years in the district and who is eligible to collect a NYSTRA pension without reduction or loss of benefits, shall be eligible for a retirement incentive payable in the first regular pay in July following their final year of service. This incentive will consist of \$200 for each year of service to the district. The teacher shall submit a letter of resignation to the Board of Education on or before January 15 immediately prior to retiring on June 30. Persons retiring other than on June 30 must notify the district of their intent to retire in writing by January 15 of the previous fiscal year in order to be eligible for the incentive.
- b. This incentive will decrease by 25% in the second year of eligibility, by 50% in the third year of eligibility and by 75% in the fourth and final year of eligibility.
- c. Members of the Bargaining Unit who are at least one year away from being eligible to retire under New York State Teachers' Retirement System (TRS) regulations are eligible for a retirement incentive payment of \$15,000 under the following conditions:
  1. A minimum of 20 years of service must have been rendered to the district.
  2. The employee must provide evidence of having vested into the New York State Teachers' Retirement System before the first year of eligibility for retirement.
  3. A binding letter of resignation for the purpose of early retirement must be submitted to the Superintendent of Schools by February 15 of the school year in which the member's resignation will be effective. Resignation must occur no later than June 30 of the school year prior to the year in which the teacher is eligible to receive TRS retirement benefits.
  4. Members choosing this retirement incentive option will also be eligible for the payment of \$200 per year of service to the district as specified in Article 10.4, paragraph A.

5. Members choosing this retirement incentive option will also be eligible for payment for unused sick leave as specified in Article 10.5.
6. Fifty percent (50%) health insurance coverage for the bargaining unit member will be paid by the District effective with the date of resignation providing that the teacher makes such a request of the District in writing. Effective with the date that the teacher would have first been eligible to retire under TRS regulations, the District will pay for health insurance in accordance with the terms of the contract at that time providing that the teacher makes such a request of the District in writing prior to the District's open enrollment periods of July and December.
7. In the event a member of the bargaining unit elects to resign to participate in the early retirement plan, he/she may credit some or all of the value of his/her accumulated sick leave toward payment of health insurance premiums to provide coverage until such time as he/she is eligible for TRS retirement benefits. At such time, the District shall provide the retiree the health insurance benefits at the contract rate in effect at the time of his/her initial resignation. In the event the value of accumulated sick leave credited toward payment of health insurance benefits is insufficient to maintain health insurance coverage until he/she is eligible for TRS retirement benefits, the retiree may continue coverage by tendering 50% of the balance of the then current premium amount to the district. Any accumulated sick leave in excess of the amount needed to maintain health insurance coverage shall be compensated in accordance with Article 10.5.
8. This contractual provision will expire at the end of this contract term.
9. In the event that Article 10.4, Retirement Incentive, is not part of the contract after June 30, 2006, any bargaining unit member who vested into the New York State Teachers' Retirement System under the terms specified in this article will continue to be afforded the benefits stated in paragraphs 6 and 7 above until such time that he or she would first reach retirement age.

**10.5 Credit For Unused Sick Leave**

- a. Teachers shall be credited for unused sick leave upon retirement at the rate of \$70 per day for each unused sick day up to a maximum of 200 days. An additional 20 days of sick leave may be accumulated by the member of the bargaining unit which, upon retirement and/or early retirement, may only be used to pay for insurance premiums due.

- b. Teachers may, in addition, elect to use any or all of their first 200 days to bank money for payment of health insurance in retirement. Such allocation of credit for payment of health insurance in retirement is irreversible and must be made by March 1 of the school year in which the teacher retires. After the allocation to pay for health insurance in retirement has been exhausted, the retiree shall be responsible for his or her share of health insurance costs according to the schedule contained in the contract in effect at the time of retirement.

#### **10.6 Pay Period Option**

At the beginning of each school year each member of the bargaining unit may elect to have salary paid bi-weekly in either 10 or 12 months. Selection will be made in writing on the opening day of the member's school year and may not be changed during the balance of the school year.

#### **10.7 IRS 125 Plan**

The district shall provide the benefits of premium deductibility, dependent care, and unreimbursed medical expenses (up to the IRS 125 plan maximum) pursuant to Section 125 of the U.S. Internal Revenue Code ("IRS 125 plan"). The administrator of the IRS 125 plan shall be chosen by the District. The yearly administrative fee, if any, will be paid by the District. Each bargaining unit member who elects the unreimbursed medical expenses benefit and/or the dependent care benefit shall be responsible for any and all fees associated with same.

### **ARTICLE 11**

#### **LEAVES OF ABSENCE**

##### **11.1 Sick Leave**

- a. Each member of the bargaining unit will be granted on the first day of employment 12 days of sick leave per year, without loss of salary. There will be no limit to the accumulation of such days. Sick leave credits may be used for the personal illness of the member and up to five days may be used for any one illness in the member's immediate family. A member

may apply for additional use of a sick leave for illness of a member of his or her immediate household in unusual circumstances.

- b. Teachers who are injured as a result of a student assault may use up to a maximum of 7 no fault sick days for treatment and/or recovery; such days shall not be deducted from the teacher's accumulated sick and/or personal days. This treatment and/or recovery time shall be certified by a doctor as necessary.

#### 11.2 **Sick Leave Bank**

- a. The Board of Education and the Brittonkill Teachers Association agree that a Sick Leave Bank (hereinafter known as the Bank) would provide a significant measure of financial protection for employees. The sole purpose of the Bank is to provide additional sick leave to members who have exhausted their own sick leave and who require additional days for a prolonged illness or disability.
- b. The Bank shall be governed by a Board of Trustees (hereinafter known as the Trustees) composed of two members appointed by the Board of Education, two members appointed by the Brittonkill Teachers Association and a member mutually agreed upon by the other Trustees. The BTA and the Board reserve the right to change their representatives at any time.
- c. The Trustees shall act on all Bank requests within five school days and notify the applicant immediately of their decision.
- d. A decision will be binding when four of the Trustees are in agreement.
- e. Records relating to the request for Bank days will be confidential and will be the exclusive property of the Trustees.
- f. At the initiation of the Bank, the district shall contribute one day for each teacher in the district. Current employees desiring to join the Bank will pay an initiation fee of one day each.
- g. During the course of the year, if the Bank falls below fifty days, each teacher in the bank must donate an additional day, and the district will match each additional day donated.
- h. Any member of the Bank who has exhausted his/her sick leave prior to additional donation periods will not be dropped from the Bank because of the inability to contribute days.

- i. Enrollment for the Bank will be open to new members within the first thirty days of employment. Members of the bargaining unit who have previously elected not to become members of the Bank will be given the opportunity to enroll in June during the open enrollment period for health insurance.
- j. Members will continue from year to year without the necessity of filing a new application each year or contributing additional days.
- k. Members wishing to withdraw from the Bank should notify the Trustees in writing prior to the end of the second pay period in September.
- l. Only members of the Sick Leave Bank are eligible to receive days from the Bank.
- m. After the initial year, the Trustees will publish the official list of the individuals in the Bank by October 15 of each year. The Superintendent, the BTA President, the Central Office, building representatives and each trustee of the sick leave bank will receive a copy of the list.
- n. Membership in the Bank shall be open to employees in the instructional unit. Use of Bank days shall be governed by the following rules:
  - 1) Members who withdraw from the Bank will not be eligible to withdraw (their) days donated to the Bank. Days donated are non-refundable.
  - 2) A member is not eligible for Bank days prior to the exhaustion of his/her sick leave. When it becomes apparent that a member's illness will exhaust that member's accumulated sick leave, application can be made for Bank days. A doctor's statement must accompany the application.
  - 3) The member making application for use of the days shall submit such information as the Trustees shall request. The member will meet with the Trustees, if necessary, to determine whether such application will be approved. The decision of the Trustees will be rendered in writing, a copy sent to the member and a copy placed in the member's Bank file. A member of the Bank may borrow in the amount of 12 days times years of service, up to a maximum of 100 days. The Business Office will receive written notification of the number of days to be allowed for the individual. If the member does not use the total number of days allowed, the excess will be returned to the Bank and credited to the member.

- 4) The Trustees may require a second medical opinion by a doctor designated and paid for by the Board of Education or another physician at the member's expense.
  - 5) When a member of the bargaining unit returns to work, he/she will repay the fund in the amount of at least six days in any one year. In the event a member does not return to duty for any reason other than continued inability to perform his/her duties as certified by a physician, he/she will repay the amount borrowed in cash. For this purpose a legal note will be executed upon borrowing.
  - 6) Any member making a false statement(s) in an application for Bank days or in any proof or statement in connection therewith or who shall attempt to deceive the Trustees shall be guilty of fraud, punishable by immediate suspension from the Bank for a period of time to be determined by the Trustees. Any members who are guilty of fraud are not eligible to withdraw days donated to the Bank.
  - 7) Applications must be filed within two weeks following the exhaustion of a person's sick leave. If members are incapable of filing for benefits in their behalf, another person may apply for them.
- o. Once each quarter the Trustees will meet and will notify the Superintendent and the BTA President as to the balance of sick days in the Bank.
  - p. The decisions of the Trustees shall not be subject to the grievance procedure.

### 11.3 **Additional Leave**

Any member of the bargaining unit shall have the option to donate in writing additional accumulated sick days directly to another member in need. These days will be deducted from the donors' accumulated sick leave.

### 11.4 **Use of Personal Days**

- a. Each member of the bargaining unit will be entitled to three days of personal leave without loss of salary. Unused personal leave will be added

to accumulated sick leave. Personal leave may not normally be taken immediately before or after a school holiday. If it should be necessary to request time before or after a school holiday, the applicant must gain approval of the principal.

- b. Personal days before and after a holiday will be given at the discretion of the Superintendent for reasons other than the extension of the holiday for vacation purposes.
- c. At the discretion of the Superintendent, a staff member may be granted the personal days for extension of the holiday for vacation purposes if they agree to pay the cost of the substitute and be charged for a personal day from their accumulated time.
- d. At the discretion of the Superintendent, up to five personal days may be granted under extraordinary circumstances. Personal leave days beyond the three days entitled under paragraph a, above, shall be deducted from the bargaining unit member's accumulated sick leave.

#### **11.5 Bereavement Leave**

Each member of the bargaining unit will be entitled to up to five (5) days of bereavement leave without loss of salary upon a death in that member's immediate family. Immediate family is defined as: spouse, parents, parents-in-law, siblings, siblings-in-law, children, grandparent, grandparent-in-law, or any member of the family who resides permanently with the member of the bargaining unit. Use of bereavement leave for death of persons other than the immediate family or household shall be at the discretion of the Superintendent. Bereavement leave is not accumulative.

#### **11.6 Sabbatical Leave - Summer**

Teachers, subject to the final approval of the Board, may be granted a summer sabbatical for a period of two months at 20% of the previous year's salary.

- a. No more than two teachers may be granted a sabbatical at the same time.
- b. Application for sabbaticals shall be submitted to the Superintendent on or before February 1, if it is to be for the current summer. A teacher requesting the sabbatical shall submit a plan for the approval of activities for professional improvement, specifying the reasons for which the leave is requested. Evaluation of each proposal shall be made on the basis of the benefit the study will have for the district. An evaluation committee of two administrators and two teachers, mutually agreed upon by the

Association and the Superintendent, will make a recommendation to the Superintendent prior to April 1 on its finding. Seniority and the date of submission may be taken into consideration in the case of proposals of equal benefit to the district.

- c. Upon completion of six (6) continuous school years, a teacher is eligible to apply for a sabbatical leave in the Brittonkill Central School District. A second or third sabbatical shall not be authorized until a teacher shall have reestablished eligibility by serving another period of six (6) continuous school years.
- d. The course of study must relate to the present position of the applicant or another curriculum area for which the district will receive a direct benefit.
- e. Prior to granting a sabbatical, a teacher shall enter into a written agreement with the Board that:
  - 1) A written report will be made to the Board upon completion.
  - 2) The person will remain with the district for a period of two years.

Should the person leave the district within such two years, the following would prevail:

- 1) During the first year, 75% would be returned.
  - 2) Between the first and second year, 50% would be returned. Should the person leave the district at the district's initiative, the above penalties do not apply.
- f. Upon the request of the faculty member concerned, the district shall prepay necessary registration and other expenses for the courses covered under this Article. The amount of any such prepayment will then be deducted from the 20% salary payment for summer sabbatical work.

#### 11.7 **Court Appearance**

Attendance at court as a result of school connected activities will be allowed at full pay. The subpoena, its copy, or the written request of a lawyer must be presented to the Superintendent's office. Attendance at court for jury duty will be allowed, with full pay, during the term of duty less the amount received for jury duty exclusive of expenses.

#### **11.8 Disability**

Beginning with the sixth year of continuous employment, anyone who has attained tenure and who is disabled and unable to work will be granted a leave of absence without pay for such time as is necessary for the complete recovery from such illness up to a maximum of two years, after all accumulated sick leave credits have been exhausted. Hospitalization coverage will be continued during such leave of absence. When an eligible member is on leave due to a job connected disability, and is paid full pay using sick leave days, sick leave time shall be charged for only that portion of the member's daily pay not reimbursed to the district. All benefits to which an eligible member was entitled at the time such leave commenced will be restored upon return and the member will be assigned to the same position held at the time said leave commenced, if available, or if not, to a substantially equal position. A member who returns from such leave shall be placed on at least the same step of the salary schedule as when such leave commenced, except that a member having served at least five months in the school year when the leave commenced shall be placed on the next higher step of the salary schedule upon return.

#### **11.9 Child Rearing Leave**

- a. Members of the bargaining unit shall be granted child rearing leave without pay, for a period not to extend beyond the first day of the next semester following two years after the commencement of the leave, for the purpose of raising a newly born or adopted child. Nothing herein shall preclude the Board from granting an extension or a further leave of absence for child rearing or from terminating a leave upon request of the member.
- b. A member of the bargaining unit requesting child rearing leave shall submit a written application 60 days prior to the commencement of the leave. Such notice shall include the anticipated dates upon which the leave is to commence and to terminate. Such dates are subject to change in the case of extended disability.
- c. During the period of leave, the member of the bargaining unit will not accrue additional days of leave and the period shall not be counted as service for purposes of computing member's probationary service. Upon the termination of the leave the member will have restored all benefits accrued at the time of the commencement of the leave.

#### **11.10 Association Leave**

Up to four days in the aggregate will be provided for official delegates of the Association for attendance at meetings of organizations with which the Association is affiliated without loss of pay, sick leave or personal leave days. In

addition, a member of the bargaining unit who is an elected delegate to the New York State Teacher's Retirement System shall be granted paid leave to attend the annual meeting of the Retirement System.

**11.11 Leaves of Absence Without Pay**

- a. Upon written application, leaves of absence may, at the discretion of the Board, be granted for a period of up to two years. Applicants will be notified in writing of the district action.
- b. Members of the bargaining unit returning from leaves of absence will be restored to a position in their tenure area and will be credited with the years of service and all other accumulated benefits to which they were entitled upon commencement of leave.
- c. Persons who are on leave are expected to notify the Superintendent in writing of their intent to return to work no later than 60 days prior to the termination date of the leave. For those leaves terminating on June 30, the Superintendent will be notified in writing by May 1 prior to the termination date.

**ARTICLE 12**

**INSURANCE**

**12.1 Health Insurance**

- a. Members of the bargaining unit may participate in a health insurance plan provided by an insurance carrier, selected by the District, which provides the same or improved benefits and service as the Blue Cross/Blue Shield Plan which was provided under the 1980-83 agreement between the parties except when modified by negotiations between the parties. Participation may be for the member alone or for the member and his or her dependents. For members employed by the District prior to July 1, 1989, the District's annual contribution toward payment of premiums shall be:

Individuals  
100%

Dependents  
90%

For members employed by the District after July 1, 1989, the District's annual contribution toward payment of premiums shall be:

Individuals  
100%

Dependents  
70%

For members employed by the District after July 1, 1993, the District's annual contribution toward payment of premiums shall be:

Individuals  
90%

Dependents  
70%

- b. Members of the bargaining unit may have the option of enrolling in another comparable health plan in place of the aforementioned Health Insurance Plan at a cost not to exceed the costs under the health insurance plan provided by the District.
- c. Effective July 1, 2001 the Blue Shield Indemnity Plan shall be closed to employees hired after July 1, 2001.
- d. If a husband and wife are both employed by the District, they shall be entitled to only one family plan or two individual health insurance plans. The District will increase the percentage that it pays for family health insurance coverage for two members of the bargaining unit of the same family who both hold family plans to 10% more than it pays for one employee; e.g., if the District contribution for family health insurance is 90%, the District will pay 100% toward the coverage of one family plan for two members of the same family.
- f. Retirees shall be able to select health insurance plans only from the plans offered to current employees.

## **12.2 Health Insurance Buy-Out**

Effective July 1, 2001, and every September thereafter, the employees who were, as of January 15, 2001, covered by the District health insurance or employees new to the District who have available to them health insurance coverage through another source may elect not to be covered by the District health insurance under the following conditions and circumstances:

- a. The employee must give written notice to the District Office by June 1 prior to the fiscal year that he/she is electing to drop district health insurance coverage. Such notice shall remain in effect until coverage is requested again as stated below.
- b. The employee must provide proof of other coverage of health insurance in a manner acceptable to the District Office.

- c. New employees must provide notice of waiver within thirty days of hire. Payment of the stipend shall be pro-rated where appropriate, and shall be based upon the District's fiscal year (July 1 – June 30).
- d. Employees in the above categories who opt out of the District health plan for which they are eligible for coverage shall receive a stipend in the amount equal to 30% of the District cost of their current health insurance plan. Employees may opt to receive this stipend in equal increments:
  - 1. deposited monthly in their IRS 125 plan account
  - or
  - 2. distributed equally per pay period
  - or
  - 3. a combination of the above as designated by the employee.Administrative fees shall be waived for IRS 125 plan deposits for members receiving the health insurance buyout and who deposit the buyout, in whole or in part, in the IRS 125 plan.
- e. Unit members may opt back into the health insurance plan at any time during any school year in which any change in the unit member's circumstances results in the need for district health insurance coverage. Any buy-out monies paid in advance shall be reimbursed to the district on a pro-rated basis.
- f. Employees shall be eligible to re-enroll in the District health insurance plan during their final year of employment prior to retirement. The District shall notify the employee in writing of the need to re-enroll in the plan at the time the District receives notification of retirement.
- g. Teachers who opt to take early retirement (Article 10.4) shall be considered vested employees for the purposes of District retiree health coverage (Article 12.1e) and shall be eligible to re-enroll in the District's health insurance plan when they meet the eligibility requirements under the Teacher's Retirement System guidelines. Vested employees who miss the open enrollment period prior to their retirement under Teachers Retirement System guidelines shall be able to re-enroll in the District's health insurance plan within one year of the date they were first eligible to receive the retiree health insurance benefit.

### 12.3 **Dental Insurance**

Members of the bargaining unit may participate in the 80/20 dental insurance plan provided through Blue Cross/Blue Shield limited to basic coverage plus Rider A. Participation may be for the member only or for the member and his or her

dependents. The district will contribute up to the following amount annually toward the payment of premiums for members choosing to participate:

Individual Coverage Only: 100%

## **ARTICLE 13**

### **PAYROLL DEDUCTION**

#### **13.1 Dues Deduction**

- a. The Board agrees to deduct from the salaries of members of the bargaining unit dues for the Association, as said members individually and voluntarily authorize. The Board shall deduct and transmit the monies promptly to the Treasurer of the Association. Authorizations shall be in writing in the form set forth in Appendix I.
- b. Deductions referred to in Section a. shall be made in the following manner: The total dues for the designated professional association, certified as mentioned in Section a., shall be deducted in 20 equal installments beginning with the first pay period in October. No later than 2 weeks prior to the first scheduled pay day in October, the Association shall provide the Board with a list, and original signed dues authorization cards for new members, of those members of the bargaining unit who have voluntarily authorized the Board to deduct dues for the Association.
- c. Additional authorizations submitted at least two weeks prior to any regularly scheduled payday shall be honored and deductions made for the balance of the scheduled deduction period. Example: If deductions are to be spread over six pay periods, an authorization so as to become effective with the third pay period would result in deducting two thirds of the amount during the first year of operation.
- d. The Board of Education shall, following each pay period from which dues deduction is made, transmit the amount so deducted to the Treasurer of the Association. The first and/or final transmittal shall be accompanied by a listing of the members of the bargaining unit for whom deductions have been made and the amount for each. Additions or deletions from the initial list will be furnished to the Association for any period for which they become effective.
- e. No later than October 15 of each year, the Board will provide the Association with a list of those employees who have voluntarily authorized the deduction of dues for any of the associations named in Section a. Any teacher desiring to have the Board discontinue dues

deductions previously authorized must notify the Board and the Association concerned, in writing, by September 30 of each year for that school year dues.

**13.2 Agency Service Fee**

- a. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Association an agency service fee equivalent to the total annual per capita dues paid by the members of the Association.
- b. The agency service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the non-member has paid the total agency service fee directly to the Association by the last workday in September as stipulated by the Association to the District.
- c. The Association shall provide the District with a list of the non-members by September 15.
- d. Any bargaining unit member subject to the service fee charge who is employed for less than a full school year shall pay a service fee equivalent to a pro-rata portion of the total annual per capita dues paid by members of the Association.

- 13.3. Upon presentation of an appropriate written authorization, payroll deduction will be made, and immediately transmitted, for credit union contributions, U.S. Savings Bonds and for 12 tax sheltered annuities and VOTE/COPE.

**ARTICLE 14**

**MAINTENANCE OF STANDARDS**

- 14.1 Any and all existing rules, regulations, practices, benefits and working conditions previously granted and allowed by the Board which provide benefits in excess of, or in addition to, the benefits established by this Agreement, unless specifically changed by this Agreement, shall remain in full force and effect unless changed or eliminated by mutual agreement, in writing, between the District and the Association.

## **ARTICLE 15**

### **STAFF INVOLVEMENT**

- 15.1 To provide a continuance of joint administrative and staff involvement in promoting the educational goals of the District, the professional staff will be afforded the opportunity to participate in such areas as:

Curriculum Development  
Recruitment of Teaching Personnel  
Consultation Committee  
Calendar  
Inter-staff Assistance  
Facility Planning  
Study of Innovative Educational Trends

## **ARTICLE 16**

### **PROFESSIONAL GROWTH**

- 16.1 Inservice courses or workshops will be developed as a means of fostering professional growth. These, and committees which are appointed by administrators, will meet during normal working hours when possible.
- 16.2 Members of the bargaining unit who undertake inservice education with the approval of the Superintendent shall receive regular course credit for the purpose of administering salary schedules.
- 16.3 Members of the bargaining unit may submit applications to the Superintendent for attendance at work related workshops, seminars and conferences without loss of pay and benefits. Applications must be submitted no less than two weeks in advance of the meeting date, except when notification of such workshops, seminars and conferences is received less than two weeks in advance of the meeting date. All applications must include:
- a. A description of the meeting.
  - b. The specific dates of absences
  - c. The estimated cost of registration, travel, meals, lodging and other related expenses.

The Superintendent will notify each applicant of his decision, in writing, within three business days after the receipt of an application, or within 24 hours if notice of the workshop, seminar or conference is received during the three days before the event. Those applications approved by the Superintendent will be reimbursed, upon presentation of appropriate receipts, for the actual amount of expenses incurred, but in no case to exceed the estimate accompanying the application.

- 16.4 Members of the bargaining unit required by the District to attend workshops, seminars and conferences will receive full pay and benefits and will be reimbursed for all actual expenses for transportation, lodging, meals, registration, and materials required for activities therein.

## **ARTICLE 17**

### **REDUCTION IN STAFF**

- 17.1 When the District determines that it may be necessary to reduce the size of its work force, it shall notify the Association of that fact at least 45 days prior to the effective date of any contemplated action to abolish any position. At the request of the Association, the Superintendent shall meet with the President of the Association or his or her designee to discuss the proposed abolition. The Association may make proposals to avoid the necessity for the reduction, which proposals shall be considered and reacted to by the District prior to the effective date of any action to abolish position(s).
- 17.2 The District shall use its best efforts to notify persons affected by any abolition of positions at least 30 days prior to the effective date of their being placed on a preferred eligible list.
- 17.3 In the event of the abolition of a position, the District will make reasonable efforts to ensure that excess members of the bargaining unit be placed in other teaching situations for which they are qualified. Persons on the preferred eligible list will be given first preference for substitute teaching assignments for which they are qualified.

## **ARTICLE 18**

### **EVALUATIONS**

- 18.1 Evaluation of members of the bargaining unit shall be for the purpose of improving instruction and measuring performance. All such evaluation shall be carried out by District administrators.
- 18.2 All observations of members of the bargaining unit will be carried out by district

administrators. Such observations will not be conducted by electronic or clandestine means. Members of the bargaining unit will be notified of any observation within 24 hours (or by the end of the next day when the observer and the member both are in school).

- 18.3 Probationary members of the bargaining unit shall have at least three observations for the purpose of evaluation during each of the probationary years. These observations should be conducted in a timely manner and should be evenly spaced throughout the school year. Tenured members of the bargaining unit shall have at least one observation for the purpose of evaluation during each school year.
- 18.4 The results of all observations for the purpose of evaluation will be reduced to writing and a copy will be provided to the member of the bargaining unit for review prior to the follow-up conference. The forms employed for evaluation shall be consistent among all observers in any given year. Any newly developed form may be derived only after good faith consultation with representatives designated by the Association.
- 18.5 A follow-up conference between the evaluator and the member of the bargaining unit will be held as soon as possible after the observation, but not later than five school days after each observation.

## ARTICLE 19

### TEACHER RIGHTS

- 19.1 Each member of the bargaining unit shall have the right to review the contents of his or her personnel file. The Association affirms the right of the Board and Administration to remove from the files, prior to the teacher's review, only those letters of reference originating from outside the District which are determined to be confidential in nature. The member has the right to attach to his or her file a statement regarding any information placed therein.
- 19.2 Whenever any official statement, charge, complaint or allegation is made against any member of the bargaining unit concerning personal conduct, including evaluation of teaching competence, such will be reduced to writing. If a conference concerning said statement is to be held, written notice will be given the member and shall include the time, date and location of such conference. At all times the member shall have the right to request a conference. In any conference, the member shall have the right of representation.
- 19.3 If a member of the bargaining unit has fulfilled tenure requirements in another District, the member shall be granted tenure in the new tenure area after two years of probationary service.

#### **19.4 Just Cause**

- a. No member of the bargaining unit shall be discharged or disciplined (reprimanded, punished or penalized) without just cause. Members who have not completed two calendar years of continuous service since the effective commencement date of their employment in the District shall be exempted from the provisions of this clause respecting discharge or discipline, subject only to procedures as set forth in Article 18.
- b. At the conclusion of the probationary period the Board retains exclusive authority to grant or withhold tenure in accordance with Education Law. However, where employment is terminated or tenure is denied on the basis of evaluations, compliance with the procedural provisions thereof shall be subject to the grievance procedure. Where termination of employment or denial is based on other considerations, such considerations shall be stated and questions of relevance and accuracy, if any, shall be subject to the grievance procedure.

#### **19.5 Academic Freedom**

- a. The District and the Association agree that academic freedom is essential to the fulfillment of the purpose of the school system and acknowledge the need of members of the bargaining unit to be free from attack and unwarranted censorship and restraint which would interfere with the performance of their classroom responsibilities. Such unwarranted interference stifles initiative and establishes an atmosphere of suspicion and mistrust.
- b. In practicing academic freedom, the members of the bargaining unit recognize and are sensitive to the needs of the community and to their responsibility to exercise sound judgment and to refrain from using the school to promote personal views on religion, race and partisan political issues.

### **ARTICLE 20**

#### **AREAS OF CONCERN**

- 20.1 The purpose of this provision is to establish a communications channel and to develop a program to facilitate the assessment of areas of concern affecting members of the bargaining unit and school administrators. Nothing done under the aegis of this clause may be used to substitute for negotiations or modify any provision of the Agreement.

- 20.2 Once every 20 weeks during the school year members of the bargaining unit of each school will submit a written assessment of areas of concern.
- 20.3 The individual assessments will be collected and reviewed for their accuracy and substance by a building faculty committee designated by the Association. This committee will meet with the respective building administrator(s) to discuss such assessments as this committee deems appropriate. The administrator(s) and the faculty committee shall then constitute a joint committee to design (a) course(s) of action to rectify mutually agreed upon deficiencies.
- 20.4 A copy of the assessment and courses of action decided by each committee will be presented to the Superintendent and the Board. Upon request of either party the joint committee will meet to explain the assessment and course(s) of action.
- 20.5 Assessments used for the purpose of collecting information will have the prior approval of the Association's Executive Committee. The results will be reviewed by the Executive Committee for reliability, validity and accuracy prior to them being presented to the building principal.
- 20.6 Items discussed with the building principal should be only items which the building principal has the authority to resolve.
- 20.7 Areas of concern falling beyond the realm of the building principal may be noted in the final report as such. These areas will have first been presented to the Superintendent at a monthly Consultation - Information meeting.
- 20.8 The final concerns report from each building shall be reviewed by the BTA Executive Committee prior to submission to the Board of Education.

## **ARTICLE 21**

### **CURRICULUM REVIEW, MODIFICATION AND DEVELOPMENT**

- 21.1 A committee comprised of three administrators appointed by the Superintendent and three members of the bargaining unit appointed by the Association President shall meet for the purpose of reviewing all proposals submitted for curriculum review, modification or development. The initial meeting of such committee shall be held no later than November 1 of each year, at which time a member of the committee will be elected chairperson by the committee members.
- 21.2 All proposals will be submitted to the committee no later than January 15 of each year and will include a description of the proposed study, the anticipated benefits to the District and an estimate of hours, materials and other costs required.

- 21.3 The committee shall study all proposals and make recommendations to the Superintendent by March 1 of each year. The Superintendent will review all such recommendations and will refer all such proposals to the Board together with his/her recommendation by March 15. Final action on all proposals will be by and in the sole discretion of the Board and will be taken by April 1.
- 21.4 Compensation for all curriculum review, modification or development engaged in during the summer recess or outside the regular work day during the school year will be in accordance with Appendix F-1 in addition to direct compensation.

## **ARTICLE 22**

### **EMPLOYEE ASSISTANCE PROGRAM**

- 22.1 A committee is established consisting of three members appointed by the president of the Association plus two representatives of CSEA and one each of the Administration and Board to establish an Employee Assistance Program. The Committee will make its recommendations to the Superintendent for consideration and will develop and oversee the implementation of said recommendation when approved by the Board of Education.

## **ARTICLE 23**

### **TEACHERS' DEPENDENTS**

#### **23.1 Tuition**

Teachers who are full time in their employment to the District, yet reside outside of the District, may enroll their dependents on a tuition-free basis. In the case of dependents designated as handicapped by the Committee on Special Education of either Brittonkill or the student's home district, the district of residence will agree to pay the cost of educating said child, or the child may not be enrolled.

The dependents of teachers not residing in the district will not be included in the discussion or computation of class size as it relates to management-employee relations.

#### **23.2 Transportation**

Teachers who are full time in their employment to the District, yet reside outside the District, may be eligible to have their dependents bussed to private schools, provided that the dependent board and disembark from the bus at Tamarac and that the private school is one to which Brittonkill students are currently being bussed. This must occur at no additional expense to the District.

## **ARTICLE 24**

### **MISCELLANEOUS PROVISIONS**

- 24.1 This agreement will constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- 24.2 Any individual arrangement, agreement or contract between the Board and an individual member of the bargaining unit heretofore executed will be 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.
- 24.3 If any provision of this Agreement or any application of the Agreement to any member of the bargaining unit or group of members shall be found contrary to law, regulation or order issued by a Federal or State agency, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, regulations or order, but all other provisions or applications shall remain in full force and effect.
- 24.4 Copies of this Agreement will be printed at the expense of the Board and given to all members of the bargaining unit now employed or hereafter employed by the Board within 30 calendar days after its execution or employment if that occurs later.
- 24.5
- a. The Association shall be permitted the use of District facilities, subject to availability, providing application for such use is made to the appropriate administrator in advance of the meeting time. Such use will be without cost unless the meeting is scheduled at a time which requires the District to provide additional custodial services, in which case the Association will be required to pay the total cost of such custodial services.
  - b. The Association shall be permitted to use, subject to availability, duplicating, copying, office and audio-visual equipment without cost except that the Association will provide its own supplies and will pay the lowest applicable per copy charge for use of copying machines.
  - c. The Association assumes the responsibility for exercising reasonable care in the use of facilities and equipment.

- d. It is understood that no facilities or equipment may be used for reproducing and handing out materials to inform the public of the status of negotiations.
- 24.6 The Association shall be permitted to utilize one hour during the general faculty meeting on Orientation Day. The scheduling of that hour shall be at the discretion of the Superintendent.
- 24.7 Members of the bargaining unit acknowledge their share of the responsibility for the discipline, education and general welfare of the students within their immediate charge. When a student's misconduct or unlawful act is considered by the member to be disruptive and interfering with the educational process and the student is referred to an administrator, that administrator shall support the action taken by the member of the bargaining unit by administration action, and by legal action if necessary. In no event shall the student be directed by the administrator to be readmitted to the class of the member of the bargaining unit for 24 hours or until such member and an appropriate administrator shall have sooner met, to consider the student's conduct, the teacher's action, the administrator's action, and the proper course of future action. In the event of persistent misconduct, a conference between the member of the bargaining unit and the appropriate administrator shall be held as soon as possible.
- 24.8 The position of Student Activities Treasurer will remain in the bargaining unit through the 2001-2002 school year.

**ARTICLE 25**  
**DURATION OF AGREEMENT**

25.1 All provisions of this Agreement are in full force and effect as of July 1, 2001 and shall remain in full force and effect until June 30, 2006.

25.2 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 FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

*John R. Gratto* Date 6/18/01  
John Gratto, Superintendent

*Jean Tripi* Date June 5, 2001  
Jean Tripi, President  
Brittonkill Teachers Association

*Nora Isaacs* Date June 5, 2001  
Nora Isaacs, Chair, Negotiating Team

*Wendy Tarricone* Date June 18, 2001  
Wendy Tarricone, Negotiating Team

*Joseph Fritz Jr* Date June 18, 2001  
Joseph Fritz, Jr., Negotiating Team

*Peter Mahigian* Date June 18, 2001  
Peter Mahigian, Negotiating Team

*Ronald E. Reuter* Date June 19, 2001  
Ronald Reuter, Negotiating Team

**APPENDIX A**  
**2001-02**  
**SALARY SCHEDULE**

LEVEL	BA/BS	BA/BS+30	BA/BS+60	MA/MS	MA/MS+30
1	31687	33393	35101	34184	35891
2	32751	34458	36164	35246	36952
3	33816	35523	37231	36310	38016
4	35282	36988	38695	37774	39482
5	36492	38199	39907	38985	40692
6	37702	39408	41116	40196	41903
7	38914	40620	42329	41405	43113
8	40122	41828	43537	42616	44324
9	41334	43041	44748	43824	45532
10	42542	44250	45957	45037	46744
11	43754	45461	47167	46248	47956
12	44962	46669	48376	47458	49166
13	46173	47880	49587	48669	50376
14	47643	49350	51057	50136	51842
15	48999	50706	52412	51492	53199
16	50357	52065	53771	52849	54556
17	51971	53685	55401	54475	56190
18	53333	55049	56765	55841	57556
19	54835	56553	58273	57346	59067
20	56200	57920	59641	58711	60430
21	57565	59287	61006	60081	61801
22	58936	60656	62376	61448	63167
23	60302	62022	63741	62816	64535
24	61847	63597	65346	64404	66153
25	62246	64000	65753	64810	66563

Credit hours to a maximum of 60 above BA-\$52

**APPENDIX B****2002-03****SALARY SCHEDULE**

LEVEL	BA/BS	BA/BS+30	BA/BS+60	MA/MS	MA/MS+30
1	32004	33727	35452	34526	36249
2	32833	34544	36255	35334	37045
3	33901	35611	37324	36400	38111
4	35370	37081	38792	37869	39581
5	36583	38295	40006	39083	40794
6	37796	39507	41218	40297	42008
7	39011	40722	42434	41509	43220
8	40222	41933	43645	42723	44434
9	41437	43149	44859	43934	45645
10	42648	44361	46071	45150	46860
11	43863	45575	47285	46364	48075
12	45075	46786	48497	47577	49289
13	46289	48000	49711	48791	50502
14	47762	49473	51185	50261	51972
15	49122	50833	52543	51621	53332
16	50482	52195	53906	52981	54692
17	52101	53819	55540	54611	56331
18	53466	55186	56906	55980	57700
19	54972	56694	58419	57489	59214
20	56762	58500	60237	59298	61035
21	58141	59880	61616	60682	62419
22	59525	61262	62999	62063	63799
23	60905	62642	64379	63444	65180
24	62775	64551	66326	65370	67145
25	63180	64960	66740	65782	67561
26	63930	65710	67490	66532	68311

Credit hours to a maximum of 60 above a BA-\$52

## APPENDIX C

### 2003-04 SALARY SCHEDULE

LEVEL	BA/BS	BA/BS+30	BA/BS+60	MA/MS	MA/MS+30
1	32244	33980	35717	34785	36521
2	33079	34803	36527	35599	37322
3	34155	35878	37604	36673	38397
4	35635	37359	39083	38153	39878
5	36858	38582	40306	39376	41100
6	38080	39803	41527	40599	42323
7	39304	41027	42753	41820	43544
8	40524	42247	43973	43043	44768
9	41748	43473	45196	44263	45988
10	42968	44694	46417	45489	47212
11	44192	45917	47639	46712	48436
12	45413	47137	48860	47934	49658
13	46636	48360	50083	49157	50880
14	48120	49844	51569	50638	52362
15	49490	51214	52937	52008	53732
16	50861	52586	54310	53378	55103
17	52492	54222	55956	55020	56753
18	53867	55600	57333	56400	58133
19	55384	57120	58857	57920	59659
20	57188	58938	60689	59743	61492
21	58577	60329	62078	61137	62887
22	59971	61722	63472	62528	64278
23	61362	63112	64861	63920	65669
24	64501	66326	68150	67168	68992
25	65075	66909	68742	67755	69588
26	65848	67682	69514	68528	70361
27	66348	68182	70014	69028	70861

Credit hours to a maximum of 60 above a BA-\$52

## APPENDIX D

### 2004-05 SALARY SCHEDULE

LEVEL	BA/BS	BA/BS+30	BA/BS+60	MA/MS	MA/MS+30
1	32566	34320	36075	35133	36886
2	33244	34977	36709	35777	37509
3	34326	36058	37792	36857	38589
4	35814	37546	39279	38343	40077
5	37042	38775	40508	39573	41306
6	38270	40002	41735	40802	42535
7	39500	41232	42966	42029	43762
8	40727	42459	44193	43258	44991
9	41957	43690	45422	44485	46218
10	43183	44917	46649	45716	47448
11	44413	46146	47877	46945	48678
12	45640	47373	49105	48173	49906
13	46869	48602	50334	49403	51135
14	48361	50094	51827	50892	52623
15	49738	51471	53201	52268	54000
16	51115	52849	54581	53645	55378
17	52754	54494	56236	55295	57037
18	54406	56156	57907	56964	58714
19	55938	57691	59445	58500	60255
20	57760	59528	61296	60341	62107
21	59162	60932	62699	61748	63516
22	60571	62339	64107	63154	64920
23	61975	63743	65510	64559	66326
24	65146	66989	68831	67840	69682
25	65726	67578	69429	68433	70284
26	66506	68358	70209	69213	71064
27	68338	70227	72115	71099	72986
28	68838	70727	72615	71599	73486

Credit hours to a maximum of 60 above a BA-\$52

## APPENDIX E

### 2005-2006 SALARY SCHEDULE

LEVEL	BA/BS	BA/BS+30	BA/BS+60	MA/MS	MA/MS+30
1	32892	34663	36435	35484	37255
2	33577	35327	37076	36135	37884
3	34669	36418	38170	37225	38975
4	35993	37733	39475	38535	40278
5	37227	38969	40710	39771	41512
6	38461	40202	41944	41006	42748
7	39698	41439	43181	42239	43981
8	40930	42671	44414	43475	45216
9	42167	43908	45649	44707	46449
10	43399	45142	46882	45945	47685
11	44636	46377	48117	47180	48922
12	45868	47609	49350	48414	50156
13	47103	48845	50586	49650	51390
14	48603	50344	52086	51146	52887
15	39986	51728	53467	52530	54270
16	51371	53114	54854	53913	55655
17	53018	54766	56517	55572	57322
18	54678	56437	58196	57249	59008
19	56218	57979	59743	58792	60556
20	58049	59825	61602	60642	62418
21	59458	61237	63012	62057	63833
22	60874	62650	64427	63469	65245
23	62285	64062	65838	64882	66657
24	66775	68664	70552	69536	71424
25	67369	69268	71165	70144	72041
26	68169	70067	71965	70944	72841
27	70047	71983	73918	72876	74811
28	70547	72495	74430	73389	75324
29	71059	72995	74930	73889	75824

Credit hours to a maximum of 60 above a BA-\$52

## APPENDIX F

Criteria for sport level placement: 1) length of season, 2) number of players involved, 3) hours involved, 4) number of games/meets.

### INTERSCHOLASTIC SALARIES

Level (Description)	YEARS	1-3 Years	4-6 Years	7+ Years
<b><u>Level 1</u></b>	2001-02	3023	3328	3686
V. Football,	2002-03	3083	3394	3760
V. Basketball and	2003-04	3145	3462	3835
V. Wrestling	2004-05	3208	3531	3912
	2005-06	3272	3602	3990
<b><u>Level 2</u></b>	2001-02	2706	2978	3297
V. Baseball,	2002-03	2760	3037	3363
V. Softball, V. Soccer,	2003-04	2815	3098	3430
V. Track and	2004-05	2872	3160	3498
V. Cross Country	2005-06	2929	3223	3568
<b><u>Level 3</u></b>	2001-02	2387	2628	2911
Asst. V. Fbl, Asst. V. Fbl. 2,	2002-03	2435	2680	2969
Asst. Wrestling, JV Basketball,	2003-04	2483	2734	3028
V. Cheerleading,	2004-05	2533	2789	3089
JV. Football, Asst. Track	2005-06	2584	2845	3151
And Asst. Soccer				
JV Cheerleading	2001-02	1194	1315	1455
	2002-03	1217	1341	1484
	2003-04	1242	1368	1514
	2004-05	1267	1395	1544
	2005-06	1292	1423	1575
<b><u>Level 4</u></b>	2001-02	2068	2277	2521
JV Mod. Football,	2002-03	2109	2323	2572
JV Soccer, V. Tennis,	2003-04	2152	2369	2623
JV Volleyball,	2004-05	2195	2416	2676
JV Baseball, JV Softball	2005-06	2238	2465	2729
<b><u>Level 5</u></b>	2001-02	1750	1925	2134
Asst. JV Football	2002-03	1785	1964	2177
Modified Sports	2003-04	1821	2003	2220
	2004-05	1857	2043	2265
	2005-06	1894	2084	2310
Asst. Modified Sports	2001-02	876	964	1066
	2002-03	893	983	1087
	2003-04	911	1003	1109
	2004-05	929	1023	1131
	2005-06	948	1043	1154

## APPENDIX F

### OTHER ACTIVITIES 2001 – 2006

Level (Description)	YEARS	1-3 Years	4-6 Years	7+ Years
<b><u>Level 1</u></b>				
Student Activities	2001-02	2803	3086	3418
Treasurer				
HS Yearbook	2002-03	2859	3147	3486
	2003-04	2916	3210	3556
	2004-05	2975	3274	3627
	2005-06	3034	3340	3700
<u>HS/MS Show</u>				
Dir/Prod	2001-02	1122	1234	1367
	2002-03	1144	1259	1394
	2003-04	1167	1284	1422
	2004-05	1191	1310	1450
	2005-06	1214	1336	1479
Tech Director	2001-02	700	772	855
Music Director	2002-03	714	788	872
	2003-04	728	803	889
	2004-05	743	819	907
	2005-06	757	836	925
Choreographer	2001-02	140	154	170
	2002-03	143	157	174
	2003-04	145	160	177
	2004-05	148	163	181
	2005-06	151	167	184
Pep Band	2001-02	506	555	615
	2002-03	516	566	627
	2003-04	526	577	640
	2004-05	537	589	653
	2005-06	548	601	666
Senior Class Advisor	2001-02	1403	1543	1707
Drama Prod	2002-03	1431	1574	1742
	2004-05	1488	1638	1812
	2005-06	1518	1670	1848
<b><u>Level 2</u></b>				
Junior Class Advisor	2001-02	1255	1380	1529
	2002-03	1280	1408	1560
	2003-04	1305	1436	1591
	2004-05	1331	1465	1623

	2005-06	1358	1494	1655
<b><u>Level 3</u></b>				
Sophomore Class Advisor	2001-02	1107	1218	1350
	2002-03	1129	1242	1377
	2003-04	1151	1267	1405
	2004-05	1174	1292	1433
	2005-06	1198	1318	1462
<b><u>Level 4</u></b>				
Freshmen Class Advisor	2001-02	959	1057	1169
Clubs	2002-03	978	1078	1192
High School Newspaper	2003-04	998	1099	1216
	2004-05	1017	1121	1240
	2005-06	1038	1144	1265
<b><u>Level 5</u></b>				
Middle School Yearbook	2001-02	1623	1785	1979
	2002-03	1655	1821	2018
	2003-04	1688	1857	2059
	2004-05	1722	1894	2100
	2005-06	1757	1932	2142

**APPENDIX F - 1**  
**ADDITIONAL COMPENSATION**  
**2001-2006**

	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
Department Chairs	1583 (\$28/hour)	1615 28	1647 29	1680 29	1714 30
Curriculum Coordinators	2224	2268	2313	2360	2406
Director of PE	2224	2268	2313	2360	2406
Director of Athletics	2224	2268	2313	2360	2406
Staff Dev. Chairperson	2224	2268	2313	2360	2406
Curriculum Review, Cycle Members, Driver Ed	\$28/hour	28	29	29	30
*Supervision Concerts	\$58	59	60	62	63
*Supervision All Others	\$64	66	67	68	70
**Intramural Fees	\$30/hour	30	31	31	32
Cycle Chairs	489	498	508	518	529

\*Supervision will be voluntary and offered by the Administration on a rotating basis to all members of the participating school.

\*\*Intramurals will be paid on a per night basis for each night the teacher runs an intramural activity.

## **APPENDIX G**

As it is a matter of historical record, all employees hired prior to July 1, 1993 shall have in retirement the benefits of health insurance and dental insurance in the teacher contract. The District's annual contribution toward payment of premiums shall be at least equal to the contractual premium percentage in effect on the date of their retirement.

Employees hired after July 1, 1993 shall have in retirement the benefits of the health and dental insurance in the teachers' contract with the district's annual contribution toward payment of premium being 50 percent.

**APPENDIX H**  
Brittonkill Central Schools  
**STATEMENT OF GRIEVANCE**  
Brittonkill Teachers Association

Grievance No. \_\_\_\_\_

Date: \_\_\_\_\_

Aggrieved Party: \_\_\_\_\_

Position of Party (Building employed, subject or grade):  
\_\_\_\_\_

Violation, Misinterpretation or Inequitable Application of:

1. Contract \_\_\_\_\_
2. Rules or Regulations having force of law \_\_\_\_\_
3. Law \_\_\_\_\_

Time and Place of Alleged Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify of Party Responsible for Causing Said Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance; \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Redress Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Signed \_\_\_\_\_  
Aggrieved Party Party Receiving Grievance

Signed \_\_\_\_\_ Date \_\_\_\_\_  
For the Association

Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Position \_\_\_\_\_  
Date \_\_\_\_\_

## APPENDIX G

### DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

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(Print)	Last Name	First
	Building	

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Address

TO: The Board of Education  
Brittonkill Central School District

Pursuant to Chapter 392, Laws of 1997, I hereby designate the Brittonkill Teachers Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Brittonkill Teachers Association the dues as certified. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Brittonkill Teachers Association \$ \_\_\_\_\_

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Employee's Signature

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Date