

AGREEMENT

-between-

**BOARD OF EDUCATION
BEDFORD CENTRAL SCHOOL DISTRICT
BEDFORD, NEW YORK**

-and-

**BEDFORD TEACHERS'
ASSOCIATION**

JULY 1, 2020

-through-

JUNE 30, 2021

This AGREEMENT is effective as of the 1st day of July, 2020 by and between the Board of Education, Bedford Central School District, Westchester County, New York (hereinafter called the "Board"), and the Bedford Teachers' Association (hereinafter called the "Association").

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PREAMBLE

It is the mutual concern of the Board and the entire professional staff that our schools provide students with the best instruction and learning environment obtainable. The Board and the Association believe that the objectives of the educational program are realized to the highest degree possible when mutual understanding, cooperation and effective communication exist among the Board, the Association, the Administration, and the teaching staff. The commonality of goals and interests reflects the professional concept of shared responsibility in program development which can be achieved only through an open and free exchange of views with all parties participating in deliberations leading to the determination of matters of mutual concern.

It is recognized that members of the professional staff require specialized qualifications; that this professional preparation qualifies them to make significant contributions to the determination of the educational program and to the conduct of the educational affairs of the district; that the success of the educational program depends upon the maximum utilization of the abilities of teachers and the responsiveness of the teachers to the intellectual and emotional needs of the students.

The Board and the Association seek to foster recognition among students of individual freedom and social responsibility, to inspire meaningful awareness of democratic institutions, and to instill appreciation of the values of individual liberty and personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom and freedom of individual conscience, association and expression for teachers and students are encouraged.

Teachers are responsible for maintaining a high level of professional service to the welfare and benefit of their students. It is only in this atmosphere that the teacher can best meet his/her professional obligations. The Board will sincerely foster the dedication expected of the teachers by planning constructively to provide the best facilities obtainable, and by assisting teachers in the advancement of their skills and techniques.

ARTICLE ONE - Recognition

A. Exclusive Representation: The Board recognizes the Association as the exclusive representative under the Public Employees' Fair Employment Law of a negotiating unit consisting of classroom teachers and ancillary personnel which includes full-time classroom teachers, part-time classroom teachers (those employed for 20% or more of a standard work year with pro-rating of fringe benefits based on time worked, subject to limitations beyond the Board's control), guidance counselors, psychologists, social workers, occupational therapists, physical therapists (0.6 FTE or greater), library media specialists, speech therapists, elementary coordinators, case managers, enrichment

Commented [KR1]: November 2019 MOA

teachers, reading consultants, teaching assistants, teachers of English as a second language, learning disabilities specialist, department coordinators, registered nurses, special education teachers, teachers of the gifted, bilingual teachers and elementary ESL consultant teachers and elementary math consulting teachers. Teaching assistants are affected only as specifically noted in Article 34. Registered Nurses are affected only as specifically noted in Article 35. Occupational and Physical Therapists are affected only as specifically noted in Article 36. Certified Occupational Therapist Assistants are affected only as specifically noted in Article 37.

Except as otherwise indicated, as used in this Agreement the word "teacher" shall mean any members of the negotiating unit covered under the terms of this agreement.

B. Unchallenged Representation Status: The exclusive recognition accorded to the Association hereunder shall remain in full force and effect, and the Association shall have unchallenged representation status for the maximum period provided by law. This recognition and status shall thereafter automatically be renewed for additional two (2) year periods after the conclusion of the maximum period, unless another employee organization is certified to represent teachers in the negotiating unit described in Paragraph A pursuant to the procedures of the Public Employees' Fair Employment Act.

Commented [KR2]: To conform with the Taylor Law and applicable PERB regulations. As an alternative to "the maximum period," "December 1, 2020" can be used, but if contracts longer than 3 years are negotiated in the future, stating the date in the contract could be problematic.

ARTICLE TWO - Newly Employed Personnel and Voluntary Transfers

A. Notice of Assignment: Notice of assignment to specific positions for all newly employed personnel shall be given as soon after appointment as possible. Assignment shall be within the type of service for which the teacher has been appointed by the board.

B. Vacancies and Transfers:

1. Whenever a vacancy and/or a new position occur, such a vacancy and/or new position will be posted in each school building.
2. Teachers who desire a transfer to another building may give notice of that desire by filing a written statement with the Superintendent or his/her designee ordinarily no later than April 1 for the subsequent school year. When a vacancy occurs it will be posted pursuant to Article III. A teacher who expresses a desire for transfer will be granted an interview if he/she so requests. No such interview need be afforded if the teacher has been interviewed for a similar position within the last three years unless there has been a change in principals or, application has been made to a different school.

3. Each applicant for a particular position shall be notified as to who was appointed to the position within one (1) week after the appointment is made. The Bedford Teachers' Association ("BTA") shall be notified in the event that a transfer request is denied.

C. Determination of Requests for Voluntary Transfers: In the determination of requests for voluntary transfers, relevant qualifications, the best interest of the school system and the wishes of the teacher(s) requesting a transfer (to the extent that same do not conflict with the instructional requirements of the school system) shall be considered.

D. Elementary Level Transfers: Teachers at the elementary level who have been involuntarily transferred because of declining enrollment may request a voluntary transfer within their tenure areas in subsequent years, stating school(s), grade levels or areas preferred. These requests will be honored provided the teacher is qualified and the transfer will not have a negative impact on the staffing and programs of the schools. Such transfer may not require the involuntary transfer of another staff member.

ARTICLE THREE - Promotional and Vacant Positions

A. When positions on the professional staff are created or otherwise become vacant, it shall be the policy of the administrative staff to review carefully the qualifications of teachers presently on the staff as well as to search for qualified persons outside the staff.

B. Extra-curricular Vacancies: When a vacancy exists in any position listed under Article 22.G., either because of a resignation or because the administration finds an individual's service unsatisfactory, then the position will be advertised within all the schools and subsequently offered to the most qualified candidate from the faculty. Criteria for determining qualifications will be developed by the administration. If there is no qualified candidate from the faculty, the position will be advertised outside the faculty and then offered to the most qualified candidate. Although such positions are annual appointments, once a non-faculty member is appointed, he or she will hold the position until resignation or until services are terminated because of unsatisfactory performance; the school district will not be required to re-open the position yearly to faculty members.

C. Notice of Vacancies: Teachers who wish to become candidates for promotional or lateral positions should notify the Superintendent of their wishes. Notices of vacancy will be published by the Personnel Office and sent for posting to the Building Vice President last designated by the BTA. During the summer, if a position becomes vacant, the Superintendent will notify the appropriate teacher(s) in writing. In addition, the Superintendent shall send a list of positions to be filled to the President of the

Association.

D. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice.

E. Such vacancies shall be filled on the basis of qualifications for the vacant post and the best interests of the District.

F. Interviews for Promotional Positions: Each applicant for a promotional position shall receive an interview. If an applicant who is not selected requests an appointment to discuss why he/she was not selected, it shall be granted.

G. Administrative Appointments: In determining appointments for the positions of principal, head teacher, and any position which has responsibility for supervising teachers, the Superintendent will consult with a committee of teachers, chosen jointly by the Association and the Superintendent, representative of those who will be directly supervised by the person to be appointed.

ARTICLE FOUR - Involuntary Transfers

Criteria

- A. 1. The parties agree that involuntary transfers will be made only in the following cases: (1) Emergency, (2) To prevent interference with instructional program (3) Elimination of positions due to program reduction and/or declining enrollment (4) for program expansion, or (5) for previously identified teacher performance issues. Additionally, a teacher who has been found to be not satisfactory may be transferred without consent within his or her tenure area in order to provide the teacher with an opportunity to improve performance. During this year observations will be made in accordance with the provisions of Article 6.C.
2. Notice of involuntary transfers for the following school year shall be given to teachers in writing by June 20 of the preceding year. Later notice may be given only if the transfer is caused by new developments (e.g. changes in student enrollment) that the District learns of after June 15, and in such cases the District shall give notice of the transfer as early as practicable. If such notice is given between June 21 and July 31, the teacher shall receive \$1000 in compensation. If such notice is given between August 1 and the date one week before the first teacher report day, the teacher shall receive \$2000 in compensation. If such notice is given between the date one week before the first teacher report day and

the first day of classes, the teacher shall receive \$5,000 in compensation.

Commented [KR3]: January 2019 MOA

B. Procedures: An involuntary transfer shall be made only after the teacher involved has been notified of the reason for the transfer, and after the teacher has had an opportunity to meet with the Superintendent or his/her designee. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, a meeting will be held between the Association's representative and the Superintendent to discuss the matter.

Commented [KR4]: January 2019 MOA

Any grievance resulting from a transfer based upon the finding of unsatisfactory service may be filed at Stage 4 (Article 28).

C. Procedures affecting personnel employed in positions that are to be eliminated appear in Article 9 of this Agreement.

ARTICLE FIVE - Summer School, Evening School, Adult Education, Home-Bound Instruction and Summer Academy.

A. Assignments:

1. All openings for summer school positions, evening school positions, summer academy, extended school year and evening adult education positions shall be posted in each school building as early as possible. Teachers who have applied for evening school and evening adult education shall be notified of their status as early as possible. Summer school openings will be published and posted no later than the preceding April 1.
2. The district shall make every effort to determine the actual number of teachers required for summer school in determining the number of summer school teaching positions. Such estimate shall be based on prior summer school experience and other attendance projections.
3. The District shall inform teachers of their summer school employment status within three (3) working days after passage of the budget or by May 25, whichever is sooner. It is understood that any summer school employment is contingent on passage of the budget as first submitted to the voters in the district.
4. Once a teacher is notified of his/her acceptance for summer school employment, he/she shall be employed in a professional capacity for the period specified at the agreed compensation.

5. Notification that a teacher has not received a summer school assignment shall state that there are no positions available at that time. However, if jobs become available, teachers who have applications on file shall have a right of first refusal. A teacher exercising the right of first refusal must notify the District within three (3) days after being made the offer of his/her decision to accept or decline the position. The criteria in Section "B" which follows shall be applied in determining which teachers shall be offered the right of first refusal.

B. Criteria for Selection of Summer, Evening School, Summer Academy Extended School Year, and Evening Adult Education Personnel: To the extent possible, all vacancies for summer school, evening school, summer academy extended school year, and adult education shall be filled by regularly appointed qualified teachers. The District will have the discretion to hire for these positions based on qualifications, past performance in these programs, past performance during the regular school year, and fitness for the particular position to be filled. These factors will be measured objectively to the extent practicable.

C. Leaves for Summer School and Extended School Year Personnel: Teachers in the summer school system shall be entitled to two (2) sick leave days and one (1) personal day, with reason, each session.

D. Home-Bound Instruction: At the beginning of each school year notice will be posted in each school of the formation of a pool of teachers who wish home-bound instruction assignments. Home-bound instruction is defined as that which the district must provide to students who are unable to attend school.

Assignments for home-bound instruction will be made whenever possible from the pool of applicants whose names have been received at the beginning of each school year. Staff members can be given home-bound instruction assignments only when that instruction takes place during after-school hours. With the approval of the Superintendent, teachers may provide homebound instruction to their own students in the event of injury and/or illness. Compensation for home-bound instruction shall be \$75 per hour.

ARTICLE SIX - Supervision, Evaluation and Rehiring

A. All monitoring or observation or other processes directed toward evaluation of the competence of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Observation and Evaluation Forms:

1. Observation and evaluation of a teacher shall be made upon the forms developed collaboratively by the Administration and the Bedford Teachers' Association through the APPR Committee. Observation and evaluation of teachers shall be accomplished in accordance with the Board of Education-approved APPR plan, in accordance with Commissioner of Education regulations.
2. Copies of the applicable forms will be made available to each teacher before the observation/evaluation process begins.

C. Notwithstanding the foregoing, the Association recognizes the Board's obligation to conform to the statutory and/or regulatory requirement for annual evaluations.

D. Termination of Non-Tenured Employees:

1. Non-tenured teachers shall be notified of their employment termination (except for reasons of declining enrollment) in writing no later than April 15 (or the preceding Friday, if April 15 occurs during a school recess) of the year in which their employment is being terminated unless there is a mutual agreement regarding a postponement of that notification. If there is a postponement, the teacher will be notified as soon as possible. Notification of employment termination pursuant to this section for a teacher whose probationary period ends at a time other than the beginning of the school year shall be given in writing no later than 90 days prior to the end of the probationary period.
2. The administration recognizes its obligation to counsel with and assist non-tenured teachers so that they will have every opportunity to attain the level of professional competence necessary to be given tenure.
3. A non-tenured teacher who is not rehired for the next school year shall have the right, if he/she so requests, to a conference with his/her evaluator and the Superintendent or his/her designee. If such a teacher is not satisfied with his/her conference, he/she may request a closed meeting with the Board of Education at which Association representatives may be present to discuss the reasons why he/she was not rehired. This request will be granted.

ARTICLE SEVEN - Teacher Files

A. Content: Official teacher files in the school and district offices will contain only material and information necessary to establish a progress record of the teacher's service.

B. Placement of Materials: Except for materials submitted prior to a teacher's employment, no material or information alleging a deficiency in a teacher's conduct, service, character or personality will be placed in the file unless the teacher has had an opportunity to review the material. A teacher will acknowledge that he/she has read this material by affixing his/her signature on the actual copy to be filed, with the statement that such signature in no way indicates agreement with the contents thereof.

C. Right to Respond: The teacher will have the right to provide an answer or explanation for any material in his/her file, and his/her written and signed statement will be attached to the file copy. The teacher may add material to the file which he/she feels reflects on his/her professional performance. The material added by the teacher will not be derogatory to administrators or members of the Board of Education.

D. Right to Review: Teachers have the right, upon request, to review the contents of their personnel files except as to confidential references from colleges and employers and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him/her during such a review.

E. All material placed in a teacher's file will be dated and indexed.

ARTICLE EIGHT - Curriculum and Instructional Change

A. The Board agrees that in making changes in curriculum and instruction there should be balanced participation between teachers and the administration.

ARTICLE NINE -Teacher Protection

A. Control and Discipline of Students: The Board recognizes the responsibility of giving all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom and in the school building.

B. Special Assistance for Students: Whenever it appears to the classroom teacher, guidance counselor, and/or building principal that a student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take immediate steps to see that such attention is given.

C. Removal of Students from the Classroom: When a teacher determines that a child is so disruptive that proper classroom instruction cannot take place, the child may be removed from the class and sent to the principal's office. Such a child shall not be returned to his/her regular class until the appropriate administrator has consulted with the teacher, and, if the teacher and/or administrator requests, there has been consultation with the child's parents or special services personnel.

D. Protection from Criminal/Civil Liability: If a civil or criminal action or proceeding is begun against any teacher arising out of disciplinary action taken against any pupil of the district while in the discharge of his/her duties within the scope of his/her employment, the Board recognizes its responsibility under Section 3023 of the Education Law to provide an attorney or attorneys for him/her and to pay such attorney's fees and expenses necessarily incurred in the defense of such teacher. The teacher recognizes his/her responsibilities under Section 3023 to deliver to the Board within ten (10) days of service any summons, complaint, process, notice, demand, or pleading. Time lost for reason of court appearance or preparation for court appearance, or disability in connection with any such action shall in no way be charged against the teacher. The Board shall save harmless and protect all teachers in accordance with Section 3023 of the Education Law.

E. Complaints Against Teachers: When a complaint is made to the administration about a teacher, the administration shall confer with the teacher concerning the matter before any action detrimental to the teacher is taken or any record is placed in the teacher's permanent personnel file. The administration shall not prevent the teacher from discussing the matter with the complainant, but may insist that an administrator schedule and be present at any such discussion. Within five calendar days of the teacher's request, the administrator shall make all reasonable attempts to schedule the meeting for a date within two weeks of the teacher's request.

F. Reimbursement for Damaged or Stolen Property: The Board shall provide reimbursement, in any amount reasonable under all the circumstances, for the repair or replacement of clothing or other personal effects stolen, damaged, or destroyed, during the course of and incidental to employment, provided the loss has not been caused by the negligence of the claimant. Personal effects shall not include motor vehicles. However, in the event of repeated incidents of theft or vandalism of motor vehicles, the Board shall adopt appropriate measures to protect such property.

G. Seniority Determination: In determining seniority for purposes of the agreement, seniority date shall be established for each employee as beginning with his/her most recent date of hiring with this school district.

A teacher on unpaid leave of absence will not accrue seniority credit and such time, if any, shall not be counted toward tenure.

Where there is a "tie" between two staff members (i.e. where the number of months of credited service in Bedford as of the most immediate past September 1 is equal) the following four criteria will be applied to "break" the tie in order as listed.

The Association has agreed these are not arbitrary criteria.

1. Prior Bedford service in any capacity, (teacher, teacher assistant, aide, etc.) (Not quantified).
2. Amount of prior teaching experience (Quantified).
3. Educational level on which they are being paid.
4. Most recent appointment date.

H. Abolition of Positions:

1. If the Board of Education abolishes a position within the bargaining unit the services of the teacher having the least seniority within the tenure area of the position abolished shall be discontinued.
2. If there is no position available in the teacher's tenure area and if that tenured teacher whose position was eliminated has certification in another area, he/she will get first chance at a position if such a position in the other area is open or becomes available.
3. If a teacher who has been terminated due to abolition of positions is not certified in other subjects in another tenure area he or she may submit a plan of study leading to certification in a subject for which an available vacancy exists.

Such plan setting forth the courses and when and where they will be taken, will be submitted to the Superintendent for review. If it is determined by the Superintendent that the course work can be completed within a reasonable period of time and reasonable assurances are received from the State Education Department indicating that a waiver of certification can be obtained under the circumstances, then the teacher will be given consideration for the vacancy. However, the Board retains its rights to appoint the candidate of its choice.

If the teacher submitting such plan is chosen to fill the vacancy, the credits

approved in the plan will be reimbursed at the teacher's request based upon the regular tuition paid by the teacher upon presentation of official receipts and transcripts signifying successful completion of the course. If courses are reimbursed in this manner they will not be credited on the salary schedule pursuant to Article 22.

I. Layoffs and Recall:

1. In the event that reduction in personnel as heretofore defined shall become necessary (other clauses of this contract being complied with), these teachers shall be deemed to have been laid off. In the event of layoff, the Board shall first retain those with the longest period of service in the tenure area.
2. In the event of layoff, the Board will provide the teacher with a written statement indicating reduction in staff as the reason for the release.
3. If a position within the bargaining unit is abolished in accordance with Article Nine H.1., is consolidated with another position without creating a new position, or is reduced from full-time to part-time, the person filling such position at the time of its abolishment, consolidation or involuntary reduction to part-time shall be placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or may thereafter occur in a position similar to the one which such person filled without reduction of salary or increment provided the record of such person has been one of faithful, competent service in the office or positions he/she has filled. The persons on such preferred lists shall be reinstated or appointed to such vacancies in such corresponding or similar positions in the order of their length of service in the system at any time within seven (7) years from the date of abolition, consolidation of such position or involuntary reduction to part-time of such position.
4. The Board agrees to extend recall rights to laid off probationary and tenured teachers for contract substitute appointments. ("Contract substitute appointments" are defined as those expected to last 45 days or more). Tenured and probationary teachers who are certified in the area in which such a vacancy exists will be recalled to these positions before they are opened to other people, except in those cases where the Board wishes to retain in a particular school a teacher who is already filling a substitute appointment.
5. In the event of layoff of a regularly appointed staff member because of program elimination or modification or declining enrollment, the Board will provide up to three (3) months' health coverage from the date of

severance, similar to the coverage provided in Article 24.A. This coverage will be discontinued when the laid-off employee becomes eligible for a comparable group health insurance program or at the end of three (3) months from the date of severance, whichever comes first. Following expiration of the three (3) month period, the employee shall be granted such extended coverage as is provided by law. In order to receive the continued coverage, the teacher must pay the same percentage of the premium as he/she paid before the layoff.

6. A registered nurse who has been laid off shall be placed on a preferred eligible list for a period of four (4) years. Registered nurses shall be laid off and recalled based upon the provisions of Section 80 of the Civil Service Law.

J. No teacher will be deprived of employment as a result of agreements made between the Board of Education and any outside profit-making organization.

K. Part-Time Staff Reductions: Full-time teachers involuntarily reduced to part-time shall be treated as in Article Nine (I)(1). Other part-time teachers will have their seniority computed in their tenure area. Reductions in force affecting part-time employees shall be made with the least senior person(s) in the tenure area being the first to be terminated. Recall for available part-time positions shall be made on the basis of these seniority lists with the most senior person in a tenure area being the first recalled provided that in such areas as music and foreign language a needed specific competence can be demonstrated and the proper certification is held. Recall to part-time positions pursuant to this provision shall be limited to those part-time positions becoming available within three years of a layoff. If a teacher on the preferred eligible list refuses to accept a vacancy to which he or she should be entitled during this period, such refusal shall constitute a waiver of any and all right to future vacancies that may arise. Further, it is understood and agreed between the parties that the seniority accorded part-time teachers, regardless of their length of service as a part-time teacher, shall always be less than that accorded to any full-time teacher. Part-timers will receive seniority pro rata.

L. Discipline of Staff:

1. a. No teacher will be disciplined, reprimanded, reduced in rank or compensation or involuntarily transferred as the result of an unsatisfactory rating without just cause. This does not diminish the Board's present authority under Section 3012 of the Education Law in respect to the employment of non-tenured teachers.

b. Registered nurses shall be eligible for the protections of Section 75 of the Civil Service Law upon completion of three (3) years of continuous service in the District as a registered nurse. Where Section 75 is not applicable, Article Nine L.1.a. shall apply.

2. In public, teachers and administrators will be critically aware of their positions and of their professional status. Mutual respect should characterize the tenor of their professional relationships. While free and full discussion of educational issues in public is to be encouraged, reprimands of teachers which concern their professional competence will be conducted in private.

M. No teacher shall lose his/her position as a result of the elimination of a program after the beginning of the school year.

N. Program Elimination or Modification Notice: Elimination or modification notice is to be given by April 15 or thirty (30) days prior to the budget vote, whichever is earlier. If the teacher desires a meeting with the Superintendent to discuss the elimination or modification, the request shall be granted and the teacher may have an Association representative present.

O. Distance learning courses shall not be offered in such a way that they cause layoffs of unit members.

ARTICLE TEN - Bedford Staff Development Center

A. A four-fifths (4/5ths) secretary shall be provided to the Staff Development Center (SDC). The SDC may choose to employ the monetary funds equivalent to a secretary's salary based upon four-fifths (4/5ths) of step one of the CSEA Secretaries' salary schedule.

B. Teacher Resource and Computer Training Center Policy Board: The Bedford Central Teacher Resource and Computer Training Center Policy Board will be composed of a majority of elementary and secondary teacher representatives of the staff to be served by the Center. The Bedford Teachers' Association will approve these teacher representatives and all activities of the Policy Board will be in accordance with the existing Agreement between the Board and the Association.

ARTICLE ELEVEN - Professional Development

A. Each teacher shall work the following indicated additional time for curriculum planning, curriculum implementation and updates, workshops and staff

development; development or collaboration on the development of new programs and instructional methods; participating in school-college teacher development partnerships, and other collegial work. This is unpaid time that must be outside of the work day, and can be directed by the administration or self-directed by the teacher according to the charts below. When professional development hours are assigned by an administrator, at least two weeks' notice must be provided, and the topic of the professional development must be indicated.

Middle School and High School Teachers:

Self-Scheduled - The teacher shall log five hours of unpaid professional development outside the work day.

Administrator-Assigned - Administration may schedule up to ten hours of unpaid professional development outside the work day.

Elementary School Teachers:

Self-Scheduled - The teacher shall log ten unpaid hours of staff collaboration and other mandated District responsibilities.

Administrator-Assigned - Administration may schedule up to five hours of unpaid professional development outside the work day.

If a teacher is hired after the beginning of the school year, the professional development requirement will be pro-rated in accordance with the following formula: the number of required hours will be divided by ten and multiplied by the number of months the teacher is to be employed that year. If the teacher begins after the 15th of the month, that month will not be included in the calculation. Part-time teachers will complete professional development hours pro-rated to the percentage of a full-time position for which they are employed.

Recordkeeping of the self-directed professional development hours will be done in accordance with the Professional Development Record (PDR) procedures.

B. Professional Growth and Development Grants (PG & Ds)

1. Funds to encourage individual, small group, and total staff growth as well as program development within the context of each school's needs shall be provided as follows each school year:

<u>Elementary</u>	<u>Middle</u>	<u>High</u>	<u>Multiple</u>
\$ 40,605	\$ 16,821	\$ 25,230	\$ 3,003

The funds for elementary schools will be divided among the schools in proportion to enrollment.

All funds allocated in each category will be for teacher-initiated proposals which must meet District goals. Building committees will have these goals in time for development and approval of proposals for summer work.

Funds at each school that are not encumbered by May 31 shall be applied to that building's PG&D funds for the next fiscal year.

These sums shall be in addition to those normally allocated for similar purposes through building principal budgets and through the Assistant Superintendent's budget.

- Professional Growth and Development Committees in each school shall be responsible for recommending uses for these funds to the Assistant Superintendent for Curriculum and Instruction, except in cases of multiple school projects where the District Leave Committee shall be responsible for recommending use of these funds to the Assistant Superintendent for Curriculum and Instruction. The building committees shall be constituted as follows: in each elementary school, the building principal and five (5) teachers chosen by the staff; in the middle and high schools, two (2) administrators chosen by the building principal and eight (8) teachers chosen by the staff. In addition, the Assistant Superintendent for Curriculum and Instruction shall be an ex Officio member of all these Professional Growth and Development committees. The Assistant Superintendent shall have the right to reject recommendations of the Committee.

C. Educational Development Leaves - (EDLs)

1. For each year of this contract, \$80,000 shall be allocated for the purpose of leaves for educational development. Such leaves shall be for a minimum of sixteen (16) days. Initially, one-third of the funds will be allocated to the elementary, middle school and high school levels respectively. If there are too few proposals with sufficient merit to win Committee approval at a particular level, the unused funds will be made available for proposals from other levels as needed. Sums that are not expended for EDL in one year may be rolled over to the following year provided that the following year EDL sum does not exceed 110% of the previous year's amount. The foregoing leaves shall be granted for use during the summer recess.
2. The participating teacher shall be paid at the curriculum rate premised upon a six (6) hour work day. An employee shall have the option of selecting in-service credit or wages based upon the following sum:

One hundred and sixty-five dollars (\$165.00) for every day.
3. Expenses shall be reimbursed for the participating teachers. Expenses shall not exceed the per diem rate set forth in the Internal Revenue Bulletin, Revenue Procedure 98-64. The foregoing rate shall be modified to conform to future Internal Revenue Service updates regarding per diem rates. Teachers shall be reimbursed for coach class airfare only.
4. The participating teacher shall submit a detailed proposal upon application for the leave under the procedures set forth in Article 13. Included in the foregoing proposal shall be a detailed articulation of expenses.
5. Selection of teachers to receive such leaves shall be made in accordance with procedures established in Article 13.
6. Eligibility for leaves under this article shall be limited to tenured teachers. It is further understood and agreed that no tenured teacher shall be granted an EDL within four (4) years of having been granted a prior EDL.
7. Notwithstanding the above, the EDL program shall be suspended for the 2020-21 school year.

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D. Changes in Tenure Areas

A teacher who agrees to change tenure areas will continue to move up the salary schedule as if he/she had stayed in his/her initial tenure area. The teacher may

return to his/her initial tenure area at the beginning of a semester within two years of the change.

E. Professional Development Stipends

1. Base salary may be supplemented by Professional Development Stipends ("PDS's"). The total pool for PDS's shall be up to 1% of the total base salaries for the unit as of September 1 of each year.
2. PDS's will be distributed according to a procedure to be determined by a joint District/BTA committee. The procedure will involve cycles of goal-setting, professional growth, and evaluation.
3. Teachers will have the opportunity to make a selection from one or more varieties of professional development. Expectations for professional development will include goal-setting, progress in identified areas, and evaluation. Student achievement and previous evaluations will be considered when setting goals. Objective metrics will be used to measure progress. Expectations may also include action research, empirical research, and reflection on practice. Teachers who have achieved their professional development goals shall be awarded a PDS to be determined according to the procedures to be agreed upon by the joint committee.
4. The specifics of how PDS's are earned, and of how their sizes are determined, will be governed by the joint committee.
5. The District shall be obligated to spend all the money budgeted for PDS's (i.e. 1% of payroll) if and only if targets are met for the percentage of eligible teachers who choose particular varieties of professional development, and for the percentage of eligible teachers who participate in the District's professional development program in good faith. The targets will be set by the joint committee. If the targets are not met, then the District will pay PDS's to those teachers who have earned them, in accordance with the methodology to be determined by the joint committee, but the District will not be required to spend the 1% maximum.
6. On or before any February 1, the District may for any reason suspend this section on Professional Development for the following school year, and the money that would otherwise have been spent on PDS's in that school year will not be spent.

F. Professional Reflection Years

1. Teachers hired on or before June 30, 2013 shall participate in a four-year cycle of evaluation and professional reflection, in lieu of the traditional three-year evaluation cycle. After teachers complete the third year of their evaluation cycle, they shall be eligible for a one-year pause for reflection upon proof of continued competence and professional growth as specified below.
2. In order to earn this fourth year in the cycle, teachers must have no “ineffective” ratings on any row of the APPR teacher practice rubrics during the prior years of that cycle, must show progress and/or demonstrated learning on any “developing” ratings on any row of the APPR teacher practice rubrics during the prior years of that cycle, and an “effective” or “highly effective” overall 60-point APPR rating. The District may permit in its discretion a reflection year if any of these criteria are not met, but such a pause is deemed in the best interests of the teacher’s professional growth.
3. Teachers who do not qualify for the fourth-year pause for reflection (T4) shall remain on the T3 cycle until they complete T3 satisfactorily and meet the criteria outlined in Section F(2) above.
4. Teachers in the reflection year will submit a written reflection with regard to each of the District teaching standards and expectations (similar to those submitted by tenure candidates) as well as a statement of their philosophy of education and a statement of how the teacher has grown professionally over the past three years. Teachers in the T3 year shall elicit written student feedback on their performance to be used in their T4 reflection. This feedback will be seen only by the teacher.
5. The building principal and/or other designee of the Superintendent will determine if the teacher has successfully and in good faith completed the requirements for professional reflection stated above. This determination will be subject to review using the same procedures used for the appeal of APPR ratings.
6. Teachers who have successfully and in good faith completed the requirements for professional reflection stated above will receive a nonrecurring stipend of \$1000 on or before the September 1 following the reflection year.

7. The 2019-2020 deadline for APPR T4 submissions will be moved to November 1, 2020. Those BTA members who successfully submit their work by this adjusted deadline will receive their payment on or about December 1, 2020. Teachers who normally would have participated in APPR T4 during the 2020-21 school year will instead do so in 2021-22, and subsequent years of T4 will be similarly delayed, so that the District will save one year's worth of T4 payments with no future catch-up.

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ARTICLE TWELVE - Extended Leaves of Absence Without Pay, and Teacher Exchange Leave

A. Child Care:

1. A teacher who will be responsible for the care of a newly-born or newly-adopted child and who requests child-care leave shall notify the Superintendent of the fact and of the approximate date when the teacher might begin a child-care leave. The teacher must give at least three months' notice of the child-care leave. The teacher may modify or rescind the notice, as long as a reason is provided. Subject to the requirement for three months' notice, the date of the leave will be mutually fixed, based primarily on the teacher's preference but giving due consideration to the needs of the school system. Under normal circumstances, however, it shall not begin later than sixty (60) days after the birth or adoptive placement of the child.
2.
 - a. A part-time (40%) teacher working five (5) days a week (40% of each day) would be eligible for 40% of a one-year full-time equivalent leave. This translates into one year of 40% days of leave for this person.
 - b. A part-time (40%) teacher working two (2) full days each week would be eligible for 40% of a one-year full-time equivalent leave. This translates into one year of 40% weeks for this person.
3. A tenured teacher, upon four months' notice to the District, may terminate a child-care leave and return to duty at the beginning of any semester within three (3) years of commencement of the leave, except that a leave which begins during the second semester shall be counted as beginning on September 1 of the succeeding school year. A first year probationary teacher upon four months' notice to the District may terminate a child-care leave and return to duty at the beginning of any semester within one (1) year of commencement of the leave, except that a leave which begins during the second semester shall be counted as beginning

on September 1 of the succeeding school year. A second or third year probationary teacher upon four months' notice to the District may terminate a child-care leave and return to duty at the beginning of any semester within two (2) years of commencement of the leave, except that a leave which begins during the second semester shall be counted as beginning on September 1 of the succeeding school year. If a leave is requested after March 1, intent to return at the beginning of either semester in the succeeding school year must accompany the leave request. Notice of intent to return for the following school year shall be given to the Superintendent in writing on the Friday before the February break or February 15, whichever occurs earlier. The aforesaid four (4) month notice shall not be required in the event of death of a spouse or child, divorce, or in the event of loss of the spouse's employment for a substantial period of time.

After the completion of a child-care leave, subsequent child-care leaves will only be granted if the teacher has returned for at least the Fall or Spring semester in regular or full time employment or as a regular part-time employee if, at the initiation of the leave, the employee was employed part-time.

4. Child-care leave shall be without pay. For non-tenured teachers, child-care leave shall constitute an interruption of the probationary period and the time on leave shall not be counted toward tenure.
5. Any child care leave shall subsume Family Medical Leave Act time taken by the teacher in connection with the same birth or adoption

B. Military: Military leave will be granted to any teacher as provided by law. Upon return from such leave, a teacher will be given credit of one (1) step on the salary schedule for the first ten (10) month period of service in the armed forces and a one-half (½) step for each additional five (5) month period, up to a maximum of four (4) steps. For the purposes of this paragraph, service during July or August shall not be counted in computing salary credit.

C. Exchange Teaching Program: A leave of absence of up to two (2) years may be granted to any teacher who has completed five (5) years of service in the Bedford Central School District for the purpose of participating in exchange teaching programs in other states, territories or countries. The Board shall compensate any teacher granted such a leave on the basis of the teacher's regular salary status. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school district during the period of his/her absence.

D. Foreign or Military Teaching: A leave of absence of up to two (2) years without pay may be granted to any tenured teacher for the purpose of participating in foreign or military teaching programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school district during the period of his/her absence.

E. Professional Responsibilities: A leave of absence of up to two (2) years without pay may be granted to any tenured teacher for the purpose of engaging in a cultural, travel, educational or work program relating to his/her professional responsibilities. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school district during the period of his/her absence.

F. Volunteer Organizations: A leave of absence of up to two (2) years without pay may be granted to any tenured teacher for the purpose of joining the Peace Corps, VISTA, International Teacher Corps or job corps and remaining a full-time participant in such a program. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school district during the period of his/her absence.

G. Elective or Public Office: A leave of absence of up to four (4) years without pay may be granted to any tenured teacher to campaign for his/her own elective office or to serve in any public office. No leave for this purpose shall be granted for less than a full semester and such teacher may return only at the beginning of a school year.

H. Association Activities: A leave of absence of up to two (2) years without pay may be granted to any tenured teacher for the purpose of engaging in local, county, state or national association activities. Such teacher may return only at the beginning of a school year. Upon return from such a leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school district during the period of his/her absence.

I. Family Care: A leave of absence of up to one (1) year without pay or increment may be granted to any teacher for the purpose of caring for a member of the teacher's family. The foregoing leave of absence may not be utilized to extend a leave taken under Paragraph A of this Article, except in the case of serious illness of the child.

J. Personal Reasons: A leave of absence without pay or increment of one (1) or two (2) semesters for personal reasons will be granted to any tenured teacher who notifies the Board in writing that he/she desires to take such a leave by April 1 of the preceding school year, except that shorter notice may be given in the event of an emergency. Such leave is available automatically only once during a teacher's career in the school district and may not be taken for the purpose of teaching elsewhere. Additional personal leave and extensions of such leave may be granted at the discretion of the Board. The

foregoing leave of absence may in no event be utilized to extend a leave taken under Paragraph A of this Article.

K. Administrative Appointment: A teacher who accepts an administrative appointment with the Bedford Public Schools shall be granted a leave of absence from his/her teaching position for up to three years.

L. Applications: Application for extended leaves of absence shall be made in accordance with procedures set forth in Article 13. Leaves under paragraphs A, B, J, and K of this article will be granted automatically upon application made in accordance with procedures in Article 13.

M. Adoption: Teachers shall be granted twenty (20) days of leave time for the adoption of a child. These twenty (20) days shall be taken in the following order: teachers shall first use five (5) of their personal days, if they do not have enough personal days they can then use family illness days up to five (5). The remaining fifteen (15) days shall be taken from the teacher's accumulated sick days.

N. Substitute Teaching: A teacher on unpaid leave of absence will be given preference for substitute teaching in the district, at the discretion of the principal, whose approval shall not be withheld without reasonable justification, when such assignments are congruent with the teacher's experience and training. Any teacher on leave who desires substitute work shall notify the Superintendent's office of his/her desire to be placed on the substitute list.

A teacher on unpaid leave of absence will not accrue seniority and any such period of leave without pay for a non-tenured teacher shall not be counted towards tenure.

O. Notice of Intention to Return: Teachers on Extended Leaves must notify the Superintendent by the Friday prior to the February break, or February 15, whichever occurs earlier, if they intend to return at the beginning of the next school year.

P. The provisions of this Agreement cannot diminish rights under the Family Leave Act.

ARTICLE THIRTEEN - Leave Application Procedures and Leave Committee

A. Educational Development Leaves Application Procedures:

1. Applicants for Educational Development Leaves ("EDLs") shall file their application with the Leave Committee by December 15 for the following summer semester.

2. Notification of the action taken by the Leave Committee will be transmitted to the Superintendent by February 15. Within ten (10) calendar days, the Superintendent may exercise the right to meet with the Committee to express his/her concerns regarding such action. The Union President may, at his/her option, attend the meeting. The foregoing meeting shall be attended by the Superintendent in the event that he/she intends to disapprove the application. Within ten (10) calendar days following the aforesaid meeting with the Committee, the Superintendent shall approve or disapprove the proposed leave in writing to the applicant.

B. Applications for Extended Leaves of Absence:

1. Automatic (Child Care, Military, Administrative, and Personal 12.A, B, J and K).

Applications for extended leaves of absence under Article 12, Paragraph A, B, J and K should be sent directly to the Superintendent, who shall forward them to the Board for formal approval.

2. Direct Application to Superintendent (Family Care - 12.I)

An application for a leave of absence under Article 12, Paragraph I, should be sent directly to the Superintendent for his/her approval. Upon his/her approval, the Superintendent shall forward it to the Board for final action which is to be taken within thirty (30) days from submission by the Superintendent.

3. All Others

- a. Applicants for leaves, other than those designated in paragraphs A.B.1. and 2 above, shall file their applications with the Leave Committee by December 15 for leaves to commence during the following school year. In extraordinary circumstances, applications for extended leave may be filed on shorter notice.
- b. In the absence of extraordinary circumstances, notification of the action taken by the Leave Committee will be given to the applicant and the Superintendent by March 1.
- c. The Superintendent shall review the leave applications and recommendations of the Leave Committee and make such additional examination as he/she may deem appropriate. In the

absence of compelling reasons to the contrary, he/she shall forward the leave applications and Leave Committee recommendations together with his/her approval of the Leave Committee recommendations. He/she may, at his/her option, either return the recommendations once, for reconsideration by the Leave Committee in the light of his/her written statement of reasons for differing with their recommendations, or forward the leave applications and Leave Committee recommendations together with his/her statement directly to the Board. If the Superintendent adopts the latter course, he/she shall so advise the Leave Committee and furnish the Committee with a copy of his/her statement to the Board.

- d. Subject to the restrictions specified in Article 13, Paragraph B.1, the Board may, in its discretion, grant or deny any applications for leave-submitted under the procedures established by this article. The Board shall take such action and notify the applicant and the Leave Committee within thirty (30) days of receipt of Leave Committee recommendations in writing of its decision stating its reasons for denying any application.

C. Leave Committee:

1. Applications for all leaves provided for in Paragraph A and B.3 above shall be submitted to a Leave Committee composed of the following persons.
 - a. The Assistant Superintendent for Curriculum and Instruction and two other members chosen by the Superintendent with the Assistant Superintendent to be designated as Chairman.
 - b. Two (2) high school teachers, two (2) middle school teachers, and two (2) elementary school teachers, all to be chosen by the Association.
 - c. The Leave Committee will be chosen by October 1.
2. Two members of the Leave Committee will be chosen by the Association each year for a term of three (3) years. At their first meeting at the beginning of each year, the Leave Committee will establish rules and procedures for carrying out the responsibilities assigned to the committee.

3. The Committee will be empowered to take whatever action and make whatever decisions it deems necessary in accordance with the provisions of Article 11 and 12 and this Article 13. The Board and the Association shall cooperate fully with the Committee and the Board shall make available to it records, secretarial assistance and other administrative support.
4. The Leave Committee shall determine which applications for leave will be granted and will notify all applicants and the Superintendent of their determinations in writing.

ARTICLE FOURTEEN - Temporary Leaves of Absence

A. Sick Leave:

1. The following benefit shall apply to teachers employed before September 1, 1990.

- a. If a teacher with more than five (5) years of service with the School District is unable to attend school and perform his/her duties due to personal illness or injury, he/she may be absent with full pay less any Board-sponsored disability insurance he/she may receive.
- b. The Board's obligation pursuant to sub-paragraph A.1. above, shall not extend beyond two (2) full years of such continuous absence.

2. The following shall apply to teachers who began service with the District on or after September 1, 1990, but before October 27, 1998. A teacher with less than five (5) years of service with the School District shall be credited with fifteen (15) days for the first year, twenty (20) days for the second year, twenty-five (25) days for the third year, thirty (30) days for the fourth year and thirty-five (35) days for the fifth year of service for absence due to personal illness or injury. Unused sick leave for such teachers shall be accumulated for each succeeding year. Time lost due to personal illness or injury is deducted from the accumulated sick leave.

3. Teachers employed on or after October 27, 1998 shall be granted fifteen (15) sick days per annum with a maximum accumulation of two hundred (200). Sections A(1) and (2) above shall be inapplicable to teachers employed on or after October 27, 1998.

4. Sick Leave Bank:

On October 27, 1998, the Board of Education contributed one hundred and eighty

(180) days to a jointly administered sick leave bank. Thereafter, unit members hired after the foregoing date have and shall continue to annually contribute one sick day to the bank, unless the bank reaches three hundred and sixty (360) days. In such event, contributions will cease except for new hires. If the bank drops below one hundred and eighty (180), contributions by unit members shall recommence. Said sick leave bank will be available to all unit members not eligible for the benefits of paragraphs 1 and 2, under the conditions set forth below:

- a. Days from the sick leave bank may be used only in the event of a catastrophic accident, or prolonged, or chronic illness or disability.
- b. The unit member must have exhausted all sick leave accumulated sick leave prior to using days from the sick leave bank.
- c. The unit member must have been absent for no fewer than twenty (20) days as a result of the illness or disability.
- d. The request for sick leave bank days is to be submitted to the sick leave bank committee with medical verification of need.

The sick leave bank will be administered by a committee consisting of two (2) members appointed by the Union President and two (2) members appointed by the Superintendent. The committee will establish procedures for application to the sick leave bank and for consideration of applications. The committee may request additional medical information, including a second opinion, to verify that the unit member is unable to work. If a second opinion or other medical verification is requested, the District will pay any cost that is not covered by the individual's health coverage. In the event that the committee is deadlocked on whether to grant the application, the matter may be referred to the grievance procedure in Article Twenty-eight.

No more than ninety (90) days will be granted for any illness or disability at one time. In the event that a unit member requires additional time from the sick leave bank, he/she may submit a request for up to an additional ninety (90) days with medical verification. In no event may a unit member use more than one hundred and eighty (180) sick bank days for any one illness or disability. However, if the employee is qualified for disability retirement, as a condition to the grant of any additional sick days beyond the first ninety (90) days, the unit member shall submit an application for disability retirement to the New York State Teachers Retirement System during the period of additional sick bank leave.

5. In the event state legislation is enacted providing for the use of accumulated sick leave toward a final year salary increase, retirement award or any other such purpose, the Board and the Association agree that they shall make such further arrangements as may be necessary to protect the interests of any teacher who has accumulated sick leave and/or who would have continued to accumulate sick leave but for the modifications adopted under the agreement.

6. When a teacher is injured on the job, he/she shall be paid his/her salary while absent for that injury as determined by the Workmen's Compensation Board and will not have days deducted from his/her sick leave.

7. In the event of absence beyond seven (7) consecutive work days, the employee may be requested to submit a doctor's certificate to the Superintendent indicating his/her fitness to return to work.

8. If a pattern of frequently recurring absences emerges, the Superintendent may request that a teacher submit a doctor's statement attesting to the state of his/her health. If the pattern continues the Superintendent may require a second medical examination by a physician not employed by the district and not the personal physician of the teacher. This physician will be chosen mutually by the Association and the Superintendent. The cost of the second examination will be borne by the district.

B. Personal Business:

1. A teacher may be granted up to four (4) days leave per year accumulating to six (6) days with pay for personal business which is not covered under other leave policies and cannot be attended to outside of working hours. Leave under this provision is subject to the recommendation of the building principal and prior approval by the Superintendent, except as noted in sub-paragraph 2 below. This provision is intended to provide leaves of absence for purposes such as legal matters, family and religious needs, moving, attendance at funerals of persons not included in Article Fourteen, Section C.1, attendance at ceremonies, personal or family educational needs and other miscellaneous business or emergency needs that cannot be scheduled and/or attended to outside the school day.

The Association will be notified of denials of personal business days for the purpose of review. Should an individual prefer not to have his/her application reviewed in the event of a denial he/she may indicate that on the application form.

2. A teacher shall be entitled to take two (2) days of the four (4) days of leave per year with pay for personal business without specification and prior approval,

upon advance notice to the building principal (except when an emergency prevents such advance notice) provided that this day may not be taken during the first or last week of the school year, or on the day immediately preceding or following a vacation recess, or on a day immediately preceding or following a holiday when such a day is a single day between a holiday and a weekend.

This day is not intended for use as a personal holiday but is to be used only for personal business which cannot be conducted after school hours and the nature of which is sensitive and requires confidentiality.

3. A part-time (40%) teacher working five (5) days a week (40% of each day) would be eligible for .40 x 4 or 1.6 full-time equivalent days of leave for personal business. Since this individual works only 40% days, this translates into four (4) workdays for this person.

A part-time (40%) teacher working two (2) full days each week would be eligible for 1.6 full-time equivalent days of leave. Since this person works full days, this translates into 1.6 workdays for this individual.

C. Bereavement and Family Illness:

1. For the purpose of attending to problems arising from death or illness in the family, a teacher shall be entitled to five (5) days of leave with pay each year, accumulating to a maximum of fifteen (15) days. Time lost for death or illness in the family is deducted from the same pool of accumulated days. A teacher taking such leave shall notify his/her building principal or immediate supervisor in advance, except when an emergency prevents such advance notice.

2. Five (5) days shall be added to the total remaining days of a teachers leave under this paragraph at the beginning of each school year until fifteen (15) days are reached.

D. Religious Observance: Upon fifteen (15) days' prior notification to the Superintendent, a teacher may be entitled to three (3) days of leave with pay each year for personal religious observance on days listed by the Commissioner of Education as religious holidays. These days are intended for use when attendance at school would be incompatible with the recognized tenets of the teacher's religious and/or when the time, place or duration of religious observances in accordance with the recognized tenets of the particular religion would render such attendance impracticable. Additional information that the intended use of requested leave time will be in conformance with the provisions of this paragraph will be supplied to the Superintendent upon request.

If a Court of final jurisdiction finds the language of this provision unconstitutional, then this provision will be null and void.

E. Jury Duty: Teachers as other citizens, have the right and duty to serve as jurors. A teacher serving as a juror will receive the difference between the per diem fee paid by the Commissioner of Jurors and his/her regular salary. Teachers shall retain the travel expense reimbursement made by the Commissioner of Jurors. Teachers shall be entitled to leave with pay as necessary for appearances in legal proceeding connected with the teacher employment or with the school system, or because he/she has been subpoenaed in a legal proceeding to which he/she is not a party. A teacher taking such leave shall reimburse the school district for any fees he/she receives as a witness, excluding transportation fees and incidental expenses.

F. Selective Service Physical Examination: Teachers shall be entitled to leave with pay in order to take selective service physical examinations scheduled during school hours.

G. School Visitation:

1. Teachers may be granted leave with pay for the purpose of visiting other schools to observe methods and programs which will contribute to the professional growth of the individual and the subsequent improvement of instruction. These days shall be in addition to any planned by the administration.

Upon return from such leave, the teacher will submit a written report to his/her principal. Such report should briefly summarize the teacher's observations and the relevance of the experience to the teacher and the district. If the teacher or principal believe the report to be of value, the principal shall make the report available to all the appropriate staff members.

2. All requests for visitation days shall be submitted in writing to the building principal two (2) weeks in advance, when possible, and then forwarded to the Superintendent with the principal's recommendation within two (2) days of the submitted request. Written approval or disapproval, with reasons, will be returned to the teacher within four (4) days of the submitted request.

H. The Board of Education recognizes the value of conferences, workshops, and other improvement sessions for teachers. As such, the Board will continue to encourage and support reasonable proposals by teachers to attend such conferences.

I. Sick Leave for Part-time Employees:

1. Part-time teachers shall receive sick leave on a pro rata basis based upon the following schedule: 1st year fifteen (15) days; 2nd year twenty (20) days; 3rd year twenty-five (25) days; 4th year thirty (30) days; 5th year and thereafter thirty-five (35) days. The maximum accumulation of sick leave for part-time teachers shall be 360 days.
2. Part-time teachers employed on or after October 27, 1998 shall be granted fifteen (15) sick days per annum with a maximum accumulation of two hundred (200).

J. Definition of Family

The District recognizes that the definition of the word "family" as used in this Article may be extended beyond the practice in effect on June 30, 1993. The Superintendent has sole discretion to determine that extension. The BTA President will be notified of any denials of leaves related to this paragraph.

ARTICLE FIFTEEN - Teacher Assignments

A. Duty Assignments:

1. The parties agree that all staff members share responsibility for creating and maintaining an orderly and efficient school atmosphere. To that end, teachers may be required to handle bus duty and elementary school lunch-time playground supervision.
2. Full-time high school teachers assigned to teach fewer than twenty-five (25) periods in a regular week or fewer than twenty-five (25) periods per week on average over an academic year or over two (2) academic years (science) will be assigned additional responsibilities, bringing their total of committed periods up to twenty-five (25). These responsibilities may include providing support to students in writing, technology and math centers, academic intervention assistance, enrichment or tutorial assistance to students provided in an academic assistance center and/or on an assigned "push in" basis, or participation in student advisories, mentoring new staff members and student teachers, working on specific curriculum projects, and/or such other professional activities as may be mutually identified by the principal, coordinators, and teachers involved. Assignments may be made in periods other than lunch periods. Assignments will be made equitably among the pool of teachers available.

3. Other full-time high school teachers will be assigned to forty-five (45) periods of the above-described duty per year, which may be consecutive. Assignments of this sort for part-time teachers shall be pro-rated on the percentage of time they work.
4. At the middle school, two (2) teachers for each lunch period will take the responsibility for supervising students on the grounds and for supervising activities and games on the upper field. To assist them, student aides will be assigned during each of the lunch hours. Scheduling of teachers for this supervision duty will be done jointly by the teachers and the middle school principal. Teachers assigned morning and afternoon supervision or bus duty will not be included in those to be assigned lunch time supervision duties.
5. On days when standardized tests, State Education Department exams, etc., are administered while school remains in session, teachers may be assigned to proctor tests or to supervise areas adjacent to testing rooms, as well as to teach classes. However, such assignments will be made as equitable as possible, and in no event shall a teacher be given assignments which together exceed the amount of time he/she would normally have been assigned to work on that day.

B. Voluntary Supervisory Assignments: Teachers may volunteer for supervisory assignments for compensation according to the provisions of Article 22.J.3. If there are insufficient volunteers, teachers may be required to perform one (1) supervisory assignment per year for compensation as above. The Administration shall post a list of anticipated assignments early in the school year to allow for voluntary sign-up. The Administration will continue to solicit volunteers for those assignments not selected and/or additional unanticipated supervisory duties. Involuntary assignments will only be made to those teachers who have not signed up for voluntary duties. Advance notice for all assignments must be given and previous personal commitments will be honored.

Teachers at the Middle School who volunteer for the 7:35-8:05 am duty shall be paid for twenty (20) minutes at the rate established in Article 22.J.1. and shall not be assigned to homeroom duty.

C. Class Coverage:

1. Teachers on regular staff at the Fox Lane High School and the Middle School will be able to serve as substitutes for other absent teachers during the school day under the following conditions:
 - a. Administration will first seek qualified substitutes from the regular substitute list.

- b. When it is determined that no qualified substitute is available, the administration may assign teachers from the list of those who have volunteered to accept assignments. Teachers will be asked to indicate the periods during which they are free as well as any subject areas outside their area of assignment in which they would accept substitute assignments.
- c. Payments will be prorated at the rate of pay as established in Article 22.J.1.
- d. Each secondary teacher who voluntarily participates in the provision of class coverage shall provide one class coverage, without compensation, each year.

2. Elementary school teachers will be paid the hourly rate in accordance with Article 22.J.1. for the actual time they work when they are assigned to cover another teacher's class for thirty minutes or more. Teachers will only be eligible for this additional payment when their assignment to the class coverage results in the loss of their planning, lunch, or other free time. Reassignments from normal duties to this class coverage are not covered by this provision.

D. Additional Study: In making assignments, no teacher shall be given responsibilities which, of and by themselves, would require him/her to undertake study in order to meet additional certification requirements of the Commissioner of Education except in such instances where this shall be agreed upon by the teacher and the Superintendent, or where, due to the abolition of positions within a particular tenure area, the district is obliged to place a teacher in a position for which he or she is not certified.

E. In-service Credit:

1. A teacher may be required by the building principal to undertake in-service study in areas which are deemed essential for full implementation of the teacher assignment.

2. The number of credits, if any, for salary purposes, for in-service course attendance shall be determined by the Superintendent of Schools after consultation with the Association President and the course instructor. Any teacher who takes in-service training shall be compensated in accordance with the provisions of Article 22.A(5) or 22.B(8) of this Agreement. Any teacher required to take in-service training in accordance with paragraph 1 above, who is not entitled to additional salary credit under the salary schedule, shall be compensated for class time outside the teacher's regular hours at a rate established in Article 22 J.1.

3. The nature and schedule of in-service courses shall be announced at the beginning of each semester.

F. Preparations: In recognition of the need to meet, through careful teaching and planning, individual differences represented in any given grouping of students, assignments will be made wherever possible in a manner which keeps to a minimum the number of different subject matter areas for which preparation must be made. Every effort will be made to balance the number of preparations required of middle school foreign language teachers.

G. Notice of Assignment: Teachers shall be notified of their assignments for the coming year, including the school, the grades, the team, house assignments, all subjects they will teach, and any special or unusual assignments, as soon as practicable. In any event, this information will be made available no later than the last day of classes preceding the Memorial Day vacation as set forth in the official school calendar. In the event of a change in such assignment, the Board shall communicate this information immediately to the teacher.

When it is determined that a teacher will be assigned to more than one building, a meeting will be held with the teacher involved to discuss scheduling issues before the teacher's assignment is finalized.

Before an elementary teacher is reassigned involuntarily two consecutive years, the building principal will notify the Superintendent and the President of the Association.

Whenever practicable, the department coordinator will give the faculty of the department an opportunity to review secondary school teacher schedules for the following school year and provide feedback before those schedules are finalized.

H. Job Description: All positions listed in the recognition clause, Article 1, shall have job descriptions which will be reviewed on a regular basis. Such job descriptions shall be developed jointly by the teachers affected as well as representatives of the administration. These job descriptions shall be recommended to the Superintendent, or

his/her designee, who shall review them with the Association before accepting them.

I. Music Teacher Compensation:

1. Music teachers who participate in student performances beyond the regular day shall be compensated beyond their first five (5) performances in accordance with Article 22.J.1. of this Agreement. Rehearsals shall not be considered as performances. Music teachers who are compensated a flat rate for an ensemble that they conduct shall not have any performances by such a club counted for the purposes of this provision.
2. Elementary Music, Chorus and other similar activities as approved by the Superintendent, occurring prior to the start of the regular school day, shall be compensated at the rate of \$850.00 per year, per activity, provided that the teacher shall otherwise have been assigned a full day instructional schedule.

J. Home Base Schools: The District shall designate a “home base” school for each teacher assigned to more than one building, with the goal of having at least 50% of their assigned time at that school, and more if possible. The parties understand that this 50% goal may not be achievable in all situations. Every effort will be made to schedule shared teachers so that they can attend faculty and Association meetings in their “home base” school.

ARTICLE SIXTEEN -Teacher Aides and Student Teachers

A. Provision of Teacher Aides and Paraprofessionals: In the interest of advancing the staff and program of the schools towards the individualization of instruction, the Board agrees to provide teacher aides and paraprofessionals to work with the teachers in preparation of instructional materials and other work related to instruction. Teacher aides and paraprofessionals may relieve teachers in order to provide teachers with additional time to prepare for instructional duties, but under no circumstances should the teacher aides or paraprofessionals assume total responsibility for the instructional program of the student.

B. Teacher Aide Duties and Responsibilities: The duties and responsibilities of all teacher aides shall be determined by the building principal in consultation with his/her faculty. It is understood that the basic assignment of aides is to relieve teachers from certain duties so they may attend to more professional responsibilities.

C. Allocation of Teacher Aides and Paraprofessionals: As soon as practicable, but not later than February 1, building principals shall meet with their faculties for the purpose of determining the number of teacher aides and/or paraprofessionals to be

requested for the coming school year. The building principal shall forward these requests with his/her recommendations to the Superintendent.

D. Assignment of Teacher Aides:

1. Aides shall work under the direct supervision of the principal or teacher(s) to whom the principal delegates this responsibility. Every effort will be made to assign teacher aides only with teacher's consent, or in the case of assignment aides to a team, only with the consent of the majority of the team.

2. In all schools, whenever possible, a substitute will be hired immediately in the absence of a teacher aide or clerical personnel.

E. Student Teachers: A student teacher will be assigned to a teacher only with that teacher's consent. Any teacher agreeing to take a student teacher must be notified two (2) weeks before the start of the program. Student teachers will be assigned to tenured teachers only.

ARTICLE SEVENTEEN - Substitute Teachers

A. It is the responsibility of the administration to arrange for qualified substitute teachers and it shall make every effort to do so. In the extreme case when a substitute cannot be arranged for a special area teacher, the classroom teacher will receive compensation at the curriculum rate for the second and succeeding instances during a school year in which they are unable to use their preparation period.

B. Adequate procedures will be established to permit a teacher to notify the administration of his/her absence in sufficient time to obtain a substitute teacher at the start of the school day.

C. It shall be the responsibility of the teacher to provide adequate information, including lesson plans when appropriate and instructions to the building principal, to enable the substitute teacher to conduct the absent teacher's assignment in a professional manner.

D. Whenever possible, a substitute shall assume all the regular duties of the classroom teacher on the day of substitution.

ARTICLE EIGHTEEN - Working Conditions

A. Teaching Materials, Equipment and Supplies: Upon request, teachers shall be furnished with information regarding the placement of orders for materials, equipment

and supplies. All teaching materials, equipment and supplies that have been requisitioned by teachers, prior to May 1 and have been provided for in the approved budget, shall, if at all possible, be ordered by July 1. Instructional materials and supplies shall be readily available and accessible in sufficient quantity to teachers within the school building.

B. Classroom Keys: Keys for a teacher's classroom, cabinets and desks, when available, shall be provided to the teacher upon the opening of school and shall be returned to the building office upon the close of school at the end of the school year.

C. Custodial Assistance: Every effort will be made to provide ample custodial assistance and maintenance and to insure safe and healthful conditions in the classroom and throughout the school premises. The administration will make a timely reply to staff members who have alleged unsafe or unhealthy working conditions.

D. Classroom Clocks: There will be a good-sized, clearly visible clock in each regular classroom.

E. Teachers' Lounge: If space is available, the Board will provide a lounge and lunch area for the use of the teachers in each school.

ARTICLE NINETEEN - Class Size and Student Contact

A. Elementary School Maximum Class Size: The maximum class size as a grade level average in any elementary school shall not exceed twenty-five (25) students in grades K - 1 and twenty-eight (28) students in grades 2 - 5. These maximums ordinarily are expected to yield actual class sizes which should range between twenty and twenty-four (20-24) in grades K-1 and between twenty and twenty-six (20-26) in grades 2-5.

B. High School and Middle School Maximum Class Size: At the middle school and high school, classes shall not exceed thirty (30) students except in music and physical education at the high school, and music, physical education and unified arts at the middle school.

C. Assignment of Students:

1. The assignment of students to classes shall be effected whenever possible in a manner consonant with the best interests of each student. Teacher recommendations on such assignments should be discussed with the building principal.

2. The class size limitations set forth above shall not preclude different

groupings for specific instructional purposes. As additional facilities become available to accommodate smaller classes, the class size limitations set forth above shall be reviewed further.

D. Student Contact: Whenever the availability of personnel and facilities permit, the Board agrees to make every effort to insure that the student contact does not exceed the numbers set forth below.

Student contact is defined as the total number of students a teacher is assigned and for whom he/she has principal responsibility in a particular instructional context during a regular working week.

The Board agrees to provide additional teaching or non-teaching assistance to any department (senior high school) or teacher (middle and elementary schools) whose student contact reaches up to three percent (3%) and six percent (6%) respectively (three percent (3%) for special teachers) above contractual limits and to provide teacher assistance to any department (senior high school) or teacher (middle and elementary schools) whose student contact exceeds three percent (3%) and six percent (6%) respectively (three percent (3%) for special teachers) of the contractual limits.

Number of students for part-time teachers will be prorated according to the amount of time the teacher is assigned.

1. At the Fox Lane High School, the student load will be defined on a departmental basis. Maximum departmental load will be arrived at by multiplying the number of teachers in the department times the following number of students per teacher:

100	Home and Career Skills and Technology (formerly Industrial Arts)
125	Foreign language, Mathematics, Science, Business Education, Health, English
125	Social Studies
120	Art
200	Music
300	Physical Education

Individual student load per teacher will be determined by the teachers in each department in consultation with, and with the approval of the principal, whose approval shall not be unreasonably withheld. Under no circumstances shall the individual student load per teacher exceed six percent (6%) of the department numbers set forth above.

At the Fox Lane High School effectively meeting the students' educational needs may involve establishing reasons for, recommending, and effecting changes in the educational program. Such changes will be determined by the teachers in each department in consultation with and with the approval of the principal. The approval of the principal shall not be unreasonably withheld in the decision to effect changes in the educational program.

2. The following numbers will be used in determining the student contact in the middle school:

125 Social Studies	125 Science
150 Foreign Language	125 Mathematics
290 Unified Arts	200 Band
300 Physical Education	175 Orchestra
350 General Music Choral	125 Health
350 General Music	125 English

E. Special Services Student Contact:

1. Wherever the availability of personnel and facilities permit, the Board agrees to make every effort to insure that student contact in special services in the schools where positions actually exist does not exceed the numbers listed below. In the case of special service areas, student contact is defined as the total number of students to which such person is assigned in the course of a school year.

Elementary School

Special Service	Student Contact
Art	600
General Music	600
Physical Education	600
Psychologist	1 per 1200
Nurse	1 per 1200
Library Media Specialist	1 per 600
Speech Therapist	1 per 500
Remedial Mathematics	
Teacher	1 per 500
Remedial Reading	
Teacher	1 per 600

Elementary Coordinator 1 per 600

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Middle School

Special Service	Student Contact
Guidance Counselor	1 per 350
Psychologist	1 per 1200
Nurse	1 per 1200
Library Media Specialist	1 per 600
Speech Therapist	1 per 1500
Language Arts Consultant	1 per 1200

High School

Special Service	Student Contact
Guidance Counselor	1 per 300
Psychologist	1 per 1200
Nurse	1 per 1200
Library Media Specialist	1 per 800
Speech Therapist	1 per 1500
Language Arts Consultant	1 per 1200

2. The population differences of the various schools within the district dictate that some schools share the services of special service teachers. Unless the scope of the program dictates otherwise, a teacher whose services are shared shall not be required to perform his/her duties in more than two (2) schools.

F. Special Education

1. For each category of students the class size and/or student contact for teachers of special education shall be as required by the State Education Department.
2. Where teachers are required to write Individualized Educational Programs for the students who have been classified by the Committee on Special Education, and whose planning time is limited by their schedules and responsibilities, may request release time from the Assistant Superintendent for Special Education and Student Services. This request will not be unreasonably denied.

3. To the extent practicable, teachers shall receive the IEP's of their students at least one week before classes begin.

G. Replacement

In cases of resignation, every effort will be made to fill the position with a qualified person.

ARTICLE TWENTY -Teachers' Hours

A. 1. Elementary School Teachers' Hours

a. Three days each week, teachers' hours at the elementary level shall commence one hour before the student day begins, but not earlier than 8:00 am. A committee of BTA representatives and the building principal (and other administrators, at the principal's discretion) will decide by consensus how that time will be used for each building. If a building committee cannot reach consensus (i.e., agreement by the majority of BTA-appointed members and the majority of administrators on the committee), then the Superintendent and the BTA president will attempt to facilitate a consensus. If a consensus still cannot be reached, then the following provisions will apply:

i) One (1) morning will be directed by the building principal, which shall include, but not be limited to the following activities: faculty meetings, advisory, cross grade professional collaboration, literacy team meetings, professional study groups, IST, LRT and CST.

ii) One (1) morning will be jointly developed by the building principal and staff and used for the following activities: professional study groups, cross grade articulation, regular/special education/AIS/ELL articulation, assessment development analysis, annual goal setting, staff collaboration, and grade level planning.

iii) One (1) early morning arrival will be used by teachers limited to the following teacher directed activities: BTA meetings, staff collaboration and individual professional preparation activities.

A draft agenda of all building-wide meetings (other than Association meetings) will be shared with the teachers who will be required to attend

at least one week in advance, except when unforeseeable events make a change in agenda appropriate. The principal will consider feedback from BTA and individual teachers before the agenda is finalized.

On the fourth and fifth days each week, teachers shall be required to report ten (10) minutes before the student day begins. Other morning meetings may be scheduled on the fourth and fifth meeting day of each month as required. Occasional afternoon meetings may be scheduled by the building principal with advance notice. In the event of such scheduled meetings, compensatory time will be granted from the meeting time referred to in subsection i and ii above.

- b. Lunch Period: Each teacher shall have an unassigned period for lunch of at least forty-five (45) minutes except for early dismissal days. Except on early dismissal days, the teachers' hours shall end on student dismissal or completion of the last teaching assignment.
- c. Planning Time for Specialists: Elementary specialists shall have a minimum of two and one-half (2½) hours per week of planning time during the student day with planning time to be provided in minimum blocks of thirty minutes. Every reasonable effort will be made to provide for daily planning time of at least thirty minutes.
- d. Preparation Time:
 - i. The District will provide coverage for students to ensure that preparation time for elementary classroom teachers made available by the regularly scheduled special classes is not reduced below the level of 210 minutes each week. Teacher preparation time will be scheduled at a minimum of one (1) thirty (30) minute block of time per day.
 - ii. Elementary school schedules will continue to include routine rotations of elementary classes in the library, as per the practice that prevailed in 2009-10. For a minimum of 25 minutes per week, classroom (homeroom) teachers will not be required to remain with their class for this library instruction and/or reading selection time while their students are under the supervision of the librarian, but may instead use that time for preparation.

- e. Supervision of Special Events: In addition, during special events such as assemblies, enrichment activities or speakers, the principal shall determine when less than the full complement of classroom teachers whose classes are in attendance is needed. In such cases the principal shall establish the minimum number of teachers necessary. The teachers shall determine which of them will be responsible for supervising the event and shall ensure equitable distribution of time over the course of the year.
- f. Workday: The elementary Art, Physical Education, Music and Library teacher student contact time shall not exceed a weekly average of two hundred and forty (240) minutes per day.
- g. Workweek: The teacher work week shall not exceed 35 hours, inclusive of lunch time, meetings, bus duty, and preparation time, whether at the beginning, middle or end of the day.
- h. Staff Development: The District shall establish staff development time for each teacher consisting of one half (1/2) day per year arranged by the district and one half (1/2) day per year for planning needs jointly arranged by the grade level and/or subject area teachers in one or more buildings. The scheduling of this time shall be done in consultation with the building principal so as to provide for effective coverage of classes and adequate notice. Except when specific approval has been granted, all such work shall take place within the district.
- i. Planning Day: The District shall make available to each teacher one (1) full day (or two (2) half days) for planning, preparation and other professional needs. The scheduling of this time shall be done in consultation with the building principal so as to provide for effective coverage of classes and adequate notice. Except when specific approval has been granted, all such work shall take place within the District.
- j. Kindergarten and First Grade Student Day: The student day for an individual kindergartener or first grader will be shortened upon recommendation of the teacher and concurrence of the parent and principal.
- k. Early Release Days: Three elementary student early release days shall be scheduled during the last three (3) days of school. All teachers will be given the remainder of all three (3) days, after the students leave, as self-directed time to finish their end of the year

activities.

B. High School and Middle School Teachers' Hours

1. Workday and Workweek:

The teachers' hours at the high school and middle school shall commence five (5) minutes before the teachers home room or first teaching assignment but in no event earlier than 7:45 am at the middle school and 7:40 at the high school, and not later than 8:30 am on days of regular instruction. At the high school, each teacher shall have an unassigned period for lunch of at least thirty (30) minutes. At the middle school, the home room period will be ten (10) minutes and the lunch period thirty-five (35) minutes.

One (1) day each week teachers at the high school and middle school may be required to remain one (1) hour beyond the student day but in no event later than 3:30 pm for meetings. A committee of BTA representatives and the building principal (and other administrators, at the principal's discretion) will decide by consensus how that time will be used for each building. If a building committee cannot reach consensus (i.e., agreement by the majority of BTA-appointed members and the majority of administrators on the committee), then the Superintendent and the BTA president will attempt to facilitate a consensus. If a consensus still cannot be reached, then one meeting per month shall be made available for each of the following: a general faculty meeting; a department or team meeting; an Association meeting; and other meetings may be scheduled on the fourth or fifth meeting days each month as required by the principal. A draft agenda of all building-wide meetings (other than Association meetings) will be shared with the teachers who will be required to attend at least one week in advance, except when unforeseeable events make a change in agenda appropriate. The principal will consider feedback from BTA and individual teachers before the agenda is finalized.

Notwithstanding the foregoing, attendance by teachers at faculty meetings exceeding the aforesaid time limits may be necessary and is encouraged.

The teacher work week shall not exceed 35 hours at the middle school and 35 hours at the high school, inclusive of office hours, meetings, and unassigned (or preparation) time, whether at the beginning, middle or end of the work day. The teacher day shall

not be scheduled to end later than 3:30 pm. It is understood that the foregoing shall not increase the thirty-five (35) hour workweek for secondary teachers.

It is understood that when and if different kinds of school programs requiring more flexibility in scheduling are to be offered, the 3:30 pm time would be opened again for negotiation, and in the absence of agreement would be submitted for binding arbitration.

It is understood that any high school teacher who is not assigned a first period class will not have a homeroom assignment.

2. Office Hours: At the High School on two (2) days each week a period of 40 minutes after student dismissal (as available within the 35-hour work week) shall be made available for office hours. Each High School teacher shall post office hours for these days and shall also designate two (2) unassigned periods per week during the student day for office hours. At the middle school, on three (3) days each week, one (1) hour after student dismissal shall be made available for team or other planning, curriculum work on Thursdays or student assistance. Scheduled planning, curriculum work or office hours may be arranged by the principal in consultation with his/her faculty so that teachers shall remain for planning, curriculum work or student assistance on at least two (2) of those days and shall be available as needed on the third day.
 3. On the fifth day each week, the teachers' hours at the middle school shall end upon student dismissal.
 4. On the fourth and fifth day each week, the teachers' hours at the High School shall end upon student dismissal.
- C.
1. Continuous Duty: The scheduling of faculty responsibilities during the student day shall be determined by the building principal in consultation with his/her faculty. However, no teacher shall be assigned continuous duty in excess of three-and-one-half (3.5) hours. Notwithstanding the foregoing, on one (1) day per week at the high school, the rotating schedule of periods may require a teacher to be on duty from 7:45 am to 11:30 am.
 2. Travel Between Schools: Teachers who are assigned duties which require that they travel from one school to another shall have, in addition to reasonable travel time, a period of at least ten (10) unassigned minutes for clean-up prior to scheduled departure and

minimum of ten (10) unassigned minutes for set-up before the next formal assignment begins.

D. Leaving School Grounds: A teacher may leave the school grounds during unassigned time or after his/her last assigned duties of the day by requesting permission of his/her building principal, which permission shall not be unreasonably withheld.

E. Parent/Teacher Conferences: Attendance by teachers at parent-teacher association day and evening conferences may be necessary and is encouraged. Principals will consult with the building vice-president before calendar dates which involve teacher attendance (parent conferences, school association activities, etc.) become final.

At least two (2) Superintendent's Conference Days districtwide, one (1) in the fall and one (1) in the spring, will be used for parent conferencing. During the second Superintendent's Conference Day a districtwide meeting of up to three (3) hours may be scheduled within the teacher's day. Middle school teachers whose attendance at the districtwide meeting forces them to schedule additional parent conferences at other times shall be released from instructional responsibilities for an equivalent period to conduct these additional conferences.

Elementary teachers shall have in addition to the Superintendent's conference days, two (2) half (1/2) days in the Fall and three (3) half (1/2) days in the Spring for conferencing. Fall and Spring evening conference periods for elementary teachers shall be scheduled to commence at 6 pm and continue through 9 pm.

At the middle school, day and evening parent conferences will be held during a two-week period. Middle school teachers may also schedule parent conferences during office hours, as needed.

At the high school teachers will schedule evening conferences as needed, when requested by parents on the evening preceding the day set aside for parent conferencing. Teachers may also schedule parent conferences during office hours, as needed.

F. Parent/Teacher Conferences - Alternate Scheduling: In the event that teachers find it difficult to schedule some parents for parent conferences during normal conferencing times, the scheduling of these parents may be referred to the Principal. The Principal will attempt to schedule these parents during the normal conference times.

G. Elementary String Teachers: If elementary string teachers are assigned to come in prior to the commencement of the regular work day, they will be released a commensurate amount of time prior to the end of the same work day.

ARTICLE TWENTY-ONE - School Calendar and Teaching Year

A. School Year: The school year consists of 183 days, inclusive of three (3) Superintendent conference days, and one District-wide staff development day, plus four (4) snow days. The distribution of days in the school calendar will be jointly determined by the Association and the Board.

Any unused emergency closing days will be returned on a date or dates to be jointly determined.

If additional days are mandated by the State in order for the district to get full state aid, the Association and the Board agree to negotiate the impact of such additional days.

B. On days preceding school holidays and vacations, and on Election Day, the teacher work day ends upon student dismissal.

C. Unused Snow Days: When snow days are unused, the first unused snow day will be returned to the unit. All other unused snow days will be teaching days.

D. Make-Up Days: Make-up days will not be scheduled unless the total number of attendance days falls below the State-required minimum.

ARTICLE TWENTY-TWO -Teachers' Compensation

A. Compensation for teachers who commenced work with the District on or before June 30, 2013, and for all Teaching Assistants, Occupational Therapists, Physical Therapists, and Therapist Assistants:

1. 2020-21: There shall be no change in the 2019-20 salary schedule. However, for 2020-21 only, compensation shall be reduced by \$375, with the difference divided evenly over 19 pay periods starting with the first pay period in October.

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2. Salary Increments for Study:

a. For each approved credit hour of study at a college or university or in a Bedford Central School District approved in-service course beyond the Bachelor's degree and up to and including 70 hours beyond that

degree, the teacher shall receive a salary increment at the rate of \$47.50 for the term of the contract. For credit hours between M.A. and M.A. +70 the teacher shall receive a salary increment at the rate of \$52.50 per credit hour for the term of the contract. The foregoing shall only be granted when the teacher completes a minimum of nine (9) credits for purposes of column movement. Said increases shall commence only on September 1st and February 1st.

b. When a teacher is on the B.A. salary schedule and receives his/her M.A. degree, he/she is to be placed on the M.A. schedule and any points he/she has accrued prior to receiving the M.A. degree and which are beyond the B.A.+40 are added to his/her M.A. degree.

If it required more than 30 credits to earn a Master's degree, these additional required credits will be awarded per point salary credit.

c. i. All courses offered for salary increments must be approved in advance by the Superintendent or his/her designee. Requests for recognition of completed approved graduate study for salary increments may be submitted twice a year, on or before November 1 and on or before April 1. Increments granted in November shall be retroactive to July 1 for courses completed prior to July 1; retroactive to September 1 for courses completed prior to September 1. Those granted in April shall be retroactive to February 1 for courses completed prior to February 1. The responsibility for initiating the request and providing the verifying evidence shall rest solely with the staff member.

ii. Except when specifically approved by the Superintendent or his/her designee, salary credit will not be granted for correspondence courses; courses taught on television; courses in adult or continuing education programs; courses leading to a profession outside the field of education; courses which duplicate ones taken previously; week-end, workshop or travel courses. Approval of such courses will be based on the needs of the school district.

iii. Credit for in-district or other in-service courses will be granted when the content of those courses is consistent with the objectives of the district's staff development and in-service programs.

iv. A statement of intent to take courses for salary increment may be required to be submitted by March 1 for the following year.

3. Credit for Prior Professional Service:

In determining placement on the salary schedule for classroom teachers, full credit may be given for prior teaching service, and for non-classroom teachers for prior equivalent service.

4. Credit for Prior Military Service:

Credits up to two (2) steps on the schedule may be given to teachers who have had 20 months in the armed forces (one (1) step for each full 10-month period). No credit shall be given for fractions of 10-month period.

B. Compensation for Teachers Who Commenced Work for the District After June 30, 2013

For teachers who commenced work for the District after June 30, 2013, the following compensation system shall replace the one in place for teachers hired before that date. This provision does not apply to Registered Nurses, Teaching Assistants, Occupational or Physical Therapists, or Occupational Therapist Assistants.

1. For the 2020-21 school year, the minimum starting salary will be \$72,322 for probationers and \$66,598 for leave replacements. These numbers will be prorated for part-timers. These minima will increase by 1% each year thereafter.
2. Each year, employees will receive a 1.75% increase, subject to the Triborough Law. However, for 2020-21 only, compensation shall be reduced by \$375 for unit members who were on payroll on May 27, 2020, with the difference divided evenly over 19 pay periods starting with the first pay period in October.
3. Upon receiving tenure, salary will be increased by \$4000.
4. The year after an employee is eligible for tenure, and every fourth year thereafter (i.e., for an employee hired after June 30, 2015 without Jarema credit or prior tenure elsewhere, Years 5, 9, 13, 17, 21, etc.), an additional 1% salary increase will be available ("Gateway Increase"), conditioned upon the employee's demonstration in the immediately preceding year of appropriate progress in demonstrated learning and performance, measured to the extent practicable by objective means. The objective measures will align with (i) district and state teaching standards, district curriculum, district initiatives (e.g. new technology, literacy focus, or other); (ii) school

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goals and initiatives; and (iii) teacher-selected pathways for professional and career growth as determined in conjunction with Professional Development Stipends (Article 11(F)). Gateway Increases will also depend on renewed demonstration of professional reflective practice (for example: reflection questions similar to those used for teachers pursuing tenure, statement of educational philosophy, portfolio of student and professional work, etc.) Gateway Increases will be subject to the Triborough Law.

When a teacher's service is not satisfactory, the Board, upon the recommendation of the Superintendent, may prevent a teacher from advancing to the next year in the four-year cycle, so that eligibility for the next Gateway Increase will be postponed by one year.

5. The standards for measuring eligibility to receive Gateway Increases will be subject to collective bargaining, except that the criterion for moving beyond probation shall remain the District's tenure decision, as it existed in 2013. In the event of an impasse over the standards, the District and BTA will each propose a detailed, comprehensive system, and submit their proposals to an impartial arbitrator to be selected by the parties. The arbitrator will only have the power to accept the proposal of one side or the other in its entirety, and will have no power to award any other system or to combine elements of each proposal.
6. Teachers who meet the criteria for receiving a Gateway Increase one year early shall receive the increase one year early, so that it will be possible (but not expected, easy, or usual) for teachers to receive Gateway Increases as often as once every three years instead of once every four years.
7. Teachers who meet the criteria for receiving a Gateway Increase after the expected year will receive the increase at that time, and the four-year cycle will be reset at that point, subject to 6 above.
8. Teachers may propose clusters of coursework adding up to 15 in-service or graduate credits for which they may receive a salary increase of \$1500 upon successful completion. The clusters shall align with the individual teacher's professional development plan and must be approved by the District. Courses for which teachers receive professional development stipends shall not count toward the 15 credits.

C. Granting of Increments:

Increments under the salary schedules are not automatic. They are awarded for satisfactory service. Where such service is not satisfactory, the increment may be withheld by the Board upon recommendation of the

Superintendent. Any teachers who are denied increment or and who are also involuntarily transferred will, at the beginning of the second year after such denial, be paid as if they had not been denied.

D. Career Differentials:

Beginning in the 11th year of uninterrupted service with the Bedford Central School District, teachers may be eligible for a career differential as shown below, dependent on their years of service in the profession. These differentials are paid as part of the teacher’s regular salary, beginning with the school year in which the eligible teacher completes his/her 18th year of service in the profession (or such subsequent year of service in the profession that coincides with the teacher’s 11th year of uninterrupted service with the Bedford CSD), and continuing all subsequent years. Approved leave of absence (Article Twelve) and layoff (Article Nine I) from Bedford CSD shall not constitute an “interruption” in service, but “years of service” will not accrue during leave of absence or layoff.

Years in the Profession	18	22	25
Career Differential	\$1,650	\$3,300	\$4,950

“22” and “25” refer to the school years in which the teacher completes his/her 22nd or 25th years of service in the profession, respectively, and subsequent years. The differentials in the chart show the full differential paid to teachers at that level; i.e., a teacher receiving the \$3300 differential does not also receive the \$1650 differential. For the purposes of this Paragraph, “in the profession” refers only to work for which a state certification is required. “Teachers” refers to all those who are compensated according to the teachers’ salary schedule.

E. Differentials

1. Support Staff, Chairpersons and Coordinators: At the discretion of the Board of Education a differential between \$300.00 and \$1000.00 as determined by the Board may be added to the salary called for by the salary schedule for full time teachers assigned the following responsibilities: psychologist; department chairman or coordinator; social worker; academic chair holder; speech consultant; audio-visual coordinator; coordinator of instrumental music; coordinator of the gifted program; chairperson of the Committee on Special Education.
2. Guidance Counselors: A differential of five percent (5%) of the salary called for by the salary schedule will be added to the teacher's salary for full-time teachers assigned as high school and middle school guidance counselors.

3. Department Coordinators (6-12): Fifty percent (50%) of each Department Coordinator's work day shall consist of instructional activities. Each Coordinator will be assigned to at least two (2) courses each semester and one of the following instructional activities:

- Semester Course
- Alternate day Academic Intervention Services ("AIS") for the full year
- One semester of AIS each day
- Push-in team teacher each day for a semester
- Other activities mutually agreed to by the Coordinator and the Superintendent.

The rate of stipend for assignment as a Department Coordinator shall be 9.5% of base wages.

Each Coordinator shall work three (3) days during the summer without additional compensation. Administration may assign coordinators up to fourteen (14) added days of summer work at the coordinator's per diem rate of pay.

4. Middle School Unified Arts Coordinators: A differential of one percent (1%) of the salary plus \$1,000 will be added to the teacher's salary for service as a full-time Middle School Unified Arts Coordinator.
5. Dean of Students: Teachers appointed to the position of Dean of Students will be released from teaching two (2) periods per day and will be paid a stipend of five percent (5%) of their yearly salary plus \$1000 for the additional duties.
6. Elementary Coordinators: Elementary Coordinators will be paid a differential of 5% of their salary for duties and responsibilities which include five (5) additional days of work during the summer. The dates will be mutually agreed upon by the language arts consultants and the principal. Teachers who receive the EC stipend shall receive no additional stipend for being assigned as "teacher in charge."
7. Doctorates: A differential of \$300 will be added to the teacher's salary for teachers receiving compensation for a Doctorate.
8. Middle School Case Managers: A differential equal to sixty-five percent (65%) of the guidance counselor differential set forth in Paragraph 2 will be added to the teacher's salary for full-time teachers assigned as middle

Commented [KR10]: January 2020 MOA

school case managers.

9. Response to Intervention: Teachers who have been designated to be team members of RTI committees with substantial duties outside the regular school day and who have at least one full year's experience and training in that role will be paid a stipend of \$1500.
10. Speech Therapists: Speech therapists who maintain ASHA certification will receive a stipend of \$225 per year.

F. Part-time Teacher Compensation: Part-time teachers shall receive a salary equivalent to that fraction of the full-time load they work.

G. Extracurricular and Athletic Activities:

1. Extracurricular Positions and Salaries

a. Extracurricular positions are not mandated by their appearance in this Agreement. If the positions listed are filled, they will be compensated as follows:

Middle School Extracurricular Club Advisor Stipends

Art Club		1448
Advanced Art Club		1448
Autism Speaks		1448
C.A.T.C.H. Club		1448
Chess Club		1448
Clay Club 1		1448
Clay Club 2		1448
Honors Art		1448
Lego Robotics Club		1448
Literary Society		1448
Math Counts		1649
Model Congress		1448
Newspaper Club	each @	1037
One Earth		1448
Pride in Purple		1448
Rock Ensemble	each @	1448
Science Explorers		1037
Science Olympiad	each @	682
Science Showcase	each @	1190
Spanish Club	each @	1448
Student Government	each @	1448
Yearbook		1528

High School Extracurricular Club Advisor Stipends

A Cappella/Commoners		1448
African American Heritage Club		1448
Academic Challengers		2495
AFS (International Club)		2021
Anime Club		1448
Art Club		1448
Autism Speaks		1448
AVID Club		1448
Bridges to Community		1448
Business Club/FBLA		1448
C.O.R.E./Wellness		1448
Chess Club		1448
Computer Science Club		1448
Class Advisors	each @	2636
Computer Science Club		1448
Cooking Club		1448
Creative Writing Club		1448
Cup Cake Club		1448
Fashion and Design Club		1448
Film Club		1448
Fire and Ice		1448
First Responders		1448
Fox Lane Climbers		1448
FLHS Connections Club		1448
Fox Lane Model Congress		1448
Fox Lane Players		2848
Fox Lane Players Asst.		1448
Fox Lane Times		1721
French Club		1448
Gay Straight Alliance (GSA)		1448
Girls Inc. Club		1448
Habitat for Humanity		1448
Hand in Hand		1448
Hillside Student Activity Club		1448
Hip Hop Club/Starrz Dance Group		1448
Human Rights Activists Club		1448
Interact Club		1448
Intercambio		1448
International Dance Club		1448
Italian Club		1448
Language Club		1448

Latin Club	1448
Leos Club	1553
Math Research Club	1448
Mathletes	1649
MSAN	1448
Mock Trial	1448
National Art Honor	1448
National Honor Society	1448
Operation Smile	1448
Orientation Guides	1792
Pac/Principal's Advisory	0
Ping-Pong Club	1448
Photography Club	1448
POP Club	1448
Power Lifting Club	1448
Relay for Life	1448
Robotics	1448
Ropes	1448
Safe Rides	1448
Science Olympiad	3644
Science Research Club	3644
Sign Language Club	1448
Socratic Debate Club	1448
Spanish Club	1448
Step Club	1448
Student Athletics Committee	0
Student Government/Senate	2656
Student Government/Union	2656
Tea Club	1448
The Fox Lane High School JAM Club	1448
The National Art Society	1448
The National Honor Society	1448
TSTT (Today's Students Tomorrow's Teachers	1448
Ultimate Frisbee	1448
U.N.I.T.E. Club	1448
Whiffle Ball	1494
World Society for Protection of Animals	1448
Yearbook	2 @ 4241
Young Democrats Club	1448
Young Republicans Club	1448
Youth in Action	1500

b. A thirty-five dollar (\$35.00) longevity differential shall be added to the compensation rate of any teacher for each year of experience in an

activity if that teacher has supervised the same activities for two (2) or more years. The calculation of this differential shall include service rendered from July 1, 1988 and thereafter.

2. Coaching Positions and Salaries:

No physical education instructor shall be required to assume any responsibilities listed below as part of his/her assignment without compensation. All responsibilities assumed by either physical education instructors or nonphysical education instructors shall be compensated at the rate indicated below. A varsity coach coaching junior varsity as well as varsity levels will receive fifty percent (50%) of the junior varsity salary in addition to his/her varsity salary.

MEN'S INTERSCHOLASTIC ATHLETICS

	<u>Coaching Stipend Per Year</u>
FALL	
Cross Country	6448
Football Varsity	9223
Football Assistant (Mod./JV/Assts.)	5792
Soccer Varsity	6448
Soccer Assistant	5306
Soccer J.V.	5306
Soccer Modified	4170
WINTER	
Basketball Varsity	7694
Basketball J.V.	5306
Basketball Modified	4457
Gymnastics Varsity	6448
Gymnastics Assistant	2910
Ice Hockey Varsity	6448
Ice Hockey Assistant	5306
Skiing Varsity	5306
Skiing Assistant	3029
Swimming	6448
Swimming/Dive Assistant	3724
Track Varsity	6448
Track Assistant	4549
Wrestling Varsity	7694
Wrestling J.V.	5687
Wrestling Modified	4457
SPRING	
Baseball Varsity	6441
Baseball J.V.	5306
Baseball Modified	4169
Lacrosse Varsity	6448
Lacrosse Assistant	4170
Lacrosse J.V.	5306
Lacrosse Modified	4170

Tennis	4549
Track Varsity	7087
Track Assistant	4549

WOMEN'S INTERSCHOLASTIC ATHLETICS

FALL

Cheerleading Varsity	4393
Cheerleading Assistant	3040
Cheerleading JV	3777
Cross Country	6448
Field Hockey Varsity	6448
Field Hockey Assistant	4170
Field Hockey J.V.	5306
Field Hockey Modified	4170
Pep Squad	3040
Soccer Varsity	6448
Soccer Assistant	5306
Soccer J.V.	5306
Soccer Modified	4170
Swimming Varsity	5306
Swimming Assistant	3724
Volleyball Varsity	6448
Volleyball J.V.	5306
Volleyball Modified	4170

MULTI SEASONS - FALL & WINTER

Dance	4100
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WINTER

Basketball Varsity	7694
Basketball J.V.	5306
Basketball Modified	4457
Gymnastics Varsity	6448
Gymnastics Assistant	3724

SPRING

Cheerleading Varsity	4393
Cheerleading Assistant	3040
Cheerleading JV	3777
Lacrosse Varsity	6448
Lacrosse Assistant	4170
Lacrosse J.V.	5306
Lacrosse Modified	4170
Softball Varsity	6448
Softball J.V.	5306
Softball Modified	4169
Tennis	4549
Track	7087

CO-EDUCATIONAL INTERSCHOLASTIC ATHLETICS

Bowling	4170
Cross Country Modified	4170
Golf	4007
Special Olympics Asst. Coach	5444
Special Olympics Head Coach	6560
Track Modified	4170

INTRAMURALS

Fall High School	986
Fall Middle School	1514
Fall Elementary	986
Winter High School	1743
Winter Middle School	2506
Winter Elementary	1743
Spring High School	986
Spring Middle School	1514
Spring Elementary	986
All Year High School - Weight Room/Martial Arts	4249

3. New Activities: When a new extracurricular club or interscholastic sport is initiated, it will be evaluated during that initial year. If the continuation of the activity is recommended by the principal and approved by the Superintendent, the advisor or coach will be compensated for the activity in the next year. The rate of compensation will be negotiated between the Board and the Association.

4. Monitoring of Programs: Monitoring the quality of the programs is important. A plan to accomplish this shall be developed and subsequently implemented. Such plan will be discussed with the BTA prior to implementation. The plan will include having a written description of the way each activity is to function, including the anticipated numbers of meetings; the number of students involved; the kinds of activities to be carried out; a job description for the person acting as advisor; a procedure for evaluating the success of the activity according to yearly plans drawn by the sponsor and approved by the principal.

5. Longevity Differentials for Coaches: A \$35 longevity differential shall be added to the compensation rate of any teacher for each year of coaching experience if he/she has coached two (2) or more years in the same sport. Calculation of this differential shall include service rendered

prior to July 1, 1987 and thereafter.

6. Additional Coaching Differentials: \$100 in additional compensation will be paid to teachers whose teams go into sectional competition. This \$100 additional compensation further applies to teachers whose students have been chosen by the New York State Music Association to participate on state and national levels. When a coach's team advances to statewide competition, the coach will be paid an additional \$100 per day of coaching work, up to a maximum of \$1000.

H. Proration of Salary

1. For the purpose of prorating the salary of teachers for an unexcused absence, the monthly rate of services rendered shall be one-tenth of the salary and the daily rate 1/200th of the salary.

2. Compensation for teachers employed in the evening high school, or other teaching activities beyond the regular week or year, or specialists employed to perform their duties at such times, will be prorated on the basis of the salary schedule taking effect July 1 of each year of this contract, at the rate of 1/200th of the teacher's salary for six (6) hours (one (1) day's work), 1/400th of the teacher's salary for three (3) hours (1 /2 day's work), or 1/800th of the teacher's salary for one-and-one-half (1.5) hours (1/4 day's work).

3. Summer school teachers shall receive compensation of 1/1200th of their previous year's regular teaching salary for all approved summer school classes taught in addition to any approved preparation time.

I. Salary Payment

Teachers' salaries will be paid every other Friday. When this falls on a date when school is not in session, salaries will be paid on the nearest preceding school day, unless this would necessitate the making of two (2) payments within one (1) full calendar week in which case the pay checks will be available at the school or mailed to the teacher on a regular pay day. Summer paychecks for those teachers on the twenty-six paycheck schedule will be paid out on the last regularly scheduled payday of the school year.

J. Rates of Payment - Other

1. Hourly and Per Assignment:

Hourly	Per Assignment
\$50.69	\$101.39

2. Adult School: Adult school employees shall be paid the hourly rate in accordance with Article 22.J.1.

3. Voluntary Supervisory Assignments: Teachers who volunteer for supervisory assignments as outlined in Article 15.B. will be paid the “per assignment” rate in accordance with Article 22.J.1.

4. Elementary Performances: Elementary teachers, except for teachers of the performing arts, who undertake productions for which after school preparation and performance time is required, will be paid at the per assignment rate for each rehearsal in accordance with Article 22.J.1. Prior to the productions the amount of time must be agreed to, in writing, by the teachers and principal involved and approved by the Superintendent.

5. Home-Bound Instruction: Teachers who accept home-bound tutoring assignments in accordance with Article 5 of this Agreement will be paid at the hourly rate of \$75.

6. Summer/Vacation Period: Teachers employed to work on curriculum, participate in workshops, planning sessions or other non-teaching assignments during the summer or in vacation periods, and specialists participating in such activities, will be paid the hourly rate in accordance with Article 22.J.1.

7. Science Teachers: It is the goal of the District to provide a schedule for high school science teachers of not more than 25 periods per week on average over the academic year. If this goal cannot be met within one academic year, the average of 25 classes per week shall be met over a two-year period. If due to unique circumstances this cannot be accomplished, any classes over 25 will be compensated at the rate of 1/1000th of the yearly salary per hour for each class scheduled in excess of 25. The amount will be prorated for the actual amount of time with payment being made at the outset of the second semester of the second year.

Any teacher who in the first year of a two-year averaging period has a teaching schedule with over 25 periods and is not employed by the

District for the following year, will be compensated at the above rate by June 30 of the first year.

8. In-service Teaching: Teachers who teach in-service courses will be paid for that teaching at the rate of 1/1200th of their annual salary for each hour of teaching.

9. Teacher in Charge: A member of the bargaining unit designated as "in charge" in the absence of the building principal shall be paid a \$1,000 annual stipend. This provision is subject to Article 22(E)(6).

10. Translation and Interpretation Services: Translation and interpretation outside of the classroom are not part of a teacher's regular responsibilities. However, in unanticipated or emergency situations, the school principal or designee may authorize a teacher to provide these services. All requests for translation and interpretation shall be made to the building principal or designee.

When a principal or designee authorizes a teacher to provide translation and interpretation services, that teacher shall be compensated at the rate in 22.J.1.

11. Overnight Trips: Teachers that accompany students on overnight trips shall receive a sixty dollar (\$60) stipend for each night of stay.

12. High School Drama positions shall be compensated as indicated below. *Other* required positions not listed shall be compensated upon approval of the Superintendent or his/her designee at the rate as indicated.

High School Drama

Director	3930
Costume Designer	736
Design & Set Construction	736
Other (Promo/Pub/Program)	614
Other (Front of House/Tickets)	614

13. High School Musical positions shall be compensated as indicated below. *Other* required positions not listed shall be compensated upon approval of the Superintendent or his/her designee at the rate as indicated.

High School Musical

Director	4544
Musical Director	3684
Choreographer	2200
Costume Designer	1228
Design & Set Construction	1228
Other (Producer/Program)	614
Other (Front of House)	614

14. Middle School Musical positions shall be compensated as indicated below. *Other* required positions not listed shall be compensated upon approval of the Superintendent or his/her designee at the rate as indicated.

Middle School Musical

Director	3684
Musical Director	3684
Producer	1553
Choreographer	2200
Costume Director	921
Design & Set Construction	1228
Other (Scenic Painter)	614

15. Middle School Cabaret positions shall be compensated as indicated below.

Middle School Cabaret

Director	\$1500
Vocal Director	\$1500
Choreographer	\$750
Producer/Publicity	\$750
Music Director	\$750
Stage Manager	\$750

16. Music performance advisors shall be compensated as indicated below.

Middle School Music Performance Group Advisor Stipends

Bel Canto Singers		1448
Guitar Ensemble	2@	1448
Honors Choir		1448

Jazz Ensemble	3243
Pizzazz	1448
Sinfonetta	1448
Symphonic Winds	1448

High School Music Performance Group Advisor Stipends

Chamber Choir	3243
Instrumental Coaching	1448
Commoners a Capella	1448
Jazz Ensemble	3243
Music Club	1448
Pep Band	1743
Rock Ensemble	each @ 1448
Sinfonia Chamber Orchestra	3243
Vocal Coaches	1932
Wind Ensemble	1402

K. Mentorship Program Stipend:

1. Teachers participating in the District Supervision/Evaluation mentorship program in year one shall be granted two (2) in-service credits and shall thereafter be eligible to receive stipends in years two and three. This clause shall be applicable solely to those teachers participating as mentors, including teachers who have reached maximum salary credit. These teachers shall be eligible to receive salary credit upon completion of the mentorship course in the first year of participation in the mentorship program, notwithstanding any other provision of this contract to the contrary.
2. A participating teacher shall receive a \$1000 stipend without in-service credit for the second year of service.
3. A participating teacher shall receive a \$1500 stipend without in-service credit for the third year of service.

ARTICLE TWENTY-THREE - Retirement Award

A teacher who gives notice of retirement to the Superintendent no later than May 1 of the school year prior to the last year before retirement, shall be paid during his/her last year before retirement, in addition to and as part of his/her regular salary, an amount equal to one percent (1%) of his/her final year's salary for each

year he/she has served in the school district, provided such teacher will have served at least ten (10) years in the district. Teachers who give notice by the Friday before the February break or by February 15, whichever is later, of their final year will receive the award by December 31 of the school year following their retirement. Teachers who give later notice will receive their award by June 30 of the school year following their retirement. The salary to be used in determining the amount of the retirement award will include any career differential paid to the retiring teacher in his/her last year before retirement.

For purposes of this Article, part-time service shall be pro-rated, so that if a teacher worked part-time in a year other than his/her final year, that year will count as a partial year of service.

A teacher who has not achieved age 55, but has served twenty-five (25) years in the school district, and submits a notice of retirement from public education in New York State shall receive this award as stipulated in the previous paragraph.

A teacher who resigns for the purpose of retirement at any time other than the end of the regular school year shall not be eligible for the provisions of this Article except in the case of emergency such as impending death or other major family upheaval. Under extraordinary circumstances, the Board may, in its sole discretion, waive this requirement.

ARTICLE TWENTY-FOUR - Insurance Protection

- A. 1. Health: The self-insured health benefit program includes hospitalization, major medical and prescription drug coverage for all teachers, retirees, and regularly appointed teachers who have been laid off as provided in Article 9(I)(5) of this contract. The Board will continue to provide benefits under the self-insured health program equal to or greater than those described in a certain Master Plan, and as described in the Plan Book for the Bedford Central Schools Health Benefit Plan.

If the District wants to move to an insured health insurance system, or a consortium, then a joint committee will be formed with equal numbers of members chosen by the Superintendent and the Bedford Teachers Association. The committee will investigate how the contemplated change would affect BTA members. If a majority of the committee agrees that there would be no substantial harm to BTA members, then BTA will not withhold its consent to the change.

2. Full-time teachers will contribute 17% of the total premiums to participate in the health insurance plan for family or individual coverage.

Part-time teachers who participate in the health insurance plan will contribute towards the premium on a pro-rated basis calculated according to the formula:

$$(P \times \text{FTE}) + (1-\text{FTE}),$$

where P is the percentage of the full premium paid by full-timers, and FTE is the percentage of a full-timer's schedule that the teacher works. For example, if full-time teachers pay 15% of the cost of health insurance premiums, a 0.6 FTE must pay 49% of the cost of health insurance premiums:

$$(0.15 \times 0.6) + (1 - 0.6) = 9\% + 40\% = 49\%.$$

However, all part-time teachers hired before June 30, 1993 who are appointed to work more than 0.5 FTE shall contribute the same contributions as full-time teachers.

3. Full-time teachers hired prior to June 30, 1993 and involuntarily reduced to part-time shall be treated as full-time employees with regards to health insurance unless they are below 51%, in which case they will be treated as part-time employees.
4. The District shall pay all costs for health insurance (i.e., the self-insured health benefit program as integrated with the standard cost of Medicare Part B) for any teacher hired before July 1, 2010 and employed by the District for a period of five (5) or more years, who retires from the New York State Teachers Retirement System. Commencing in 2022, the five-year period stated above shall be increased to ten years.

Teachers who were hired on or after July 1, 2010 who retire from the New York State Teachers Retirement System and who have been employed by the District for a period of five (5) or more years shall be eligible for health insurance as well, but they must pay the same percentage of premiums as they paid in their last year of active employment until they become eligible for Medicare, at which point their contributions will cease. Commencing in 2022, the five-year period stated above shall be increased to ten years.

The District will reimburse retirees for all Medicare Part B premiums except those that are incurred because of the retiree's income level; provided, that the District will reimburse retirees for the additional

premium charged by Medicare Part B for the lowest level of income-based surcharge. For example, in 2017, the District will pay for all Medicare Part B premiums charged to married retirees filing jointly whose modified adjusted gross income is up to \$214,000 per year.

The health insurance coverage of retired part-timers shall be pro-rated.

5. All those eligible under the paragraph above may elect to join the health maintenance program offered by the District, as required by law. The Board shall assume the premium equal to but not greater than the premium equivalent for the self-insured health plan.

B. Health Insurance for Vested Retirees:

Teachers who meet the following criteria shall be permitted at their own cost and expense to continue to participate in the District's health care plan, on an individual or family basis, at a charge equal to 103% of the premium equivalent:

- Teachers who voluntarily terminate their services within five (5) years of the date of retirement under the New York State Teachers Retirement System, or who are excessed due to the abolition of their position; and,
- Have served the District for at least ten (10) years; and,
- Have vested rights for purposes of retirement under the New York State Teachers Retirement System.

Coverage under this paragraph shall be continuous from the date of voluntary termination in the type of coverage elected at the time of termination, i.e., individual or family coverage. Upon reaching first eligibility for regular service retirement, the District shall after retirement contribute premium payments for the then-retired teacher, equal to that provided to actively employed teachers.

C. Health Advocate: The Board will contract, at its own cost, with a service to help unit members navigate the health insurance plan, at a cost of no more than \$20 per covered employee per year.

D. Benefits for Adoption: The Board agrees to provide payment equivalent to that afforded for normal delivery in childbirth by the existing medical plan to any teacher upon completion of legal adoption of a child for costs related to that adoption procedure.

E. Dental: The Board will provide dental insurance for all eligible teachers, their

spouses and children with benefits equal to or greater than those provided on June 30, 1993. The Board will assume the full cost of the premium. The effective date of this annual plan is July 1 of the given year, which is the anniversary of the original dental policy.

Dental insurance will not be provided to any part-time employees. Part-time employees shall have the option to purchase dental insurance at the district rate.

The deductible and co-insurance amounts shall remain the same during the term of this agreement. The calendar year (January 1 to December 31) maximum shall be \$2,000. During their lifetime, unit members (or dependent) are permitted a one-time annual payment for orthodontic services in the amount of \$500, subsumed within the calendar maximum applicable during the year the orthodontic treatment is given. Two payments for orthodontic services of up to \$500 will be permitted during each of two separate years of a unit member's lifetime, subsumed within the calendar (January 1 to December 31) maximum applicable during the year the orthodontic treatment is given.

F. Vision: The Board will provide a basic coverage vision plan for active full-time teachers, their spouses, and eligible dependents. The Board will assume the full cost of the premium. Part-time employees shall have the option to purchase vision insurance at the District rate.

G. Life: The Board will provide each teacher eligible for coverage the option of selecting one (1) of the following insurance plans.

1. Life insurance with a principal amount to the nearest \$100 of the teacher's annual salary. The premium for such insurance shall be shared by the Board and the teacher, with the Board contributing ninety percent (90%) of the premium and the teacher contributing ten percent (10%) of the premium.

2. Life insurance with a principal amount of \$5,000. The premium for such insurance shall be paid in full by the Board.

3. Part-time teachers may elect under the District's life insurance program to be covered in an amount equal to the nearest \$100 of the teacher's annual salary. A teacher on leave may elect such coverage on a similar basis in an amount equal to the nearest \$100 of the annual salary at the time the teacher commenced leave except that such coverage for a teacher on leave may not extend for a period beyond one year. Premiums at the District's group rate will be fully paid by the teacher electing to participate on this basis. The premium shall be paid to the District in quarterly installments, 30 days prior to the beginning of the quarter.

H. Disability: The Board will provide disability insurance for all eligible teachers as presently provided. The Board will assume the full cost of the premium.

I. Death: The Board agrees to pay an additional two months' salary to the family of any teacher who dies in service.

J. Deceased Unit Members: The District agrees to provide health insurance coverage at no cost to the surviving spouse or dependent of a teacher who dies during active employment. For those unit members who have worked for the District for more than ten (10) years, coverage will be provided for the three (3) years next following the unit member's death. For those unit members who have worked for the District for ten (10) years or less, coverage will be provided for the two (2) years next following the unit member's death. Following completion of the coverage period, the spouse or eligible dependents' of said individual may elect to continue to participate in the District's health care plan. Premiums will be paid by those electing to participate at the group rate in effect for the District health care plan.

K. Dental for Teachers on Leave and Part-time Teachers: Part-time teachers and teachers on leave may elect to participate in the District dental program. A teacher on leave must elect such coverage at the commencement of the leave. Premiums for individual or family coverage at the District group rate will be fully paid by the teacher electing to participate on this basis. The premium shall be paid to the District in quarterly installments 30 days prior to the beginning of the quarter.

L. Waiver of Coverage: Teachers who had health and/or dental insurance coverage(s) through another source prior to July 1, 2002 may opt to waive coverage(s) under the District policy(ies) for a full year by completing the appropriate form furnished by the District. The Board will pay these teachers an amount equal to fifty percent (50%) of the premiums that would have been expended on their behalf. Teachers electing to waive their coverage(s) must do so by February 1 with the provisions of this section taking effect on July 1. Payment to the teacher shall begin with the first half payment in November and a second payment in March. These payments shall be made separately from the employees' regular paychecks. Full coverage(s) may be reinstated by notifying the District in writing no later than April 1 for the succeeding year.

Full-time teachers and those part-time teachers who were hired prior to June 30, 1993 who were receiving the waiver of insurance as described in this paragraph "L" on July 1, 2002 may continue to receive such waiver. Said persons may continue to receive the waiver for the term of their employment at the same amount they were receiving on July 1, 2002, or one half of 103% of their premium equivalent paid for by the school district in the future, whichever is less; however, said sum shall not exceed the sum of \$5,000.00.

Full time teachers who were not receiving the waiver of insurance as described in this paragraph "L" on July 1, 2002, are not eligible for said waiver.

Part-time teachers hired after June 30, 1993 are not eligible for the waiver as described in this paragraph.

Reinstatement shall take place on September 1. In the event of an emergency the previously stated deadlines will be waived to the extent that a conflict with the requirements of the insurance company that issues the policy is not created.

M. Benefit Fund: The Association has the right to reopen negotiations on the establishment of a benefit fund. It is understood that the cost to the Board shall not exceed the cost of providing current benefits in the year(s) that the benefit fund would operate.

N. Domestic Partners: Same-sex domestic partners, like opposite-sex domestic partners, will be eligible for fringe benefits only if they are married or live in a state where same-sex couples are not permitted to marry.

ARTICLE TWENTY-FIVE - Association Rights

A. No-reprisal: No teacher shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its activities. The Association recognizes that the Board is not permitted to discriminate against any teacher because of his/her non-membership in the Association.

B. Office Space: Where facilities reasonably can be made available, the Board shall provide a suitable room in the building in which the President of the Association teaches for the use of the Association as an office. When this room is not available where the President teaches, appropriate space will be provided elsewhere. Such room shall be provided with a telephone with the extension number listed under the name of the Association. The Association shall reimburse the Board for its telephone expenses.

C. Use of District Facilities and Materials: The Association has the right to use school buildings and facilities for meetings at reasonable times upon advance notice when such use does not conflict with other scheduled programs, provided that when special custodial services are required, the Association will pay the reasonable cost thereof. The Association may utilize school equipment for Bedford Teachers' Association business on the premises, such as typewriters, duplicators, etc., without charge except for the cost of materials.

D. President's Release Time: Before the beginning of the school year, the Superintendent, the Association President and the Principal of the school in which the President teaches will meet to seek joint agreement on release time for the President of the Association. The goal shall be to provide no more than three (3) periods of teaching

responsibilities for Middle School or High School or equivalent for Elementary school teachers. Continuity of the educational program is the goal.

E. Building Vice Presidents:

1. The Association shall select a Building Vice-president for each school building who shall meet with the Principal as often as the Principal and the Building Vice-president mutually determine during the school year to review and discuss local school problems and practices.

When the Principal and building Vice-president agree that a problem exists, they shall form a joint committee comprised of an equal number of members selected by each to investigate the problem and recommend solutions.

2. The building Vice-president shall have the right to schedule Association meetings in the school buildings, provided such meetings do not conflict with the school program.

3. Whenever possible and reasonable, and to the extent it is not inconsistent with the instructional program, the building Vice-president's schedule may be arranged in a manner convenient to the performance of his/her functions.

F. Superintendent/President Meeting: A time period of at least one (1) hour per week during school hours will be set aside by the Superintendent and the President of the Association to meet and discuss problems and practices of the school system and other matters of mutual interest. This time may be suspended only by mutual consent.

G. Meetings: At least one (1) meeting day each month, usually the third Thursday, shall be reserved for Association meetings, and no member of the Association shall be required to attend any other after school activity on those days unless the Association has waived its right to hold a meeting on that afternoon.

H. Use of Mail Boxes and Bulletin Boards:

1. The Association may use the district mail service and teacher mail boxes for communication to teachers.
2. At least one (1) bulletin board reserved for Association notices shall be provided in the faculty room or other room not generally open to students and the public in each school building.

3. Upon prior arrangement with the building principal, announcements of Association meetings and activities may be listed in school activity bulletins, and during the time normally reserved for announcements the public address system may be used for announcing the date, time and place of meetings.

I. Participation in Faculty/District Meetings:

1. Association building Vice-presidents shall, upon advance notice to the Principal, have the right to make a presentation on Association business or other matters of concern to teachers at the conclusion of faculty meetings.
2. The President of the Association, upon advance notice to the Superintendent, shall be granted a maximum of one (1) hour to present Association matters as part of the orientation program for new teachers at the beginning of the school year, and a maximum of one-and-one-half (1.5) hours to present such matters to all teachers at the general staff orientation meeting, if held.

J. Access to Board Meetings:

1. The Board shall provide the President of the Association and each building Vice-president with a copy of the Agenda for its meeting at least three (3) days in advance of such meetings.
2. The Board shall provide the President of the Association and each building Vice-president with a copy of the minutes of its meeting as soon as they are available.
3. The Board shall provide the Association, upon request, with copies of any non-confidential school district documents which reasonably can be made available or, if not, shall make the original documents available for inspection and photocopying. The documents referred to herein shall include, but not be limited to, the annual audited financial report of the district and a list of all teachers employed by the district and their salary steps, Board budgets and budget proposals, Treasurer's and Clerk's reports and enrollment reports.
4. The Board shall print a sufficient number of copies of this Agreement at its expense to distribute one (1) copy to each staff member and provide one-hundred-and-fifty (150) additional copies to the Association.
5. The Board shall furnish each teacher with a copy of the district directory. It shall designate members of the professional staff and include the name

of each member's spouse, if married.

K. Association Leaves:

1. In addition to days of compensated absence provided in Article 14 H, the Board will provide a total of eighteen (18) teacher days of compensated absence for teachers involved in Association business. The use of such days will be determined by the Association.
2. The President of the Association will notify the Superintendent whenever the days are to be taken and the purpose involved.

These days are not subject to approval. The purpose for these days must be directly related to Bedford Teachers' Association affairs and will be used off school premises during the regular school days, unless they are used in the Central Office, the Association office or other area with the prior agreement of the Superintendent.

L. Weingarten Rights

Teachers who are interviewed by administration with regard to an incident for which the interviewee may be disciplined shall be given the opportunity to have a union representative present at the interview if they so request. The rules under the "Weingarten" doctrine shall apply. As long as these rights continue to be provided under the Taylor Law, this provision shall not be subject to arbitration.

ARTICLE TWENTY-SIX - Payroll Deductions

A. Dues Deduction: The Board agrees to deduct from the salaries of teachers dues for the Bedford Teachers' Association and its affiliates as said teachers individually and voluntarily authorize the Board to deduct, and to transmit all monies collected in one (1) check to the Bedford Teachers' Association as soon as deducted. The Association assumes the responsibility of reimbursing all organizations for which the dues are collected. The teacher's authorization for dues deducted shall be in writing on a form provided by the Association and approved by the Board. These forms shall be maintained by the Association and made available to the Board for inspection, if requested.

B. Discontinuance of Dues Deductions: A teacher desiring to have the Board discontinue dues deductions(s)he/she has previously authorized must notify the Board and the Association in writing, by October 15 of the school year for which he/she desires discontinuance.

C. Dues Deductions Payment Plan: Deductions referred to in Paragraph A above will be made in twenty (20) equal and consecutive installments beginning with the second paycheck in September. Deduction authorizations delivered later than October 15 will be honored as soon as practicable.

D. Dues Deductions Authorization Card: After the date of the first and sixth paychecks from which deductions are to be made, the Board will provide the Association with a list of teachers who have authorized deductions and the amount deducted.

E. Board Support for Association: The Board of Education acknowledges that membership in professional organizations is both a right and a responsibility of all members of the staff. Accordingly, the Board favors and strongly encourages membership in the Bedford Teachers' Association for all members of the teachers negotiating unit.

Commented [KR11]: Decision of U.S. Supreme Court in *Janus*

F. VOTE/COPE: Teachers may elect to participate in VOTE/COPE through payroll deduction.

ARTICLE TWENTY-SEVEN - Ethics

The Joint Code of Ethics to which the Board and Association subscribe appears as Appendix B to this Agreement and is made a part hereof.

The Code of Ethics of the Education Profession to which the Board and Association subscribe appears as Appendix C to this Agreement and is made a part hereof.

ARTICLE TWENTY-EIGHT - Grievance Procedure

A. Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the claims of the aggrieved person or persons.

B. Definitions:

1. Grievance shall mean any complaint by a teacher or group of teachers based on an alleged violation, misinterpretation or inequitable application of the existing state laws, Board policies, administrative procedures and regulations, or this agreement. The term "grievance" shall not apply to any matter as to which (1) the exclusive method of review is prescribed by law or by any administrative rule or regulation having the force and effect of law, or (2) the Board and/or the Superintendent is without legal authority to act. Any event giving rise to a grievance which occurs more than sixty (60) working days prior to the implementation of Stage 1, as described in paragraph D below, shall not be deemed the subject of a grievance.

2. In computing working days through the various stages of the grievance procedure, time lost by reason of grievant's or supervisor's absence shall not be counted.

3. Supervisor shall mean any person regardless of title who is assigned to exercise any level of supervisory responsibility over employees.

4. Division Head shall mean a principal, director of a division (e.g. instruction, pupil personnel services), and school business administrator.

C. Use of the Grievance Procedure:

1. The right to use the established grievance procedure is guaranteed to all teachers without coercion, discrimination or reprisal.

2. The aggrieved party may be represented at all stages of this procedure by a person of his/her own choosing except that he/she may not be represented by a teacher organization other than the Bedford Teachers' Association.

3. Failure by the aggrieved to initiate the required action in order to move, within the specified time periods as outlined herein, from stage to stage in the grievance procedure shall be considered to constitute an abandonment of the grievance.

D. Stages:

Stage. I - A grievance shall be initiated under this procedure by the teacher submitting it in writing to his/her immediate supervisor on a form to be

mutually developed by the Board and the Association. The immediate supervisor shall hold a meeting with the teacher for the purpose of reviewing the grievance within three (3) working days of presentation. The immediate supervisor shall render a decision in writing on the grievance within three (3) days following the date of such meeting.

Stage II - If the grievance is not resolved in Stage 1, the teacher shall, within seven (7) working days of receipt of the decision of the immediate supervisor, present his/her appeal formally and in writing to the appropriate division head unless the division head rendered the decision in Stage I, in which case the teacher shall move immediately to Stage III of the grievance procedure. Before rendering a decision, the division head may require a formal hearing. A determination in written form shall be made by the division head, or his/her designee, within five (5) working days after the submission of final documents in the appeal unless a different time shall be established by the mutual agreement of the parties involved.

Stage III - If the grievance is not resolved in Stage II the teacher shall, within seven (7) working days of receipt of the decision of the division head, present his/her appeal formally and in writing to the Superintendent of Schools. Before rendering a decision, the Superintendent may require a formal hearing. A determination in written form shall be made by the Superintendent, or his/her designee, within seven (7) working days after receipt of the final documents in the appeal unless a different time shall be established by the mutual agreement of the parties involved.

Stage IV - If a grievance is not resolved at the level of the Superintendent, the aggrieved teacher may submit the grievance in writing to the President of the Association or his/her designee, requesting the Association to submit his/her grievance to arbitration. The Association, on its own initiative or at the request of an aggrieved teacher, may submit the grievance to arbitration.

The arbitration proceeding shall be initiated by the Association by filing with the Board and the American Arbitration Association a demand for arbitration. The demand shall be filed within twenty (20) working days after receipt of the Superintendent's decision. The notice shall include a brief statement setting forth the issue to be decided by the arbitrator.

The arbitration shall be governed by the rules and procedures of the American Arbitration Association.

The Arbitrator shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying or varying in any

way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law;

2. involving Board discretion or Board policy consistent with the provisions of the Agreement, Board by-laws, and applicable law, except that he/she may decide in a particular case that the Board's action was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.

The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may recommend an appropriate remedy as part of his/her decision.

The arbitrator's fee will be shared equally by the Board and the Association. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any teacher in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

E. General Provisions:

1. The filing or pendency of any grievance under the provision of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision of the grievance.

2. Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present or process a grievance not involving the application or interpretation of this Agreement in behalf of any teacher without his/her consent.

3. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual teacher from presenting or processing a grievance through the procedure provided in this Article except that no individual teacher may submit a grievance to arbitration without the approval of the Association.

4. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny any teacher his/her rights under Section 15 of

the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

5. Whenever a grievance is filed by a teacher personally or through a representative which would involve the application or interpretation of the terms of this Agreement, notice shall be given to the Association by the teacher filing the grievance and the Association will be given the opportunity to present and state its views at all stages of the grievance and arbitration procedures. When a grievance reaches Stage III, the Board shall notify the Association of all such proceedings.

6. If an immediate supervisor, division head, or Superintendent or his/her designee does not render a written decision on a grievance within the time required under paragraph D, the aggrieved teacher may appeal the grievance to the next stage of the procedure.

7. If a grievance affects a group or class of teachers or the rights of the Association, the Association may bring such grievance itself by submitting it in writing to the Superintendent, and such grievance shall be commenced at Stage III of the grievance procedure.

8. Decisions rendered at stages I, II and III of the grievance procedure shall be in writing clearly setting forth the decision and the reasons therefor and shall be transmitted promptly to all persons concerned and to the Association.

9. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.

10. Forms for filing grievances will be prepared by the Association and made available at all schools.

11. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any school representative, any member of the Agreement Implementation Committee, or any other participant in the grievance procedure by reason of such participation.

12. All grievance hearings shall be held during the work day. If at all possible, hearings at Stage III and IV will be scheduled when the parties and the chairman of the Agreement Implementation Committee, or his/her designee, do not have teaching responsibilities.

13. The chairman of the Agreement Implementation Committee and the President of the Association shall be granted leave with pay, not to be counted as personal leave, for the purpose of attending arbitration proceedings. The chairman of the Agreement Implementation Committee shall notify the Superintendent of any other persons whose presence as witnesses is required by the Association at arbitration proceedings. Such persons will be granted leave with pay, not to be counted as personal leave, for the time their presence is required.

ARTICLE TWENTY-NINE - Reciprocal Rights

A. The Association recognizes that the management of the Bedford Central School District is solely the responsibility of the Board. Accordingly, the Board retains all rights not specifically granted to the Association by Chapter 392 of the Laws of 1967 or this Agreement.

B. The Board shall so administer its responsibilities as to be impartial and fair to all teachers and shall not apply the provisions of this Agreement in an arbitrary, capricious or discriminatory manner. There shall be no discrimination against any teacher by reasons of race, creed, color, religion, marital status, sex or national origin. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of rights conferred by the Laws or the Constitution of the State of New York or the United States.

C. This Agreement constitutes School District Policy, and the Board will carry out the commitments contained herein and give them full force and effect as School District Policy. The Board shall not change or modify any of its policies, rules, or regulations which affect the terms and conditions of employment of teachers during the term of this Agreement except with the prior approval of the Association.

ARTICLE THIRTY - General

A. Taylor Law Applicability: The parties recognize that this agreement has been entered into pursuant to the Public Employees' Fair Employment Law. If any provision of this Agreement or any application of this Agreement shall be found contrary to applicable law, then such provisions 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.

B. Conformity with the Taylor Law: As required by the PUBLIC EMPLOYEES' FAIR EMPLOYMENT LAW, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation shall not

become effective until the appropriate legislative body has given approval. The parties acknowledge that the Board is the appropriate legislative body, and, by its execution of this Agreement, has approved it.

C. Applicability of Individual Agreements: Any individual arrangement, agreement or contract between the Board and an individual teacher shall be subordinate to this Agreement, and if such an individual arrangement, agreement, or contract is in any way inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE THIRTY-ONE - Collective Bargaining

A. Procedure:

1. Unless changed by mutual agreement, on or about January 15, and no later than February 1 of the final year of this Agreement, the Board and the Association shall submit written proposals to each other which they desire to negotiate for the following school year concerning proposed changes in this Agreement or the addition of terms and conditions of employment not covered by the Agreement covering teachers represented by the Association.

2. Beginning not later than February 15 of that year, the parties agree to enter into collective negotiations in a good faith effort to reach agreement on all matters contained in the written proposals submitted by either party.

3. All items in this Agreement which are not the subject of written proposals by either party shall continue in full force and effect for the following school year.

4. At the conclusion of each negotiation session, the parties mutually agree to set the day, time, place, and cutoff time for the next negotiation session. The Agenda for the next session will also be agreed upon when feasible.

B. Representatives: Each party shall select its own negotiating representatives who may be assisted by outside consultants or professionals.

C. Information: The Board and the Association each agree that they will provide the other with any information, records or documents in their possession which are relevant to the negotiations.

D. Tentative Agreements: All tentative agreements made at the negotiating table will be initiated by the chief spokesman of both parties at the meeting following said agreement on that item as the first order of business for that meeting.

ARTICLE THIRTY-TWO - Duration of Agreement

A. Duration:

1. This Agreement shall remain in full force and effect for the period beginning July 1, 2020 and ending June 30, 2021, and may not be changed, altered or modified during such period without the mutual consent in writing of the parties hereto.
2. This Agreement shall continue in full force and effect from school year to school year thereafter until terminated, subject to changes negotiated by the parties pursuant to Article 31.

B. Termination:

This Agreement shall terminate at the end of any school year in which the Association ceases to be the exclusive negotiating representative of the teachers covered by this Agreement.

ARTICLE THIRTY-THREE

[There is no Article 33]

ARTICLE THIRTY-FOUR - Teaching Assistants

A. Salary Schedule:

Beginning in the 11th year of service with the Bedford Central School District uninterrupted by service elsewhere, teaching assistants may be eligible for a career differential as shown below, dependent on their years of service in the profession. These differentials are paid as part of the teaching assistant's regular salary, beginning with the school year in which the eligible teaching assistant completes his/her 15th year of service in the profession (or such subsequent year of service in the profession that coincides with the teaching assistant's 11th year of uninterrupted service with the Bedford CSD), and continuing all subsequent years.

Years in the Profession	15	18	22
Career Differential	\$860	\$1,147	\$1,721

For the purposes of this Paragraph, “in the profession” refers only to work for which a state certification is required. “Uninterrupted” service includes service that is interrupted only by service elsewhere while on layoff from Bedford CSD. “18” and “22” refer to the school years in which the teacher completes his/her 18th or 22nd years of service in the profession, respectively, and subsequent years. The differentials in the chart show the full differential paid to teachers at that level; i.e., a teacher receiving the \$1147 differential does not also receive the \$860 differential.

B. Applicable Contract Provisions:

The following contractual provisions will apply to teaching assistants:

Article 2.A	Notice of Assignment
Article 3.A	Promotional Positions (teaching only)
Article 7	Teacher Files
Article 9.A,D,E,F,G,I,J	Teacher Protection
Article 12.A,B,E,F,G,H,I,J,K,L,M	Extended Leaves (Eligible after three (3) yrs. of service in the district)
Article 13.B,C Committee	Leave Application Procedure & Leave
Article 14.A,1,2,3,5,6,7;B,C,D,E,F,G,I,J	Temporary Leaves of Absence
Article 18.A,B,C,D, E, F	Working Conditions
Article 20.A,C,D	Teacher Hours
Article 21	School Calendar and Teaching Year
Article 22.F,H,I,J,3	Teachers' Compensation
Article 23	Retirement Award
Article 24	Health, Life, Disability
Article 25	Association Rights
Article 26	Payroll Deductions
Article 27	Ethics
Article 28	Grievance Procedure

C. Supervision, Evaluation, and Rehiring:

1. All monitoring or observation or other processes directed towards evaluation of the competence of a teaching assistant shall be conducted openly and with knowledge of the teaching assistant.
2. a. The teaching assistant's evaluation shall be based on role descriptions developed for each team. These role descriptions shall be developed by the principal and the teachers in consultation with the teaching assistants. Role descriptions shall be the basis for teaching

assistant observation and evaluation forms.

b. Each September, the team leader shall review with the teaching assistant his/her responsibilities in the role description. Both shall date and sign the role description and forward it to the building principal for his/her review and approval.

c. Each teaching assistant shall be given an annotated copy of his/her role description as well as blank copies of the observation and evaluation report forms before the evaluation begins.

3. a. Each year all teaching assistants shall be notified in writing of the person(s) having formal evaluative responsibilities toward the teaching assistant. Any change in evaluators must also be in writing. Each teaching assistant is entitled to supervision and evaluation in a professional manner. Although the team leader will have informal input into all parts of the evaluation of the teaching assistant's role, the leader's formal evaluative responsibilities will be concerned with the teaching assistant's management, clerical, and human relations skills. The principal shall be responsible for all other areas. The principal shall have all responsibility for the final evaluation.

b. Teaching assistants shall be observed by the team leader and the building principal. Observation reports shall be filled out by the team leader at least twice during the evaluation year. These minimum observation reports shall be completed by the first week in November and the first week in February and made available to the teaching assistant observed. The building principal shall observe the teaching assistant in at least two class periods. For at least these two observations by the principal during the evaluation year, the principal and the teaching assistant shall confer briefly about the nature of the class to be observed. For any additional observations, the teaching assistant and evaluator shall confer beforehand if at all possible.

c. There shall be a follow-up conference between the teaching assistant and the team leader regarding all observation reports completed by the team leader. The teaching assistant and the building principal shall informally discuss the lesson observed. At the teaching assistant's request the team leader or principal will provide written suggestions to the teaching assistant to help him/her grow professionally.

d. A copy of each report of an observation (except for the team leader's observation) shall be furnished to the teaching assistant involved within five (5) school days of the observation if it is to be put into the files

or acted upon. Such teaching assistant shall have the right to discuss all reports with his/her team leader or principal and to submit within ten (10) working days a written answer to the report which shall be attached to it in the person's file. The time limit in this paragraph may be extended upon mutual written agreement.

4. A copy of each final evaluation report shall be furnished to the teaching assistant involved by March 1 for non-tenured teaching assistants, and by June 1 for tenured teaching assistants.
5. The teaching assistant shall countersign any report of an observation or any final evaluation report to indicate that he/she has seen the report, with the understanding that such signature does not necessarily indicate agreement with the contents of the report.
6. After three (3) years teaching assistants will be evaluated according to C.2., of this article every third year. Observations will be conducted during the other two years as follows: a minimum of one (1) team leader observation report to be completed in the fall, and a minimum of one observation by the principal. Any tenured teaching assistant who receives an unsatisfactory final evaluation will be evaluated annually thereafter until he/she receives a satisfactory rating. Following the satisfactory evaluation, the teaching assistant's observations shall conform to the above pattern. Any tenured teaching assistant who requests more frequent evaluations will be granted that request in accordance with other provisions of this article. Such requests will be made in writing by December 1.
7.
 - a. Non-tenured teaching assistants shall be notified of their employment termination in writing no later than March 15 of the year in which their employment is being terminated unless there is a mutual agreement regarding a postponement of that notification. If there is a postponement the teaching assistant will be notified as soon as possible.
 - b. The administration recognizes its obligation to counsel with and assist non-tenured teaching assistants so that they will have every opportunity to attain the level of professional competence necessary to be given tenure.
 - c. A non-tenured teaching assistant who is not rehired for the next school year shall have the right, if he/she so requests, to a conference with his/her evaluator and Superintendent or his/her designee. If such a teaching assistant is not satisfied with this conference, he/she may request a closed meeting with the Board of Education at which Association

representatives may be present to discuss the reasons why he/she was not rehired. This request will be granted.

D. Salary Increments for Study

Teaching assistants shall be permitted to accumulate study credits at \$240 for blocks of six (6) credits to a maximum of forty-two (42) credits.

ARTICLE THIRTY-FIVE - Registered Nurses

A. Salary Schedule:

1. Salary paid to registered nurses shall be in accordance with the following schedule:

NURSES SALARY SCHEDULE

<u>Step</u>	<u>2019-20</u>
1	\$49,218
2	51,775
3	54,462
4	57,293
5	60,290
6	63,442
7	66,570
8	69,847
9	72,908
10	76,616
On top step 2008-09	77,902
On Step 10 2016-17	77,166
On Step 10 2017-18	76,966
On Step 10 2018-19	76,786

However, for 2020-21 only, compensation shall be reduced by \$375 for each unit member who was on payroll on May 27, 2020, with the difference divided evenly over 19 pay periods starting with the first pay period in October.

2. Registered nurses shall be compensated for an additional one-half (½) hour of coverage when required to work until 4:00 p.m.
3. A Lead Nurse will receive a \$2000 stipend.
4. Nurses with more than 15 years of service will receive a longevity stipend of 3% of the Step 10 salary.

Commented [KR12]: MOA ¶6. Subject to change if a lawful way of saving the \$375 through pre-tax dollars can be negotiated before September 1

B. Applicable Contract Provisions:

The following contractual provisions will apply to registered nurses:

Article 2 - A,B	Newly Employed Personnel and Voluntary Transfers
Article 3 - A	Promotional Positions (teaching only)
Article 7	Teacher Files
Article 9 - A,D,E,F,G,I,J,K,L.1,M,N	Teacher Protection
Article 11 -A	Professional and Educational Growth and Development
Article 12 - A,I, J, M	Extended Leaves
Article 14 - A,B,C,D,E,G,H,I	Temporary Leaves of Absence
Article 15 - B,G	Teacher Assignments
Article 17 - A,B,C,D	Substitute Teachers
Article 18	Working Conditions
Article 20 - B,D	Teaching Hours
Article 21	School Calendar and Teaching Year
Article 22 - A.5, I, J.3	Teachers Compensation
Article 23	Retirement Award
Article 24	Health, Life, Disability
Article 25	Association Rights
Article 26	Payroll Deductions
Article 27	Ethics
Article 28	Grievance Procedure
Article 29	Reciprocal Rights
Article 30	General
Article 31	Collective Bargaining
Article 32	Duration of Agreement

All registered nurses shall have an unassigned period for lunch of at least forty-five (45) minutes.

C. Supervision, Evaluation and Rehiring

1. All monitoring or observation or other processes directed towards evaluation of the competence of a registered nurse shall be conducted openly and with the knowledge of the registered nurse.
2. a. The registered nurse's evaluation shall be based on the role descriptions developed. These role descriptions shall be developed by the Director of Physical Education, Health and Athletics in consultation with the registered nurse. Role descriptions shall be the basis for registered

nurse observations and evaluation forms.

b. Each September, the Assistant Superintendent for Special Education and Student Services shall review, with the registered nurse, his/her responsibilities in the role description. Both shall date and sign the role description and forward it to the building principal for his/her review and approval.

c. Each registered nurse shall be given an annotated copy of his/her role description as well as blank copies of the observation and evaluation report forms before the evaluation begins.

3. a. Each year all registered nurses shall be notified in writing of the person(s) having formal evaluative responsibilities toward the registered nurse. Any change in evaluators must also be in writing. Each registered nurse is entitled to supervision and evaluation in a professional manner. Although the Director of Physical Education, Health and Athletics will have informal input into all parts of the evaluation of the registered nurse's role, the Director of Physical Education, Health and Athletics formal evaluative responsibilities will be concerned with the registered nurse's management, clerical, and human relations skills. The principal shall be responsible for all other areas. The principal shall have all responsibility for the final evaluation.

b. Registered nurses shall be observed by the building principal. Observation reports shall be filled out by the building principal at least twice during the evaluation year. These minimum observation reports shall be completed by the first week in November and the first week in February and made available to the registered nurse observed. The building principal shall observe the registered nurse twice. For at least these two observations by the principal during the evaluation year, the principal and the registered nurse shall confer briefly about the nature of the activity to be observed. For any additional observations, the registered nurse and evaluator shall confer beforehand if at all possible.

c. There shall be a follow-up conference between the registered nurse and the Director of Physical Education, Health and Athletics regarding all observation reports completed by the Director of Physical Education, Health and Athletics. The registered nurse and the building principal shall informally discuss the activity observed. At the registered nurse's request the Director of Physical Education, Health and Athletics or principal will provide written suggestions to the registered nurse to help him/her grow professionally.

- d. A copy of each report of an observation shall be furnished to the registered nurse involved within five (5) school days of the observation if it is to be put into the files or acted upon. Such registered nurse shall have the right to discuss all reports with his/her Director of Physical Education, Health and Athletics or principal and to submit within ten (10) working days a written answer to the report which shall be attached to it in the person's file. The time limits in this paragraph may be extended upon mutual written agreement.
4. A copy of each final evaluation report shall be furnished to the registered nurse involved by March 1.
 5. The registered nurse shall countersign any report of an observation or any final evaluation report, with the understanding that such signature does not necessarily indicate agreement with the contents of the report.
 6. Registered nurses will be evaluated according to C.2. of this article every third year. It is understood, however, that observations may be conducted at any time during the interim years. Any registered nurse who receives an unsatisfactory final evaluation will be evaluated annually thereafter until he/she receives a satisfactory rating. Following the satisfactory evaluation, the registered nurse's observations shall conform to the above patterns. Any registered nurse who requests more frequent evaluations will be granted that request in accordance with other provisions of this Article. Such requests will be made in writing by December 1.
 7.
 - a. Registered nurses shall be notified of their employment termination in writing no later than March 15 of the year in which their employment is being terminated unless there is mutual agreement regarding a postponement of that notification. If there is a postponement the registered nurse will be notified as soon as possible.
 - b. The administration recognizes its obligation to counsel with and assist registered nurses so that they will have every opportunity to attain the level of professional competence necessary.
 - c. A registered nurse who is not rehired for the next school year shall have the right, if he/she so requests, to a conference with his/her evaluator and the Superintendent or his/her designee. If such a registered nurse is not satisfied with this conference, he/she may request a closed meeting with the Board of Education at which Association representatives may be present to discuss the reasons why he/she was not rehired. This request will be granted.

D. Salary Increments for Study: Registered nurses shall be permitted to accumulate study credits at \$240 for blocks of six (6) credits to a maximum of forty-two (42) credits.

E. Work Week: The work week shall consist of thirty-five (35) hours per week.

F. Continuing Education: Registered Nurses may substitute six (6) continuing education units (each unit equal to fifteen (15) hours of "seat" time) for each four in-service credits. Prior to taking a CEU program, the affected professional is required to obtain the approval of the District.

ARTICLE THIRTY-SIX - Occupational Therapists and Physical Therapists

A. Compensation:

1. Occupational therapists and physical therapists hired on or after July 1, 2013 shall be compensated subject to Article 22(B). Occupational therapists and physical therapists hired before July 1, 2013 shall be placed on either the BA or MA column of the teachers' salary schedule.

However, for 2020-21 only, compensation for unit members who were on payroll on May 27, 2020 shall be reduced by \$375 per unit member, with the difference divided evenly over 19 pay periods starting with the first pay period in October.

2. Occupational therapists and physical therapists shall not move from one column to another except from the BA column to the MA column upon acquisition of an approved masters degree.
3. The workweek of full-time occupational therapists and physical therapists shall be thirty-five (35) hours per week, seven (7) hours per day. Two and a half (2.5) hours of preparation time per week and forty-five (45) minutes per diem for lunch time shall be included as part of the thirty-five (35) hour workweek.

B. Continuing Education: Occupational Therapists and Physical Therapists may substitute six (6) continuing education units (each unit equal to fifteen (15) hours of "seat" time) for each four in-service credits as described in article 15 (E) of this Agreement. Prior to taking a CEU program, the affected professional is required to obtain the approval of the District.

Commented [KR13]: MOA ¶6. Subject to change if a lawful way of saving the \$375 through pre-tax dollars can be negotiated before September 1

C. Applicable Contract Provisions:

The following contractual provisions shall apply to physical therapists of 0.6 FTE or more, and occupational therapists. Physical therapists of less than 0.6 FTE are not covered by this collective bargaining agreement. Part-time employees will receive benefits on a *pro rata* basis.

Article 1		Recognition
Article 2	A, B	Newly Employed Personnel and Voluntary Positions
Article 3	A, B, C, D, E, F, G	Promotional Positions
Article 5	A*, B, C, D, E	Summer School, Extended School Year Program, Homebound Instruction and Summer Academy
Article 7		Teacher Files
Article 9	A, B, C, D, E, F, G, I, J, L1, L2, M, N	Teacher Protection
Article 10		Bedford Staff Development Center
Article 11	A, B, C	Professional and Educational Growth and Development
Article 12	A, E, F, G, H, I, J, K, L, M, N, O	Extended Leaves
Article 13		Leave Application Procedure and Leave Committee
Article 14	A, B, C, D, E, G, H, I	Temporary Leaves of Absence
Article 15	B, D, G, J**	Teacher Assignments
Article 17	A***, B, C, D	Substitute Teachers
Article 18		Working Conditions
Article 19	G	Class Size and Student Contact
Article 20	D	Teacher Hours
Article 21		School Calendar and Teaching Year
Article 22	A.5, A.6, C, F, G, H, I, J	Teachers Compensation
Article 23		Retirement Award
Article 24		Insurance Protection
Article 25		Association Rights
Article 26		Payroll Deductions
Article 27		Ethics
Article 28		Grievance Procedures
Article 29		Reciprocal Rights
Article 30		General
Article 31		Collective Bargaining
Article 32		Duration of Agreement

*Applicable solely to vacant therapist positions.

**Applicable to the following extent: "The District shall designate a "home base" school for each therapist assigned to more than one building."

***Applicable to the following extent: "The administration shall make every effort to arrange for substitute therapists."

ARTICLE THIRTY-SEVEN - Certified Occupational Therapist Assistants ("COTA")

The following contractual provisions shall apply to Certified Occupational Therapist Assistants:

Article 2.A	Notice of Assignment
Article 3.A	Promotional Positions
Article 7	Teacher Files
Article 9.A,D,E,F,G,I,J	Teacher Protection
Article 12.A,B,E,F,G,H,I,J,K,L,M, N	Extended Leaves (eligible after three (3) yrs. of service in the district)
Article 13.B,C	Leave Application Procedure & Leave Committee
Article 14.A,1,2,3,5,6,7,8;B,C,D,E,F,G,I,J	Temporary Leaves of Absence
Article 18.A,B,C,D,E,F	Working Conditions
Article 20.A,C,D	Teacher Hours
Article 21	School Calendar and Teaching Year
Article 22.F, H, I, J3	Teachers' Compensation
Article 23	Retirement Award
Article 24	Health, Life, Disability
Article 25	Association Rights
Article 26	Payroll Deductions
Article 27	Ethics
Article 28	Grievance Procedure

APPENDIX A

2020-21 Salary Schedule
(for teachers hired before 7/1/13)

	BA	BA30	BA60	MA	MA30	MA60	PHD
1	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0
9	84,532	86,538	88,542	87,823	90,892	93,969	95,009
10	88,596	90,603	92,607	91,887	94,958	98,035	99,072
11	92,617	94,623	96,627	95,907	98,978	102,045	103,087
12	96,504	98,511	100,514	99,794	102,866	105,940	106,979
13	100,464	102,468	104,476	103,753	106,826	109,898	110,941
14	104,390	105,731	108,630	107,587	112,179	116,973	118,228
15	108,605	110,082	113,038	111,941	116,526	121,377	122,637
16	112,819	114,433	117,446	116,294	120,872	125,780	127,045
17	116,378	118,083	121,134	119,946	124,520	129,466	130,734
18	117,128	118,833	121,884	120,696	125,270	130,216	131,484
19	118,278	119,983	123,034	121,846	126,420	131,366	132,634

Members who were on step 3 through step 17 in 2014-2015 receive a recurring payment of \$1,000 in September

Members who were on top step for all of 2014-2015 but not in 2013-14 receive a recurring payment of \$1,750 in September

Members who were on top step for all of 2013-2014 but not in 2012-13 receive a recurring payment of \$2,500 in September

Members who were on top step for all of 2012-2013 receive a recurring payment of \$3,250 in September

For 2020-21 only, compensation shall be reduced by \$375, with the difference deducted evenly over 19 pay periods starting with the first pay period in October.

Commented [KR14]: MOA ¶6. Subject to change if a lawful way of saving the \$375 through pre-tax dollars can be negotiated before September 1

APPENDIX B

JOINT CODE OF ETHICS

1. The teacher and the School Board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend, and the prerogative of the Board to determine final policy.

2. The teacher and the School Board transact all official business through proper channels and hold inviolate all confidential information.

3. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views of religion, race or partisan politics.

4. The teacher and the School Board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.

5. The teacher and the School Board avoid disparagement of fellow workers and predecessors.

6. The teachers and the School Board are impartial in all relationships with the pupil.

7. The teacher and the School Board encourage able and promising students to enter the teaching profession.

8. The teacher receives from the administrator candid appraisal of his/her work, and help with problems; the School Board requires such supervisory assistance.

9. The teacher actively participates in the work of local, state and national professional education associations; the School Board actively participates in the work of township, county, district, state and national School Boards Associations.

10. The teacher uses ethical procedures in securing positions and maintaining salary schedules; the School Board uses ethical procedures in filling positions and in maintaining salary schedules.

11. The teacher accepts no compensation from the firms commercially interested in the school; no members of the School Board accepts such compensation.

12. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board provides conditions under which this can be accomplished.

13. The teacher endeavors to maintain good mental and physical health, personal appearance, and to maintain a wholesome attitude toward the pupil; the School Board provides a healthful teaching environment.

14. The teacher develops through continued study, travel, participation in the professional and community life, and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.

15. The teacher is proud of the teaching profession; the School Board is proud of its teachers.

APPENDIX C

CODE OF ETHICS OF THE EDUCATION PROFESSION

Commented [KR15]: Should this be replaced with https://www.nea.org/assets/docs/Code_of_Ethics_of_the_Education_Profession_2017_NEA_Handbook.pdf?

PREAMBLE

The educator believes in the worth and dignity of people. He/she recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic citizenship. He/she regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his/her responsibility to practice his/her profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility engages him/herself, individually and collectively with other educators, to judge his/her colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling his/her obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in the pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, sex, gender, sexual orientation, color, creed or national origin exclude any student from participation in or deny benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with the students for private advantage.

7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purpose or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principle of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator promotes the extension of educational opportunities for all and interprets educational programs and policies to the public.

In fulfilling obligations to the public, the educator:

1. Shall not misrepresent an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influence the nation and its citizens. He/she, therefore, exerts every effort to raise professional standards, to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning and programs of professional organizations. In fulfilling obligations to the profession, the educator:

1. Shall neither discriminate on the ground of race, sex, gender, sexual orientation, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all member of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his/her professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO THE PROFESSIONAL

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personal relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

In fulfilling obligations to professional employment practices, the educator:

1. Shall apply for, accept, offer or assign a position of responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified persons.
8. Shall permit no commercial exploitation of his/her professional position.
9. Shall use time granted for the purpose for which it is intended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on _____.

Dr. Joel Adelberg
Interim Superintendent of Schools
Bedford Central School District

Michael Groarke, President
Bedford Teachers' Association

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