

**Agreement Between the
Superintendent of Schools of the
Burnt Hills – Ballston Lake Central Schools**

And the

Burnt Hills – Ballston Lake Teachers Association

**For the Period
July 1, 2024 through June 30, 2026**

TABLE OF CONTENTS

Article 1 Definitions	
Section 1 – Unit	4
Section 2 – Professionals	4
Section 3 – Elementary	4
Section 4 – Secondary	4
Article 2 Release Time	4
Article 3 New, Vacant, Leave and Transfer Positions	4-5
Article 4 Aides and Teaching Assistants	6
Article 5 Temporary and Part-time Professionalism	
Section 1 – Temporary Professionals	6
Section 2 – Part-Time Professionals	6
Section 3 – Notification	6
Article 6 Substitutes	7
Article 7 Professional Travel, Conference, Attendance and Visitation Days	7-8
Article 8 Calendar	
Section 1 - School Day and Instructional Day	9-11
Section 2 - School Year	12-13
Article 9 District Liability	13
Article 10 District Policy	13
Article 11 New Personnel Orientation	14
Article 12 The Association	
Section 1 - Association Rights	14-15
Section 2 - Association Responsibilities	16
Article 13 Publications	16
Article 14 Annual Professional Performance Review	16-17
Article 15 Seniority	17-18
Article 16 Shared Decision Making	18
Article 17 Distance Learning Committee	18-19
Article 18 Councils	
Section 1 - Professional Council	20
Section 2 - School Discussion Groups	20
Section 3 - School Building Councils	20-23
Section 4 - District Communications Council	23
Section 5 - Coaching Council	23-24
Section 6 - Economics Committee	24
Article 19 Grievance Procedure	24-27
Article 20 Professional Rights and Responsibilities	
Section 1 - Rights	27-28
Section 2 - Responsibilities	29
Article 21 Leaves	
Section 1 - Leaves of Necessity	29-32
Section 2 - Leave for Professional Growth	32
Section 3 - Leave for Professional Involvement	32

Section 4 - Leave for Legal Matters	32
Section 5 - Sabbatical Leave of Absence	32-33
Section 6 - Leave for Anticipated Long-Term Disability	34
Section 7 - Leave for Family Care	34
Section 8 - Family and Medical Leave Act	34
Section 9 - Leave for Rest, Travel or Other Work	34-35
Section 10 -Leave Notifications	35
Section 11 -Leave for Military Service	35
Article 22 Professional Compensation	
Section 1 - Salary Schedule and Longevity	36
Section 2 - Salary Differentials	36-38
Section 3 - Psychologists Salary Schedule	38
Section 4 - Coaching Salaries	38-40
Section 5 - Extra-Curricular Compensation	41
Section 6 - Summer Curriculum Work	41
Section 7 - Other Salary Provisions	41-43
Section 8 - Payroll Preparation	43
Section 9 - Property Insurance	44
Section 10 -Health and Dental Insurance	44-46
Section 11 -Retirement	46-47
Article 23 Assessment, Observation, Discipline & Dismissal	
Section 1 - Assessment and Observation	47
Section 2 - Dismissal	47-48
Section 3 - Licensed Professionals	48
Section 4 - Security Cameras	48
Article 24 Memoranda of Procedural Agreements	48
Article 25 Civil Service Law	49
Article 26 Duration of Agreement	49
Appendix A – Salary Schedules	51-52
Appendix B – Extra Curricular Compensation	53-57
Appendix C – Co-Curricular Compensations	57
Appendix D – Coaching Point Values 2024-2026	58-59
Appendix E – Maximum Summer Days	60
Appendix F – Pro-Rated Appointments	61-62

ARTICLE 1 DEFINITIONS

Section 1 Unit

The Board of Education hereby recognizes the Burnt Hills-Ballston Lake Teachers Association as the exclusive bargaining agent, pursuant to Article 14 of the Civil Service Law, as amended, for a unit consisting of all certificated professionals, occupational therapists, physical therapists, except full time administrators, daily substitutes, teaching assistants, and positions requiring both professional and supervisory/administrator certificates unless such positions include at least half time teaching responsibility or more than two classes for secondary positions.

Section 2 Professionals

The term professional as used in this agreement is defined as referring to those people represented by the bargaining unit as defined in Section 1.

Section 3 Elementary

The term elementary as used in this agreement shall refer to Grades K-5.

Section 4 Secondary

The term secondary as used in this agreement shall refer to Grades 6-12.

ARTICLE 2 RELEASE TIME

The program to release professionals from regular duty for short term resolution of immediate problems and to engage in professional development activities which become available at short notice will be administered in the following manner:

- A. Release time requests will be processed at the appropriate level as determined by the type of building or department supervisory structure.

Teacher

District Department Head

Principal

Assistant Superintendent for Instruction

- B. Because the program is designed to meet immediate needs, there should be no extended time lapse between request and approval.
- C. Final approval will be determined by the Assistant Superintendent for Instruction. If the request for released time is denied, the Assistant Superintendent for Instruction will notify the professional, in writing, of the reasons for denial.
- D. The professional will provide a written description of the release time activities to those named in (A) above.

ARTICLE 3 NEW, VACANT, LEAVE AND TRANSFER POSITIONS

- A. Definitions

- 1. The term "new position" as used in this agreement is limited to any full-time or part-time professional positions newly created by the Board of Education after July 1, 2014 that results in an increase in the total number of professional positions within a tenure area at

the time the position is newly created.

2. The term “vacant position” as used in this agreement is defined as any replacement position that becomes vacant as a result the death, resignation or termination of a professional currently employed by the District.
 3. The term “leave position” as used in this agreement is defined as any position left temporarily vacant as the result of a leave of absence for a specified period of time.
 4. The term “transfer position” as used in this agreement is defined as any position left vacant as a result of the transfer of a professional between elementary grade levels, buildings, or academic departments.
 5. The term “full-time” as used in this agreement is defined as referring to any position for which a professional is compensated at 100% of salary level in accord with the terms of this agreement.
 6. The term “part-time” as used in this agreement is defined as referring to any position for which a professional is compensated at less than 100% of salary level in accord with the terms of this agreement.
- B. Whenever a vacant, leave or transfer position is to be filled, posting will be sent to all professionals via District e-mail.
- C. The District shall post for 5 days all “full or part-time” positions. Additionally, such notices will be emailed to the Executive Board of the Association. No interviews will be conducted, except in emergency circumstances, until the notice is posed in each school for 5 days. No appointments will be made during the 5 day posting period except in an emergency. Exception will be made where an emergency situation requires that after posting interviews should be held and positions filled before the 5-day period expires.
- D. All professionals subject to this agreement interested in new, vacant, leave or transfer positions have the right to make application for said positions. Qualified professionals will be interviewed. Qualified professionals have the right to accept an appointment if so offered by the District. All applicants subject to this agreement who are interviewed will be notified in writing when an appointment is made.
- E. For any vacant positions requiring supervisory or administrative certification, a committee shall be established by the Superintendent to interview the most promising candidates as determined by the Superintendent or his designee. The Association President may appoint two members to such committee. All other professionals shall be appointed jointly by the Association President and the District. The final decision of which candidate is recommended for appointment to the Board of Education rests solely with the Superintendent.
- F. The District reserves the right to replace district employed physical therapists and occupational therapists with outside agencies that provide physical therapy or occupational therapy services whenever a current physical therapist or occupational therapist separates from service with the District.

ARTICLE 4 AIDES AND TEACHING ASSISTANTS

- A. Aides and teaching assistants will be replaced by aides or teaching assistant substitutes during an absence providing that a suitable person qualified to take over the assignment is available. An active list of persons qualified to substitute in this area will be maintained by the Human Resource Office.
- B. Professionals who work directly with aides and/or teaching assistants will have opportunity to provide input to the Building Principal and the appropriate District Department Head, Department Head, or Central Administration designee responsible for the program into the needs and requirements of a program as it relates to that aide or teaching assistant.
- C. Professionals who work directly with aides and/or teaching assistants will have opportunity to provide input concerning the performance of specific job responsibilities to the supervisor or administrator responsible for evaluation of the aide or teaching assistant.

ARTICLE 5 TEMPORARY AND PART-TIME PROFESSIONALS

Section 1 Temporary Professionals

- A. Definition
The term “temporary professional” as used in this agreement is defined as referring to a professional appointed by the Board of Education as a replacement for a professional on an unpaid leave or to a part-time position, one that is other than probationary or tenured. Temporary professionals employed under this contract who are subsequently given full-time probationary appointments will have their temporary service pro-rated toward tenure as required by statute or decisions of the Commissioner of Education:
 - a. In addition, such temporary service will be credited to the professional for placement on the salary schedule.

Section 2 Part-Time Professionals

- A. Definition
The term “part-time” professional as used in this agreement is defined as referring to any professional compensated at less than 100% of salary level in accord with the terms of this agreement.

Part-time professionals employed under this contract who are subsequently given full-time, probationary appointments will have their part-time service prorated toward tenure as required by statute or decisions of the Commissioner of Education:

Part-time service will be used for placement on the salary schedule for service in the same tenure area in which a full time appointment takes place. Part-time professionals who have been employed on a basis of .2 time or more during consecutive years of service will move up one level on the salary schedule for each consecutive year of service

Section 3 Notification

Temporary and part-time professionals, while employed by the District, will be notified of all probationary, full-time positions that become available for which they qualify.

ARTICLE 6 SUBSTITUTES

- A. The administration has the responsibility of initiating, building, and maintaining a roster of approved substitute teachers.
- B. Each professional will prepare and have immediately available materials that a substitute professional would be able to quickly and efficiently use to perform required duties. Such materials would include a teaching schedule, daily lesson plans, student rosters, daily routines, and special schedules necessary to facilitate instruction with students, and also, a summary form for substitute's use to report the day's activities to the professional. In emergency situations and/or absences of longer than five days, the professional will be relieved of responsibility for daily lesson plans and clerical responsibilities such as data entry for attendance. Plans for absences longer than five days will be coordinated among the professional (when able), the substitute professional, the building principal and/or the appropriate District Department Head and will include unit outlines from the professional when possible.
- C. In a substitute teaching situation requiring particular skills and/or abilities, the regular professional should make known these needs to the principal. In such a situation the principal may decide to request a particular person to fill the position through the Human Resources Office. Substitute teachers specifically requested for self-contained special education programs shall not be pulled from that assignment to cover other absences in the building.
- D. For extended absences involving a non-teaching professional (school counselor, psychologist, social workers, occupational therapist, and physical therapist) the District agrees to consult with non-teaching members of the Association about the needs for a substitute and then agrees to make every effort to address the needs presented.
- E. In the event a school counselor/social worker is absent for more than five (5) days and the building principal assigns another school counselor/social worker to assume the duties of the absent school counselor/social worker, the assigned school counselor/social worker shall be paid the certified substitute rate for the day in addition to their per diem compensation. If more than one school counselor/social worker is assigned by the building principal the compensation will be split evenly.

ARTICLE 7 PROFESSIONAL TRAVEL, CONFERENCE ATTENDANCE AND VISITATION DAYS

The Board, Administration, and Teachers Association acknowledge the value of professional travel, conference attendance, and visitation days both for the professional and the District. The opportunity to participate in such activities shall be open to all professionals covered by this agreement within the limits of district policy and available funds. To insure equitable distribution of appropriations for such activities:

- A. Elementary and secondary professional conference travel funds shall be pro-rated among the schools in the district on the basis of the number of professionals assigned to each school.
- B. The building staff development representatives in each school together with the building principal shall establish by October 1, a rationale for allocation of these funds.

- C. All requests for participation in such activities must be made through the building principal to the Assistant Superintendent for Instruction on a form provided by the District;
- D. The Assistant Superintendent for Instruction will approve or deny such requests.
- E. Upon the recommendation of the Assistant Superintendent for Instruction, the District will pay for travel expenses incurred by professionals holding office in state or national professional organizations for participation in programs at state or national meetings for no more than three consecutive years. Payment for such expenses will be within the limit established for travel.
- F. Visitation provides opportunities for professionals to observe other professional programs. All visitations must be desirable from a District standpoint. Upon recommendation of the Assistant Superintendent for Instruction, professionals will be afforded such visitations.
- G. Longer visitation, requiring overnight travel, may be approved when need is demonstrated within limits of District policy and available funds.
- H. In special circumstances professionals will be allowed to attend conferences without loss of pay at their own expense with the permission of the Assistant Superintendent for Instruction.
- I. The District may not require a professional to attend a meeting and defray only part of the cost. No one will be required to attend a conference.
- J. When more than one district professional will be at a given conference and travel is by automobile, arrangements should be made to share the ride.
- K. Travel expenses include:
 - 1. Actual hotel bills,
 - 2. Actual cost of meals, excluding alcohol, including tips, not to exceed \$75 per day,
 - 3. Automobile expense at the rate per mile permitted by the IRS or plane, train or bus fare, Plane transportation expenses are limited to the maximum cost for coach fare,
 - 4. Registration fees, but not dues,
 - 5. Highway, bridge tolls and parking fees,
 - 6. Gratuities.

NOTE: All expenses must be substantiated by itemized receipts. Written explanation shall be provided when receipts are not itemized or unattainable.

- L. The classes of any professional attending a conference will be covered by a regular substitute or an approved student professional under administrative supervision. In particular situations pertaining to conference attendance, a professional may cover for another professional at the request of the department head and principal. However, compliance is not mandatory except in cases of emergency, and in such cases coverage by a professional would be temporary.

ARTICLE 8 CALENDAR

Section 1 School Day and Instructional Day

- A. The Superintendent of Schools and the Teachers Association acknowledge that professional responsibilities are required for the school day, instructional day, and for periods outside the school day, as defined herein. Professionals shall exercise their responsibilities within the school day. The schedule will be as follows:
- The School Day for Grades K-5 shall begin between the hours of 8:05am and 8:35am
 - i. The district shall communicate any change to the start of the instructional day from its current start time to the Association president by June 30th of each year.
 - ii.
 - School Day Length for Grades K-5: 7 hours, 10 minutes
 - The School Day for Grades 6-12 shall begin between the hours of 7:25 am and 7:55am
 - i. The district shall communicate any change to the start of the instructional day from its current start time to the Association president by June 30th of each year.
 - School Day Length for Grades 6-12: Monday, Tuesday, Wednesday, Thursday (7 hours, 40 minutes) Friday (6 hours, 38 minutes)
 - The instructional day schedule shall be inclusive of the school day and defined as follows:
 - i. Grades K-5: The instructional day shall be 6 hours, 15 minutes
 - ii. Grades 6-8: The instructional day shall be 6 hours, 36 minutes
 - iii. Grades 9-12: The instructional day shall be 6 hours, 35 minutes
 - iv. The actual hours of the instructional day shall be discussed each spring in building council

The parties agree that the Superintendent or designee, the association president or designee and a bargaining unit member will meet as needed to modify a unit members schedule when appropriate. Agreements between the District and TA members to modify schedules will be written and signed by all parties. This modification will not result in a total number of contact hours that exceeds the instructional day hourly limits of 6 hours and 35 minutes for grades 9-12, 6 hours and 36 minutes for grades 6-8, and 6 hours and 15 minutes for grades K-5. The total number of hours worked by the teacher will not exceed the school day hourly limit of 7 hours and 40 minutes consecutively for grades 6-12 and 7 hours and 10 minutes consecutively for grades K-5. All 3 (three) parties must agree to any modified schedule. Notification will occur according to Article 8 Section 2.

Among the professional responsibilities that may occur during the school day are such activities as curriculum enrichment, student makeup and remediation work, extra class activities, meeting with parents, and other activities related to non-instructional pupil supervision, such as faculty, departmental, and collaborative meetings.

Professionals are also expected to participate in activities which may extend beyond the school day. Among these activities are parent conferences and building and district faculty meetings. A maximum of two school nights per year may require evening attendance. Secondary professionals with multiple grade level responsibilities may be required to attend a third back to school night.

On days preceding a holiday, professionals may leave after the last student dismissal in the building to which they are assigned. There will be no activity buses scheduled on these days.

- B. All Elementary professionals, including special area professionals in art, music, physical education, and library, will be provided with a minimum of 180 minutes per week for purposes of planning during the instructional day as defined above except on those occasions when the instructional day or class schedule is disrupted by special events such as assemblies or field days. Efforts will be made to schedule such events so that such disruptions do not consistently affect the planning time of the same professionals. Classroom professionals of grades K, 1, 2, 3, 4 and 5 will be provided a minimum of 30 additional minutes per week for purposes of planning during the instructional day.

At least thirty minutes per day of this planning time will occur during the instructional day. This time will be provided to all elementary classroom professionals in a minimum of at least one thirty minute block per instructional day. All Elementary professionals will have a 30-minute duty-free lunch.

A professional who is unable to receive their planning time or scheduled lunch due to a student that is in crisis will be compensated for said time at the supervision rate established by the Board of Education.

- C. All High School professionals will have one personal planning period per day during the instructional day, except when prevented by a special event. Efforts will be made to schedule events so that such disruptions do not consistently affect the planning time of the same professionals. High School professionals, working in a block schedule, will have one personal planning block per day during the instructional day and a 30-minute duty-free lunch.

A professional who is unable to receive their planning time or scheduled lunch due to a student that is in crisis will be compensated for said time at the supervision rate established by the Board of Education.

- D. All Middle School professionals will have at least two personal planning periods per day of approximately 40 minutes each in addition to a 30-minute duty-free lunch. If teachers have three (3) planning periods built into their schedule in addition to a 30-minute lunch, one (1) of the three (3) planning periods will be scheduled as a team planning period up to three times per week at the discretion of the building principal.

A professional who is unable to receive their planning time or scheduled lunch due to a student that is in crisis will be compensated for said time at the supervision rate established by the Board of Education.

- E. All professionals must sign out with the main office prior to departure from the building during the school day and must sign in upon return.
- F. In cases of emergency, a professional may be requested by the building principal to temporarily substitute for another professional. An emergency should be “an immediate and unplanned absence”.

G. Professionals will be compensated at the rate of \$20 per half hour, or fraction thereof, when they are asked to cover during the instructional day in a situation when a substitute professional is requested by the school administration and the Human Resources Office cannot fill the request. Professionals will be compensated at the rate established by the Board of Education for supervision, or fraction thereof, when they are asked to cover outside of the instructional day or for a non-instructional position.

H. During the first semester, for grades K-5 the equivalent of four (4) half days will be provided for professionals to meet with parents for the purpose of conducting parent conferences. Ordinarily conferences are scheduled from 15-20 minutes per parent meeting. Specific time periods for each conference will be left to the determination of the professional within these guidelines

In the second semester, the equivalent of up to four (4) half days not scheduled for curriculum development will be used for kindergarten, and first grade parent conferences. Substitutes will be required for these days.

I. All professionals who teach in both secondary buildings and who are assigned either three or four preparations will be assigned non-instructional supervision in only one of the two buildings as follows:

1. Three preparations – Non-instructional supervision in only one building will total no more than 50% of what the professional's teaching load in that building would normally require. Example: If a professional works .5 time in the High School, his/her non-instructional supervision in only one building would be ¼ the daily non-instructional supervision normally required of a full time professional in that building.

2. Four preparations – There will be no non-instructional supervision in either building.

J. Professionals required to travel between buildings shall be provided 20 minutes of travel time exclusive of planning time as follows

Mileage required to travel between buildings in the discharge of responsibilities will be compensated at the rate per mile permitted by the IRS.

Traveling teachers shall have the right to convene a meeting in June with the building principals to whom they are assigned to discuss operational issues such as workspace, materials storage, AAP and daily scheduling. The traveling teacher shall have the right to bring a representative of the Association to this meeting.

K. Professionals required to work in more than one secondary building shall be required to attend at least one department meeting per month in each building and will be required to attend one monthly faculty meeting in the building in which they spend the greatest total work time.

L. Professionals who administer required District individual assessments will have substitute coverage provided.

Section 2 School Year

- A. The school year shall include a maximum of 186 working days between September 1 and June 30. These days include all district conference days, both before classes begin and during the school year. Professionals will not be required to work on days when the superintendent authorizes a district-wide closing. If an individual building is closed but the district remains open, professionals will be instructed by their principal either to report to another school building or to work from home, depending on the circumstances. In years when there are 0 or 1 district-wide closing during a school year, an additional day will be added to the Memorial Day Holiday weekend. However, it is understood that the school calendar shall include the number of pupil attendance days needed to assure maximum state aid for operating purposes, and if the number of snow days or other authorized school closings should require makeup days to assure maximum state aid, all professionals will be required to work on these makeup days without additional compensation beyond the annual salary provided by the terms of this agreement. Professionals who have not completed their required responsibilities at the end of the school year may be required to work beyond the 186 days, without additional compensation, if necessary, to complete responsibilities. If the Board of Regents, Commissioner of Education, or State Legislature require more than 186 working days, professionals will be compensated for each additional day beyond 186 at 1/200 th of their total annual salary per day.
- B. By May 15 the middle and high school building principals will publish a tentative schedule relative to meetings and other events for the subsequent year. At some mutually agreeable time prior to June 1, a meeting of the secondary principals and Professionals Association unit officers will be held to explore ideas and recommendations that would best serve the educational program of the building. Any building program of scheduling should be compatible with the district schedule.
- C. At some mutually agreeable time prior to June 1, the elementary principals and the Professionals Association unit officers will meet to explore ideas and recommendations pertaining to the following school year.
- D. Professionals will be notified in writing by May 15 concerning their programs for the coming school year, including the schools in which they will be assigned, the grades and/or subjects they will teach and any special or unusual classes they will have.

Professionals with classes involving students placed by the Local Committee on Special Education will be notified of assignment of these students by June 15.

It is recognized that, following May 15 and June 15, special circumstances may require changes. Where such changes are anticipated currently or in the subsequent year, individual professionals will have an opportunity to discuss changes of their programs with the principal prior to final determination of change.

During the summer or other vacation periods, it shall be the professional's responsibility to inform the principal where he/she may be contacted. If changes in program are anticipated, a letter will be sent to the professional at his/her specified temporary or permanent address. Six (6) calendar days following the date of mailing will be considered the appropriate time period for contacting the principal except immediately prior to the opening of schools when delays in locating a person may create a particular emergency relative to the opening of school.

- E. A day for all elementary professionals will be provided on the second Friday in June so elementary professionals can complete individual student records and folders. Elementary students will not attend school on this day. This day for elementary record preparation shall be included in the 186-day school year.
- F. There will be three (3) Superintendent Conference days during each school year. Two of the conference days will be scheduled at the beginning of the school year, with 6th and 9th grade orientations occurring on the second conference day. The third conference day may be held at any time during the school year. A fourth conference day may occur if agreed upon by the President of professional's association and the Superintendent of schools.

If student attendance is necessary on the last day of the school year to meet the 180-day attendance requirement, it will be an abbreviated session to comply with the Commissioner's specifications on the minimum number of pupil attendance minutes required per week.

ARTICLE 9 DISTRICT LIABILITY

The district will follow policies concerning district liability provisions of Education Law 3023 as amended and Education Law 3028 and 3028A.

ARTICLE 10 DISTRICT POLICY

- A. There will be an updated copy of the Board Policy Book online and Administrative Regulations will be updated as needed to the Executive Board of the Teachers Association.
- B. Faculty handbooks shall be updated by September 1 of each year.
- C. Professional personnel will be expected to adhere to and enforce district and building policies as stated in the appropriate handbooks.
- D. Maintenance of Standards

Prior to changes in district policy concerning compensation, length of day, current policy on class size, and other factors with influence professional's terms and conditions of employment, the President of the Teachers Association will be contacted and the Association will have opportunity to advise the Superintendent and the Board of Education, and make recommendations concerning such anticipated changes.

District policy is defined as those policies and regulations only that appear in the Board Policy Book.

ARTICLE 11 NEW PERSONNEL ORIENTATION

Professional personnel new to the school district may be required to meet for up to five (5) days prior to Labor Day in their first year in the district with the appropriate administrators for orientation to district and building policies, procedures, philosophy and goals. The Association President will be notified of the meetings and will have the right to send a representative who may jointly participate in the orientation and will also have one hour to meet with the new professional personnel. Such orientation of new personnel will be independent of any meetings of continuing personnel. New personnel in attendance at these orientation meetings will be compensated at the summer curriculum work salary rate.

ARTICLE 12 THE ASSOCIATION

Section 1 Association Rights

- A. Possession of cards: Possession of dues deduction authorization cards and membership lists for the Association will be restricted to the Superintendent or his designee for payroll purposes. Distribution of such cards or lists may not be made without the permission of the President of the Association.
- B. A member of the Association may elect to pay his professional dues by payroll deduction. Authorization for deduction shall be on forms approved by the Superintendent of Schools. Authorization for deductions shall be submitted to the Business Administrator within thirty (30) teaching days of the instructor's actual first day of teaching. A dues deduction authorization shall continue in effect until written revocation. Such revocation must be submitted to the business office at least 30 days prior to the effective date of termination of dues deduction.

The Association Treasurer shall be furnished current salary information for all professionals by the first of each month for the purpose of establishing dues deduction.

- C. The Board will allow the Association use of the facilities of the school district in accordance with the district policy in relation to use of facilities.
- D. The Executive Board of the Association shall be furnished with the following:
 - 1. Notification of initiation of dismissal, disciplinary action and non-recommendation for tenure involving a person represented by the bargaining unit, including but not limited to bargaining unit members' coaching and extra-curricular responsibilities;
 - 2. A copy of the posting of new, leave, vacant or transfer positions as per Article 3;
 - 3. A copy of proposed policy and administration regulation changes;
 - 4. Written notification of appointments by the Board of Education to positions represented by the bargaining unit.
- E. During orientation at the beginning of the school year, one hour will be provided for all professionals covered by this agreement for the purpose of contract interpretation by the Teachers Association. If an agreement has not been reached by the orientation date, the President of the Teachers Association and the Superintendent of Schools will mutually determine an hour for contract interpretation during a school day.

- F. The Executive Board of the Association shall be provided with tentative enrollment numbers and class size figures by June 15th and August 15th of each year. Concerns about this information may be discussed at building council or in a labor management meeting with the Superintendent of Schools.
- G. The Association President shall have available as necessary a total of fifty-seven (57) days per year for Association business. The President shall decide by whom the time will be used and will transmit such information to the Building Principals and the Assistant Superintendent for Instruction. Absence from work duties for such reason will require prior approval. The applicant may appeal a denial of the request to the Superintendent of Schools or his designee, who will respond in writing within 10 calendar days of such appeal.
- H. The Association President will be relieved of all non-instructional supervision including homeroom, detention, bus duty, cafeteria duty, and study hall duty. The Association President will have a .2 reduction of teaching time. The Teachers Association will compensate the District at .2 of the replacement teacher's salary.

In the event the Association President is an elementary school professional, substitute service will be provided by the District for up to and including an additional 50 (10) half days per year for Association business.

- I. In instances where the Chief Negotiator is an elementary professional he/she will be relieved of bus duty supervision. In instances where the Chief Negotiator is a secondary professional he/she will be relieved of homeroom supervision.
- J. Membership

1. Upon voluntary, individual written authorization by a teacher on a form authorized by the Association, the School District agrees after receipt of the authorization to deduct from the wages of each teacher who is or becomes a member of the Association, membership dues and to transfer the money directly into the TA bank account. . It is agreed that such deductions shall be in twenty (20) equal installments and commence with the first pay period in October and terminate with the twentieth check from then. The Association shall notify the Chief School Officer of the current rate of its dues.
2. The dues deduction authorization will be given by means of the form of the NYSUT quad-copy membership enrollment form, online registration form, or any future mutually agreed upon form.
3. In accordance with the terms of membership set forth on the membership enrollment form that has been individually signed and presented to the District, the District agrees to deduct an amount equal to the regular monthly dues uniformly applicable to members of the Association and its affiliates, and remit that amount to the Association, as long as the authorization is not revoked. Revocation of dues deduction authorization may only be done between the window period of Aug. 1-31. Each payroll period, the District will provide the Association Treasurer a breakdown of dues of deductions by member.
4. The School District agrees to transmit the total sum deducted to the Association within five (5) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.

Section 2 Association Responsibilities

It will be the responsibility of the building (unit) president to have consultation with, and approval of, the building principal concerning Teachers Association activities that would affect the normal operation and function within a school building. This in no way is intended to infringe on the private activities of the Association.

ARTICLE 13 PUBLICATIONS

- A. The Board of Education and the Association hereby agree that the District professionals not only have the right to submit their writings for publication but should be encouraged to do so. The parties agree that any such publication shall in no way include information specific to specific students that would be in violation of FERPA.
- B. Written material submitted for publication which does not refer to specific persons or programs within the activities of the school district are of no concern to the parties to this agreement.
- C. Written materials submitted for publication, the purpose of which is to authoritatively present information that represents or describes programs, curricula, and other activities within the jurisdiction of the school district, should be submitted to the Superintendent or his designee for approval. Such approval would not be required for publications which do not authoritatively describe activities of the school district, and which are constitutionally guaranteed rights of freedom of expression.
- D. Professionals have the right to publish any lesson sheets or other instructional materials they may develop in connection with their classroom duties. However, the Administration has the right to reproduce any such materials that are used in the district classroom and may circulate them freely within the school district with no compensation to the author or publisher beyond the professional's normal salary unless there is a written agreement to the contrary between the Superintendent and the author of the materials prior to their use in the classroom.

ARTICLE 14 ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

- A. The Burnt Hills-Ballston Lake Annual Professional Performance Review (APPR) Plan was adopted in 2012 and reviewed in 2014. The APPR Plan is based on the recommendations of the Annual Professional Performance Review Committee and as such can be amended by a committee action as described in C below. Evaluation of teachers shall be conducted in accordance with the "Burnt Hills-Ballston Lake Annual Professional Performance Review Plan". The Association and the District recognize the APPR Plan as the basis for the teacher evaluation and improvement process. Ensuring the completion of an Annual Professional Performance Review for each professional covered by this agreement in compliance with the Regulations of the Commissioner of Education and the Board of Education Policy is the responsibility of the building principal who will collaborate with the professional in the review process. Other administrators and supervisors (i.e. assistant principals and District Department Heads) may be involved in the APPR process.

B. The Association and the Superintendent of Schools recognize the importance of ongoing professional development. Professional development is the process of developing and sharing visions, goals, and commitments, then incorporating the generated ideas into professional practices.

The purposes of professional development are varied. Professional development may involve, but is not limited to:

- clarifying and integrating goals at all levels;
- updating or clarifying techniques of instructional delivery and class management;
- updating and clarifying student assessment requirements and techniques;
- developing effective collaborative techniques with other professionals, parents, and other school personnel;
- improving professional work climate.

The association and the Superintendent of Schools recognize that:

- professional development is multifaceted and will take many forms;
- no one program or activity will produce the desired professional outcomes for all professionals;
- for professional growth to be successful, it must be self-directed;
- for professional growth to be successful, it must be viewed as an important professional responsibility;
- for professional growth to be successful, it must be supported by the District with necessary time and funding. It is the responsibility of the district to provide staff development necessary for maintenance of certified professional status.

The Association and the Superintendent of Schools expect professional development to be an integral part of attaining the goals specified in a professional's APPR.

C. A committee to examine the APPR process will be established annually consisting of an equal number of representatives appointed by the President of the Teachers Association and the Superintendent of Schools. The impact of any change to the APPR process is a mandatory subject of negotiations.

D. When the district's professional development opportunities are not relevant to a professional's appointment, the professional may instead obtain professional development through teacher design provided prior approval has been given by both the building principal and the curriculum administrator.

ARTICLE 15 SENIORITY

A. If the Board of Education abolishes professional positions, attrition will be the first means of reducing the professional work force. When displacement is necessary, temporary professionals and/or part-time professionals in the tenure areas of abolished positions will be displaced first. Subsequent necessary displacement will take place within tenure areas as established by law and the rules of the Board of Regents.

The District will provide an updated copy of the professional seniority list on the first day of December of the regular school year to the entire membership via district email.

Displacement will be on the basis of total years of consecutive Burnt Hills-Ballston Lake service with those with the least service within their tenure area displaced first. If displacement occurs, displaced professionals will be given strong consideration for available jobs in other tenure areas for which they may be qualified.

ARTICLE 16 SHARED DECISION MAKING

- A. The Teachers Association and the Superintendent of Schools agree that Shared Decision Making is an essential element of the decision making process throughout the District and, therefore, will be based on the Shared Decision Making Guidelines. The Shared Decision Making Guidelines were adopted in 2005 and revised in 2007 based on the recommendations from the Shared Decision Making Guideline Committee and as such can only be amended by committee action as described in B below.
- B. If a committee to examine the Shared Decision Making process is established, the number of Teachers Association members serving on the committee will be determined based upon a mutual agreement by the Teachers Association President and the Superintendent of Schools. Changes to the Shared Decision Making Guidelines will only be adopted upon approval by the Superintendent of Schools based upon recommendations from the Shared Decision Making Guidelines Committee.
- C. The Shared Decision Making Guidelines Committee will follow the Shared Decision Making Guidelines.

ARTICLE 17 DISTANCE LEARNING

- A. The district is an active participant in a Distance Learning Network. Through this network, non-BHBL students may enroll in some BH-BL classes. A committee to examine and advise the operation of the Distance Learning Network will be established annually consisting of an equal number of representatives appointed by the President of the Teachers Association and the Superintendent of Schools. The committee will be co-chaired by the Superintendent, or designee, and the Association President, or designee. The committee is charged with developing a Distancing Learning Plan through a shared decision-making process. The plan should address operational aspects of the Distance Learning Program, including but not limited to: synchronous versus asynchronous delivery models, procedures for dealing with discipline of remote students, scheduling of courses, daily schedule, complaints or concerns arising from participating schools, training on use of equipment, attendance at remote schools, technology best practice, technology troubleshooting procedures, and professional development.
- B. The District Distance Learning Committee shall create and review annually a guiding principles document to reflect the instructional best practices of distance learning. Topics to be addressed in the guiding principles document could include but are not limited to creating common expectations related to student attendance, participation and behavior, the synching of schedules between multiple districts, the timeliness of adding and dropping students and the purchasing of supplies.

- C. The BHBLTA and the District agree that it is the intent of distance learning to enhance the program offerings available to students and provide BH-BL students with the opportunity to learn alongside students from other public schools.
1. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that might exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.
 2. The district agrees to discontinue receiving distance learning classes within a tenure area before initiating a lay-off within that tenure area.
- D. When professionals have a class or classes involving non-BH-BL students on the Distance Learning Network, the building principal will, by the end of the previous school year, meet with the professional, the department head and the Distance Learning Coordinator (DLC) to discuss such factors as the needs of the pupils, the instructional program, and the background and training of the professional involved as well as summer work day and technology training opportunities. The professional will not be assigned a class involving non-BH-BL students on the Distance Learning Network after June 30 of the previous school year unless by mutual agreement of the professional, the Teachers Association, and the Administration.
- E. Professionals shall receive a \$1,500 stipend for each year long distance learning class they teach or a \$750 stipend for each semester long distance learning class they teach. Professionals shall also be granted two (2) days of summer curriculum in the first year they host a particular distance learning course. These summer days will include any necessary training on Distance Learning equipment.
- F. Annually, one professional shall serve as the Distance Learning Coordinator (DLC) and act as the liaison between the District and the professionals hosting distance learning classes. The Distance Learning Coordinator shall be selected by the Teachers Association and shall receive a stipend of \$3,000 and will be granted three summer curriculum days. The Distance Learning Coordinator shall meet regularly with the building principal and/or other members of the administration to discuss the successes and challenges of the distance learning program. Any issues that require additional discussion will be referred to the Building Council.
- G. Classes involving non-BH-BL students on the Distance Learning Network shall be capped at 25 students unless the professional voluntarily agrees to a larger class size. Any communication discussing an increase in class size beyond the 25-student limit must include the Distance Learning Coordinator, the principal, the BHBLTA President and the Superintendent.

ARTICLE 18 COUNCILS

Section 1 Professional Council

- A. The Professional Council shall function as an informal discussion group to facilitate communication between the Association, the Administration, and the Board of Education.
- B. The Professional Council shall meet at mutually agreed upon times to discuss, isolate and define problems relating to the school system, and to maintain an informal dialogue between the Association, the Administration, and the Board of Education. The agenda will be mutually determined by the Superintendent and the Association President.
- C. Membership of the Council shall include six (6) members of the Association, the Superintendent and the Board of Education. Additional members of the Association and the Administration may attend whenever the purpose of the meeting would be enhanced by such attendance.

Section 2 School Discussion Groups

- A. There shall be in each school building an informal discussion group to facilitate communication between professionals and administrators. The agenda shall be mutually determined by the Association building president and the building principal.
- B. Membership on the School discussion group will be mutually determined by the Association building president and the building principal except that the Association may unilaterally appoint three representatives to the group.

Section 3 School Building Councils

- A. There shall be a school building council in each school building. The objective of this council shall be to improve the quality of education for all students by involving the whole school in sharing decision making responsibility with the Board of Education on matters related to curriculum and instruction that will impact an entire building. This entails working collaboratively and providing input to building and departmental administrators. The council may take the form of a building team, board, cabinet, etc. Members of the council will be selected, and their term of service determined, by their constituent groups in each building. Teaching professionals represented by the Professionals Association bargaining unit must constitute 50% of the voting council seats. Teachers Association members in each building will determine the number of professional seats by June 1 for the following year. Professional members in each elementary building will elect members for the following positions: District K-12 Curriculum Committee Representatives (CCRs) representing Language Arts, Math, Science, Social Studies and Health and Personal Development; District Staff Development Representative, Building Technology Coordinator, Special Education Coordinator and Health and Safety Coordinator. Elected members will automatically be placed on the School Council. At the beginning of each school year, the Association President will select one of the elementary CCRs from each department to act as co-chair of the Curriculum Committee with the K-12 Department Director. Community members, administrators, support staff personnel, and students, where appropriate, will also be included on the council.

- B. The building principal and the Teachers Association building president will act as co-coordinators for the school council. The council will determine its own ground rules and set its own meeting times and dates. All meetings will be open to the entire school community. Agendas for council meetings will be published three (3) days before each regularly scheduled meeting, and minutes posted as soon thereafter as possible. The school council will consider issues mutually agreed upon by its membership. Decisions are to be arrived at through consensus whenever possible. An impasse may be resolved by a 75% vote of the total council membership in support of a council decision. Council decisions must be made with the constraints of Education Law, Board of Education Policy and Administrative Regulations, union contracts, and budgetary limits established by the Board of Education.
- C. The school council shall undertake an annual planning process that includes, but is not limited to:
1. Using school performance information to improve student success;
 2. Setting building instructional goals consistent with identified building needs and District standards of excellence, Framework for Planning, and the BH-BL 21st Century Framework for Learning;
 3. Reviewing the organization and design of the instructional delivery system and student support services;
 4. Maintaining a direct relationship with the K-12 Curriculum Committees and the District Staff Development Committee;
 5. Accepting, reviewing and prioritizing requests for building level summer curriculum projects. Each building council will send a professional representative to a joint meeting with the Assistant Superintendent for Instruction to review all summer curriculum work requests;
 6. Evaluating student achievement in relation to the identified building goals and the District standards of excellence;
 7. Developing a long range building plan for achieving building goals and updating it annually;
 8. Monitoring the progress of the plan;
 9. Accepting responsibility for presenting the five-year plan to the Board of Education;
 10. Reporting the results to the school community.
- D. Professional representatives from elementary school councils to the K-12 Curriculum Committees and to the District Staff Development Committee will be selected from the professional members of the council by the professional members and the principal. District Staff Development Committee representatives at the secondary level will be elected by the professional members of each secondary school in accordance with the Teachers Association Constitution. Because the secondary schools are organized on a departmental basis, secondary K-12 Curriculum Committee representatives need not be school council members.
1. Each elementary school council will have a total of 25 days, payable at 1/200th of the annual salary of the professional working, for use in compensating professional members for discharging school council responsibilities on days when school is not in session. Allocation of these days will be determined by the professionals and co-chairs of the councils.

2. The Middle School council and the Senior High council will each have a total of 12 days, payable at 1/200th of the annual salary of the professional working, for use in compensating professional members for discharging school council responsibilities on days when school is not in session.
 3. If it is necessary to hold K-12 Curriculum Committee or District Staff Development Committee meetings during the instructional day, class coverage for council members who represent the council at K-12 Curriculum Committee or Staff Development Committee meetings during the instructional day will be provided consistently by the same qualified substitute whenever possible.
 4. A maximum of 120 hours of release time per year with substitute coverage will be provided to each school council representative in each elementary building who is responsible for maintaining a direct relationship with the K-12 Curriculum Committees (development, articulation, coordination, implementation and evaluation of a specific curricular area). A maximum of 18 hours may be used in any one month.
- E. There shall also be a district wide shared decision making committee devoted entirely to Special Education matters. The committee shall be comprised of the five Special Education Coordinators, the Director of Special Services, the Assistant Director of Special Services, an elementary building principal, a secondary building principal and a fifth administrator designated by the Superintendent, The Director of Special Services and a Special Education Coordinator selected by the President of the Association shall serve as co-chairs of the committee.
- F. The Teachers Association and the Superintendent of Schools agree that the following areas of the negotiated agreement can only be changed by collective bargaining:
1. Professional compensation,
 2. Grievance procedures,
 3. Assessment, observation, and dismissal procedures,
 4. Annual performance review procedures,
 5. Seniority.
- G. Waivers to other contract provisions may be granted for a period up to two years with a 2/3rds vote of approval by the building faculty and the approval of the Superintendent of Schools and the Teachers Association President. Requests for such waivers shall describe the council shared decision making process, the area of the contract to be waived, the nature of the waiver, and the rationale for seeking the waiver. Waivers may be extended for a period of one year by mutual agreement of the contracting parties.
- H. With regard to all of Article 18, Section 3, only matters of procedure (e.g. the percent of professional representation on school councils, the membership selection process, agenda publishing, contract waiver provisions, etc.) will be subject to the grievance procedures described in Article 19 of this agreement. Decisions or actions of the school councils may not be grieved.
- I. No loss of benefit shall result to any professional covered by this agreement because of any waiver of provisions of this contract. Jointly developed contract variations or practices shall not be used as the basis for claims of past practice.

- J. The parties agree that all decisions resulting in changes in individual school policies and procedures will be evaluated by the parties in terms of their impact on instruction, student learning and the atmosphere of the school for students.
- K. Various federal programs (Chapter 1, Chapter 2) and state programs (PSEN, CSE) require parental involvement in decision making. These programs are separate from the shared decision making plan described in Article 16, of this agreement and are not bound by the shared decision making process. Conflicts resulting from the interpretation of statute and/or regulations and the decision making of a school building will be referred to the Superintendent of Schools, who will determine the appropriate resolution process (e.g. administrative decision, district committee, Board of Education, etc.) after consultation with the bargaining unit presidents and the PTA Council President.

Section 4 District Communications Council

- A. The purpose of the Council is to share information and concerns about School Council matters. The Council will meet at least twice during each school year to hear reports from each School Council. Other agenda items will be determined by agreement of the Teachers Association President and the Superintendent of Schools. The agenda will be distributed to each member at least three school days before a meeting.
- B. The Council will include the co-coordinators of each School Building Council, the Teachers Association Executive Committee, the Superintendent of Schools and any other participants through mutual agreement.
- C. Council meeting dates and times will be determined by mutual agreement between the Teachers Association President and the Superintendent of Schools.
- D. Council members will serve as Chairperson and Recorder in rotation. The minutes of each meeting will be posted in each building as soon thereafter as possible.

Section 5 Coaching Council

- A. The District and the Association shall establish a Coaching Council. The Coaching Council shall be comprised of five (5) members chosen by the Association, the Athletic Director, High School Principal and Superintendent of Schools. The five members of the Association shall represent one fall coach, one winter coach, one spring coach, one boys coach and one girls coach.
- B. The Coaching Council shall meet at least once during each athletic season, with the ability to call additional meetings as needed. The Coaching Council shall discuss areas of mutual concern regarding the interscholastic athletic program. The District agrees to give members of the Athletic Council full access to information, with the exception of any information that is statutorily protected or in regards to a specific personnel matter.
- C. Annually, the Coaching Council shall develop a professional development plan for all coaches. The professional development plan may include either district sponsored professional development or coach-designed professional development.

- D. Annually, the Coaching Council shall conduct an evaluation of itself and make adjustments to the structure and scope of the Coaching Council as needed.
- E. Coaches who receive longevity payments are eligible to mentor individuals who are new to coaching for the district, specifically those individuals who are in their first or second year of coaching for the district. Coaches shall not be assigned to formally mentor more than one individual during a season where they are coaching and shall not be assigned to formally mentor more than two individuals in any season where they are not coaching. Nothing shall prevent coaches from informally mentoring individuals within their own program. Mentors are expected to attend the new coaches meeting for the season they are mentoring, regularly communicate (ie. conversations, emails, text messages, etc) with those individuals they are mentoring and observe matches and/or practices both formally and informally. At the end of the athletic season, the mentor shall submit a summary of the mentoring experience to the Athletic Director. Coaches who are assigned to mentor and who refuse the assignment shall not receive longevity payments for that school year.

Section 6 – Economic Committee

For the duration of the contract, the district and the Association agree to convene a committee to discuss and review economic factors that impact the parties during negotiations. The committee shall consist of members of the Association, members of the district administrative team and a member of the Board of Education. Topics which would be suitable for the committee to review and discuss would include but are not limited to tax revenue, the salary schedule, the school budget, personnel expenditures, the cost of health insurance and state aid.

ARTICLE 19 GRIEVANCE PROCEDURE

A. Purpose:

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedure for the satisfaction of grievances.

B. Definitions:

1. A "grievance" shall mean any claim by a member of the negotiating unit of a violation, misinterpretation or inequitable application of the terms of this agreement, or any policy or administrative regulation of the Board of Education.

"Policy" or "Administrative regulation" means those Board-adopted policies or regulations that appear in the Board Policy Book described in Article 10, Section A of this agreement. In addition, other grievances may be pursued according to the "Staff Relations Procedure". If a grievance under this procedure reaches Level 3 of this procedure, a hearing with the Board of Education will be provided if the grievant so desires. A grievance may be filed by an employee, a group of employees or the Association.

2. "Days" shall mean school days as designated on the current school calendar.

C. Procedure:

Level 1

A grievance will first be discussed with the aggrieved person's principal, with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or
2. Request the Association representative to accompany her/him, or
3. Request the Association representative to act in his/her behalf.

If the grievance is not resolved informally, the grievant shall present a written statement of grievance and the relief desired to the building principal.

Failure to present a written statement of grievance within thirty (30) days after the occurrence of the claimed grievable event shall result in a waiver of all rights involved.

Within ten (10) days of the presentation day of the written statement of grievance, the principal shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association and to the Superintendent of Schools.

Level 2

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, he/she may within ten (10) days file with the Superintendent an appeal in writing on forms supplied by the District requesting that the Superintendent to review the matter. Such appeal shall include, among other things, a copy of the grievance submitted at Level 1, a statement of why the determination of Level 1 was unsatisfactory, and the relief that the grieving party desires.

The Association also has the right to initiate a grievance at Level 2 for matters that involve multiple buildings or are otherwise outside the administrative oversight of a building principal.

The Superintendent or his designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within ten (10) days after the presentation of the appropriate appeal documents to the Assistant Superintendent for Instruction's office. Such meeting shall be an attempt to resolve the grievance. Either party may record the proceedings for its own use.

Within ten (10) days after such a meeting or meetings the Superintendent or his designee shall make a decision in writing, setting forth his reasons for such conclusion. A copy of such decision shall be given to the employee and the Association.

Only grievances which involve the interpretation of, or application of, or compliance with, specific provisions of this agreement may be pursued beyond Level 2 of this grievance procedure.

Level 3

If the Association is not satisfied with the disposition of his/her grievance at Level 2, and the alleged grievance claims a violation, misinterpretation or inequitable application of the terms of this agreement, the Association may within twenty (20) days file with the Assistant Superintendent for Instruction, an appeal in writing, on forms supplied by the district, requesting the grievance be submitted to arbitration. Such request shall include, among other things, a copy of the grievance as submitted at Level 1 and Level 2, a specification of what section of this agreement has been violated, a statement of why the determination on Level 2 was unsatisfactory, and the relief that the grieving party desires.

The parties agree to use the mutually agreed upon roster of arbitrators to hear grievances advanced to Level 3. The arbitration roster will be utilized on a rotating basis with the arbitrator being placed at the bottom of the rotation after deciding a grievance. Within twenty (20) days of filing a grievance to Level 3, the Superintendent and Association President will meet to review the arbitration roster and decide on how to secure the arbitrator.

The arbiter will have authority to hold hearings and make procedural rules. The aggrieved employee, the Association and the Superintendent and/or his representative shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request a written transcript of such hearings. The arbiter may request and obtain from the various parties all pertinent information not privileged by law, in their possession or control, and which is relevant to the issues raised by the grievance. All hearings held shall be closed sessions and no news release shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the Superintendent, and the Association, and shall set forth his/her findings of fact, reasoning's, conclusions and decisions on the issues submitted.

The arbiter shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which grant tenure. The arbiter shall have no power or authority to order the payment of punitive damages. The arbiter's decision shall be confined solely to the language and terms of this agreement. The decisions of the arbiter within the scope of his/her authority, as defined by this agreement, shall be final and binding upon all parties.

The expenses of the arbitration, including the arbiters fee, his/her expenses, a transcript of the hearings and the stenographic services will be shared equally by the Association and the District

In the event that the President of the Association and the Superintendent mutually agree that resolution of a grievance within the normal time limits in the grievance procedure would be significantly detrimental to the educational process or to the grievant, an emergency grievance may be filed directly with the Superintendent. A hearing on an emergency grievance will be provided within three (3) days. The Superintendent's decision on an emergency grievance shall be treated like a Level 2 decision which could be appealed in accordance with the procedure contained in Level 3.

- D. When it is necessary, pursuant to the Grievance Procedure for a building representative, member of the Professional Rights and Responsibilities Committee, or other representative designated by the Association to investigate the grievance or attend a grievance meeting or hearing during the school day, he/she will, upon agreement with his/her principal be released without loss of remuneration in order to participate in the foregoing activities. Any professional whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees such rights will not be abused.

ARTICLE 20 PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Section 1 Rights

- A. With the exception of those items regarding initial employment, a professional shall be notified whenever any written additions to his/her professional folder pertaining to professional performance have been made. The professional will affix his/her signature to these written additions verifying that he/she has read the statement. In the event that such professional does not sign such document within 10 school days following notification, the document shall be placed in the personnel file with a filing date noted. The professional has the right to have his/her response permanently affixed to any written addition.
- B. A professional's personnel file shall be open for inspection and/or copying by the individual professional or his/her designated representative at his/her request without the withdrawal of any item from these files as prescribed by law with exception of those items rendered confidential by statute.
- C. No professional shall suffer any professional disadvantage by reason of his membership in the Association or participation in its activities except as the law requires.
- D. Involuntary Transfers:
 - 1. When a change in a grade level or subject area within the building is necessary, the building principal will confer with the professional who may be affected and the department head, where applicable, to consider such factors as the needs of the pupils, the instructional program, and the professional, and the background, training and district seniority of the professional involved.
 - 2. When a transfer from one building to another is necessary, the building principal shall first seek a voluntary transfer. If there are no volunteers, the building principal in the sending school will confer with the professional who may be affected, the department head(s) where applicable, and any principal involved in an inter school transfer to consider such factors as the needs of the pupils, the instructional program, and the professional, and the background, training, and the district seniority of the professional involved, before issuing a written recommendation to the Superintendent of Schools regarding the transfer to another building. The professional being recommended for involuntary transfer may appeal the decision to the Superintendent of Schools. The Superintendent of Schools will have the final authority and responsibility for all inter school professional transfers. Professionals transferred to another building shall be entitled to two days of summer curriculum work.

3. All professionals transferred from one building to another as a direct result of the opening, reopening, or closing of a building or the transfer of an entire grade level will be interviewed by the Assistant Superintendent for Instruction to ascertain their interests and concerns.

The Assistant Superintendent for Instruction will make recommendations to the Superintendent based upon input from principals, the results of the interviews, seniority, and the best interests of the school district.

When the recommendations are made to the Superintendent, they will be released to the professionals involved and the Teachers Association President.

Any professional affected by such recommendations may appeal in writing to the Superintendent within ten (10) days of receipt of the recommendations. The Superintendent will interview all professionals submitting such appeals. Each individual who appeals and the Teachers Association President will be notified regarding the status of such appeals prior to announcement of final determination of transfer.

- F. Unless otherwise informed in writing, in advance, by the Assistant Superintendent for Instruction or the Superintendent of Schools, all members of the bargaining unit will have a reasonable assurance of continued employment following any period during which school is not in session.
- G. Any elementary school professional required to teach a combination class, defined as a general education classroom with more than one grade level, shall be guaranteed a minimum of two (2) days during the summer for organization and planning. A work day is defined as seven (7) hours exclusive of lunch. No professional will be required to teach a combination class for two consecutive years. The professional, however, may voluntarily elect such an assignment.
- H. The district shall make initial class rosters available to professionals at least one week prior to the start of the student instructional year. Professionals acknowledge that these rosters are subject to change.
- I. Each professional shall have available evidence of appropriate planning of current professional activities. Therefore, submission of lesson plans to the building office by the entire faculty of that building at one time would serve no useful purpose and will not be required. This does not preclude the prerogative of administration or supervisors to request lesson plans from individuals or departments. Written comment will be provided to the professional concerning plans submitted. A conference concerning the plans may be requested by either party for the purpose of improving instruction.
- J. School counselors and social workers shall not be assigned a duty in recognition that their schedule must remain flexible to assist with student needs. Likewise, a school counselor or social worker shall not turn down a student who is in need of assistance during their scheduled lunch or planning times.

Section 2 Responsibilities

- A. Conference and orientation days are an integral part of the school calendar schedule, and attendance is required for all professional's subject to this agreement. Unauthorized absence from participation in the total day program will necessitate deduction from the person's compensation at the rate of 1/200th salary for the total day.
- B. The building principal will have the prerogative of making assignments within the building to best utilize the background and skill of the staff.
- C. In the event of unusual or emergency circumstances that in the judgment of the building principal pose a threat to the security of the building or the safety of students and/or professionals, the principal will utilize the staff in a manner that will effectively deal with the unusual circumstances. Such utilization will not require action on the part of personnel that would best be the responsibility of public safety agencies.
- D. In the interest of providing each student as much continuity of instruction as possible, leaves without pay for vacation purposes during school days will be considered unprofessional.

ARTICLE 21 LEAVES

Section 1 Leaves of Necessity

- A. Compensated leave with pay for personal illness, illness in the family and death in the family shall be earned at the rate of two (2) days per month, except that newly employed professionals will begin in September of their first year of employment with ten (10) compensated leave days available and will begin earning two (2) days per month additional days in February of that initial school year. Total earned leave shall not exceed twenty (20) days per school year with unlimited accumulation. The District may request documentation from a physician for leaves of necessity that exceed five (5) or more consecutive school days.
- B. The following will be considered family:
 - 1. Husband, wife, children, step children and other members of the employee's immediate household,
 - 2. Father, mother, father-in-law, mother-in-law,
 - 3. Sister, brother, sister-in-law, brother-in-law, niece, nephew,
 - 4. Grandfather, grandmother, grandfather-in-law, grandmother-in-law,
 - 5. A person with whom the employee lived for a period of time as part of the household and to whom the employee looked as a parent-in-fact,
 - 6. Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law.

- C. In situations where critical illness in the family of an individual occurs more than once during a single year, the Superintendent may grant an additional four (4) days non-accumulative to that individual. Any additional time granted will be charged to the professional's accumulated sick leave. Professionals may use up to five (5) days of their necessity leave for each death in the family, not to exceed a total of twenty (20) days of their necessity leave in any single year. In situations that may require more than five (5) days leave per death, or more than twenty (20) days in any single school year, the Superintendent may grant additional non-accumulative leave time to that individual. Any additional time granted will be charged to the professional's accumulated sick leave.
- D. According to New York State law, staff are allowed to take up to a total of four (4) hours per year for blood donations or cancer screenings without being charged sick time.
- E. In any one year a maximum of three (3) days in addition to those described in Section 1A may be used for personal reasons. Absence from one's school assignment to work in another compensated situation is not acceptable use of personal days.

The use of a personal business day in any of the following circumstances will require a 12-hour advance notification to the Assistant Superintendent for Instruction or a central administration designee:

- the day before or after a holiday, vacation, or recess; and the day, or days, immediately preceding a leave of absence, resignation, or retirement.

In situations that require more than three (3) personal business days in any single school year, the Superintendent or his/her designee may grant or deny additional unpaid leave time to that individual.

The professional is responsible for keeping a record of personal day usage. Using more than three personal days in a given year without permission of the Superintendent or designee will result in a pay deduction.

All unused personal business days may be accumulated without limitation and added to the professional's accumulated unused sick leave.

Professionals who have children graduating from the district will not be charged personal time for attending their child's graduation ceremony.

F. Sick Leave Bank

1. The purpose of the sick leave bank is to provide sick leave for those participating members who have a prolonged, catastrophic or long term illness and/or injury and who have exhausted all their available personal sick leave. This benefit would not be available in a worker's compensation injury matter.
2. Effective July 1, 2002 all full time and part time (.5 time or more) professionals, except those filling a leave position, and those already enrolled shall contribute two (2) days on the effective date of employment. Such days become permanently part of the sick leave bank and cannot be withdrawn.

3. Future contributions will be required when the number of days in the bank is diminished to a number that equals the number of professional employees covered by this agreement. At that time, the Sick Leave Bank Committee will determine the rate of additional contributions not to exceed two (2) days per participant per year.
4. Eligibility to draw from the sick leave bank shall be limited to those participating members who:
 - a. Have exhausted their own personal sick leave.
 - b. Provide medical evidence of prolonged, catastrophic, or long term illness or injury acceptable to the Sick Leave Bank Committee.
 - c. Make application to the Sick Leave Bank Committee on the appropriate form.
5. The Sick Leave Bank Committee shall be composed of the President of the Professionals Association, or his/her designee, and the Superintendent of Schools, or his/her designee. The Committee may grant up to 30 sick leave days per application. All decisions to accept or reject an application shall be non-grievable.
6. If agreement on a grant is not achieved by the committee of two, or an applicant is dissatisfied with the decision of the Sick Leave Bank Committee, an appeal can be made by the applicant to a review board composed of two members appointed by the Superintendent of Schools, two members appointed by the President of the Teachers Association, and one additional member acceptable to both the Superintendent and the Teachers Association President. The decision of the review board shall be final, binding, and non-grievable.
7. The maximum number of days available to each participant who meets the criteria in Section 5 is limited to 360 days.
8. Each year during the month of June, the district agrees to credit one (1) sick day to the BHBLTA Sick Bank for each employee that was newly hired for that school year.
9. The District shall provide the Chief Negotiator with an accounting of the number of days in the Sick Leave Bank by September 30th of each year. The District agrees to provide the Association with an annual accounting of the BHBLTA Sick Leave Bank after the district has contributed its sick days as required by Section 3 of this Agreement. The annual accounting shall include the total number of days at the beginning of the year, the number of days added to the BHBLTA Sick Leave Bank by members of the Association, the number of days added to the BHBLTA Sick Leave Bank by the District and the number of days used by members of the Association.

G. Workers' Compensation

1. Whenever a school employee is absent from his/her employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment and receives Workers' Compensation payments for such absences, he/she will be paid the difference between the award and the employee's salary for a period up to a maximum of 12 calendar months of the person's disability.

2. In any absentee situation under consideration by Workers' Compensation, a person's sick leave bank will be charged, pending determination by the Compensation Board. If the person's disability is approved for compensation, sick days will be restored according to the following formula: Total Workers' Compensation Benefits divided by Average Daily Pay Rate = Sick Leave Days to be reimbursed.
3. A person approved for Workers' Compensation award will be permitted to participate in the Health, Dental and Prescription program on the normal shared basis with the District (80/20 Family, 90/10 Individual) up to a maximum of 12 calendar months from the beginning date of the award. If an individual continues on Workers' Compensation beyond 12 calendar months, the health insurance premium will be shared 50/50 during the remaining time of the award.

H. Professionals may request an accounting of the prior year's use of leave by September 30th of each year. Such requests shall be made to the district's payroll department.

Section 2 Leave for Professional Growth

Leave for professional growth during the summer for any professional who must leave the district prior to normal school closing to engage in such activity may be granted with the approval of the Superintendent of Schools. Requests for leave must be accompanied by explanation of why early dismissal is considered necessary and of value to the school district.

Section 3 Leave for Professional Involvement

A leave will be granted without pay to any officer of a professional association. Such leave will be used to enable that professional to discharge the duties and obligations of the office. Such leave may not exceed two (2) years. Upon return to the district, the professional will be advanced to the proper level and receive all level credits as though he/she had been continuously employed by the district.

Section 4 Leave for Legal Matters

- A. Temporary leaves with full pay will be granted to professionals when attendance is required at PERB hearings, court hearings, legislative hearings and other non-compensated legal processes providing such requirement is not the result of violation of Section 210 of the Civil Service Law. Professionals must use personal business days (Section 1) for personal legal business.
- B. Should a member of the professional staff be summoned for jury duty, the school district will continue to pay the professional's salary.

Section 5 Sabbatical Leave of Absence

- A. All permanently certified and full-time professional personnel who have served five (5) consecutive years in the Burnt Hills-Ballston Lake School System directly prior to the application for sabbatical leave may, upon the recommendation of the Superintendent of Schools and approval of the Board of Education, be granted a sabbatical leave for study, or other purposes, benefiting the school system and contributing to the professional growth of the recipient in the capacity in which he/she is employed.

- B. A sabbatical may be granted for a full year or a half year. Compensation will be granted at the rate of half-pay for a full-year leave or quarter-pay for a half-year. Payment to recipients will be pro-rated and will follow the regular payroll schedule during the leave of absence. Payments will be based upon the salary level the person would have been on during the leave for a regular professional assignment. When, as a result of the leave, any other additional compensation is received during the leave and the combination of such compensation and the sabbatical pay exceeds the regular professional salary the recipient would have received under normal employment that year, the sabbatical pay will be adjusted to that amount which represents the total of the regular professional salary for that year. Hours of college credit earned while on sabbatical leave will be credited for pay purposes in the same manner as college credit in the pay schedule.
- C. Application for sabbatical leave should be submitted to the Superintendent's office not later than March 1st preceding the year of the leave. The standard application form should be used and complete explanation provided on the application form concerning the following questions:
1. Purpose of request,
 2. Activities anticipated,
 3. Professional benefits to applicant,
 4. Educational benefits to the school district,
 5. Anticipated compensation beyond the sabbatical pay allowance.

An interview may be requested to provide further information concerning the request.

- D. Grants may be restricted in number per school (elementary) or curriculum area (secondary) as necessary in the judgment of the Superintendent.
- E. Any professional who is granted a sabbatical leave under this section shall be required to sign, prior to beginning the sabbatical leave, an agreement with the school district indicating the professional's intention to return to the District for two complete school years of employment following the termination of the sabbatical leave. This agreement will indicate further that in the event the professional does not complete two full years of school employment, the professional will reimburse the District the amount of the sabbatical leave payments, pro-rated for any fractional part of the two school years which the professional fails to complete. Payments under this agreement will begin no later than the 15th day of the third month following notification to the school district that the professional will not return for employment, or the 15th day of the third month following the professional's termination of employment with the school district within the required two-year period. The two-year obligation of this provision must be consecutive years, and all monies due the District by the professional must be repaid no later than five calendar years following the commencement of the repayment period. Payments made under this agreement will be no less than the total amount of the monies owed the District divided by 60 months. However, the professional shall have the right to make repayments over a shorter period of time. Monies repaid pursuant to this provision shall bear no interest, and shall represent the repayment of principal only.

Section 6 Leave for Anticipated Long-Term Disability

When a professional anticipates a disability absence from his/her work responsibilities for a period of at least four (4) consecutive weeks, he/she may elect to use his/her accumulated personal illness days with pay and he/she may choose to request a leave of absence without pay for up to a total of two (2) years.

If a professional chooses a disability leave of absence without pay, notice must be given to the Personnel Office before the leave is to begin. In those situations, where the disability is anticipated, the professional shall provide the District with a physician's statement confirming the nature and extent of the disability. This notification shall be provided on District forms at least ten (10) weeks prior to the commencement of the disability leave of absence, when possible. On a regular basis, the professional shall provide statements on district forms signed by the physician regarding the anticipated disability. Prior to the commencement of the disability leave, the professional's physician must submit a district form indicating the starting date of the leave.

Beginning on the first day of the leave, personal illness days may be used by the professional during the disability period. Additional statements during the term of the disability may be requested by the District. These statements, signed by the professional's physician on District forms, shall be submitted by the professional within ten (10) calendar days of the request.

Section 7 Leave for Family Care

Family care leave is defined as the time needed to care for a member of the immediate family. A professional may be granted a leave of absence for family care for a period of up to two years without pay. For probationary employees, the period of leave shall be an interruption of the probationary period. -When possible, a leave request or extension must be presented at least thirty (30) days before the beginning of the requested leave or extension and must indicate an ending date. Extension of a leave may be granted once during the academic year with prior approval of the Superintendent or designee.

Section 8 Family and Medical Leave Act

A professional requesting a leave will be entitled to all provisions of the Family and Medical Leave Act of 1993. For leaves which are covered by the Family Medical Leave Act and which are not currently covered by the language in Article 21, Section 1 of the collective bargaining agreement (e.g. adoption leave and parental bonding leave). Employees who take leave which is covered by the Family Medical Leave Act but not currently covered by the language in Article 21, Section 1 shall be paid one half (½) their daily rate of pay for each day that they use their accruals. The ability to utilize accruals and be paid one half (½) their daily rate is completely voluntary and shall cease once the absences are no longer covered by the Family Medical Leave Act.

Section 9 Leave for Rest, Travel or Other Work

The Board of Education upon the recommendation of the Superintendent of Schools may grant leaves of absence without pay for up to two years for rest, travel or for work in another area either inside or outside education. Such leave of absence may be considered only when such leave is recommended as in the best interests of the school district by the Superintendent of Schools.

A leave request must be presented at least thirty (30) days before the beginning of the requested leave and must indicate a termination date. The latest return date shall be no later than the beginning of the semester following the anniversary date of the leave.

Section 10 Leave Notifications

- A. The decision regarding a leave request will be communicated to the professional by the Assistant Superintendent for Instruction within seven (7) calendar days of the decision and/or School Board action.
- B. Professionals scheduled to return from leave at the beginning of the school year must notify the Personnel Office in writing by April 1 preceding the September return date concerning their intention to return. Professionals scheduled to return at the beginning of the second semester, if return during the school year has been approved, must notify the Personnel Office in writing by November 15 preceding the return date concerning their intention to return.

Section 11 Leave for Military Service

Military leave of absence will be granted upon presentation of military orders for active duty and a written request from the employee stating dates of required military service.

The BH-BL Board supports the responsibility of its employees to respond to military obligations. The Board of Education will provide the following salary and benefits to employees called up for active duty upon presentation of military orders to the Human Resource Office.

Medical Benefits: After 30 days, the district will not provide medical coverage, but will reimburse employee for military sponsored family insurance coverage, if needed, up to the amount negotiated for employer contribution to district family coverage for a period up to 150 days, unless additional days are authorized by the Board of Education. The employee must provide documentation indicating cost for family coverage.

Salary: Following 30 days or 22 work days of full salary per calendar year the district will pay the difference between the normal district salary and the military pay for a period up to 150 days, unless additional days are authorized by the Board of Education. The employee must provide documentation of military compensation.

Seniority: Staff member will continue to accrue seniority time during active duty.

Pay level: Staff member will move to the same salary level upon return as if she/he had been providing district service during activity duty.

Tenure: The time he/she is absent on military duty shall be credited as satisfactory service during such probationary period. If the end of such probationary service occurs while a professional is on military duty or within one year following the termination of such military duty, the period of such probationary service may be extended by the local board of education for a period not to exceed one year from the date of termination of such military duty.

Professionals shall also be permitted to take up to two (2) days per year without loss of pay or charge to any accumulated leave to attend military ceremonies related to their spouse's, child's or parent's service.

ARTICLE 22 PROFESSIONAL COMPENSATION

Section 1 Salary Schedule

Appendix A shows the salary schedule in its entirety. Each step of the salary schedule will be increased by \$1000 on July 1, 2024. Each step of the salary schedule will be increased by \$1000 on February 1, 2025. Each step of the salary schedule will be increased by \$1000 on July 1, 2025. Each step of the salary schedule will be increased by \$1000 on February 1, 2026. **See page 51-52.**

A. Longevity Allowance

A longevity allowance will be granted at the end of the 20th, 25th and 30th years of service for service as full-time probationary, part-time and full year leave professionals in the teachers' bargaining unit to the District by July 1 as follows:

After the 20th year of service, the professional receives \$1000 for years 21, 22, 23, 24, and 25. After the 25th year, the professional receives a total of \$3000 annually for years 26, 27, 28, and 29.. After the 29th year, the professional receives a total of \$5000 annually for each subsequent year of service.

Effective July 1, 2021, unpaid leave or other unpaid interruption of service greater than six consecutive months, shall not be used to accumulate service credit for longevity. Professionals who have breaks in service due to termination, resignation or retirement will not receive credit for prior service. Part-time professionals will be paid on a prorated basis if they are part-time professionals during the time of longevity payments.

B. At the time of initial employment by the District, placement of professionals on the salary schedule will be determined by the Board of Education upon the recommendation of the Superintendent of Schools.

Section 2 Salary Differentials

A. 2021-2024

District Department Heads	\$2958
Middle School Curriculum Coordinator	\$3000
Elementary Curriculum Committee Reps	\$1530
Special Education Coordinator	\$1530
Secondary Department Representative	\$1734
Mentor	\$612
Staff Development Representative	\$816
Building Technology Coordinator	\$3000
Health and Safety Coordinator	\$750

B. All of the above listed professionals who perform extra work beyond the regular professional calendar as defined in Article 8, Section 2 A, will be compensated at the daily rate of 1/200th of their annual salary.

- C. Department heads will be guaranteed one supervisory period per day.
- D. Responsibility for a decision to create, maintain, or abolish a department head position rests exclusively with the Board of Education. In the event that any District Department Head position compensated under this negotiated agreement becomes vacant during the ten-month school year and it is the decision of the Board of Education to fill the vacancy, a person within the department will be asked within thirty (30) days of the beginning of the vacancy to temporarily assume the supervision responsibilities until the position is filled permanently and will be paid on a pro-rata basis (1/200th of the first level of the District Department Head position compensated under this negotiated agreement responsibility compensation) for each day worked.

If any District Department Head Position compensated under this negotiated agreement is incapacitated in excess of thirty (30) school days during the ten-month school year, the same procedure would be followed to fill the vacancy temporarily during the regular head's continued absence.

- E. Elementary Curriculum Committee Representatives, Secondary Department Representatives, Staff Development Representatives, Middle School Curriculum Coordinators and District Department Heads:
 - 1. Elementary Curriculum Committee Representatives shall receive an annual pay differential of \$1530.
 - 2. Secondary Department Representatives shall receive an annual pay differential of \$1734. In addition, they will have a maximum of four class assignments and compensation for ten (10) days of summer work at the daily rate of 1/200th of their annual salary. The High School Science Department Representative will have a maximum of three class assignments and compensation for ten (10) days of summer work at the daily rate of 1/200th of their annual salary.
 - 3. One professional per elementary school and two middle school and two high school professionals representing their buildings on the District Staff Development Committee will be compensated \$816 annually. In addition, a maximum of four days per building of release time with substitute coverage will be provided. Staff Development Representatives, asked to work during the summer, will be compensated at the daily rate of 1/200th of their annual salary for each day of work.
 - 4. Middle School Curriculum Coordinators shall receive an annual pay differential of \$3000. In addition, they will have a maximum of 120 hours of release time per year, however, no more than 18 hours may be used per month. Middle School Curriculum Coordinators shall receive 10 summer days at 1/200th of their salary.
 - 5. In the event that the building principal is dissatisfied with the performance of the elected elementary curriculum committee representatives, secondary department representatives, staff development representatives, middle school curriculum coordinators and building technology coordinators, the principal may request a recall vote of the Association members for the position. The results of the recall vote will be final and binding. If the recall vote is affirmative, a new election will be held to find a replacement for the position.

F. Mentors

Mentors for new professionals will be required to work 1 1/2 days during the summer prior to service and receive a daily rate of 1/200th of their professional salary.

- G. School social workers assigned to provide clinical supervision shall be entitled to the mentor stipend for each social worker they provide clinical supervision for.
- H. Effective July 1, 2021, all special education teachers, related service providers and psychologists shall be entitled to two (2) days annually where they shall be released from their teaching responsibilities so that they can work on individual education plans.
- I. Each building shall elect a Building Health and Safety Coordinator (HSC) who will assist the building principal manage health and safety integration at each building and serve on building council. The HSC shall serve as the co-chair to the building health and safety committee and shall also sit on the district health and safety committee. Upon approval by the Superintendent or designee, the HSC may attend health and safety conferences without charge to leave accruals. The HSC may also be provided up to two (2) release days per year to attend professional development meetings with the Assistant Superintendent for Support Services, the Director of Facilities and the Custodial Supervisor. The HSC may also request summer curriculum days specifically for health and safety matters and if approved shall be paid at the summer curriculum rate.
- J. A school social worker who is employed by the District and who is also assigned to provide clinical supervision for a school social worker at one of the district's school buildings shall be entitled to the mentor stipend of \$612. A school social worker shall be entitled to a mentor stipend for each person they are assigned to provide clinical supervision for.

Section 3 Psychologists Salary Schedule

Effective July 1, 2021, school psychologists shall receive an annual \$3,000 salary differential.

Section 4 Coaching Salaries

- A. Coaching salaries are based on a point system that takes into account the responsibilities of each coaching position in relation to all other coaching positions. Underlying the point system is the premise that all sports are of equal value to the district, and coaching compensation should be based on the following responsibility factors: time, number of participants, equipment, safety, coordination of coaches, pressure, scouting, and management tasks.

B. Whenever a vacant coaching position is to be filled, notification will be sent to all professionals via District e-mail. The salary of each varsity coaching position is determined by multiplying the point value of each position times the following step schedule:

Step	2021-2024
1	\$84
2	\$87
3	\$89
4	\$94
5	\$116
6	\$134

C. The salary of each varsity assistant coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 80%.

D. The salary of each junior varsity coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 80%.

E. The salary of each junior varsity assistant coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 75%.

F. The salary of each ninth grade coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 75%. The salary of each seventh and eighth grade modified coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 70%.

G. The salary of each seventh, eighth and ninth grade modified assistant coaching position is determined by multiplying the point value of each varsity position times the coaching step schedule times 70%.

H. Each step corresponds to one year of coaching service at BH-BL. Initial placement on the coach's salary schedule may at the District's discretion give credit for prior coaching experience.

I. All authorized compensation listed above will be paid to the coach twice during the season, one-half at the pay period closest to the middle of the season and the remaining half at the pay period closest to the end of the season. Payment must be included with one or more paychecks. If a coach qualifies for post sectional compensation as defined in paragraph N of this section, such compensation will be paid following the conclusion of the post sectional competition. All responsibilities and obligations relating to the coaching assignment must be completed by the end of the season. A schedule of the pay dates will be provided to the Association President, Chief Negotiator and to the coaching staff at the pre-season meeting with the athletic director.

J. Responsibility factor points will be reevaluated in terms of actual time and responsibility involved if two or more coaching positions are filled simultaneously by one person. In such cases the individual coach and the district department chairman will develop mutually a revised responsibility factor point value and will submit the revision to the Superintendent before the combined appointment is approved. A copy will be submitted to the President of the Association.

K. Coaching Point Values – See Appendix D page 58-59

- L. Coaches of interscholastic athletic teams will be notified in writing no later than sixty (60) days prior to the third anniversary date of their coaching assignment if their services are to be discontinued. After that date they may not be removed from the position without a written statement of reasons which are relevant to the specific assignment. Third anniversary date is defined as three calendar years from the official date of approval by the Board of Education.
- M. If there are no qualified, professional applicants for any coaching position compensated under the terms of this negotiated agreement within thirty (30) days of the commencement of practice for the sports season, the District may assign any physical education professional employed by the school district to fill the coaching vacancy providing the professional is not assigned to coach at least two other sports during the school year. In case of hardship, a physical education professional may request to be excused from being assigned to fill a vacancy. Such a request shall be in writing to both the Superintendent of Schools and the Teachers Association President who will jointly decide whether or not to grant the request. This provision shall not apply to crew and ice hockey due to the unique nature of these assignments. No professional will be assigned involuntarily to a compensated coaching position in two consecutive years.
- N. In the event a team or individual qualifies for post-sectional competition, the varsity coach(es) of that team shall be compensated for post sectional time according to the following formula: The number of weeks (or fractional part thereof) of continuing post sectional coaching responsibility multiplied by $1/20^{\text{th}}$ of the regular seasonal coaching salary.
- O. Coaches who begin their tenth year of coaching through their fourteenth year of coaching shall be eligible for a longevity payment of \$750 for each sport that they coach, with a maximum of two longevity payments in any school year. Coaches who begin their fifteenth year of coaching through their nineteenth year of coaching shall be eligible for a longevity payment of \$1000 for each sport that they coach, with a maximum of two longevity payments in any school year. Coaches who begin their twentieth year of coaching through their twenty fourth year of coaching shall be eligible for a longevity payment of \$1500 for each sport that they coach, with a maximum of two longevity payments in any school year. Coaches who begin their twenty-fifth year of coaching and each year thereafter shall be eligible for a longevity payment of \$2250 for each sport that they coach, with a maximum of two longevity payments in any school year.
1. Varsity coaches shall receive the full longevity payment. Varsity Assistant coaches and Junior Varsity coaches shall receive 80% of the longevity payment. Junior Varsity Assistant coaches and Freshman coaches shall receive 75% of the longevity payment. Modified coaches and freshman/modified assistant coaches shall receive 70% of the longevity payment.
 2. Volunteer coaches shall receive 1 year of longevity credit for each 2 years that they coach for the district. Any longevity credits earned by volunteer coaches shall be applied once the volunteer coach is appointed to a paid coaching position.

Section 5 Extra-Curricular Compensation

See Appendix B – Page 53-57

- A. Compensation for extracurricular activities takes into account the nature of the activity, the number of students involved, preparation time, actual time involved in the activity, budget preparation, equipment management, and safety considerations.
- B. Payment for extracurricular activities shall be made on the same payroll schedule as coaches. Advisors shall receive $\frac{1}{3}$ of their annual entitlement each coaching/extra-curricular pay period.
- C. Appointment to extra-curricular assignments will be recommended to the Superintendent by the building principal by June 1 preceding the school year of the assignment. If there is no qualified professional applicant for any extra-curricular activity prior to the June 1 date, the building principal may appoint any member of the professional staff to the extra-curricular assignment providing the professional has no other compensated extra-curricular responsibility during the school year. No professional will be assigned involuntarily to a compensated extra-curricular activity in two consecutive school years.

Section 6 Summer Curriculum Work

Summer curriculum work will be compensated at the rate of 1/200th of the first level of the bachelor's salary schedule.

Section 7 Other Salary Provisions

A. Additional annual salary over the base for professionals with baccalaureate degrees will be granted at the rate of \$22.50 per approved hour up to a limit of 70 hours. Beyond 70 hours, \$10 per approved credit hour will be granted to all professionals for each such credit hour earned. For all hours earned on or after July 1, 1996 by professionals while employed in the district, the rate will be \$35 per approved credit hour.

In lieu of per credit hour compensation, the professional may opt for tuition reimbursement at the current SUNY Albany graduate (non-MBA) program rate. Reimbursement shall be paid upon the successful completion of the course as verified through semester grade reports.

- B. The Basic Baccalaureate Schedule will be augmented by an additional \$1400 for a Master's Degree, \$250 more for the University Certificate for a total of \$1650, and \$500 more for a Doctorate Degree for a total of \$2150. Professionals with National Board Certification will receive \$2000 for each year at Burnt Hills during the period of certification. Professionals maintaining the American Speech and Hearing Association Certificate of Clinical Competence shall receive \$250 per year. Professionals required to hold credentials in order to provide Medicaid reimbursement for the district shall receive \$250 per year. Effective July 1, 2020 the Master's Degree stipend shall increase to \$1500.
- C. If semester grade reports of graduate credit are not received in the Human Resources Office on or before October 15, additional compensation will not begin until the pay date most closely following February 1.
- D. If semester grade reports of graduate credit are not received in the Human Resources Office on or before March 15, additional compensation will not begin until the first pay date in September.

- E. Credits for which semester grade reports are received from September 1 to October 15 will be retroactively compensated to the beginning of school in September. Credits for which semester grade reports are received between February 1 and March 15 will be retroactively compensated at half annual rate to February 1. Where semester grade reports cannot be obtained to meet the deadlines, the Human Resources Office should be notified by the deadline dates (October 15 and March 15) if the person is to receive salary credit as specified above.
- F. Prior approval by the Superintendent is required for compensated credits except credits in a degree program at an accredited college or university for the purpose of meeting certification requirements for a professional's assignment. Prior approval by the Superintendent is required if compensation for university credits for certification in a new subject area is to be paid. To receive approval, the new subject area must be one that gives promise of making the professional of increased value to the district. Those professionals who have applied for prior approval for compensated credits will be notified in writing within twenty (20) school days as to the outcome of their request.

Compensated credits may be earned as follows:

- 1. Undergraduate and graduate courses offered by an accredited institution of higher learning;
- 2. Local and regional courses with 900 minutes of instructional time per credit;
- 3. College workshops and mini-courses with 900 minutes of instructional time per credit;
- 4. Effective July 1, 1996, professionals who supervise a student professional and/or an intern will receive one (1) credit for each supervisory experience. Professionals must request payment for supervision of student professionals and interns upon completion of the supervisory experience on a form provided by the District.

- G. Continuous movement along the salary schedule shall be dependent upon meeting NYS certification requirements as follows:

- 1. All professionals represented by the bargaining unit must receive permanent/professional certification within the time specified by the State Education Department. Professionals shall be responsible for tracking any needed professional development hours, however the district shall provide software for the professional to store their professional development. Upon request, the district shall provide proof of completion for professional development conducted by the district.
- 2. Professionals represented by the bargaining unit who are appointed to a position and who are uncertified for that position must acquire at least six (6) hours per year toward meeting the certification deficiency. For uncertified people appointed to a position at the beginning of the school year or prior to January 1 of that school year, the one-year period would be from September 1 of the year of appointment to September 1 of the following year. For uncertified people appointed to a position after January 1 of the school year, the one-year period would be from February 1 of that school year to February 1 of the subsequent year;
- 3. Persons not meeting these contingencies (1 and 2 above) will be held on level until such deficiencies are met. It should be understood that a person who is neither professionally nor permanently certified in his/her assigned teaching area may be subject to dismissal in compliance with the procedures established by the Education Law;

4. Professionals retained on a previous year's level placement but at the current salary schedule for that level will be given regular level placement on the current salary schedule upon meeting deficiencies stated in this section. Such placement will begin on the day following receipt of verification of meeting the above requirements and shall not be retroactive.

H. Effective July 1, 2005 professionals who are employed 3 months or more of the school year will advance one level on the salary schedule.

Section 8 Payroll Preparation

A. Effective July 1, 2020 the District shall switch from a biweekly payroll to a twice-a-month payroll. Payroll events will be the 15th of every month and the last day of every month (if the 15th or last day of the month falls on a weekend or holiday for 12-month staff, the payroll will occur on the work day that immediately precedes the 15th or last day of the month). There will be a total of 24 payroll events each calendar year and 20 payroll events every school year. The district shall not prepay professionals. All professionals will be paid on a ten-month schedule unless they elect the option of a 12-month basis with the balance due included in the last check in June. The balance due will be taxed as though it were paid over the two-month period of July and August in accordance with the provisions of IRS ruling No. 65-231. All summer work must be pre-approved by the Assistant Superintendent for Curriculum and Instruction, or designee, and shall be paid by submitting a vendor claim to the District in full or half-day increments. A summer work day is seven (7) hours in length. Effective July 1, 2021, all professionals shall be required to be enrolled in direct deposit.

B. All payroll deductions will be transmitted to the appropriate agencies within two (2) business days of payroll.

C. Flexible Benefits Plan:

1. The District will offer a flexible benefits plan as permitted by Section 125 of the Internal Revenue Code. Specific provisions and limitations are set forth in a document entitled, "Flexible Benefit Plan of the Burnt Hills-Ballston Lake School District."
2. The plan will permit salary deductions for the employee share of health insurance costs prior to taking deductions for FICA and state and federal income tax.
3. The Plan will permit salary deductions for dependent care. The minimum amount of annual dependent care benefits that may be contributed is \$1000 with a maximum as allowed by federal law.
4. The plan will permit salary deductions for unreimbursed medical costs according to federal law and regulations, effective July 1, 2009.

D. The District shall make deductions for NYSUT member benefits and NYSUT VOTE/COPE contributions from paychecks of bargaining unit members who authorize such deductions.

E. Professionals who are required by the district to complete work related to their position during the summer recess period shall be compensated at their daily rate of pay. Professionals who are requested but not required to work during the summer recess period shall be paid the summer curriculum rate if they accept such assignments.

Section 9 Property Insurance

Professionals will be reimbursed by the district in the amount of the current replacement value for the school related loss of personal property resulting from theft, fire or vandalism if the following conditions are met:

1. Prior approval for the use of the personal property is granted by the building principal on forms provided by the district.
2. The personal property is needed for instructional purposes.
3. The replacement value of the personal property exceeds \$25 and is so indicated on the prior approval form.
4. Appropriate security measures are agreed upon by the professional and the principal and the professional complies with this agreement.
5. There is physical evidence of forcible entry or vandalism if property is stolen or damaged.
6. Other personal property will be replaced at its functional value in the event of loss suffered in discharging professional disciplinary responsibilities in direct contact with students. Functional value replacement of an item of property is defined as providing a replacement that performs the same function at a similar quality level and not necessarily replacement in terms of the same item cost.

Section 10 Health and Dental Insurance

- A. The School District will provide the following health coverage: the CDPHP EPO (UBI:EA9Z17), the Blue Shield 815 PPO and the Blue Shield 907 Plan.

The School District will provide the following dental coverage: the Delta Dental plan.

Benefit levels for both Health and Dental plans shall be maintained at the July 1, 2017 level unless otherwise negotiated by the parties.

The School District's contribution toward a member's premium for both health and dental coverage will be:

Single Membership = 90%

Two-Person Membership = 80%

Family Membership = 80%

Retiree Membership = 50%

Effective July 1, 2018, the District's contribution towards the Blue Shield 907 Plan shall be equivalent to its contribution to the Blue Shield 815 Plan. In the event an employee wishes to maintain coverage with the Blue Shield 907 Plan, the employee will be responsible for the full difference between the premium of the Blue Shield 907 Plan and the district's contribution to the Blue Shield 815 Plan.

All professionals hired prior to July 1, 2005, will be eligible for retirement insurance.

All professionals hired between July 1, 2005 and June 30, 2008 and who have completed eight (8) years of service in the District will be eligible for retirement insurance.

All professionals hired on or after July 1, 2008 and who have completed ten (10) years of service in the District will be eligible for retirement insurance.

Professionals hired on or after January 1, 2015 will be eligible for health insurance only if their assignment is at or above .75 FTE. Professionals assigned to part-time or full-time positions with the district prior to January 1, 2015 with a .5 or greater part-time teaching assignment shall retain their eligibility for health insurance if their assignment remains at or above .5 FTE.

Professionals who are involuntarily reduced and are no longer eligible to receive benefits shall continue to have access to benefits at a 50% premium contribution rate.

B. An insurance committee composed of representatives from each bargaining unit proportional to the number of individuals represented by each bargaining unit and co-chaired by the Superintendent, or designee, and the Teachers Association President, or designee, will act in an advisory capacity to the Superintendent and Board of Education on insurance related matters.

C. Health Insurance Buyout

- a. Effective January 1, 2015 professionals that are eligible for Health Insurance (except leave of absence replacements that are less than a full school year) who submit satisfactory proof of alternate health insurance coverage, shall have the option of withdrawing from the District's health insurance plan. Such professional shall execute any District documents required to effect such withdrawal.
- b. Requests to opt out of the district's health insurance plans must be processed by July 1. The district shall receive notification 30 days in advance of these dates. Professionals with the intent to opt out of the district's health insurance program must indicate so using the appropriate District form.
- c. If professionals who are eligible for health insurance opt out according to this provision, the District shall pay to such professional, \$2500 per year if covered by insurance other than that provided by the district and \$500 per year if insurance is carried by another district employee. The employee must provide proof of alternate coverage. Payment will be made on June 30th. Payment will be prorated for the year should an employee resign from their position or if such election to opt out of the district's health insurance program became effective after July 1st of a given school year.
- d. In the event a professional who has elected withdrawal leaves District employment or reenters the plan following a qualifying event before June 30th of any school year, the District will pay a pro-rata portion of the amount specified in letter D (c) of this section on June 30th. A qualifying event will be defined in the same way as it is for COBRA eligibility.
- e. A professional hired after the start of a school year and choosing to opt out of the District's health insurance plans will receive a pro-rata portion of the amount specified in letter D (c) of this section on June 30th.
- f. During any open enrollment, a member who previously elected to participate in the health insurance buyout may opt in to the district's insurance.

- D. Returned premium, that is, the amount returned to the district by the carrier in periods of low losses, if any, will be reported to the Insurance Committee which will recommend disposition which may include premium reduction, purchase of added benefits or reserve for premium increases.
- E. Eligibility for the health insurance benefit described by this article will be subject to the terms and conditions of Board Policy P4360 (EMPLOYEE GROUP INSURANCE) reviewed and renumbered from Policy 4145 of September 1992 and revised July 1993.
- F. The District and retiring employees will be subject to any and all applicable Federal and New York State tax laws affecting this provision.

Section 11 Retirement

A. Any member of the bargaining unit who is eligible to retire, with benefits in accordance with the rules of the New York State Teachers' Retirement System or the New York State and Local Retirement System, and does so retire in accordance herewith, will receive a lump sum retirement incentive payment of fifteen thousand (\$15,000) dollars deposited into their 403(b) account within 30 days of their effective retirement date, i.e. June 30.

To be eligible for this retirement incentive:

b. The bargaining unit member must submit his/her irrevocable letter of resignation for retirement purposes no later than February 1st with an effective retirement date of June 30th of that school year and cannot be beyond their first year of eligibility to retire from the New York State Teachers' Retirement System or the New York State and Local Retirement System without a penalty. Those who by-pass this opportunity will be ineligible in future years for this retirement incentive.

- B. Any professional who does not avail themselves of the above retirement incentive but who notify the District in writing by February 1st of their irrevocable intent to retire at the end of the school year shall receive a \$1000 retirement notification payment.
- C. Any member of the bargaining unit who is eligible to retire, with benefits in accordance with the rules of the New York State Teachers' Retirement System or the New York State and Local Retirement System, and does so retire in accordance will be eligible for retiree health insurance herewith,
 - a. All professionals hired prior to July 1, 2008, will be eligible for retirement insurance at a contribution rate of fifty percent (50%)
 - b. All professionals hired on or after July 1, 2008 and who have completed ten (10) years of service on the District will be eligible for retirement insurance at a contribution rate of fifty percent (50%).

D. For those professionals who retire and meet the qualifications of Section 10A, unused sick leave will be used to establish an account in an amount equal to \$62.50 per day. However, effective July 1, 2017 unused sick leave will be used to establish an account in an amount equal to \$80 per day provided the professional has 250 days or more. These funds will be distributed to the employee's 403b account within 30 days of their respective retirement date. In the event that a professional passes away while actively employed by the District, the deceased employee's unused sick leave will be donated to the sick leave bank.

ARTICLE 23 ASSESSMENT, OBSERVATION, DISCIPLINE, AND DISMISSAL

Section 1 Assessment and Observation

- A. Assessment of a professional's performance is the responsibility of the principal who will collaborate with those who have supervisory responsibilities. All observations of the work or the performance of a professional shall be conducted openly and with full knowledge of the professional.
- B. The principal or supervisor has the prerogative of implementing the assessment process at any time. The process includes annual performance reviews as prescribed in Policy #4117 forms as adopted in April 1988 and revised May 2001. It should be understood that Policy #4117 does not limit the assessment process to the criteria on the forms described therein. Principals or others with supervisory responsibility may include other communications with professionals in the assessment process.
- C. All classroom observations of professionals relating to performance review conducted by administrators/supervisors will be conducted openly and with the full knowledge of the professional. These classroom observations will occur prior to June 1 unless a later date is agreed to by the professional. No observations will occur during the last two days before a vacation period of a week or more.
- D. Professionals will be provided with a conference within five (5) school days following each formal observation. Copies of all documents pertaining to the observation and conference will be provided the professional. In situations where there is mutual agreement, these limits may be waived.
- E. Any written addition to a professional's folder pertaining to professional performance or responsibilities, but excluding those items regarding the initial employment of the professional, will be done with prior knowledge of the professional. The professional has the right to have his/her response permanently affixed to any written addition. In the event that such professional does not sign such document within 10 school days following notification, the document shall be placed in the personnel file with a filing date noted. The professional will sign such a written addition to indicate he/she has read the addition. A signature does not imply agreement with the statement.

Section 2 Dismissal

- A. Dismissal of a tenured professional except where due to the abolition of a position by the Board of Education shall be as per applicable provisions of the Education Law and other statutes, case law and/or Commissioner's decisions.

- B. A probationary professional will be informed by the Superintendent if he/she will not be recommended for tenure no later than 150 days prior to the termination date of the probationary period. Termination date is defined as the anniversary date of the probationary period for the number of years specified by law.
- C. The Board of Education, at the request of the professional, will give a reason or reasons for not granting tenure to a probationary professional when the Superintendent has recommended a tenure appointment. Such request must be made no later than ten (10) school days following the date of notification. A response to the request will be provided within twenty (20) school days of the notification date. It shall be considered discriminatory practice to dismiss a professional for engaging in legal activities.

Section 3 Licensed Professionals

Professionals covered by this contract and not subject to tenure laws will be granted job protection as provided in Section 75 of the Civil Service Law.

Section 4 Security Cameras

The Association recognizes that the District has the right to install photo or video electronic security systems (“system”) on District property for the purpose of ensuring 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.

ARTICLE 24 MEMORANDA OF PROCEDURAL AGREEMENTS

- A. Upon the request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than 15 days following such a request. In any school year such request shall be made no later than January 1 of the year in which the contract expires.

All items proposed for discussion that would become effective in the next school year shall be submitted in writing by the representative organization and the employer at a mutually agreed upon date.
- B. Such additional meetings as are required to reach agreement or until impasse is reached shall be called at times mutually agreed upon by both parties. The meetings should not exceed three hours unless mutually agreed upon by both parties and shall be held at a mutually agreeable time.
- C. Both parties and/or the Superintendent shall furnish each other upon request all available information pertinent to the issues under consideration. Either party may, if is so desires, utilize the services of outside consultants, professional personnel or lay representatives at negotiation meetings. Such people will have some function relevant to the topics under discussion. The negotiations at such meetings will be conducted by the designated spokesman for both sides. Such supportive personnel may be used so long as the other party to negotiations has been notified at least 24 hours prior to the meeting(s) at which such persons are present.

ARTICLE 25 CIVIL SERVICE LAW

ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES.

SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT.

“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” EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION, AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

ARTICLE 26 DURATION OF AGREEMENT

Existing policies not specifically referred to in this contract shall remain in full force and effect.

The terms and conditions of this contract shall be in effect for the period of July 1, 2024 until June 30, 2026. In the event that the parties fail to reach agreement prior to the expiration date, the terms and conditions of this contract shall remain in full force and effect until a subsequent agreement is reached.

This document constitutes the entire agreement between the parties and no further matters shall be negotiated under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ (date)

**BURNT HILLS-BALLSTON LAKE
CENTRAL SCHOOLS**

**BURNT HILLS-BALLSTON LAKE
TEACHERS ASSOCIATION**

Superintendent of Schools

President

Chief Negotiator & Team

Chief Negotiator & Team

Witnessed by Clerk of the District

SEAL OF THE DISTRICT

APPENDIX A – SALARY SCHEDULE 2024 - 2026

<u>NEW</u>	<u>9/1/24 - 1/31/25</u>	<u>OLD</u>		<u>NEW</u>	<u>2/1/25 - 6/30/25</u>	<u>OLD</u>
1	\$51,000			1	\$52,000	
2	\$51,250			2	\$52,250	
3	\$51,500			3	\$52,500	
4	\$51,750	9		4	\$52,750	9
5	\$52,437	10		5	\$53,437	10
6	\$53,876	11		6	\$54,876	11
7	\$56,016	12		7	\$57,016	12
8	\$58,224	13		8	\$59,224	13
9	\$60,209	14		9	\$61,209	14
10	\$62,661			10	\$63,661	
11	\$65,174	15		11	\$66,174	15
12	\$67,679			12	\$68,679	
13	\$70,204	16		13	\$71,204	16
14	\$72,890			14	\$73,890	
15	\$75,697	17		15	\$76,697	17
16	\$78,593			16	\$79,593	
17	\$81,088	18		17	\$82,088	18
18	\$83,876			18	\$84,876	
19	\$86,657	19		19	\$87,657	19
20	\$89,033	20		20	\$90,033	20
21	\$91,063	21		21	\$92,063	21
22	\$92,935	22		22	\$93,935	22
23	\$94,532	23		23	\$95,532	23
24	\$95,998	24		24	\$96,998	24
25	\$97,402	25		25	\$98,402	25
26	\$98,811	26		26	\$99,811	26
27	\$101,000	27		27	\$102,000	27

<u>NEW</u>	<u>9/1/25</u> - <u>1/31/26</u>	<u>OLD</u>		<u>NEW</u>	<u>2/1/26</u> - <u>6/30/26</u>	<u>OLD</u>
1	\$53,000			1	\$54,000	
2	\$53,250			2	\$54,250	
3	\$53,500			3	\$54,500	
4	\$53,750	9		4	\$54,750	9
5	\$54,437	10		5	\$55,437	10
6	\$55,876	11		6	\$56,876	11
7	\$58,016	12		7	\$59,016	12
8	\$60,224	13		8	\$61,224	13
9	\$62,209	14		9	\$63,209	14
10	\$64,661			10	\$65,661	
11	\$67,174	15		11	\$68,174	15
12	\$69,679			12	\$70,679	
13	\$72,204	16		13	\$73,204	16
14	\$74,890			14	\$75,890	
15	\$77,697	17		15	\$78,697	17
16	\$80,593			16	\$81,593	
17	\$83,088	18		17	\$84,088	18
18	\$85,876			18	\$86,876	
19	\$88,657	19		19	\$89,657	19
20	\$91,033	20		20	\$92,033	20
21	\$93,063	21		21	\$94,063	21
22	\$94,935	22		22	\$95,935	22
23	\$96,532	23		23	\$97,532	23
24	\$97,998	24		24	\$98,998	24
25	\$99,402	25		25	\$100,402	25
26	\$100,811	26		26	\$101,811	26
27	\$103,000	27		27	\$104,000	27

APPENDIX B – EXTRACURRICULAR COMPENSATION

Elementary School

Extracurricular Club	# of Students	Time	Fiscal Management	Management	Expectations	Mitigating Factors	TOTAL POINTS
CH Art Club	2	1	0	2	1		6
CH Beast Challenge Club	3	2	0	3	1		9
CH Coding Club	2	1	0	2	1		6
CH Drama Club	3	3	2	3	2		13
CH Elementary Kindness Ambassador Club	2	1	0	2	2		7
CH Elementary Kindness Club	1	1	1	1	1		5
CH Reading Club	1	1	1	1	1		5
CH Running Club 1	3	1	0	2	1		7
CH Running Club 2	3	1	0	2	1		7
CH Student Council	2	2	1	3	2		10
PA Art Club	2	1	0	2	1		6
PA Reading Club	1	1	0	2	1		5
PA Coding Club	2	1	0	2	1		6
PA Drama Club	3	3	2	3	2		13
PA Running Club 1	3	1	0	2	1		7
PA Running Club 2	3	1	0	2	1		7
PA Student Council	2	2	1	3	2		10
ST Art Club	2	1	0	2	1		6
ST Workout Wednesday Club	3	2	0	3	1		9
ST Coding Club	2	1	0	2	1		6
ST Drama Club	3	3	2	3	2		13
ST Reading Club	1	1	1	1	1		5
ST Running Club 1	3	1	0	2	1		7
ST Running Club 2	3	1	0	2	1		7
ST Student Council	2	2	1	3	2		10

Middle School

Extracurricular Club	# of Students	Time	Fiscal Management	Management	Expectations	Mitigating Factors	TOTAL POINTS
MS Art Club	2	1	0	2	1		6
MS Best Buddies	2	1	0	2	1		6
MS Book Club	1	1	1	1	1		5
MS Character Education	2	1	0	3	2		8
MS Class Night Advisor	3	3	0	2	3		11
MS Coding Club	1	1	1	1	1		5
MS Debate Club	2	1	0	1	1		5
MS Drama Club 1	3	3	3	3	3		15
MS Drama Club 2	3	3	3	3	3		15
MS FACS Club	2	1	1	2	1		7
MS FLL 1	1	2	1	2	2		8
MS FLL 2	1	2	1	2	2		8
MS Future Cities 1	2	3	3	3	3	1	15
MS Future Cities 2	2	3	3	3	3	1	15
MS Game Club	2	1	1	1	1		6
MS Girls Fusion	1	1	1	1	1		5
MS Green Club	2	1	1	3	2		9
MS Impact	3	2	1	3	2		11
MS Jazz Ensemble	2	2	0	2	3		9
MS KARE Club	2	2	0	3	3		10
MS Math Counts	1	1	1	1	1		5
MS National Honor Society	3	2	3	3	3		14
MS Newspaper	2	1	0	1	1		5
MS Robotics	1	1	0	1	2		5
MS Running Club	2	1	1	2	1		7
MS Science Club	1	1	1	1	1		5
MS Select Choir	1	1	1	1	1		5
MS Ski Club	3	2	2	3	1		11
MS Spartans Citizens Club	2	1	0	1	1		5
MS Student Ambassador Program	1	2		1	1		5

MS Student Government	3	2	3	3	2		13
MS Tri-M Music Honor Society	2	1	1	3	1		8
MS World Language Club - Fr	2	1	0	1	1		5
MS World Language Club - Ger	2	1	0	1	1		5
MS World Language Club - Man	2	1	0	1	1		5
MS World Language Club - Sp	1	1	1	1	1		5
MS XPE	3	1	0	2	1		7
MS Yearbook Production Manager	2	3	3	3	3	1	15
MS Yearbook Business Manager	2	3	3	3	3	1	15

High School

Extracurricular Club	# of Students	Time	Fiscal Management	Management	Expectations	Mitigating Factors	TOTAL POINTS
HS Art Club	2	1	2	3	1		9
HS Board Game Club	1	1	0	1	1		4
HS Book Club	2	1	1	2	1		7
HS Broadcasting Club	1	2	0	1	1		5
HS Civitas	3	2	1	3	2		11
HS Coding Club	2	1	1	2	1		7
HS Computer Club/Nerd Club	3	3	2	3	1		12
HS Drama Club 1	3	3	3	3	3		15
HS Drama Club 2	3	3	3	3	3		15
HS FBLA	3	3	3	3	1		13
HS French Language Exchange Advisor	2	3	3	3	1		12
HS Freshman Class Advisor 1	3	1	3	3	2		12
HS Freshman Class Advisor 2	3	1	3	3	2		12
HS German Language Exchange Advisor	2	3	3	3	1		12
HS Girls on Fire	1	2	1	3	1		8
HS Green Club 1	3	1	1	2	2		9
HS Green Club 2	3	1	1	2	2		9
HS Interact	2	2	2	3	2		11

HS International Club	3	1	0	1	1		6
HS Junior Class Advisor 1	3	2	3	3	3		14
HS Junior Class Advisor 2	3	2	3	3	3		14
HS World Language Club	3	2	2	2	1		10
HS LeFont	1	2	1	2	1		7
HS LTP 1	2	2	1	2	2		9
HS LTP 2	2	2	1	2	2		9
HS LTP 3	2	2	1	2	2		9
HS Masterminds	1	2	1	3	1		8
HS Math Club	2	1	1	2	1		7
HS National Honor Society	3	2	2	2	2		11
HS Newspaper	1	1	1	2	2		7
HS Pride	2	1	2	2	1		8
HS Rise	2	1	2	2	1		8
HS Robotics Club	1	3	3	3	3	2	15
HS Science Bowl	2	2	0	1	1		6
HS Science Club	3	1	1	1	1		7
HS Senior Class Advisor 1	3	3	3	3	3		15
HS Senior Class Advisor 2	3	3	3	3	3		15
HS Ski Club	3	2	3	2	1		11
HS Sophomore Class Advisor 1	3	2	3	3	2		13
HS Sophomore Class Advisor 2	3	2	3	3	2		13
HS Spanish Language Exchange Advisor	2	3	3	3	1		12
HS Spartan Buddies	2	1	0	2	1		6
HS Student Government 1	3	3	3	2	3		14
HS Student Government 2	3	3	3	2	3		14
HS Student Health & Wellness	2	1	2	2	2		9
HS Study Circles/Diversity Club	1	2	0	2	2		7
HS Tri-M Music Honor Society	3	1	2	1	1		8
HS Unified Theater	3	3	2	3	2		13

HS X Factor 1	2	2	1	2	1		8
HS X Factor 2	2	2	1	2	1		8
HS Yearbook Business Manager	2	3	3	3	3	1	15
HS Yearbook Production Manager	2	3	3	3	3	1	15
HS Science Honor Society	1	2		2	1		6
HS Math Honor Society	1	2		2	1		6
HS World Language Honor Society	1	2		2	1		6

APPENDIX C – CO-CURRICULAR COMPENSATION

Co-Curricular	Number of Advisors	2021-2024
Middle School Orchestra	1	\$410
Middle School Chamber Strings	1	\$750
Grade 6 Band	1	\$200
Grade 7 Band	1	\$200
Grade 8 Band	1	\$200
Grade 6 Chorus	1	\$200
Grade 7 Chorus	1	\$200
Grade 8 Chorus	1	\$200
High School Band	1	\$3425
High School Chamber Strings	1	\$1400
High School Chorus	1	\$1875
High School Orchestra	1	\$345

These duties are essential to the curriculum and as such the professional assigned to these duties may not refuse such assignment.

APPENDIX D – COACHING POINT VALUES 2021 – 2024

Responsibility Factors 2021 - 2024

	Time – 10 hrs. = 1 pt.	Pupils	Equipment	Safety	Coordination of Coaches	Pressures	Scouting	Management Items	Total
Football: Varsity Head Coach	18	4	7	6	5	6	2	4	52
Boys Soccer: Varsity Head Coach	16	3	4	4	3	5	1	5	41
Girls Soccer Varsity Head Coach	16	3	4	4	3	5	1	5	41
Boys Basketball: Varsity Head Coach	26	2	3	4	3	6	1	5	50
Girls Basketball: Varsity Head Coach	26	2	3	4	3	6	1	5	50
Unified Basketball Coach	3	2	2	1	1	1	1	1	12
Boys Baseball: Varsity Head Coach	15	2	5	4	3	5	1	5	40
Girls Softball: Varsity Head Coach	15	2	5	4	3	5	1	5	40
Boys Track: Varsity Head Coach	15	5	3	5	2	3	0	7	40
Girls Track: Varsity Head Coach	15	5	3	5	2	3	0	7	40
Indoor Track: Varsity Head Coach	26	5	4	2	2	3	1	6	50
Boys Swimming: Varsity Head Coach	26	3	4	5	1	4	1	5	49
Girls Swimming: Varsity Head Coach	26	3	4	5	1	4	1	5	49
Girls Field Hockey: Varsity Head Coach	15	3	4	4	3	5	1	5	41
Boys Wrestling: Varsity Head Coach	26	2	4	5	2	5	1	5	50
Cheerleading: Varsity Football	12	2	1	2	0	2	0	3	22
Cheerleading: Varsity Basketball	17	2	1	3	0	2	0	5	29
Boys Volleyball: Varsity Head Coach	16	2	4	3	3	5	1	5	39
Girls Volleyball: Varsity Head Coach	16	2	4	3	3	5	1	5	39
Ice Hockey: Varsity Head Coach	26	2	3	4	3	6	1	5	50
Crew: Varsity Head Coach	15	2	5	4	3	5	1	5	40
Boys Tennis: Varsity Head Coach	16	3	3	3	1	4	0	5	35
Girls Tennis: Varsity Head Coach	16	3	3	3	1	4	0	5	35
Cross Country: Varsity Head Coach	16	4	3	4	1	4	1	5	38

Bowling: Varsity Head Coach	16	3	3	3	1	4	0	5	35
Unified Bocce	2	1	1	1	1	1	1	1	9
Unified Bowling	2	1	1	1	1	1	1	1	9
Golf: Varsity Head Coach	15	3	3	4	1	4	0	5	35
Lacrosse: Varsity Boys	15	3	4	5	2	5	1	5	40
Lacrosse: Varsity Girls	15	3	4	5	2	5	1	5	40
Girls Flag Football	15	3	4	5	2	5	1	5	40
Alpine Skiing	15	2	5	4	3	5	1	5	40

Boys Extramurals (two positions each):

☐ 40 three hour sessions, maximum \$36 per three-hour session

Girls Extramurals:

☐ 40 three hour sessions, maximum \$36 per three-hour session

APPENDIX E – MAXIMUM SUMMER DAYS

Department Head - 10 days

Middle School Curriculum Coordinator - 10 days

School Psychologist - 10 days

School Social Worker – 10 days

High School School Counselor - 10 days

Middle School School Counselor - 8 days

Building Technology Coordinator - 5 days

High School AIS Coordinator - 5 days

Distance Learning Coordinator - 3 days

High School/Middle School Building Council Member - 1 day

Elementary School Curriculum Coordinators - 25 days per Building

APPENDIX F – PRO-RATED APPOINTMENTS

	ES Weekly Minutes	MS Weekly Minutes	HS Weekly Minutes
School Day *7H10M ES *7H40M Sec.	2150	2238	2238
Instructional Day *6H15M ES *6H36M MS *6H35M HS	1875	1980	1975
Min. Planning within Instructional Day *180M/week ES *400M/week MS *410M/week HS	180	410	400
K-5 Classroom Teachers *Get an extra 30 minutes/day within instructional day *330M/week	30		
MS Team Teachers *Get an additional 40 minutes per day within instructional day for team purposes		200	
Lunch	150	150	150
.1 Teacher			
School Day	215	223.8	223.8
Instructional Day	187.5	198	197.5
Min. Plan Time Day	18	41	40
K-5 Classroom Teacher	3		
MS Team Teachers		20	
Lunch	N/A	N/A	N/A
.2 Teacher			
School Day	430	447.6	447.6
Instructional Day	375	396	395
Min. Plan Time Day	36	82	80
K-5 Classroom Teacher	6		
MS Team Teachers		40	
Lunch	N/A	N/A	N/A

.4 Teacher	860	895.2	895.2
School Day	750	792	790
Instructional Day	72	164	160
Min. Plan Time Day	12		
K-5 Classroom Teacher		80	
MS Team Teachers	60	60	60
Lunch	N/A	N/A	N/A
.6 Teacher	1290	1342.8	1342.8
School Day	1125	1188	1185
Instructional Day	108	246	240
Min. Plan Time Day	18		
K-5 Classroom Teacher		120	
MS Team Teachers	90	90	90
Lunch	N/A	N/A	N/A
.8 Teacher			
School Day	1720	1790.4	1790.4
Instructional Day	1500	1584	1580
Min. Plan Time Day	144	328	320
K-5 Classroom Teacher	24		
MS Team Teachers		160	
Lunch	150	150	150