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**Contract Database Metadata Elements**

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**AGREEMENT**

**between the**

**SUPERINTENDENT**

**of the**

**BERNE-KNOX-WESTERLO SCHOOL DISTRICT**

**and the**

**BERNE-KNOX-WESTERLO TEACHERS ASSOCIATION  
LOCAL 2501, NYSUT**

**JULY 1, 1999 - JUNE 30, 2002**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD





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## **PREAMBLE**

The Board of Education, the administrative staff, and the teaching staff of the Berne-Knox-Westerlo Central School district recognize that there is a mutual responsibility for the education of the children of Berne-Knox-Westerlo Central Schools.

It is further recognized that good morale of the teaching staff is necessary for the best possible education of the children.

Policy considerations are a shared responsibility of the Board of Education, the administrative staff, and the teaching staff.

In order to effect the provisions of Article 14 of the Civil Service Law, chapter 392 of the Laws of 1967, otherwise known as (The Public Employees Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Berne-Knox-Westerlo Central School Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Berne-Knox-Westerlo Teachers Association (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the School District, we enter into this agreement.

## **ARTICLE I**

### **RECOGNITION**

The Berne-Knox-Westerlo Central School Board of Education, having determined that the Berne-Knox-Westerlo Teachers Association, Local 2501 of NYSUT, is supported by a majority of the teachers in a unit composed of all professional certificated personnel, excluding the Superintendent, Assistant Superintendent, High School Principal, Elementary Principal, Business Administrator, Assistant Business Manager, Dean of Students, Associate Principal K-12, and per diem substitutes, except as outlined below, hereby recognizes the Berne-Knox-Westerlo Teachers Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall be subject to challenge as provided for under the provisions of the Taylor Law.

For the purpose of this Agreement, the following terms shall have these respective understandings:

#### **Per Diem Substitute Teacher (Short Duration)**

A person hired on a day-to-day basis for a specific absent teacher for forty (40) consecutive school days or less. The per diem substitute teacher (short duration) shall be paid a daily rate of pay, as established by the Board of Education. As a per diem substitute teacher (short duration) the individual will not be entitled to the rights or benefits of the negotiated agreement between the parties.

#### **Per Diem Substitute Teacher (Long Duration)**

A person hired for more than forty (40) consecutive school days for a specific absent teacher. The per diem substitute teacher (long duration) shall be paid, beginning with the forty first (41st) consecutive school day, in accordance with the salary schedule (Article VIII) retroactive to the first day of employment. The per diem substitute (long duration) is entitled to no other benefits under the contract.

#### **Long Term Substitute Teacher**

A person hired for a specific period of time equal to more than forty (40) consecutive school days to replace a teacher on an unpaid leave of absence. The long term substitute is responsible for all usual and customary duties normally assigned to the absent teacher. Except for the modification of exclusions listed herein, a long-term substitute teacher will have all the rights and benefits of the negotiated agreement between the parties.

The following areas are excluded: Article IX (6) (7), Child Rearing Leave, Long-Term Unpaid Leaves of Absence; Article XVI, Evaluation, unless the specified period of time for such replacement is equivalent to at least one semester or more in such case, Article XVI is modified so that paragraphs (1) and (2) only shall apply with one observation per semester and full employment required. Also excluded are any rights under the contract to retirement benefits including any health insurance for retirees.

Sick days, personal days or any other leave days are earned and credited on a pro rata yearly basis.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

1. Prior to December 15, of 2001, the Association or the Board shall file a written letter of intent to negotiate with their respective opposites. A written request by either party shall bind the other to negotiate terms and conditions of employment for the following school year. Negotiations shall commence on or before January 15, 2002, unless the date is altered by a mutual agreement. If neither side requests negotiations by December 15, 2001, or if neither begins negotiations by January 15, 2002, and there is no written request for extension of time by either party, then it is understood that the Association and the Board agree that the current contract shall remain in full force until June 30, 2002. Both parties may mutually decide to alter part or all of the contract during its life.
2. During negotiation, the Board's Agent and the Association's Agent will exchange points of view, make proposals and counter proposals as supported by relevant data. As of the time it is available, the Board will provide the Association with the School District Budget for the next fiscal year. The parties agree to make available to each other for inspection all public records, data and information in their possession. Either party may, if it so desires, utilize the services of outside consultants. The School District will provide a place for the negotiation between the parties agreeable to both sides. This room shall be so equipped as to provide a meeting of representatives on an equal basis with another room being provided where Association representatives may caucus in private during these negotiation SESSIONS. The parties agree that no representatives or observers be present at negotiation sessions except those nominated by the School Board and/or its agent and the Association's Negotiating Team. Both parties agree that there be no release of information in regard to the negotiation to the public without prior notice and agreement to a joint press release or until impasse is declared. Communication with respective governing bodies does not constitute a public release.
3. Where an impasse occurs or if an agreement is not concluded by March 1, either party may request the use of PERB for mediation. Mediation may be followed by the other steps provided for in the Taylor Law. If both parties are dissatisfied with the effort of PERB, the parties will seek to agree on a mutually acceptable Mediator and will obtain a commitment from said Mediator to serve. The costs, if any of such Mediator shall be shared equally by the Board and Association. Such Mediation and Fact-Finding will be governed by the provisions of Section 209 of the Civil Service Law.
4. Before the Board adopts a change in policy which affects teacher's terms or conditions of employment, the Board will notify the President of the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Board over such proposed change.
5. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.



6. The provisions of the agreement shall be incorporated into and be considered part of the established policies of the Board.
7. Any individual arrangement, agreement or contract between Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this agreement.
8. If any provision of this agreement or any application of the agreement to any teacher or group of teachers 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.
9. Copies of this signed agreement shall be made available and distributed to all teachers employed by the Board as soon as possible, and in no case later than one month after its signing by both parties. In the event that a teacher cannot be reached, for instance during the summer recess, the new contract will be provided on the first day of the new school year, subject to the one month provision above. The contract shall be printed alternately by the Association and the District.

**ARTICLE III**  
**PROFESSIONAL STAFF-GRIEVANCE PROCEDURE**

**A. Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences.

**B. Definition**

A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition effecting their welfare and/or terms and conditions of employment including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, bylaws, regulations, direction, orders, work rules, procedures practices or customs of the Board of Education and administration.

**C. Procedures**

1. Except at the informal stage all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, 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.
2. Except for the informal decision at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of teachers or is associated with system-wide policies, it may be submitted directly at Stage 2 described below.
4. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

5. Except as otherwise provided in Section E. 1A and 1B, an aggrieved party and any party named in a grievance 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 own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
6. Forms for filing grievances will be developed by the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement and in future proceedings.
9. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2, and 3 of this procedure.
10. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
11. Copies of transcripts prepared for or by the hearing officers at Stages 1, 2, or 3 shall be made available as soon as possible.

**D. Time Limits**

1. The time limits specified in this procedure may be extended or shortened in any specific instance by mutual written agreement. "Days" shall mean a day school is in session except that between July 1 and August 31. Inclusive "days" shall mean a day other than Saturday, Sunday, or legal holiday.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time shall be deemed an acceptance of the decision.

3. No written grievance will be entertained and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within forty (40) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
4. In the event a grievance is filed on or after June 1, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

**E. Stages of Grievance**

Grievances involving contract violations shall follow Stages 1,2,3, and 4.

All other grievances shall follow Stages 1,2, and 3.

**1. Stage 1 - Building Principal**

- a. A teacher having a grievance will discuss it with the Building Principal, either directly or through a representative, with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be presented in writing to the Building Principal within ten (10) school days after completing the informal hearing. Within ten (10) school days after receiving the written grievance, the principal shall render his/her decision in writing and shall furnish one copy to the teacher who lodged the grievance and one copy to the Association.

**2. Stage 2 - Superintendent**

Within ten (10) school days after receiving the decision of the Building Principal, the teacher and/or the Association may appeal the decision in writing to the Superintendent who shall give the teacher the opportunity to be heard within five (5) school days after delivery of the appeal and shall communicate his/her decision in writing to the teacher and/or Association within five (5) school days after the hearing on the grievance.

**3. Stage 3 - Board of Education**

Within ten (10) school days after receiving the decision of the Superintendent, the teacher and/or the Association may appeal the decision in writing to the Board of Education. Within ten (10) school days after receipt of an appeal, the Board, or a committee thereof, shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within five (5) school days after the conclusion of the hearing, the Board shall render a decision in writing.

**4. Stage 4 - Arbitration**

- a. After the Board's decision has been rendered, if the employee(s) are not satisfied with the decision at Stage 3, employee(s) may submit the grievance to arbitration by written notice to the Board within seven (7) school days of the decision at Stage 3.
- b. Arbitration panel shall consist of 3 people; one selected by the Board, one by the Association and the third mutually agreed upon by the Board and the Association. In the event the Board and the Association cannot reach agreement on the third party after ten (10) school days, the selection of the third party will be turned over to PERB for their decision in the selection of the third party.
- c. The selected Arbitration Panel will hear the matter within twenty (20) school days and will issue its decision not later than ten (10) school days from the date of the close of the hearing. The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusion on the issues and be transmitted to the Board, the grievant and the President of the Association. Majority vote on the panel will prevail in the rendering of the decision.
- d. The decision of the Arbitration Panel shall be final and binding upon all parties unless found to be in violation of any existing law or precedential ruling of any State or Federal Court, PERB or the Office of the Commissioner of Education.
- e. The costs of the services of arbitration will be borne equally by the Board and the Grievant.

**ARTICLE IV**  
**TEACHER AND ASSOCIATION RIGHTS**

1. The Association shall have the right to use regular school equipment after school hours. Any equipment housed in the teachers room may be used at will. The Association shall purchase its own materials and supplies.
2. The Association shall have the right to use school facilities without costs at reasonable times for local meetings after teachers' dismissal. Upon 2 weeks notice to the superintendent, the local association shall have the right to hold local meetings at 2:35 p.m. five times per year.
3. The Association shall have the right to use faculty mailboxes as a means of communication with faculty members on Association business.

**ARTICLE V**  
**TEACHER QUALIFICATIONS AND ASSIGNMENTS**

1. There will be a reasonable attempt to make all teacher assignments on an equitable basis.
2. The assignment of additional duties will be on an equivalent basis insofar as the master schedule will permit.
3. Each teacher is to daily initial a general register upon arriving and leaving school.
4. All returning secondary teachers shall no later than June 15th (Elementary, August 7) receive a copy of the master schedule for the following school year including school room(s), schedule, approximate number of pupils and group level(s) of pupils. The elementary teachers shall be notified of the grade level they will teach by July 1. If there are any subsequent emergency changes to the master schedule, the teacher(s) affected shall be notified as soon as such changes are made.
5. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age or disability.
6. The Superintendent shall recommend and the Board shall appoint only persons who shall be properly eligible and/or certified holding a Bachelor or Higher Degree by September 1 of the school year for which the appointment is to be made when such persons are active candidates available for appointment.
7. Any teacher with four (4) or more class preparations in different subjects or subject levels, whenever practicable, shall not have study hall duties.
8. It is understood that progressive disciplinary measures may be taken by the Administration toward any faculty member who chronically abuses the arrival and departure times in the contract.
9. **Cafeteria Study Hall Rotation (Middle/High School)**
  1. The entire faculty will be rotated into any cafeteria study hall duty, with the exception of the high school librarian, the guidance counselors, and the part-time faculty. No faculty member will serve a second term until every other faculty member has served at least one term. For the assignment of cafeteria study hall duty only, teachers with four preparations will also be included.
  2. Teachers who volunteer to teach six classes are eligible to serve ½ period of cafeteria study hall duty where practicable by scheduling. This only satisfies ½ of their obligation.
  3. No teacher will serve more than one full period of cafeteria study hall duty in one school year.

4. There will be no volunteerism. Everyone must serve his/her own turn.
5. Cafeteria study halls will only be scheduled if no classroom space is available during that period.
6. Teachers will be assigned cafeteria study hall duty based on a sliding scale of enrollment, as follows:

1 to 30 students:	One teacher will be assigned.
31 to 60 students:	Two teachers will be assigned.
61 to 90 students:	Three teachers will be assigned.

In the case that there is insufficient faculty for the assignment of additional study halls, there will be allowance of a three student leeway on the size limits.

7. Teachers who have served in the cafeteria study hall during the 1993-94, 1994-95, and 1995-96 school years have already served their turn in this rotation; and, will not be assigned this cafeteria study hall duty again until the rest of the faculty has rotated through the duty.
8. Middle school teachers will be assigned this duty only with their own grade-level students and according to the middle school schedule.
9. In the event the District partitions a portion of the cafeteria with a portable partition that portion will be considered a classroom and treated as such.
10. A joint committee made up of the Teacher's Association and the Administration will be set up to monitor the above agreement, whenever a situation occurs requiring the assignment of a study hall to the cafeteria.



**ARTICLE VI**  
**TEACHER WORK LOAD**

1. The Administration will make very effort to avoid assigning a teacher an excessive pupil load. Teachers may form a committee or committees to determine class size limits. Such committees shall include teachers from the affected areas, Department Chairman, Curriculum Coordinators and Building Principals. Recommendations of the committees shall be sent to the Board which shall be subject to Board ratification. In the case of Art, Technology and Laboratory courses, student safety shall be of primary importance in determining class size. Committees may be formed by Department Heads, or if none, the teachers affected.
2. No secondary school teacher shall be asked to teach in more than two subject areas unless extenuating circumstances exist.
3. a. The school day for teachers shall be seven hours and twenty-five minutes (8:00 a.m. to 3:25 p.m., with thirty (30) minutes leeway with notice to the Association), unless other arrangements have been made between an individual faculty member and the administration. Student arrival shall be 8:10 a.m. with thirty (30) minutes leeway. The period of time either preceding student arrival or following the first general student dismissal shall be spent in conducting professional duties which may consist of but are not limited to the following:
  - 1 – offering students remedial or enrichment instruction, a minimum of two days, on average, per week.
  - 2 - attending grade level, subject area, parental, faculty or other meetings as scheduled by the administration, department heads or curriculum coordinators.
  - 3 - daily/long term lesson planning, test, quiz, project & homework evaluation, video/film/book preview & evaluation, grade calculations, report cards & interim letters marking, photocopying, requisitions, letters-of-recommendation, telephone calls to parents, vendors, etc., student discipline follow-up, lab/room tidy up/setup, supply, material and book inventories, professional reading, Internet research, district-wide committee work, professional skill upgrading, in-service activities, and curriculum alignment within grade level and/or subject area.
  - 4 - advising class, club or other student activities (excluding interscholastic sports.)
- b. Where illness or other commitments require a teacher's absence during part of the school day, approval or permission of the administration will be obtained to leave earlier or arrive later than scheduled.
- c. Faculty members will be excused for professional obligations when it can be arranged with the Building Principal.

4. There shall be no elimination of faculty positions without advance notice and consultation with teachers and the Association.
5. During the hours of 8:10 a.m. and 2:55 p.m., with thirty (30) minutes leeway, each Elementary teacher will be assigned not less than two hundred (200) minutes of planning time per week (exclusive of lunch period) with no less than forty (40) minutes on any given day unless voluntarily altered.
6. With the exception of when a class is involved in a computer lab period, Elementary School teachers will be free from classroom duties whenever a special teacher assumes responsibility for the class.
7. The workload of each teacher in grades 6 through 12 under the 8½ period schedule, (8:10 a.m. to 2:55 p.m. with thirty (30) minutes leeway). The parties agree that the terms and conditions for Grade 6 teachers shall revert to those in place as of October 1, 1996 in the event that the Middle School concept is abolished. The parties agree that if the Middle School Program is abolished, the contract language will revert back to the language in place as of June 30, 1993. The teacher's workload shall include:
  - a. Homeroom responsibility or corridor supervision.
  - b. Teach five classes.
  - c. Study Hall or equivalent duty time up to a maximum of one and one-half (1½) supervisor periods, or a sixth class if the teacher agrees with a maximum of one-half supervisor periods.
  - d. A free period. Free periods will be contiguous, if possible and not divided more than once.
  - e. Duty time can be split. Ex.: one-half period study hall and one-half period of hall duty.
  - f. No teacher will be assigned cafeteria duty.

or

The workload of each teacher in the grades 6-12 under the 7½ period schedule, hours (8:10 a.m. to 2:50 p.m. with thirty (30) minutes leeway) shall include:

- a. Homeroom responsibility or corridor supervision.
- b. Teach five classes.
- c. Study hall or equivalent duty time or a 6th class if teacher agrees.
- d. A free period. Free periods will be continuous, if possible and not be divided more than once.

- e. Duty time can be split. Ex:  $\frac{1}{2}$  period study hall, and  $\frac{1}{2}$  period of hall duty.
  - g. A Committee comprised of representatives of the Association and the Administration shall be set up to examine the impact of the implementation of Distance Learning on the teaching staff.
  - h. The professional duties outlined in Article VI 3.a. shall be in addition to these assignments but are not considered to be an additional class assignment.
8. When a vacancy occurs for a teaching position that will be for one year or longer, this fact will be made public. Any teacher who wishes to be considered for a change in position should notify the Superintendent as soon as possible, and within 5 school days of the public notice. If a teacher wishes to be notified of any vacancy that may occur in the summer, the teacher will leave a self-addressed envelope with the Superintendent.

**ARTICLE VII**  
**TEACHER FACILITIES**

1. A faculty room shall be provided for each building. Said facility should include a work area suitable for teacher duties, correcting papers, constructing and typing tests.

One computer and printer, a test scoring machine, and a refrigerator should be furnished in each faculty room. The room should be adequately heated, sufficiently ventilated and have ample lighting. Provision should be made for keeping the room reasonably clean and neat. Bookcases shall be provided for display of professional journals and books.

**ARTICLE VIII**  
**FACULTY SALARY SCHEDULE**

1.     **A.**

<u>STEPS</u>	<u>B.A.</u> <u>1999-00</u>	<u>B.A.</u> <u>2000-01</u>	<u>B.A.</u> <u>2001-02</u>
1	\$31,500	\$31,750	\$32,000
2	\$32,469	\$32,729	\$32,988
3	\$33,117	\$33,735	\$34,005
4	\$33,645	\$34,409	\$35,051
5	\$34,270	\$34,957	\$35,751
6	\$34,869	\$35,607	\$36,320
7	\$35,466	\$36,229	\$36,996
8	\$36,050	\$36,849	\$37,642
9	\$36,640	\$37,456	\$38,286
10	\$36,990	\$38,069	\$38,917
11	\$38,025	\$38,433	\$39,554
12	\$39,597	\$39,597	\$39,932
13	\$41,141	\$41,141	\$41,141
14	\$42,044	\$42,745	\$42,745
15	\$43,033	\$43,684	\$44,412
16	\$44,158	\$44,711	\$45,388
17	\$45,721	\$45,880	\$46,455
18	\$46,892	\$47,504	\$47,669
19	\$48,084	\$48,721	\$49,357
20	\$49,312	\$49,959	\$50,621
21	\$50,893	\$51,235	\$51,907
22	\$52,099	\$52,878	\$53,233
23	\$53,304	\$54,131	\$54,940
24	\$54,831	\$55,383	\$56,242
25	\$56,725	\$56,969	\$57,543
26	\$59,024	\$59,629	\$60,510
27	\$61,323	\$62,289	\$63,477
28	\$63,622	\$64,949	\$66,444
29	\$65,921	\$67,609	\$69,411
30	\$68,221	\$70,268	\$72,376

2.     **Credit Hours**

Effective July 1, 1999, the following rates will be paid for graduate credit hours:

1999-00 = \$51.00

2000-01 = \$53.00

2001-02 = \$55.00

A maximum of eighty-one (81) credit hours will be eligible for payment, in amounts divisible by three (3).

3. **Masters Degrees**

Effective July 1, 1999, teachers holding a Masters Degree will be paid at the following rates per annum:

1999-00 = \$727.00

2000-01 = \$755.00

2001-02 = \$784.00

4. **Doctoral Degrees**

Effective July 1, 1999, teachers holding a Doctoral Degree will be paid at the following rates per annum:

1999-00 = \$727.00

2000-01 = \$755.00

2001-02 = \$784.00

5. Effective July 1, 1999, teachers earning National Teacher Certification will be paid at the rate of \$700 per annum for as long as the teacher maintains that certification.
6. The Board, in hiring teachers new to the district may give credit for teaching experience elsewhere plus one (1) year for military service.
7. The Board shall participate in the Blue Cross Matrix I Health Insurance Plan and Blue Cross Prescription Drug Plan and shall contribute 100% of the individual premium and 85% of the family premium. Effective August 1, 2001, The \$1 co-pay for prescription drugs shall increase to \$5. For active unit members, this \$4 co-pay increase sunsets at the end of this agreement, June 30, 2002.
8. The Board shall provide a Basic Dental Insurance Plan with riders A, B, C, and D and shall contribute 100% of the individual premium and 75% of the family premium.
9. The BKWTA agrees to continue its active participation on the District's health insurance committee. Any subsequent changes to health insurance offerings shall be subject to ratification by the Board of Education, Berne-Knox-Westerlo Central School District, and the membership of the Berne-Knox-Westerlo Teachers Association.
10. A Section 125 IRC plan that is mutually agreed upon will be implemented.
11. The District shall provide the teaching staff with payroll deduction rights in equal installments, for the School System Federal Credit Union. Teachers will have the option to change or implement the deduction amounts in September and/or February of any school year.
12. The District shall provide a deduction plan for a bond-a-month program.
13. Teachers shall receive their paychecks every other Friday and the last day of school in June.

14.
  - a. The un-remarried spouse and otherwise eligible dependent children of a unit member, who retires after June 30, 1999 with twenty or more years of active District service and subsequently dies, shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage. For active unit members, this benefit sunsets at the end of this agreement, June 30, 2002.
  - b. The un-remarried spouse and otherwise eligible dependent children of a unit member, who dies after June 30, 1999 and who, at the date of death, had completed twenty or more years of active District service and is eligible for immediate retirement under the Teachers Retirement system, shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage. For active unit members, this benefit sunsets at the end of this agreement, June 30, 2002.

**ARTICLE IX**  
**PERSONAL AND SICK LEAVE**

1. a. Annual sick leave shall be granted to each teacher at the rate of fifteen (15) days per annum, three (3) days of which may be used as personal business upon notification to the administration each year. Accumulation of sick leave shall be limited to 200 days. For any illness which extends beyond ten (10) consecutive days, a physicians certificate may be required by the administration.
- b. Personal business days may be used for personal business that must take place when school is in session.
- c. If a personal day needs to be taken to extend a vacation period before or after a holiday period/holiday, one (1) day of three (3) will be allowed, subject to the following restrictions:

In such case, the one (1) day allowed shall be counted as a personal day but shall be without any pay. During the given holiday period/holiday (e.g. before or after winter recess) no more than four (4) members may be eligible for this exception. (There will be an effort to make this equitable between buildings.)

These days will be granted on a seniority basis first, and thereafter based on past usage.
- d. The administration reserves the right to grant personal days without penalty before or after a holiday period/holiday for legitimate purposes.
2. Three (3) days shall be granted to each teacher in the case of death in the teacher's immediate family, and the teacher shall be entitled to utilize any unused personal business days remaining in addition in the case of such death. In the event that a teacher has no personal business days he shall be entitled to use up to two sick leave days in the case of such a death. Immediate family shall mean employee's spouse, parents, brothers, sisters, children, spouse's parents, grandparents, uncles and aunts.
3. Serious illness in the immediate family shall be grounds for using sick leave time, but a physician's certificate may be required by the administration.
4. Every teacher shall have a physical examination, at District expense every other year as prescribed by the Board of Education Policy Handbook, Section 4500.21, not to exceed \$20.00.
5. A visit to the doctor or dentist shall not be automatically deducted from personal leave; rather it shall be at the teacher's option to take the medical leave as a sick day(s) or as a personal day(s), for which a doctors certificate of receipt is required.



## 6. Extended Leave of Absence

- a. Any tenured teacher who joins the Peace Corps, VISTA, or National Teachers Corps may apply for a leave of absence without pay for up to two (2) years with Board approval. Any tenured teacher who is a full-time participant in the Exchange Teacher Program may apply for a leave of absence, without pay, of up to one (1) year. Application for said leave must be made before March 1st. Upon return from said leave, a teacher will be considered as if he were actively employed during the leave and will be placed on the Salary Schedule at the level he would have achieved. Any tenured teacher may apply for a leave of absence, without pay, of one (1) year for purpose of academic advancement where said teacher is a full-time participating student. Applications for an academic leave, should be made on or before April 1st. Upon return from an academic leave, a teacher will be placed on the next step of the Salary Schedule. The Board's approval of such applications shall not be unreasonably withheld.
- b. The granting of leaves under Paragraph 1 above, is contingent upon the Board's being able to hire a qualified temporary replacement in the same area. No sick time will accumulate while on leave.
- c. Teachers shall be granted unpaid Child Rearing Leave upon written application to the Superintendent. Notification must be made at (least five (5) months) before the expected birth of the child. Such leave will begin at a date mutually agreed upon by the teacher and the Superintendent. A physician's written statement may be required by the Board of Education attesting to the number of days the teacher will continue in service. A physician's certificate may be required to verify disability claims. The leave of absence shall not exceed two years and return to duty must coincide with a date mutually agreed upon by the teacher and superintendent. Applications for extensions of maternity leave must be filed at least three (3) months before the expiration of such leave. Child Rearing Leave shall constitute an interruption of the probationary period and not in lieu of service in meeting the requirements for serving a probationary period. A teacher will not accumulate additional leave days during Child Rearing Leave. The Board's approval of maternity leave, or extension thereof, shall not be unreasonably withheld. Child rearing leaves of up to 12 weeks fall within the scope of the Federal Family Leave Act. Unit members are advised to review the Family Leave Act for leaves of 12 weeks, or less.
- d. Any teacher whose personal illness extends beyond the period of accumulated sick leave may apply to the Board for a leave of absence.
- e. All requests for leaves or extensions or renewals of leaves will be applied for and granted in writing.
- f. A teacher on a leave of absence for a year or more shall notify the Superintendent of his/her intention to return to service by January 15 of the year of the expiration date of such leave. If the Superintendent has not received a notice by February 1, it shall be assumed to constitute a resignation.

7. **Professional Grants**

Professional grants shall be given to teachers pursuant to the following conditions:

- a. Such grants shall be given only to permanently certified, tenured teachers. A teacher may reapply after five (5) years has elapsed from the last grant approval.
- b. A committee made up of the Superintendent, Assistant Superintendent, the High School Principal and the Elementary School Principal, representing the District, and one elementary and one secondary teacher, selected by the Association, shall, by June 15th, prioritize all grant applications for summer/fall which must be received between May 1st and June 1st. The committee shall, by January 15th, prioritize all grant applications for spring which must be received between December 1st and January 1st. Final determination is made by the Board of Education.

Such grants shall be approved by the Board of Education to teachers for academic improvement or for other purposes that the Board may determine in the benefit of the District, its educational program and staff.

- c. The Board shall approve three (3) credit-hour grants per person, or six (6) credit-hour grants per person, to a maximum of thirty (30) credit hours per year if requests are submitted as per Paragraph b above.
- d. Compensation will be paid at the rate of five Hundred Dollars (\$500.00) per three (3) hours of approved graduate credit or equivalent per person or One Thousand Dollars (\$1000.00) per six (6) hours of approved graduate credit or equivalent per person to an aggregate yearly maximum of Five Thousand (\$5,000.00) Dollars.
- e. The compensation shall be a one-time, non-accumulative payment. Compensation will be made within three (3) weeks following approval by the Board of Education.
- f. Compensation will be paid on the assumption that the course or courses will be successfully completed. If the course or courses are not successfully completed, the employee must reimburse the District for the monies received.
- g. A professional employee accepting a professional grant shall return to the school system for at least one (1) year after the grant or reimburse the Board of Education within one (1) year for monies received from the District for the grant. This is provided that failure to return is not due to unavoidable circumstances such as serious illness. Professional employees accepting a professional grant shall sign a statement before the grant becomes effective indicating that the reimbursement will be made in accordance with the Agreement as provided herein if the obligation is not fulfilled.

**8. Association Leave**

The administration shall grant the necessary time off with no deduction of pay or leave to the Berne-Knox-Westerlo Teacher's Association of five (5) days aggregate in no less than ½ day increments. If the time is used for the NYSUT Assembly and exceeds five (5) days, the teachers or the association shall be responsible for the payment of substitute teachers' salaries for the additional days. However, no more than two substitute days shall be allowed. Written notice will be provided to the building principal one day prior to the use of such days.

**9. Jury Leave**

The administration shall grant the necessary time off with no deduction of pay or leave when required to appear for Jury Duty.

**ARTICLE X**  
**SUBSTITUTE TEACHERS**

1. A classroom teacher shall not have the responsibility for obtaining his own substitute teacher. In case of the inability of the administration to obtain a substitute, faculty members will be asked to share the responsibility of supervision of classes.
2. Teachers shall report their unavailability for work before 7:00 a.m. of the day they will be absent, or preferably the night before.
3. In the event of the absence of an elementary art, music, health, physical education or other special area teacher, a substitute will be obtained if possible.
4. It is suggested that in the event of the absence of a teacher aide, a substitute teacher aide will be obtained if possible.

**ARTICLE XI**  
**TEACHER-ADMINISTRATION LIAISON**

1. A "Committee on Professional Practices, Responsibilities and Rights" (hereinafter referred to as "P&R Committee"), consisting of the Superintendent and two persons appointed by him, and not more than five teachers appointed by the Association shall meet periodically and discuss policy, professional practices, curriculum design and implementation, scheduling, budget and matters pertinent in regard to the operation of the school. A written agenda will be developed, if possible, five (5) days prior to district-wide P&R Committee meetings.
2. The P&R Committee shall meet with the Board during May and November of the school year to review and discuss current school policies and practices. Such meetings may be canceled or additional meetings may be called by mutual consent.
3. All Middle School Teachers shall meet with representatives of the administration and guidance department at the end of each academic year to discuss and jointly determine the assignment of Middle School students to appropriate groups for the following school year and the promotion of Middle School Students. In questionable cases, it shall be the responsibility of the Middle School Administrator to make the final decision with regard to promotion and/or grouping. These teachers shall again meet with the Administration and Guidance Department at the end of the first quarter of each year (school year) to jointly review all conditional promotions.

The parties agree that if the Middle School Program is abolished, the contract language will revert back to the language in place as of June 30, 1993.

4. Upon construction of new buildings or additions to existing facilities all departments and grade levels concerned will be consulted during the planning stages.

**ARTICLE XII**  
**EXTRA CURRICULAR DUTIES**

1. The hours of supervision are to be one half hour before the scheduled start of the event, except in the case of basketball games, which are to be 45 minutes. Faculty supervisors are to remain on duty at the close of the event until the building is clear. In the event any student is not picked up at a reasonable time after events, the teacher is to notify the administration and said pupil is to be reprimanded with the possibility of suspension of attendance to night activities.
2. Payment for evening supervision is to be made on the first pay period of each month.
3. a. Co-Curricular Clubs and Activities

<b>CLUB</b>	<b>99/00</b>	<b>00/01</b>	<b>01/02</b>
Musical Drama (1 Prod)	\$1,449	\$1,490	\$1,533
Drama Director (2 Prod)	\$1,777	\$1,828	\$1,880
Freshman Class (1 Adv)	\$ 634	\$ 652	\$ 670
Freshman Class (2 Adv)	\$ 962	\$ 989	\$1,017
Sophomore Class (1 Adv)	\$ 634	\$ 652	\$ 670
Sophomore Class (2 Adv)	\$ 962	\$ 989	\$1,017
Junior Class (1 Adv)	\$ 962	\$ 989	\$1,017
Junior Class (2 Adv)	\$1,278	\$1,315	\$1,352
Senior Class (1 Adv)	\$1,923	\$1,978	\$2,034
Senior Class (2 Adv)	\$2,240	\$2,304	\$2,370
HS Honor Society (1 Adv)	\$ 823	\$ 846	\$ 870
HS Honor Society (2 Adv)	\$ 1,029	\$1,058	\$1,088
Jr Honor Society (1 Adv)	\$ 617	\$ 635	\$ 653
Jr Honor Society (2 Adv)	\$ 823	\$ 846	\$ 870
HS Newspaper (Per Issue)	\$ 329	\$ 338	\$ 348
Literary Magazine (1 Adv)	\$ 634	\$ 652	\$ 670
Literary Magazine (2 Adv)	\$ 962	\$ 989	\$1,017
SADD (1 Adv)	\$ 823	\$ 846	\$ 870
SADD (2 Adv)	\$1,029	\$1,058	\$1,088
Ski (1 Adv)	\$ 514	\$ 529	\$ 544

Ski (2 Adv)	\$ 720	\$ 740	\$ 762
<b>CLUB</b>	<b>99/00</b>	<b>00/01</b>	<b>01/02</b>
HS Student Senate (1)	\$ 823	\$ 846	\$ 870
HS Student Senate (2)	\$1,234	\$1,269	\$1,306
MS Student Senate (1)	\$ 634	\$ 652	\$ 670
MS Student Senate (2)	\$ 962	\$ 989	\$1,017
Mock Trial (1)	\$ 634	\$ 652	\$ 670
Mock Trial (2)	\$ 962	\$ 989	\$1,017
Young Astronauts (1)	\$ 634	\$ 652	\$ 670
Young Astronauts (2)	\$ 962	\$ 989	\$1,017
Video Club (1 Adv)	\$ 823	\$ 846	\$ 870
Video Club (2 Adv)	\$1,029	\$1,058	\$1,088
HS Yearbook (1 Adv)	\$2,240	\$2,304	\$2,370
HS Yearbook (2 Adv)	\$2,569	\$2,642	\$2,718
Elem Yearbook (1 Adv)	\$1,278	\$1,315	\$1,352
Elem Yearbook (2 Adv)	\$1,607	\$1,652	\$1,699
Key Club (1 Adv)	\$ 823	\$ 846	\$ 870
Key Club (2 Adv)	\$1,029	\$1,058	\$1,088
Builders Club (1 Adv)	\$ 823	\$ 846	\$ 870
Builders Club (2 Adv)	\$1,029	\$1,058	\$1,088
Color Guard & Major (1 Adv)	\$ 634	\$ 652	\$ 670
Color Guard & Major (2 Adv)	\$ 962	\$ 989	\$1,017
March Band (1 Adv)	\$1,278	\$1,315	\$1,352
March Band (2 Adv)	\$1,607	\$1,652	\$1,699
Music Ensemble (1 Adv)	\$ 634	\$ 652	\$ 670
Music Ensemble (2 Adv)	\$ 962	\$ 989	\$1,017
(Maximum of 4 -Subject to Superintendent's Approval)			
Concert Band (1 Adv)	\$ 634	\$ 652	\$ 670
Concert Band (2 Adv)	\$ 962	\$ 989	\$1,017
D J Club (per dance)	\$ 73	\$ 75	\$ 77
Soccer Varsity Girls	\$2,630	\$2,705	\$2,782

Soccer Varsity Boys	\$2,630	\$2,705	\$2,782
<b>COACHES</b>			
<b>SPORT</b>	<b>99/00</b>	<b>00/01</b>	<b>01/02</b>
Soccer JV Girls	\$2,054	\$2,112	\$2,173
Soccer JV Boys	\$2,054	\$2,112	\$2,173
Soccer Modified Boys	\$1,351	\$1,390	\$1,430
Soccer Modified Girls	\$1,351	\$1,390	\$1,430
X-Country Girls	\$2,263	\$2,327	\$2,394
X-Country Boys	\$2,263	\$2,327	\$2,394
Modified X-Country	\$ 504	\$ 518	\$ 533
Volleyball Varsity	\$2,263	\$2,327	\$2,394
Volleyball JV	\$1,440	\$1,481	\$1,523
Modified Volleyball	\$ 986	\$1,014	\$1,043
Intramural Volleyball	\$ 986	\$1,014	\$1,043
Basketball Varsity Boys	\$3,291	\$3,385	\$3,481
Basketball Varsity Girls	\$3,291	\$3,385	\$3,481
Basketball JV Boys	\$2,471	\$2,542	\$2,614
Basketball JV Girls	\$2,471	\$2,542	\$2,614
Basketball (9th Gr)	\$1,229	\$1,264	\$1,300
Basketball	\$ 986	\$1,014	\$1,043
Modified Boys (7th)			
Basketball	\$ 986	\$1,014	\$1,043
Modified Boys (8th)			
Basketball	\$ 986	\$1,014	\$1,043
Modified Girls (7th)			
Basketball	\$ 986	\$1,014	\$1,043
Modified Girls (8th)			
Cheerleading Varsity	\$2,263	\$2,327	\$2,394
Cheerleading JV	\$1,440	\$1,481	\$1,523
Track Girls	\$2,630	\$2,705	\$2,782
Track Boys	\$2,630	\$2,705	\$2,782
Asst. Track Coach	\$1,197	\$1,231	\$1,266
Track-Co-ed (JH)	\$ 986	\$1,014	\$1,043
Baseball Varsity	\$2,630	\$2,705	\$2,782
Baseball Junior Varsity	\$1,936	\$1,991	\$2,048
Baseball (7th & 8th)	\$1,351	\$1,390	\$1,430
Softball Varsity	\$2,630	\$2,705	\$2,782



Softball Junior Varsity	\$1,936	\$1,991	\$2,048
Softball (7th & 8th)	\$1,351	\$1,390	\$1,430
<b>SPORT</b>	<b>99/00</b>	<b>00/01</b>	<b>01/02</b>
Golf	\$2,263	\$2,327	\$2,394
Bowling	\$2,263	\$2,327	\$2,394

Inexperienced coaches will receive the previous years salary for said sport. Coaches will be considered inexperienced for their first year of coaching a particular sport.

- b. Chaperones for the following co-curricular events will be paid at \$12.00 per hour as of July 1, 1999:

- Concerts
- Plays/Evening Sports
- School Dances
- Roller Skating
- Away Basketball Games

4. Assignments to evening supervision of extra-curricular events will be made first on a voluntary basis. If this is not successful, assignment will then be made on an equitable basis. Substitution is allowable.
5. Extra-curricular sponsorship assignments shall be first attempted on a voluntary basis. If this is not successful, assignments will then be made on a basis of seniority, preference, suitability and administrative practicality.
6. Nothing contained herein shall limit the administrator's right to curtail, eliminate or add any extra-curricular activity. With respect to additions, approval and compensation will be determined by the Superintendent and the Board of Education. Seniority shall be defined in 5 above, as being based on the total number of years in this district, and extending from the date of Board appointment to the position.

**ARTICLE XIII**  
**COMMUNICATION**

1. All teachers shall be advised in writing in regard to changes in Board Policy.
2. The minutes of all Board Meetings shall be available to the Secretary of the Association no later than five school days following their approval.
3. The "Faculty Handbook" shall be updated annually, and copies furnished to all faculty members.
4. Members of the Board shall call a yearly closed meeting, either formally or informally, with the members of the faculty sometime during the months of February or March to discuss matters of mutual concern.

**ARTICLE XIV**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

1. In-service training curriculum courses are to be selected by a joint Administration-Faculty Committee.
2. Any teacher requested by the Superintendent of Schools to work in excess of their normal work year, shall be compensated at a rate of .0048 of B.A. Step 1 of the Teachers' Pay scale for each day's work performed.

A day shall be defined as beginning at 8:30 a.m. and ending at 3:00 p.m., with ½ hour for lunch, or a time frame equivalent to this, as agreed upon by the Teacher and Superintendent.

The type of work that may be performed may consist of some or all of the following:

- a. Develop or coordinate curriculum;
  - b. Research and draft proposals for educational grants;
  - c. Become involved in professional development in an accredited institution;
  - d. Develop units of study, teaching packets or other educational projects.
3. Curriculum development stipends paid from the General Fund will be based on the formula delineated in the contract ending June 1993, this also applies to payment of retroactivity, if applicable.

#### 4. In-service Program

- a. Since our mutual goal is to encourage staff to maintain professional standing and to keep current in their field, we propose a committee, composed of District representatives and members of the bargaining unit, to explore the best in-service education practices. The committee will make recommendations to the Superintendent concerning:
  1. The kinds of experiences that qualify as in-service education.
  2. The procedures for application and administration of the program.
- b. Teachers may earn a stipend of \$275.00 per year for 18 in-service hours of credit. In-service hours are equivalent to clock hours. The payment of the stipend will be a one time only payment and no credits will accrue from year to year. Payment will be made only upon the completion of the entire 18 in-service hours.
- c. The in-service education program and courses are subject to prior approval by the Superintendent of Schools.
- d. Teacher participation will be voluntary.
- e. The school district may provide in-service courses and give in-service credit for outside of school courses that have the prior approval of the Superintendent of Schools.

**ARTICLE XV**  
**AIDES AND SECRETARIAL ASSISTANCE**

1. It is suggested that an annual review be conducted for the hiring of teacher aides to provide assistance to teachers in areas such as audio-visual materials, lunchroom supervision and clerical duties.
2. Whenever possible, aides to elementary teachers shall score standardized tests if such teachers so desire and staffing permit.

**ARTICLE XVI**  
**TEACHER EVALUATION**

According to part 100.2 (Section 0) of the Commissioner's Regulations, the governing body of each school district shall ensure that the performance of all professional personnel will be reviewed annually.

The following procedures have been established to aid in good teaching, creating a healthy learning environment and maintain a strong professional relationship between the administration, teachers, and Board of Education.

**Classroom Observations:**

All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher.

**Non-tenured Teachers:**

Each non-tenured teacher shall be observed at least TWICE per school year by the Superintendent and/or his/her designee. At the conclusion of the observation, the observer and the teacher shall make an appointment for a conference at which time the report of the observation will be given to the teacher in writing, including any unsatisfactory comments on performance, and counsel given to the non-tenured teacher as how to improve methods, discipline, or other areas of weakness. Ideally, the conference should be held the same day as the observation and certainly not more than five (5) school days later. The observation report will be placed in the teacher's permanent record when that teacher has had a chance to read it and initial it. Such initialing shall mean only that the teacher has read the report and shall not be taken to mean that the teacher agrees with the report either in whole or in part. The teacher shall also have the right to make a written statement of reply to the report, or any part thereof. This reply will be attached to the report and become a part of that teacher's file along with the report itself.

A probationary teacher should be informed by the Superintendent prior to the end of the next to last probationary year, of any dissatisfactory performance or conduct which may lead to the denial of tenure.

A probationary teacher will be informed by the Superintendent on or before May 1 of the Board's intentions concerning future employment for each ensuing school year.

If a probationary teacher is denied continuing employment, the reason for such denial shall be given him orally or in writing if requested by the probationary teacher. The probationary teacher also has the right to a hearing before the Board upon request.

### **Tenured Teachers:**

All tenured teachers will be treated as professional educators who have by their experience and service to the school district proven their teaching ability.

Classroom observations for the purpose of evaluation will be conducted by the Building Principal or Superintendent AT LEAST ONCE EVERY THREE YEARS. More frequent observations will be made if time permits. Whenever possible the teacher will be informed approximately one week before the date of the observation. Teachers are encouraged to invite administrators into their classrooms to observe a special class or a lesson that the teacher would like the administrator to see. The administration reserves the right to observe a teacher in their classroom unannounced if the circumstances warrant it. Ideally, a conference with the teacher will be held after the observation within five (5) school days. The report of the observation will be given to the teacher in writing, including any unsatisfactory comments on performance, and counsel given to the teacher as how to improve methods, discipline, or other areas of weakness. The observation report will be placed in the teacher's permanent record when that teacher has had a chance to read it and initial it. Such initialing shall mean only that the teacher has read the report and shall not be taken to mean that the teacher agrees with the report either in whole or in part. The teacher shall also have the right to make a written statement of reply to the report, or any part thereof. This reply will be attached to the report and become a part of that teacher's file along with the report itself. If for any reason the administration finds that a teacher is not performing adequately and a pattern continues unchanged after repeated attempts to change such performance, the administration may take action in accordance with Education Law and New York State Law.

During the years a tenured teacher is not observed for the purpose of evaluation, an ANNUAL REVIEW MEETING will be scheduled between the teacher and the administrator. At this meeting a joint evaluation will be completed by the administrator and the teacher. The areas to be discussed and commented on will be any or all of the following; effective classroom management, daily and long term planning, development of proper instructional objectives, attitude towards teaching, relationship with students, physical classroom environment, mastery of content area, curriculum for subject area, testing and evaluation procedures, teaching methods, materials and equipment used in instruction, demonstration of effective written and verbal communication skills, relationship with fellow teachers and other staff members, ability to follow school policies and guidelines, and ability to handle constructive criticism.

The teacher will initial this report and it will become part of the teachers permanent file. The teacher will also be given the right to attach any additional written comments to the report to further clarify his/her position.

### **Notification of Performance Procedures:**

In the beginning of the school year, the teaching staff will be informed by their building principal of the procedures that will be used for performance review. The forms for performance review will be developed by the administration and will be on file in the building offices for review by any teacher who wishes to do so.

## **Criterion For Classroom Observation**

The following areas that may be observed and evaluated during formal classroom observations:

1. **Pupil-Teacher Relationships**
  - meets individual needs of students
  - understands childhood behavior
  - maintains proper classroom control
  - maintains a good learning atmosphere
  - stimulates original thinking
  - pupils are expected to follow rules of the classroom
  
2. **Classroom Routine**
  - room is kept neat and orderly
  - materials are readily available
  - rules of the classroom are clearly defined
  - motivational material is on display in the room
  - desks, tables and chairs are kept in good order
  - school policies and procedures are being followed
  
3. **Teaching Skills**
  - there is a definite lesson plan for the day
  - there is long range planning taking place
  - appropriate variety of activities are taking place
  - motivational techniques are being employed
  - systematic and orderly progression of activities
  - efforts are being made for full classroom participation
  - adequate knowledge of the content area is exhibited
  - teacher communicates clearly either verbally or in writing with students
  - appropriate curriculum for the class is being followed
  - assignment of homework

The procedures for Performance Review shall be approved by the Board of Education and reviewed annually.

**ARTICLE XVII**  
**DUES DEDUCTION**

**A.**

1. The Board of Education of the Berne-Knox-Westerlo School District agrees to deduct from salaries of its employees, dues for the Berne-Knox-Westerlo Teachers Association, and to transmit the monies as soon as possible to the Berne-Knox-Westerlo Teachers Association.
2. The Berne-Knox-Westerlo Teachers Association named in Section 1 above shall certify to the Board in writing by the end of the second week of school the current rate of the membership dues.
3. The total annual membership dues for the Association shall be deducted in equal installments beginning with the first pay period in October. No later than September 30th, the Association shall provide the Board with a list and the original signed dues authorized cards for those new members who have voluntarily authorized the Board to deduct dues for the Association.
4. The Board of Education shall, following the final pay period of each month beginning in October, transmit the total amount so deducted to the Berne-Knox-Westerlo Teachers Association. The transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
5. The form for use to authorize dues deduction shall be supplied by the Association.
6. There shall be payroll deduction for payments to NYSUT Member Benefits options elected by Association members. NYSUT will provide the District with a list of members and appropriate amounts to be deducted and the District will be responsible for writing one lump sum check to NYSUT, as per the fact-finders' report.

**B. Agency Fee**

1. Each employee who fails, voluntarily, to acquire or maintain membership in the Association shall be required, beginning on the 30th day following the beginning of such employment (or discontinuance of membership) or the execution date of the Agreement, whichever comes later, to pay the Association a service charge as a contribution toward the negotiations and administration of the Agreement and the representation of such employees. The service charge shall be the same amount and payable at the same time as the Association and its affiliate regular dues and shall be deducted by the District from the employee's pay in accordance with this article of the agreement.



2. The Association affirms that it has adopted the procedure for the refund of Agency Fee deductions as required by Section 208 (3) (b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section.
3. Agency Fee shall not be required for per diem substitutes.

**ARTICLE XVIII**  
**DEPARTMENT CHAIRPERSON**

1. Duties to be worked out in Policy Handbook, either as presently written or amended.
2.
  - a. Compensation for each Department Chairperson shall be the same amount as is indicated for a Master's degree in each year of the contract.
  - b. All Department Chairpersons shall be granted one free period to act as Department Chairperson only. All other duties are to be the same as for other teachers.
  - c. Class advisorships and other extra-curricular duties shall be optional with the Department Chairperson.
3. Department Chairperson shall be appointed by the Board of Education upon the recommendation of the Superintendent and High School Principal. These appointments will usually be made every year. Appointments made by the Board may be declined by the faculty member in question.

**ARTICLE XIX**  
**PERSONNEL FILES**

1. A unit member shall have the right to examine his/her personnel file; however, letters of recommendation shall be excluded therefrom and that said teacher upon such examination should have the right to place in said file a response to anything therein that he/she deems derogatory. It is also understood that the teacher may share the contents of said file with counsel and/or representative of the Teachers Association.

**ARTICLE XX**  
**NON-DISCRIMINATION**

The District shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, political activities or beliefs or membership in, or association with the activities of, any employee organization.

**ARTICLE XXI**  
**CONTINUOUS POLICY**

All existing employment policies, practices, procedures, and terms and conditions of employment not otherwise covered by this agreement shall be maintained at the standards presently in effect.

**ARTICLE XXII**  
**MANDATORY PROVISION**

The following provision is required by section 204-a of the Civil Service Law:

"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 (BOARD OF EDUCATION) HAS GIVEN APPROVAL."

**ARTICLE XXIII**  
**TEACHER CONFERENCES**

Teachers will be advanced 50% of the estimated amount of any approved conference over \$100 and the remainder to be paid on the first available warrant. The request for the advance must be submitted 3 weeks before the date funds will be needed.

**ARTICLE XXIV**  
**SICK BANK**

- A. The parties shall be authorized to establish, maintain and administer a "sick leave bank" for members who require preliminary hospitalization and subsequent recuperation due to accidents or long term illness or whose illness or condition has been certified by a physician as preventing them from being able to work. This does not cover disability due to normal pregnancy. The bank, however, may be used for disability caused by abnormal pregnancy and complication thereof.
- B. The sick bank shall be a process through which professional staff members in the negotiating unit may assign sick leave days to the sick bank and the sick bank committee may assign sick leave days so accumulated to professional staff members in the negotiating unit who have exhausted their sick leave credits.
- C. The following rules shall apply to the establishment and administration of the sick bank:
1. The privilege of participation in the sick bank shall be available to all members of the negotiating unit, regardless of whether or not they are member of the Association, in accordance with the terms of this Article.
  2. Application for withdrawal of days by participating members may be made immediately upon depletion of personal sick leave. These applications will be prepared by the Association and will be made available in the office of the Chief School Officer. A doctor's certificate stating the seriousness of the disability and an appropriate date when the teacher can be expected to return to work shall accompany all applications.
  3. The parties shall designate a Sick Bank Committee to administer and promulgate rules of operation of the pool. The teachers association shall designate two teachers and the District shall designate one administrator and one Board Member. These four persons shall then designate a fifth member as a non-voting member of the Committee, except that in the event of a tie, he shall act as a tie breaker. The Committee shall be responsible for the administration of the sick bank, including the following:
    - a. Developing all further rules and procedures required for the administration of the pool.
    - b. Maintaining all records of the operation of the pool and making such records available to the Chief School Administrator or his/her designees for audit upon request.
    - c. The rules and procedures for the operation of the sick leave pool may be changed at any time upon mutual agreement of the parties.

4. The total number of sick leave credits in the sick bank shall not exceed 156 days.
5. Contribution of days to the bank shall be as follows:
  - a. Upon initial establishment of the bank, members may opt to contribute either one or two days.
  - b. Thereafter, the enrollment period shall be from September 1 through September 30 of each year or within fifteen days of initial employment for those hired subsequent to September 30, with new enrollees having the same option as in 5a.
  - c. Until the bank reaches 156 days and/or as the number of days falls below 156, new days shall be added from a list of members on a rotating basis from the top of the list downward. The list shall be established by (1) alphabetical order; top to bottom, of initial enrollees, (2) new members added to the top of the list as they enroll and move to the bottom of the list as they contribute.
  - d. All contributions shall be irrevocable, except that upon separation of any member of the negotiating unit from the District for any reason, all sick leave credits assigned to the sick leave pool by that member at any time shall be deducted from the sick bank. If the separation is due to death or disability, there shall be no deduction.
6. Participating members may use up to 30 days if they contributed 1 day; 45 days if they contributed 2 days.
7. Members with less than 3 years employment in the district are limited to the use of 15 days.

**ARTICLE XXV**  
**RETIREES**

All health, drug and dental insurance benefits for this 1999-2002 contract shall accrue to retirees who shall retire after the effective day (July 1, 1999) of this 1999-2002 Agreement.

Further said retirees retiring between July 1, 1999 and June 30, 2002 shall be eligible for the maximum health, drug, and dental insurance benefits provided by this 1999-2002 Agreement.

**ARTICLE XXVI**  
**GUIDANCE COUNSELORS**

Guidance Counselors shall work the same calendar and work day as the regular teacher. In addition guidance counselors shall work 10 days immediately preceding the start of school and 10 days immediately following the last day of school. They shall be compensated at 1/200 of their total salary for each of these additional days.

**ARTICLE XXVII**  
**SEVERANCE PAY**

Severance pay at the time of retirement (New York State Teacher Retirement definition) shall be in the amount of \$10,000.

In order to be eligible for said severance pay, the employee shall be required to provide the Superintendent with written notice of the resignation for retirement purposes no later than April 1 of the year of retirement, with such retirement effective at the end of that school year. Payout of such compensation shall be no later than July 15 of the next fiscal year.

**ARTICLE XXVIII**  
**DURATION OF AGREEMENT**

This contract shall be effective July 1, 1999 and shall continue in effect through June 30, 2002. Negotiations concerning amendments to this contract shall proceed in accordance with the provisions of Article II of the Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable to the parties.

ASSOCIATION	DISTRICT
BY <u>Mary Ann Conway</u> President	BY <u>Stanley E. Ewing</u> President
BY <u>Richard H. Hallenbeck</u> Chief Negotiator	BY <u>Kathleen B. Sherman</u> Vice President or Secretary
BY <u>James D. Porter</u> Negotiating Committee person	BY <u>John J. Santoro</u> Member
BY <u>Donald E. Jones</u> Negotiating Committee person	BY <u>M. Lynn Courtney</u> Member
BY <u>Eileen H. Hitter</u> Negotiating Committee person	BY <u>Helen Lounsbury</u> Member
BY <u>Darrell M. Laughlin</u> Negotiating Committee person	BY _____ Member
	BY <u>Steven M. Schrade</u> Superintendent

