

AGREEMENT

BETHLEHEM CENTRAL TEACHERS ASSOCIATION

and

BETHLEHEM CENTRAL SCHOOL DISTRICT

July 1, 2016 – June 30, 2020

AGREEMENT made this 31st day of August, 2016 by and between

THE BETHLEHEM CENTRAL SCHOOL DISTRICT

and

THE BETHLEHEM CENTRAL TEACHERS ASSOCIATION

DEFINITIONS

As used herein the Term:

District shall mean Bethlehem Central School District, Albany County, New York;

Board shall mean the Board of Education of the District;

Superintendent shall mean the Chief Executive Officer of the District;

Association shall mean the Bethlehem Central Teachers Association;

Teacher shall mean any member of the bargaining unit covered hereby.

ARTICLE I – RECOGNITION

The Board recognizes the Association as exclusive bargaining agent for all professional personnel, including, inter alia, school (registered) nurses, teaching assistants, department supervisors, athletic director, CSE chairs, athletic trainer/wellness coordinator, and service providers in the district except the Superintendent, Assistant Superintendent Of Curriculum and Instruction, Chief Business and Financial Officer, Director of Special Education, Building Principals, Assistant Principals, Hall Principals, Elementary Assistant Administrators, and Chief Technology Officer.

ARTICLE II – RESERVATION OF RIGHTS

Except as limited by the specific and express terms of this Agreement, the District, Board and Superintendent, reserve and retain unto itself and themselves all rights, authority, duties and responsibilities conferred and invested in it and them by the Constitution and statutes of the State of New York, the rulings and regulations of the Commissioner of Education and Agencies of the State and Federal Governments.

ARTICLE III – PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Concentrated bargaining will occur over five (5) consecutive workdays in November. Representatives for both parties will negotiate intensively until an agreement is reached or the failure to reach an agreement necessitates a joint declaration of “impasse”. The bargaining sessions will be for a full workday on consecutive days (subs to be hired for BCTA negotiators, with a limit of four (4)). The members of the Board of Education and the BCTA Executive Committee will be strongly encouraged to be available during the evenings of the “bargaining week” so that tentative agreements can be reached. Necessary alterations to the above stipulations which will not violate the principle of concentrated bargaining may be agreed to.
2. Both parties shall furnish each other, in good faith, available information which shall enhance the negotiating process. The Board will provide the Association with an unabridged copy of the budget following approval of the budget for the tax levy.
3. No final agreement shall be executed without ratification by the Association and the Board of Education.

ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES

1. The Association shall have the right to use school buildings at all reasonable hours for meetings provided only that such use does not conflict with planned school activities. Application for the use of the buildings requested shall be made to the Building Principal or District Business Administrator as may be required. Applications shall be made at least one school day prior to the date for which use is requested. The Association will pay the cost to the District when additional costs are incurred by the District as a result of such use.
2. The District will provide twenty (20) workdays without loss of pay for Association officers/delegates when attending conventions and conferences. Additional days for meetings that are designed for the improvement of education may be granted, subject to the approval of the Superintendent.
3. At the Superintendent’s first meeting with the whole faculty in September, the Association shall be given a place on the agenda and allotted one hour to conduct its business.
4. Provided that on or before May 30th the Association notifies the Building Principals, in writing, of its duly elected officers, Administrative personnel shall cooperate with the Association officers (past President, President, First Vice-President, Second Vice-President, Secretary and Treasurer) in establishing their work schedules, and further provided there is no interference with their regular teaching and supervisory responsibilities. Such scheduling shall be done in a manner that would provide the earliest possible completion of the teaching responsibilities.
5. The official agenda for each Board meeting will be transmitted to the Association no later than the morning of the day prior to such meeting or as soon thereafter as the same is available. Approved minutes of the Board meeting will be transmitted to the Association as soon as possible following each Board meeting. The President of the Association or a designee shall have the right to address the Board during the public portion of the meeting.

6. The District and the Association agree to share equally the cost of providing a sufficient number of copies of this agreement for each unit personnel.
7. The Association shall be provided with bulletin board space in each faculty workroom for the posting of notices of its activities and matters of Association concern. The Association shall have the right to make reasonable use of the teachers' mailboxes for official communications to teachers. No competing teacher organization shall have this right except that the District shall not be required to censor or screen incoming mail.
8. Upon written request of either, the District and Association representatives agree to meet upon mutually determined dates for the purpose of discussing, in an exploratory fashion, matters of mutual concern.
9. The BCTA President shall be granted 0.2 release time to perform the relevant duties of that office.
10. The "Board/BCTA Process Committee" will meet monthly or at the group's convenience to discuss matters pertaining to the improvement of the "organizational climate" within the school district. This committee will consist of five (5) members chosen by the BCTA and five (5) members chosen by the Board of Education.

ARTICLE V – DEDUCTIONS

1. The District agrees upon the written authorization of teachers, to deduct from their salaries the dues of the Association, and to transmit such dues to the Association within thirty (30) days of deduction, together with a statement providing an allocation of the monies so transmitted.
2. The Association will certify to the District, in writing, the current rate of membership dues of the Association and will give the District thirty (30) days written notice prior to the effective date of any change.
3. Dues deductions will be made in equal installments during the school year. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than two weeks prior to the distribution of the payroll from which the deductions are to be made. Deductions will not be made from the third payroll in any month.
4. No later than September 30 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues. The list will show the amount of dues to be deducted on each payroll. This will be affixed to a claim form and transmitted to the business office for payment. The District will notify the Association of any changes in the said listing.
5. The District agrees that it will not accord dues deductions or similar check-off rights to any other teacher organizations.
6. Voluntary Payroll Deductions.

By September 15, each teacher will individually and voluntarily authorize the District to make certain deductions from the teacher's salary. Deductions listed below will not be made from the third payroll in any month.

- a. Deductions for health insurance and group insurance will be made from each pay in equal amounts.
- b. Dues deductions will begin with the first pay in October and be scheduled in equal amounts for each payroll during the school year.
- c. Deductions for repayment of employee loans to retirement systems will be in equal amounts throughout the year on each payroll.
- d. Deductions for tax sheltered annuities will be made in equal amounts from each payroll. Changes in amounts or agent will be made upon thirty (30) days written notice. Only one change in amount will be permitted in any one calendar year.
- e. United Way pledges will be deducted in equal amounts from each payroll.
- f. Deductions for Employees' Credit Union.
- g. Individual adjustments for withholding tax will be deducted in accordance with individual employee authorization.
- h. Deductions for a BCTA-sponsored dental plan will be made from each pay in equal amounts.
- i. Deductions for NYSUT member benefit programs will be made from the pay of bargaining unit members from each pay in equal amounts.
- j. Deductions for VOTE/COPE will be made from each pay in equal amounts.
- k. Deductions for flexible spending plans will be made from each pay in equal amounts

Organizations authorized to receive monies deducted from employees' salaries must maintain records and submit invoices to the Business Administrator to have funds that have been withheld remitted to that organization.

7. Effective January 1, 2017 all employees covered by this agreement will have their paychecks provided for them in the form of direct deposit only to a bank account selected and authorized by the employee. The District shall not be liable for electronic transfer errors or other related problems.

ARTICLE VI – WORK DAY AND WORK YEAR

1. The Superintendent will meet annually, prior to March 1, with a committee appointed by the Association to study and review the existing school calendar and to make suggestions for the school calendar for the following year. Having received the suggestions of the Association, the Superintendent will confer with the administrative staff, surrounding districts, Boards of Cooperative Educational Services, and area private and parochial schools and will meet again with the Association for further recommendations before preparing such recommendations to be submitted to the Board for adoption.
2. The in-school work year for ten month unit personnel will consist of the following:
 - a. 184 day maximum teacher work year inclusive of superintendent conference days. Elementary school, middle school and high school students will begin instruction after Labor Day. The first student instructional day will follow two superintendent conference days. The District may schedule one of these superintendent conference days before Labor Day. The second superintendent conference day will be scheduled after Labor Day unless due to calendar necessity as determined by the BCTA President and District Superintendent the second superintendent conference day needs to be scheduled before Labor Day. For the first superintendent conference day that is scheduled before student instruction begins, the District agenda must end at noon with all remaining time to be used at the teacher's discretion. The second superintendent conference day before instruction begins will have no district agenda and the time is to be used at teacher's discretion. A third superintendent conference day will be scheduled on the final workday of the school year. Effective July 1, 2018, the District Superintendent may schedule a fourth superintendent conference day between Labor Day and the last work day. If the Superintendent schedules a fourth conference day, the teacher work year will remain at the maximum 184 total work days allowed.
 - b. The day before Thanksgiving shall not be scheduled as a workday
 - c. When the contract and calendar allows, the District Calendar Committee may schedule up to two contingent days of work for the purpose of avoiding the loss of instructional days due to the cancelation of school because of adverse weather or extraordinary circumstances. If the District does not lose any days of instruction due to adverse weather or extraordinary circumstances, the scheduled contingent days will not be workdays. The District Calendar Committee shall schedule the contingent days of work around the Memorial Day Weekend.
 - d. Newly employed teachers will be required to report before Labor Day for two (2) orientation days.
 - e. Should the school year be lengthened as a result of an unexpected state mandate or requirement, each teacher shall receive 1/200th of their salary for that salary year for each additional day.
 - f. In addition, newly-employed, full and part-time teachers are required to spend five (5) additional hours during the school year for New Teacher Orientation. These hours will qualify for professional development stipends.

- g. Effective July 1, 2004, the District may request that selected teachers voluntarily extend their work year by two additional days after the conclusion of the established school year in June. Such requests to selected teachers shall be made by May 1. Teachers who voluntarily agree to extend their work year shall be paid in accordance with Appendix A, Section 8.2 of the agreement.
- h. The last day of teacher attendance in the school year shall be a full day.
- i. The last elementary student day will be a one half day of instruction and one half teacher work day with no District agenda on the last Wednesday of the final school week of June. The Thursday of that week will be a full teacher day, but no students will be in attendance. This day will be utilized for teachers' end of year responsibilities.

3. School Work Day (See Schedule C for Registered Nurses and Schedule D for Teaching Assistants and Schedule E for Athletic Trainer/Wellness Coordinator)

The required work day for all unit personnel in the schools of the District will consist of 7 hours and 30 minutes, inclusive of the employee's lunch period. This period of time will include:

a. High School

- i. Five (5) periods of classroom instruction with each instructional period being 43 minutes in length, 1 homeroom or homeroom supervision, and an extra duty period. No classes will exceed one (1) period (43 minutes) in length except for science classes that have state and/or Advanced Placement required lab components that will be scheduled for two (2) class periods one time per week. The extra duty period will consist of one of the following extra duties:
 - 3 periods per week of hall duty **OR**
 - 3 periods per week of study hall **OR**
 - 2 periods per week of on-call sub duty

Extra Duty Guidelines –

- If a teacher is assigned on-call sub duty and they are not called to sub for another teacher they will have a planning period.
- On call subs that are called to sub for another teacher will be required to implement lesson plan if they are left by the absent teacher.
- On call subs will be utilized on a rotational basis.
- On call subs will not be used to replace full day subs on a period by period basis and are intended to be used in situations when no regular subs are available through the sub system or when a partial day absence of a teacher occurs.
- The extra duty must be assigned in an equitable fashion and is subject to BCTA review.
- No other duties or responsibilities including AIS will be assigned for this extra duty assignment except for the three duties listed above.

- A teacher assigned on-call sub duty will not have their extra duty combined with the other two listed duties within a semester.
- ii. Five (5) instructional assignments; with no more than six (6) class periods on any day; and a two-semester average of no more than twenty-five (25) periods per week;
- iii. A minimum of forty-three (43) minutes for lunch;
- iv. All remaining time for planning. At the teacher's discretion this time may be used to work with students
- v. If a teacher's assignment equals four (4) preparations in a semester, that teacher will not be assigned extra Duty for that semester. If the number of preparations for a teacher equals or exceeds five (5) in a semester, then the teacher shall be relieved of homeroom and supervision duties or equivalent assignments for that semester. For these purposes, a preparation is defined as a class different in content and scope from the other classes assigned to that teacher. Different ability levels of what is essentially the same course will only constitute different preparations if the general content is substantially different in subject matter covered; not merely in the difficulty of the content. (ex., Social Studies 10E and Social Studies 10 as now taught would constitute one preparation, whereas Excel Social Studies 10 and Social Studies 10E would be two different preparations.) Regents, A.P., Excel Science laboratory periods, Writing Center assignments, and Lab School or Participation in Government Coordination are not considered class preparations. Any course meeting less than five (5) times per week will be pro-rated in calculation of a teacher's number of preparations. A different textbook alone does not constitute a different preparation. Physical education classes as now constituted are exempted from the provisions of this clause.

b. Middle School

- i. A minimum of 30 minutes for lunch;
- ii. A daily average of 330 minutes of instructional and supervisory time; 90 minutes of team and individual planning, with no more than 120 minutes of such time on a weekly basis to be used for team planning. Specific allocation of the total planning is to be made by the team teachers with the approval of the principal;
- iii. A minimum of 40 minutes total for individual planning time for other than team teachers.
- iv. The last student day of the year shall be a half day for students.

Middle School – effective July 1, 2018

- i. A minimum of 40 minutes for lunch

- ii. A daily maximum average of 225 minutes of instruction, a daily maximum of 45 minutes of home base time, a maximum of 20 minutes of morning supervision or homeroom.
 - iii. All remaining time for planning. Of this remaining time, a minimum of 90 minutes per week and a maximum of 120 minutes per week will be used for team planning time. At the teacher's discretion this time may be used to work with students.
 - iv. The last student day of the year shall be a half day for students.
- c. Elementary Schools
- i. A minimum of 45 minutes for lunch;
 - ii. The actual instructional and supervisory time performed by elementary teachers shall not exceed a daily average of 330 minutes. Elementary teachers shall receive a minimum of ninety (90) minutes of team planning and individual planning. The ninety (90) minutes planning time may, at the discretion of the principal, be scheduled at the start and/or the end of the school day. If scheduled in two periods, those periods shall total ninety (90) minutes. It is understood that any variation in the planning schedule shall be on a complete group basis.

Elementary Team Planning Time

It shall be the goal of the parties to limit cooperative planning time for special education teachers, occupational therapist, physical therapist, social workers, resource room teachers and regular education teachers engaged in co-teaching, to 120 minutes per week. When the amount of time any of these teachers/providers are required to use for cooperative planning exceeds 120 minutes on a consistent basis, the building principal will review the cooperative planning requirements for such teacher/providers. If unable to resolve this issue at the building level, the teacher may, upon request to the Director of Special Education Services, meet with a committee consisting of the Director of Special Education Services, CSE Chairperson and school administrator to determine a cause and a plan to reduce this time. The teacher may bring an association representative to this meeting.

Regular Education/Resource Room/Provider Staff Team Planning

In addition to the above time, a ½ day will be scheduled during the afternoon once a month for cooperative planning. Staff would agree on structured ways of communicating in addition to this model to maximize the effectiveness of this planning time. This model would be comprised of ½ day a month for planning between special education staff, providers and regular education teachers. A rotating substitute teacher will be hired to cover classroom assignments for the general education teacher for thirty (30) minutes as the teacher meets with the special education staff/providers. In addition, special class

teachers will be able to meet with general education teachers during this time on students who are mainstreamed from the special class.

- iii. The classroom teacher shall be allowed to leave the teaching station when special subject teachers are being utilized. The resulting increase in planning time may be utilized for special education coordination and responsibilities.
 - iv. The District will only schedule 3 Elementary half days for the purpose of parent conferences. Those half days will be scheduled during the January Regents week. The elementary teachers will only be required and expected to do one parent conference. The elementary reports cards will be completed two times per year in the months of January and June. In addition, elementary classroom teachers will complete a brief progress report for parents at the end of the 10 week and 30 week period. These progress reports are intended to give parents a brief overview of how their child is doing at these two checkpoints. They are not intended to be long or detailed reports or narratives.
 - v. For the 2016-2017 school year the lunch and recess periods for students in grades K-2 will be increased by five minutes to 55 minutes. The lunch and recess periods in grades 3-5 will remain at 50 minutes. Hereafter, the length of lunch and recess for each grade level will be determined by the committee established in 3.C.vi.
 - vi. Effective July 1, 2016 the District and the Association agree to form a committee to study and recommend the amount of time that elementary students will attend specials, lunch, and recess. The recommendations from the committee must prioritize balance and equity across all grade levels while also maintaining contractual requirements. The committee's recommendations will be presented to the BCSD Superintendent and BCTA President for consideration and approval. The committee's work should be completed by March 1, 2017. If agreed to the BCSD Superintendent and BCTA President may grant an extension of this date.
- d. District Wide
- i. Teachers assigned on a part-time basis to more than one building shall be scheduled an equitable share of instructional time, planning time, etc., as provided in Article VI, Section 3a., b., c., and d., including a reasonable travel time allowance as determined by the District, between building assignments.
 - ii. In cases of demonstrated need, individual tenured teachers may voluntarily accept an additional instructional assignment with appropriate additional remuneration and the assignment shall be limited to one year. School departments that utilize such teachers are limited to two consecutive years. Exceptions to the practice herein may be made for the provision of AIS.

- iii. There shall be regularly scheduled meetings by the building principals not more than two (2) days per month for building staff and departmental meetings in the high school and middle school, and for staff development meetings in the elementary schools. Such meeting shall be one (1) hour in duration and commence within 30 minutes of student dismissal. In addition to the above, teachers will be scheduled for up to five hours a school year by a Principal or Supervisor to work on core curriculum, common standards and assessments, curriculum development and/or APPR. Such group, team or grade level meetings will be scheduled between one and two hours in length. The content and duration will be provided one month in advance of the meeting.
- iv. Other extensions of the school day may be necessary for case conferences, parent conference, committee meetings, and program development. Participation in committee and program development activity shall be on a voluntary basis.
- v. All teachers shall participate in one annual open house per year. Elementary teachers and teachers who are assigned to more than one building may be required to participate in a second evening meeting with parents.
- vi. In lieu of applying the specific workday breakdown as contained in 3(a), 3(b), and 3(c), the following unit personnel shall, in conjunction with their supervisor and/or principal, arrange their workday to reflect their particular assignment in accordance with the principles outlined in 3(a), 3(b), and 3(c): guidance counselors, psychologists, librarians, supervisors, teaching assistants, nurses, social workers, reading teachers, special education teachers, intervention specialists, OTs, PTs and speech therapists.
- vii. Flex Time – Teachers, in conjunction with their building principal and the approval of the Assistant Superintendent of Curriculum and Instruction may arrange the starting and ending time of their workday relative to their scheduled assignment on a semester basis. Teachers, in conjunction with their building principal, may arrange the starting and ending time of their workday relative to their scheduled assignments on a daily basis to accommodate episodic needs of the teacher. Teachers will provide reasonable notice of schedule shifts to the Principal for episodic needs. Requests for the use of flex time must abide by the following restrictions:
 - Teachers workday cannot be less than 7 ½ hours
 - Teachers may not arrive after the start of the student day or depart before regular student dismissal and departure.
 - Scheduled flex time may not interfere with a scheduled or required district meeting, departmental meeting, building meeting, CSE meeting, or case conference.
 - Flex time may not interfere with required professional or contractual obligations
 - Requests for flex time use for the entire year or first semester must be made by September 20th of each school year. Requests for the second semester must be made by February 20th of each school year. Requests should be made in writing directly to building principals.

Approved flex time may be denied or cancelled for a teacher who does not abide by these restrictions. Thirty (30) calendar days written notice must be provided to a teacher if their use of flex time is being cancelled.

- viii. Tenured teachers may voluntarily, but will not be required to assume sub coverage duties because of the absence of a teacher during their planning periods or lunch. Tenured teachers who agree to assume these additional duties will be compensated \$35 per class period (40-45 minutes). Payment will be prorated if the class period is less than 40 minutes. Teachers assuming these duties with compensation will be required to implement lesson plans if they are left by the teacher. Untenured teachers will not assume additional duties because of the absence of a teacher. This provision will expire on June 30, 2017, unless it is mutually agreed upon in writing by the Association and District that it will continue. Mutually agreed upon modifications to this provision may be approved by both parties if this provision is extended past the expiration date.
- ix. Part-time personnel will only be required to perform or attend non-teaching duties if those activities begin within 30 minutes of the end of that teacher's responsibilities as assigned in accordance with Article XIV, Section 6.
- x. Special Education Assignments

Any high school or middle school special education teacher who is assigned, on any day, to "co-teach", "consultant teach" or teach special "skills" classes for three (3) or more periods will be assigned student contact time of no more than five (5) periods on such days. All other special education teachers and other service providers will continue to teach six (6) classes.

ARTICLE VII – TEACHERS' PROFESSIONAL RIGHTS AND RESPONSIBILITIES

1. Observation of teachers for the purpose of improving their own instruction may be performed by their Association peers upon the request of the teacher to be observed, provided peers are available at no additional cost to the District. All observations shall be reduced to writing on a form mutually agreed to by the Association and the Superintendent, and shall be made available to the immediate supervisor, the Principal, and the teacher involved.
2. Teachers shall not be responsible for cafeteria and bus duty, excluding Student Center duty as presently performed. In case of emergency, professional personnel may be temporarily assigned for such duties.
3. When teacher aides are available, they shall assist in clerical duties such as routine typing, collating of exams and materials, monitoring and correcting of standardized tests, or processing books.
4. The Board recognizes that teacher effectiveness with a group of students depends upon the ability of the individuals to function adequately. When a teacher, after consultation with the principal, files a written referral with the principal identifying a student as being unable to function adequately, and the principal

concur with the teacher, the Board agrees to provide appropriate specialists to evaluate the case within three weeks after notification. In the event the principal does not concur, a case conference involving the teacher, principal, and school psychologist (or guidance counselor) shall be held within one week of the date of referral. Upon identification of a problem requiring special services, the Board agrees to provide the same in the manner heretofore indicated. Within one month after the referral an initial appraisal will be made by the specialist involved. Such person(s) will then consult with the principal or the guidance counselor, and the teacher, and determine the measure to be taken to correct or improve the situation. The teacher will have direct access to a copy of the findings and recommendations for handling the case.

5. District and New York State policies and procedures for teacher intervention in student altercations shall be as contained in the Faculty Handbook. In addition, the District will include in the Faculty Handbook any District and/or State requirements and procedures, including notice requirements, for indemnification of teachers in the event they are named in legal actions arising out of their employment.
6. Tenured teachers shall have the right to arbitration in the matter of Discipline and Discharge providing they have not elected to appeal to the Commissioner under Education Law, and further providing that having elected to use the arbitration procedure the grievant may not elect to seek relief via the Commissioner and Education Law. In accordance with §3020 of New York State Education Law, the discipline and discharge procedures contained herein shall provide for the written election by the employee of either the procedures specified in §3020-a of New York State Education Law or the alternative disciplinary procedures contained herein. The discipline and discharge procedures contained herein shall provide for the disposition of the disciplinary charge within the amount of time allowed therefore under such §3020-a.
7. Teachers shall have the right upon written request, to review the contents of any and all district files containing information pertaining to the teacher, including but not limited to the teacher's personnel file, in the presence of a representative of the Superintendent. A teacher may elect to have an additional witness of his or her own choosing. Any material resulting from an event or occurrence involving a teacher that is to be placed in the teacher's personnel file must adhere to the following timeframe:
 - Any material(s) to be placed in the teacher's personnel file must be reduced to writing and placed in such file within ten school days after the event or occurrence came to the attention of the administrator.
 - The teacher shall receive two copies of the written material for examination. One copy is for their personal records and the second copy being placed in the personnel file is to be signed and returned to the administrator within five (5) school days. This administrator will send the signed material to the Superintendent's Office to be placed in the teacher's personnel file. Such signature does not constitute agreement but merely signifies the teacher has examined the materials.
 - Upon returning the signed material, the teacher will have ten (10) school days to insert written explanations or responses to the material(s) being placed in their personnel file and delivered to the Superintendent's office.

8. Prior to the employment of persons without permanent or temporary certification in a position, the Superintendent will notify the Association and enter into discussions concerning such proposed employment.

9. Academic Freedom

The Board and the Association agree that effective teaching is best promoted when each teacher is free to pursue in his class the most effective teaching possible within the accepted and established educational program of the District. Therefore, the Board will guarantee to all teachers the most reasonable degree of academic freedom within this established program.

10. Reduction in Staff

In the event of a reduction of unit personnel, the applicable provisions of State Education Law will be followed.

11. Special Education

The District supports the least restrictive environment policy and continuum of services as mandated by Federal and State requirements. The support necessary for the student to be successful in the general education classroom is defined as part of the student's I.E.P. (Individualized Educational Program) plan.

The I.E.P. of a disabled student who is included in the regular education classroom will include a framework for inclusive educational services. The framework will provide a description of the inclusive program, the philosophy behind the student's program and the ingredients necessary for its success. The teacher will be provided with a copy of the framework.

Special Education Student Load

At least two weeks prior to the first teacher workday of each semester, teachers will be provided access to their class lists, including an indication of the I.E.P. and 504 students. As soon thereafter as possible, teacher will be provided access to the actual IEPs and 504 plans of students with disabilities placed in their classes. Where the number of students with IEPs and/or 504 plans equals or exceeds a certain number to be mutually agreed upon by the District and the BCTA (currently 5), the teacher, the Building Principal and the CSE Chairperson will meet to review the composition of the class. However, the need for the change in student assignment or allocation of additional support will be determined by an analysis of the nature of the disabilities of the students in the class rather than by a specific number of students. If such analysis is in writing, then the writing shall be shared with the teacher, upon his/her request. If unable to resolve such issues and concerns at the building level, teachers may, upon request to the Director of Special Education Services, meet with a committee consisting of the Director of Special Education Services, CSE Chairperson and school administrator. The school psychologist may be invited to this meeting, at the request of the teacher or the District. The teacher may bring an association representative to this meeting.

Teachers will make every effort to resolve, at the building level, issues pertaining to training, including but not limited to, issues of safety, and the distribution of special education students in general education

classrooms. The determination of that committee shall be final, contingent upon legally required Committee on Special Education and Board of Education approval.

12. Reimbursements

The District shall reimburse teachers for reasonable costs of replacing and repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the teacher's employment.

The District will reimburse teachers for reasonable costs of any clothing or other property damaged or destroyed as a result of an assault suffered by the teacher while the teacher was acting in discharge of his/her duties within the scope of his/her employment.

The District's obligation under this provision shall be limited to reimbursement of actual expenses up to a maximum of \$250.00. Reimbursement is not applicable to personal property brought to school (i.e., camera, cell phone, personal computer) that may be stolen or damaged while at school.

13. The Association recognizes the necessity of utilizing a student management and communication system (currently Aspen) to manage student attendance and grades and to notify parents and students of important information. To properly utilize this system in a manner that meets the needs and expectations of each level of instruction, the District and the BCTA agree to allow the PPC on a yearly basis to review and then determine the expectations and guidelines for the use of the student management and communication system.
14. The Association recognizes that the District has the right to install photo or video electronic security system ("system") on District property for the purpose of insuring a safe and secure environment for the school community. These systems will be placed in areas where there is no expectation of privacy. Such system shall not be used for routine evaluation of employees (i.e., APPR, attendance, and timeliness issues). The photos, data, or information from the system may be used in the investigation of complaints where there are concerns about the safety and security of persons or the theft or destruction of District equipment or property.
15. Effective July 1, 2016, the format, content, and frequency of report cards and interim/progress report formats and procedures must be mutually agreed upon between the Association and the District. Both parties will solicit the input of the Professional Practices Council and/or any committee formed by the parties to discuss report cards.

ARTICLE VIII – TEACHER EVALUATION

1. Tenured teachers shall be evaluated according to the agreed upon Annual Professional Performance Review which is considered a part of this Agreement.

2. Probationary teachers shall be evaluated according to the agreed upon Annual Professional Performance Review.
3. Continuation in employment of a probationary teacher shall be based, in part, upon satisfactory performance within the scope of his or her employment. Probationary teachers shall not have the right to arbitration involving the matter of Discipline and Discharge.
4. All modifications to the Annual Professional Performance Review shall be mutually agreed to in writing by the District and the Association.
5. All appeals within the scope of the Annual Professional Performance Review shall not be subject to arbitration and shall be determined as set forth in the Annual Professional Performance Review document.

ARTICLE IX – VACANCIES, TRANSFERS, AND NEW POSITIONS

1. Whenever any new position is created or whenever any vacancy shall occur in any professional position within the unit represented by the Association, the position will be publicized by giving written notice of such position of the Association and by posting such notices in each school building. This notice shall set forth the qualifications for the position, salary range, and the selection procedures. No new position or vacancy shall be filled except on a temporary basis until such position shall have been posted for at least ten (10) work days prior to the last day on which applications will be accepted. As new positions or vacancies occur for the next school year, due weight shall be given to the professional background and attainments of all applicants. The basic criteria used in filling positions will be to employ the applicant best qualified for the position. Other factors being substantially equal, applicants from within the school district will be given first consideration and be given an interview upon request.
2. Transfers shall be based upon sound educational reasons and/or physical facilities.
3. Whenever possible teachers shall be notified of any proposed transfers before the close of the preceding school year. Ordinarily, teachers will not be transferred from one building to another during the course of a school semester. Exception to this must be based on sound educational policies.
4. Teachers will be notified of their tentative assignment no later than May 15. Any adjustments required after that date will be communicated in writing to the teacher concerned as soon as the need for the adjustment is realized. This assignment notification will include the school building, the number of classes, grade level, subject and designation of any group with special needs.
5. Administrative and supervisory positions will be advertised through the posting of notices in all school buildings for at least ten (10) work days prior to the last day on which applications will be accepted. The Board reserves the right to determine what qualifications shall be established for each position and further reserves the right to determine whether such positions shall be open only to qualified applicants from within the system or whether such positions shall be open to qualified applicants from outside the system as well.

ARTICLE X – LEAVES OF ABSENCE

1. Teachers will be granted sick leave at full salary according to the chart below. Teachers may accumulate sick days from year to year without limitation. The Board may require physical examinations by physicians selected by the Board for any unit personnel while they are absent and using sick leave.

All employees hired on or before February 2, 2016

13 sick days per year

All employees hired after February 2, 2016

1 st and 2 nd year of employment	10 sick days per year
3 rd year of employment	11 sick days per year
4 th year of employment	12 sick days per year
5 th year of employment and thereafter	13 sick days per year

2.
 - a. Teachers may use up to fifteen (15) days per year of their annual entitlement for occasions of illness in the immediate family
 - b. In the event an employee has used all days of his annual leave for illness in the immediate family as provided in 2a above, extensions may be granted, at the discretion of the Superintendent, but, if granted, will be deducted from the individual’s cumulative sick leave.
 - c. For the purpose of this section, the “immediate family” is defined as husband, wife, mother, mother-in-law, step-mother, father, father-in-law, step-father, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, grandmother, grandfather, grandchildren, any relative living as a member of a teacher’s household, or any other person with whom the teacher has developed an immediate family-like obligation due to established past personal relationships.
3.
 - a. Teachers will be granted an annual leave of up to five days to be used in the event of death of a spouse, partner, fiancé, parent, step parent, sibling, step sibling, child, step child, or grandchild. Teachers will be granted an annual leave of up to four days to be used for the death of a grandparent, mother in law, father in law, sister in law, brother in law, any relative living as a member of a teacher’s household, or other person with whom the teacher has developed a family like obligation due to past personal relationships. In the event that a teacher has used all of the leave listed in this section above, additional days will be granted for each additional death.
 - b. In the event of the death of a current District student or a District colleague, the District will allow teachers to attend the funeral(s) and will provide one half-day per attending teacher.
4. Teachers who are members of a religious faith which has designated religious holidays when school is in session will be granted leave for the purpose of observing such religious holiday(s), without salary deduction. Such leave shall be granted only upon three (3) school days prior written request.

5. Child Care leave of absence shall not exceed twenty-four (24) months from the time of birth or adoption of a child. Any employee taking a child care leave that is in excess of 15 months must terminate the leave at the beginning of a school semester. In the event the leave is less than 15 months, the District may require the employee to extend their leave up to 15 school days for educational reasons such as reaching the end of a marking period. Only one staff member is entitled to a leave if two employees are the parents of the same child/children. In the event a pregnancy results in a miscarriage or stillbirth during or prior to such leave, the teacher with thirty (30) days' notice to the District, may return or remain in his/her position of employment. A teacher shall notify the District of his/her intention to take a child care leave at least ninety (90) days in advance of the date the leave is to commence, together with the anticipated return date consistent with the first sentence herein. In the case of adoption, the teacher shall notify the District at least ninety (90) days in advance of the anticipated time an adoptive child will be available, his/her intent to take a leave, and the anticipated return date consistent with the first sentence herein. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him/her to adopt on a specific date. Child care leave shall be an interruption of the probationary period of non-tenured teachers and shall not apply in lieu of service in meeting the probationary time requirements.

Effective 9/1/12, employees may utilize sick leave accruals and/or sick bank for the disability portion of their leave (6-8 weeks). Any time in addition to the disability period and up to twelve weeks an employee may use accrued sick time for child care leave to be paid out at the rate of one half pay for every day charged. Employees taking paternity leave may utilize accrued sick leave for up to six weeks at the rate of one half pay for every day charged.

6. Each teacher, at his/her own discretion, without submitting a reason to the employer, will be granted personal leave annually. The number of personal days granted each year are listed on the chart below. Except in case of emergency, the teacher shall notify the principal in each building five (5) days in advance of the leave date. Personal leave will not be used for the first or the last workday of the school year, or the workday immediately preceding or following a holiday or holiday period except in the case of an emergency as determined by the Superintendent. No more than two (2) personal leave days may be used consecutively except as allowed by the Superintendent. Personal leave days will not be cumulative, will not be deducted from the staff member's sick leave, and will be granted without salary deduction. Any exceptions to the contractual restrictions on the use of personal days as written in the contract will be done on a case by case basis as determined by the Superintendent. Decisions related to exceptions determined by the Superintendent are non-grievable. Effective July 1, 2016, any past records, references, or practices of the "one time" use of personal days related to exceptions are null and void.

One (1) day of unused personal leave may be utilized, at the option of the teacher, to initially join and participate in the sick leave bank in accordance with Section 11 of this article. Any unused personal leave not designated for the sick leave bank will be added to the teacher's cumulative sick leave.

All employees hired on or before February 2, 2016

3 personal days per year

All employees hired after February 2, 2016

1 st , 2 nd , 3 rd , and 4 th years of employment	2 personal days per year
5 th year of employment and thereafter	3 personal days per year

7. Attendance at court for jury duty will be allowed without loss of pay, during the term of duty. Jury duty notice or its copy must be presented to the Superintendent's office.
8. Attendance at a court or P.E.R.B. hearing as a party to an action or proceeding or as a result of a subpoena will be allowed at full pay. The subpoena must be presented to the Superintendent's office.
9. Teachers may be granted leave for professional responsibilities such as attendance at conference, fulfillment of obligations as officers of state and national professional organizations, curriculum development and service as resource personnel. Such leave shall be without loss of pay less any wages received for such service, excepting only compensation for services rendered for the New York State Education Department. Such leaves shall require prior approval of the Superintendent.
10. Effective July 1, 2003, upon application to the Board and subject to their prior, annual approval, any certified professional personnel who have attained tenure status are eligible for a one (1) year leave of absence without either pay or benefits. After this one (1) year leave, any such personnel will be eligible for a maximum of one (1) more year of such leave. Any such personnel desiring such additional leave must apply to the Board for their prior, annual approval. Eligible personnel granted a full-time one (1) year leave hereunder outside of the District must return for at least two (2) years of full-time service in the District in order to be eligible for the additional one (1) year of leave. Personnel on either a part-time leave of absence who work the remainder of the position in the District, or in a full-time leave of absence who work in a District position in another tenure area, will be eligible to apply for such additional leave without the requirement to return for at least two (2) years of full-time service. In any event, no leave as provided herein will be granted beyond the limit of two (2) school years. Upon return from any such leave taken pursuant to this position, no credit for a step increment(s) will be granted for time spent on leave unless required by operation of law. Full year leaves must begin at the beginning of the school year in September. The notice of a full year leave beginning in September must be given by April 15th of the previous school year. Semester leaves may begin in either September or February. Notice of a semester leave beginning in September must be given by April 15th of the previous school year. Notice of a semester leave beginning in February must be given by November 1st of that school year. Effective July 1, 2012 no employee may take personal leave in order to work in another school district in Albany, Schenectady, Rensselaer, Columbia or Saratoga Counties of New York.

For a person granted a part-time leave, that part-time status will count as a full leave for the purpose of totaling the one (1) year and two (2) year limits. Furthermore, any one semester leave will count as a full year leave for the purpose of totaling the one and two year limits.

Effective July 1, 2016, a teacher granted a personal leave under this section shall notify the District of their intent to return to the District by April 15th. Teachers who fail to do so will be sent a certified letter from the District to their last known address on file with the school asking if they intend to return the following school year. The teacher will have 15 school days to respond to the school district in writing with their intent. Failure to notify or respond to the District within 15 school days will be considered a forfeiture of the teacher's position with the District.

11. Sick Leave Bank

A sick leave bank shall be established for teachers who are physically disabled for an extended period during the school year. Such bank shall be made up of personal leave days donated by teachers initially joining the sick leave bank in accordance with Section 6 hereinabove. The bank shall be at a maximum when the number of days therein is equal to 125% of the number of unit members eligible for participation. The bank shall be replenished as it may be diminished through use, up to the prescribed maximum. After the initial donation of one (1) day of unused personal leave to join the sick leave bank, a teacher's subsequent donations to replenish the sick leave bank as provided herein shall be taken from his/her unused accumulated sick leave.

The granting of such extended leave benefit shall be subject to the following conditions:

- a. The teacher's accumulated sick leave is exhausted;
- b. The teacher satisfies a five (5) unpaid working day waiting period after exhaustion of the accumulated sick leave;
- c. The teacher provides medical evidence acceptable to the District of the extended nature of the disability. The District may require an examination by another physician.
- d. Individual withdrawals shall be limited to the equivalent number of accumulated sick leave days in the teacher's account at the beginning of the school year during which the onset of the disability occurs.
- e. The District reserves the right to withhold such extended leave benefit when:
 - i. The teacher cannot continue to provide medical evidence acceptable to the District of the continuation of the disability when requested to do so by the District;
 - ii. The teacher may qualify for disability retirement under either any public retirement system or social security.
- f. Workers Compensation Claims

Teachers with successful Workers Compensation claims will be allowed to access the Sick Leave Bank. In such circumstances, sections (a), (b), (d) and (e.ii) will be waived. Unit members having five years or less of service in the District will be allowed up to two hundred (200) days from the sick leave bank. Unit members who have over five years of service in the District will qualify for up to three hundred (300) days from the Sick Bank. Unit members do not have to be a member of the Sick Bank in order to qualify for this benefit, but will be subject to its membership rules including the initial donation and replenishment in accessing this benefit.

Prior to an award from the Workers Compensation Claims Board, individual's accruals must first be used, and then reimbursed should there be a successful claim. While utilizing this provision, unit members must assign Workers Compensation payments to the District.

12. The school board shall approve all job share applications if the following criteria and guidelines are met:
 - a. All job share requests must be made in writing to building principals by April 15 of the year preceding the job share
 - b. The unit member has found a willing co-worker to job share
 - c. All unit members who job share must have tenure
 - d. All unit members who job share must have the approval of the applicable building principal(s) or department supervisors
 - e. All unit members who job share must have the approval of the Assistant Superintendent of Instruction.
 - f. During a job share, the unit member employees do not accrue seniority
 - g. During a job share only one of the employees may receive health insurance benefits.
 - h. Job share must be approved on an annual basis consistent with the language of this article but there is no limit to the number of years that an individual may job share.

ARTICLE XI – MAINTENANCE OF STANDARDS

1. It is agreed that any terms and conditions of employment and/or duties and responsibilities of unit personnel not specifically included in this Agreement shall be maintained.
2. The Board agrees to notify the Association of any contemplated significant alteration or elimination of program content and curriculum. After such notification upon request from the Association, the Board agrees to meet with Association for consultation prior to the final action.

ARTICLE XII – PROFESSIONAL DEVELOPMENT FUNDS

\$50,000 will be made available by the District on a yearly basis to BCTA members for grants or professional development opportunities. The Professional Advancement Committee will consider all BCTA applications and will approve all grant/professional development funds. If there are any funds remaining after each school year they will be distributed on a proportional basis to each building for school supplies to be purchased by BCTA members for use in their classroom. The process for applying

for these funds and the process the Professional Advancement Committee will utilize for awarding these funds will be mutually agreed upon by the District and the Association.

ARTICLE XIII – PROFESSIONAL ADVANCEMENT COMMITTEE

1. There shall exist a Professional Advancement Committee, the purpose of which committee shall be:
 - a. To make recommendations to the District on workshop courses and professional activities which do not carry academic credit but which would be recognized for salary purposes.
 - b. To make recommendations to the District relative to in-service programs.
 - c. Other matters relating to professional advancement referred to it by the Board or the Association.
2. The Professional Advancement Committee will be appointed annually. It will consist of six (6) members and be chaired as follows:
 - a. The Superintendent or his designated representative.
 - b. A Secondary Principal appointed by the Superintendent.
 - c. An Elementary Principal appointed by the Superintendent.
 - d. A Senior High School teacher appointed by the Association.
 - e. A Middle School teacher appointed by the Association.
 - f. An Elementary School teacher appointed by the Association.
 - g. At its first meeting the Committee shall elect a chairperson.

ARTICLE XIV – PROFESSIONAL COMPENSATION AND RELATED ITEMS

1.
 - a. Personnel covered by this Agreement shall be compensated for their services in accordance with the provisions of Schedules A, B, C, D and E attached to and incorporated in this Agreement.
 - b. Effective July 1, 1999, a unit member will advance on the application salary schedule on July 1 of a contract year based upon the amount of time worked in the previous school year as follows:

Less than 0.5 of a unit member work year	No Step Credit
0.5 to 0.75 of a unit member work year	0.5 Step Credit
0.76 to 1.0 of a unit member work year	1.0 Step Credit

1 semester of in-school work year

0.5 Step Credit

Unit members on a split step as of June 30, 2003 will be advanced to the next highest salary half-step effective July 1, 2003.

2. a. Payroll checks will be issued on a bi-weekly basis. If school is not in session and personnel are not required to report to duty, checks will be issued no later than the last school day prior to the usual pay date. In no instance will the checks be released more than four (4) days prior to the usual payday.
- b. Commencing with the 2007-2008 school year, bargaining unit members will receive their first paycheck on the first payroll period after the start of the school year.
3. Ten-month employees may elect 1/21 of the yearly salary each payday, or 1/26 of the yearly salary each payday. Under the 1/26 plan, 5/26 of the yearly salary will be added to the regular check on the last payday in June.
4. Eleven and twelve month employees will receive twenty-six (26) paychecks of equal gross amounts during the school year.
5. Yearly salaries will be divided by the number of paydays for the employees (21 or 26) during the school year to determine the gross amount per pay period. This gross amount is to be calculated to two decimals without rounding.
6. Part-time teachers will have compensation prorated in accordance with the percentage of teaching responsibilities assigned.

ARTICLE XV – RETIREMENT INCENTIVE

1. Eligibility – a teacher must meet each of the following requirements to be eligible for a retirement incentive:
 - a. Have a minimum of fifteen (15) years of consecutive service in the Bethlehem Central School District as a teacher. For the purpose of the retirement incentive, approved leaves of absence that are unpaid will not count for service years towards the fifteen (15) years of service, however, an approved leave of absence will not be considered an interruption of service.
 - b. For an end-of-year retirement effective June 30, a teacher must submit a written letter of retirement to the Superintendent of Schools on or before January 1 and at least six (6) months in advance of the teacher's retirement date. For a retirement date effective on the first day of the second semester of a school year, the retirement letter must be submitted to the Superintendent on or before the previous July 1. For midyear retirements, employees may request retirement dates that do not align with the end of a semester or a school year, without affecting their eligibility for the retirement incentive, subject to the sole discretion of the Superintendent,

provided that the requested dates must fall within ten (10) business days of the beginning or the end of the a semester.

- c. Submit a retirement application to the New York State Teachers' Retirement System prior to the effective date of retirement as reported in (b) above in the applicable school year.
- d. In order to qualify for this retirement incentive, a teacher must retire before the end of the teacher's third year of eligibility. Teachers must retire pursuant to the rules and regulations of the NYSTRS within the specified window for the incentive. The first year of eligibility is the school year that a teacher is eligible to retire without incurring an NYSTRS penalty (decrease in calculated retirement benefit). The unit member is wholly responsible for knowing when he or she is first eligible for NYSTRS benefits. The retirement incentive requires retirement directly from the District, under the rules of the New York State Teachers Retirement System, immediately upon the resignation of the employees and effective May 7, 2008 no six (6) month "grace periods" between resignation and receipt of retirement incentive shall exist.

2. Employer Non-Elective Contribution to 403(b) Plan

- a. Employer Non-Elective Contribution – Retirement Incentive. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a Retirement Incentive. Such contribution will be in an amount equal to the Retirement Incentive outlined in Section 3 of this Article, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
- b. Employer Non-Elective Contribution – Termination Pay. The Employer agrees that the Employer Non-elective 403(b) Contribution shall be contributed to and subject to the following limitations.
- c. No Cash Options. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- d. Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess

amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- e. 403(b) Accounts. The District and the BCTA will mutually select a single 403(b) provider, as long as there is such a qualified provider, for remittal of non-elective employer contributions. All contributions shall be deposited into a 403(b) provider mutually agreed upon between the District and the Association (currently VOYA), in the name of the employee.
- f. Tier I Adjustments. Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- g. Article XV.2 shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- h. Article XV.2 shall further be subject to the approval of the 403(b) Provider, which shall review the Agreement solely as a matter of form as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, the agreed upon 403b provider must agree to provide the Employer with a standard hold harmless agreement where the Employer and Association has currently selected VOYA as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
- i. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. Each eligible employee shall forthwith notify, in writing, the District of the total elective contribution, if any, made by them to any 403(b) or 401(k) account outside of that which they contribute as an employee of the District. To the extent the employee fails to provide accurate information as to contributions made outside the District, any issues that arise from the inaccurate information shall be the exclusive responsibility of the employee.

3. Incentive Payment

In order to qualify for the following retirement incentive payment, a teacher must retire before the end of the teacher's third year of eligibility as described in Section 1-above.

Effective July 1, 2003, eligible unit members shall receive incentive payments according to the following schedule:

1 st year of eligibility in Teachers' Retirement System	\$ 6,000
2 nd year of eligibility in Teachers' Retirement System	\$ 6,000

3rd year of eligibility in Teachers' Retirement System \$ 6,000

Eligible unit members who have a minimum of 81 accrued sick days at retirement shall also be paid for unused sick days. Payment for unused sick days shall be made according to the following schedule:

81-180 days - \$55 per day (payable for days 1-180)

180-400 days - \$60 per day (payable for days 1-400)

- i. Effective July 1, 2016 the maximum entitlement payable under this provision is \$26,000.
- ii. Effective July 1, 2017 the maximum entitlement payable under this provision is \$28,000.
- iii. Effective July 1, 2018 the maximum entitlement payable under this provision is \$30,000.

- 4. Teacher Assistants with fifteen (15) years of service in the district who retire under the rules of the New York State Teachers' Retirement System shall be eligible for 65% of the above incentive for teachers.
- 5. Nurses and athletic trainers/wellness coordinators with fifteen (15) years of service in the district who retire under the rules of the New York State Employee's Retirement System shall be eligible for 65% of the above incentive for teachers.
- 6. The parties agree that in the event the District elects to implement any New York State-provided early retirement incentive plan, the penalty language referenced in Article XV.1. shall be void for that particular school year.
- 7. For any purpose under this article, at the discretion of the Superintendent, a waiver may be granted on the basis of a written application regard:
 - a. The effective date of retirement.
 - b. Notice of retirement.
 - c. Retraction of a previously-submitted notice of retirement.

Such decision by the Superintendent is final and binding, non-grievable and not subject to any review.

ARTICLE XVI – INSURANCE

Health Insurance

- 1. Employees may elect to join the district health insurance program provided they qualify under the plan.
- 2. **Board/Employee Contribution**
 - a. Employees may participate in the Blue Shield PPO plan or CDPHP EPO plan at the following contribution percentages. Any indemnity or out of network benefit plan made

available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family per year. Effective July 1, 2016, the office visit co-pay for all relevant plans will be \$25. No other material changes in plan coverage occurs as a result of this increase in co-pay.

<u>Year</u>	<u>District Share Indiv. Plan</u>	<u>Employee Share Indiv. Plan</u>	<u>District share Dependent Plan</u>	<u>Employee Share Dependent Plan</u>
<u>2016-17</u>	88%	12%	78%	22%
<u>2017-18</u>	88%	12%	78%	22%
<u>2018-19</u>	86%	14%	78%	22%
<u>2019-20</u>	86%	14%	78%	22%

- b. Effective July 1, 2006, prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for generic drugs, \$15.00 for name-brand drugs and \$30.00 for non-formulary drugs and a “2 co-pay” mail order plan following the same tertiary co-pay levels. The parties agree to continue a separate Drug Program under a pharmacy benefit management company.

The School District also will make available to members of the Association, on a voluntary basis, an additional option for prescription health coverage through CanaRx under the terms stated below in subsection i. - iv.

- i. CanaRx Services Inc. (“CanaRx”) is a privately held Canadian company which provides certain brand name maintenance medications at a uniform reduced cost to American residents. The advantages of participation in the program offered by CanaRx is reduced cost to both the employer and employee.
- ii. The School District wishes to offer CanaRx as a prescription resource available to members of the Association on a voluntary basis. Members would participate in CanaRx in accordance with the requirements of CanaRx in terms of enrollment and any forms to be completed. Information regarding participation in the program will be made available to members by the School District. Any administrative costs associated with the program being made available shall be borne by the School District.
- iii. The offering of CanaRx by the School District shall in no way replace or alter the existing prescription benefit program provided pursuant to Article XVI of the Agreement and is offered “in addition to” not “in lieu of” that existing program. Members of the Association may voluntarily choose to participate in CanaRx and shall continue to have the ability to use or return to the use of the prescription

program offered under Article XVI. Only members of the association that participate in the district's health insurance program may participate in this plan.

- iv. The parties agree that CanaRx may be offered as an alternative prescription program to members of the Association effective January 1, 2011.
- c. Dependent plans include two-person, family, or domestic partner coverage. Employees covered under domestic partner status as of June 30, 2016 may maintain this coverage. Effective July 1, 2016, any new hires will not be eligible for domestic partner coverage. However, in the event same sex marriages are no longer recognized as legally permissible by the courts or the law, the ability to elect domestic partner coverage will resume, as of the effective date of the law or case. Any BCTA member who applies for the domestic partner benefit shall be required to certify, under oath, the existence of the domestic partnership through the Affidavit contained in Appendix "B" to maintain this benefit. This benefit shall only apply to the BCTA member, his/her partner and any child of the BCTA member, not a child or dependent of the BCTA member's partner
3. The parties agree to create a committee for the purpose of reviewing all aspects of the District's health insurance plans. This shall be a district-wide committee, including members of all bargaining units. The make-up of the committee shall be mutually agreed upon by the parties.
4. Liability insurance for the benefit of teaching personnel will be continued for all teachers as presently in force.
5. Employees hired after July 1, 1980, who are employed on less than half-time (on a daily/weekly basis, are not eligible for health insurance coverage, however, they may be permitted to join the health insurance program provided herein at their own cost. Employees hired after July 1, 1980, who are employed for one semester or less on a temporary appointment, are not eligible for health insurance coverage.
6. The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1986. Furthermore, effective July 1, 1986, the Medicare reimbursement for a teacher's spouse will be eliminated upon attainment of the age of 65.
7. Dental Plan:
Effective July 1, 2016 the District will contribute the amount of \$220 per individual and \$470 per family into the Dental Plan

Effective July 1, 2017 the District will contribute the amount of \$230 per individual and \$490 per family into the Dental Plan

Effective July 1, 2018 the District will contribute the amount of \$240 per individual and \$510 per family into the dental plan

Effective July 1, 2019 the District will contribute the amount of \$250 per individual and \$530 per family into the dental plan

*At no point will the District contributions exceed 60% of the total premium.

8. The District shall provide and implement a full cafeteria plan under IRS Code §125 Plan with the District paying the administrative costs thereof. Such plan will permit employee contributions for employee health insurance premiums, unreimbursed medical and dental expenses, and allowable child-care expenses, etc., in before-tax dollars. In accordance with the IRS option to enable plan participants to carryover up to \$500 of unused funds for qualifying medical expenses from one plan year to the next, the maximum \$500 carryover option will be incorporated within the plan, enabling an employee access to any unused funds from the prior year plan, commencing with the plan year ending December 31st, 2013.
9. Beginning with the 2008-2009 school year, the District will make available a fund in the amount of \$36,500, annually, to be used by the Association for ancillary insurance. This payment will be made in full by October 1st of each year payable to the Bethlehem Central Teachers Association.
10. The District shall provide and fund an Employees Assistance Plan (EAP) to be utilized by Association members. The EAP provider must be mutually agreed upon by the Association and the District.
11. Health Insurance Buyout - Active Employees
 - a. In lieu of participating in the health insurance and prescription drug coverage provided in this article, for which the employee would be otherwise eligible, an employee may elect to waive such coverage in favor of direct compensation. Election to participate in this option must be made in writing on a form provided by the District no later than June 15 for the subsequent school fiscal year and once selected, is irrevocable for the duration of the fiscal year except an employee may elect to waive coverage during the year based upon the following: the time the employee was hired, a qualifying event as defined by the Internal Revenue Code, or an open enrollment period for a spouse who works for a different employer. The District will make a prorated buyout payment to employees electing a less than full year waiver, within 30 days of submission of all necessary documentation. Where one spouse is employed by the District and receives the health insurance benefit, and the other spouse is a benefit eligible District employee as well, one of the spouses may elect to participate in the buyout, as per the following table:

Size of Household (incl. both BCTA Members):	Buyout Level:
Two Person Household	Individual
Three Person Household	Two Person
Four or More People in Household	Family

- b. Compensation for Employees so electing shall be as follows:

- i. The buyout is open for all employees who qualify to receive District health insurance and were receiving such coverage on April 18, 2012 or anyone hired after the 2011-2012 school year. Employees electing such coverage will be compensated at the rate of \$1,300 for individual coverage, \$2,600 for two-person coverage and \$3,900 for family eligible coverage. The employee can only be reimbursed at the level of insurance to which they have been receiving coverage and are entitled. Employees must provide written documentation of health insurance coverage by a primary health insurance carrier in order to participate in the health insurance buyout option.
- ii. All above amounts will be paid directly to eligible employees in the form of a separate check, on the first pay date of each October, unless Article XVI, Section 11.f. is implemented.
- c. Employees must elect coverage levels consistent with the definition of Allowable insured dependents in accordance with the certification of insurance by the primary health insurance carrier.
- d. Each school year of the agreement eligible employees may elect to buy out health insurance coverage in accordance with the schedule outlined above in accordance to the level of insurance they would otherwise be entitled.
- e. If an employee chooses to re-enroll in the District health insurance plan such reenrollment must be completed in writing during the May open enrollment period, or at the time of the qualifying event.
- f. Provided, however, that if in any calendar year of the Collective Bargaining Agreement the IRS provides guidance concerning the validity of Health Reimbursement Accounts funded by a Health Insurance buyout, payment from a health insurance buyout shall be made to the Section 105(h) HRA in the next calendar year at the following rates:

Full Amount:

Single	\$1,000
Two	\$2,000
Family	\$3,000

12. Health Reimbursement Account

The District will establish a Section 105(h) plan account for all unit members for payment of unreimbursed medical, dental, vision expenses, and other allowable expenses, which shall be subject to any applicable laws, rules, and regulations.

Effective September 15, 2015 and thereafter, the District on an annual basis will deposit \$300 into the Section 105(h) account of all unit members.

- a. Annual deposits and buyout (if applicable as per Article XVI, section 11.f.) amounts will be available to unit members by September 15 of each calendar year.
 - b. The District assumes all administrative costs and fees associated with the health reimbursement account.
 - c. Unit members will utilize their Section 125 plan deposits, if any, prior to their Section 105(h) plan deposits.
 - d. Once a unit member retires from or terminates his/her employment with the District, there will be no further contributions to the individual's account but he/she may continue to access any remaining deposits until the account is exhausted, subject to plan requirements. Should the member predecease their spouse or domestic partner, the remaining funds may be used by their spouse or domestic partner until the funds are exhausted.
 - e. In the event of a mid-year hire/termination/voluntary separation, the annual deposit will be prorated. However, if there are insufficient funds in the individual's account, there will be no requirement of the individual to make the District or fund whole.
 - f. The health reimbursement account plan year will be the calendar year.
 - g. The third party administrator and/or District will provide members no less than four (quarterly) statements per year.
 - h. Unit members may not elect cash in lieu of the health reimbursement account.
 - i. All unused deposits, if any, will roll over from year to year, with no maximum limit.
13. **Surviving Dependent Coverage:** The surviving spouse, domestic partner and/or dependents of an active service employee may continue coverage under the District's health insurance plan at the same rate as set forth above in Section 2 for three months.

14. **Retiree Health Insurance**

- a. The District will provide health insurance under the District health insurance program for employees who retire from District service under a pension provided under the New York State Teachers' Retirement System ("TRS") or the New York State Employees Retirement System ("ERS"). In order to qualify for this benefit an employee must be eligible for health insurance as provided herein at the time of his/her retirement, and must retire under a TRS or ERS retirement plan. The retirement benefits provided under Article XVI requires retirement directly from the District, under the rules of the New York State Teachers Retirement System, immediately upon the resignation of the employees and effective May 7, 2008 no six (6) month "grace periods" between resignation and receipt of retirement benefits shall exist.

Retirees are allowed to increase or decrease dependent coverage according to eligibility requirements of the plan. In turn, the parties agree that retirees will be encouraged to reduce coverage (i.e. from two person or family to individual or from family to two person) due to a change of circumstances in the life of the retiree in a timely manner.

The following table applies to those retiring with 15 or more years* of service to the District:

Retirement Date	District Covers Individual Premium Percent	District Covers Dependent Premium Percent
On or before 6/30/99	100%	50%
Between 7/1/99 and 6/30/07	98%	50%
Between 7/1/07 and 6/30/16	90%	50%
Between 7/1/16 and 6/30/2018	88%	50%
Effective 7/1/18	86%	50%

For employees who retire on or after July 1, 2007, with 10 or more years* of service to the District, the District shall pay 80% of the individual premium or 50% of the dependent coverage premium.

Employees who retire with less than 10 years of District service shall be permitted to continue to participate in the District health insurance program at their own cost.

For retirees with dependent coverage, the district covers the individual applicable percentage of the individual premium. Then the full individual premium amount is deducted from the total dependent premium, to which the 50% is applied. The sum of the individual share plus the 50% of the dependent share equals the retiree's monthly premium cost.

*Part-time service can be counted for any years the teacher was eligible for health insurance benefits. Service time encompasses benefit-eligible employment within the District, within any bargaining unit. The employee must maintain continuous service with the District to be eligible for this benefit. An unpaid leave of absence will not be considered an interruption of service.

The surviving spouse of a retiree may continue coverage under the District's health insurance plan, at his/her sole expense.

- b.
 - i. The District will offer one or more Medicare Advantage Plans (MAP) to those District employees, retirees, spouse or family who are Medicare eligible. Participation by such participant shall be totally voluntary. The MAP's are

offered by the existing commercial carriers for the District: Blue Shield and CDPHP. Eligibility to enroll is subject to the MAP's program requirements, including residency requirements within the local service area for at least six months during the calendar year.

- ii. Participants may revert to any of the non-MAP commercial plans offered by the District.
- iii. In the event a participant voluntarily chooses to revert to one of the non-MAP commercial plans offered by the District, the ability to revert will be subject to the existing plans entrance requirements.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

1. This contract constitutes the full and complete agreement between the parties, and may be altered, changed, added to, deleted from, or modified only by mutual consent by instrument, in writing, signed by the duly authorized representatives of the respective parties.
2. This contract supersedes any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
3. Any individual arrangement, agreement or contract heretofore or hereafter entered into between the Board and any individual teacher who is a member of the unit represented by the Association shall be subject to and consistent with the terms and conditions of this Agreement.
4. If any provision of this Agreement or any application of the agreement to any teacher or group of teachers is found to be explicitly and definitively prohibited by statute, then such provision or application shall be deemed void except to the extent not prohibited by statute, but all other provisions or applications shall continue in full force and effect.
5. There will be no reprisals of any kind taken against any teacher by reason of his or her membership in the Association or participation in its activities.
6. The Board of Education agrees to include in the proposed budget submitted to the electorate all monies necessary for the implementation of this Agreement.
7. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVIII – GRIEVANCE PROCEDURE

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts. These procedures are in compliance with Article 16 of the General Municipal Law.

Section I – Definition.

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of a Board or administrative work rule, regulatory or policy affecting teachers, or of the terms of this Agreement.
2. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief school officer.
3. The Chief School Officer is the Superintendent of Schools.
4. Association shall mean Bethlehem Central Teachers Association.
5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in Interest shall mean the Grievance Committee of the Association, any party names in a grievance who is not the aggrieved party, the Board of Education and the Chief School Officer.
7. Grievance Committee is the committee created and constituted by the Bethlehem Central Teachers Association.
8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section II – Procedures

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

2. Except for informal decisions at Stage 1A, all decisions shall be rendered, in writing, at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher, the Association, and the Superintendent.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practical, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Section IV 1 (a) and (b) relating to Stage 1 proceedings, either party may retain a certified shorthand reporter or other person competent to make a verbatim record or to take the minutes of a grievance proceeding in 2, 3, or 4. Unless the parties mutually agree to share the use and costs of the reporter, the party retaining the reporter shall be responsible for the costs thereof. An alternate method of recoding the proceedings in Stages 2, 3 and 4 may include the use of an audio recording device. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront, examine and cross-examine all witnesses, to testify and to call witnesses and to be furnished with a copy of any minutes or recordings made of the proceedings at each and every stage of the grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board of any member of the school district administration against the aggrieved party, any part in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievance, serving notices and taking appeals will be available in the Superintendent's office. The Superintendent shall provide a reasonable number of copies to the Association and shall maintain a supply of said forms in his office.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustments is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment upon written request of the teacher filed with the Superintendent and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, recordings, minutes and/or transcribed notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (a) and all written decisions at all stages. In the event the grievance resolution is not favorable to the aggrieved party, and provided recordings were made of the proceedings, a copy of such recording will be made available at District expense to the aggrieved party and the Grievance Committee within two days after the recordings are made at Stages 2 and/or 3. The Association shall bar any additional expenses coincident with the reproduction of more than one copy of the original recordings for its own use. Any claim of error in the minutes or recordings shall be made at the next appellate stage of the grievance procedure and shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section III – Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. The period of time commencing the day following the last day of school and ending the day preceding the first day of school shall not be included in the determination of time periods provided for herein.

Section IV – Stages for Grievance Procedure

1. Stage 1: Supervisor

- a. An aggrieved party having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but in arriving at his decision, will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the aggrieved party submits the grievance through a representative, the aggrieved party may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his/her representative and the Association.

2. Stage 2: Superintendent

- a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) school days after receipt of such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- c. The Superintendent, or his duly authorized representative, shall render a decision in writing to the aggrieved party with copy to the Grievance Committee within five (5) school days after receipt of the hearing transcript.

3. Stage 3: Board of Education

- a. If not satisfied with the decision at Stage 2, the aggrieved party shall file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The official record maintained by the Superintendent shall be available for the use of the Board.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance and discuss it with the aggrieved party.

4. Stage 4: Arbitration

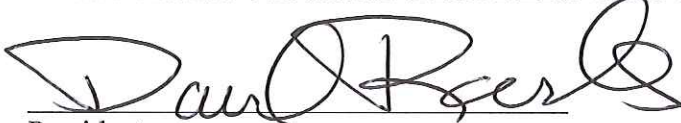
- a. Stage 4 shall be limited to only alleged inequitable application or misinterpretation of this agreement.

- b. If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further under the grievance procedure, the Association shall file a written notice to the Superintendent of Schools within fifteen (15) school days after receiving the written decision at Stage 3.
- c. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the sections of the Agreement which the Association has identified as violated by the District. The arbitrator shall be selected from the following panel: Dennis Campagna, Jeffrey Selchick, Louis Patack. The assignments will rotate and be in the order listed unless the parties mutually agree otherwise. Such panel may be revised upon mutual agreement of the parties.
- d. The decision of the arbitrator shall be final and binding.
- e. The cost and expenses of arbitration shall be borne equally by the Board and the Association.

ARTICLE XIX – TERM, AMENDMENT, MODIFICATION AND TERMINATION

This Agreement shall be effective July 1, 2016 through June 30, 2020 and shall be consistent with all terms and provisions of the Public Employees Fair Employment Act (“Taylor Law”), Sections 200 et. seq. of the New York State Civil Service Law.

BETHLEHEM CENTRAL TEACHERS ASSOCIATION



President

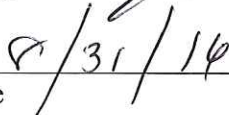


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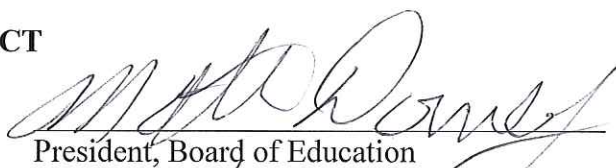
BETHLEHEM CENTRAL SCHOOL DISTRICT



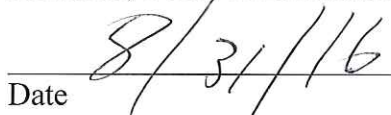
Superintendent of Schools



Date



President, Board of Education



Date

SALARY SCHEDULE – SCHEDULE A

1. **Teacher Salary Schedule - see salary schedule A:**

2016-2017

Effective July 1, 2016 steps 1-12 will be permanently increased by \$1500 over the 2015-16 salary schedules (Schedule A), steps 13-28 will be permanently increased by \$1100 over the 2015-16 salary schedule, and all eligible employees shall increase one step on the salary schedule. Any BCTA member who is not eligible for a step increase because they are Step 28 or above shall have their previous year's salary increased by an additional \$2000.

2017-2018

Effective July 1, 2017 steps 1-12 will be permanently increased by \$1000 over the 2016-17 salary schedules (Schedule A), steps 13-28 will be permanently increased by \$800 over the 2016-17 salary schedule, and all eligible employees shall increase one step on the salary schedule. Any BCTA member who is not eligible for a step increase because they are Step 28 or above shall have their previous year's salary increased by an additional \$2000.

2018-2019

Effective July 1, 2018 steps 1-12 will be permanently increased by \$1200 over the 2017-18 salary schedules (Schedule A), steps 13-28 will be permanently increased by \$800 over the 2017-18 salary schedule, and all eligible employees shall increase one step on the salary schedule. Any BCTA member who is not eligible for a step increase because they are Step 28 or above shall have their previous year's salary increased by an additional \$2000.

2019-2020

Effective July 1, 2019 steps 1-12 will be permanently increased by \$1000 over the 2018-19 salary schedules (Schedule A), steps 13-28 will be permanently increased by \$600 over the 2018-19 salary schedule, and all eligible employees shall increase one step on the salary schedule. Any BCTA member who is not eligible for a step increase because they are Step 28 or above shall have their previous year's salary increased by an additional \$2000.

2. A. The Athletic Director position will consist of 1.0 administrative duties / 0.0 instructional duty. The A.D. stipend will be \$2,000 with an additional \$125 per interscholastic sport and an additional \$150 to supervise each athletic trainer. The position will include twenty (20) days of supplemental employment. The Athletic Director will be responsible for supervising, observing, and evaluating athletic programs, coaches, and athletic trainers/wellness coordinators and will not be responsible for supervising or observing any staff outside of athletics (including physical education and health). The A.D. may coach one interscholastic sport season. The A.D. may not receive the additional chaperoning pay provided for in Schedule B.2.E.
- B. Nurse Coordinator
 - i. \$1000 stipend

- ii. .4 release time
 - iii. Four (4) year appointment
- C. Middle School Team Leader
- i. \$300 stipend
 - ii. Release from morning duties
- D. Mentor Program
- i. Mentor Coordinator
 - a. \$1,200 stipend
 - b. .2 release time
 - ii. Mentor Compensation (mentors assigned to teachers new to the profession only)
 - a. Mentors to full-time teachers paid \$1,200, pro-rated to \$600 for part-time teachers.
 - b. Mentors and their mentees shall be released for up to two (2) half-days per semester.
 - iii. Mentors to full time teachers new to teaching and in their second year of service in the Bethlehem CSD will be identified as Mentor II and paid \$500, prorated to \$250 for part time teachers.
 - iv. Mentors to full time teachers new to Bethlehem CSD but experiences as teachers from other districts will be identified as advisors and be paid \$500, prorated to \$250 for part time teachers.
 - v. If the State eliminates the requirements for a mentor program, these positions and this program may be eliminated by the District.
- E. The position(s) of Administrative intern granted by the District shall receive a stipend of \$1,000 per school year or pro-rated portion thereof.
- F. An individual serving in a position described in 2A, 2B, and 2Di above may voluntarily return to his/her prior full-time tenured position. The individual will accrue salary steps and seniority on an annual basis, and will have seniority based bumping rights. The individual may voluntarily

return to the District with these rights, provided that the return is at the beginning of the school year with notice to the District occurring on or before March 15 of the previous school year.

3. Supervisory Staff Stipends

A. English Supervisor and Math Supervisor (K-12 responsibilities)

- i. \$2,000 stipend
- ii. \$700 for K-5 responsibilities
- iii. 20 days supplemental employment
- iv. \$150 per supervisee with FTE .5 or greater
\$ 75 per supervisee with FTE less than .5
- v. 1.0 Administrative Duty / 0.0 Instructional Duty

B. Social Studies/Business Supervisor and Science/Technology Supervisor (K-12 responsibilities)

- i. \$2,600 stipend
- ii. \$700 for K-5 responsibilities
- iii. 22 days supplemental employment for social studies/business
24 days supplemental employment for science/technology
- iv. \$150 per supervisee with FTE .5 or greater
\$ 75 per supervisee with FTE less than .5
- v. 1.0 Administrative Duty / 0.0 Instructional Duty

C. Art Supervisor, World Language Supervisor, and Music Supervisor

- i. \$2,000 stipend
- ii. \$700 for K-5 responsibilities
- iii. 10 days supplemental employment
- iv. \$150 per supervisee with FTE .5 or greater
\$ 75 per supervisee with FTE less than .5
- v. 0.8 Administrative Duty / 0.2 Instructional Duty

- D. Health/Physical Education/FACS Supervisor
 - i. \$2,600 stipend
 - ii. \$700 for K-5 responsibilities
 - iii. 12 days supplemental employment
 - iv. \$150 per supervisee with FTE .5 or greater
\$ 75 per supervisee with FTE less than .5
 - v. 0.8 Administrative Duty / 0.2 Instructional Duty

- E. School Counselor (Guidance) Supervisor (K-12)
 - i. \$2,000 stipend
 - ii. \$700 for K-5 Responsibilities
 - iii. \$150 per supervisee with FTE .5 or greater
\$ 75 per supervisee with FTE less than .5
 - iv. 20 days supplemental employment
 - v. 0.8 Administrative Duty / 0.2 Instructional Duty

- F. CSE Chairs
 - i. \$2000 stipend
 - ii. \$150 per supervisee with FTE .5 or greater
 - iii. \$75 per supervisee with FTE less than .5
 - iv. 20 days supplemental employment/CSE Chair
 - v. 1.0 Administrative Duty / 0.0 Instructional Duty

- 4. A. The exact days and purpose of all supplemental employment will be determined by the Assistant Superintendent of Curriculum and will be compensated at the per diem rate of 1/200 of the employees' salary.
- B. Anyone covered by this agreement who has received or who receives an earned doctoral degree approved by the Professional Advancement Committee shall receive an additional \$1200.00.

- C. National Board Certification
 - i. A Teacher achieving National Board Certification shall be paid an additional \$1,000 per year so long as such certification is maintained.
 - ii. In order for the teacher to initiate the additional stipend payment to his/her salary, he/she must notify the Superintendent of Schools, in writing, that he/she has achieved National Certification and shall submit proof of certification, if requested.
- D. The District will reimburse employees required to use their personal automobile for school district purposes at the maximum rate per mile allowable by the IRS and in effect on each July 1st during the term of this Agreement.
- E. All EIT funds will be available to the District in order to help defray the costs of this agreement.

Teacher Salary Schedule A

Teachers Salary Schedule A				
	Masters			
Step	Effective 7/1/16	Effective 7/1/17	Effective 7/1/18	Effective 7/1/19
1	\$47,800	\$48,800	\$50,000	\$51,000
2	\$48,900	\$49,900	\$51,100	\$52,100
3	\$50,000	\$51,000	\$52,200	\$53,200
4	\$51,100	\$52,100	\$53,300	\$54,300
5	\$52,200	\$53,200	\$54,400	\$55,400
6	\$53,300	\$54,300	\$55,500	\$56,500
7	\$54,400	\$55,400	\$56,600	\$57,600
8	\$55,500	\$56,500	\$57,700	\$58,700
9	\$56,600	\$57,600	\$58,800	\$59,800
10	\$58,300	\$59,300	\$60,500	\$61,500
11	\$60,500	\$61,500	\$62,700	\$63,700
12	\$62,700	\$63,700	\$64,900	\$65,900
13	\$64,500	\$65,300	\$66,100	\$66,700
14	\$66,700	\$67,500	\$68,300	\$68,900
15	\$68,900	\$69,700	\$70,500	\$71,100
16	\$71,100	\$71,900	\$72,700	\$73,300
17	\$73,300	\$74,100	\$74,900	\$75,500
18	\$75,500	\$76,300	\$77,100	\$77,700
19	\$77,700	\$78,500	\$79,300	\$79,900
20	\$80,700	\$81,500	\$82,300	\$82,900
21	\$82,900	\$83,700	\$84,500	\$85,100
22	\$85,100	\$85,900	\$86,700	\$87,300
23	\$87,300	\$88,100	\$88,900	\$89,500
24	\$89,500	\$90,300	\$91,100	\$91,700
25	\$91,700	\$92,500	\$93,300	\$93,900
26	\$93,900	\$94,700	\$95,500	\$96,100
27	\$96,100	\$96,900	\$97,700	\$98,300
28	\$98,900	\$99,700	\$100,500	\$101,100

Teachers Salary Schedule A				
	Bachelors			
Step	Effective 7/1/16	Effective 7/1/17	Effective 7/1/18	Effective 7/1/19
1	\$44,800	\$45,800	\$47,000	\$48,000
2	\$45,900	\$46,900	\$48,100	\$49,100
3	\$47,000	\$48,000	\$49,200	\$50,200
4	\$48,100	\$49,100	\$50,300	\$51,300
5	\$49,200	\$50,200	\$51,400	\$52,400
6	\$50,300	\$51,300	\$52,500	\$53,500
7	\$51,400	\$52,400	\$53,600	\$54,600
8	\$52,500	\$53,500	\$54,700	\$55,700
9	\$53,600	\$54,600	\$55,800	\$56,800
10	\$54,800	\$55,800	\$57,000	\$58,000
11	\$57,000	\$58,000	\$59,200	\$60,200
12	\$59,200	\$60,200	\$61,400	\$62,400
13	\$61,000	\$61,800	\$62,600	\$63,200
14	\$63,200	\$64,000	\$64,800	\$65,400
15	\$65,400	\$66,200	\$67,000	\$67,600
16	\$67,600	\$68,400	\$69,200	\$69,800
17	\$69,800	\$70,600	\$71,400	\$72,000
18	\$72,000	\$72,800	\$73,600	\$74,200
19	\$74,200	\$75,000	\$75,800	\$76,400
20	\$75,900	\$76,700	\$77,500	\$78,100
21	\$78,100	\$78,900	\$79,700	\$80,300
22	\$80,300	\$81,100	\$81,900	\$82,500
23	\$82,500	\$83,300	\$84,100	\$84,700
24	\$84,700	\$85,500	\$86,300	\$86,900
25	\$86,900	\$87,700	\$88,500	\$89,100
26	\$89,100	\$89,900	\$90,700	\$91,300
27	\$91,300	\$92,100	\$92,900	\$93,500
28	\$93,500	\$94,300	\$95,100	\$95,700

EXTRA DUTY PAYMENT SCHEDULE - SCHEDULE B

1. Regulations

- A. The parties agree that Physical Education teachers will not be required to accept involuntarily any coaching assignments. Non-Physical Education teachers may accept coaching duties with the approval of their supervisor or department head and principal. Payment above the salary schedule shall be in accordance with the established athletic coaching pay schedule.
- B. Appointment to co-curricular activities shall be made by the principal of the school in which the activities take place after consultation with interested faculty members. Payment above the salary schedule shall be in accordance with the established co-curricular activity salary schedule.
- C. The Extra Duty Pay Schedule listed in this contract does not exclude payment for new extra duty positions, nor does it necessarily exclude duties presently being performed but not compensated for.
- D. Completed performance of any extra duty assignment shall establish priority on the part of the incumbent to successive appointments.
- E. All new or beginning personnel must start at step one (1) of this schedule.

2. A. Intramurals

- i. Program - Elementary Schools – three sessions per school
Middle School – three sessions of two programs per season
- ii. Funding - \$1210.25 per person effective July 1, 2016
\$1246.56 per person effective July 1, 2018

B. High School Fitness Center

\$24.21 per hour effective July 1, 2016

\$24.93 per hour effective July 1, 2018

C. Athletic Activities – See Athletic Stipend Schedule B.

D. Co-Curricular Activities – See Level A, B, C, and D of Co-Curricular Activities List and Co-Curricular Stipend Schedules.

E. Chaperone Rate of Pay – Elementary, middle school, or high school teachers who are requested by the principal to chaperone or supervise evening or weekend school sponsored events will be compensated at the hourly chaperone rate of pay, within the amount allocated for this purpose on the budget. Effective July 1, 2016 the hourly rate of pay for chaperones shall be \$28.33. Effective July 1, 2018 the hourly rate of pay for chaperones shall be \$29.17.

3. Advance Play

- A. If a team qualifies for open sectionals beyond the regular season, the salary will be adjusted according to the following step schedule for each week or part thereof after the first contest. If this involves vacation time, the change will be twice the chart amount per week.
- B. If a team qualifies for advance play in a limited-qualifier sectional beyond the regular season, the salary will be adjusted according to the following step schedule for each week or part thereof. If this involves vacation time, the change will be twice the chart amount per week.

Advance Play Step Schedule Effective July 1, 2016

Step 1	\$121.03	Step 4	\$152.44
Step 2	\$131.33	Steps 5-9	\$162.74
Step 3	\$142.14	Steps 10-13	\$194.67

Advance Play Step Schedule Effective July 1, 2018

Step 1	\$124.66	Step 4	\$157.01
Step 2	\$135.27	Steps 5-9	\$167.62
Step 3	\$146.40	Steps 10-13	\$200.51

CO-CURRICULAR ACTIVITIES

Musical Organizations

This program is directly related to the instructional training and daily program for the teacher.

BCTA MUSIC STIPEND SCHEDULE

BCTA Music Stipend Schedule - Effective 7/1/16					
Stipend	Years	Group	Group	Group	Group
Title	1 to 3	4*	5**	6***	7*****
Jazz Ensemble - HS	\$985	\$1,311	\$1,350	\$1,391	\$1,433
Grade 6 Select Choir – MS	\$1,540	\$2,052	\$2,114	\$2,176	\$2,242
Jazz Lab Band – HS	\$1,544	\$2,058	\$2,120	\$2,185	\$2,250
Women’s Chorus – HS	\$1,544	\$2,058	\$2,120	\$2,185	\$2,250
Men’s Chorus – HS	\$1,544	\$2,058	\$2,120	\$2,185	\$2,250
Grade 7 and 8 Select Chorus - MS	\$1,544	\$2,058	\$2,120	\$2,185	\$2,250

Jazz Ensemble	\$1,544	\$2,058	\$2,120	\$2,185	\$2,250
Select Chorus - HS	\$1,849	\$2,465	\$2,539	\$2,615	\$2,694
Chorus 6	\$1,849	\$2,465	\$2,539	\$2,615	\$2,694
String Orchestra – MS	\$1,849	\$2,465	\$2,539	\$2,615	\$2,694
Band 6 – Green	\$1,849	\$2,465	\$2,539	\$2,615	\$2,694
Band 6 - Blue	\$1,849	\$2,465	\$2,539	\$2,615	\$2,694
Band 7	\$1,952	\$2,604	\$2,675	\$2,754	\$2,837
Concert Chorale 7	\$1,952	\$2,604	\$2,681	\$2,762	\$2,845
Concert Chorale 8	\$1,952	\$2,604	\$2,681	\$2,762	\$2,845
Symphonic Orchestra – MS	\$1,952	\$2,604	\$2,681	\$2,762	\$2,845
Band 8	\$1,952	\$2,604	\$2,681	\$2,762	\$2,845

BCTA Music Stipend Schedule - Effective 7/1/18					
Stipend	Years	Group	Group	Group	Group
Title	1 to 3	4*	5**	6***	7****
Jazz Ensemble - HS	\$1,014	\$1,351	\$1,391	\$1,432	\$1,476
Grade 6 Select Choir – MS	\$1,586	\$2,113	\$2,177	\$2,242	\$2,310
Jazz Lab Band – HS	\$1,590	\$2,120	\$2,183	\$2,250	\$2,317
Women’s Chorus – HS	\$1,590	\$2,120	\$2,183	\$2,250	\$2,317
Men’s Chorus – HS	\$1,590	\$2,120	\$2,183	\$2,250	\$2,317
Grade 7 and 8 Select Chorus - MS	\$1,590	\$2,120	\$2,183	\$2,250	\$2,317
Jazz Ensemble	\$1,590	\$2,120	\$2,183	\$2,250	\$2,317
Select Chorus - HS	\$1,904	\$2,539	\$2,615	\$2,694	\$2,775
Chorus 6	\$1,904	\$2,539	\$2,615	\$2,694	\$2,775
String Orchestra – MS	\$1,904	\$2,539	\$2,615	\$2,694	\$2,775
Band 6 – Green	\$1,904	\$2,539	\$2,615	\$2,694	\$2,775
Band 6 - Blue	\$1,904	\$2,539	\$2,615	\$2,694	\$2,775
Band 7	\$2,010	\$2,682	\$2,755	\$2,837	\$2,922
Concert Chorale 7	\$2,010	\$2,682	\$2,762	\$2,845	\$2,930
Concert Chorale 8	\$2,010	\$2,682	\$2,762	\$2,845	\$2,930
Symphonic Orchestra – MS	\$2,010	\$2,682	\$2,762	\$2,845	\$2,930
Band 8	\$2,010	\$2,682	\$2,762	\$2,845	\$2,930

- * **Group 4 – Completed Greater than 3 years of service**
- ** **Group 5 – Completed Greater than 4 years of service**
- *** **Group 6 – Completed Greater than 5 years of service**
- **** **Group 7 – Completed Greater than 6 years of service**

Level A

Step	Effective 7/1/16
1	\$1,114
2	\$1,179
3	\$1,246
4	\$1,311
5	\$1,376
6	\$1,418
7	\$1,461
8	\$1,504
*	\$1,535

Step	Effective 7/1/18
1	\$1,148
2	\$1,215
3	\$1,284
4	\$1,351
5	\$1,417
6	\$1,461
7	\$1,504
8	\$1,549
*	\$1,581

*Grandfathered amount for library media coordinator

**Level A Co-Curricular
Activities**

- Art Club – HS
- Art Club – MS
- Art Director – Stage 700
- Art Director – VJC
- Auditor – HS/MS
- Class Advisor 6
- Class Advisor 7
- Class Advisor 8
- Class Advisor 9
- DECA
- Elementary Student
- Government
- Environmental Club – HS
- Internal Accounts – MS
- International Club
- Key Club
- Middle School Peer Helpers
- Drama Club – MS
- SADD – MS
- SADD – HS
- Service Club – MS
- Grade 6 Newspaper
- Students for Peace and Survival
- Science Olympiad Team

The Word
 MS Yearbook Advisor
 Stock Market Club (HS)
 Garden Club (MS)
 Chef Club (MS)

Level B

Step	Effective 7/1/16
1	\$1,640
2	\$1,771
3	\$1,835
4	\$1,966
5	\$2,099
6	\$2,161
7	\$2,226
8	\$2,293

Step	Effective 7/1/18
1	\$1,689
2	\$1,824
3	\$1,891
4	\$2,025
5	\$2,162
6	\$2,226
7	\$2,293
8	\$2,362

Level B Co-Curricular Activities

Video Production/Tech Guild
 Masterminds/Science Bowl
 Class Advisor 10
 Class Advisor 11
 High School Peer Helpers
 Honor Society
 Internal Accounts – HS
 Student Senate – HS
 U.N. Club
 Thinking Reed – Art
 Thinking Reed – Literature

Level C

Step	Effective 7/1/16
1	\$2,164
2	\$2,296
3	\$2,491
4	\$2,622
5	\$2,754
6	\$2,837
7	\$2,922
8	\$3,010

Step	Effective 7/1/18
1	\$2,229
2	\$2,365
3	\$2,565
4	\$2,701
5	\$2,837
6	\$2,922
7	\$3,010
8	\$3,100

Level C Co-Curricular Activities

NCBI – MS

NCBI – HS

TV Studio Club - MS

HS Awards Ceremony

BCCC

Assistant Director – MS Musical

Assistant Director – MS Musical

Buy It – HS

Choreographer – Stage 700

Class Advisor 12

Newspaper – EAGLE’S EYE (Talon)

ORIOLE Assistant No. 1 – Photography and
Layout

ORIOLE Assistant No. 2 – Business Manager

VJC Acting Troupe

Speech and Debate Club

Staged Creations Director – MS

Staged Creations Technical Director – MS

Studio 46

Level D

Step	Effective 7/1/16
1	\$2,688
2	\$2,885
3	\$3,082
4	\$3,278
5	\$3,475
6	\$3,579
7	\$3,687
8	\$3,798

Step	Effective 7/1/18
1	\$2,769
2	\$2,972
3	\$3,174
4	\$3,377
5	\$3,579
6	\$3,687
7	\$3,798
8	\$3,912

Level D Co-Curricular Activities

Director Stage 700

Director MS Musical

ORIOLE Advisor

Vocal and Instrumental Director – Stage 700

Technical Advisor to Stage 700, VJC

Unified Sports Head Coach*

Step	Effective 7/1/16
1	\$1,114
2	\$1,179
3	\$1,246
4	\$1,311
5	\$1,376
6	\$1,418
7	\$1,461
8	\$1,504

Step	Effective 7/1/18
1	\$1,148
2	\$1,215
3	\$1,284
4	\$1,351
5	\$1,417
6	\$1,461
7	\$1,504
8	\$1,549

*Payment of this stipend will be made in a lump sum, in a separate check, at the end of the program season as follows:

Fall - 2nd payroll in October

Winter - 2nd Payroll in February

Spring - 2nd Payroll in May

Youth Activation Committee Advisor**

Step	Effective 7/1/16
1	\$372
2	\$393
3	\$415
4	\$437
5	\$458
6	\$473
7	\$487
8	\$502

Step	Effective 7/1/18
1	\$383
2	\$405
3	\$428
4	\$450
5	\$472
6	\$487
7	\$502
8	\$517

**Payment of this stipend will be made in a lump sum, in a separate check, at the end of the program season as follows:

Fall - 2nd payroll in October

Winter - 2nd Payroll in February

Spring - 2nd Payroll in May

Athletic Program Assistants:

1. Selection

Program Assistant I and II will be positions available to assist District teams subject to the approval of the Athletic Director, the Varsity Head Coach of each sport and the Board of Education. Such employees will be subject to the supervision of the varsity head coach and the Athletic Director. Employment will be seasonal based on the sport.

2. Funding

Such approval will be granted if all the requirements are met and if the Booster Club will fund the position(s) at the following gross pay levels: \$1680 for the season for Program Assistant I and \$840 for the season for Program Assistant II, such payments will be subject to applicable federal (including Social Security and Medicates) taxes, State taxes and statutory withholdings. The Booster Club, by a donation to the District, will fund all expenses of the Program Assistant I or Program Assistant II position(s). The Booster Club will have no role in the selection or retention of candidates. Payment will be made by the District after review and authorization by the District and will be made upon completion of the sports season.

3. Time Commitment

- a. Program Assistant I shall be available six days a week including games or contests to work with any team. It is estimated that the time commitment will be approximately 12 to 18 hours per week.
- b. Program Assistant II shall be available 3 days a week including games or contests to work with any team. It is estimated that the time commitment will be approximately 6 to 9 hours per week.

4. Qualifications

Program Assistant I and Program Assistant II candidates must meet appropriate professional certification as determined by the District, consistent with Education Law and NYCRR (Regulation) for coaches. Candidates are not required to be a District employee prior to being selected as Program Assistant I and Program Assistant II.

5. Appointments

All appointments will be made on a year-to-year basis, for one season or year, subject to the Board of Education approval.

6. The District Reserves the right to also have Board appointment volunteers who will serve without compensation from the District, a Booster Club or any other sources.

7. The District retains the sole discretion in determining the need for filling the position of Program Assistant I and II and the selection and retention of seasonal employees.

ATHLETIC SCHEDULE B									
BCTA Athletic Stipend Effective July 1, 2016									
Stipend Title	Step 1	Step 2	Step 3	Step 4	Step 5-9	Step 10	Step 11	Step 12	Step 13
Head JV Golf	\$1,522	\$1,652	\$1,788	\$1,909	\$2,039	\$2,440	\$2,513	\$2,588	\$2,665
Head JV Cheerleading (Winter) Basketball	\$1,583	\$1,718	\$1,859	\$1,987	\$2,120	\$2,538	\$2,614	\$2,692	\$2,773
Head Modified Soccer (Men & Women)	\$1,766	\$1,916	\$2,074	\$2,215	\$2,365	\$2,830	\$2,915	\$3,002	\$3,092
Head Modified Basketball (Men & Women)	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head Modified Cross Country (Men & Women)	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head Modified Track - Outdoor (Men & Women)	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head Modified Volleyball (Men & Women)	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head Modified Baseball & Softball	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head Modified Lacrosse (Men & Women)	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head Freshman Field Hockey (Women)	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head JV Cheerleading (Fall) Football	\$1,949	\$2,114	\$2,288	\$2,444	\$2,610	\$3,123	\$3,216	\$3,313	\$3,412
Head JV Tennis (Men-Spring & Women-Fall)	\$2,009	\$2,180	\$2,360	\$2,521	\$2,691	\$3,221	\$3,318	\$3,418	\$3,520
Head Varsity Bowling (Men & Women)	\$2,009	\$2,180	\$2,360	\$2,521	\$2,691	\$3,221	\$3,318	\$3,418	\$3,520
Head Varsity Golf	\$2,009	\$2,180	\$2,360	\$2,521	\$2,691	\$3,221	\$3,318	\$3,418	\$3,520
Head Varsity Cheerleading (Winter) Basketball	\$2,070	\$2,247	\$2,431	\$2,598	\$2,773	\$3,319	\$3,418	\$3,520	\$3,625
Head Freshman Soccer Coach (Men & Women)	\$2,192	\$2,378	\$2,574	\$2,750	\$2,936	\$3,513	\$3,619	\$3,728	\$3,840
Head Freshman Cross Country (Men & Women)	\$2,192	\$2,378	\$2,574	\$2,750	\$2,936	\$3,513	\$3,619	\$3,728	\$3,840
Head Freshman-Modified Swimming (Co-ed)	\$2,192	\$2,378	\$2,574	\$2,750	\$2,936	\$3,513	\$3,619	\$3,728	\$3,840
Head Freshman Volleyball (Men & Women)	\$2,253	\$2,444	\$2,646	\$2,826	\$2,996	\$3,611	\$3,719	\$3,831	\$3,946
Asst Modified Football	\$2,314	\$2,511	\$2,717	\$2,903	\$3,099	\$3,709	\$3,820	\$3,934	\$4,053
Asst Modified Wrestling	\$2,314	\$2,511	\$2,717	\$2,903	\$3,099	\$3,709	\$3,820	\$3,934	\$4,053
Head Varsity Cheerleading (Fall) Football	\$2,314	\$2,511	\$2,717	\$2,903	\$3,099	\$3,709	\$3,820	\$3,934	\$4,053
Head Freshman Baseball & Softball	\$2,436	\$2,642	\$2,860	\$3,056	\$3,262	\$3,904	\$4,021	\$4,142	\$4,266
Head Freshman Lacrosse (Men)	\$2,436	\$2,642	\$2,860	\$3,056	\$3,262	\$3,904	\$4,021	\$4,142	\$4,266
Head Freshman-Modified Lacrosse (Women)	\$2,436	\$2,642	\$2,860	\$3,056	\$3,262	\$3,904	\$4,021	\$4,142	\$4,266
Head JV Field Hockey	\$2,436	\$2,642	\$2,860	\$3,056	\$3,262	\$3,904	\$4,021	\$4,142	\$4,266
Head JV Volleyball (Men & Women)	\$2,557	\$2,775	\$3,003	\$3,209	\$3,425	\$4,099	\$4,222	\$4,348	\$4,479
Asst Varsity Gymnastics	\$2,557	\$2,775	\$3,003	\$3,209	\$3,425	\$4,099	\$4,222	\$4,348	\$4,479
Head Modified Football	\$2,618	\$2,840	\$3,074	\$3,285	\$3,507	\$4,196	\$4,322	\$4,452	\$4,585
Asst (#1) Varsity Track - Outdoor (Men & Women)	\$2,679	\$2,907	\$3,146	\$3,361	\$3,588	\$4,294	\$4,422	\$4,555	\$4,692
Asst (#2) Varsity Track - Outdoor (Men & Women)	\$2,679	\$2,907	\$3,146	\$3,361	\$3,588	\$4,294	\$4,422	\$4,555	\$4,692
Head Freshman Basketball (Men & Women)	\$2,740	\$2,973	\$3,218	\$3,437	\$3,670	\$4,392	\$4,523	\$4,659	\$4,800
Head JV Baseball & Softball	\$2,740	\$2,973	\$3,218	\$3,437	\$3,670	\$4,392	\$4,523	\$4,659	\$4,800
Head JV Lacrosse (Men & Women)	\$2,740	\$2,973	\$3,218	\$3,437	\$3,670	\$4,392	\$4,523	\$4,659	\$4,800
Asst (#1) Track - Indoor (Men & Women)	\$2,862	\$3,104	\$3,360	\$3,590	\$3,833	\$4,587	\$4,725	\$4,866	\$5,012
Asst (#2) Track - Indoor (Men & Women)	\$2,862	\$3,104	\$3,360	\$3,590	\$3,833	\$4,587	\$4,725	\$4,866	\$5,012

Asst Varsity Ice Hockey	\$2,862	\$3,104	\$3,360	\$3,590	\$3,833	\$4,587	\$4,725	\$4,866	\$5,012
Head JV Soccer (Men & Women)	\$2,923	\$3,171	\$3,432	\$3,667	\$3,915	\$4,684	\$4,825	\$4,969	\$5,118
Head Varsity Cross Country (Men & Women)	\$2,923	\$3,171	\$3,432	\$3,667	\$3,915	\$4,684	\$4,825	\$4,969	\$5,118
Head Varsity Tennis (Men-Spring & Women-Fall)	\$2,923	\$3,171	\$3,432	\$3,667	\$3,915	\$4,684	\$4,825	\$4,969	\$5,118
Head Varsity Volleyball (Men & Women)	\$2,923	\$3,171	\$3,432	\$3,667	\$3,915	\$4,684	\$4,825	\$4,969	\$5,118
Asst JV Football	\$2,984	\$3,237	\$3,504	\$3,743	\$3,996	\$4,782	\$4,926	\$5,074	\$5,226
Asst Freshman Football	\$2,984	\$3,237	\$3,504	\$3,743	\$3,996	\$4,782	\$4,926	\$5,074	\$5,226
Head Modified Wrestling	\$2,984	\$3,237	\$3,504	\$3,743	\$3,996	\$4,782	\$4,926	\$5,074	\$5,226
Head Varsity Field Hockey	\$2,984	\$3,237	\$3,504	\$3,743	\$3,996	\$4,782	\$4,926	\$5,074	\$5,226
Asst Varsity Swimming (Diving) (Men & Women)	\$3,166	\$3,435	\$3,718	\$3,972	\$4,241	\$5,075	\$5,227	\$5,384	\$5,546
Head JV Basketball (Men & Women)	\$3,227	\$3,501	\$3,789	\$4,048	\$4,322	\$5,173	\$5,327	\$5,487	\$5,651
Head JV Wrestling	\$3,227	\$3,501	\$3,789	\$4,048	\$4,322	\$5,173	\$5,327	\$5,487	\$5,651
Head Varsity Baseball & Softball	\$3,288	\$3,568	\$3,861	\$4,125	\$4,404	\$5,270	\$5,428	\$5,591	\$5,759
Head Varsity Lacrosse (Men & Women)	\$3,288	\$3,568	\$3,861	\$4,125	\$4,404	\$5,270	\$5,428	\$5,591	\$5,759
Head Varsity Gymnastics	\$3,288	\$3,568	\$3,861	\$4,125	\$4,404	\$5,270	\$5,428	\$5,591	\$5,759
Head JV Football	\$3,410	\$3,699	\$4,004	\$4,278	\$4,567	\$5,465	\$5,629	\$5,798	\$5,972
Head Freshman Football	\$3,410	\$3,699	\$4,004	\$4,278	\$4,567	\$5,465	\$5,629	\$5,798	\$5,972
Head Varsity Soccer (Men & Women)	\$3,654	\$3,963	\$4,290	\$4,583	\$4,893	\$5,855	\$6,032	\$6,212	\$6,398
Head Varsity Track - Outdoor (Men & Women)	\$3,654	\$3,963	\$4,290	\$4,583	\$4,893	\$5,855	\$6,032	\$6,212	\$6,398
Asst (#1) Varsity Football	\$3,714	\$4,030	\$4,361	\$4,659	\$4,975	\$5,953	\$6,132	\$6,315	\$6,505
Asst (#2) Varsity Football	\$3,714	\$4,030	\$4,361	\$4,659	\$4,975	\$5,953	\$6,132	\$6,315	\$6,505
Head Track - Indoor (Men & Women)	\$3,714	\$4,030	\$4,361	\$4,659	\$4,975	\$5,953	\$6,132	\$6,315	\$6,505
Head Varsity Ice Hockey	\$3,714	\$4,030	\$4,361	\$4,659	\$4,975	\$5,953	\$6,132	\$6,315	\$6,505
Head Varsity Swimming (Men & Women)	\$4,080	\$4,426	\$4,790	\$5,118	\$5,464	\$6,538	\$6,735	\$6,937	\$7,145
Head Varsity Basketball (Men & Women)	\$4,202	\$4,558	\$4,933	\$5,270	\$5,627	\$6,734	\$6,936	\$7,144	\$7,358
Head Varsity Wrestling	\$4,202	\$4,558	\$4,933	\$5,270	\$5,627	\$6,734	\$6,936	\$7,144	\$7,358
Head Varsity Football	\$4,628	\$5,020	\$5,434	\$5,805	\$6,198	\$7,417	\$7,640	\$7,869	\$8,105

BCTA Athletic Stipend Effective July 1, 2018 – Schedule B									
Stipend Title	Step 1	Step 2	Step 3	Step 4	Step 5-9	Step 10	Step 11	Step 12	Step 13
Head JV Golf	\$1,568	\$1,701	\$1,841	\$1,967	\$2,100	\$2,513	\$2,588	\$2,666	\$2,745
Head JV Cheerleading (Winter) Basketball	\$1,631	\$1,770	\$1,915	\$2,046	\$2,184	\$2,614	\$2,692	\$2,773	\$2,856
Head Modified Soccer (Men & Women)	\$1,819	\$1,973	\$2,136	\$2,281	\$2,436	\$2,915	\$3,003	\$3,092	\$3,185
Head Modified Basketball (Men & Women)	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head Modified Cross Country (Men & Women)	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head Modified Track - Outdoor (Men & Women)	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head Modified Volleyball (Men & Women)	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head Modified Baseball & Softball	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head Modified Lacrosse (Men and Women)	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head Freshman Field Hockey (Women)	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head JV Cheerleading (Fall) Football	\$2,007	\$2,177	\$2,356	\$2,518	\$2,688	\$3,217	\$3,313	\$3,413	\$3,515
Head JV Tennis (Men-Spring & Women-Fall)	\$2,070	\$2,246	\$2,430	\$2,596	\$2,772	\$3,317	\$3,417	\$3,520	\$3,625
Head Varsity Bowling (Men & Women)	\$2,070	\$2,246	\$2,430	\$2,596	\$2,772	\$3,317	\$3,417	\$3,520	\$3,625
Head Varsity Golf	\$2,070	\$2,246	\$2,430	\$2,596	\$2,772	\$3,317	\$3,417	\$3,520	\$3,625
Head Varsity Cheerleading (Winter) Basketball	\$2,132	\$2,314	\$2,504	\$2,676	\$2,856	\$3,418	\$3,520	\$3,625	\$3,734
Head Freshman Soccer Coach (Men & Women)	\$2,258	\$2,449	\$2,651	\$2,832	\$3,024	\$3,619	\$3,727	\$3,839	\$3,955
Head Freshman Cross Country (Men & Women)	\$2,258	\$2,449	\$2,651	\$2,832	\$3,024	\$3,619	\$3,727	\$3,839	\$3,955
Head Freshman-Modified Swimming (Co-ed)	\$2,258	\$2,449	\$2,651	\$2,832	\$3,024	\$3,619	\$3,727	\$3,839	\$3,955
Head Freshman Volleyball (Men & Women)	\$2,321	\$2,518	\$2,725	\$2,911	\$3,086	\$3,719	\$3,830	\$3,946	\$4,064
Asst Modified Football	\$2,383	\$2,586	\$2,799	\$2,990	\$3,192	\$3,820	\$3,935	\$4,052	\$4,174
Asst Modified Wrestling	\$2,383	\$2,586	\$2,799	\$2,990	\$3,192	\$3,820	\$3,935	\$4,052	\$4,174
Head Varsity Cheerleading (Fall) Football	\$2,383	\$2,586	\$2,799	\$2,990	\$3,192	\$3,820	\$3,935	\$4,052	\$4,174
Head Freshman Baseball & Softball	\$2,509	\$2,722	\$2,946	\$3,147	\$3,360	\$4,021	\$4,142	\$4,266	\$4,394
Head Freshman Lacrosse (Men)	\$2,509	\$2,722	\$2,946	\$3,147	\$3,360	\$4,021	\$4,142	\$4,266	\$4,394
Head Freshman-Modified Lacrosse (Women)	\$2,509	\$2,722	\$2,946	\$3,147	\$3,360	\$4,021	\$4,142	\$4,266	\$4,394
Head JV Field Hockey	\$2,509	\$2,722	\$2,946	\$3,147	\$3,360	\$4,021	\$4,142	\$4,266	\$4,394
Head JV Volleyball (Men & Women)	\$2,634	\$2,858	\$3,093	\$3,305	\$3,528	\$4,222	\$4,349	\$4,479	\$4,613
Asst Varsity Gymnastics	\$2,634	\$2,858	\$3,093	\$3,305	\$3,528	\$4,222	\$4,349	\$4,479	\$4,613
Head Modified Football	\$2,697	\$2,925	\$3,166	\$3,383	\$3,612	\$4,322	\$4,452	\$4,585	\$4,723
Asst (#1) Varsity Track - Outdoor (Men & Women)	\$2,760	\$2,994	\$3,240	\$3,462	\$3,696	\$4,423	\$4,555	\$4,692	\$4,833
Asst (#2) Varsity Track - Outdoor (Men & Women)	\$2,760	\$2,994	\$3,240	\$3,462	\$3,696	\$4,423	\$4,555	\$4,692	\$4,833
Head Freshman Basketball (Men & Women)	\$2,822	\$3,062	\$3,314	\$3,540	\$3,780	\$4,524	\$4,659	\$4,799	\$4,944
Head JV Baseball & Softball	\$2,822	\$3,062	\$3,314	\$3,540	\$3,780	\$4,524	\$4,659	\$4,799	\$4,944
Head JV Lacrosse (Men & Women)	\$2,822	\$3,062	\$3,314	\$3,540	\$3,780	\$4,524	\$4,659	\$4,799	\$4,944
Asst (#1) Track - Indoor (Men & Women)	\$2,948	\$3,198	\$3,461	\$3,698	\$3,948	\$4,724	\$4,866	\$5,012	\$5,162
Asst (#2) Track - Indoor (Men & Women)	\$2,948	\$3,198	\$3,461	\$3,698	\$3,948	\$4,724	\$4,866	\$5,012	\$5,162

Asst Varsity Ice Hockey	\$2,948	\$3,198	\$3,461	\$3,698	\$3,948	\$4,724	\$4,866	\$5,012	\$5,162
Head JV Soccer (Men & Women)	\$3,011	\$3,266	\$3,535	\$3,777	\$4,032	\$4,825	\$4,969	\$5,118	\$5,272
Head Varsity Cross Country (Men & Women)	\$3,011	\$3,266	\$3,535	\$3,777	\$4,032	\$4,825	\$4,969	\$5,118	\$5,272
Head Varsity Tennis (Men-Spring & Women-Fall)	\$3,011	\$3,266	\$3,535	\$3,777	\$4,032	\$4,825	\$4,969	\$5,118	\$5,272
Head Varsity Volleyball (Men & Women)	\$3,011	\$3,266	\$3,535	\$3,777	\$4,032	\$4,825	\$4,969	\$5,118	\$5,272
Asst JV Football	\$3,073	\$3,334	\$3,609	\$3,855	\$4,116	\$4,926	\$5,074	\$5,226	\$5,383
Asst Freshman Football	\$3,073	\$3,334	\$3,609	\$3,855	\$4,116	\$4,926	\$5,074	\$5,226	\$5,383
Head Modified Wrestling	\$3,073	\$3,334	\$3,609	\$3,855	\$4,116	\$4,926	\$5,074	\$5,226	\$5,383
Head Varsity Field Hockey	\$3,073	\$3,334	\$3,609	\$3,855	\$4,116	\$4,926	\$5,074	\$5,226	\$5,383
Asst Varsity Swimming (Diving) (Men & Women)	\$3,261	\$3,538	\$3,829	\$4,091	\$4,368	\$5,227	\$5,384	\$5,545	\$5,712
Head JV Basketball (Men & Women)	\$3,324	\$3,606	\$3,903	\$4,170	\$4,452	\$5,328	\$5,487	\$5,651	\$5,821
Head JV Wrestling	\$3,324	\$3,606	\$3,903	\$4,170	\$4,452	\$5,328	\$5,487	\$5,651	\$5,821
Head Varsity Baseball & Softball	\$3,387	\$3,675	\$3,977	\$4,249	\$4,536	\$5,429	\$5,591	\$5,759	\$5,931
Head Varsity Lacrosse (Men & Women)	\$3,387	\$3,675	\$3,977	\$4,249	\$4,536	\$5,429	\$5,591	\$5,759	\$5,931
Head Varsity Gymnastics	\$3,387	\$3,675	\$3,977	\$4,249	\$4,536	\$5,429	\$5,591	\$5,759	\$5,931
Head JV Football	\$3,512	\$3,810	\$4,124	\$4,406	\$4,704	\$5,629	\$5,798	\$5,972	\$6,151
Head Freshman Football	\$3,512	\$3,810	\$4,124	\$4,406	\$4,704	\$5,629	\$5,798	\$5,972	\$6,151
Head Varsity Soccer (Men & Women)	\$3,763	\$4,082	\$4,418	\$4,721	\$5,040	\$6,031	\$6,213	\$6,399	\$6,590
Head Varsity Track - Outdoor (Men & Women)	\$3,763	\$4,082	\$4,418	\$4,721	\$5,040	\$6,031	\$6,213	\$6,399	\$6,590
Asst (#1) Varsity Football	\$3,826	\$4,151	\$4,492	\$4,799	\$5,124	\$6,132	\$6,316	\$6,505	\$6,700
Asst (#2) Varsity Football	\$3,826	\$4,151	\$4,492	\$4,799	\$5,124	\$6,132	\$6,316	\$6,505	\$6,700
Head Track - Indoor (Men & Women)	\$3,826	\$4,151	\$4,492	\$4,799	\$5,124	\$6,132	\$6,316	\$6,505	\$6,700
Head Varsity Ice Hockey	\$3,826	\$4,151	\$4,492	\$4,799	\$5,124	\$6,132	\$6,316	\$6,505	\$6,700
Head Varsity Swimming (Men & Women)	\$4,202	\$4,558	\$4,934	\$5,272	\$5,628	\$6,735	\$6,937	\$7,146	\$7,359
Head Varsity Basketball (Men & Women)	\$4,328	\$4,695	\$5,081	\$5,429	\$5,796	\$6,936	\$7,144	\$7,358	\$7,579
Head Varsity Wrestling	\$4,328	\$4,695	\$5,081	\$5,429	\$5,796	\$6,936	\$7,144	\$7,358	\$7,579
Head Varsity Football	\$4,767	\$5,171	\$5,597	\$5,980	\$6,384	\$7,639	\$7,869	\$8,105	\$8,348

SCHEDULE C - School (Registered) Nurses

The integration of the School (Registered) Nurses (hereafter referred to as RNs) into the bargaining unit as of July 1, 1980, produced the need to distinguish certain aspects of their terms and conditions of employment from the provisions appearing in the contract having application to teachers in the unit.

The parties have hereby designated Schedule C as a summary provision which embodies and defines such distinctions and, in applying RNs contractual terms and conditions of employment, must be read together with the contract document itself as a modification thereof. Provisions of the contract applying to teachers also apply to nurses unless otherwise stated in schedule C or specifically stated in the contract.

1. Article VI.3. – Full-time RNs’ regular workday is 7-1/2 hours, inclusive of a thirty (30) minute paid lunch period. Additionally, RNs employed after July 1, 1980, for less than twenty (20) hours per week are not eligible for fringe benefits hereunder.
2. Article VI.3.d.vi. – “Nurses” herein shall mean both RNs and School Nurse Teachers (SNTs).
3. Article VII.3. – Not applicable to RNs.
4. Article VII.5,6, 8, and 9. – Not applicable to RNs; provisions of Civil Service Law shall apply in matters relating to discipline, discharge and reduction in staff, and recall.
5. Article IX.2. – Not applicable to RNs.
6. Article IX.3. – Last sentence not applicable to RNs.
7. Article XI.1. – Not applicable to RNs insofar as “duties and responsibilities” are concerned.
8. Article XIV.1a. – Schedule A is not applicable to RNs, but a separate RN salary schedule shall become part of this Schedule C and is attached hereto and identified as Nurses’ Salary Schedule C.

2016-17

Effective July 1, 2016 a new nurses’ salary Schedule C will be created. The salary schedule will have a step 1 equal to the 2016-17 BA Step 1 found in Schedule A. Each additional step will increase by an additional 3% above the previous step. The new schedule C will have 18 steps. All existing nurses will be transferred to the new nurses salary schedule and be placed on the steps indicated in the MOA for the 2016-17 school year. Newly hired nurses to the district will be placed on the new scale according to district policies and procedures. Nurses will continue to be eligible for additional compensation for credit hours accrued beyond BA and MA.

2017-2018

Effective July 1, 2017 all eligible nurses shall increase a 1/2 step on nurses’ salary Schedule C.

2018-2019

Effective July 1, 2018, all eligible nurses shall increase 1 step on the nurses’ salary Schedule C.

2019-2020

Effective July 1, 2019 all eligible nurses shall increase ½ step on the nurses’ salary schedule C. In future years, nurses shall increase one full step on the nurses’ salary schedule.

- 9. Appendix A.8. – While the provisions do not apply to RNs, the parties intend that RNs shall be eligible to apply for summer employment in any health service function offered by the District at the applicable RN salary.
- 10. Schedule A – Not applicable to RNs, except Section 2.B, 2F and 4D.
- 11. The agreement to pay for graduate and undergraduate courses pursuant to sections “1” and “2” of Appendix “A” shall apply to school nurses. It is understood that any payments due shall be prospective only.
- 12. Annual salary as designated herein is for a 7-1/2 hour workday and a 184 day work year. In addition to their 184 day work -year, the nurses will be granted additional per diem employment to be used throughout the school year, July 1 – June 30 of each school year. The additional per diem employment will be allocated by building according to the chart below and may be used on an hourly basis. These days can be divided and utilized as the RN’s in each building see fit as long as they occur outside of the actual school day or school calendar with appropriate approval by the Nurse Coordinator and Director of Special Education Services. Such additional hours or days, will be verified through time sheet and paid as additional compensation.

<u>Schools</u>	<u>Days Allocated</u>
Eagle	5
Elsmere	3
Glenmont	4
Hamagrael	4
Slingerlands	5
Middle School	20
High School	20
Private Schools	3
District (Nurse Coordinator)	7

- 13. During the work year determined by the school calendar, RN’s will be granted substitute coverage to allow the RNs to be released from their regular duties and to fulfill their professional responsibilities. Examples of these responsibilities include, but are not limited to health screenings, sports physicals, immunizations, health plans etc. The number of days that substitute coverage will be provided are allocated for each building as listed below and will be scheduled in advance with the Nurse Coordinator. If additional days are needed, the RN will request days from the Director of Special Education, who will consult with the Nurse Coordinator.

<u>Schools</u>	<u>Days Allocated</u>
Eagle	6
Elsmere	4

Glenmont	4
Hamagrael	4
Slingerlands	6
Middle School	8
High School	8

14. See Nurses' Salary Schedule C.

Nurses' Salary Schedule C

Nurses Salary Schedule C	
Effective 7/1/16	
Step	Salary
1	\$44,800
2	\$46,144
3	\$47,528
4	\$48,954
5	\$50,423
6	\$51,935
7	\$53,494
8	\$55,098
9	\$56,751
10	\$58,454
11	\$60,207
12	\$62,014
13	\$63,874
14	\$65,790
15	\$67,764
16	\$69,797
17	\$71,891
18	\$74,048

SCHEDULE D - Teaching Assistants

The integration of Teaching Assistants (hereafter referred to as TA) into the bargaining unit as of July 1, 1983, produced the need to distinguish certain aspects of their terms and conditions of employment from the provisions appearing in the contract having application to teachers in the unit.

The parties have hereby designated Schedule D as a summary provision which embodies and defines such distinctions and, in applying TAs' contractual terms and conditions of employment, must be read together with the contract document itself as a modification thereof. Provisions of the contract applying to teachers also apply to TAs' unless otherwise stated in schedule D or specifically stated in the contract.

1. Article VI.3 – TAs' regular workday is 7-1/2 hours inclusive of a thirty (30) minute paid lunch period. Additionally, TAs employed after July 1, 1983, for less than twenty (20) hours per week are not eligible for fringe benefits hereunder.
2. Article VI.3. – Not applicable to TAs.
3. Article VII.3, .4. – Not applicable to TAs.
4. Article VII.8. – Not applicable to TAs.
5. Article X. – All leave entitlements hereunder will be based on the regular teacher year work schedule.
6. Article X.11, .12. – Not applicable to TAs.
7. Article XII. – Not applicable to TAs.
8. Article XIV.1a. – Schedule A is not applicable to TAs, but a separate salary schedule shall become part of this Schedule D is included in subsection 12 below. The raises for Schedules D will be implemented September 1st of each year.
9. Appendix A.8. – While the provisions do not apply to TAs, the parties intend that TAs shall be eligible to apply for summer employment in any function offered by the District at the applicable TA salary.
10. Schedules A, C and E – Not applicable to TAs, except Schedule A.4.D.
11. Appendix A – Not applicable to TAs with the exception of Appendix A.7., Professional Development Program.
12. i. Hourly salary for existing Teaching Assistants as designated below:

2016 – 2017	\$48.47
2017 – 2018	\$49.93
2018 – 2019	\$51.42
2019 – 2020	\$52.97

- ii. Newly hired Teaching Assistants will begin employment with an hourly salary of \$21.50 per hour for their first year of employment. Thereafter, effective July 1st of each year of employment an additional 3% will be added onto the previous years hourly salary rate.
13. Work year is normally the teacher work year plus additional days, as may be scheduled by the principal.

SCHEDULE E – Athletic Trainer / Wellness Coordinator

The creation of and integration of the Athletic Trainer / Wellness Coordinator position into the bargaining unit as of July 1, 2016, produced the need to distinguish certain aspects of their terms and conditions of employment from the provisions appearing in the contract having application to teachers in the unit.

The parties have hereby designated Schedule E as a summary provision which embodies and defines such distinctions and, in applying athletic trainer/wellness coordinators terms and conditions of employment, must be read together with the contract document itself as a modification thereof. Provisions of the contract applying to teachers also apply to athletic trainers/wellness coordinators unless otherwise stated in schedule E or specifically stated in the contract.

1. Full-time athletic trainers/wellness coordinators shall have a base work year of 184 Days. The regular workday is 7 ½ hours inclusive of a paid lunch. However, it is recognized that the scheduling of athletic practices and contests may make a set 7 ½ hour schedule impractical on some days. On days requiring more flexible scheduling, the athletic trainer/wellness coordinator will work in conjunction with the athletic director to establish a schedule that allows for proper coverage of athletic practices and contests that averages 37.5 hours per week.
2. Annual salary as designated herein is for a 7-1/2 184 day work year. In addition to their 184 day work year, the athletic trainers/wellness coordinators will be granted additional per diem employment to be used throughout the school year, July 1 – June 30 of each school year. The additional per diem employment will be 30 days and may be used on an hourly basis. These days can be utilized as the athletic trainers/wellness coordinators see fit as long as they occur outside of the actual work day or school calendar with appropriate approval by the Athletic Director.
3. The athletic trainers/wellness coordinators shall be supervised by the athletic director.
4. The base yearly starting salary of the athletic trainers/wellness coordinators shall be \$37,500. Following each full year of employment, the athletic trainers/wellness coordinators shall have their salary from the previous year increased by an additional 3%. This increase shall be implemented July 1st of each year.
5. Article VII.3. – Not applicable to athletic trainers/wellness coordinators.
6. Article VII.5,6, 8, and 9. – Not applicable to athletic trainers/wellness coordinators; provisions of Civil Service Law shall apply in matters relating to discipline, discharge and reduction in staff, and recall.
7. Article IX.2. – Not applicable to athletic trainers/wellness coordinators.
8. Article IX.3. – Last sentence not applicable to athletic trainers/wellness coordinators.
9. Article XI.1. – Not applicable to athletic trainers/wellness coordinators insofar as “duties and responsibilities” are concerned.

10. Schedule A – Not applicable to athletic trainers/wellness coordinator, except Section 4D.
11. The agreement to pay for graduate and undergraduate courses pursuant to sections “1” and “2” of Appendix “A” shall apply to athletic trainers/wellness coordinators. It is understood that any payments due shall be prospective only.
12. It is understood by the parties that the athletic trainers/wellness coordinator position is a new position and may require additional clarifications and distinctions beyond Schedule E. In these cases, these clarifications and distinctions shall be mutually agreed upon in writing between the Association and the District.

APPENDIX A

The Professional Advancement Committee is established to make recommendations to the Board of Education on (1) workshop courses and professional activities (engaged in while in the employment of the Bethlehem Central Board of Education) which do not carry academic credit, but which should be recognized for salary purposes, (2) the granting of professional leaves of absence and (3) other matters relating to professional advancement referred to it by the Board of Education or Bethlehem Central Teachers Association.

1. Graduate Credit

- A. Unit personnel with a baccalaureate degree or master's degree who complete approved graduate courses in accredited colleges or activities which are qualified for salary adjustment will receive a salary increase of \$32.50 for each credit earned; part-time teachers will have the base salary and the payment for graduate credits pro-rated in accordance with the percentage of teaching responsibilities assigned. Effective July 1, 1986, approval will only be granted for credits directly related to the teacher's assignment(s) and responsibilities in the District or for credits directly related to school administrator certification. In those cases where eligibility is unclear, the final determination of eligibility will be made by the Professional Advancement Committee (PAC).
- B. A ceiling of sixty (60) hours beyond either the baccalaureate or master's degree is placed on the number of graduate credits for which salary increases will be made.

2. Undergraduate Courses

Undergraduate hours shall be considered for the purposes of salary adjustment. In order to have such salary adjustment made, the teacher must:

- A. Outline clearly the reason for taking an undergraduate course;
- B. Demonstrate that this undergraduate course improves his competence in his teaching field, or that this course is in a field which will be of use to the curriculum of the school district;
- C. Receive approval of this committee for salary adjustment for this work;
- D. Receive approval of the Board of Education for salary adjustment for his work.

3. Workshop Courses and Courses Taken Outside School District

- A. Such courses awarding credit shall be accorded salary adjustment under the above regulations for undergraduate courses.

- B. The occasional workshop or course sponsored by another school or agency that does not assign credit to its program shall be considered for salary adjustment under the following conditions:
 - i. Submission of a course description to this committee together with an application for salary adjustment.
 - ii. Approval of this application must be granted by the committee. The committee will ask the workshop organizer to evaluate its program and to assign a course credit, or will request the advice of a qualified agency in helping it assign to the workshop program a proper amount of credit. Some considerations that must be made in setting up such a course are:
 - a. A 15-class hour minimum;
 - b. Meetings outside school time;
 - c. Qualifications of the instructor;
 - d. Requirements made on participants;
 - e. Comparability to a university level course;
 - f. Statement verifying satisfactory completion of the workshop course.
 - iii. Approval of the Board of Education.

4. **In-service Courses (Bethlehem Central School District)**

In-service courses given priority approval by the Board of Education upon recommendation of the Professional Advancement Committee shall qualify for salary adjustment. Some considerations that must be made in setting up such a course are:

- A. A 15 class hour minimum;
- B. Meetings outside school time;
- C. Qualifications of the instructor;
- D. Requirements made on participants;
- E. Comparability to a university level course;
- F. Statement verifying satisfactory completion of the in-service course.

5. Independent (e.g., Writing, Curriculum, Planning, Independent Study)

Under limited conditions, independent study may result in salary adjustment. The following conditions must be met:

- A. Structuring of the program:
 - i. Presentation of the project to the immediate supervisor or administrator qualified to evaluate the project.
 - ii. Documentation of the project including:
 - a. Applicability to the school program;
 - b. Purpose;
 - c. Intended results and proposed steps to carry it out;
 - d. Length of time needed for project;
 - e. Benefits to the school district to be derived from project.
 - iii. Evaluation of results must be submitted to the appropriate administrator to determine whether results meet the above stated objectives.
 - iv. Such a project must receive the approval of this committee and the Board of Education (in that order) for salary adjustment.

6. Procedure for Remuneration

- A. Evidence of completed work, accompanying applications for salary adjustment shall be submitted:
 - i. By October 1 for work completed during the previous second semester and summer semester; and
 - ii. By March 1 for work completed during the first semester.
- B. Applications for salary adjustments should be submitted to the Office of the Superintendent on the standard form provided by the Superintendent's office.
- C. If the deadlines are not adhered to, applications for salary adjustment will not be considered until the next recognized deadline and no payment will be given retroactively.

7. Professional Development Program

Effective for the 2016-2017 school year and thereafter, the Professional Development Program is an optional program which will award a one-time payment at the end of the school year for completion of district sponsored and approved staff development. The one-time payment will be a maximum payment of \$382.50 to be paid at the end of the school year at the rate of \$22.50 per clock hour for completion of a minimum of five (5) clock hours of staff development and a maximum of seventeen (17) clock hours of staff development. Teachers who provide in-district training are eligible for an additional ten (10) clock hours of compensation at the hourly rate listed above with a maximum number of clock hours of twenty-seven (27) and a maximum compensation of \$607.50.

The Professional Development Program is in addition to the present salary adjustment (approved graduate credit hours) after advanced study provided herein which will be retained. To be eligible for the Professional Development Program, the staff development offering must be taken outside of the school day and any costs incurred will be paid by the teacher. Courses taken for college and university credit are not eligible for the Professional Development Program credit.

The Professional Advancement Committee will serve as the decision making body to approve staff development clock hours, including those offered within the district or outside of the district.

8. Extended Professional Employment Policy.

1. The staff will be involved in reviewing policies and programs for extended professional employment.
2. The daily rate for extended professional employment shall be \$230.00 effective July 1, 2016.
3. Extended professional employment shall be contingent upon available funds.
4. Procedure
 - i. Proposals for extended professional employment will be announced by the Superintendent or his designee to the entire staff by May 1.
 - ii. Notification of appointment for extended professional employment will be given to an applicant by the Department Supervisor or Building Principal by June 1.
 - iii. Each announcement or notification of appointment for extended professional employment shall include a statement that such appointment will be contingent upon available funds.
 - iv. Properly certified and qualified teachers currently employed by the District shall receive first consideration for any available position.

9. Policy Regarding Salary Adjustments after Advanced Study

- A. A teacher completing graduate hours, an additional degree, or credit courses and workshops for professional advancement which qualify him for a higher salary, will notify the Superintendent

of Schools by October 1 or March 1 by completing the prescribed form and attaching an official transcript or grade report.

- B. The salary increases are to become effective at the beginning of the semester following the earning of the credits.
- C A teacher who has taken courses and workshops for professional advancement which do not carry academic credit may submit an application for a credit review of the Professional Advancement Committee. Teachers will be paid \$32.50 for each credit hour earned.
- D Salary adjustments made on the October deadline will be effective as of September 1.
- E. Salary adjustments made on the March 1 deadline will be effective as of February 1 and will consist of a prorated amount of the additional salary increment; proportioned to the amount of the school year remaining after February 1.

**APPENDIX B
BCTA DOMESTIC PARTNERSHIP AFFIDAVIT**

I. Declaration

Name of BCTA Unit Member Employee: _____

Name of Domestic Partner: _____

II. Criteria

The undersigned employee and domestic partner, being of sound mind, having been duly sworn (or making affirmation) under law, hereby state the following:

1. The undersigned employee and domestic partner have a exclusive mutual commitment to share responsibility for each other's welfare and financial obligations and that this commitment is of at least two years' duration prior to the date of this affidavit and is expected to continue indefinitely.
2. That the undersigned employee and domestic partner share a single permanent residence (attach one copy of evidence such as a driver's license and deed or lease).
3. Neither of us is married to another person.
4. We are at least eighteen (18) years old and mentally competent to consent to this contract.
5. We are not related by blood to a degree of closeness, which would prohibit legal marriage in the state in which we legally reside.
6. That the undersigned employee and domestic partner are financially interdependent as demonstrated by at least three (3) of the following (check all that apply).

_____ A contractual commitment for such financial responsibility;

_____ Joint ownership of significant assets such as bank accounts, investment accounts, motor vehicles;

_____ Designation of power of attorney for durable property and /or health care;

_____ Designation of Domestic Partner as sole beneficiary for life insurance or retirement benefits;

_____ Common ownership of real estate or common leasehold interest in property;

_____ Execution of Will naming each other as executor and/or beneficiary.

7. The information in this affidavit has been provided to the School District benefits department solely for the purpose of determining benefit eligibility.

8. That the undersigned employee and domestic partner (check one):

_____ have filed a domestic partner declaration with the
City/County/Borough of _____

_____ do not reside in a jurisdiction which provides for the registration
of domestic partnership declarations.

9. That neither the undersigned member nor domestic partner would be able to affirm questions 1 through 9 above with respect to any person except the other.

III. Acknowledgments

By signing this Statement, I declare and acknowledge my understanding and agreement that:

1. Qualified domestic partners are subject to the same plan guidelines which govern all other participants in the benefit programs. The plan documents and the insurance contracts govern all questions of coverage.

2. The School District reserves the right to request proof that a domestic partner meets the joint residency and financial interdependence eligibility criteria and agree to provide the School District with supporting documents if requested to do so.

3. The Internal Revenue Service currently treats as imputed income the value of the medical and/or dental coverage provided to domestic partners minus any contribution paid by the employee for this coverage (unless the domestic partner meets the Internal Revenue Code definition of dependent).

4. By registering my domestic partnership with the School District, my domestic partner may be eligible as a dependent for purposes of the Family and Medical Leave Act of 1993.

5. All rights and privileges given to married couples by contract will be granted to us as domestic partners, except as to the domestic partner's dependents.

6. If there is any change of circumstances attested to in this affidavit or dissolution of the partnership, the School District benefit department will be notified within thirty (30) days. A written Statement of Termination of domestic partnership shall be filed with a copy sent to the other domestic partner.

7. After termination of a domestic partnership, another affidavit of domestic partnership cannot be filed for a minimum of six (6) months.

8. That neither the undersigned member nor domestic partner has executed or filed a declaration or affidavit of domestic partner status with any other person within the past twenty-four (24) months.

9. We affirm that we will immediately inform the School District of any change in circumstance or if any of the above criteria or acknowledgments are no longer valid or applicable to our relationship.

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument..

Notary Public – State of New York

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