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REPRESENTATION

AGREEMENT

Between The

CHIEF SCHOOL ADMINISTRATOR

of the

BELLEVILLE HENDERSON CENTRAL SCHOOL

and the

BELLEVILLE HENDERSON TEACHERS' ASSOCIATION

July 1, 2008 - June 30, 2010

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ARTICLE I: RECOGNITION

The Belleville Henderson Central School District Board of Education having determined that the Belleville Henderson Teachers' Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel, except the Chief School Administrator, hereby recognizes the Belleville Henderson Teachers' Association as the exclusive negotiating agent for all full-time and part-time teachers employed by this District. Such recognition shall extend unchallenged until that period of time as provided by Section 201.3 of the Taylor Law.

The Board agrees not to negotiate with individual teachers and/or any teacher organization other than the Belleville Henderson Teachers' Association for the duration of this Agreement.

ARTICLE II: PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1.0 Negotiating Teams

- 1.1 The Chief School Administrator and/or designated representatives will meet with representatives designated by the Belleville Henderson Teachers' Association for the purpose of negotiating mutually satisfactory agreements.

Section 2.0 Negotiating Procedures

- 2.1 The Chief School Administrator and/or his representatives shall meet with the representatives of the Belleville Henderson Teachers' Association at times and places mutually acceptable for the purpose of exchanging proposals and counterproposals for the purpose of effecting a free exchange of facts and opinions in an effort to reach mutual understanding and agreement.

Section 3.0 Consultants

- 3.1 Either party may call upon consultants to assist in negotiations, or to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

Section 4.0 Reaching Agreement

- 4.1 When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to both parties of interest for their respective approval. Following approval, a copy of the completed and signed agreement will be submitted to PERB.

Section 5.0 Resolving Differences

- 5.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, the parties agree to seek aid through channels established by PERB in an effort to achieve settlement. The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- 5.2 Upon written mutual consent by both parties of interest, clauses within this contract may be reopened for discussion and/or change.

ARTICLE III: FAIR DISCIPLINE

No member of the bargaining unit shall be dismissed, disciplined, reduced in rank, or compensation, or have an unsatisfactory evaluation placed in his (her) file, without just cause.

"Just Cause" shall include, but not be limited to the following:

1. Persistent tardiness.
2. Serious or continued failure to complete required reports on time.
3. Serious or continued failure to meet acceptable standards of teaching performance in the classroom as established by the District.
4. Inability to control student behavior.
5. Inadequate command of subject matter.
6. Repeated poor language usage in the classroom.
7. Serious or repeated failure to comply with administration directives.
8. Use of alcohol while on the job.
9. Immorality.
10. Dishonesty.
11. Serious or continued failure to accept assigned duties.
12. Unwarranted abusive criticism of fellow employees in the media, PTO meetings, or other public forums.
13. Serious or continued misuse of sick leave or other leave.
14. Gross insubordination.
15. Serious or continued failure to establish proper rapport in reporting to parents.
16. Serious or continued failure to properly care and account for materials and equipment in their charge.
17. Conviction of a crime involving drugs.

Nothing in this list is intended to contradict any other existing policies in this contract.

ARTICLE IV: PERSONNEL FILES

Section 1.0 Official File

- 1.1 There shall be one "official" personnel file maintained in the District Office.

Section 2.0 Rights

- 2.1 Each teacher shall have the right, upon advance request, to review the contents of their own personnel file in the District Office at a time mutually agreeable to both parties. A representative of the Teachers' Association may, at a teacher's personal request, accompany the teacher in this review. The review shall be made in the presence of the Chief School Administrator or someone designated by said official. Privileged information which is specifically exempt from review shall include such confidential credentials and related personal references normally sought at the time of employment. Teachers shall have the right to attach signed rebuttals to any material they consider detrimental or derogatory.

Section 3.0 Copying Privilege

- 3.1 Teachers may, upon request, receive copies of any materials in their file upon payment of a reasonable fee therefore. This does not include the privilege of copying confidential references or similar materials mentioned in the foregoing section.

Section 4.0 Confidentiality

- 4.1 No material in a teacher's file will be released to other than District and Board of Education personnel, and this in the course of their duties, without the teacher's express permission. This is not intended to limit candid references requested of the District, or the release of public records and information which is the subject of litigation or administrative procedures.

Section 5.0 Written Defense

- 5.1 No material derogatory to teachers' conduct, service, character, or personality shall be placed in the files unless teachers have been afforded an opportunity to examine such material. Teachers shall be considered to have been offered an opportunity to examine such material when notified in writing, (1) that such action is contemplated, and (2) that the material is available for inspection in the District Office. Three working days shall elapse from notification of employees, exclusive of the day of notification to that date on which the material is actually placed in the "official file."
- 5.2 Teachers shall acknowledge that they have read the material available in the District Office by affixing their signatures to the actual copy. Such signatures signify only that teachers have read the material to be filed, and do not indicate agreement, as such, with the contents.

5.3 Teachers shall have the right to respond in writing to any material filed; written answers shall be attached to the official file copy. Teachers shall have one month from the date material is entered in the official file, to offer a written rebuttal.

Section 6.0 Criteria: Personnel File Data

6.1 Inaccurate, misleading or inappropriate material will be removed from the file if a teacher's claim regarding such material is reached through mutual agreement or the grievance procedure.

6.2 Only material filed prior to disciplinary action or dismissal shall be considered in determining whether a teacher shall be disciplined or dismissed.

6.3 An incident which has not be reduced to writing within three (3) months of its discovery or its occurrence, whichever is later, exclusive of the summer vacation period, may not be added to the file. Material kept elsewhere than the official district personnel file may not be used in any action which could result in any negative consequences for the teachers.

ARTICLE V: GRIEVANCE PROCEDURE

Section 1.0

A grievance is a claim by an employee or employee group that there has been a violation, misinterpretation, or misapplication of the negotiated employment contract.

Section 2.0

The teacher with a grievance shall, within fifteen (15) school days after the act upon which the grievance is based or the date upon which grievant could reasonably be expected to have known of the act, whichever is later, discuss the matter with the Chief School Administrator. The Chief School Administrator shall endeavor to settle the matter as soon as possible.

Section 3.0

In the event the matter is not settled within five (5) school days, the teacher may submit the grievance in writing to the Grievance Committee of the Association and to the Chief School Administrator. The Grievance Committee of the Association shall within five (5) school days make a judgement of the merits of the grievance. If the Grievance Committee decides either that the grievance lacks merit or that the decision at the first level, Section 2.0, is in the best interests of the Association, it shall so notify the teacher and the Chief School Administrator. If the Grievance Committee decides that, in its opinion, the grievance has merit, it shall within five (5) school days refer the grievance in writing to the Chief School Administrator, who may render a decision on the grievance. If the grievance is unresolved, the grievant may then attend the next regular meeting of the Board of Education for the purpose of considering the problem and resolving it.

Section 4.0

At the next regular meeting of the Board of Education, the Board will consider the grievance and if necessary, ten (10) school days may be used by the Board of Education to reach a decision in the matter. If in the case that more than one (1) grievance is presented, a ten (10) school days period to reach a decision will be allotted for each grievance.

Section 5.0

If no decision is rendered by the Board of Education in ten (10) school days or if the decision rendered is unacceptable to the teacher and/or the Association, the Association may submit the grievance to arbitration. Unless the Association has approved and supported an employee's request for arbitration, the employee may not go to arbitration. If the Association supports the request for arbitration, the Association shall sign a request for arbitration. If the Board of Education and the employee cannot agree upon an arbitrator within ten (10) school days, the two parties will jointly submit the grievance to arbitration under the rules of the American Arbitration Association.

Section 6.0

The arbitrator will set forth in writing, findings and fact, reasoning and conclusions on the said grievance. Decision(s) shall be final and binding on both parties. The arbitrator shall not have power to make any decision which violates existing law or contradicts the provisions, requirements and language of this Agreement; nor shall the arbitrator have the power to modify or change the language or provisions of existing contracts.

Section 7.0

The necessary cost of the arbitration, if any, shall be shared equally by the Board of Education and the Association.

Section 8.0

The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not impair or limit the right of any teacher to pursue any other remedies available in any other form. Excepting, however, that if this grievance procedure is followed to or beyond the arbitration stage, that grievant and his representative waives any other redress, appeal, or adjudication provided in equity or law for exactly the same grievance.

Section 9.0

Any grievance not answered by the District or its representative within the requisite time limit shall be considered decided in favor of the aggrieved. Any grievance not appealed by the Association within the requisite time limit shall be considered in favor of the District.

ARTICLE VI: LEAVES OF ABSENCE

Section 1.0

- 1.1 The Board may grant a leave of absence without pay for any reason, for a period not to exceed two years. While on a leave of absence, the teacher may continue receiving health benefits by paying the premiums normally paid by the Board. All benefits previously accumulated will continue in force for the teacher.
- 1.2 If a leave of absence is for infant care, the submission of a doctor's certificate for the period of disability relating to the pregnancy will result in payment by the District of any accrued sick leave for disabilities occurring prior to an unpaid leave of absence.

A teacher will be entitled to an unpaid leave of absence for a period not to exceed one (1) year.

Return from an unpaid leave of absence will be at the beginning of a school year. Upon return from an unpaid leave of absence, teachers regain all rights and privileges, and return to the same or similar position in their certificated area as that which they left.

The Superintendent of Schools may, in his/her discretion, permit a teacher to return at a time other than the beginning of the school year.

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant an additional one (1) year to the leave of absence provided in Section 1.2.

Section 2.0 Personal Leave Days

- 2.1 Three (3) days per year. Unused personal days will be added to the accumulated sick leave of each teacher.
- 2.2 Approval of personal days must be secured from the Superintendent in advance, except in extraordinary circumstances. Reasons need not be given when requesting personal days except when the day immediately precedes or follows a school vacation. The Superintendent may grant personal leave for those days under extraordinary circumstances.
- 2.3 Personal days will not be used or granted for recreational purposes.

Section 3.0 Sick Leave

- 3.1 Fifteen (15) days per year, accumulative to 190 days maximum.
- 3.2 Teachers shall be notified of accumulated sick leave, plus those available during the current school year, as soon as possible after the first working day of the school year.
- 3.3 Up to three (3) days of sick leave may be used for each occurrence of death in the immediate family (or household).
- 3.4 Any employee who retires with ten or more years of service to the District shall be granted

\$35.00 per day for each day of accumulated unused sick leave. Written notice to be given ninety (90) days prior to retirement date.

Section 4.0 Sick Leave Bank

- 4.1 Any teacher in the bargaining unit, after having exhausted their personal accumulated sick leave days, may appeal to the Executive Committee of the Association for extra days of sick leave. A waiting period of five (5) working days must occur before drawing days from the bank.
- 4.2 By the first of October of each school year, the "Sick Leave Bank" shall be operational and contain a minimum of 45 days.
- 4.3 Each donor shall sign a release authorizing a deduction of days from their personal sick leave total. All members hired after July 1, 2008, shall be required to donate one day to become a member of the "Bank". Association members hired before July 1, 2008, will have to donate a day to maintain membership in the Sick Leave Bank, unless they have already donated a day in a previous year, as verified by the District records or the Association records.

At any time that the Sick Leave Bank contains less than 45 days, the Association will require donations, subject to a minimum of one day contributed by each member. A member that has exhausted his/her days and is unable to contribute to the bank, shall not be dropped from membership in the "Bank". A membership list and number of days that have been donated by each member will be maintained by the District. This list shall be shared with the Association's President or designee once each year.

Sick leave days cannot be donated to the "Bank" by retiring teachers.

- 4.4 An appeal for extra days of sick leave will be sent to the Association in writing and include the following information:
 - a. Nature of illness or disability.
 - b. Physician's recommendation.
 - c. Estimated number of additional sick leave days needed. A maximum of 30 days may be granted for each request.
- 4.5 The Association will present its findings to the Chief School Administrator or his/her designated representative along with a letter of request, the physician's recommendation, and the number of days donated by the teacher membership.
- 4.6 The Chief School Administrator shall review each individual case and make a recommendation to the Board of Education.
- 4.7 The Board of Education will consider such a recommendation and if it so chooses may match or add sick leave days donated from the Association bank.

- 4.8 Daily benefits will be calculated by dividing the member's annual salary by 200 for 10-month and 220 for 11-month employees.
- 4.9 If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totaled and this total will be returned to the Sick Leave Bank.
- 4.10 In the case of undue hardship, an individual may petition the Association for more days and the Association may forward such request to the Chief School Administrator if the Association deems the request worthy of an affirmative response. In such case, the decision of the Board of Education shall be final.

Section 5.0 Jury Duty

- 5.1 A teacher serving jury duty shall receive full compensation from the District for days served. The teachers shall transmit all jury duty money received to the District exclusive of travel expenses and exclusive of those days which fall on holidays and vacations during the school year. No deduction will be made from leave time.

Section 6.0 Educational Conferences - Visitations

- 6.1 Teachers shall receive paid leave for attendance at, i.e., Professional Conferences within subject areas, visitation in other schools for curricular improvement, and some State meetings, college, NYSUT, and Zone sponsored workshops and meetings.
- 6.2 Leaves of this nature shall be rotated within departments.
- 6.3 Attendance at any given conference or in-service workshop shall require the prior approval of the Superintendent of Schools or his/her designee.

ARTICLE VII: HEALTH INSURANCE

Section 1.0 Hospitalization Insurance

- 1.1 The District will provide a health insurance program through a carrier of its own choice. Any change in carriers, however, acknowledges that basic coverage provisions shall be as good as or better than those provided during the 1983-84 school year.
- 1.2 Effective July 1, 2006, the District will pay 90% of the premium if an employee selects individual coverage. The District will pay 80% of the premium if the employee selects employee/dependent or family coverage.
- 1.3 The District will implement an IRS 125 extended benefit plan to include healthcare and dental premiums, unpaid medical, dental, vision, and dependent care expenses by July 1, 2000.

Section 2.0 Dental

- 2.1 From July 1, 1999, to June 30, 2004, the District will contribute \$10,000 per school year towards a dental plan.

Section 3.0 Retirement Health Insurance

- 3.1 The District shall maintain health insurance coverage, at the contractual rate, for the retiring teacher and their dependents.

ARTICLE VIII: PAYROLL AND DEDUCTIONS

Section 1.0 Pay Plan

- 1.1 Members of the instructional staff shall be paid every other Friday. Each year, members shall be afforded the opportunity of selecting either 1/21 of the annual salary each pay day, or 1/26 per pay day with 6/26 to be paid on the last pay day in June.
- 1.2 Teachers will be required to indicate on their salary notices the method of payment they select. The plan selected will be continued for the duration of the school year for which the teacher made the selection, unless notification is made on the opening day of school.

Section 2.0 Dues Checkoff

- 2.1 At the request of the Belleville Henderson Teachers' Association, the Board of Education of the Belleville Henderson Central School District agrees to deduct Association dues from teachers' salaries as each teacher individually and voluntarily authorizes the Board to do so.
- 2.2 The Board will transmit monthly to the Treasurer of the Belleville Henderson Teachers' Association such monies deducted for membership.
- 2.3 The Belleville Henderson Teachers' Association shall certify to the Board, in writing, the current rate of membership dues; notifying the Board thirty (30) days in advance of any change in this rate.

Section 3.0 Deduction Procedures

- 3.1 No later than two weeks prior to a payroll date, the Belleville Henderson Teachers' Association shall provide the District Treasurer with a list of all employees and the signed authorization forms of those new employees who have voluntarily authorized the Board to deduct dues for membership.
- 3.2 Deductions shall be made in twenty (20) equal installments for all members authorizing these deductions, and shall remain in full force and effect for all purposes while employed in the Belleville Henderson Central School District, or until revoked by the employee in writing.
- 3.3 New members of the Association shall be responsible for payment of the first pay period's dues directly to the Association. Subsequent dues will be automatically deducted as per agreement.

AGENCY FEE

The following provision will apply to all teachers who are members of their respective bargaining units and who also were either members of the Association or an agency fee payer for the 1983-84 school year. The provision will, also, apply to all teachers who would be members of the bargaining unit hired on or after July 1, 1984.

The provisions will not apply to those people who were bargaining unit members in 1983-84, but neither belonged to their respective Association nor paid an agency fee.

Section 4.0 Agency Fee

- 4.1 Effective July 1, 1984, Belleville Henderson Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Belleville Henderson Teachers' Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.
- 4.2 The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect for the life of this contract.
- 4.3 The agency shop fee deduction shall be made following the same procedures as are applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.
- 4.4 The Union shall create a full legal refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner.
- 4.5 In the event that the District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with the agency shop fee deduction granted by this Agreement, the Union agrees to indemnify the District and to hold it harmless for such expenses. The above language applies only when an agency fee payor initiates litigation concerning agency fee.

Section 5.0 Tax Sheltered Annuities

Tax sheltered annuities shall be available as of September 1971.

- 5.1 The school fiscal year shall be used as the basis of either entering or leaving the program.
- 5.2 Holding company statement has been filed with the Board of Education.

Section 6.0 Credit Union

- 6.1 Payroll deductions to be available for Credit Union as of September 1, 1978.
- 6.2 It is agreed that the District will be responsible for Credit Union processing.

Section 7.0 **Mileage**

- 7.1 Employees who use their personal vehicle for required travel for the District shall be reimbursed at the District mileage rate for actual miles traveled. Required travel shall include necessary travel between multiple work locations, school approved conference travel, and required travel due to meeting attendance as authorized by the Administration.

ARTICLE IX: PROFESSIONAL RESPONSIBILITIES

Section 1.0 **Guidelines**

- 1.1 Teachers who have preparation periods will make themselves available to students, either during that period or at some other time during the day.
- 1.2 Teachers will not leave the building during regular school hours without securing permission from the office.
- 1.3 Plan books are to be updated and available for submission at the Chief School Administrator's request, with outlined plans for the remainder of the school week.
- 1.4 All full-time teachers should, when necessary, either at the teacher's own initiative or at the request of students, remain after school to provide individual help to students.
- 1.5 Teachers shall be responsible for maintaining in good condition, beyond wear of normal usage, all furniture, equipment and other school owned property under their supervision.

Section 2.0 **Student Discipline**

- 2.1 Basic responsibility for student discipline rests with classroom teachers. Both classrooms and study halls are to be operated on a high level of pupil orderliness and obedience. A teacher's responsibility in this area extends to the entire student body rather than merely the immediate grade or class situation. Only extreme cases of misbehavior are to be sent to the Administration.

Section 3.0 **Support - The Comprehensive Program**

- 3.1 Participation, support of, and attendance at (as monitor, possibly) non-profit activities coming under direct sponsorship of the school, including PTO, that tend to enhance the total school program, should be encouraged. Where teachers are requested to participate in such activities, advance planning, assigning on a rotating basis and conferring with the teachers involved prior to the activity will be practiced.

ARTICLE X: SALARY

Section 1.0

- A. The District agrees to increase teacher salaries as follows: Based on the total salary costs and staffing for the 2007-2008 school year, the salary schedule reflects a total salary increase of 4.0% for 2008-2009 and 4.0% for 2009-2010, inclusive of increment and longevities. Agreed upon salary schedules appear in Appendix A.
- B. The Association agrees that teachers working in the capacity of long-term substitutes or teachers that have retired from the teaching profession and are subsequently employed by the District, shall not have their salaries included when computing the total base salary calculations in preparing salary schedules in any future collective bargaining agreements unless both parties mutually agree to include such salaries in computing salary calculations.

Section 2.0 Longevities

- 2008-2009: \$1,115 paid in September at 23, 24, 25, 26, 27, 29, and 30 years of service in the District.
- 2009-2010: \$1,115 paid in September at 23, 24, 25, 26, 27, 29, and 30 years of service in the District.

Section 3.0 Coaching Salaries

- 3.1 Coaches' salaries shall be based on the following percentages of the individual coach's teaching salary:

Boys Varsity Basketball	7.5%
Boys Varsity Soccer	7.0%
Girls Varsity Soccer	7.0%
JV Boys Basketball	6.5%
JV Boys Soccer	6.0%
JV Girls Soccer	6.0%
Varsity Volleyball	7.5%
Varsity Softball	6.5%
Varsity Baseball	6.5%
Varsity Tennis	4.5%
JV Volleyball	5.5%
JV Baseball	4.5%
All Modified Sports	3.5%
Varsity Cheerleading	4.5%
JV Cheerleading	3.5%

Section 4.0 Extra-curricular Duties

- 4.1 Teachers chaperoning dances, games and concerts and other out-of-school events will be paid at \$40.00 per event for the duration of this agreement.
- 4.2 The following extra duties will be paid based on the following stipend or percentage of the individual's teaching salary:

Athletic Coordinator	\$1,500
Art Club	\$500
SADD	\$500
Curriculum Council	\$750
Scorekeeper	\$50/night
Timekeeper	\$50/night
Senior Class Advisor	\$750
Junior Class Advisor	\$500
Sophomore Class Advisor	\$250
Freshman Class Advisor	\$250
FFA Advisor	4.0%
FHA Advisor	2.5%
Musical	3.0%
Senior Play	2.5%
Yearbook	4.0%
Honor Society (for each advisor)	1.0%

4.3 Class Advisor Assignments

The District shall seek volunteers for class advisor duties. The District reserves the right to appoint bargaining unit members to positions if no volunteers are forthcoming or if more than one person volunteers or if it believes the appointment would be in the best interests of the District and students. A teacher who volunteers is not guaranteed appointment by the Board.

ARTICLE XI: MISCELLANEOUS PROVISIONS

Section 1.0

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

Section 2.0

- 2.1 In the event that circumstances arise make it necessary for the District to consider a reduction in the number of professional positions or the elimination of existing programs, the District shall, as soon as practicable, notify the Association President and shall afford the Association a reasonable time to respond with information it considers appropriate.
- 2.2 The Belleville Henderson Teachers' Association and the Belleville Henderson Central School District agree to commit themselves to participate in ongoing discussions to find more economical ways of serving our school population, specifically including sharing services with neighboring districts, tuitioning and other methods identified as areas of interest by the Board of Education.

Section 3.0

- 3.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 3.2 Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall expressly be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

Section 4.0

- 4.1 Credit will be given with the furnishing of transcript or other official document for courses taken on graduate level with the Chief School Administrator's prior approval, with the criteria being that such work improves teaching skills and/or enhances the fund of knowledge within the teacher's subject matter area.
- 4.2 In-service credit shall be granted at the rate of one (1) hour of credit for every fifteen (15) hours of course attendance for all in-service courses taken during non-school hours as approved by the Superintendent.
- 4.3 It is the responsibility of the teacher to notify the Chief School Administrator of any change in credit status which might be approved by him/her. This notice will be submitted by the teacher.
- 4.4 In-service credits will be earned the same as graduate hours on the salary schedule. In-service credit will not be given for which the teacher receives compensation from the District.
- 4.5 Approved in-service credit will be limited to one-third the total number of academic credits at the graduate level for each teacher.

Section 5.0

- 5.1 If any provision of this Agreement or any application of the Agreement to any teacher or any group of teachers shall be found contrary to Law, then such provision or application shall not be deemed valid and subsisting except as permitted by Law, but all other provisions or applications shall continue in full force and effect.

Section 6.0

- 6.1 Copies of this Agreement shall be printed at the expense of the Board and open to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE XII: EQUALITY OF OPPORTUNITY

Both parties to this Agreement acknowledge and warrant that in regard to the educational programs and activities of the District, no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of sex, racial origin, or religious conviction.

ARTICLE XIII: TEACHER WORKDAY

Section 1.0

The length of the teacher instructional workday shall be 7 hours and 20 minutes. Teachers are expected to attend faculty, parent, student, and other meetings outside the hours of that workday.

Section 2.0

At the junior-senior high level, a full time teaching load will consist of teaching no more than five (5) or six (6) classes per day including labs. The district will provide at least one (1) preparation period per day exclusive of a duty free lunch period, with the rest being supervision. Exceptions may be made by mutual agreement.

ARTICLE XIV: TEACHER EVALUATIONS

Section 1.0

The purpose of evaluation is intended to improve the quality of instruction, maintain a competent staff and to promote the professional growth of unit members. Evaluation will also provide a unit member with information about his/her performance.

Section 2.0

Formal announced evaluations may be conducted by the unit member's administrator. The administrator will spend a sufficient amount of time to enable the observance of the learning process and to evaluate the teacher's skills.

Section 3.0

Formal announced observations will be conducted at reasonably spaced intervals to provide an opportunity for improvement from previous observations.

Section 4.0 Probationary Teachers

4.1 All probationary teachers will have a minimum of three (3) observations annually to be conducted between October 1 and May 15 of each school year. The first observation shall be a formal announced observation conducted on or before November 1.

4.2 The District shall conduct two formal announced observations and have the option of conducting the third minimum observation as an announced or unannounced observation during the time frame set forth in 4.1.

- 4.3 Any observation conducted by the District over the minimum of three (3) observations may be announced or unannounced.
- 4.4 The procedure for a formal announced observation shall be as follows:
- A. The administrator shall conduct a pre-observation conference prior to the observation and follow the pre-observation format set forth in the District's APPR.
 - B. Following the formal announced observation, the administrator will prepare a written evaluation that will be jointly developed by the District and Association, as part of the APPR committee. A copy of such report will be given to the probationary teacher within ten (10) school days of the observation.
 - C. The administrator will have a post observation conference with the probationary teacher within five (5) school days of receipt. The probationary teacher shall have a minimum of one (1) day to review the written report prior to the scheduling of the post observation conference. In unusual circumstances, extensions to the above timelines may be given upon written approval of the District and the Association.
 - D. The written observation report will be signed by both the administrator and the probationary teacher to indicate only that a post-observation conference was held and that the probationary teacher has received a copy of the observation report.
 - E. This process does not preclude discussion between the administrator and the probationary teacher following the observation.
 - F. Within ten (10) school days of the post observation conference, the probationary teacher may file a written attachment to the observation report. The written observation and any comments on the observation by the probationary teacher shall then be placed in the teacher's permanent record file.
 - G. All procedures set forth above except for the pre-observation conference, shall be followed and adhered to for unannounced observations of probationary teachers.
 - H. All probationary teachers will participate in the mentoring program as specified in the Mentor Committee Guidelines.

Section 5.0 Tenured Teachers

- 5.1 All tenured teachers will be evaluated between October 1 and May 15 of each year.

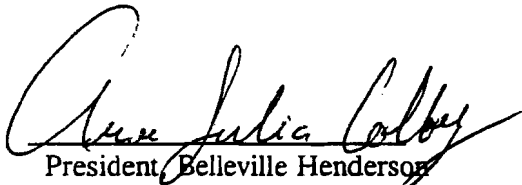
- 5.2 All tenured teachers will have a formal announced observation every year. If a tenured teacher elects, he/she may waive the pre-observation form and meeting.
- 5.3 The procedure for conducting formal announced observations for tenured teachers will be the same procedure set forth for formal announced observations for probationary teachers.

ARTICLE XV: SCHOOL CALENDAR AND WORK YEAR


The Superintendent will request and consider calendar proposals from the President of the Association so as to facilitate teacher participation in drafting the school calendar.

**ARTICLE XVI: AGREEMENT BETWEEN PUBLIC EMPLOYEES AND
EMPLOYEE ORGANIZATIONS SECTION 204-A, CIVIL SERVICE LAW**

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



President, Belleville Henderson
Teachers' Association



Superintendent of Schools

Date: 5/20/09

Date: 5/26/09

2008-2009 BELLEVILLE-HENDERSON TEACHER SCHEDULE

ST	BA	BA6	BA12	BA18	BA24	BA30	BA36	MA BA42	MA6 BA48	MA12 BA54	MA18 BA60	MA24 BA66	MA30 BA72
1	33797	34067	34337	34607	34877	35147	35417	35687	35957	36227	36497	36767	37037
2	34942	35212	35482	35752	36022	36292	36562	36832	37102	37372	37642	37912	38182
3	36104	36374	36644	36914	37184	37454	37724	37994	38264	38534	38804	39074	39344
4	37283	37553	37823	38093	38363	38633	38903	39173	39443	39713	39983	40253	40523
5	38479	38749	39019	39289	39559	39829	40099	40369	40639	40909	41179	41449	41719
6	39662	39932	40202	40472	40742	41012	41282	41552	41822	42092	42362	42632	42902
7	40922	41192	41462	41732	42002	42272	42542	42812	43082	43352	43622	43892	44162
8	42169	42439	42709	42979	43249	43519	43789	44059	44329	44599	44869	45139	45409
9	43433	43703	43973	44243	44513	44783	45053	45323	45593	45863	46133	46403	46673
10	44714	44984	45254	45524	45794	46064	46334	46604	46874	47144	47414	47684	47954
11	46012	46282	46552	46822	47092	47362	47632	47902	48172	48442	48712	48982	49252
12	47327	47597	47867	48137	48407	48677	48947	49217	49487	49757	50027	50297	50567
13	48659	48929	49199	49469	49739	50009	50279	50549	50819	51089	51359	51629	51899
14	50008	50278	50548	50818	51088	51358	51628	51898	52168	52438	52708	52978	53248
15	51374	51644	51914	52184	52454	52724	52994	53264	53534	53804	54074	54344	54614
16	52757	53027	53297	53567	53837	54107	54377	54647	54917	55187	55457	55727	55997
17	54157	54427	54697	54967	55237	55507	55777	56047	56317	56587	56857	57127	57397
18	55574	55844	56114	56384	56654	56924	57194	57464	57734	58004	58274	58544	58814
19	57008	57278	57548	57818	58088	58358	58628	58898	59168	59438	59708	59978	60248
20	58459	58729	58999	59269	59539	59809	60079	60349	60619	60889	61159	61429	61699
21	59927	60197	60467	60737	61007	61277	61547	61817	62087	62357	62627	62897	63167
											64112	64382	64652

2009-2010 BELLEVILLE-HENDERSON TEACHER SCHEDULE

ST	BA	BA6	BA12	BA18	BA24	BA30	BA36	MA BA42	MA6 BA48	MA12 BA54	MA18 BA60	MA24 BA66	MA30 BA72
1	34513	34783	35053	35323	35593	35863	36133	36403	36673	36943	37213	37483	37753
2	35664	35934	36204	36474	36744	37014	37284	37554	37824	38094	38364	38634	38904
3	36833	37103	37373	37643	37913	38183	38453	38723	38993	39263	39533	39803	40073
4	38020	38290	38560	38830	39100	39370	39640	39910	40180	40450	40720	40990	41260
5	39225	39495	39765	40035	40305	40575	40845	41115	41385	41655	41925	42195	42465
6	40448	40718	40988	41258	41528	41798	42068	42338	42608	42878	43148	43418	43688
7	41689	41959	42229	42499	42769	43039	43309	43579	43849	44119	44389	44659	44929
8	42948	43218	43488	43758	44028	44298	44568	44838	45108	45378	45648	45918	46188
9	44225	44495	44765	45035	45305	45575	45845	46115	46385	46655	46925	47195	47465
10	45520	45790	46060	46330	46600	46870	47140	47410	47680	47950	48220	48490	48760
11	46833	47103	47373	47643	47913	48183	48453	48723	48993	49263	49533	49803	50073
12	48164	48434	48704	48974	49244	49514	49784	50054	50324	50594	50864	51134	51404
13	49513	49783	50053	50323	50593	50863	51133	51403	51673	51943	52213	52483	52753
14	50880	51150	51420	51690	51960	52230	52500	52770	53040	53310	53580	53850	54120
15	52285	52535	52805	53075	53345	53615	53885	54155	54425	54695	54965	55235	55505
16	53688	53938	54208	54478	54748	55018	55288	55558	55828	56098	56368	56638	56908
17	55089	55359	55629	55899	56169	56439	56709	56979	57249	57519	57789	58059	58329
18	56528	56798	57068	57338	57608	57878	58148	58418	58688	58958	59228	59498	59768
19	57985	58255	58525	58795	59065	59335	59605	59875	60145	60415	60685	60955	61225
20	59480	59730	60000	60270	60540	60810	61080	61350	61620	61890	62160	62430	62700
21	60953	61223	61493	61763	62033	62303	62573	62843	63113	63383	63653	63923	64193
											65164	65434	65704

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Belleville Henderson Central School District, hereinafter referred to as the "District", and the Belleville Henderson Teachers' Association, successor in interest, to the Belleville Henderson Education Association, hereinafter referred to as the "Association".

WHEREAS the Association elected to change its name from the Belleville Henderson Education Association to the Belleville Henderson Teachers' Association, and

WHEREAS the Association notified NYSUT of the name change by letter dated September 7, 2007, and

WHEREAS the prior collective bargaining agreement was between the Chief School Administrator of the Belleville Henderson Central School and the Belleville Henderson Education Association for the term July 1, 2005, to June 30, 2008, and

WHEREAS the name change of the Association was not addressed during negotiations for the new collective bargaining agreement for the term July 1, 2008, to June 30, 2010, and

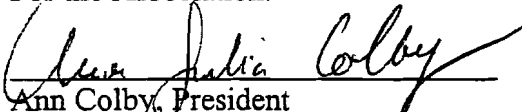
WHEREAS the District and the Association recognize that not including the name change in Article I of the Recognition Clause was an oversight during negotiations and should now be corrected.

NOW THEREFORE the parties so agree as follows:

1. In Article I, Recognition Clause: Change Belleville Henderson Education Association to Belleville Henderson Teachers' Association.
2. This MOA and the new collective bargaining agreement between the District and the Association shall be signed simultaneously by the parties so that the name change of the Association in the Recognition Clause of Article I of the new contract accurately reflects the legal name of the Association.

This Memorandum of Agreement is for the sole purpose of setting forth the legal name change of the Association and there are no other substantive changes to the negotiated and ratified settlement of the collective bargaining agreement for July 1, 2008, to June 30, 2010.

For the Association:


Ann Colby, President
Belleville Henderson Teachers' Association

Date: 5/26/09

For the District:


Rick T. Moore, Superintendent

Date: 5/26/09