

AGREEMENT BETWEEN

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL
SUPERINTENDENT**

-- AND --

**BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION
NYSUT, AFT, NEA, AFL-CIO, LOCAL 2482**

July 1, 2021 through June 30, 2024

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, to encourage and increase effective and harmonious working relationships between the District and the professional employees of the District represented by the Association, this Agreement is made and entered into on November 28, 2017, March 16, 2018 and June 19, 2020 by and between the District and the Association.

ARTICLE I - DEFINITIONS

- A. Association shall mean the Bainbridge-Guilford Teachers Association.
- B. Board shall mean the Board of Education of the Bainbridge Guilford Central School District.
- C. Chief Executive Officer shall mean the Superintendent of the Bainbridge-Guilford Central School District.
- D. District shall mean the Bainbridge-Guilford Central School District.
- E. Immediate Supervisor shall mean the Building Principal, Assistant Principal or CSE Chairperson/Special Education Coordinator, if applicable, in charge of a specific school within the Bainbridge-Guilford Central School District.
- F. Teacher shall mean those persons regularly appointed by Board action for a period of one semester or more, including Licensed Teaching Assistant (LTA), Registered Nurse (RN), Speech Therapist, Occupational Therapist (OT), Dean of Students, School Psychologist, School Social Worker, School Counselor, Non-Administrator Special Education Chairperson, Nurse Practitioner and substitutes who assume the duties of a classroom teacher, LTA, RN, Speech Therapist, OT, Dean of Students, School Psychologist, School Social Worker, School Counselor, Non-Administrator Special Education Chairperson or Nurse Practitioner for a period of 40 working days or more in the same assignment, whose major function is the instruction or guidance of pupils and excluding administrative personnel such as Chief Executive Officer, Assistant Superintendent, Junior/Senior High school principal, Elementary school principal, Assistant Principal, CSE Chairperson/Special Education Coordinator and business administrator.

ARTICLE II - REPRESENTATION AND RECOGNITION

In compliance with Article 14 of the Civil Service Law and with the Rules and Regulations of the Public Employment Relations Board, the District agrees to recognize the Association as the exclusive representative of all teachers. A list of the members of the Association will be submitted upon request to the Chief Executive Officer by November 15 of each school year. As changes in the list occur after November 15, they will be reported to the Chief Executive Officer.

ARTICLE III - NEGOTIATIONS

- A. The District agrees to recognize a negotiation team of not more than five (5) members and to limit its negotiating team to not more than five (5) members. Both the District and the Association reserve the right to have available not more than three (3) resource persons at any negotiating session. The

President of the Board and the President of the Association may be present at any negotiating session as observers.

- B. In the event either party wishes to amend this agreement, notice may be given by February 1 during the life of this agreement listing those items for probable negotiation. During the first mutually agreed upon meeting after the notice of amendment is given, both parties shall exchange their complete package with the other. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of this agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1st, or at such other time as may be mutually agreeable to the parties. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- C. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and assigned amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of this agreement and which have not been proposed by the Association, the Board will notify the Association in writing that it is planning such a change. The Association will have the right to negotiate the impact of such items with the Board, provided that it files such a request with the Board within five (5) days after receipt of such notice.
- D. Copies of this agreement shall be made available to every person covered by the contract provision. This shall be done by the Chief Executive Officer as soon as possible after the school year begins or immediately after employment within the district if this occurs later. The Board and Association shall share the cost of producing the contract.

ARTICLE IV - PROFESSIONAL COMPENSATION

A. Salaries

1. Effective July 1, 2021, the District shall put into effect the following salary schedules:

<u>STEP</u>	<u>2021-2022 SCHEDULE</u>	<u>2022-2023 SCHEDULE</u>	<u>2023-2024 SCHEDULE</u>
1	41,448	42,070	42,701
2	42,223	42,857	43,500
3	42,899	43,659	44,314
4	43,532	44,358	45,143
5	44,126	45,012	45,866
6	44,719	45,626	46,542
7	45,512	46,239	47,177
8	46,306	47,059	47,811
9	47,098	47,880	48,659
10	47,890	48,699	49,508
11	48,682	49,518	50,355
12	49,474	50,337	51,202
13	50,265	51,156	52,048
14	51,255	51,974	52,895
15	52,246	52,998	53,741
16	53,237	54,022	54,800
17	54,227	55,047	55,859
18	55,217	56,071	56,919
19	56,207	57,094	57,977
20	57,395	58,118	59,035
21	58,583	59,346	60,094
22	59,773	60,575	61,364
23	60,962	61,805	62,635
24	62,546	63,035	63,906
25	64,130	64,673	65,178
26	65,714	66,310	66,872
27	67,300	67,948	68,565
28	68,883	69,588	70,258
29	70,467	71,225	71,954
30	72,052	72,863	73,647
31	73,637	74,502	75,340
32	75,221	76,141	77,035
33	76,804	77,779	78,730
34	78,391	79,415	80,423
35	79,976	81,056	82,115

36	81,559	82,695	83,812
37	83,143	84,332	85,507
38	84,729	85,970	87,199

2. Placement on the salary schedule does not necessarily reflect years of teaching service.

3. Each returning unit member who was employed in the preceding school year shall be compensated as follows:

2021-2022: 3.4% increase applied diagonally to schedule.
Off Step: Same percentage increase as teachers

2022-2023: 3.4% increase applied diagonally to schedule.
Off Step: Same percentage increase as teachers

2023-2024: 3.4% increase applied diagonally to schedule.
Off Step: Same percentage increase as teachers

4. Each teacher's annual salary shall be determined with the use of the following:

Effective July 1, 2021, each teacher's annual salary shall be determined with the use of the following:

- a. S = Step
 - b. C = number of approved graduate hours
 - c. M = stipend for completed Master's degree
- Salary: $(S)+(C \times \$40) + M$, e.g., teacher at Step 11 with 40 graduate hours and a Master's degree:

$$S = \$48,682$$

$$C = \$1,600 (\$40 \times 40)$$

$$M = \$500$$

$$\text{Total Annual Salary} = \$48,682 + \$1,600 + \$500 = \$50,782$$

- B. Teachers will be paid \$40.00 per approved graduate level credit hour. The District shall recognize hours of graduate credit granted by an accredited institution of higher learning. Such hours shall be appropriate to the member's tenure area. Any course not part of an approved program leading to a recognized degree in education as certified by the State Education Department must be approved by Chief Executive Officer. The District may recognize hours of undergraduate credits granted by an accredited institution of higher learning. Such hours shall be appropriate to the teacher's tenure area and shall require prior approval of the Chief Executive Officer.
- C. Payment for graduate credits will be limited to a maximum of 90 hours beyond a Bachelor's Degree or 60 hours beyond a Master's Degree.
- D. Salary adjustments for graduate credits earned will be made twice during the school year. Official transcripts must be submitted prior to November 1 and March 1 each year for said adjustment.
- E. Credit for in-service training will be granted as follows only where no specific number of course credits has been designated by college/organization responsible for the workshop.

1. One hour of credit will be granted for each 15 hours of in-service class work.
2. A maximum of nine credits will be given per summer/semester of in-service class work. (NOTE) The terms in-service and workshop are interchangeable.

In-service credit hours shall be cleared with the Chief Executive Officer prior to taking the course(s). The teacher must submit the appropriate documentation after completing the approved in-service work.

- F. An employee will be paid an additional \$500 in salary upon receipt of the first approved Masters' program.
- G. The District shall put into effect the salary schedules for coaching assignments as set forth in Appendix A.
- H. The District shall put into effect the salary schedules for extracurricular activities as set forth in Appendix B.
- I. The District shall put into effect the following rates and guidelines for Curriculum and Professional Development:
1. Effective July 1, 2014, each teacher involved in curriculum development with prior authorization from the building administrator and the Chief Executive Officer shall be paid at the rate of twenty dollars (\$20.00) per hour. Should the BOCES rate be lower than the contractual rate, the employee shall be reimbursed in the difference between the two rates. The compensated curriculum development must be done during the months of July or August, or outside of regular working hours. Regular working hours includes after-school meetings called by the Administration and department heads.
 2. Each teacher involved in staff development activities during the months of July or August with proper prior authorization shall be paid at the rate of eighteen dollars (\$18.00) per hour. Should the BOCES rate be lower than the contractual rate, the employee shall be reimbursed the difference between the two rates.
 3. Each teacher who volunteers to present on staff development days, with proper prior authorization, shall be paid for their preparation time beyond the school day, at the rate of twenty dollars (\$20.00) per hour.

School Counselors, Social Workers and School Psychologists shall be paid an hourly rate equivalent to 1/1400th of their annual base salary for work assigned beyond the teacher's regular workday. Said work shall be as assigned by administration and pending administrator approval.

School Counselors, Social Workers, School Psychologists, and the Special Education Chairperson shall be paid 1/200th of their annual base salary for up to twenty (20) mutually agreed upon days of summer work. Said work shall be as assigned by administration and pending administrator approval.

J. Department Chairs

Section I: Identification of criteria for establishing departments

There will be 5 departments 7-12: ELA, Math, Science, Social Studies, Special Area

Section II: Selection of Chairperson

- a. Teachers interested in this position will make application to the Superintendent. When there is more than one applicant, candidates will be interviewed by the Superintendent.
- b. The department chairperson shall be appointed a period of three years

Section III: Minimum Qualification for Position of Chairperson

- a. Tenure is required
- b. Teacher demonstrates knowledge and expertise in the subject area
- c. Teacher is in good standing with the District (Effective or Highly Effective)

Section IV: Payment and Workload

- a. A stipend will be paid to the Department Chairperson for each school year as follows:
2021-2024 \$1,200
- b. Teaching load shall not be reduced by extracurricular duties.

Section V: Duties and Responsibilities of Department Chairpersons

A. Curriculum Development:

Some of the duties shall include:

- i. Chairperson will take the leadership role in the development of an implementation of curriculum
- ii. Be knowledgeable in new trends or developments in the content area and recommend pilot or experimental programs for consideration
- iii. Keeping informed and disseminating information concerning their instructional area
- iv. Working with individual teachers and committees of teachers on issues relevant to the curriculum:
 1. Analyzing test results and other student data
 2. Studying and modifying instructional materials
 3. Aligning curriculum District-wide
 4. Conducting department meetings and submitting a written summary (minutes) to the administrators

B. Instruction and Evaluation

- i. Will offer guidance as needed in the construction of tests and exams
- ii. Training and implementation of scoring practices for tests and exams
- iii. Documenting and submitting records of exam outcomes and assessments

C. Working with Administrators

- i. Acting as a liaison among buildings, teachers in the curricular area, and administrators
- ii. Represent the department when communicating with administrators and counselors
- iii. Assist with scheduling
- iv. Writing an annual report indicating the accomplishments and progress of the curricular area

D. Classroom Assistance

- i. The Chairperson will provide department members with assistance in teaching strategies, techniques, and materials to aid in curriculum implementation, maintenance and modification

ARTICLE V - DUES DEDUCTION

- A. The District agrees to deduct from the salaries of its teachers dues for the Association when said teacher individually and voluntarily authorizes the District to so deduct.
- B.
 1. The Association shall certify to the District in writing the current rate of membership dues at least ten (10) days prior to the second payroll in September.
 2. If the rate of membership dues changes, the Association shall give the District at least ten (10) days written notice prior to the first payroll in January.
- C.
 1. Deductions for those teachers who have authorizations on file will be made from nineteen (19) paychecks beginning with the second payroll in September.
 2. Deductions for those teachers who do not have authorizations on file will be made from the remaining paychecks of the nineteen (19) checks referred to in section 1 above beginning with the first paycheck which falls beyond ten (10) days from the date the teacher files the authorization form.
- D.
 1. No later than September thirtieth (30) of each year, the District shall, if requested by the Association President, provide the Association with a list of those employees who have voluntarily authorized the District to deduct membership dues.
 2. The District shall, if requested by the Association President, notify the Association monthly of any change in such list.
- E. Dues deduction authorization shall be submitted on the form prescribed in Appendix F.
- F. Amounts deducted in accordance with the terms of this Article shall be transmitted to the Association Treasurer monthly.
- G. Payroll deductions shall be made for and remitted to the NYSUT Benefit Trust and VOTE/COPE, when said teacher individually and voluntarily authorizes the District to so deduct.

ARTICLE VI - LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher will be credited fourteen (14) days per school year accumulative to two hundred (200) days. Employees on an unpaid leave or working less than a full year will be prorated, based upon the number of months of paid employment (half or more of the work days in a month receive credit for the month).

When a teacher reaches the 200 day maximum, the remaining annual allotted sick leave

days will continue to accumulate to 30 days beyond the 200 day maximum. Upon retirement, teachers may request to donate up to ten (10) days beyond their 200 day maximum to the sick bank. The request must be in writing and submitted to the Business Office by the date of retirement.

2. A teacher may be allowed to use his/her sick leave for serious illness in the immediate family (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person residing in the teacher's household) for the purpose of being with the seriously ill person.
3. By October 1 of each year written notice will be given to each teacher indicating the amount of accumulated sick leave.
4. Teachers who are eligible under FMLA leave entitlement, shall have the FMLA calculated as provided for in FMLA regulations.
5. A teacher may utilize up to six (6) weeks of accumulated sick leave time for purposes related to the adoption of a child and/or to bond with or care for the child.

B. Sick Leave Bank

1. The parties will establish a Sick Leave Bank for use by the employees.
2. The agreed to Bank is attached as Appendix G.

C. Personal Business Leave

Each teacher shall be allowed up to three (3) paid absence days to conduct personal business. Employees on an unpaid leave or working less than a full year will be prorated, based upon the number of months of paid employment (half or more of the work days in a month receive credit for the month). Personal leave is for business that cannot be conducted at any other time than during the regular school day. Personal days may not be taken for the purpose of extending holidays or recesses. Personal days may not be taken for personal gain, recreation, or convenience. Unless there is an emergency, teachers wanting to take a day for personal business will notify their administrator at least twenty-four (24) hours prior to the day of the leave. No teacher shall be required to provide a reason for the use of personal leave. Unused days shall be added to accumulated sick leave.

The following list provides possible reasons, but not all, for the use of personal leave:

- a. funeral of close friend
- b. wedding
- c. graduation of child, spouse, self
- d. real estate closing
- e. legal business

The following list provides possible reasons, but not all, for the denial of personal business leave:

- a. vacation, shopping
- b. athletic and/or recreational activities (i.e., hunting, skiing, fishing, etc.)

D. Attendance Incentive

An incentive will be paid to teachers each school year who have excellent attendance. Personal Business Days, Personal Illness Days, and Family Illness Days will be included for the computation of this incentive. The payment will be made at the end of the school year, after certification of attendance can be made. The following incentive schedule will be implemented:

<u>Days Used</u>	<u>Incentive</u>
0 days	\$200
1 day	\$150
2 days	\$100
3 days	\$ 50

E. Other Leaves (not accumulative)

1. Each teacher will be allowed up to two (2) days in the event of an emergency such as fire, flood, or hurricane. If additional days are needed, personal business days may be used for this purpose.

It is understood by both parties to this agreement that the word emergency, as used above, is broadly interpreted. However, when school is declared in session, the teacher is expected to be able to travel from his/her home to the school in which he/she teaches. In order for such leave to be granted, it is assumed that it is totally unreasonable for the teacher to be in attendance at school that day due to acts of nature or other major calamities. The teacher will be expected to document the fact that a major emergency or calamity did exist.

2. A teacher serving on a jury shall be compensated by the difference between the teacher's regular salary and the amount of compensation received as a juror.
3. A teacher may be allowed up to five (5) days for a death of parents, spouse, child, or foster child. A teacher may be allowed up to three (3) days for the death of grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law. If additional days are needed, the Chief Executive Officer may approve the time.
4. There are occasions when a teacher needs to be relieved of his/her responsibilities for less than one-half (1/2) day. On those occasions, a teacher may request from his/her building principal that the release time be granted without resorting to use of the teacher's personal or sick leave. Approval of the teacher's request is at the sole discretion of the Administrator involved.
5. Religious leave will be granted per Executive Law Section 296.

F. Family Leave

A teacher will be granted a family leave of up to one year for the purpose of bearing, adopting, or rearing his/her child. A teacher may be granted a family leave for an additional year upon approval of the Board of Education. Notification in advance shall be made to the Chief Executive Officer at least forty-five (45) calendar days prior to the onset of the leave; provided, however, that the District will waive this requirement in emergency situations. The family leave of absence shall be without pay, increments, benefits or the accrual of such during the leave; provided, however, that an eligible teacher may continue coverage under the District's insurance plan by reimbursing the District for the full cost of the coverage. The teacher will return at the beginning

of a semester, except with the agreement between the teacher and the Chief Executive Officer. Regardless of the determination of the Chief Executive Officer, the teacher shall be eligible for summer health insurance pending continued payment of the premium at their contractual rate. The District recognizes that a teacher upon returning maintains all of his/her accrued rights and benefits.

G. Military Leave

Board will extend all of the rights and privileges and will comply in all respects with the provisions of Section 242 and 243 of the Military Law.

H. Unpaid Leaves Of Absence

A teacher may be granted an unpaid leave of absence not to exceed one (1) year at the discretion of the Board of Education. A request for a leave of absence not exceeding three (3) days may be granted by the Chief Executive Officer, if such request cannot be timely acted upon by the Board of Education. If the leave of absence exceeds more than one half (1/2) the number of working days in any month, the leave shall be without benefits or the accrual of such, provided however, that an eligible teacher may continue coverage under the District's medical and dental plans by reimbursing the District for the full cost of such coverage. The teacher shall submit a request for such leave to the Chief Executive Officer as far in advance as possible. The District recognizes that a teacher, upon returning, maintains all of his/her accrued rights and benefits.

I. Sabbatical Leave

1. Purpose

- a. A sabbatical leave shall be an opportunity for a teacher to improve himself/herself as a teacher, and at the same time for the school district to contribute with the expectation that such improvement will be reflected in the total school program.
- b. Sabbatical leaves may consist of programs of study research, writing, or travel.

2. Eligibility

- a. A teacher with six years of consecutive teaching is eligible for a sabbatical leave with a guarantee that he/she will return to the school district for the next two years.
- b. A teacher with seven years of consecutive teaching is eligible for a sabbatical leave with a guarantee that he/she will return to the school district for the following school year.
- c. If a teacher fails to return after a sabbatical leave, he/she must repay the school system the sabbatical leave salary, prorated over the period of his/her unfilled obligation.
- d. A leave of absence does not constitute a break in years of consecutive teaching.

3. Quota

- a. A maximum of two teachers for any school year either as full or half-year sabbaticals.

- b. Emphasis will be placed on distributing the two sabbaticals between secondary and elementary teachers as much as possible.

4. Compensation

A teacher receiving a sabbatical leave will receive either one-half of his/her regular salary during a full year's leave or full salary during a half-year leave.

5. Guarantee

Each returning staff member is guaranteed:

- a. Reappointment to his/her former position.
- b. Salary credit for leave as if it were local teaching experience.
- c. Salary recognition for any college credits earned during the sabbatical.
- d. Continued membership and credit in the retirement system.
- e. Continued coverage by the group insurance plan.
- f. That sick leave accumulated prior to the sabbatical will be credited to the employee upon his/her return.

6. Application

- a. An application for a sabbatical leave, to be effective the first half of the school year, shall be submitted on or before February 1 of the preceding school year.
- b. An application for a sabbatical leave, to be effective for the second half of a school year, shall be submitted on or before September 1 of that school year.
- c. The application shall state fully the purpose or purposes for which the leave is requested. It shall then be submitted to the Chief Executive Officer who shall refer it to the Sabbatical Leave Committee, consisting of four members appointed by the Board and four members elected by the Association. The committee shall review the application and make recommendations to the Board of Education. In all cases, the final decision to grant a sabbatical leave will be at the discretion of the Board of Education.
- d. The candidate will be notified by the Board of Education relative to granting a sabbatical leave by April 15 and November 15 following the application.

7. Reports

Upon completion of the sabbatical leave, the teacher should submit a written report to the Chief Executive Officer for transmittal to the Board of Education with sufficient information to show whether the leave accomplished its immediate purpose and to aid in evaluating the entire leave program.

J. Professional Conferences and Visitations

- 1. Teachers may be allowed to attend professional conferences without loss of pay and the District will compensate the teachers for all reasonable expenses incurred in attending said conferences.

2. Teachers may be allowed to attend school visitations without loss of pay and the District will compensate the teacher for all reasonable expenses incurred in attending such visitations.
3. Requests for the above professional conferences and visitation days must be submitted a month in advance, if possible, and must be approved by the immediate supervisor and the Chief Executive Officer.

ARTICLE VII - MEDICAL, DENTAL, AND LIFE INSURANCE PLANS

- A. Employees and retirees shall have three (3) health insurance plan options. Annually, employees and retirees shall have the option of remaining in their chosen plan or selecting a new plan during the designated annual open enrollment period.
- B. For employees electing to participate in a District offered Health Insurance plan, the District agrees to pay the following portion of the premium for the selected Health Insurance plan or a comparable plan beginning July 1, 2021:

- 95% for Single coverage
- 90% for Employee/Spouse
- 90% for Employee/Child(ren)
- 85% for Family coverage

For employees hired on or after July 1, 2021, the District agrees to pay the following portion of the premium for the selected Health Insurance plan or a comparable plan:

- 90% for Single coverage
- 88% for Employee/Spouse
- 88% for Employee/Child(ren)
- 85% for Family coverage

1. COPAY PLAN OPTION:

Excellus Blue PPO Signature Copay 1 – Attached as Appendix J

The Excellus Blue PPO Signature Copay 1 health insurance plan consists of a \$15/\$25 PCP/Specialist office visit copays, \$250 emergency room copay and the following prescription benefits:

- \$5 copay: Tier 1 generic prescriptions, Tier 2 corticosteroids
- \$25 copay: Tier 2
- \$50 copay: Tier 3
- Mail Order (90 Days supplies) are available for 2 copays per mail order

2. HDHP – Health Reimbursement Account (HRA) Only OPTION:

Excellus BluePPO Signature Deduct 3 – Attached as Appendix J

1. For employees and retirees who elect to participate in the Excellus BluePPO Signature Deduct 3 plan HRA Only Option, the District will fund 100% of the annual out-of-pocket (OOP) maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy through an HRA administered by a Third-Party Administrator

(TPA). OOP expenses include medical and prescription expenses for qualified **in-network** expenses only which includes deductibles, co-insurance, and pharmacy copays.

2. The district will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.
3. Any and all administrative fees associated with the HRA plan option for participating employees and retirees shall be paid by the district.

3. HDHP – Health Savings Account (HSA)/HRA Stack OPTION:

Excellus BluePPO Signature Deduct 3 – Appendix J

1. For employees and retirees electing to participate in the Excellus BluePPO Signature Deduct 3 plan with HSA/HRA stack option, the District shall contribute the following amounts to an employee-owned Health Savings Account (HSA) administered by a TPA for the purpose of being used toward the plan deductible:
 - a. Single Coverage - \$1,400
Employee/Spouse, Employee/Child(ren) or Family Coverage - \$2,800
2. Once qualified in-network expenses reach the deductible amount of \$1,400 for an Individual policy or \$2,800 for an Emp/Child(ren), Emp/Spouse or Family policy, a district-funded HRA will be used to cover 100% of the remaining OOP maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy. OOP expenses includes medical and prescription expenses for qualified **in-network** expenses which includes deductibles, co-insurance, and pharmacy copays.
3. Participating employees and retirees may elect to contribute additional amounts to their HSA subject to IRS regulations and limitations.
4. When an employee or retiree no longer participates in the HDHP – HSA/HRA Stack plan, all elected employee HSA payroll contributions and employer-funded HSA contributions will cease.
5. The district will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.
6. Any and all administrative fees associated with the HDHP - HSA/HRA Stack plan option for participating employees and retirees shall be paid by the district. If an employee or retiree chooses another insurance option, leaves the district, or reaches the age of 65 but has a balance remaining in their HSA account, the employee/retiree or former employee may be responsible for monthly administrative fees associated with their HSA account.
7. The District shall contribute to participating employee and retiree HSA's as follows:
 - A. For participating retirees, the HSA shall be funded 100% annually each July 1 (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).

B. For participating employees:

1. July 1, 2021 – The HSA shall be funded at 100% (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
2. July 1, 2022 and thereafter – The HSA shall be funded 50% on July 1 and the remaining 50% on September 1 annually.
3. Funding of the HSA for new employees hired in the month of September will be funded 100% and funded immediately.
4. Funding of the HSA for new employees hired mid-year (after September 30) will be prorated (# months in plan year/10 months) and funded immediately.

C. Life Insurance Plan

The district agrees to pay the following portion of premium for a district sponsored life insurance policy:

95% for Single
85% for Family

- D. The Board agrees also to pay \$1.00 per month per teacher towards the cost of an Income Protection Plan. The \$1.00 figure is based on 100% participation by the Bainbridge-Guilford faculty. If the number of teachers who elect this coverage is below 100%, the amount per teacher the Board has agreed to contribute will be increased proportionally.
- E. The Board agrees to make available to retired teachers the identical Health Plan they would enjoy if teaching. The retired teacher will remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on the rates as charged the Board by the carrier.

For teachers retiring after July 1, 2004 and who meet the following conditions, the District will pay fifty-five percent (55%) of the premium of the employee rate only.

1. Teachers must have served for fifteen (15) continuous years in the Bainbridge-Guilford School District.
2. Teachers must be eligible to retire under the N.Y.S. Teachers' or Employees' Retirement System.

The District will pay its share of the premium until the retired teacher reaches age 65. The teacher may cover eligible dependents by paying the full premium.

Effective July 1, 2014, and thereafter, retirees who become Medicare eligible shall have the option to enroll in the MVP Medicare Advantage Plan. Medicare eligible retirees shall be responsible for 100% of the cost.

- F. The District shall provide a dental benefit package offered by MetLife Dental Insurance Plan Option 3. The District shall pay sixty-five percent (65%) of the premium for either individual or family coverage.
- G. The District will make available to each bargaining unit member the benefits of the IRS Section

ARTICLE VIII - TEACHING CONDITIONS

Recognizing the teacher as a professional, it is assumed that he/she shall be on his/her own recognizance during his/her preparation time and that he/she may leave the building and school grounds, provided the building principal does not object. A reason must be given to the building principal before leaving. Each building principal will establish a procedure to be followed in the event of his/her absence from the building.

A. School Year and Teaching/Work Day

The work day for teachers will be seven (7) hours and fifteen (15) minutes between the hours of 7:30 a.m. and 4:00 p.m. All teachers will have a minimum of thirty minutes duty free for lunch. If during final exam (Regents) week teachers do not have assigned duties and wish to do school work at home, they may make such request in person on the day of the proposed absence to the building principal who will then give his/her approval to such request.

The school year shall be no longer than September 1 to June 30 and shall include no more than one hundred eighty-six (186) work days.

B. Class Size

1. Class size should not exceed twenty-eight (28) students in either the elementary or middle-senior high school except in large group or team teaching situations.
2. In special situations such as technology, home and career skills, and science laboratories, the recommendations of the teacher as to maximum group size will be considered so that safe and proper utilization of available equipment may be arranged.

C. Preparations and Teaching Load

1. The normal work load for Middle and Senior High School teachers shall be a maximum of four (4) different preparations except in unusual circumstances. If due to unusual circumstances a teacher is assigned a fifth preparation, his/her preparation time shall be doubled.
2. Each teacher shall have a minimum of one (1) unassigned period per day for preparation and evaluation.
3. Teachers will accompany their class to a scheduled assembly and remain with the class at the assembly for the purpose of supervision.
4. Any teacher unable to attend his/her scheduled assignment shall notify the building principal the day before the absence (if known) or the teacher registry the day of the absence. The building principal will make every effort to replace the teacher with a qualified substitute. No teacher shall be required to substitute for another during his/her unassigned period. If an emergency occurs, a teacher may be asked to substitute; however, he/she reserves the right to refuse such assignment. Such refusal shall not be subject to reprisal.

Any absence known to the building principal on the day previous to the absence shall not be normally considered to constitute an emergency.

If the vacancy is anticipated to be for at least four consecutive weeks, the substitute shall assume all of the duties of the regular classroom teacher.

5. A Middle or Senior High School teacher shall not be required to have more than six (6) instructional periods per day except with the agreement of the teacher. In elementary schools every effort will be made to equate the time to instructional time of high school teachers.
6. Part-time teachers
 - a. Teachers who are employed on a less than full time basis will be employed under the terms and conditions of the BGTA contract as follows:
 - i. A full week is calculated on the basis of the established work week, excluding the lunch period.
 - ii. Teachers employed 50% or more per week of a regular teacher's schedule will receive salary and benefits pro-rated on that percent, (e.g., a half-time teacher would be eligible to receive seven [7] full days or fourteen [14] half days of his/her work days as sick days, based on a full time allotment of fourteen [14] days) and health and dental insurance at the contribution rates as listed in this Agreement.
 - iii. Excluded are hourly teachers hired on a less than half time basis per week on a regular basis, and those who may work an irregular schedule that periodically exceeds half time. Salary, sick leave, and personal business leave will be calculated effective with the first date of regularly scheduled employment of half time or more per week.
 - iv. Teachers employed for less than fifty percent of a regular teacher's schedule are considered incidental and not eligible for benefits as outlined herein.
 - v. Teaching responsibilities and preparation time will be prorated to a regular full time teacher's work day.
 - b. Teachers, including substitutes, as defined in Article 1; F, will be employed under the terms and conditions of the BGTA contract as follows:
 - i. Sick Leave and Personal Business Leave will be prorated, based upon the number of months of paid employment (more than half of the work days in a month receive credit for the month).
 - ii. All other terms and conditions shall apply same as teachers.

D. Semestering and Block Scheduling

Notwithstanding paragraph C. Preparations and Teaching Load, paragraphs 1, 2, and 5, for the time that the District schedules instructional classes in the High School and Middle School by either blocking or semestering, the following shall apply:

1. The Middle School or High School teacher shall not be required to have more than six instructional periods per day and per year except with the written agreement of the teacher. This translates into having no teacher being assigned to more than six (6) classes (three [3] double periods) or two hundred seventy (270) instructional minutes per day each semester. This includes both regular and remedial instruction.
2. Each teacher shall have a minimum of one (1) double unassigned period per day for preparation and evaluation. Preparation and planning time should be used for individual preparation and planning and for preparation and planning with special education teachers and remedial staff. Teachers may be scheduled without a double unassigned period as long as they have at least two (2) unassigned periods within the course of each day. Whenever a Middle School teacher is scheduled with three (3) unassigned preparation periods, one (1) of these periods maybe used for team preparation and planning. Whenever a Middle School teacher is scheduled with two (2) unassigned preparation periods, the team may arrange for team planning.
3. All teachers will have a minimum of thirty (30) minutes duty free lunch.
4. Each day may include no more than thirty (30) minutes of advisory activities. Such time may include student advisory, silent reading, office hours or assist time. All of these activities are to be scheduled by the teacher.

The goal of the District is to have the following teaching loads:

- a. In K-5, twenty (20) students or less;
- b. In a semestered/blocked schedule, sixty (60) students per day;
- c. In a nonsemestered/nonblocked/mixed schedule, ninety (90) students per day.

The District shall use a variety of strategies to attain this goal. Both parties understand that there may be anomalies that necessitate numbers in excess of these guidelines (e.g., an unusually large grade, scheduling difficulties, and limited class offerings). As soon as an anomaly occurs the affected teacher and the Association will be notified and their input solicited. The special areas, including Art, Music and Physical Education, should not have a class size of more than twenty-eight (28) students except in large group or team teaching situations.

E. Teacher Facilities

The Board recognizes that adequate facilities are necessary if the teacher is to do the most efficient job possible.

F. Before/After School Meetings

It is recommended that before or afterschool meetings called by the Administration be limited to one (1) per week and will not exceed 45 minutes past or prior to the school day. No teacher shall be required to attend more than one (1) meeting per week called by a building administrator or curriculum coordinator.

Additionally, the District shall have the option of scheduling up to three (3) District wide Superintendent meeting(s) annually. Superintendent's meetings shall begin at 3:15 and will not go beyond 4:15. At no time shall the District meeting occur in the same week as a building faculty meeting.

There shall be no Faculty Meetings during week of Open House or Parent Conferences.

G. School Calendar Development

School calendar shall be devised cooperatively between the B-G Teachers Association and the Board or Administration. Cooperatively shall be construed to mean that advance suggestions will be sought from the Association before a tentative calendar is prepared. Before a tentative calendar goes to the Board in final form, it shall be given to the Teachers Association for reaction and discussion.

H. Professional Dress

Employees shall dress in a professional manner during the school day unless classroom or school-wide activities scheduled warrant dress other than what is deemed appropriate professional attire. (classroom projects, labs, and parties as well as field trips, field days, and dress down days may be exceptions with notification from the employee to the appropriate administrator.

Unacceptable Professional Dress includes:

- Blue Jeans
- T-shirts
- Shorts
- Jogging Suits
- Beach Style Flip Flops
- Revealing Clothing
- Clothing that has obscene or offensive words and/or pictures

Acceptable attire for physical education staff members include jogging suits, sweat suits, shorts, a collared shirt or sleeved athletic/activewear shirt.

I. Elementary Parent Teacher Conference

If the District schedules Elementary Parent Teacher Conferences to accommodate all parents, then two half days will be scheduled for that conference period.

If the District schedules Elementary Parent Teacher Conferences to accommodate parents on an as needed basis, then one half day will be scheduled for that conference period.

J. Nonresident Tuition

Effective the 2011-12 school year, nonresident employees will have the option of sending their children to Bainbridge-Guilford Central School. The District will not charge tuition to nonresident employees who choose the option to enroll their children. With the exceptions of the ability to enroll and free tuition, Board policy will dictate all other terms and conditions regarding nonresident attendance.

ARTICLE IX – TEACHER EVALUATION AND MENTORING PROGRAM

***Note: Obligations under NY Education Law §3012-d will supersede any contrasting**

language in Article IX (Teacher Evaluation)

1. Teacher Evaluation: The following policy will govern all teacher observation and evaluation:
 - A. Formal observations/evaluations of teachers will be conducted openly without the use of surveillance devices.
 - B. Probationary teachers denied tenure or not being continued for employment will be so notified sixty (60) days prior to the proposed termination of the Chief Executive Officer's intentions. In extraordinary circumstances this does not preclude a shorter notification date as per the Education Law if the Chief Executive Officer determines that conditions warrant it. The above date shall not be restrictive to the District in the event of possible staff reductions due to declining enrollment or budgetary cutbacks.
 - C. Teachers will have the right to schedule an appointment with the Chief Executive Officer or his/her designee to review the contents of their personnel files and to make copies of any documents therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A teacher will be notified of any material being added to his/her personnel file other than the updating of records. The teacher will also have the right to submit a written answer to any derogatory material and his/her answer shall be reviewed by the Chief Executive Officer and attached to the file copy.
 - D. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
 - E. The parties agree to conduct negotiations for the purpose of compliance with the New York State Education Department's new APPR regulations specified in §3012-d of the Laws of New York (Education) and §100.2(o) of the Regulations of the Commissioner of Education. Said negotiations shall take place when the necessary Commissioner's regulations and studies by the Regents Task Force on Teacher and Principal Effectiveness have been completed. Said negotiations shall be conducted in accordance with and subject to the parties' rights and obligations under Article 14 of the civil Service Law.
 - F. The parties agree to use the State Education approved NYSUT Rubric for purposes of APPR compliance.
 - G. The agreed upon particulars shall be contained I Appendix I.

2. Mentoring Program

The B-G Mentoring Program shall provide support and guidance to teachers new to the profession or new to the district.

There are two types of programs. One program shall be for teachers new to the profession or probationary teachers recommended by administration. The second program shall be for teachers recommended by administration and for teachers new to the Bainbridge-Guilford School District. The mentoring program shall be mandatory for all newly hired teachers.

Required activities include: Weekly conferences between mentor and mentee, bimonthly observations by the mentor, in-service training as recommended by the mentor or administrator. Conferences will include such topics as: effective teaching; classroom management; cooperative

learning; teaching in the block or semester schedule (Junior/Senior HS); pacing; faculty handbook; Code of Conduct for students; grading-how to submit grades, other teacher to observe, lunch, study hall rules, resources, mission and vision for the District, teaming, school culture, discipline procedures for signing up for the BOCES library loan, substitutes and how to plan for them, how subs are secured, print shop, CSE procedures, BOCES-getting things-what they offer-how to enroll in staff development classes, fire drill procedures, emergency procedures, how to use the phone system, taking attendance, AIS, curriculum maps, lists of events, and who does what. These conferences may be more often than weekly as needed.

Mentors

Mentors will be tenured teachers with at least three years' experience. *In the event that a surplus of mentors is available, or if a shortage is experienced, a mentoring committee may be formed by mutual consent to resolve the issue.* The principal may circumvent the application process if mentors need to be appointed. Mentors may use mentoring as part of their Professional Development Plan. Mentors must meet with their mentee prior to the start of the school year and formally at least once a week thereafter. NY State prefers mentors and mentees to be in the same curricular area. Although, in some cases, it is understood that selection of a mentor in a different curriculum area may be a better fit. Mentors will be responsible for covering at least the topics enumerated on the attached "Mentor Check List" by the dates indicated. A log will be kept of all formal meetings and observations.

Mentoring Committee

A mentoring committee may be formed to resolve issues of too many or too few mentors. A committee may be used to screen possible mentors or to enlist mentors when needed, and make recommendations to the building principal on the mentoring pool. Mentors may be appointed from this pool.

Mentee

The mentee is expected to observe the mentor and any other teacher, in or out of the district, as suggested by the mentor and/or principal. A substitute will be provided for such observations if necessary.

Principal

The Building Principal is an integral part of the mentoring program. The Building Principal will meet at least five times during the year with the mentor and the mentee to determine how the program is going and to address any problems. The principal will meet by February 1 with each mentor and mentee to discuss progress. The principal will check the mentor's log periodically. The principal is responsible to alert the mentoring committee if any changes are needed.

Introduction

Mentees will attend an introduction program as part of a new staff orientation to be held before school begins. When arranged, the mentees may meet their mentors. If held at a separate time, mentees will be compensated for the time of the introduction program. Mentors will be compensated at the contractual staff development rate for approved time spent during the introduction program.

Evaluation

Evaluation by all parties will follow the evaluation rubric. Mentors will not be involved in evaluation of mentees.

Compensation

Mentors will be compensated at the hourly rate specified, as per Article IV.H.2., in the contract

for any approved hours during July and August. Mentors will receive a stipend of \$500 for meeting their mentoring requirements. Mentors appointed or selected during the school year will have their compensation prorated.

ARTICLE X - VACANCIES

- A. All professional vacancies or new positions in the district including administrative, supervisory, or regular teaching assignments shall be made known to the present professional staff at least five (5) days before the general release by posting a notice in each faculty room and notifying the president of the association by letter. The appropriate faculty members may be involved in the interviewing of all candidates for professional vacancies or new positions in the district including administrative, supervisory or regular teaching assignments. The Association will be responsible for distributing the notice to its members.
- B. If a department head position becomes vacant, the members of the department shall be notified and allowed to make application for the vacancy.

ARTICLE XI - RETIREMENT INCENTIVE

- A. Teachers who retire in their first year, second year, or third year of retirement eligibility and choose to utilize this provision must retire at the end of the school year in which said eligibility is reached. The teacher will be allowed to retire at the end of the first semester provided retirement eligibility has been reached and the Chief Executive Officer finds a suitable replacement.
- B. The teacher must notify the district in writing prior to December 1 of the school year in which he/she will retire. If the teacher wishes to retire at the end of the first semester, he/she must notify the district in writing prior to June 1.
- C. No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described below.
 - 1. Any employee participating in this 403(b) retirement program shall have established a 403(b) retirement account and given notice to the District of the establishment of the account prior to the employee's retirement date. Failure on the part of the employee to establish a 403(b) account prior to the employee's retirement date shall result in forfeiture of entitlement to any monies due under this Article XI retirement incentive.
 - 2. The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article XI – Retirement Incentive. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 60 days of retirement. The Association and the employer mutually agree to remit the non-elective employer contribution to the employee's 403(b) account using the following guidelines.
 - a. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
 - b. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the

New York State Teachers' Retirement System.

- c. In the event that the contribution exceeds acceptable contribution limits, the employer agrees:
 - 1) To pay any excess over the limits as compensation to the employee within 90 days of retirement if such employee has a NYSTRS membership date prior to June 17, 1971, or,
 - 2) If an employee has a NYSTRS membership date after June 16, 1971, to remit to the employee's 403(b) account any remainder, or the maximum contribution amount permitted under IRS code and regulations, whichever is less, no later than January 20 of the calendar year following retirement.
- 3. In the event of the retired employee's death, any balance held by the employer will be paid to the beneficiary of the deceased retiree.
- D. Payment shall be 60% of the total sick leave accumulation at the end of the school year in which the teacher retires. Payment will be made at the teacher's current salary rate (1/200). The salary shall not include extracurricular compensation.

ARTICLE XII - PUPIL BEHAVIOR

The following principles shall apply in the Bainbridge-Guilford Schools regarding the responsibility of the teacher in dealing with the child who misbehaves. It is issued so that members of the school staff may understand clearly the procedures which are followed in upholding conduct in the schools.

- A. Each teacher is required to maintain appropriate pupil behavior at all times so that the objectives of training for self-discipline and learning may exist. To this end, the teacher knows the value of careful planning, good organization, and thorough preparation for teaching the lesson.
- B. When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, he/ she seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction, a pupil continues to misbehave, the teacher shall discuss the case with the building principal, or his/her designee, for his/her advice and assistance. If the case is serious enough to warrant further investigation by the building principal, or his/her designee, the teacher should submit a written report on the pupil's behavior and the action he/she has taken. Correspondingly, the administrator will submit a written report to the teacher or hold a conference with the teacher outlining the action he/she has taken.
- C. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Such cases are referred immediately to the principal, or his/her designee, for appropriate action with a verbal or written explanation from the teacher as to the nature of the violation. Disciplinary decisions shall be as per the District Code of Conduct.
- D. In all cases of pupil suspension, the provisions of Section 3214 of the New York State Education Law shall be complied with.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. Teachers will report to their principal immediately all cases of student physical assault suffered by them in connection with their employment and will make a report in writing within three (3) days, unless circumstances prohibit such notification. This report will be forwarded to the Chief Executive Officer who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident and will act as liaison between the teacher and the parents of the student(s).
- B. The Board of Education recognizes its obligation under Section 3028 of the Education Law. In order to avail himself/herself of this protection, the teacher must inform, the Board within ten (10) days of such incident.
- C. 1. Whenever a teacher is absent from school as a result of personal injury caused by a student occurring in the course of his/her employment, he/she will be paid his/her full salary for a period not to exceed two hundred (200) school days from date of first absence and no part of such absence will be charged to his/her annual or accumulated sick leave provided the Workers' Compensation Claim is uncontested. Workers' Compensation benefits will be retained by the District. If the claim is contested by either the District or the carrier, the teacher will be reimbursed according to the above, when the final decision on the claim is rendered. A physician's statement concerning the employee's inability to work will be required in order for the employee to be paid.
2. Workers' Compensation
- An employee absent on Workers' Compensation Disability except in C.1 above, but including contested claims, may elect, in writing, to use any accumulated Sick Leave. The Workers' Compensation daily disability payments will then be assigned to the District and the employee will, in turn, have accumulated Sick Leave replenished by the ratio of the amount of daily disability payment to the amount of regular daily pay. The employee will have only the amount of sick leave actually taken for such disability replenished and any excess monies will be returned to the employee. Health Insurance continuation shall be coordinated with the Business Office.
- D. No teacher shall suffer any disadvantage by reason of his/her membership in the association or participation in its lawful activities.
- E. No teachers will be involuntarily transferred to other buildings in the district, to other grade levels, or to other departments without a conference with the teachers involved. Whenever possible, those teachers involved will be notified at least one month prior to the opening of the school year of any changes in their teaching assignments. Teachers shall be notified of their schedule for the coming year, including the schools to which they will be assigned and the grades and/or subjects they will teach no later than June 30 when possible.

ARTICLE XIV - ASSOCIATION BUSINESS

The President of the Association and/or his/her designee, shall be granted time without loss of pay for NYSUT Representative Assembly and other Association business. Such time shall not exceed a total of five (5) school days.

Should a Regional VOTE/COPE Coordinator or Political Action Coordinator (PAC) be appointed, the Coordinator shall be granted time without loss of pay for Regional and/or Statewide meetings. Such time shall not exceed a total of five (5) school days, with up to seven (7) days upon approval from the superintendent given unique circumstances.

ARTICLE XV – MAINTENANCE OF STANDARDS

Unless there is prior negotiation with the Association, this agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed. Except as required by the agreement, the duties and responsibilities of teachers in any position in the negotiating unit will not be substantially altered or in any way increased.

ARTICLE XVI - SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVII - INDIVIDUAL AGREEMENTS

Any individual arrangement, agreement, or contract hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement and subsequent Agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.

ARTICLE XVIII - STATEMENT OF SECTION 204-a OF THE CIVIL SERVICE LAW

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

ARTICLE XIX - ACADEMIC FREEDOM

Teachers shall be given personal and academic freedom within the bounds of mature responsibility. Should a question of academic freedom arise, the parties agree to meet to discuss the relevant issue(s) in order to resolve the concern(s).

ARTICLE XX - GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship

between the District and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the District and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A GRIEVANCE is any violation of this agreement or any dispute with respect to its meaning or application.
2. AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
3. PARTY-IN-INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
4. GRIEVANCE COMMITTEE is the committee created and constituted by the Association.
5. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decision at any stage of this grievance procedure.
6. SUPERVISOR shall mean the immediate administrative officer in charge of the building or educational area where the alleged grievance arises.

C. Procedure

1. All formal grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party and shall be filed on the form shown in Appendix C.
2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore.
3. If a grievance affects a group of teachers, it may be submitted by the Association.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment but outside of the hours of teaching. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in E.1 and E.2, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all

witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by any person against the aggrieved party, any party of interest, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

D. Time Limits

1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within ten (10) school days after the teacher knew of the act or condition on which the grievance is based. If the teacher was not directly informed in writing of the matter on which the grievance is being based, the time limit for filing a grievance shall be twenty (20) school days.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or between June first (1st) and September first (1st) inclusive, the time limits set forth in Section E below shall be interpreted to be calendar days excluding Saturdays and Sundays, instead of school days.

E. Stages in the Grievance Procedure

1. Stage 1 - Informal Stage

A teacher having a contractual grievance will discuss it with his/her supervisor either directly or through a representative with the objective of resolving the matter informally. The teacher or representative shall state that the discussion involves a grievance. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance. If the grievance is not resolved informally within twelve (12) school days after notification, it shall be reduced to writing and presented to the supervisor at stage 2 within six (6) school days.

2. Stage 2 - Supervisor

Within six (6) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his representative and the Chief Executive Officer.

3. Stage 3 - Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the teacher shall, within six (6) school days, present the grievance to the Association's grievance committee for its consideration.
- b. If the grievance committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 2 with the Chief Executive Officer within six (6) school days after the teacher has received such written decision. Copies of the written decision at Stage 2 shall be submitted with the appeal.
- c. Within ten (10) school days after the receipt of the appeal, the Chief Executive Officer shall hold a hearing with the grievant and the representative(s) of the grievance committee. Representatives of either side and other parties-in-interest may also be involved in the hearing.
- d. The Chief Executive Officer shall render a decision in writing to the teacher and the Association Grievance Committee within six (6) school days after the conclusion of the hearing.

4. Stage 4 - Arbitration

- a. After such hearing, if the Association is not satisfied with the decision at Stage 3, the grievance may be submitted to arbitration. The intention to advance to arbitration shall be by written notice to the Chief Executive Officer from the Association Grievance Committee, within ten (10) school days of the decision at Stage 3.
- b. Unless the parties have mutually agreed to an arbitrator within five (5) school days after such written notice of submission to arbitration, the Chief Executive Office and/or the Association may agree to submit the dispute to Cornell University's Alternate Dispute Resolution procedure. Absent an agreement within the five (5) school days to submit the matter to Cornell ADR, the Chief

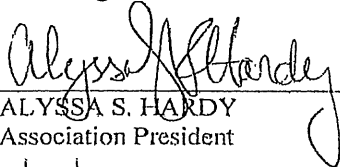
Executive Officer and/or the Association will make application for arbitration to the American Arbitration Association. The parties and the arbitrator will then be bound by the rules and procedures of the Cornell ADR or the American Arbitration Association, whichever is selected.

- c. The selected arbitrator will hear the matter promptly and will issue his/her decision as promptly as possible from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs have been submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. To the extent provided by law, the decision of the arbitrator shall be final and binding upon all parties.
- f. The costs of the service of the arbitrator, including expenses if any, will be borne equally by the District and the Association.

ARTICLE XXI – DURATION OF AGREEMENT

This contract shall become effective on July 1, 2021 and shall continue in effect through June 30, 2024. If an agreement has not been reached before the expiration date of this contract, all provisions of this contract subject to prevailing law and PERB decisions shall remain in effect until an agreement on a new contract has been reached.

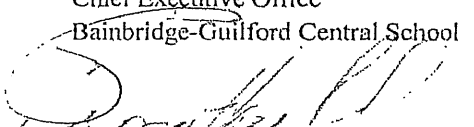
Association President
Bainbridge-Guilford Teachers Association


ALYSSA S. HARDY
Association President

4/25/2022

Date

Chief Executive Office
Bainbridge-Guilford Central School


TIMOTHY R. RYAN
Chief Executive Officer

4/25/22
Date

APPENDIX A - COACHING

- A. A coach may be appointed to a second position in the same sport if recommended by the Superintendent to the Board of Education. The coach will be paid an additional stipend of one-half the lower of the two salaries at the same step. The expectation is the time commitment of the coach will approximate the time spent as if two separate coaches were appointed.
- B. Based on the number of participants in any given sport or level of competition, more than one coach may be necessary. At any time a second coach is deemed necessary, the Athletic Coordinator will recommend to the Superintendent who may seek approval from the Board of Education. Both coaches will receive the full stipend allotted to the position.
- C. Steps reflect years in the sport and not years in each coaching position.
- D. In the event a coach or an advisor to an extracurricular activity is unable to fulfill his/her duties, the District will hire a replacement and the payment will be prorated at the number of days worked by each person. Payment shall be subject to the total amount specified by the salary agreement for the original coach or advisor.
- E. All coaching positions are renewable yearly. Applications may be submitted to the Chief Executive Officer on the following schedule.

Fall seasons	Before May 1st
Winter seasons	Before July 1st.
Spring seasons	Before November 1st.

Unless there is a resignation that leaves the position vacant, this provision will be deemed the official posting of these positions according to Article X.

- F. Coaching Evaluation:
1. The District will develop a cover letter to be attached to the evaluation including:
 - District coaching expectations and philosophy for all levels
 - Role of the individual coaches in the athletic program for each sport
 2. Positions of coaches rated "highly effective" and "effective" and who have submitted a letter of intent, shall not be posted annually. The District shall have the option of posting any coaching position where a coach has received either a "ineffective" and "developing" rating. This does not waive the District's management right for appointment of coaches.
 3. Coaches shall receive their evaluation within 30 days post season.
 4. The parties shall meet to review the evaluation procedures within the first year of implementation.
 5. Evaluation Form as attached shall become part of the Appendix in the contract. Coaching Observation/Evaluation procedure and form per Appendix A.2 (procedure) and A3 (form)

APPENDIX A.1 Coaching Salary Schedule for 2021-2024

2021-2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Category 1	3547	3997	4448	4940	5411	5857	6318
Category 2	2515	2924	3371	3909	4355	4807	5265
Category 3	1934	2201	2515	2785	3057	3331	3610
Category 4	1922	2303	2660	3044	3375	3713	4071
Category 5	1633	1942	2232	2483	2729	2974	3242
Category 6	1436	1706	1934	2201	2474	2745	2849
Category 7	1332	1681	1950	2179	2399	2619	2897
Category 8	290	645	713	876	1077	1253	1446

Category 1

V Football
V Basketball (B&G)
V Wrestling
V Swimming (B&G)
V Volleyball (G)
Indoor Track

Category 2

V Baseball
V Soccer (B&G)
V Softball
V Track
V Football Assistant
JV Football
JV Basketball (B&G)
JV Wrestling
JV Volleyball (G)

Category 3

V Cross Country
JV Baseball
JV Softball
V Track Assistant
Cheerleading (Winter)
JV Soccer (B&G)

Category 4

Mod A Football
Mod A Basketball (B&G)

Category 5

Mod A Soccer (B&G)
Mod A Baseball
Mod A Softball

Category 6

Bowling (B&G)
Golf
Tennis
Cheerleading (Fall)

Category 7

Mod Football
Mod Soccer
Mod Basketball (B&G)*
Mod Wrestling
Mod Volleyball
Mod Baseball
Mod Softball
Mod Track

Category 8

Volleyball (B)
Badminton
Table Tennis

Returning coaches shall advance one step on the schedule.

Athletic Coordinator 2021-2024: \$10,715

Note: Should the Board of Education approve two (2) coaches for any of the above sports, each coach shall receive a full stipend.

Note: If there is no JV level, the coach shall receive the Mod A rate.

APPENDIX A.2
BAINBRIDGE-GUILFORD CENTRAL SCHOOL
Coaching Observation/Evaluation Procedure

- A. Share Process and Form(s) at Pre-Season Coaches Meetings**
The Observation/Evaluation Form and Rubrics will be shared and reviewed with coaches during the Pre-Season Coaches Meetings
- B. Observations/Evaluation:**
- Pre-Season Responsibilities
 - Observe Practice – A minimum of 30 minutes of a practice will be observed by the Athletic Director/Administrator –Announced Observation
 - Observe Game – A whole game will be observed by the Athletic Director/Administrator –Unannounced Observation
 - Post-Season Responsibilities
 - Off-Season Work
 - Teaching/Coaching
 - Professional Qualities
- C. Coach Self-Assessment**
Coach will assess themselves prior to meeting with the Head Coach, A.C. and A.D.
- D. Post-Season Meeting w/Coach, Athletic Coordinator and Athletic Director**
Varsity Head Coach
Assistant Varsity Coach(es) - includes feedback from Head Coach
Lower Level Coaches – includes feedback from Head Coach
- Indication of Desire to Return (On Evaluation)
- Copies to all – Coach, Athletic Director, Superintendent
- E. Superintendent Reviews Observation/Evaluation**

APPENDIX A.3
BAINBRIDGE-GUILFORD CENTRAL SCHOOL
DEPARTMENT OF INTERSCHOLASTIC ATHLETICS
COACHES OBSERVATIONS AND EVALUATION

Name: _____ Date: _____

Sport: _____ Level: _____

The coaching responsibilities listed are rated on the following scale:
 Not Applicable = NA Ineffective = 1 Developing = 2 Effective = 3 Highly Effective = 4

	<u>Self Rating</u>	<u>Admin. Rating</u>
Pre-Season Responsibilities		
1. Meetings: Attends, participates and/or conducts meetings	1. _____	_____
2. Organization: Timely and organized distribution and collection of paperwork Works cooperatively and collaboratively with nurse regarding students' medical needs and clearance Equipment, med kit, and uniforms are ready for practices and games	2. _____	_____
3. Schedule: Practice, scrimmage and game schedule has been established through work with Athletic Coordinator	3. _____	_____
4. Tryouts: Are conducted with outlined process culminating with data driven decisions followed with personal notification of cuts Timely submission of roster to A.C., Main Office, Guidance and Transportation	4. _____	_____
Practice Formative Assessment (Announced Observation) – Date: _____ Time: _____		
5. Supervision: Athletes supervised before, during and after practice	5. _____	_____
6. Written Practice Plan is organized, clear, documented and includes: objectives, warm-up, instruction, drills, scrimmage, closure and reflection	6. _____	_____
7. Delivery of Practice: Clearly demonstrates and communicates skills, drills & strategies Athletes have opportunity to participate and are engaged Coach provides feedback, re-teaching, and alters practice plan to meet the of the athletes and/or team	7. _____	_____
8. Safety is maintained throughout the practice	8. _____	_____
Game Formative Assessment – (Unannounced Observation) Date: _____ Time: _____		
9. Supervision: Athletes supervised before, during and after game	9. _____	_____
10. Game Set-Up: Game personnel are established Preparation of materials, equipment and playing area Coach communicates with athletes before, during and after the game	10. _____	_____
11. Game Management: Management of the game, playing time and injuries, depending on level.	11. _____	_____
12. Coaches Interactions: Game personnel, opponents, officials and parents Post-game reports to media, A.C. and School Announcements	12. _____	_____
Post-Season Responsibilities		
13. Equipment: Collected, inventoried, evaluated and placed in storage	13. _____	_____
14. Paperwork: Completed and submitted to A.C. in timely manner	14. _____	_____
15. Evaluations: Head coach provides input to AD/Administrator of subordinate coaches	15. _____	_____
16. Meetings: Attends and participates in End of Season Meetings Meets with Athletic Coordinator to budget, select awards, gives input to coaches debrief program and submits next season schedule requests	16. _____	_____
Off-Season Work		
17. Communication: With athletes, coaches, A.C. and parents	17. _____	_____

- | | | | |
|--|-----|-------|-------|
| 18. Program Promotion: Promotes and/or leads athletes to camps, clinics and training | 18. | _____ | _____ |
| 19. Coach and Program Improvement: Coaches meetings, clinics, conferences, book and/or video study | 19. | _____ | _____ |
| Teaching/Coaching | | | |
| 20. Knowledge: Technical aspects, strategies, athletes abilities, progressions and styles | 20. | _____ | _____ |
| 21. Rules: (NYSPHAA, Section IV, MAC League, B-G) and Rule Book | 21. | _____ | _____ |
| 22. Promotes Athlete Development | 22. | _____ | _____ |
| Professional Qualities | | | |
| 23. Demonstrates Leadership: Respected role model who fosters morals and ethics | 23. | _____ | _____ |
| 24. Rapport: With and between staff, athletes, parents, and officials | 24. | _____ | _____ |
| 25. Coaching Certification: Updates and maintains certification and documentation | 25. | _____ | _____ |

Overall

Rating: Ineffective (25-49) Developing (50-74) Effective (75-84) Highly Effective (85-100)
 Total Points: _____

Season Accomplishments:

Goals for Improvement:

I WISH / DO NOT WISH to return to my present coaching position for next school year.

 Signature of the Evaluated Coach

 Date

The signature of the coach does not necessarily mean agreement with the evaluation, only that the coach has read and understands the evaluation. The coach has the right to attach a statement expressing his/her opinion.

Comments/Recommendations of the Administrator:

 Signature of Superintendent

 Date

 Signature of Athletic Director/Administrator

 Date

Employment recommendation:

- _____ Recommend for continued appointment.
- _____ Recommended for continued appointment pending "Goals for Improvement"
- _____ Not recommended for reappointment.

APPENDIX A.4 – ATHLETIC PASSES

1. Each head coach of the following sports will have the use of a Section IV pass for the length of his/her season if the passes are issued by Section IV (Football, Basketball, Wrestling).
2. Every other coach of a varsity and junior varsity sport will receive the use of a Mid-State Athletic Conference pass for the duration of his sports season.
3. The Athletic Director will be responsible for an additional five (5) Mid-State Athletic Conference passes and an additional one (1) Section IV pass which may be used for other purposes such as scouting.

APPENDIX A.5 – PAYMENT SCHEDULE

Coaches will be given the opportunity, when they sign their appointment notice, to indicate whether they wish to be paid the full amount at the conclusion of their season or to be paid 50% at the mid-point of the season and the other 50% at the conclusion.

APPENDIX B.1 - COMPENSATION SCHEDULE FOR EXTRACURRICULAR ACTIVITIES 2021-2024

All extracurricular positions are renewable yearly. Applications may be submitted to the Chief Executive Officer on the following schedule.

Full year positions	Before May 1st
Fall seasons	Before May 1st
Winter seasons	Before July 1st.
Spring seasons	Before November 1st.

Unless there is a resignation that leaves the position vacant, this provision will be deemed the official posting of these positions according to Article X.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Category 1	1936	2092	2248	2404	2560	2716
Category 2	872	965	1058	1151	1244	1338
Category 3	503	576	649	723	796	872
Category 4	200	261	322	383	444	505

<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
Yearbook	Odyssey Coaches	9 th Grade Advisor	Ski Club
Senior High Student Council	10 th Grade Advisor	7 th Grade Advisor	
Senior Class Advisor	8 th Grade Advisor	Junior High. Honor Society	
Junior Class Advisor	Senior High Honor Society	Musical Director	
YES! Leads	Junior High Student Council	After Prom Coordinator	
Odyssey Coordinator	Color Guard	Spanish Club	
Drama High School	Envirothon	Pep Band	
Music Supervisor	Elementary Yearbook	French Club	
Ag. Club/FFA	Marching Band	Literary Magazine	
	Elementary Drama	Forensic Advisor	
		Mock Trial	

Returning advisors shall advance one step on the schedule.

Life Beyond High School: \$500 each for 6 team members.

Implementation of compensation schedule will not result in diminishment of salary for employees with previous experience in the same position.

	2021-2024
Chaperone	\$17.56

One Time Events	2021-2024
Ticket Seller	\$59.33
Timekeepers; Scorekeepers (per event)	\$37.36
Timekeepers; Scorekeepers (2 contests) Basketball & G Volleyball	\$62.28

	2021-2024
Home Instruction per Hour (Tutor)	\$32.06

	2021-2024
CPI Training, all –inclusive (summer training and preparation) Stipend includes 2 days training during school year, 2 days training in summer, and prep. Each day is 8 hours	\$1,137.40

	2021-22	2022-23	2023-24
Dean Of Students	\$5,769	\$5,769	\$5,769
Non-Administrative SE Chairperson	\$6,135	\$6,135	\$6,135

APPENDIX B.2

Effective July 1, 2021 school years , all Chaperoning of athletic events, dances, refreshment sales, and decorating for such events, if outside regular school hours, shall be compensated at the rate of seventeen dollars and fifty-six cents (\$17.56). All chaperoning must be approved.

Effective July 1, 2021 school years, for all field trips outside of regular school days, the teacher may be compensated (at the discretion of the teacher) at the rate of seventeen dollars and fifty-six cents (\$17.56). All field trips must be approved. Requests for compensation must be included in the request proposal.

In the event a coach or an advisor to an extracurricular activity is unable to fulfill his/her duties, the District will hire a replacement and the payment will be prorated at the number of days worked by each person. Payment shall be subject to the total amount specified by the total amount specified by the salary agreement for the original coach or advisor. Teachers wishing to split stipends may do so, provided each has been approved by the Board of Education.

Athletic Coordinator shall supervise no more than 10 events per school year. Should (s)he be asked to supervise additional events, (s)he can do so at his/her discretion, at a rate in Appendix B.2.

Administrators and CPI Trainers may mutually determine that there is a need for additional training beyond the designated 4 days. Should such determination be made, CPI Trainers may request superintendent approval for additional days. Each approved day would be paid at 25% of the current stipend, per trainer.

Overnights

When a school trip involves an overnight, the teacher, while on the trip may be compensated (at the discretion of the teacher) up to sixteen (16) hours pay at the chaperone rate plus an additional \$41.88 effective July 1, 2021 the hours of 11:00 p.m. to 7:00 a.m. for each twenty-four (24) hour period or fraction thereof.

It is agreed that when an after school event is scheduled, the District may require supervision beyond that of the chaperones.

The Dean of Students shall have the right of first refusal as it pertains to supervision of the scheduled after school event(s).

Should the Dean of Students decline the opportunity to supervise the after school event, it shall be offered to personnel at the District's discretion.

Compensation for supervision shall be as follows:

- A. Teacher with Administrative Certification: \$103 per event
- B. Teacher without Administrative Certification: \$77.55 per event

APPENDIX C — LICENSED TEACHING ASSISTANTS

The following are the provisions from the main body collective bargaining agreement which apply to the Licensed Teaching Assistants (hereinafter LTA), with the understanding that the concept of "teacher" will also apply to the LTAs and the concept of "education" is to be also construed as "professional" in its application to the LTAs in the following articles only:

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, to encourage and increase effective and harmonious working relationships between the District and the professional employees of the District represented by the Association, this Agreement is made and entered into on November 28, 2013 by and between the District and the Association.

Article I — DEFINITIONS

- A. Association shall mean the Bainbridge-Guilford Teachers Association.
- B. Board shall mean the Board of Education of the Bainbridge Guilford Central School District.
- C. Chief Executive Officer shall mean the Superintendent of the Bainbridge-Guilford Central School District.
- D. District shall mean the Bainbridge-Guilford Central School District.
- E. Immediate Supervisor shall mean the Building Principal, Assistant Principal or CSE Chairperson/Special Education Coordinator, if applicable, in charge of a specific school within the Bainbridge-Guilford Central School District.
- F. Teacher shall mean those persons regularly appointed by Board action for a period of one semester or more, including Licensed Teaching Assistants (LTAs), Registered Nurses (RNs), Occupational Therapists (OTs) and substitutes who assume the duties of a classroom teacher, LTAs, RNs, and OTs for a period of 40 working days or more in the same assignment, whose major function is the instruction or guidance of pupils and excluding administrative personnel such as Chief Executive Officer, Assistant Superintendent, Junior/Senior High school principal, Elementary school principal, Assistant Principal, CSE Chairperson/Special Education Coordinator and business administrator.

ARTICLE II — REPRESENTATION AND RECOGNITION

In compliance with Article 14 of the Civil Service Law and with the Rules and Regulations of the Public Employment Relations Board, the District agrees to recognize the Association as the exclusive representative of all teachers. A list of the members of the Association will be submitted upon request to the Chief Executive Officer by November 15 of each school year. As changes in the list occur after November 15 they will be reported to the Chief Executive Officer.

ARTICLE III — NEGOTIATIONS

The District agrees to recognize a negotiation team of not more than five (5) members and to limit its negotiating team to not more than five (5) members. Both the District and the Association reserve the right to have available not more than three (3) resource persons at any negotiating session. The President of the Board and the President of the Association may be present at any negotiating session as observers.

- A. In the event either party wishes to amend this agreement, notice may be given by February 1,

2012 during the life of this agreement listing those items for probable negotiation. During the first mutually agreed upon meeting after the notice of amendment is given, both parties shall exchange their complete package with the other. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of this agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1st, or at such other time as may be mutually agreeable to the parties. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

- B. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and assigned amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of this agreement and which have not been proposed by the Association, the Board will notify the Association in writing that it is planning such a change. The Association will have the right to negotiate the impact of such items with the Board, provided that it files such a request with the Board within five (5) days after receipt of such notice.
- C. Copies of this agreement shall be made available to every person covered by the contract provision. This shall be done by the Chief Executive Officer as soon as possible after the school year begins or immediately after employment within the district if this occurs later. The Board and Association shall share the cost of producing the contract.

ARTICLE IV — PROFESSIONAL COMPENSATION

A. Salaries

- 1. The District shall compensate LTAs as follows:

Minimum Starting Rate of Pay:

2021-22 -\$19,000

2022-23 -\$19,500

2023-24 -\$20,000

The District shall compensate returning LTAs as follows:

Salary Increase:

2021-22: \$500 plus 3.4% (flat applied to base first, then the percent).

2022-23: \$500 plus 3.4% (flat applied to base first, then the percent).

2023-24: \$500 plus 3.4% (flat applied to base first, then the percent).

- B. The District shall put into effect the salary schedules for coaching assignments as set forth in Appendix A.
- C. The District shall put into effect the salary schedules for extracurricular activities as set forth in Appendix B.
- D. The District shall put into effect the following rates and guidelines for Curriculum and Professional Development:
 - 1. Effective July 1, 2014, each teacher involved in curriculum development with prior authorization from the building administrator and the Chief Executive Officer shall be paid at the rate of twenty dollars (\$20.00) per hour. Should the BOCES rate be lower than the contractual rate, the employee shall be reimbursed in the difference between the two rates. The compensated curriculum development must be done during the months of

July or August, or outside of regular working hours. Regular working hours includes after-school meetings called by the Administration and department heads.

2. Each teacher involved in staff development activities during the months of July or August with proper prior authorization shall be paid at the rate of eighteen dollars (\$18.00) per hour. Should the BOCES rate be lower than the contractual rate, the employee shall be reimbursed the difference between the two rates.

ARTICLE V — DUES DEDUCTION

- A. The District agrees to deduct from the salaries of its teachers dues for the Association when said teacher individually and voluntarily authorizes the District to so deduct.
- B.
 1. The Association shall certify to the District in writing the current rate of membership dues at least ten (10) days prior to the second payroll in September.
 2. If the rate of membership dues changes, the Association shall give the District at least ten (10) days written notice prior to the first payroll in January.
- C.
 1. Deductions for those teachers who have authorizations on file will be made from nineteen (19) paychecks beginning with the second payroll in September.
 2. Deductions for those teachers who do not have authorizations on file will be made from the remaining paychecks of the nineteen (19) checks referred to in section 1 above beginning with the first paycheck which falls beyond ten (10) days from the date the teacher files the authorization form.
- D.
 1. No later than September thirtieth (30) of each year, the District shall, if requested by the Association President, provide the Association with a list of those employees who have voluntarily authorized the District to deduct membership dues.
 2. The District shall, if requested by the Association President, notify the Association monthly of any change in such list.
- E. Dues deduction authorization shall be submitted on the form prescribed in Appendix F.
- F. Amounts deducted in accordance with the terms of this Article shall be transmitted to the Association Treasurer monthly.
- G. Payroll deductions shall be made for and remitted to the NYSUT Benefit Trust and VOTE/COPE, when said teacher individually and voluntarily authorizes the District to so deduct.

ARTICLE VI — LEAVES OF ABSENCE

- A. Sick Leave
 1. Each teacher will be credited fourteen (14) days per school year accumulative to two hundred (200) days. Employees on an unpaid leave or working less than a full year will be prorated, based upon the number of months of paid employment (half or more of the work days in a month receive credit for the month).

When a teacher reaches the 200 day maximum, the remaining annual allotted sick leave will continue to accumulate to 30 days beyond the 200 day maximum. Upon retirement,

teachers may request to donate up to ten (10) days beyond their 200 day maximum to the sick bank. The request must be in writing and submitted to the Business Office by the date of retirement.

2. A teacher may be allowed to use his/her sick leave for serious illness in the immediate family (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person residing in the teacher's household) for the purpose of being with the seriously ill person.
3. By October 1 of each year written notice will be given to each teacher indicating the amount of accumulated sick leave.
4. Teachers who are eligible under FMLA leave entitlement, shall have the FMLA calculated as provided for in FMLA regulations.
5. A teacher may utilize up to six (6) weeks of accumulated sick leave time for purposes related to the adoption of a child and/or to bond with or care for the child.

B. Sick Leave Bank

1. The parties will establish a Sick Leave Bank for use by the employees.
2. The agreed to Bank is attached as Appendix G.

C. Personal Business Leave

Each teacher shall be allowed up to three (3) paid absence days to conduct personal business. Employees on an unpaid leave or working less than a full year will be prorated, based upon the number of months of paid employment (half or more of the work days in a month receive credit for the month). Personal leave is for business that cannot be conducted at any other time than during the regular school day. Personal days may not be taken for the purpose of extending holidays or recesses. Personal days may not be taken for personal gain, recreation, or convenience. Unless there is an emergency, teachers wanting to take a day for personal business will notify their administrator at least twenty-four (24) hours prior to the day of the leave. No teacher shall be required to provide a reason for the use of personal leave. Unused days shall be added to accumulated sick leave.

The following list provides possible reasons, but not all, for the use of personal leave:

- a. funeral of close friend
- b. wedding
- c. graduation of child, spouse, self
- d. real estate closing
- e. legal business

The following list provides possible reasons, but not all, for the denial of personal business leave:

- a. vacation, shopping
- b. athletic and/or recreational activities (i.e., hunting, skiing, fishing, etc.)

D. Attendance Incentive

An incentive will be paid to teachers each school year who have excellent attendance. Personal Business Days, Personal Illness Days, and Family Illness Days will be included for the computation of this incentive. The payment will be made at the end of the school year, after certification of attendance can be made. The following incentive schedule will be implemented:

<u>Days Used</u>	<u>Incentive</u>
0 days	\$200
1 day	\$150
2 days	\$100
3 days	\$ 50

E. Other Leaves (not accumulative)

1. Each teacher will be allowed up to two (2) days in the event of an emergency such as fire, flood, or hurricane. If additional days are needed, personal business days may be used for this purpose.

It is understood by both parties to this agreement that the word emergency, as used above, is broadly interpreted. However, when school is declared in session, the teacher is expected to be able to travel from his/her home to the school in which he/she teaches. In order for such leave to be granted, it is assumed that it is totally unreasonable for the teacher to be in attendance at school that day due to acts of nature or other major calamities. The teacher will be expected to document the fact that a major emergency or calamity did exist.

2. A teacher serving on a jury shall be compensated by the difference between the teacher's regular salary and the amount of compensation received as a juror.
3. A teacher may be allowed up to five (5) days for a death of parents, spouse, child, or foster child. A teacher may be allowed up to three (3) days for the death of grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law. If additional days are needed, the Chief Executive Officer may approve the time.
4. There are occasions when a teacher needs to be relieved of his/her responsibilities for less than one-half (1/2) day. On those occasions, a teacher may request from his/her building principal that the release time be granted without resorting to use of the teacher's personal or sick leave. Approval of the teacher's request is at the sole discretion of the Administrator involved.
5. Religious leave will be granted per Executive Law Section 296.

F. Family Leave

A teacher will be granted a family leave of up to one year for the purpose of bearing, adopting, or rearing his/her child. A teacher may be granted a family leave for an additional year upon approval of the Board of Education. Notification in advance shall be made to the Chief Executive Officer at least forty-five (45) calendar days prior to the onset of the leave; provided, however, that the District will waive this requirement in emergency situations. The family leave of absence shall be without pay, increments, benefits or the accrual of such during the leave; provided, however, that an eligible teacher may continue coverage under the District's insurance

plan by reimbursing the District for the full cost of the coverage.

The teacher will return at the beginning of a semester, except with the agreement between the teacher and the Chief Executive Officer. Regardless of the determination of the Chief Executive Officer, the teacher shall be eligible for summer health insurance pending continued payment of the premium at their contractual rate. The District recognizes that a teacher upon returning maintains all of his/her accrued rights and benefits.

G. Military Leave

Board will extend all of the rights and privileges and will comply in all respects with the provisions of Section 242 and 243 of the Military Law.

H. Unpaid Leaves Of Absence

A teacher may be granted an unpaid leave of absence not to exceed one (1) year at the discretion of the Board of Education. A request for a leave of absence not exceeding three (3) days may be granted by the Chief Executive Officer, if such request cannot be timely acted upon by the Board of Education. If the leave of absence exceeds more than one half (1/2) the number of working days in any month, the leave shall be without benefits or the accrual of such, provided however, that an eligible teacher may continue coverage under the District's medical and dental plans by reimbursing the District for the full cost of such coverage. The teacher shall submit a request for such leave to the Chief Executive Officer as far in advance as possible. The District recognizes that a teacher, upon returning, maintains all of his/her accrued rights and benefits.

I. Professional Conferences and Visitations

1. Teachers may be allowed to attend professional conferences without loss of pay and the District will compensate the teachers for all reasonable expenses incurred in attending said conferences.
2. Teachers may be allowed to attend school visitations without loss of pay and the District will compensate the teacher for all reasonable expenses incurred in attending such visitations.
3. Requests for the above professional conferences and visitation days must be submitted a month in advance, if possible, and must be approved by the immediate supervisor and the Chief Executive Officer.

ARTICLE VII — MEDICAL, DENTAL, AND LIFE INSURANCE PLANS

- A. Employees and retirees shall have three (3) health insurance plan options. Annually, employees and retirees shall have the option of remaining in their chosen plan or selecting a new plan during the designated annual open enrollment period.
- B. For employees electing to participate in a District offered Health Insurance plan, the District agrees to pay the following portion of the premium for the selected Health Insurance plan or a comparable plan beginning July 1, 2021:

95% for Single coverage
90% for Employee/Spouse

90% for Employee/Child(ren)
85% for Family coverage

For employees hired on or after July 1, 2021, the District agrees to pay the following portion of the premium for the selected Health Insurance plan or a comparable plan:

90% for Single coverage
88% for Employee/Spouse
88% for Employee/Child(ren)
85% for Family coverage

1. COPAY PLAN OPTION:
Excellus Blue PPO Signature Copay 1 – Attached as Appendix J

The Excellus Blue PPO Signature Copay 1 health insurance plan consists of a \$15/\$25 PCP/Specialist office visit copays, \$250 emergency room copay and the following prescription benefits:

- \$5 copay: Tier 1 generic prescriptions, Tier 2 corticosteroids
- \$25 copay: Tier 2
- \$50 copay: Tier 3
- Mail Order (90 Days supplies) are available for 2 copays per mail order

2. HDHP – Health Reimbursement Account (HRA) Only OPTION:
Excellus BluePPO Signature Deduct 3 – Attached as Appendix J

1. For employees and retirees who elect to participate in the Excellus BluePPO Signature Deduct 3 plan HRA Only Option, the District will fund 100% of the annual out-of-pocket (OOP) maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy through an HRA administered by a Third-Party Administrator (TPA). OOP expenses include medical and prescription expenses for qualified in-network expenses only which includes deductibles, co-insurance, and pharmacy copays.

2. The district will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.

3. Any and all administrative fees associated with the HRA plan option for participating employees and retirees shall be paid by the district.

3. HDHP – Health Savings Account (HSA)/HRA Stack OPTION:
Excellus BluePPO Signature Deduct 3 – Appendix J

1. For employees and retirees electing to participate in the Excellus BluePPO Signature Deduct 3 plan with HSA/HRA stack option, the District shall contribute the following amounts to an employee-owned Health Savings Account (HSA) administered by a TPA for the purpose of being used toward the plan deductible:

- a. Single Coverage - \$1,400
- b. Employee/Spouse, Employee/Child(ren) or Family Coverage - \$2,800

2. Once qualified in-network expenses reach the deductible amount of \$1,400 for an Individual policy or \$2,800 for an Emp/Child(ren), Emp/Spouse or Family policy, a district-funded HRA will be used to cover 100% of the remaining OOP maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy. OOP expenses includes medical and prescription expenses for qualified in-network expenses which includes deductibles, co-insurance, and pharmacy copays.
3. Participating employees and retirees may elect to contribute additional amounts to their HSA subject to IRS regulations and limitations.
4. When an employee or retiree no longer participates in the HDHP – HSA/HRA Stack plan, all elected employee HSA payroll contributions and employer-funded HSA contributions will cease.
5. The district will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.
6. Any and all administrative fees associated with the HDHP - HSA/HRA Stack plan option for participating employees and retirees shall be paid by the district. If an employee or retiree chooses another insurance option, leaves the district, or reaches the age of 65 but has a balance remaining in their HSA account, the employee/retiree or former employee may be responsible for monthly administrative fees associated with their HSA account.
7. The District shall contribute to participating employee and retiree HSA's as follows:
 - A. For participating retirees, the HSA shall be funded 100% annually each July 1 (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
 - B. For participating employees:
 1. July 1, 2021 – The HSA shall be funded at 100% (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
 2. July 1, 2022 and thereafter – The HSA shall be funded 50% on July 1 and the remaining 50% on September 1 annually.
 3. Funding of the HSA for new employees hired in the month of September will be funded 100% and funded immediately.
 4. Funding of the HSA for new employees hired mid-year (after September 30) will be prorated (# months in plan year/10 months) and funded immediately.
 - C. Life Insurance Plan

The district agrees to pay the following portion of premium for a district sponsored life insurance policy:

95% for Single
85% for Family

- D. The Board agrees also to pay \$1.00 per month per teacher towards the cost of an Income Protection Plan. The \$1.00 figure is based on 100% participation by the Bainbridge-Guilford faculty. If the number of teachers who elect this coverage is below 100%, the amount per teacher the Board has agreed to contribute will be increased proportionally.
- E. The Board agrees to make available to retired teachers the identical Health Plan they would enjoy if teaching. The retired teacher will remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on the rates as charged the Board by the carrier.

For teachers retiring after July 1, 2004 and who meet the following conditions, the District will pay fifty-five percent (55%) of the premium of the employee rate only.

1. Teachers must have served for fifteen (15) continuous years in the Bainbridge-Guilford School District.
2. Teachers must be eligible to retire under the N.Y.S. Teachers' or Employees' Retirement System.

The District will pay its share of the premium until the retired teacher reaches age 65. The teacher may cover eligible dependents by paying the full premium.

Effective July 1, 2014, and thereafter, retirees who become Medicare eligible shall have the option to enroll in the MVP Medicare Advantage Plan. Medicare eligible retirees shall be responsible for 100% of the cost.

- F. The District shall provide a dental benefit package offered by MetLife Dental Insurance Plan Option 3. The District shall pay sixty-five percent (65%) of the premium for either individual or family coverage.
- G. The District will make available to each bargaining unit member the benefits of the IRS Section 125 Flexible Benefit Plan.

ARTICLE VIII — TEACHING CONDITIONS

A. School Year and Teaching/ Work Day

The work day for teachers will be seven (7) hours and fifteen (15) minutes between the hours of 7:30 a.m. and 4:00 p.m. All teachers will have a minimum of thirty minutes duty free for lunch. If during final exam (Regents) week teachers do not have assigned duties and wish to do school work at home, they may make such request in person on the day of the proposed absence to the building principal who will then give his/her approval to such request.

The school year shall be no longer than September 1 to June 30 and shall include no more than one hundred eighty-six (186) work days.

B. Class Size

When involved with classroom presentations and instruction the following shall apply to the LTAs the same as teachers:

1. Class size should not exceed twenty-eight (28) students in either the elementary or middle-senior high school except in large group or team teaching situations.
2. In special situations such as technology, home and career skills, and science laboratories, the recommendations of the teacher as to maximum group size will be considered so that safe and proper utilization of available equipment may be arranged.

C. Preparation and Teaching Load

1. The LTA shall receive a daily duty free preparation time when 50% or more of the LTA's assignment includes lesson plan creation and/or instruction.
2. Part-time teachers
 - a. Teachers who are employed on a less than full time basis will be employed under the terms and conditions of the BGTA contract as follows:
 - i. A full week is calculated on the basis of the established work week, excluding the lunch period.
 - ii. Teachers employed 50% or more per week of a regular teacher's schedule will receive salary and benefits pro-rated on that percent, (e.g., a half-time teacher would be eligible to receive seven [7] full days or fourteen [14] half days of his/her work days as sick days, based on a full time allotment of fourteen [14] days) and health and dental insurance at the contribution rates as listed in this Agreement.
 - iii. Excluded are hourly teachers hired on a less than half time basis per week on a regular basis, and those who may work an irregular schedule that periodically exceeds half time. Salary, sick leave, and personal business leave will be calculated effective with the first date of regularly scheduled employment of half time or more per week.
 - iv. Teachers employed for less than fifty percent of a regular teacher's schedule are considered incidental and not eligible for benefits as outlined herein.
 - v. Teaching responsibilities and preparation time will be prorated to a regular full time teacher's work day.
 - b. Teachers, including substitutes, as defined in Article 1; F, will be employed under the terms and conditions of the BGTA contract as follows:
 - i. Sick Leave and Personal Business Leave will be prorated, based upon the number of months of paid employment (more than half of the work days in a month receive credit for the month).

ii. All other terms and conditions shall apply same as teachers.

D. Semestering and Block Scheduling

1. All teachers will have a minimum of thirty (30) minutes duty free lunch.

E. Teacher Facilities

The Board recognizes that adequate facilities are necessary if the teacher is to do the most efficient job possible.

F. Before and After School Meetings

It is recommended that before or afterschool meetings called by the Administration be limited to one (1) per week and will not exceed 45 minutes past or prior to the school day. No teacher shall be required to attend more than one (1) meeting per week called by a building administrator or curriculum coordinator.

Additionally, the District shall have the option of scheduling up to three (3) District wide Superintendent meeting(s) annually. Superintendent's meetings shall begin at 3:15 and will not go beyond 4:15. At no time shall the District meeting occur in the same week as a building faculty meeting.

The District and the BGTA shall compose a letter articulating the parameters of the contract language regarding faculty and District-wide meetings. Said letter shall be bargaining as to content and when agreed upon jointly signed and shared with entire staff.

G. School Calendar Development

School calendar shall be devised cooperatively between the B-G Teachers Association and the Board or Administration. Cooperatively shall be construed to mean that advance suggestions will be sought from the Association before a tentative calendar is prepared. Before a tentative calendar goes to the Board in final form, it shall be given to the Teachers Association for reaction and discussion.

H. The District will make every effort to secure a substitute. In the absence of the District's ability to secure a substitute, a LTA substituting for a classroom teacher, shall be compensated as follows:

Beginning on the second consecutive day in the same assignment and every consecutive day thereafter in the same assignment, the LTA shall be paid an additional \$20 per day.

ARTICLE IX — TEACHER EVALUATION AND MENTORING PROGRAM

***Note: Obligations under NY Education Law §3012-d will supersede any contrasting language in Article IX (Teacher Evaluation)**

1. Teacher Evaluation: The following policy will govern all teacher observation and evaluation:

A. Formal observations/evaluations of teachers will be conducted openly without the use of surveillance devices.

B. Probationary teachers denied tenure or not being continued for employment will be so notified sixty (60) days prior to the proposed termination of the Chief Executive Officer's intentions. In extraordinary circumstances this does not preclude a shorter notification date as per the

Education Law if the Chief Executive Officer determines that conditions warrant it. The above date shall not be restrictive to the District in the event of possible staff reductions due to declining enrollment or budgetary cutbacks.

- C. Teachers will have the right to schedule an appointment with the Chief Executive Officer or his/her designee to review the contents of their personnel files and to make copies of any documents therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A teacher will be notified of any material being added to his/her personnel file other than the updating of records. The teacher will also have the right to submit a written answer to any derogatory material and his/her answer shall be reviewed by the Chief Executive Officer and attached to the file copy.
 - D. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
 - E. The parties agree to conduct negotiations for the purpose of compliance with the New York State Education Department's new APPR regulations specified in §3012-d of the Laws of New York (Education) and §100.2(o) of the Regulations of the Commissioner of Education. Said negotiations shall take place when the necessary Commissioner's regulations and studies by the Regents Task Force on Teacher and Principal Effectiveness have been completed. Said negotiations shall be conducted in accordance with and subject to the parties' rights and obligations under Article 14 of the civil Service Law.
 - F. The parties agree to use the State Education approved NYSUT Rubric for purposes of APPR compliance.
 - G. The agreed upon particulars shall be contained I Appendix I.
2. Mentoring Program
The B-G Mentoring Program shall provide support and guidance to teachers new to the profession or new to the district.

There are two types of programs. One program shall be for teachers new to the profession or probationary teachers recommended by administration. The second program shall be for teachers recommended by administration and for teachers new to the Bainbridge-Guilford School District. The mentoring program shall be mandatory for all newly hired teachers.

Required activities include: Weekly conferences between mentor and mentee, bimonthly observations by the mentor, in-service training as recommended by the mentor or administrator. Conferences will include such topics as: effective teaching; classroom management; cooperative learning; teaching in the block or semester schedule (Junior/Senior HS); pacing; faculty handbook; Code of Conduct for students; grading-how to submit grades, other teacher to observe, lunch, study hall rules, resources, mission and vision for the District, teaming, school culture, discipline procedures for signing up for the BOCES library loan, substitutes and how to plan for them, how subs are secured, print shop, CSE procedures, BOCES-getting things-what they offer-how to enroll in staff development classes, fire drill procedures, emergency procedures, how to use the phone system, taking attendance, AIS, curriculum maps, lists of events, and who does what. These conferences may be more often than weekly as needed.

Mentors

Mentors will be tenured teachers with at least three years' experience. *In the event that a surplus of mentors is available, or if a shortage is experienced, a mentoring committee may be formed by*

mutual consent to resolve the issue. The principal may circumvent the application process if mentors need to be appointed. Mentors may use mentoring as part of their Professional Development Plan. Mentors must meet with their mentee prior to the start of the school year and formally at least once a week thereafter. NY State prefers mentors and mentees to be in the same curricular area. Although, in some cases, it is understood that selection of a mentor in a different curriculum area may be a better fit. Mentors will be responsible for covering at least the topics enumerated on the attached "Mentor Check List" by the dates indicated. A log will be kept of all formal meetings and observations.

Mentoring Committee

A mentoring committee may be formed to resolve issues of too many or too few mentors. A committee may be used to screen possible mentors or to enlist mentors when needed, and make recommendations to the building principal on the mentoring pool. Mentors may be appointed from this pool.

Mentee

The mentee is expected to observe the mentor and any other teacher, in or out of the district, as suggested by the mentor and/or principal. A substitute will be provided for such observations if necessary.

Principal

The Building Principal is an integral part of the mentoring program. The Building Principal will meet at least five times during the year with the mentor and the mentee to determine how the program is going and to address any problems. The principal will meet by February 1 with each mentor and mentee to discuss progress. The principal will check the mentor's log periodically. The principal is responsible to alert the mentoring committee if any changes are needed.

Introduction

Mentees will attend an introduction program as part of a new staff orientation to be held before school begins. When arranged, the mentees may meet their mentors. If held at a separate time, mentees will be compensated for the time of the introduction program. Mentors will be compensated at the contractual staff development rate for approved time spent during the introduction program.

Evaluation

Evaluation by all parties will follow the evaluation rubric. Mentors will not be involved in evaluation of mentees.

Compensation

Mentors will be compensated at the hourly rate specified, as per Article IV.H.2., in the contract for any approved hours during July and August. Mentors will receive a stipend of \$500 for meeting their mentoring requirements. Mentors appointed or selected during the school year will have their compensation prorated.

ARTICLE X — VACANCIES

- A. All professional vacancies or new positions in the district including administrative, supervisory, or regular teaching assignments shall be made known to the present professional staff at least five (5) days before the general release by posting a notice in each faculty room and notifying the president of the association by letter. The appropriate faculty members may be involved in the interviewing of all candidates for professional vacancies or new positions in the district including administrative,

supervisory or regular teaching assignments. The Association will be responsible for distributing the notice to its members.

- B. If a department head position becomes vacant, the members of the department shall be notified and allowed to make application for the vacancy

ARTICLE XI — RETIREMENT INCENTIVE

- A. Teachers who retire in their first year, second year, or third year of retirement eligibility and choose to utilize this provision must retire at the end of the school year in which said eligibility is reached. The teacher will be allowed to retire at the end of the first semester provided retirement eligibility has been reached and the Chief Executive Officer finds a suitable replacement.
- B. The teacher must notify the district in writing prior to December 1 of the school year in which he/she will retire. If the teacher wishes to retire at the end of the first semester, he/she must notify the district in writing prior to June 1.
- C. No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described below.
 - 1. Any employee participating in this 403(b) retirement program shall have established a 403(b) retirement account and given notice to the District of the establishment of the account prior to the employee's retirement date. Failure on the part of the employee to establish a 403(b) account prior to the employee's retirement date shall result in forfeiture of entitlement to any monies due under this Article XI retirement incentive.
 - 2. The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article XI – Retirement Incentive. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 60 days of retirement. The Association and the employer mutually agree to remit the non-elective employer contribution to the employee's 403(b) account using the following guidelines.
 - a. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
 - b. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Employees' Retirement System.
 - c. In the event that the contribution exceeds acceptable contribution limits, the employer agrees:
 - 1) To pay any excess over the limits as compensation to the employee within 90 days of retirement if such employee has a NYSERS membership date prior to June 17, 1971, or,
 - 2) If an employee has a NYSTRS membership date after June 16, 1971, to remit to the employee's 403(b) account any remainder, or the maximum contribution amount permitted under IRS code and regulations, whichever is less, no later than January 20 of the calendar year following retirement.

3) In the event of the retired employee's death, any balance held by the employer will be paid to the beneficiary of the deceased retiree.

D. Payment shall be 60% of the total sick leave accumulation at the end of the school year in which the teacher retires. Payment will be made at the teacher's current salary rate (1/200). The salary shall not include extracurricular compensation.

ARTICLE XII - PUPIL BEHAVIOR

The following principles shall apply in the Bainbridge-Guilford Schools regarding the responsibility of the teacher in dealing with the child who misbehaves. It is issued so that members of the school staff may understand clearly the procedures which are followed in upholding conduct in the schools.

- A. Each teacher is required to maintain appropriate pupil behavior at all times so that the objectives of training for self-discipline and learning may exist. To this end, the teacher knows the value of careful planning, good organization, and thorough preparation for teaching the lesson.
- B. When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, he/she seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction, a pupil continues to misbehave, the teacher shall discuss the case with the building principal, or his/her designee, for his/her advice and assistance. If the case is serious enough to warrant further investigation by the building principal, or his/her designee, the teacher should submit a written report on the pupil's behavior and the action he/she has taken. Correspondingly, the administrator will submit a written report to the teacher or hold a conference with the teacher outlining the action he/she has taken.
- C. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Such cases are referred immediately to the principal, or his/her designee, for appropriate action with a verbal or written explanation from the teacher as to the nature of the violation. Disciplinary decisions shall be as per the District Code of Conduct.
- D. In all cases of pupil suspension, the provisions of Section 3214 of the New York State Education Law shall be complied with.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. Teachers will report to their principal immediately all cases of student physical assault suffered by them in connection with their employment and will make a report in writing within three (3) days, unless circumstances prohibit such notification. This report will be forwarded to the Chief Executive Officer who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident and will act as liaison between the teacher and the parents of the student(s).
- B. The Board of Education recognizes its obligation under Section 3028 of the Education Law. In order to avail himself/herself of this protection, the teacher must inform, the Board within ten (10) days of such incident.
- C. 1. Whenever a teacher is absent from school as a result of personal injury caused by a

student occurring in the course of his/her employment, he/she will be paid his/her full salary for a period not to exceed two hundred (200) school days from date of first absence and no part of such absence will be charged to his/her annual or accumulated sick leave provided the Workers' Compensation Claim is uncontested. Workers' Compensation benefits will be retained by the District. If the claim is contested by either the District or the carrier, the teacher will be reimbursed according to the above, when the final decision on the claim is rendered. A physician's statement concerning the employee's inability to work will be required in order for the employee to be paid.

2. Workers' Compensation

An employee absent on Workers' Compensation Disability except in C.1 above, but including contested claims, may elect, in writing, to use any accumulated Sick Leave. The Workers' Compensation daily disability payments will then be assigned to the District and the employee will, in turn, have accumulated Sick Leave replenished by the ratio of the amount of daily disability payment to the amount of regular daily pay. The employee will have only the amount of sick leave actually taken for such disability replenished and any excess monies will be returned to the employee. Health Insurance continuation shall be coordinated with the Business Office.

D. No teacher shall suffer any disadvantage by reason of his/her membership in the association or participation in its lawful activities.

E. No teachers will be involuntarily transferred to other buildings in the district, to other grade levels, or to other departments without a conference with the teachers involved. Whenever possible, those teachers involved will be notified at least one month prior to the opening of the school year of any changes in their teaching assignments. Teachers shall be notified of their schedule for the coming year, including the schools to which they will be assigned and the grades and/or subjects they will teach no later than June 30 when possible.

ARTICLE XIV - ASSOCIATION BUSINESS

The President of the Association and/or his/her designee, shall be granted time without loss of pay for NYSUT Representative Assembly and other Association business. Such time shall not exceed a total of five (5) school days.

ARTICLE XV - MAINTENANCE OF STANDARDS

Unless there is prior negotiation with the Association, this agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages

heretofore enjoyed. Except as required by the agreement, the duties and responsibilities of teachers in any position in the negotiating unit will not be substantially altered or in any way increased.

ARTICLE XVI - SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVII - INDIVIDUAL AGREEMENTS

Any individual arrangement, agreement, or contract hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement and subsequent Agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.

ARTICLE XVIII - STATEMENT OF SECTION 204-a OF THE CIVIL SERVICE LAW

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

ARTICLE XIX - ACADEMIC FREEDOM

Teachers shall be given personal and academic freedom within the bounds of mature responsibility. Should a question of academic freedom arise, the parties agree to meet to discuss the relevant issue(s) in order to resolve the concern(s).

ARTICLE XX - GRIEVANCE PROCEDURE

A. Declaration of Purpose

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

B. Definitions

1. A GRIEVANCE is any violation of this agreement or any dispute with respect to its meaning or application.
2. AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
3. PARTY-IN-INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
4. GRIEVANCE COMMITTEE is the committee created and constituted by the Association.
5. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decision at any stage of this grievance procedure.
6. SUPERVISOR shall mean the immediate administrative officer in charge of the building or educational area where the alleged grievance arises.

C. Procedure

1. All formal grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party and shall be filed on the form shown in Appendix C.
2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore.
3. If a grievance affects a group of teachers, it may be submitted by the Association.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment but outside of the hours of teaching.
5. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
6. The District and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.
7. Except as otherwise provided in E.1 and E.2, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
8. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by any person against the aggrieved party, any party of interest, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

D. Time Limits

1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within ten

(10) school days after the teacher knew of the act or condition on which the grievance is based. If the teacher was not directly informed in writing of the matter on which the grievance is being based, the time limit for filing a grievance shall be twenty (20) school days.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or between June first (1st) and September first (1st) inclusive, the time limits set forth in Section E below shall be interpreted to be calendar days excluding Saturdays and Sundays, instead of school days.

E. Stages in the Grievance Procedure

1. Stage 1 - Informal Stage

A teacher having a contractual grievance will discuss it with his/her supervisor either directly or through a representative with the objective of resolving the matter informally. The teacher or representative shall state that the discussion involves a grievance. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance. If the grievance is not resolved informally within ten (10) school days after notification, it shall be reduced to writing and presented to the supervisor at stage 2 within six (6) school days.

2. Stage 2 - Supervisor

Within six (6) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his representative and the Chief Executive Officer.

3. Stage 3 - Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the teacher shall, within six (6) school days, present the grievance to the Association's grievance committee for its consideration.
- b. If the grievance committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 2 with the Chief Executive Officer within six (6) school days after the teacher has received such written decision. Copies of the written decision at Stage 2 shall be submitted with the appeal.
- c. Within ten (10) school days after the receipt of the appeal, the Chief Executive Officer shall hold a hearing with the grievant and the representative(s) of the grievance committee. Representatives of either side and other parties-in-interest

may also be involved in the hearing.

- d. The Chief Executive Officer shall render a decision in writing to the teacher and the Association Grievance Committee within six (6) school days after the conclusion of the hearing.

4. Stage 4 - Arbitration

- a. After such hearing, if the Association is not satisfied with the decision at Stage 3, the grievance may be submitted to arbitration. The intention to advance to arbitration shall be by written notice to the Chief Executive Officer from the Association Grievance Committee, within ten (10) school days of the decision at Stage 3.
- b. Unless the parties have mutually agreed to an arbitrator within five (5) school days after such written notice of submission to arbitration, the Chief Executive Office and/or the Association may agree to submit the dispute to Cornell University's Alternate Dispute Resolution procedure. Absent an agreement within the five (5) school days to submit the matter to Cornell ADR, the Chief Executive Officer and/or the Association will make application for arbitration to the American Arbitration Association. The parties and the arbitrator will then be bound by the rules and procedures of the Cornell ADR or the American Arbitration Association, whichever is selected.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision as promptly as possible from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs have been submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. To the extent provided by law, the decision of the arbitrator shall be final and binding upon all parties.
- f. The costs of the service of the arbitrator, including expenses if any, will be borne equally by the District and the Association.

ARTICLE XXI - DURATION OF AGREEMENT

This contract shall become effective on July 1, 2021 and shall continue in effect through June 30, 2024. If an agreement has not been reached before the expiration date of this contract, all provisions of this contract subject to prevailing law and PERB decisions shall remain in effect until an agreement on a new contract has been reached.

APPENDIX D — REGISTERED PROFESSIONAL NURSE (SCHOOL NURSE)

The following are the provisions from the main body collective bargaining agreement which apply to the Registered Professional Nurse (School) (hereinafter RN), with the understanding that the concept of "teacher" will also apply to the RNs and the concept of "education" is to be also construed as "professional" in its application to the RNs in the following articles only:

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, to encourage and increase effective and harmonious working relationships between the District and the professional employees of the District represented by the Association, this Agreement is made and entered into on November 28, 2013 by and between the District and the Association.

ARTICLE I — DEFINITIONS

- A. Association shall mean the Bainbridge-Guilford Teachers Association.
- B. Board shall mean the Board of Education of the Bainbridge Guilford Central School District.
- C. Chief Executive Officer shall mean the Superintendent of the Bainbridge-Guilford Central School District.
- D. District shall mean the Bainbridge-Guilford Central School District.
- E. Immediate Supervisor shall mean the Building Principal, Assistant Principal or CSE Chairperson/Special Education Coordinator, if applicable, in charge of a specific school within the Bainbridge-Guilford Central School District.
- F. Teacher shall mean those persons regularly appointed by Board action for a period of one semester or more, including Licensed Teaching Assistants (LTAs), Registered Nurses (RNs), Occupational Therapists (OTs) and substitutes who assume the duties of a classroom teacher, LTAs and RNs, for a period of 40 working days or more in the same assignment, whose major function is the instruction or guidance of pupils and excluding administrative personnel such as Chief Executive Officer, Assistant Superintendent, Junior/Senior High school principal, Elementary school principal, Assistant Principal, CSE Chairperson/Special Education Coordinator, and business administrator.

ARTICLE II — REPRESENTATION AND RECOGNITION

In compliance with Article 14 of the Civil Service Law and with the Rules and Regulations of the Public Employment Relations Board, the District agrees to recognize the Association as the exclusive representative of all teachers. A list of the members of the Association will be submitted upon request to the Chief Executive Officer by November 15 of each school year. As changes in the list occur after November 15 they will be reported to the Chief Executive Officer.

ARTICLE III — NEGOTIATIONS

The District agrees to recognize a negotiation team of not more than five (5) members and to limit its negotiating team to not more than five (5) members. Both the District and the Association reserve the right to have available not more than three (3) resource persons at any negotiating session. The President

of the Board and the President of the Association may be present at any negotiating session as observers.

- A. In the event either party wishes to amend this agreement, notice may be given by February 1, 2012 during the life of this agreement listing those items for probable negotiation. During the first mutually agreed upon meeting after the notice of amendment is given, both parties shall exchange their complete package with the other. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of this agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1st, or at such other time as may be mutually agreeable to the parties. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- B. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and assigned amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of this agreement and which have not been proposed by the Association, the Board will notify the Association in writing that it is planning such a change. The Association will have the right to negotiate the impact of such items with the Board, provided that it files such a request with the Board within five (5) days after receipt of such notice.
- C. Copies of this agreement shall be made available to every person covered by the contract provision. This shall be done by the Chief Executive Officer as soon as possible after the school year begins or immediately after employment within the district if this occurs later. The Board and Association shall share the cost of producing the contract.

ARTICLE IV — PROFESSIONAL COMPENSATION

- A.
 - 1. Salaries
The District shall compensate RNs as follows:
Minimum Starting Rate of Pay

Effective July 1, 2021 Step 1 of salary schedule
 - 2. The District shall compensate returning RNs as follows:
Salary increase:

2021-22 3.4% increase applied diagonally to schedule.
Off Step: Same percentage increase as teachers

2022-23 3.4 % increase applied diagonally to schedule.
Off Step: Same percentage increase as teachers

2023-24 3.4 % increase applied diagonally to schedule.
Off Step: Same percentage increase as teachers
- B. The District shall put into effect the salary schedules for coaching assignments as set forth in Appendix A.
- C. The District shall put into effect the salary schedules for extracurricular activities as set forth in Appendix B.

1. Effective July 1, 2014, each teacher involved in curriculum development with prior authorization from the building administrator and the Chief Executive Officer shall be paid at the rate of twenty dollars (\$20.00) per hour. Should the BOCES rate be lower than the contractual rate, the employee shall be reimbursed in the difference between the two rates. The compensated curriculum development must be done during the months of July or August, or outside of regular working hours. Regular working hours includes after-school meetings called by the Administration and department heads.
2. Each teacher involved in staff development activities during the months of July or August with proper prior authorization shall be paid at the rate of eighteen dollars (\$18.00) per hour. Should the BOCES rate be lower than the contractual rate, the employee shall be reimbursed the difference between the two rates.

ARTICLE V — DUES DEDUCTION

- A. The District agrees to deduct from the salaries of its teachers dues for the Association when said teacher individually and voluntarily authorizes the District to so deduct.
- B.
 1. The Association shall certify to the District in writing the current rate of membership dues at least ten (10) days prior to the second payroll in September.
 2. If the rate of membership dues changes, the Association shall give the District at least ten (10) days written notice prior to the first payroll in January.
- C.
 1. Deductions for those teachers who have authorizations on file will be made from nineteen (19) paychecks beginning with the second payroll in September.
 2. Deductions for those teachers who do not have authorizations on file will be made from the remaining paychecks of the nineteen (19) checks referred to in section 1 above beginning with the first paycheck which falls beyond ten (10) days from the date the teacher files the authorization form.
- D.
 1. No later than September thirtieth (30) of each year, the District shall, if requested by the Association President, provide the Association with a list of those employees who have voluntarily authorized the District to deduct membership dues.
 2. The District shall, if requested by the Association President, notify the Association monthly of any change in such list.
- E. Dues deduction authorization shall be submitted on the form prescribed in Appendix F.
- F. Amounts deducted in accordance with the terms of this Article shall be transmitted to the Association Treasurer monthly.
- G. Payroll deductions shall be made for and remitted to the NYSUT Benefit Trust and VOTE/COPE, when said teacher individually and voluntarily authorizes the District to so deduct.

ARTICLE VI — LEAVES OF ABSENCE

- A. Sick Leave
 1. Each teacher will be credited fourteen (14) days per school year accumulative to two hundred (200) days. Employees on an unpaid leave or working less than a full year will be

prorated, based upon the number of months of paid employment (half or more of the work days in a month receive credit for the month).

2. When a teacher reaches the 200 day maximum, the remaining annual allotted sick leave days will continue to accumulate to 30 days beyond the 200 day maximum. Upon retirement, teachers may request to donate up to ten (10) days beyond their 200 day maximum to the sick bank. The request must be in writing and submitted to the Business Office by the date of retirement.
3. A teacher may be allowed to use his/her sick leave for serious illness in the immediate family (spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person residing in the teacher's household) for the purpose of being with the seriously ill person.
4. By October 1 of each year written notice will be given to each teacher indicating the amount of accumulated sick leave.
5. Teachers who are eligible under FMLA leave entitlement, shall have the FMLA calculated as provided for in FMLA regulations.
6. A teacher may utilize up to six (6) weeks of accumulated sick leave time for purposes related to the adoption of a child and/or to bond with or care for the child.

B. Sick Leave Bank

1. The parties will establish a Sick Leave Bank for use by the employees.
2. The agreed to Bank is attached as Appendix G.

C. Personal Business Leave

Each teacher shall be allowed up to three (3) paid absence days to conduct personal business. Employees on an unpaid leave or working less than a full year will be prorated, based upon the number of months of paid employment (half or more of the work days in a month receive credit for the month). Personal leave is for business that cannot be conducted at any other time than during the regular school day. Personal days may not be taken for the purpose of extending holidays or recesses. Personal days may not be taken for personal gain, recreation, or convenience. Unless there is an emergency, teachers wanting to take a day for personal business will notify their administrator at least twenty-four (24) hours prior to the day of the leave. No teacher shall be required to provide a reason for the use of personal leave. Unused days shall be added to accumulated sick leave.

The following list provides possible reasons, but not all, for the use of personal leave:

- a. funeral of close friend
- b. wedding
- c. graduation of child, spouse, self
- d. real estate closing
- e. legal business

The following list provides possible reasons, but not all, for the denial of personal business leave:

- a. vacation, shopping
- b. athletic and/or recreational activities (i.e., hunting, skiing, fishing, etc.)

D. Attendance Incentive

An incentive will be paid to teachers each school year who have excellent attendance. Personal Business Days, Personal Illness Days, and Family Illness Days will be included for the computation of this incentive. The payment will be made at the end of the school year, after certification of attendance can be made. The following incentive schedule will be implemented:

<u>Days Used</u>	<u>Incentive</u>
0 days	\$200
1 day	\$150
2 days	\$100
3 days	\$ 50

E. Other Leaves (not accumulative)

1. Each teacher will be allowed up to two (2) days in the event of an emergency such as fire, flood, or hurricane. If additional days are needed, personal business days may be used for this purpose.

It is understood by both parties to this agreement that the word emergency, as used above, is broadly interpreted. However, when school is declared in session, the teacher is expected to be able to travel from his/her home to the school in which he/she teaches. In order for such leave to be granted, it is assumed that it is totally unreasonable for the teacher to be in attendance at school that day due to acts of nature or other major calamities. The teacher will be expected to document the fact that a major emergency or calamity did exist.

2. A teacher serving on a jury shall be compensated by the difference between the teacher's regular salary and the amount of compensation received as a juror.
3. A teacher may be allowed up to five (5) days for a death of parents, spouse, child, or foster child. A teacher may be allowed up to three (3) days for the death of grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law. If additional days are needed, the Chief Executive Officer may approve the time.
4. There are occasions when a teacher needs to be relieved of his/her responsibilities for less than one-half (1/2) day. On those occasions, a teacher may request from his/her building principal that the release time be granted without resorting to use of the teacher's personal or sick leave. Approval of the teacher's request is at the sole discretion of the Administrator involved.
5. Religious leave will be granted per Executive Law Section 296.

F. Family Leave

A teacher will be granted a family leave of up to one year for the purpose of bearing, adopting, or rearing his/her child. A teacher may be granted a family leave for an additional year upon approval of the Board of Education. Notification in advance shall be made to the Chief Executive Officer at least forty-five (45) calendar days prior to the onset of the leave; provided, however, that

the District will waive this requirement in emergency situations. The family leave of absence shall be without pay, increments, benefits or the accrual of such during the leave; provided, however, that an eligible teacher may continue coverage under the District's insurance plan by reimbursing the District for the full cost of the coverage. The teacher will return at the beginning of a semester, except with the agreement between the teacher and the Chief Executive Officer. Regardless of the determination of the Chief Executive Officer, the teacher shall be eligible for summer health insurance pending continued payment of the premium at their contractual rate. The District recognizes that a teacher upon returning maintains all of his/her accrued rights and benefits.

H. Military Leave

Board will extend all of the rights and privileges and will comply in all respects with the provisions of Section 242 and 243 of the Military Law.

I. Unpaid Leaves Of Absence

A teacher may be granted an unpaid leave of absence not to exceed one (1) year at the discretion of the Board of Education. A request for a leave of absence not exceeding three (3) days may be granted by the Chief Executive Officer, if such request cannot be timely acted upon by the Board of Education. If the leave of absence exceeds more than one half (1/2) the number of working days in any month, the leave shall be without benefits or the accrual of such, provided however, that an eligible teacher may continue coverage under the District's medical and dental plans by reimbursing the District for the full cost of such coverage. The teacher shall submit a request for such leave to the Chief Executive Officer as far in advance as possible. The District recognizes that a teacher, upon returning, maintains all of his/her accrued rights and benefits.

I. Professional Conferences and Visitations

1. Teachers may be allowed to attend professional conferences without loss of pay and the District will compensate the teachers for all reasonable expenses incurred in attending said conferences.
2. Teachers may be allowed to attend school visitations without loss of pay and the District will compensate the teacher for all reasonable expenses incurred in attending such visitations.
3. Requests for the above professional conferences and visitation days must be submitted a month in advance, if possible, and must be approved by the immediate supervisor and the Chief Executive Officer.

ARTICLE VII — MEDICAL, DENTAL, AND LIFE INSURANCE PLANS

- A. Employees and retirees shall have three (3) health insurance plan options. Annually, employees and retirees shall have the option of remaining in their chosen plan or selecting a new plan during the designated annual open enrollment period.
- B. For employees electing to participate in a District offered Health Insurance plan, the District agrees to pay the following portion of the premium for the selected Health Insurance plan or a comparable plan beginning July 1, 2021:

95% for Single coverage

90% for Employee/Spouse
90% for Employee/Child(ren)
85% for Family coverage

For employees hired on or after July 1, 2021, the District agrees to pay the following portion of the premium for the selected Health Insurance plan or a comparable plan:

90% for Single coverage
88% for Employee/Spouse
88% for Employee/Child(ren)
85% for Family coverage

1. **COPAY PLAN OPTION:**

Excellus Blue PPO Signature Copay 1 – Attached as Appendix J

The Excellus Blue PPO Signature Copay 1 health insurance plan consists of a \$15/\$25 PCP/Specialist office visit copays, \$250 emergency room copay and the following prescription benefits:

- \$5 copay: Tier 1 generic prescriptions, Tier 2 corticosteroids
- \$25 copay: Tier 2
- \$50 copay: Tier 3
- Mail Order (90 Days supplies) are available for 2 copays per mail order

2. **HDHP – Health Reimbursement Account (HRA) Only OPTION:**

Excellus BluePPO Signature Deduct 3 – Attached as Appendix J

1. For employees and retirees who elect to participate in the Excellus BluePPO Signature Deduct 3 plan HRA Only Option, the District will fund 100% of the annual out-of-pocket (OOP) maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy through an HRA administered by a Third-Party Administrator (TPA). OOP expenses include medical and prescription expenses for qualified in-network expenses only which includes deductibles, co-insurance, and pharmacy copays.
2. The district will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.
3. Any and all administrative fees associated with the HRA plan option for participating employees and retirees shall be paid by the district.

3. **HDHP – Health Savings Account (HSA)/HRA Stack OPTION:**

Excellus BluePPO Signature Deduct 3 – Appendix J

1. For employees and retirees electing to participate in the Excellus BluePPO Signature Deduct 3 plan with HSA/HRA stack option, the District shall contribute the following amounts to an employee-owned Health Savings Account (HSA) administered by a TPA for the purpose of being used toward the plan deductible:
 - a. Single Coverage - \$1,400
 - b. Employee/Spouse, Employee/Child(ren) or Family Coverage - \$2,800

2. Once qualified in-network expenses reach the deductible amount of \$1,400 for an Individual policy or \$2,800 for an Emp/Child(ren), Emp/Spouse or Family policy, a district-funded HRA will be used to cover 100% of the remaining OOP maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy. OOP expenses includes medical and prescription expenses for qualified in-network expenses which includes deductibles, co-insurance, and pharmacy copays.
3. Participating employees and retirees may elect to contribute additional amounts to their HSA subject to IRS regulations and limitations.
4. When an employee or retiree no longer participates in the HDHP – HSA/HRA Stack plan, all elected employee HSA payroll contributions and employer-funded HSA contributions will cease.
5. The district will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.
6. Any and all administrative fees associated with the HDHP - HSA/HRA Stack plan option for participating employees and retirees shall be paid by the district. If an employee or retiree chooses another insurance option, leaves the district, or reaches the age of 65 but has a balance remaining in their HSA account, the employee/retiree or former employee may be responsible for monthly administrative fees associated with their HSA account.
7. The District shall contribute to participating employee and retiree HSA's as follows:
 - A. For participating retirees, the HSA shall be funded 100% annually each July 1 (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
 - B. For participating employees:
 1. July 1, 2021 – The HSA shall be funded at 100% (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
 2. July 1, 2022 and thereafter – The HSA shall be funded 50% on July 1 and the remaining 50% on September 1 annually.
 3. Funding of the HSA for new employees hired in the month of September will be funded 100% and funded immediately.
 4. Funding of the HSA for new employees hired mid-year (after September 30) will be prorated (# months in plan year/10 months) and funded immediately.
 - C. Life Insurance Plan

The district agrees to pay the following portion of premium for a district sponsored life insurance policy:

 - 95% for Single
 - 85% for Family

- D. The Board agrees also to pay \$1.00 per month per teacher towards the cost of an Income Protection Plan. The \$1.00 figure is based on 100% participation by the Bainbridge-Guilford faculty. If the number of teachers who elect this coverage is below 100%, the amount per teacher the Board has agreed to contribute will be increased proportionally.
- E. The Board agrees to make available to retired teachers the identical Health Plan they would enjoy if teaching. The retired teacher will remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on the rates as charged the Board by the carrier.

For teachers retiring after July 1, 2004 and who meet the following conditions, the District will pay fifty-five percent (55%) of the premium of the employee rate only.

1. Teachers must have served for fifteen (15) continuous years in the Bainbridge-Guilford School District.
2. Teachers must be eligible to retire under the N.Y.S. Teachers' or Employees' Retirement System.

The District will pay its share of the premium until the retired teacher reaches age 65. The teacher may cover eligible dependents by paying the full premium.

Effective July 1, 2014, and thereafter, retirees who become Medicare eligible shall have the option to enroll in the MVP Medicare Advantage Plan. Medicare eligible retirees shall be responsible for 100% of the cost.

- F. The District shall provide a dental benefit package offered by MetLife Dental Insurance Plan Option 3. The District shall pay sixty-five percent (65%) of the premium for either individual or family coverage.
- G. The District will make available to each bargaining unit member the benefits of the IRS Section 125 Flexible Benefit Plan.

ARTICLE VIII — TEACHING CONDITIONS

A. School Year and Teaching/Work Day

The work day for nurses will be seven (7) hours and forty-five (45) minutes between the hours of 7:30 a.m. and 4:00 p.m. All nurses will have a minimum of thirty minutes duty free lunch. Each building principal shall have the flexibility to set the work hours for the nurse as appropriate for their building.

B. Class Size: When involved with classroom presentations and instruction the following shall apply to the RN's the same as teachers:

1. Class size should not exceed twenty-eight (28) students in either the elementary or

middle-senior high school except in large group or team teaching situations.

2. In special situations such as technology, home and career skills, and science laboratories, the recommendations of the teacher as to maximum group size will be considered so that safe and proper utilization of available equipment may be arranged.

C. Preparations and Teaching Load

1. Part-time teachers

Teachers who are employed on a less than full time basis will be employed under the terms and conditions of the BGTA contract as follows:

- a.
 - i. A full week is calculated on the basis of the established work week, excluding the lunch period.
 - ii. Teachers employed 50% or more per week of a regular teacher's schedule will receive salary and benefits pro-rated on that percent, (e.g., a half-time teacher would be eligible to receive seven [7] full days or fourteen [14] half days of his/her work days as sick days, based on a full time allotment of fourteen [14] days) and health and dental insurance at the contribution rates as listed in this Agreement.
 - iii. Excluded are hourly teachers hired on a less than half time basis per week on a regular basis, and those who may work an irregular schedule that periodically exceeds half time. Salary, sick leave, and personal business leave will be calculated effective with the first date of regularly scheduled employment of half time or more per week.
 - iv. Teachers employed for less than fifty percent of a regular teacher's schedule are considered incidental and not eligible for benefits as outlined herein.
 - v. Teaching responsibilities and preparation time will be prorated to a regular full time teacher's work day.
- b. Teachers, including substitutes, as defined in Article I; F, will be employed under the terms and conditions of the BGTA contract as follows:
 - i. Sick Leave and Personal Business Leave will be prorated, based upon the number of months of paid employment (more than half of the work days in a month receive credit for the month).
 - ii. All other terms and conditions shall apply same as teachers.

D. Teacher Facilities

The Board recognizes that adequate facilities are necessary if the teacher is to do the most efficient job possible.

E. Before/After School Meetings

It is recommended that before or afterschool meetings called by the Administration be limited

to one (1) per week and will not exceed 45 minutes past or prior to the school day. No teacher shall be required to attend more than one (1) meeting per week called by a building administrator or curriculum coordinator.

Additionally, the District shall have the option of scheduling up to three (3) District wide Superintendent meeting(s) annually. Superintendent's meetings shall begin at 3:15 and will not go beyond 4:15. At no time shall the District meeting occur in the same week as a building faculty meeting.

There shall be no Faculty Meetings during week of Open House or Parent Conferences.

G. School Calendar Development

School calendar shall be devised cooperatively between the B-G Teachers Association and the Board or Administration. Cooperatively shall be construed to mean that advance suggestions will be sought from the Association before a tentative calendar is prepared. Before a tentative calendar goes to the Board in final form, it shall be given to the Teachers Association for reaction and discussion.

ARTICLE IX — TEACHER EVALUATION

- A. Formal evaluations of teachers will be conducted openly without the use of surveillance devices. Evaluation shall occur at least once per school year.
- B. The results of evaluations shall be reduced to writing. Following each evaluation a conference shall be held between the teacher and the evaluator within five (5) school days of the evaluation. The written report of the evaluation shall be made available to the teacher being evaluated during this conference. A teacher may attach to or on the end of the evaluation form, any written comment or reply he/she deems necessary. This report shall be kept in the teacher's personnel file and the teacher shall acknowledge that he/she has received such report by affixing his/her signature to the end of the report. This signature shall in no way indicate agreement or disagreement with the contents thereof.
- C. A probationary term will be served as per County and Municipal Civil Service Rules and Regulations.
- D. Teachers will have the right to schedule an appointment with the Chief Executive Officer or his/her designee to review the contents of their personnel files and to make copies of any documents therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A teacher will be notified of any material being added to his/her personnel file other than the updating of records. The teacher will also have the right to submit a written answer to any derogatory material and his/her answer shall be reviewed by the Chief Executive Officer and attached to the file copy.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE X — VACANCIES

- A. All professional vacancies or new positions in the district including administrative, supervisory, or regular teaching assignments shall be made known to the present professional staff at least five (5) days before the general release by posting a notice in each faculty room and notifying the

president of the association by letter. The appropriate faculty members may be involved in the interviewing of all candidates for professional vacancies or new positions in the district including administrative, supervisory or regular teaching assignments. The Association will be responsible for distributing the notice to its members.

- B. If a department head position becomes vacant, the members of the department shall be notified and allowed to make application for the vacancy.

ARTICLE XI - RETIREMENT INCENTIVE

- A. Teachers who retire in their first year, second year, or third year of retirement eligibility and choose to utilize this provision must retire at the end of the school year in which said eligibility is reached. The teacher will be allowed to retire at the end of the first semester provided retirement eligibility has been reached and the Chief Executive Officer finds a suitable replacement.
- B. The teacher must notify the district in writing prior to December 1 of the school year in which he/she will retire. If the teacher wishes to retire at the end of the first semester, he/she must notify the district in writing prior to June 1.
- C. No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described below.
 - 1. Any employee participating in this 403(b) retirement program shall have established a 403(b) retirement account and given notice to the District of the establishment of the account prior to the employee's retirement date. Failure on the part of the employee to establish a 403(b) account prior to the employee's retirement date shall result in forfeiture of entitlement to any monies due under this Article XI retirement incentive.
 - 2. The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article XI – Retirement Incentive. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 60 days of retirement. The Association and the employer mutually agree to remit the non-elective employer contribution to the employee's 403(b) account using the following guidelines.
 - a. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
 - b. In the event that the contribution exceeds acceptable contribution limits, the employer agrees
 - 1) to remit to the employee's 403(b) account any remainder, or the maximum contribution amount permitted under IRS code and regulations, whichever is less, no later than January 20 of the calendar year following retirement.
 - 3. In the event of the retired employee's death, any balance held by the employer will be paid to the beneficiary of the deceased retiree.
- D. Payment shall be 60% of the total sick leave accumulation at the end of the school year in which the teacher retires. Payment will be made at the teacher's current salary rate (1/200). The salary shall not include extracurricular compensation.

ARTICLE XII - PUPIL BEHAVIOR

The following principles shall apply in the Bainbridge-Guilford Schools regarding the responsibility of the teacher in dealing with the child who misbehaves. It is issued so that members of the school staff may understand clearly the procedures which are followed in upholding conduct in the schools.

- A. Each teacher is required to maintain appropriate pupil behavior at all times so that the objectives of training for self-discipline and learning may exist. To this end, the teacher knows the value of careful planning, good organization, and thorough preparation for teaching the lesson.
- B. When a pupil exhibits any marked deviation from good behavior, the teacher uses the techniques most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct. Recognizing that deviate behavior is sometimes a symptom of serious maladjustment, he/ she seeks the cause of the difficulty. When, in spite of the teacher's best efforts at correction, a pupil continues to misbehave, the teacher shall discuss the case with the building principal, or his/her designee, for his/her advice and assistance. If the case is serious enough to warrant further investigation by the building principal, or his/her designee, the teacher should submit a written report on the pupil's behavior and the action he/she has taken. Correspondingly, the administrator will submit a written report to the teacher or hold a conference with the teacher outlining the action he/she has taken.
- C. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and deliberate insubordination. Such cases are referred immediately to the principal, or his/her designee, for appropriate action with a verbal or written explanation from the teacher as to the nature of the violation. Disciplinary decisions shall be as per the District Code of Conduct.
- D. In all cases of pupil suspension, the provisions of Section 3214 of the New York State Education Law shall be complied with.
- E. Every effort is to be made by teachers and others to identify the causes of social and emotional maladjustment of pupils in the earliest stages so that appropriate treatment and correction may be applied as a preventive against further difficulty.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. Teachers will report to their principal immediately all cases of student physical assault suffered by them in connection with their employment and will make a report in writing within three (3) days, unless circumstances prohibit such notification. This report will be forwarded to the Chief Executive Officer who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident and will act as liaison between the teacher and the parents of the student(s).
- B. The Board of Education recognizes its obligation under Section 3028 of the Education Law. In order to avail himself/herself of this protection, the teacher must inform, the Board within ten (10) days of such incident.
- C. 1. Whenever a teacher is absent from school as a result of personal injury caused by a student occurring in the course of his/her employment, he/she will be paid his/her full salary for a period not to exceed two hundred (200) school days from date of first absence and no part of such absence will be charged to his/her annual or accumulated

sick leave provided the Workers' Compensation Claim is uncontested. Workers' Compensation benefits will be retained by the District. If the claim is contested by either the District or the carrier, the teacher will be reimbursed according to the above, when the final decision on the claim is rendered. A physician's statement concerning the employee's inability to work will be required in order for the employee to be paid.

2. Workers' Compensation

An employee absent on Workers' Compensation Disability except in C.1 above, but including contested claims, may elect, in writing, to use any accumulated Sick Leave. The Workers' Compensation daily disability payments will then be assigned to the District and the employee will, in turn, have accumulated Sick Leave replenished by the ratio of the amount of daily disability payment to the amount of regular daily pay. The employee will have only the amount of sick leave actually taken for such disability replenished and any excess monies will be returned to the employee. Health Insurance continuation shall be coordinated with the Business Office.

- D. No teacher shall suffer any disadvantage by reason of his/her membership in the association or participation in its lawful activities.
- E. No teachers will be involuntarily transferred to other buildings in the district, to other grade levels, or to other departments without a conference with the teachers involved. Whenever possible, those teachers involved will be notified at least one month prior to the opening of the school year of any changes in their teaching assignments. Teachers shall be notified of their schedule for the coming year, including the schools to which they will be assigned and the grades and/or subjects they will teach no later than June 30 when possible.

ARTICLE XIV - ASSOCIATION BUSINESS

The President of the Association and/or his/her designee, shall be granted time without loss of pay for NYSUT Representative Assembly and other Association business. Such time shall not exceed a total of five (5) school days.

ARTICLE XV - MAINTENANCE OF STANDARDS

Unless there is prior negotiation with the Association, this agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed. Except as required by the agreement, the duties and responsibilities of teachers in any position in the negotiating unit will not be substantially altered or in any way increased.

ARTICLE XVI - SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVII - INDIVIDUAL AGREEMENTS

Any individual arrangement, agreement, or contract hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement and subsequent Agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.

ARTICLE XVIII - STATEMENT OF SECTION 204-a OF THE CIVIL SERVICE LAW

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

ARTICLE XIX - ACADEMIC FREEDOM

Teachers shall be given personal and academic freedom within the bounds of mature responsibility. Should a question of academic freedom arise, the parties agree to meet to discuss the relevant issue(s) in order to resolve the concern(s).

ARTICLE XX - GRIEVANCE PROCEDURE

A. Declaration of Purpose

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

B. Definitions

1. A GRIEVANCE is any violation of this agreement or any dispute with respect to its meaning or application.
2. AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
3. PARTY-IN-INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
4. GRIEVANCE COMMITTEE is the committee created and constituted by the Association.
5. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decision at any stage of this grievance procedure.
6. SUPERVISOR shall mean the immediate administrative officer in charge of the building or educational area where the alleged grievance arises.

C. Procedure

1. All formal grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the

identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party and shall be filed on the form shown in Appendix C.

2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore.
3. If a grievance affects a group of teachers, it may be submitted by the Association.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment but outside of the hours of teaching.

All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in E.1 and E.2, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by any person against the aggrieved party, any party of interest, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

D. Time Limits

1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within ten (10) school days after the teacher knew of the act or condition on which the grievance is based. If the teacher was not directly informed in writing of the matter on which the grievance is being based, the time limit for filing a grievance shall be twenty (20) school days.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or between June first (1st) and September first (1st) inclusive, the time limits set forth in Section E below shall be interpreted to be calendar days excluding Saturdays and Sundays, instead of school days.

E. Stages in the Grievance Procedure

1. Stage 1 - Informal Stage

A teacher having a contractual grievance will discuss it with his/her supervisor either directly or through a representative with the objective of resolving the matter informally. The teacher or representative shall state that the discussion involves a grievance. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance. If the grievance is not resolved informally within ten (10) school days after notification, it shall be reduced to writing and presented to the supervisor at stage 2 within six (6) school days.

2. Stage 2 - Supervisor

Within six (6) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his representative and the Chief Executive Officer.

3. Stage 3 - Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the teacher shall, within six (6) school days, present the grievance to the Association's grievance committee for its consideration.
- b. If the grievance committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 2 with the Chief Executive Officer within six (6) school days after the teacher has received such written decision. Copies of the written decision at Stage 2 shall be submitted with the appeal.
- c. Within ten (10) school days after the receipt of the appeal, the Chief Executive Officer shall hold a hearing with the grievant and the representative(s) of the grievance committee. Representatives of either side and other parties-in-interest may also be involved in the hearing.
- d. The Chief Executive Officer shall render a decision in writing to the teacher and the Association Grievance Committee within six (6) school days after the conclusion of the hearing.

4. Stage 4 - Arbitration

- a. After such hearing, if the Association is not satisfied with the decision at Stage 3, the grievance may be submitted to arbitration. The intention to advance to arbitration shall be by written notice to the Chief Executive Officer from the Association Grievance Committee, within ten (10) school days of the decision at Stage 3.
- b. Unless the parties have mutually agreed to an arbitrator within five (5) school days after such written notice of submission to arbitration, the Chief Executive Office and/or the Association may agree to submit the dispute to Cornell University's Alternate Dispute Resolution procedure. Absent an agreement within the five (5) school days to submit the matter to Cornell ADR, the Chief Executive Officer and/or the Association will make application for arbitration to the American Arbitration Association. The parties and the arbitrator will then be bound by the rules and procedures of the Cornell ADR or the American Arbitration Association, whichever is selected.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision as promptly as possible from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs have been submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

ARTICLE XXI - DURATION OF AGREEMENT

This contract shall become effective on July 1, 2021 and shall continue in effect through June 30, 2024. If an agreement has not been reached before the expiration date of this contract, all provisions of this contract subject to prevailing law and PERB decisions shall remain in effect until an agreement on a new contract has been reached.

APPENDIX E – STATEMENT OF GRIEVANCE

Grievance No. _____

BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION

Bainbridge, New York

Statement of Grievance

Date: _____

Stage: _____

Aggrieved Party _____

Position _____

Provision Violated _____

Time and Place Event or Condition Existed _____

Nature of Grievance _____

Identity of Party and/or Association Responsible for Said Grievance _____

Redress Sought _____

Signed _____

Teacher

Signed _____

For the Association

APPENDIX F - PAYROLL DEDUCTION AUTHORIZATION

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number

Last Name

First Name

M.I.

Employer Name

Organization

To the Employer:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature: _____ Date: _____

APPENDIX G - SICK LEAVE BANK

BAINBRIDGE-GUILFORD CENTRAL SCHOOL INSTRUCTIONAL SICK LEAVE BANK

- A. There shall be an Instructional Sick Leave Bank to be administered by a Committee. The Committee shall consist of one Board Member, two Administrators, the President of the BGTA and two other members appointed by the President.
- B. Upon completion of one (1) full year of service to the school, teachers will become members of the Sick Leave Bank and shall donate one (1) sick day per year to the Bank. The teacher will continue as a member until written notification of withdrawal is received by the District. Any teacher that chooses not to donate days to the Bank must notify the District and the Association in writing by September 30 of each year. New members will be accepted only during September of each year.
- C. When the Bank exceeds three (3) times the number of members, member contributions will not be required again until the Bank falls below two (2) times the number of members. Members will then be required to replenish the Bank each September until the maximum again is reached.
- D. The balance of sick leave bank days on June 30th of each year shall be carried over to the next year.
- E. When a teacher is drawing paid time from the sick bank, all benefits will continue.

It is understood that the Sick Leave Bank is to be utilized only for catastrophic and long-term extended illnesses usually recognized as such by the medical profession.

- F. A sick leave bank member may make application to the Sick Bank if they meet all the below listed criteria:
 - (1) The teacher is unable to perform their regular job due to a disabling non-work related illness and/or a disabling non-work related injury.
 - (2) The application is accompanied by a signed "Employee Leave Certification Form." (Physician and employee signatures.)
 - (3) The teacher has exhausted all other forms of paid leave.
 - (4) The application is made on the prescribed form.
- G. The Committee shall review the completed Sick Bank Request Form and Employee Leave Certification Form and approve requests for use of the Bank. In the event the Committee has any questions as to the nature of the illness, the School Physician may be requested to explain in more detail the nature of the disability. The information provided by the School Physician will be a general explanation of the disability and shall not be based on any examination by the School Physician unless the District has required such examination pursuant to Section 913 of the Education Law. The decision of the Committee shall be final and not subject to grievance.
- H. Each request for Sick Leave Bank Usage shall be considered on an individual basis. Each teacher, as a condition of applying for Sick Leave Bank usage, shall authorize the District to release to the Screening Committee his/her Sick Bank Request Form and the Leave Certification Form for review in connection with making the determination required herein. The Committee will keep such information in strict confidence.
- I. No teacher shall be eligible to draw more than one hundred (100) days for any single instance of illness.

- J. Teachers shall be encouraged to apply for disability retirement where applicable.
- K. The Sick Bank may grant partial days when a teacher is capable of working part-time and the District accepts them back to work part-time (e.g., light duty).
- L. Disability which arises from pregnancy and childbirth shall be treated in the same manner as any other illnesses or injury. However, in no case shall the Sick Bank be used for family sickness or child care purposes.
- M. Disability which arises from organ donation shall be treated in the same manner as any other illnesses or injury.
- N. Upon retirement, teachers may request to donate up to ten (10) days beyond their 200 day maximum to the sick bank. The request must be in writing and submitted to the Business Office by the date of retirement.

APPENDIX H – MENTOR FORM

Mentor Name _____
 Mentee Name _____

Mentor Check List

<u>Initials</u> <u>Mentor</u>	<u>Initials</u> <u>Mentee</u>	<u>By October 1st</u>
_____	_____	<input type="checkbox"/> * Code of Conduct
_____	_____	<input type="checkbox"/> * Grading: How to submit grades
_____	_____	<input type="checkbox"/> * Discipline Procedures
_____	_____	<input type="checkbox"/> * Substitutes and how to plan for them
_____	_____	<input type="checkbox"/> * How substitutes are secured
_____	_____	<input type="checkbox"/> * Fire Drill procedures
_____	_____	<input type="checkbox"/> * Emergency procedures
_____	_____	<input type="checkbox"/> * How to use the phones
_____	_____	<input type="checkbox"/> * Taking attendance
_____	_____	<input type="checkbox"/> * List of Events
_____	_____	<input type="checkbox"/> * Who does what
_____	_____	<input type="checkbox"/> * Access TEACH
_____	_____	<input type="checkbox"/> * Other

<u>Initials</u> <u>Mentor</u>	<u>Initials</u> <u>Mentee</u>	<u>By November 1st</u>
_____	_____	<input type="checkbox"/> * CSE Procedures
_____	_____	<input type="checkbox"/> * Cooperative Learning
_____	_____	<input type="checkbox"/> * Teaching in the block/or semester
_____	_____	<input type="checkbox"/> * Effective teaching
_____	_____	<input type="checkbox"/> * Lunch/study hall/ hall rules & procedure
_____	_____	<input type="checkbox"/> * Teaming
_____	_____	<input type="checkbox"/> * Access TEACH
_____	_____	<input type="checkbox"/> * Other

<u>Initials</u> <u>Mentor</u>	<u>Initials</u> <u>Mentee</u>	<u>By December 1st</u>
_____	_____	<input type="checkbox"/> * Resources – Budgeting
_____	_____	<input type="checkbox"/> * Mission & Vision – review
_____	_____	<input type="checkbox"/> * Access TEACH
_____	_____	<input type="checkbox"/> * Other

On Going Throughout the Year

<u>Initials</u> <u>Mentor</u>	<u>Initials</u> <u>Mentee</u>	
_____	_____	<input type="checkbox"/> * Teachers to Observe
_____	_____	<input type="checkbox"/> * Classroom Management
_____	_____	<input type="checkbox"/> * School Culture
_____	_____	<input type="checkbox"/> * AIS
_____	_____	<input type="checkbox"/> * Curriculum Maps
_____	_____	<input type="checkbox"/> * BOCES Services
_____	_____	<input type="checkbox"/> * Faculty Handbook
_____	_____	<input type="checkbox"/> * Access TEACH - June
_____	_____	<input type="checkbox"/> * Other

***Mentor & Mentee initial when item has been fully covered**

Principal's Meeting with Mentor/Mentee

<u>Date</u>	<u>Initials</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Principal's Individual meeting with Mentor and Mentee

W/mentor _____
 W/mentee _____

Check list will be accessible for Principal for review. Completed copies of this checklist will be given to the Principal and Business Office as final documentation and authorization for payment.

Principal's Signature _____ Date _____

Superintendent's Signature _____ Date _____

APPENDIX I – APPR

Annual Professional Performance Review

In compliance with Education Law §3012-d and Subpart 30-2 and 30-3 of the Commissioner's regulations, Chapter 56 of the Laws of 2015, the parties agree to modify their collective bargaining agreement in accordance with a revised teacher evaluation procedure, the primary components of which are outlined below. Both parties agree to meet annually in June for the purpose of ongoing review and possible negotiated adjustment(s) of this Appendix.

This agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto. All other matters pertaining to APPR shall remain as contained in the APPR document dated September 2016 unless otherwise bargained.

Statement of Purpose

The overarching goal of the teacher evaluation system is to promote student learning and improve teaching and professional practice. The APPR encourages professional growth and development through a process that is based on current research on best practices and aligned with New York State's Teaching Standards (Attachment A). It assures a common language and common expectations among all teachers and evaluators. It is intentionally linked with the District's Professional Development Plan to ensure teacher-driven professional development and support. A successful review system should provide timely feedback, an opportunity to acknowledge educators' strengths as well as any weaknesses, and an opportunity for growth as an educator.

The following principles will govern the APPR process:

- It is every teacher's responsibility to continue to grow professionally.
- It is the District's responsibility to provide the resources and support for teachers to improve instruction and professional practice.
- The overarching goal of the evaluation process is that teachers and evaluators examine the evidence obtained by multiple measures of teaching practice and student achievement to plan for meaningful professional learning and improvement of instruction.
- Observations and evaluations will be conducted openly and objectively with the full involvement of the teacher.

Plan Requirements

Education Law §3012-d law requires teachers to be evaluated based on two categories: the Student Performance Category and the Observation/School Visit Category. Under the law, New York State continues to differentiate teacher effectiveness using four rating categories. Each classroom teacher must receive an overall rating of Highly Effective, Effective, Developing, or Ineffective (HEDI) based on the ratings received by the teacher in each of the two categories (Student Performance and Observations/School Visits) (Attachment B).

Once the overall, weighted Student Performance and Teacher Observation/Principal School Visit Category ratings are determined, the overall rating determination for a teacher shall be determined according to a methodology as follows:

<u>Student Performance</u>	<u>Observation School Visit</u>				
		<u>Highly Effective (H)</u>	<u>Effective (E)</u>	<u>Developing (D)</u>	<u>Ineffective (I)</u>
	<u>Highly Effective (H)</u>	H	H	E	D
	<u>Effective (E)</u>	H	E	E	D
	<u>Developing (D)</u>	E	E	D	I
<u>Ineffective (I)</u>	D*	D*	I	I	

*See Attachment B

The Board of Education will adopt an APPR plan by September 1 of each school year, or at which time negotiations are concluded. The District shall submit the plan on a form prescribed by the commissioner, to the New York State Education Department (NYSED) for approval. Should the plan be rejected, any deficiencies that are subject to negotiations shall be resolved through collective bargaining, and the plan resubmitted. If all the terms of the plan have not been finalized by September 1 as a result of pending collective bargaining, then the Board of Education shall submit the APPR to the Commissioner upon resolution of all its terms, consistent with article fourteen of the Civil Service Law.

For teachers who are not required under Education Law §3012-d to have a single composite effectiveness Rating or an SLO, an action plan will be developed. If an SLO is required, it will be developed based on an action plan.

(Attachment C)

Pre-Kindergarten (PK) teachers shall not have a SLO but will be evaluated using the NYSUT Rubric and procedures outline as per Section IV, with the exception being PK teachers will not be assigned a composite effectiveness score (HEDI).

Social Workers, School Counselors, School Psychologist, Special Education Chair, Dean of Students, Library/Media Specialist, Teacher of Speech and Handicapped, LTA's, School Nurse, and the Athletic Coordinator shall be evaluated as per Attachment J.

Teacher of Record and Verification of Student Roster

Teacher: Any BGTA member to which the APPR document is applicable.

Teacher of Record: The District shall collect additional data elements to support teacher of record determinations. These data elements shall include information about the multiple teachers who may be assigned to a course selection; differential weighting between teachers and individual students; and changes in teacher assignment, student enrollment, and student attendance over the duration of a course.

Verification: Teachers to whom this plan applies shall be provided an opportunity to verify teacher assignment, student enrollment (start and end dates) and attendance for those students assigned to them. The teacher will be afforded the opportunity to review and make corrections to their roster prior to the District reporting data to NYSED. The District shall provide the information to the teachers immediately following their receipt from NYSED. The attendance records kept by the teacher for each class will constitute verification of teacher assignment, student enrollment and attendance.

Data Correction: If the information in the Teacher-Student Roster Verification Reports is incomplete or inaccurate, the data shall be corrected immediately.

APPR Scoring Components

1. Student Performance Category:

A. Student Performance Overview

The Student Performance category has two subcomponents, one mandatory and the other optional.

The District and the Association have agreed **not** to use an optional second subcomponent to measure student performance. Only one subcomponent will be used to measure student performance in accordance with Education Law § 3012-d.

For the mandatory component, teachers shall be evaluated as follows:

- For teachers whose courses end in a State created or administered test for which there is a State-provided growth model and at least 50% of a teacher's students are covered under the State-provided growth measure, such teachers shall have a State-provided growth based on such model.
- For teachers whose course does not end in a State created or administered test or where less than 50% of the teacher's students are covered under the State-provided growth measure, such teachers shall have a Student Learning Objective ("SLO") consistent with a goal setting process determined or developed by the Commissioner that results in a student growth score; provided that for any teacher whose course ends in a State created or administered assessment for which there is no State-provided growth model, such assessment must be used as the underlying assessment for such SLO.

B. Student Performance Procedure

1. Members requiring an SLO, not otherwise required by Education Law § 3012-d, shall be as follows:
 - a) Historical data shall be analyzed to determine the measure used for a Group Score.
 - b) For the 2016-17 school year, an aggregate score shall be calculated using four regents exams: US History & Government, Earth Science, Living Environment and Comprehensive English. This will also be used for SLO back up if required.
 - c) The target score shall be 80%. An aggregate score (total number of students who took the tests divided by the number who passed resulting in a percent) shall be calculated using four regents exams: US History & Government, Earth Science, Living Environment and Comprehensive English.
 - d) K-2 shall use the Math 8 test for original score purposes only.
 - e) The SLO Conversion Chart shall be used as follows:

SLO Conversion Chart		
Highly Effective	97-100%	20
	95-96%	19
	90-92%	18
Effective	85-89%	17
	80-84%	16
	75-79%	15
Developing	67-74%	14
	60-66%	13
Ineffective	55-59%	12
	49-54%	11
	44-48%	10
	39-43%	9
	34-38%	8
	29-33%	7
	25-28%	6
	21-24%	5
	17-20%	4
	13-16%	3
	9-12%	2
	5-8%	1
	0-4%	0

- f) The SLO procedure as per a, b, c and d above, shall be reviewed and negotiated by the parties annually.
- g) The composite score will be provided to the teacher by the last day of required teacher attendance or within ten (10) school days of the District's receipt of the score, whichever is sooner (Attachment G).

2. Teacher Observation Category

A. Observation Overview

The Teacher Observation category is comprised of three subcomponents; two mandatory and one optional.

The two mandatory subcomponents shall be based on:

- One observation that shall be conducted by a principal or other trained administrator and;
- A second observation will be performed by District assigned appropriately trained certified evaluator(s), including the impartial independent trained evaluator, to perform all evaluations in accordance with Education Law § 3012-d. Evaluator(s) shall be defined as all certified District Board of Education approved administrators.
- The District and the Association have agreed to forego the third optional subcomponent, peer review in the teacher observation category.

B. Observation Procedure:

1. The selection of the NYSUT Rubric and multiple measures of teacher effectiveness shall be negotiated by the BGTA and the District. The District and the BGTA Negotiation team have selected the NYSUT Rubric (Attachment D). The APPR Planning Guide Template, identifying the seven practices of effective learning, shall be used in the application of the NYSUT Rubric (Attachment E).
2. The District and the Association have agreed that for the teacher observation category, the evaluations to be performed by the building principal shall be weighted at ninety percent (90%), and the evaluation to be performed by the impartial independent trained evaluator shall be weighted at ten percent (10%).
3. No mechanical or electronic recording devices shall be used for this purpose without the specific and clear consent of the teacher in advance of such use.
4. All observations will be completed between October 1 and May 31, unless otherwise mutually agreed by the teacher and evaluator.
5. Observation shall not occur the day before or the day after a Vacation period or a Holiday.
6. For tenured teachers, the building principal shall conduct a total of one (1) scored observation and the impartial independent trained evaluator shall conduct one (1) scored observation, consisting of the following:
 - a) Tenured teachers will be formally observed twice (2) per academic year.
 - b) The first formal observation shall be announced and shall be a minimum of 30 minutes; however, the parties shall have a discussion during the pre-observation conference to determine the anticipated length of the lesson. . The lesson plan template (Appendix F) should be completed and brought to the pre-observation conference.
 - c) The second formal observation will be unannounced but must fall within a two-week notification period and shall be a minimum of 30 minutes.
 - d) The post observation conference shall occur no later than ten (10) school days after the formal observation. When teacher and administrator disagree on a rating, the

goal is conversation and compromise with supporting evidence being given from both sides. If the administrator decides on a lower rating than that of the teacher, the principal must provide written supporting evidence in order to change the rating.

- e) Teacher Observation Reflection shall be emailed to the principal prior to the post observation conference. The written reflection shall reference two NYSUT indicators for each goal. Teachers shall provide evidence for each indicator. Teachers are encouraged to select different indicators from different standards. Administrator and teacher will both use the same Observation Reflection form (Attachment G). At the post conference, the teacher and principal shall share their reflections and complete the write-up. Both parties shall sign the document.
7. For non-tenured teachers, the evaluations to be performed by the building principal shall be weighted as follows:
- One announced evaluation weighed at ninety percent (90%), and the evaluation to be performed by the impartial independent trained evaluator shall be weighted at ten percent (10%).

OR

- Two (2) announced scored observations, each weighted at 45%, and the impartial independent trained evaluator shall conduct one (1) unannounced scored observation, weighted at 10%, consisting of the following:
 - a) There shall be no more than three (3) formal evaluations per academic year.
 - b) The first formal observation shall be announced and shall be a minimum of 30 minutes; however, the parties shall have a discussion during the pre-observation conference to determine the anticipated length of the lesson. The lesson plan template (Appendix F) should be completed and brought to the pre-observation conference.). At the post conference, the teacher and principal shall share their reflections and complete the write-up. Both parties shall sign the document.
 - c) The second formal observation will be unannounced but must fall within a two-week notification period and shall be a minimum of 30 minutes.
 - d) The post observation conference shall occur no later than ten (10) school days after the formal observation. When teacher and administrator disagree on a rating, the goal is conversation and compromise with supporting evidence being given from both sides. If the administrator decides on a lower rating than that of the teacher, the principal must provide written supporting evidence in order to change the rating.
 - e) Teacher Observation Reflection shall be emailed to the principal prior to the post observation conference. The written reflection shall reference two NYSUT indicators for each goal. Teachers shall provide evidence for each indicator. Teachers are encouraged to select different indicators from different standards. Administrator and teacher will both use the same Observation Reflection form (Attachment F). The teacher shall be provided their written formative assessment from the evaluator no later than the post conference meeting.
 - f) The optional third evaluation by the Principal shall be announced and shall be a minimum of 30 minutes; however, the parties shall have a discussion during the pre-observation conference to determine the anticipated length of the lesson. This optional observation may occur any time after the first announced observation. The lesson plan template (Appendix F) should be completed and brought to the pre-observation conference.). At the post conference, the teacher and principal shall share their reflections and complete the write-up. Both parties shall sign the document.
8. The teacher shall be provided their written formative assessment from the evaluator no later than the post conference meeting.

9. Both tenured and non-tenured teachers may be observed informally. Informal observations can be announced or unannounced and are not intended to be evaluative. Feedback from informal observations shall be provided verbally only and shall not be reduced to writing.
10. The Summative Reflection, where applicable, shall be completed by the member by June 1 (Attachment F).
11. The overall observation or school visit score shall be converted into an overall rating, using cut scores determined locally for each rating category; consistent with the permissible ranges as follows:

Overall Rubric Score Conversion		
	Minimum	Maximum
H	3.50	4.0
E	2.5	3.49
D	1.5	2.49
I	0	1.49

Inter-Rater Reliability & Training for Evaluators and Staff

Administrators must be trained as per Section 30-2.9 of the Rules of the Board of Regents. Lead evaluators must also be periodically recertified to ensure inter-rater reliability. All evaluators must be properly trained before conducting evaluations. The “lead evaluator” is the administrator who is primarily responsible for a teacher’s evaluation under Chapter 103.

Any evaluator who participates in the evaluation of teachers for the purpose of determining an APPR rating shall be fully trained and/or certified as required by Education Law §3012-d and the implementing Regulations of the Commissioner of Education prior to conducting a teacher evaluation. Evaluator(s) shall be defined as all certified Bainbridge-Guilford Board of Education appointed administrators.

All professional staff subject to the District’s APPR will be provided with an orientation and/or training on the evaluation system that will include: a review of the content and use of the evaluation system, the NYS Teaching Standards, the NYSUT Rubric, forms and the procedures to be followed consistent with the approved APPR plan and associated contractual provisions. All training for current staff will be conducted prior to the implementation of the APPR process. Training will be conducted within 30 calendar days of the beginning of each subsequent school year for newly hired staff.

Professional Development

Every effort will be made to provide professional development within the teacher’s contractual day or during contractual after-school meeting time or on days within the contractual work year that are designated for staff development. In the event that professional development must occur outside of the teachers’ contractual day or on days other than contractual work days, teachers will be compensated at the Staff Development contractual rate. It is understood that, unless otherwise bargained, attendance outside the contractual work day/year shall be voluntary. Those teachers declining to attend professional development occurring outside their work day/year shall be offered an opportunity to participate at another time.

Teacher Improvement Plans (TIP)

Upon receiving a rating of “developing” or “ineffective”, a teacher shall be provided with a TIP using the TIP form (Attachment H). The TIP shall be provided within ten (10) school days after the opening of classes for the school year. The parties understand and agree that the sole and exclusive purpose of a TIP is the improvement of teaching practice and that the issuance of a TIP is not a disciplinary action. The TIP shall be developed in consultation with the Superintendent, or his/her designee, the teacher, a BGTA representative (mandatory for non-tenured teachers and optional for tenured teachers), and their mentor (if a mentor is requested). The teacher shall be advised of his/her right to such representation (Attachment I).

A TIP shall clearly specify:

1. the area(s) in need of improvement
2. the performance goals, expectations, benchmarks, standards and timelines the teacher must meet in order to achieve an effective rating
3. how improvement will be measured and monitored, and provide for periodic reviews of progress;
4. the appropriate differentiated professional development opportunities, materials, resources and supports the District will make available to assist the teacher, including a request for a mentor teacher.

After the TIP is in place, the consultation team shall meet to assess the effectiveness and appropriateness of the TIP. Based on the outcome of such assessment(s), the TIP shall be modified accordingly.

A teacher who believes that the terms of a TIP are arbitrary, unreasonable, inappropriate or defective, or that the District has failed to meet its obligation to properly implement the terms of a TIP, may seek relief through an appeal process.

All costs associated with the implementation of a TIP including, but not limited to, tuition, fees, books and travel, shall be borne by the District in their entirety. No disciplinary action predicated upon ineffective performance shall be taken by the District against a teacher until a TIP has been fully implemented and its effectiveness in improving the teacher’s performance has been evaluated. No disciplinary action shall be taken by the District against a teacher predicated on an ineffective rating who has met the performance expectations set by a TIP.

Appeals Procedures

The purpose of the APPR appeal process is to foster and nurture growth of the professional staff in order to maintain a highly qualified and effective work force. The appeal procedures shall provide for the timely and expeditious resolution of the appeal. Teachers who meet the appeal process criteria identified below may use this appeal process. An appeal may be filed challenging the APPR based upon one or more of the following grounds:

1. The substance of the Annual Professional Performance Review;
2. The District’s adherence to the standards and methodologies required for the Annual Professional Performance Review, pursuant to Education Law §3012-d and applicable rules and regulations;
3. The District’s compliance with either the applicable regulations of the Commissioner of Education, or locally negotiated procedures;
4. The District’s issuance and or implementation of the terms of a TIP, where applicable, as required under Education Law §3012-d.

Any evaluation or APPR rating that is determined in whole or in part by an administrator or supervisor who is not fully trained and/or certified to conduct such evaluations shall, upon appeal by the subject of the evaluation or APPR rating, be deemed to be invalid and shall be expunged from the teacher's record and will be inadmissible as evidence in any subsequent disciplinary proceeding. The invalidation of an evaluation or APPR rating for this reason shall also preclude its use in any and all other employment decisions of retention, tenure determination and termination.

A teacher may not file multiple appeals regarding the same performance review or TIP. All grounds for appeal must be raised within one appeal, provided that the teacher knew or could have reasonably known the ground(s) existed at the time the appeal was initiated, in which instance a further appeal may be filed but only based upon such previously unknown ground(s). An APPR, which is the subject of a pending appeal, shall not be sought to be offered in evidence, or placed in evidence in any Education Law §3020-a or §3020-b proceeding, or any locally negotiated procedure, until the appeal process is concluded.

Any teacher aggrieved by an APPR rating of either "ineffective" or "developing" may challenge that APPR or where a teacher is rated Ineffective on the student performance category but rated Highly Effective on the observation category based on an anomaly. Nothing shall be construed to authorize a teacher or principal to commence the appeal process prior to receipt of his or her rating from the district.

Teachers initiating an appeal based on a TIP would also use the process outlined below.

A. Level 1 Appeal -Appeal to Evaluator

1. Informal

If the teacher has concerns with their evaluation, the teacher may request an informal conference with the evaluating administrator, within five (5) school days from the date of receiving their final overall composite rating. The meeting shall be scheduled within ten (10) school days from the date of the request. Within this context, the appeal meeting will be heard within fifteen (15) school days from the request of the teacher to the administrator. The parties shall discuss any or all related issues. In order to advance to a Level 1 Formal Appeal, the teacher must first attend an informal conference.

2. Formal

If the teacher has concerns with their evaluation after their informal conference, the teacher may request a formal conference with the evaluating administrator. The teacher is entitled to BGTA representation at the conference.

Any appeal must be submitted to the evaluator in writing, using the Appeal Form (Attachment I), no later than ten (10) school days from the date of the informal conference. The evaluator responsible for the issue(s) being appealed must schedule a conference no later than ten (10) school days from the receipt of the appeal. The conference shall be a meeting wherein the authoring administrator and the teacher shall discuss the evaluation and the area(s) of dispute. All supporting documentation shall be provided by both parties at the conference.

The evaluator shall have the option to uphold or modify any component of the evaluation.

Within ten (10) school days of the date of the formal conference, or 35 days from the completion of the informal hearing, the evaluator responsible for the issue(s) being appealed must submit a detailed written appeal response to the teacher and Superintendent. Along with the response,

supporting documentation, must be submitted, or specifically noted pending, as well as any additional documents or materials relevant to the response.

If the teacher is not satisfied with the outcome of the Level 1 Formal Appeal, he/she may proceed to a Level 2 Appeal.

B. Level 2 Appeal– Appeal to Committee

The Level 2 Appeal shall be submitted to the Superintendent and BGTA President in writing, using the Appeal Form (Attachment I), no later than ten (10) school days from the date of the Level 1 Formal Appeal.

The Superintendent must schedule a conference no later than ten (10) school days from the receipt of the Level 1 Appeal. The teacher is entitled to BGTA representation at the conference. The conference shall be a meeting wherein the parties shall discuss the evaluation and the area(s) of dispute. Supporting documentation shall be provided by both parties at the conference.

The Committee make up shall be:

- a. Two tenured administrators, certified to conduct evaluations, appointed by the Superintendent or his/her designee. The administrator appointed shall not be the administrator who authored the evaluation.
- b. Two tenured teachers appointed by the President of the BGTA or his/her designee.

Within ten (10) school days of the Level 2 conference, the Appeal Committee shall reach its decision using consensus model (majority). The Committee shall submit a detailed written response to the administrative evaluator, the teacher, the BGTA President and the Superintendent at the same time they reach their decision. The response must include additional documents or written materials that are specific to the point(s) of disagreement and/or are relevant to the resolution of the appeal for each determination on each of the specific issues raised in the appeal. The Appeal Committee decision is final and binding.

If consensus is not reached, the Committee shall write up opposing viewpoints and submit the opposing viewpoints to the administrative evaluator, the teacher, the BGTA President and the Superintendent.

If the teacher is unsatisfied with the outcome of the Level 2 conference, the teacher may file a Level 3 appeal within ten (10) school days from the receipt of the written response. If the Superintendent is the evaluator, the teacher may file a Level 4 appeal within ten (10) school days from the receipt of the written response.

C. Level 3 Appeal – Appeal to Superintendent

The Level 3 Appeal, initiated by the teacher, requires written notification to the Superintendent using the Appeal Form (Attachment I). Notification must be within ten (10) school days of the receipt of the Level 2 Appeal.

The teacher is entitled to BGTA representation at the conference. The Superintendent must schedule a conference no later than ten (10) school days from the receipt of the Level 2 Appeal. The conference shall be a meeting wherein the parties shall discuss the evaluation and the area(s) of dispute. Supporting documentation shall be provided by both parties at the conference.

The Superintendent shall have the option to uphold or modify any component of the evaluation. The Superintendent must notify the teacher and the appeal committee in writing within ten (10) school days of the Level 3 Appeal hearing. The decision of the Superintendent is final and binding.

D. Level 4 Appeal –Appeal to Board of Education (BOE)

***Only available if the Superintendent is the evaluator**

The Level 4 Appeal, initiated by the teacher, requires written notification to the BOE using the Appeal Form (Attachment I). Notification must be within ten (10) school days of the receipt of the Level 2 Formal Appeal. The BOE must schedule a conference no later than ten (10) school days from the receipt of the appeal. The teacher is entitled to BGTA representation at the conference. The conference shall be a meeting wherein the BOE and the teacher shall discuss the evaluation and the area(s) of dispute. Supporting documentation shall be provided by both parties at the conference.

The BOE shall have the option to uphold or modify any component of the evaluation.

Within ten (10) school days of the date of the formal conference, the BOE must submit a detailed written appeal response to the teacher, the BGTA President and Superintendent. Along with the response, supporting documentation, must be submitted, or specifically noted pending, as well as any additional documents or materials relevant to the response. The BOE decision is final and binding.

Personnel File Submissions following Appeal Determination:

1. Should any level of the appeal overturn a section of the evaluation the section of the evaluation that was overturned should be redacted prior to submission of evaluation into the member's personnel file.
2. Should any level of the appeal overturn the entire evaluation, if the evaluation was procedurally flawed, the overturned evaluation shall not be placed into the member's personnel file.
3. Should any level of the appeal overturn a section or the entire evaluation and require an alternate course of action, the overturned section(s) or evaluation shall not be placed in the member's personnel file.
4. Should any level of the appeal affirm the evaluation and require additional action, the evaluation shall be placed in the member's personnel file. The additional course of action results shall be stapled to the evaluation. The member shall retain the right to rebut any negative evaluation submitted to the personnel file in accordance with the bilaterally negotiated contract language.
5. Should any level of the appeal affirm the evaluation, the evaluation shall be placed in the member's personnel file. The member shall retain the right to rebut any negative evaluation submitted to the personnel file in accordance with the bilaterally negotiated contract language.

Reporting Teachers' Scores

All public school districts, BOCES, and applicable charters are required to annually submit school year data to Student Information Repository Assessment (SIRS) that includes the Required Student Performance Category scores and ratings, the Optional Student Performance Category scores and ratings, the Required Teacher Observation/Principal School Visit Category scores and ratings, the Optional Teacher Observation/Principal School Visit Category score and ratings, the overall composite rating categories, for all teachers and principals.

Districts, BOCES, and charter schools should follow typical protocol in regards to data submission. During the 2015-16 through 2018-19 school years, districts/BOCES must calculate two sets of scores and ratings (original and transition) for educators whose original APPR results are based on the grades 3-8 ELA and math State assessments or any State-provided growth scores. "Original" scores and ratings use all of the measures specified in the approved APPR plan, including the results of the grades 3-8 ELA and math State assessments and State-provided growth scores. Transition scores and ratings exclude the results of the grades 3-8 ELA and math State assessments and any State-provided growth scores. During the 2016-17 through 2018-19 school years, in instances where excluding the results of the grades 3-8 ELA and math State assessments results and any State-provided growth scores results in no student performance measure for a teacher or principal in the Student Performance Category, districts/BOCES must develop an alternate SLO using assessments approved by the Department that are not the grades 3-8 ELA and Math State assessments.

Data Submission to NYS Department of Education

Teacher data is required to be submitted to the NYSED. By signing the Implementation Certification form that is due to the Department in August of each school year, districts/BOCES must assure that all data will be submitted to the Department starting in August, to the extent practicable, will be a complete and accurate representation of the information requested and includes the Required Student Performance Category scores and ratings, the Optional Student Performance Category scores and ratings, the Required Teacher Observation/Principal School Visit Category scores and ratings, the Optional Teacher Observation/Principal School Visit Category score and ratings, and the overall composite rating categories, **for all teachers and principals employed by the district or BOCES**, for the prior school year.

During the 2015-16 through 2018-19 school years, districts/BOCES must calculate two sets of scores and ratings (original and transition) for educators whose original APPR results are based on the grades 3-8 ELA and Math State assessments or any State-provided growth scores. "Original" scores and ratings use all of the measures specified in the approved APPR plan, including the results of the grades 3-8 ELA and Math State assessments and State-provided growth scores. Transition scores and ratings exclude the results of the grades 3-8 ELA and math State assessments and any State-provided growth scores. During the 2016-17 through 2018-19 school years, in instances where excluding the results of the grades 3-8 ELA and Math State assessments results and any State-provided growth scores results in no student performance measure for a teacher or principal in the Student Performance Category, districts/BOCES must develop an alternate SLO using assessments approved by the Department that are not the grades 3-8 ELA and Math State assessments

The District Data Coordinator (DDC) shall be designated as the Data Coordinator who shall be in charge of collecting the required data, overseeing changes in and maintenance of the local data management systems, and ensuring accuracy of the data.

Effect on Existing Collective Bargaining Agreements

1. Article IX –Teacher Evaluation of the Collective Bargaining Agreement shall be modified as follows:
 - A. Formal observations/evaluations of teachers will be conducted openly without the use of surveillance devices.
 - B. The results of observations for evaluation shall be reduced to writing. Following each observation a conference shall be held between the observed teacher and the observer within ten (10) school days of the observation. The written report of the observation shall be made available to the teacher being evaluated during this conference. A teacher may attach to or on the end of the evaluation form, any written comment or reply he/she deems necessary. This report shall be kept in the teacher's personnel file and the teacher shall acknowledge that he/she has received such report by affixing his/her signature to the end of the report. This signature shall in no way indicate agreement or disagreement with the contents thereof.

- C. Non-tenured teachers denied tenure or not being continued for employment will be so notified sixty (60) days prior to the proposed termination of the Chief Executive Officer's intentions. In extraordinary circumstances this does not preclude a shorter notification date as per the Education Law if the Chief Executive Officer determines that conditions warrant it. The above date shall not be restrictive to the District in the event of possible staff reductions due to declining enrollment or budgetary cutbacks.
- D. Teachers will have the right to schedule an appointment with the Chief Executive Officer or his/her designee to review the contents of their personnel files and to make copies of any documents therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A teacher will be notified of any material being added to his/her personnel file other than the updating of records. The teacher will also have the right to submit a written answer to any derogatory material and his/her answer shall be reviewed by the Chief Executive Officer and attached to the file copy.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- F. The parties agree to conduct negotiations for the purpose of compliance with the New York State Education Department's new APPR regulations specified in §3012-d of the Laws of New York (Education) and §100.2(o) of the Regulations of the Commissioner of Education. Said negotiations shall take place when the necessary pending Commissioner's regulations have been completed or when modified. Said negotiations shall be conducted in accordance with and subject to the parties' rights and obligations under Article 14 of the Civil Service Law.
- G. The parties agree to use the State Education approved NYSUT Rubric for purposes of APPR compliance.
- H. Delete Section H.
- I. As contained in the current Collective Bargaining Agreement.

Licensed Teaching Assistants

Shall be modified as follows:

ARTICLE IX — TEACHER EVALUATION – Licensed Teaching Assistants (LTA) are excluded as per Commissioner's Regulation Section 30-3.2(c) from compliance under Education Law § 3012-d. LTA's shall be evaluated as per agreement by the parties.

Nothing herein shall be construed to abrogate any other provisions of the parties' collective bargaining agreement.

APPENDIX J – HEALTH INSURANCE PLANS



Excellus BluePPO Signature Copay 1

\$5/\$25/\$50

Benefit Time Period: 07/01/2021 - 06/30/2022

Bainbridge Guilford CSD

General Information

Cost Sharing Expenses

Benefit Name	In Network	Out of Network	Limits and Additional Information
Deductible - Single	\$0	\$250	
Deductible - Family	\$0	\$750	Each individual does not exceed the single deductible.
Coinsurance	0%	20%	
Annual Out of Pocket Maximum - Single	\$4,200	\$8,400	Out-of-pocket maximums accumulate coinsurance, copays and the deductible. Out-of-pocket maximums exclude balances over allowable expense and non-covered services.
Annual Out of Pocket Maximum - Family	\$12,600	\$25,200	Out-of-pocket maximums accumulate coinsurance, copays and the deductible. Out-of-pocket maximums exclude balances over allowable expense and non-covered services.

Office Visit Cost Shares

Benefit Name	In Network	Out of Network	Limits and Additional Information
Cost Share - Primary Care	\$15 Copayment	20% Coinsurance Subject to Deductible	
Cost Share - Specialist	\$25 Copayment	20% Coinsurance Subject to Deductible	

Plan Limits

Benefit Name	In Network	Out of Network	Limits and Additional Information
Plan/Calendar Year			Plan Year Benefits
Diabetic Preauthorization and Step Therapy			Applies

Who is Covered

Benefit Name	In Network	Out of Network	Limits and Additional Information
Domestic Partner Coverage			Covered

Inpatient Services

Inpatient Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Inpatient Hospital Services	\$0 Copayment	20% Coinsurance Subject to Deductible	
Mental Health Care	\$0 Copayment	20% Coinsurance Subject to Deductible	
Substance Use Detoxification	\$0 Copayment	20% Coinsurance Subject to Deductible	
Skilled Nursing Facility	\$0 Copayment	20% Coinsurance Subject to Deductible	45 Days per plan year Limits are combined INN and OON.
Physical Rehabilitation	\$0 Copayment	20% Coinsurance Subject to Deductible	60 Days per plan year Limits are combined INN and OON.
Maternity Care	\$0 Copayment	20% Coinsurance Subject to Deductible	

Inpatient Professional Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
Inpatient Hospital Surgery	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Anesthesia	PCP/Specialist - Covered in Full	Covered in Full	Includes anesthesia rendered for Inpatient, Outpatient, Office Visit, and Maternity services. Anesthesia does not require a preauth or referral.

Outpatient Facility Services

Outpatient Facility Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
SurgiCenters and Freestanding Ambulatory Centers Surgical Care	\$10 Copayment	20% Coinsurance Subject to Deductible	
Diagnostic X-ray	\$25 Copayment	20% Coinsurance Subject to Deductible	
Diagnostic Laboratory and Pathology	Covered in Full	20% Coinsurance Subject to Deductible	
Radiation Therapy	\$25 Copayment	20% Coinsurance Subject to Deductible	
Chemotherapy	\$15 Copayment	20% Coinsurance Subject to Deductible	
Infusion Therapy	Inclusive of Primary Service	Inclusive of Primary Service	Is inclusive in the Home Care benefit and not covered as a separate benefit.
Dialysis	Covered in Full	20% Coinsurance Subject to Deductible	
Mental Health Care	\$15 Copayment \$0 PCP Copay for members to age 19.	20% Coinsurance Subject to Deductible	Includes Partial Hospitalization
Substance Use Care	\$15 Copayment \$0 PCP Copay for members to age 19.	20% Coinsurance Subject to Deductible	Includes Partial Hospitalization

Home and Hospice Care

Home Care

Benefit Name	In Network	Out of Network	Limits and Additional Information
Home Care	Covered In Full	20% Coinsurance Subject to \$50 Deductible	Services must be ordered by a Physician/ authorized Health Care Professional and provided by an agency or office licensed/ certified to provide infusion therapy as part of a primary service (such as chemotherapy, radiation therapy and home health care).
Home Infusion Therapy	Covered in Full	20% Coinsurance Subject to \$50 Deductible	

Hospice Care

Benefit Name	In Network	Out of Network	Limits and Additional Information
Hospice Care Inpatient	Covered in Full	20% Coinsurance Subject to Deductible	

Outpatient and Office Professional Services

Professional Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
Office Surgery	PCP - \$15 Copayment Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	
Diagnostic X-ray	PCP/Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	
Diagnostic Laboratory and Pathology	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Radiation Therapy	PCP/Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	
Chemotherapy	PCP/Specialist - \$15 Copayment	20% Coinsurance Subject to Deductible	
Infusion Therapy	PCP/Specialist - Inclusive of Primary Service	Inclusive of Primary Service	Is inclusive in the Home Care benefit and not covered as a separate benefit.
Dialysis	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Mental Health Care	PCP/Specialist - \$15 Copayment \$0 PCP Copay for members to age 19.	20% Coinsurance Subject to Deductible	\$0 Kids Copay applies to PCP and Specialist
Maternity Care	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Telehealth	PCP/Specialist - Covered in Full \$0 PCP Copay for members to age 19.	20% Coinsurance Subject to Deductible	
TeleMedicine Program	PCP/Specialist - Covered in Full \$0 PCP Copay for members to age 19.	Not Covered	Covers online internet consultations between the member and the providers who participate in our TeleMedicine MDLive Program for medical and behavioral health conditions that are not emergency conditions.
Chiropractic Care	PCP/Specialist - \$15 Copayment	20% Coinsurance Subject to Deductible	
Allergy Testing	PCP - \$15 Copayment Specialist - \$25 Copayment \$0 PCP Copay for members to age 19.	20% Coinsurance Subject to Deductible	Allergy Testing includes injections and scratch and prick tests.
Allergy Treatment Including Serum	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	Includes desensitization treatments (injections & serums).
Hearing Evaluations Routine	PCP/Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	1 Exam per plan year Limits are combined INN and OON.

Rehab and Habilitation

Outpatient Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Physical Rehabilitation	\$25 Copayment	20% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Occupational Rehabilitation	\$25 Copayment	20% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Speech Rehabilitation	\$25 Copayment	20% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.

Outpatient Professional Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
Physical Rehabilitation	PCP/Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Occupational Rehabilitation	PCP/Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Speech Rehabilitation	PCP/Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.

Preventive Services

Preventive Professional Services Meeting Federal Guidelines*

Benefit Name	In Network	Out of Network	Limits and Additional Information
Adult Physical Examination	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	1 Exam per plan year
Adult Immunizations	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Well Child Visits and Immunizations	PCP/Specialist - Covered in Full	0% Coinsurance	
Routine GYN Visit	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Pre/Post-Natal Care	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Mammography Screening Professional	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Colonoscopy Screening Professional	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Bone Density Screening Professional	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	

Preventive Facility Services Meeting Federal Guidelines*

Benefit Name	In Network	Out of Network	Limits and Additional Information
Cervical Cytology Preventative	Covered in Full	20% Coinsurance Subject to Deductible	
Mammography Screening Facility	Covered in Full	20% Coinsurance Subject to Deductible	
Colonoscopy Screening Facility	Covered in Full	20% Coinsurance Subject to Deductible	
Bone Density Screening Facility	Covered in Full	20% Coinsurance Subject to Deductible	

Preventive services in addition to those required under Federal Guidelines - Professional

Benefit Name	In Network	Out of Network	Limits and Additional Information
Prostate Cancer Screening	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Mammography Screening Professional	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Colonoscopy Screening Professional	PCP/Specialist - Covered in Full	20% Coinsurance Subject to Deductible	
Bone Density Screening Professional	PCP/Specialist - \$25 Copayment	20% Coinsurance Subject to Deductible	

Preventive services in addition to those required under Federal Guidelines - Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Mammography Screening Facility	Covered in Full	20% Coinsurance Subject to Deductible	
Colonoscopy Screening Facility	Covered in Full	20% Coinsurance Subject to Deductible	
Bone Density Screening Facility	\$25 Copayment	20% Coinsurance Subject to Deductible	

Other Benefits

Additional Benefits

Benefit Name	In Network	Out of Network	Limits and Additional Information
Treatment of Diabetes Insulin and Supplies	PCP/Specialist - \$15 Copayment	20% Coinsurance Subject to Deductible	Limited to a 90 day supply for retail pharmacy or a 90 day supply for mail order pharmacy.
Diabetic Equipment	PCP/Specialist - \$15 Copayment	20% Coinsurance Subject to Deductible	
Durable Medical Equipment (DME)	PCP/Specialist - 20% Coinsurance	20% Coinsurance Subject to Deductible	
Medical Supplies	PCP/Specialist - 20% Coinsurance	20% Coinsurance Subject to Deductible	
Acupuncture	PCP/Specialist - Not Covered	Not Covered	Not Covered
Private Duty Nursing	PCP/Specialist - Not Covered	Not Covered	Not Covered

Emergency Services

ER Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Facility Emergency Room Visit	\$250 Copayment	\$250 Copayment	Prior Authorization may not apply to any emergency care services. Emergency services are covered worldwide if provided by a hospital facility.

Transportation

Benefit Name	In Network	Out of Network	Limits and Additional Information
Prehospital Emergency and Transportation - Ground or Water	\$250 Copayment	\$250 Copayment	

Urgent Care

Benefit Name	In Network	Out of Network	Limits and Additional Information
Urgent Care Center Facility Visit	\$30 Copayment	20% Coinsurance Subject to Deductible	

Ancillary Benefits

Vision

Benefit Name	In Network	Out of Network	Limits and Additional Information
Pediatric Eye Exams - Routine	\$25 Copayment	20% Coinsurance Subject to Deductible	1 Exam per contract year
Pediatric Eyewear - Routine	20% Coinsurance	20% Coinsurance Subject to Deductible	1 Pair per plan year
Adult Eye Exams - Routine	\$25 Copayment	20% Coinsurance Subject to Deductible	1 Exam per contract year
Adult Eyewear - Routine	Covered	Covered	\$100 Reimbursement per plan year

Rx Benefits

Rx Plan

Benefit Name	In Network	Out of Network	Limits and Additional Information
Rx Plan			\$5/\$25/\$50

Rx Benefits

Benefit Name	In Network	Out of Network	Limits and Additional Information
Days Supply Per Retail Order	30		
Days Supply Per Mail Order	90		
Copays Per Mail Order Supply	2		

This document is not a contract. It is only intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. Any inconsistencies between this document and the contract shall be resolved in favor of the contract in effect at the time services are rendered. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefits.

* For non-grandfathered groups, Preventive Services coverage required by the Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force (USPSTF) list of items and services rated "A" or "B", the guidelines supported by the Health Resources and Services Administration (HRSA) and the list of immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) for a complete list of services that are covered pursuant to the Patient Protection and Affordable Care Act requirements.



Bainbridge Guilford CSD

General Information

Cost Sharing Expenses

Benefit Name	In Network	Out of Network	Limits and Additional Information
Deductible - Single	\$3,000	\$6,000	
Deductible - Family	\$6,000	\$12,000	
Coinsurance	20%	40%	
Annual Out of Pocket Maximum - Single	\$6,000	\$12,000	Out-of-pocket maximums accumulate coinsurance, copays and the deductible. Out-of-pocket maximums exclude balances over allowable expense and non-covered services.
Annual Out of Pocket Maximum - Family	\$12,000	\$24,000	Out-of-pocket maximums accumulate coinsurance, copays and the deductible. Out-of-pocket maximums exclude balances over allowable expense and non-covered services.
Annual Out of Pocket Maximum - Per Person Cap	\$6,650	\$24,000	The Out-of-Pocket Maximum Per Person Cap includes deductible, coinsurance, copays and prescription drugs. If a member under a family contract meets the Out-Of-Pocket Maximum Per Person Cap amount, the individual will no longer pay for covered services and claims will be paid at 100% of the allowable amount by the Health Plan for the remainder of the plan year. The remaining annual out-of-pocket maximum still needs to be met by any combination of family members on the contract before claims are paid at 100% for the whole family.

Office Visit Cost Shares

Benefit Name	In Network	Out of Network	Limits and Additional Information
Cost Share - Primary Care	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Cost Share - Specialist	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Plan Limits

Benefit Name	In Network	Out of Network	Limits and Additional Information
Plan/Calendar Year			Plan Year Benefits
Diabetic Preauthorization and Step Therapy			Applies

Who is Covered

Benefit Name	In Network	Out of Network	Limits and Additional Information
Domestic Partner Coverage			Covered

Inpatient Services

Inpatient Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Inpatient Hospital Services	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Mental Health Care	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Substance Use Detoxification	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Skilled Nursing Facility	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	45 Days per plan year Limits are combined INN and OON.
Physical Rehabilitation	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	60 Days per plan year Limits are combined INN and OON.
Maternity Care	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Inpatient Professional Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
Inpatient Hospital Surgery	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Anesthesia	PCP/Specialist - 20% Coinsurance Subject to Deductible	20% Coinsurance Subject to \$3,000 Deductible	Includes anesthesia rendered for Inpatient, Outpatient, Office Visit, and Maternity services. Anesthesia does not require a preauth or referral.

Outpatient Facility Services

Outpatient Facility Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
Surg/Centers and Freestanding Ambulatory Centers Surgical Care	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Diagnostic X-ray	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Diagnostic Laboratory and Pathology	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Radiation Therapy	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Chemotherapy	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Infusion Therapy	Inclusive of Primary Service	Inclusive of Primary Service	Is inclusive in the Home Care benefit and not covered as a separate benefit.
Dialysis	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Mental Health Care	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	Includes Partial Hospitalization
Substance Use Care	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	Includes Partial Hospitalization

Home and Hospice Care

Home Care

Benefit Name	In Network	Out of Network	Limits and Additional Information
Home Care	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	Services must be ordered by a Physician/ authorized Health Care Professional and provided by an agency or office licensed/ certified to provide infusion therapy as part of a primary service (such as chemotherapy, radiation therapy and home health care).
Home Infusion Therapy	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Hospice Care

Benefit Name	In Network	Out of Network	Limits and Additional Information
Hospice Care Inpatient	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Outpatient and Office Professional Services

Professional Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
Office Surgery	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Diagnostic X-ray	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Diagnostic Laboratory and Pathology	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Radiation Therapy	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Chemotherapy	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Infusion Therapy	PCP/Specialist - Inclusive of Primary Service	Inclusive of Primary Service	Is inclusive in the Home Care benefit and not covered as a separate benefit.
Dialysis	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Mental Health Care	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Maternity Care	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Telehealth	PCP/Specialist - 0% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
TeleMedicine Program	PCP/Specialist - 0% Coinsurance Subject to Deductible	Not Covered	Covers online internet consultations between the member and the providers who participate in our TeleMedicine MDLive Program for medical and behavioral health conditions that are not emergency conditions.
Chiropractic Care	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Benefit Name	In Network	Out of Network	Limits and Additional Information
Allergy Testing	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	Allergy Testing includes injections and scratch and prick tests.
Allergy Treatment Including Serum	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	Includes desensitization treatments (injections & serums).
Hearing Evaluations Routine	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	1 Exam per plan year Limits are combined INN and OON.

Rehab and Habilitation

Outpatient Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Physical Rehabilitation	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Occupational Rehabilitation	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Speech Rehabilitation	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.

Outpatient Professional Services

Benefit Name	In Network	Out of Network	Limits and Additional Information
Physical Rehabilitation	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Occupational Rehabilitation	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.
Speech Rehabilitation	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	45 Visits per plan year Includes aggregate of visits for INN and OON and professional and facility covered services for physical, speech, and occupational therapy.

Preventive Services

Preventive Professional Services Meeting Federal Guidelines*

Benefit Name	In Network	Out of Network	Limits and Additional Information
Adult Physical Examination	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	1 Exam per plan year
Adult Immunizations	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	
Well Child Visits and Immunizations	PCP/Specialist - Covered in Full	0% Coinsurance	
Routine GYN Visit	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	
Pre/Post-Natal Care	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	

Benefit Name	In Network	Out of Network	Limits and Additional Information
Mammography Screening Professional	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	
Colonoscopy Screening Professional	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	
Bone Density Screening Professional	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	

Preventive Facility Services Meeting Federal Guidelines*

Benefit Name	In Network	Out of Network	Limits and Additional Information
Cervical Cytology Preventative	Covered in Full	40% Coinsurance Subject to Deductible	
Mammography Screening Facility	Covered in Full	40% Coinsurance Subject to Deductible	
Colonoscopy Screening Facility	Covered in Full	40% Coinsurance Subject to Deductible	
Bone Density Screening Facility	Covered in Full	40% Coinsurance Subject to Deductible	

Preventive services in addition to those required under Federal Guidelines - Professional

Benefit Name	In Network	Out of Network	Limits and Additional Information
Prostate Cancer Screening	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	
Mammography Screening Professional	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	
Colonoscopy Screening Professional	PCP/Specialist - Covered in Full	40% Coinsurance Subject to Deductible	
Bone Density Screening Professional	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Preventive services in addition to those required under Federal Guidelines - Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Mammography Screening Facility	Covered in Full	40% Coinsurance Subject to Deductible	
Colonoscopy Screening Facility	Covered in Full	40% Coinsurance Subject to Deductible	
Bone Density Screening Facility	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Other Benefits

Additional Benefits

Benefit Name	In Network	Out of Network	Limits and Additional Information
Treatment of Diabetes Insulin and Supplies	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	Limited to a 90 day supply for retail pharmacy or a 90 day supply for mail order pharmacy. Limited to no more than \$100 member cost-share (including before the Deductible) for a 30-day supply of Insulin.
Diabetic Equipment	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Durable Medical Equipment (DME)	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Benefit Name	In Network	Out of Network	Limits and Additional Information
Medical Supplies	PCP/Specialist - 20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	
Acupuncture	PCP/Specialist - Not Covered	Not Covered	Not Covered
Private Duty Nursing	PCP/Specialist - Not Covered	Not Covered	Not Covered

Emergency Services

ER Facility

Benefit Name	In Network	Out of Network	Limits and Additional Information
Facility Emergency Room Visit	20% Coinsurance Subject to Deductible	20% Coinsurance Subject to \$3,000 Deductible	Prior Authorization may not apply to any emergency care services. Emergency services are covered worldwide if provided by a hospital facility.

Transportation

Benefit Name	In Network	Out of Network	Limits and Additional Information
Prehospital Emergency and Transportation - Ground or Water	20% Coinsurance Subject to Deductible	20% Coinsurance Subject to \$3,000 Deductible	

Urgent Care

Benefit Name	In Network	Out of Network	Limits and Additional Information
Urgent Care Center Facility Visit	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	

Ancillary Benefits

Vision

Benefit Name	In Network	Out of Network	Limits and Additional Information
Pediatric Eye Exams - Routine	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	1 Exam per contract year
Pediatric Eyewear - Routine	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	1 Pair per plan year
Adult Eye Exams - Routine	20% Coinsurance Subject to Deductible	40% Coinsurance Subject to Deductible	1 Exam per contract year
Adult Eyewear - Routine	Covered	Covered	\$100 Reimbursement per plan year

Rx Benefits

Rx Plan

Benefit Name	In Network	Out of Network	Limits and Additional Information
Rx Plan			\$5/\$25/\$50 Integrated Rx \$0 Generics for Kids

Rx Benefits

Benefit Name	In Network	Out of Network	Limits and Additional Information
Days Supply Per Retail Order	30		
Days Supply Per Mail Order	90		
Copays Per Mail Order Supply	2		

This document is not a contract. It is only intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. Any inconsistencies between this document and the contract shall be resolved in favor of the contract in effect at the time services are rendered. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefits.

* For non-grandfathered groups, Preventive Services coverage required by the Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force (USPSTF) list of items and services rated "A" or "B", the guidelines supported by the Health Resources and Services Administration (HRSA) and the list of immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) for a complete list of services that are covered pursuant to the Patient Protection and Affordable Care Act requirements.

**AGREEMENT
BETWEEN
BAINBRIDGE-GUILFORD SCHOOL DISTRICT (District)
AND THE
BAINBRIDGE-GUILFORD CENTRAL SCHOOL TEACHERS'
ASSOCIATION**

WHEREAS, the Association and District are parties to a contract covering years 2017 through 2020, and

WHEREAS, Appendix A of that Agreement provides for requirements regarding Coaching, including a Salary Schedule; and

WHEREAS, the circumstances of the COVID-19 pandemic and the shortened athletic season is due to a schedule change by NYSPHSAA have created a need for the parties to modify the current agreement regarding athletics and coaching requirements under Appendix A for the 2020-2021 school year; and

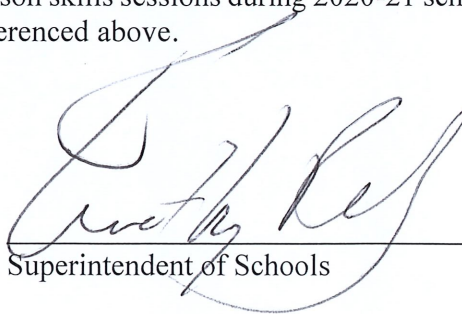
NOW, THEREFORE, the parties agree that the following is an addendum to the previous modified agreement regarding athletics and coaching approved by the Board of Education on January 21, 2021:

Although most sports seasons were abbreviated seasons during COVID in the 2020-21 school year, the district's Golf season was the same length as a normal Golf season. Therefore, the Golf Coach should be compensated for the full season 2020-21 coaching stipend less any earnings from participating in the off-season skills sessions during 2020-21 school year per the Board approved modified agreement referenced above.

Dated: _____

8/29/21


Superintendent of Schools



Dated: _____

9/7/21

Bainbridge-Guilford Teachers' Association
President



MEMORANDUM OF UNDERSTANDING

Between the

Bainbridge Guilford Central School District

And the

Bainbridge Guilford Teachers Association

The Bainbridge Guilford Central School District (“District”), and the Bainbridge Guilford Teachers Association (“BGTA”), (collectively referred to as the “Parties”) recognize:

1. That the Parties are interested in amending the Collective Bargaining Agreement (“CBA” as it pertains to substitutes who assume the duties of a classroom teacher.
2. The parties are interested in modifying the substitute requirements for the 2021-22 school year only.

Therefore, the Parties agree and stipulate as follows:

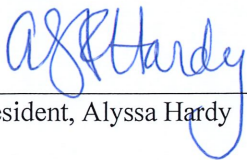
1. Article 1 – Definitions (f) states, in part, the following:

“ . . .[S]ubstitutes who assume the duties of a classroom teacher, LTAs , RNs, and OTs for a period of 40 working days or more in the same assignment . . .”

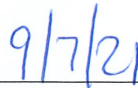
Notwithstanding the above, for the 2021-22 school year only, “substitutes” as referenced above shall include substitutes who are appointed in anticipation of working, forty (40) or more working days in any single, or combination of, teaching assignment(s).

2. Such substitutes shall be placed on the salary schedule and shall receive benefits as per Article VIII.C.6.b – Teaching Conditions.
3. This MOU shall be enforceable under Article XX – Grievance Procedure of the CBA.
4. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved, that this agreement is for the 2021-22 school year only and shall sunset effective June 30, 2022, and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

For the BGTA

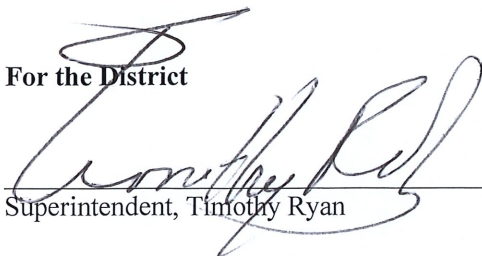


BGTA President, Alyssa Hardy

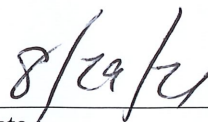


Date

For the District



Superintendent, Timothy Ryan



Date

MEMORANDUM OF AGREEMENT

by and between the
Bainbridge-Guilford Central School District
and the
Bainbridge-Guilford Teachers Association
NYSUT, AFT, NEA, AFL-CIO, Local 2482

Increased Hourly Rate of Pay for Tutoring Two Students at a Time

This Memorandum of Agreement (MOA) is made by and between the Bainbridge-Guilford Central School District (referred to in this document as the “District”) and the Bainbridge-Guilford Teachers Association NYSUT, AFT, NEA, AFL-CIO, Local 2482 (referred to in this document as the “Association”), hereinafter collectively referred to as the “parties”.

WHEREAS, the parties are subject to the provisions of a Collective Bargaining Agreement (CBA), commencing July 1, 2021, and remaining in effect through June 30, 2024; and

WHEREAS, Appendix B.1 of the CBA contains the compensation schedule for extracurricular activities, including tutoring, which is referred to as Home Instruction and is compensated at the rate of thirty-two dollars and six cents (\$32.06) per hour; and

WHEREAS, the District has an increased need for tutors; and

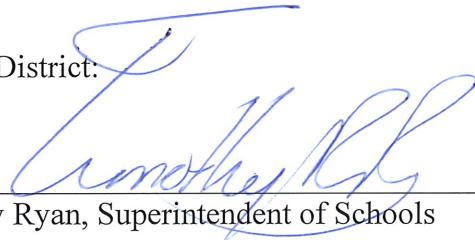
WHEREAS, the District is interested in increasing the rate of pay for tutors who are providing tutoring to two (2) students at a time from thirty-two dollars and six cents (\$32.06) per hour to forty-eight dollars and nine cents (\$48.09) per hour; and accordingly,

IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:

1. The rate of pay for tutors who are providing tutoring to two (2) students at a time shall be increased to forty-eight dollars and nine cents (\$48.09) per hour.
2. This MOA shall sunset at close of business on June 30, 2022.
3. This MOA shall represent the full and complete agreement between the parties regarding this matter, and shall become effective upon execution by the parties and approval by the Board of Education.
4. The parties agree and understand that this increase will be applicable to the 2021-2022 school year, and will be applied retroactively to tutoring hours performed in such school year prior to the effective date of this Agreement.

5. The circumstances of this MOA are unique and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.


For the District:



Timothy Ryan, Superintendent of Schools

5/11, 2022
Date

For the Association:



Alyssa Hardy, Association President

5/11, 2022
Date

MEMORANDUM OF UNDERSTANDING
Between the
Bainbridge Guilford Central School District
And the
Bainbridge Guilford Teachers Association

The Bainbridge Guilford Central School District (“District”), and the Bainbridge Guilford Teachers Association (“BGTA”), (collectively referred to as the “Parties”) recognize:

1. That the Parties are interested in amending the Collective Bargaining Agreement (“CBA”) as it pertains to substitutes who assume the duties of a classroom teacher.
2. The parties are interested in modifying the substitute requirements for the 2022-23 school year only.

Therefore, the Parties agree and stipulate as follows:


1. Article 1 – Definitions (f) states, in part, the following:

“ . . .[S]ubstitutes who assume the duties of a classroom teacher, LTAs , RNs, and OTs for a period of 40 working days or more in the same assignment . . .”

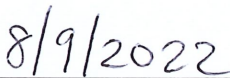
Notwithstanding the above, for the 2022-23 school year only, “substitutes” as referenced above shall include substitutes who are appointed in anticipation of working, forty (40) or more working days in any single, or combination of, teaching assignment(s).

2. Such substitutes shall be placed on the salary schedule and shall receive benefits as per Article VIII.C.6.b – Teaching Conditions.
3. This MOU shall be enforceable under Article XX – Grievance Procedure of the CBA.
4. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved, that this agreement is for the 2022-23 school year only and shall sunset effective June 30, 2023, and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

For the BGTA

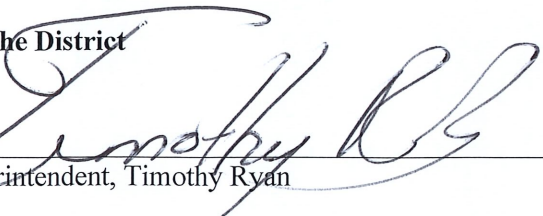


BGTA President, Alyssa Hardy

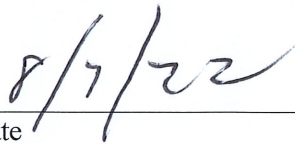


Date

For the District



Superintendent, Timothy Ryan



Date

MEMORANDUM OF AGREEMENT

This Agreement (“Agreement”) by and between the Bainbridge-Guilford Central School District (“District”), and the Bainbridge-Guilford Teachers Association (“Association”), herein after jointly referred to as the Parties, sets forth the following:

RECITALS:

1. The District offers Pep Band as an extracurricular activity for students.
2. Appendix B.1 of the **July 2021 to June 30, 2024 Collective Bargaining Agreement (“CBA”)** provides for the payment of a Pep Band Advisor.
3. The CBA does not provide for an assistant to the Pep Band Advisor.
4. Due to an increase in the number of students that are participating in Pep Band and to ensure proper adult to student ratio, the District and Association have agreed to create the position of Pep Band Assistant.

AGREEMENT:

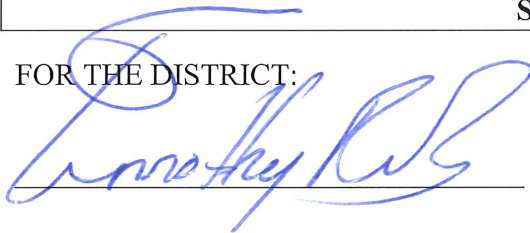
The undersigned Parties stipulate and agree to the following:

1. For the 2022-2023 school year, there will be the new position of Pep Band Assistant.
2. The Pep Band Assistant will be paid a stipend in the amount of \$500.00 for the 2022-23 season.
3. The assistant position may be removed if the student enrollment for Pep Band decreases to less than 28 students.
4. The terms and conditions of this Agreement are unique to the resolution of the issue addressed herein and they do not set a precedent. The District will not seek to use this Agreement or the factual situation giving rise to this Agreement as evidence of past practice or law of the District in any subsequent proceeding before any Court, Board or tribunal or in any contractual grievance proceeding.
5. Each provision of this Agreement shall be effective upon execution of this document.
6. The provisions contained in this Agreement are enforceable through **Article XX Grievance Procedure** of the CBA between the District and the Association.

7. This Agreement and all provisions contained herein shall sunset and expire in its entirety on June 30, 2023, unless otherwise agreed to in writing by the Parties.
8. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall not explicitly in contradiction to law shall continue in full force and effect.

SIGNATURES

FOR THE DISTRICT:



8/29/22
Date

FOR THE ASSOCIATION:



9/1/2022
Date

MEMORANDUM OF AGREEMENT

by and between the
Bainbridge-Guilford Central School District
and the
Bainbridge-Guilford Teachers Association
NYSUT, AFT, NEA, AFL-CIO, Local 2482

Creation of three “Educational Technology Support” positions

This Memorandum of Agreement (MOA) is made by and between the Bainbridge-Guilford Central School District (referred to in this document as the “District”) and the Bainbridge-Guilford Teachers Association NYSUT, AFT, NEA, AFL-CIO, Local 2482 (referred to in this document as the “Association”), hereinafter collectively referred to as the “parties”.

WHEREAS, the parties are subject to the provisions of a Collective Bargaining Agreement (CBA), commencing July 1, 2021, and remaining in effect through June 30, 2024; and

WHEREAS, the District has a need for three Educational Technology Support positions, one at Guilford Elementary, one at Greenlawn Elementary and one at the Jr-Sr HS: and

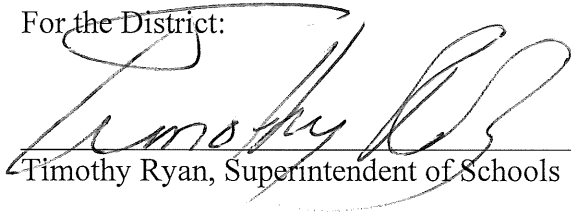
IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:

The rate of pay for the positions will be as follows: \$1650/yr. for the Jr-Sr HS position, \$1650/yr. for the Greenlawn position and \$1650/yr. for the Guilford position.

1. Each position shall be an average of 1-2 hours of additional work per week to assist the District in reaching the Technology Goals outlined in the LINKS/Strategic Plan. Duties for the positions are to provide staff with educational technology support, and plan and execute technology trainings for staff development days and orientations. Further duties are to maintain and update the education technology website and technology plans. Serving as members of the Technology Committee is an expectation of these positions.
2. The District will take applicants through letters of interest. Preference will be given to faculty members who have demonstrated an exceptional use of educational technology.
3. This MOA shall sunset at close of business on June 30, 2023.
4. This MOA shall represent the full and complete agreement between the parties regarding this matter and shall become effective upon execution by the parties and approval by the Board of Education.

5. The parties agree and understand that these stipends will be applicable to the 2022-2023 school year.
6. The circumstances of this MOA are unique and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.

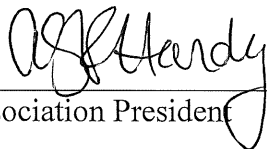
For the District:



Timothy Ryan, Superintendent of Schools

9/22, 2022
Date

For the Association:



Association President

9/22, 2022
Date

ADDENDUM
Between
BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
And The
BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION

This Addendum (“Addendum”) to the 2021-2024 Collective Bargaining Agreement (“CBA”) by and between the Bainbridge-Guilford Central School District (“District”) and the Bainbridge-Guilford Teachers Association (“Association”) sets forth the following:

RECITALS:

1. **Article IX, of the 2021 – 2024 Collective Bargaining Agreement (“CBA”), Teacher evaluations** provides, among other things, the agreed upon procedures for evaluation of teachers and compliance with APPR requirements.
2. The District and Association agreed to use the State Education approved NYSUT Rubric for purposes of APPR compliance.
3. The agreed upon particulars of the APPR are contained in **Appendix I of the CBA**.
4. The Parties have agreed to make changes to the existing APPR (Appendix I)

AGREEMENTS:

1. The undersigned parties agree to the following:
2. **Appendix I of the 2021-2024 CBA** will be amended to provide the following:
 - A) The pre-observation conference section shall be modified in the following way:
 - i) All 3 goals and all 6 focal indicators will be chosen and communicated during pre-observation conference.
 - ii) If not observed in the lesson, teacher will be permitted to give evidence outside of the lesson (ex: parent communication). Teachers will choose indicators from each of the five standards.
 - iii) Teachers will do their best to choose different indicators each year unless teacher has good rationale to repeat indicators from the previous year.
 - iv) Pre-conference questions will be asked at pre-observation conference and will be listed in the **APPR document, Attachment F**, for reference.
 - B) The lesson plan template shall be modified as follows:
 - i) Add Lesson Plan Template to the APPR document, placed in Attachment F since it is referenced as being there already.
 - ii) Space for three goals (Goal 1, all three choices for Goal 2, and all three choices for Goal 3) and 6 indicators (2 for each goal) will be added to the lesson plan template, with instructions for the teacher to select their Goals for the year.

C) The observation reflection template shall be modified as follows:

i) Add instructions after each space for evidence on Goals 1, 2, and 3. The statement would say something like, "please include your two chosen indicators and evidence to support your choice" to add clarification, especially for newer staff.

D) The summative reflection template shall be modified as follows:

i) Add the expectation for one indicator each, for Standards 6 & 7.

E) The following timelines shall be modified:

i) Adjust post observation timeline to allow teachers five school days to send their post-observation teacher reflection to their administrator. The post-observation conference would be scheduled for ten school days following the observation, or as close to it as possible.

ii) Change the due date of the Summative Reflection to June 15.

F) The Student Performance component shall be modified as follows:

i) Remove the Earth Science exam from Section IV: Scoring Components, B.1.b and replace it with Algebra 2 exam.

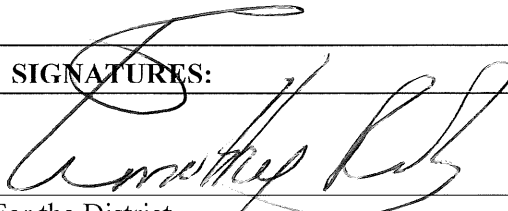
G) The following provision shall be modified for clarification purposes as follows:

i) Printed contract, pg. 84 2.B.3 states that "no mechanical or electronic recording devices shall be used for this purpose". Notwithstanding the fact that recording devices may not be used to record audio and/or video, laptops are acceptable for the purpose of typing notes during the observation.

3. If any provision of this Addendum, or any application of this Addendum shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.

4. Each provision of this Addendum shall be effective upon execution of this document and considered part of the CBA and any successor CBA. Specifically, these provisions are enforceable through **Article 24 GRIEVANCE PROCEDURES** of the CBA.

SIGNATURES:



For the District

12/15/22
Date



For the Association

12/15/22
Date

MEMORANDUM OF AGREEMENT

by and between the
Bainbridge-Guilford Central School District
and the
Bainbridge-Guilford Teachers Association
NYSUT, AFT, NEA, AFL-CIO, Local 2482

Increased Hourly Rate of Pay for Tutoring Two Students at a Time

This Memorandum of Agreement (MOA) is made by and between the Bainbridge-Guilford Central School District (referred to in this document as the “District”) and the Bainbridge-Guilford Teachers Association NYSUT, AFT, NEA, AFL-CIO, Local 2482 (referred to in this document as the “Association”), hereinafter collectively referred to as the “parties”.

WHEREAS, the parties are subject to the provisions of a Collective Bargaining Agreement (CBA), commencing July 1, 2021, and remaining in effect through June 30, 2024; and

WHEREAS, Appendix B.1 of the CBA contains the compensation schedule for extracurricular activities, including tutoring, which is referred to as Home Instruction and is compensated at the rate of thirty-two dollars and ten cents (\$32.06) per hour; and

WHEREAS, the District has an increased need for tutors; and

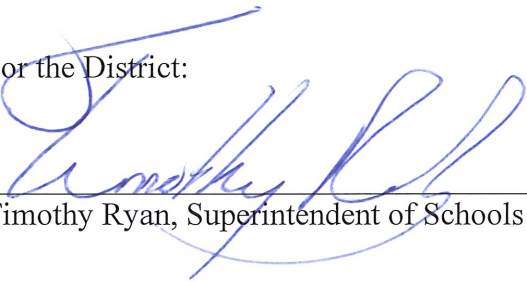
WHEREAS, the District is interested in increasing the rate of pay for tutors who are providing tutoring to two (2) students at a time from thirty-two dollars and ten cents (\$32.06) per hour to forty-eight dollars and fifteen cents (\$48.09) per hour; and accordingly,

IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:

1. The rate of pay for tutors who are providing tutoring to two (2) students at a time shall be increased to forty-eight dollars and nine cents (\$48.09) per hour.
2. This MOA shall sunset at close of business on June 30, 2023.
3. This MOA shall represent the full and complete agreement between the parties regarding this matter and shall become effective upon execution by the parties and approval by the Board of Education.
4. The parties agree and understand that this increase will be applicable to the 2022-2023 school year and will be applied retroactively to tutoring hours performed in such school year prior to the effective date of this Agreement.

5. The circumstances of this MOA are unique and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.


For the District:



Timothy Ryan, Superintendent of Schools

1/24, 2023
Date

For the Association:



Alyssa Hardy, Association President

1/24, 2023
Date

MEMORANDUM OF AGREEMENT

by and between

The Bainbridge-Guilford Central School District

and

The Bainbridge-Guilford Teachers' Association

This Memorandum of Agreement (MOA) is made by and between the Bainbridge-Guilford Central School District (referred to in this document as "the District"), the Bainbridge-Guilford Teachers' Association (referred to in this document as "the Association"), hereinafter collectively referred to as the "parties".

WHEREAS, the parties are subject to the provisions of a Collective Bargaining Agreement (CBA), commencing on or about July 1, 2017, and remaining in effect through June 30, 2020, and two successor Agreements covering the periods of July 1, 2020, to June 30, 2024; and

WHEREAS, the District and Association have agreed to modify the terms of such Agreements and provide for an increase in compensation to Licensed Teaching Assistants, as covered by Appendix C of the Agreement and successor Agreements;

IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:

1. Effective January 1, 2023, Professional Compensation for the 2022-2023 school year for Licensed Teaching Assistants shall be at the minimum rate of pay of \$21,000. This salary increase shall be pro-rated for the 2022-2023 school year for the period of January 1, 2023 to June 30, 2023.
2. The parties further agree that the previously agreed to minimum starting rate of pay for the 2023-24 school year for Licensed Teaching Assistants will be increased from \$20,000 to \$21,000.
3. This MOA shall represent the full and complete agreement between the parties and shall become effective upon execution by the parties and approval by the Board of Education.
4. The circumstances of this MOA are unique, and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.

5. This MOA requires Board of Education approval.

For the Association:

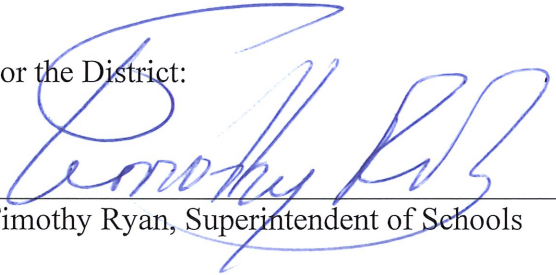


Association President

February 7, 2023

Date

For the District:



Timothy Ryan, Superintendent of Schools

Feb 7, 2023

Date

MEMORANDUM OF UNDERSTANDING

Between the

Bainbridge Guilford Central School District

And the

Bainbridge Guilford Teachers Association

THIS AGREEMENT entered into by and between the Bainbridge-Guilford Central School District (“District”) and the Bainbridge-Guilford Teachers’ Association (“BGTA”) does hereby amend the terms of the existing collective bargaining agreement (“CBA”) that governs the employment relationship between District and the BGTA, as follows:

1. The BGTA has raised a concern regarding the application of the Collective Bargaining Agreement (hereinafter referred to as the “CBA”) language as it pertains to substituting for another staff member.
2. That the District and BGTA are interested in resolving the matter in an equitable manner.
3. The 2021-24 CBA, Article VIII: Teaching Conditions; Section C4: Preparation and Teaching Load, reads as follows:

C. Preparations and Teaching Load

4. *Any teacher unable to attend his/her scheduled assignment shall notify the building principal the day before the absence (if known) or the teacher registry the day of the absence. The building principal will make every effort to replace the teacher with a qualified substitute. No teacher shall be required to substitute for another during his/her unassigned period. If an emergency occurs, a teacher may be asked to substitute; however, he/she reserves the right to refuse such assignment. Such refusal shall not be subject to reprisal.*

Any absence known to the building principal on the day previous to the absence shall not be normally considered to constitute an emergency.

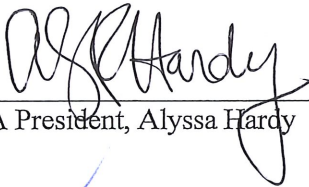
If the vacancy is anticipated to be for at least four consecutive weeks, the substitute shall assume all of the duties of the regular classroom teacher.

Therefore, the District and BGTA agree as follows:

1. In order to assure that every effort is made to acquire a substitute, the following shall apply:
 - a. For per diem assignments, the District shall exhaust the substitute registry prior to asking a BGTA member.
 - b. In an unexpected or emergency situation whereby a substitute cannot be secured, BGTA members may be asked to substitute for other BGTA staff members. Article VIII: Teaching Conditions; Section C4: Preparation and Teaching Load, shall be adhered to, inclusive of preparation time which is an “unassigned period” and is voluntary only. Members maintain the “the right to refuse such assignment”.

- c. Retroactive to September 1, 2021, members who substitute shall be compensated \$20 for each instructional class periods to include AIS, including portions of class periods, up to 40 minutes.
 - d. For clarification, compensation will not be given for substitution of duties (Hall Duty, Study Hall Duty, ALC Monitor Duty, Lunch Monitor Duty, etc.), for extracurricular clubs, and/or P11 assignments. At the HS the P11 assignment of Weight Room and Machinist would receive compensation because both of these are graded instructional classes.
2. This MOU shall be enforceable under the CBA grievance procedure as contained in Article XX – Grievance Procedure.
 3. By their signatures below, the parties acknowledge the above understanding as it relates to BGTA members substituting for instructional class periods, and will include it in Article VIII, Section 4 of the next printed CBA.

For the BGTA

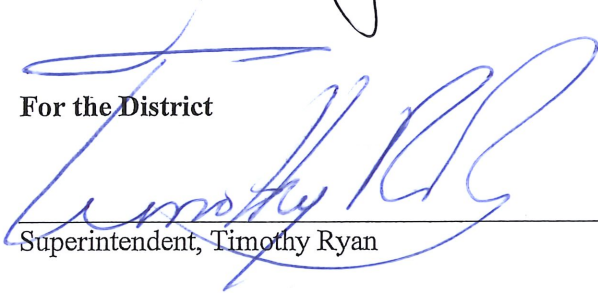


BGTA President, Alyssa Hardy

3/7/2023

Date

For the District



Superintendent, Timothy Ryan

3/7/23

Date

MEMORANDUM OF AGREEMENT

This Agreement (“Agreement”) by and between the Bainbridge-Guilford Central School District (“District”), and the Bainbridge-Guilford Teachers Association (“Association”), herein after jointly referred to as the Parties, sets forth the following:

RECITALS:

1. The District offers Marching Band as an extension of the band program for students.
2. Appendix B.1 of the **July 2021 to June 30, 2024 Collective Bargaining Agreement (“CBA”)** provides for the payment of a Marching Band Advisor.
3. The CBA does not provide for an assistant to the Marching Band Advisor.
4. Due to an increase in the number of students that are participating in Marching Band and to ensure proper adult to student ratio, the District and Association have agreed to create the position of Marching Band Assistant.

AGREEMENT:

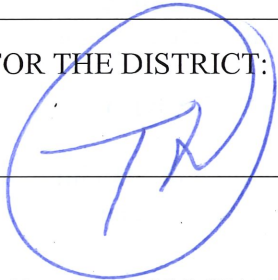
The undersigned Parties stipulate and agree to the following:

1. For the 2022-2023 school year, there will be the new position of Marching Band Assistant.
2. The Marching Band Assistant will be paid a stipend in the amount of \$500.00 for the 2022-23 season (25 hours @ \$20 per hour).
3. The assistant position may be removed if the student enrollment for Marching Band decreases to less than 40 students. If the district chooses to remove the position and the season has already started, the stipend will be prorated.
4. The terms and conditions of this Agreement are unique to the resolution of the issue addressed herein and they do not set a precedent. The District will not seek to use this Agreement or the factual situation giving rise to this Agreement as evidence of past practice or law of the District in any subsequent proceeding before any Court, Board or tribunal or in any contractual grievance proceeding.
5. Each provision of this Agreement shall be effective upon execution of this document.
6. The provisions contained in this Agreement are enforceable through **Article XX Grievance Procedure** of the CBA between the District and the Association.

7. This Agreement and all provisions contained herein shall sunset and expire in its entirety on June 30, 2023, unless otherwise agreed to in writing by the Parties.
8. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall not explicitly in contradiction to law shall continue in full force and effect.

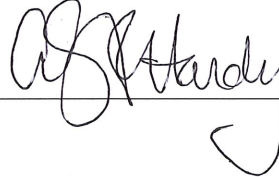
SIGNATURES

FOR THE DISTRICT:



4/21/23
Date

FOR THE ASSOCIATION:



4/21/23
Date

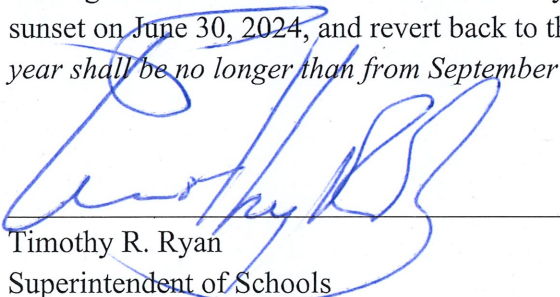
MEMORANDUM OF AGREEMENT

**Bainbridge-Guilford Teachers Association
And
Bainbridge-Guilford Central School District**

The Bainbridge-Guilford Central School District and the Bainbridge-Guilford Teachers Association agree that the school year shall be no longer than from September 1st thru June 30th. It is further agreed that any departure from the established practice of beginning the school year on or after September 1st must be negotiated between the District and the Association.

The district wishes to start the school year on Thursday, August 31, and Tuesday, September 5, 2023. Friday, September 1, 2023, will be a day off from school and students will start on Wednesday, September 6, 2023.

This agreement is for the 2023-2024 school year only. This change to Article 8, section A will sunset on June 30, 2024, and revert back to the previous language in Article 8 "*that the school year shall be no longer than from September 1st to June 30th.*"



Timothy R. Ryan
Superintendent of Schools

5/15/23
Date



Alyssa Hardy
BGTA President

5/15/23
Date

ADDENDUM
Between
BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
And The
BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION

This Addendum (“Addendum”) to the 2021-2024 Collective Bargaining Agreement (“CBA”) by and between the Bainbridge-Guilford Central School District (“District”) and the Bainbridge-Guilford Teachers Association (“Association”) sets forth the following:

RECITALS:

1. The Bainbridge-Guilford Central School District provides eligible employees a High Deductible Health Plan (“HDHP”) with an HSA/HRA stack option
2. In accordance with the HDHP and pursuant to **Article VII, of the 2021 – 2024 Collective Bargaining Agreement (“CBA”), MEDICAL, DENTAL, AND LIFE INSURANCE PLANS, Section B, Clause 3, paragraph 1** the District contributes to eligible employees HSA accounts \$1,400 annually (single coverage) or \$2,800 annually (two-person/family).
3. Specifically, **Article VII, of the CBA**, in relevant portion, the following:

“3. HDHP – Health Savings Account (HSA)/HRA Stack OPTION:
Excellus BluePPO Signature Deduct 3 – Appendix J

1. For employees and retirees electing to participate in the Excellus BluePPO Signature Deduct 3 plan with HSA/HRA stack option, the District shall contribute the following amounts to an employee-owned Health Savings Account (HSA) administered by a TPA for the purpose of being used toward the plan deductible:

a. Single Coverage - \$1,400 Employee/Spouse, Employee/Child(ren) or Family Coverage - \$2,800

4. The IRS increased the minimum annual deductible for 2023 to \$1,500 annually (single coverage) and \$3,000 annually (two-person/family).
5. The parties desire to make the appropriate modifications consistent with the IRS minimum annual deductible amount for all current employee and/or unit contracts.

AGREEMENTS

1. Effective July 1, 2023, **Article VII, of the 2021 – 2023 Collective Bargaining Agreement (“CBA”), MEDICAL, DENTAL, AND LIFE INSURANCE PLANS, Section B, Clause 3** will be amended, in relevant portion, to provide the following:

“3. HDHP – Health Savings Account (HSA)/HRA Stack OPTION:
Excellus BluePPO Signature Deduct 3 – Appendix J

1. For employees and retirees electing to participate in the Excellus BluePPO Signature Deduct 3 plan with HSA/HRA stack option, the District shall contribute the following amounts to an employee-owned Health Savings Account (HSA) administered by a TPA for the purpose of being used toward the plan deductible:

*a. Single Coverage - **\$1500 or the IRS minimum whichever is greater** Employee/Spouse, Employee/Child(ren) or Family Coverage **\$3,000 or the IRS minimum, whichever is greater.***

*2. Once qualified in-network expenses reach the **minimum** deductible amount for an Emp/Child(ren), Emp/Spouse or Family policy, a district-funded HRA will be used to cover 100% of the remaining OOP maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy. OOP expenses includes medical and prescription expenses for qualified in-network expenses which includes deductibles, co-insurance, and pharmacy copays.*

7. The District shall contribute to participating employee and retiree HSA’s as follows:

*A. For participating retirees, the HSA shall be funded 100% annually **the first business day of***

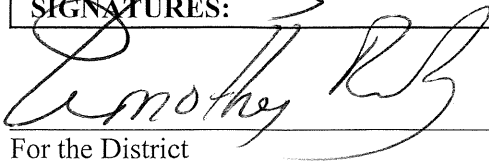
B. For participating employees:

*1. The HSA shall be funded 50% on **the first business day of July** ~~July 1~~ and the remaining 50% on **the first business day of September** ~~September 1~~ annually.*

2. If any provision of this Addendum, or any application of this Addendum shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.

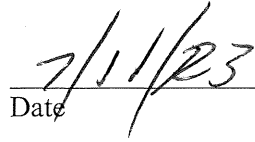
3. Each provision of this Addendum shall be effective upon July 1, 2023 and considered part of the CBA and any successor CBA. The terms and conditions of this Agreement are enforceable through **Article XX GRIEVANCE PROCEDURES** of the CBA.

SIGNATURES:



For the District

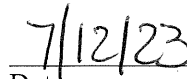
Date





For the Association

Date



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made by and between the Bainbridge-Guilford Central School District (the "District") and the Bainbridge-Guilford Teachers' Association (the "Association") (collectively, the "Parties"), sets forth the following:

Recitals:

1. The District and the Association are parties to a **collective bargaining agreement ("CBA")** covering the period of July 1, 2021 through June 30, 2024;

2. Article I, paragraph F of the CBA provides in relevant portion the following:

"Teacher shall mean those persons regularly appointed by Board action for a period of one semester or more, including Licensed Teaching Assistant (LTA), Registered Nurse (RN), Speech Therapist, Occupational Therapist (OT), Dean of Students, School Psychologist, School Social Worker, School Counselor, Non-Administrator Special Education Chairperson, Nurse Practitioner and substitutes who assume the duties of a classroom teacher, LTA, RN, Speech Therapist, OT, Dean of Students, School Psychologist, School Social Worker, School Counselor, Non-Administrator Special Education Chairperson or Nurse Practitioner for a period of 40 working days or more in the same assignment, whose major function is the instruction or guidance of pupils..."

3. Article IV paragraphs B and F provide the following:

"B. Teachers will be paid \$40.00 per approved graduate level credit hour. The District shall recognize hours of graduate credit granted by an accredited institution of higher learning. Such hours shall be appropriate to the member's tenure area. Any course not part of an approved program leading to a recognized degree in education as certified by the State Education Department must be approved by Chief Executive Officer. The District may recognize hours of undergraduate credits granted by an accredited institution of higher learning. Such hours shall be appropriate to the teacher's tenure area and shall require prior approval of the Chief Executive Officer."

"F. An employee will be paid an additional \$500 in salary upon receipt of the first approved Masters' program."

4. The parties recently became aware that the language in Article IV, paragraphs "B" and "F" needed clarification.

5. The Parties mutually desire to ensure that all bargaining unit members are compensated pursuant to the terms and conditions of Article IV, paragraphs "B" and "F".

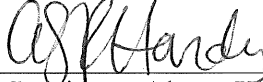
Agreement(s):

The Parties hereby stipulate and agree to the following:

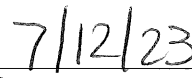
1. Notwithstanding **Article IV (D)**, of the CBA, any bargaining unit member who was denied payment and/or failed to submit an application for graduate hours and/or their first approved Masters' program will be permitted to submit their application for the payment. The deadline for this submission is September 1, 2023.
2. The parties further agree that after September 1, 2023, all bargaining unit members shall be permitted to apply pursuant to the terms and conditions of the CBA.
2. Each provision of this Agreement shall be effective upon execution of this document and its provisions are enforceable through **Article XX – GRIEVANCE PROCEDURE** of the CBA.
3. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.

Signatures:

For the BGTA:

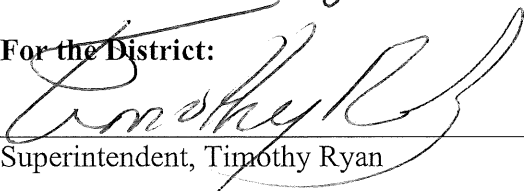


BGTA President, Alyssa Hardy

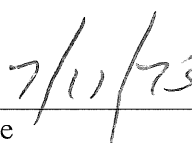


Date

For the District:



Superintendent, Timothy Ryan



Date

MEMORANDUM OF AGREEMENT
Between
BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
And The
BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION

This Memorandum of Agreement (“Agreement”) to the 2021-2024 Collective Bargaining Agreement (“CBA”) by and between the Bainbridge-Guilford Central School District (“District”) and the Bainbridge-Guilford Teachers Association (“Association”) sets forth the following:

RECITALS:

1. The District and the Association are parties to a collective bargaining agreement (“CBA”) covering the period of July 1, 2021 through June 30, 2024.
2. **Appendix B.1** of the **CBA**, provides, among other things, the stipend amount for co-curricular/extracurricular advisors.
3. The CBA does not contain a provision for an Agriculture in the Classroom program coordinator (“AGC”).
4. The AGC is a structured program that brings agriculture science activities and opportunities into the elementary classrooms.
5. The AGC will have a coordinator.
6. The undersigned parties agree that the AGC is beneficial to the students of the district and that the coordinator should receive a stipend.

AGREEMENTS

1. The undersigned parties agree to the following:
2. The AGC program coordinator shall receive a stipend in the amount of two thousand dollars (\$2000.00) for the 2022-2023 school year and a stipend in the amount of two thousand dollars (\$2000.00) for the 2023-2024 school year.
3. This Agreement, and all provisions contained herein, shall sunset and expire in its entirety on June 30, 2024.
4. If any provision of this Agreement, or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.
5. This Agreement shall be effective upon execution of this document by both parties. It may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both Parties.
6. The terms and conditions of this Agreement are enforceable through **Article XX GRIEVANCE PROCEDURES** of the CBA.

SIGNATURES.

For the District

Date

For the Association

Date

MEMORANDUM OF AGREEMENT

by and between the
Bainbridge-Guilford Central School District
and the
Bainbridge-Guilford Teachers Association
NYSUT, AFT, NEA, AFL-CIO, Local 2482

Increased Hourly Rate of Pay for Tutoring

This Memorandum of Agreement (MOA) is made by and between the Bainbridge-Guilford Central School District (referred to in this document as the “District”) and the Bainbridge-Guilford Teachers Association NYSUT, AFT, NEA, AFL-CIO, Local 2482 (referred to in this document as the “Association”), hereinafter collectively referred to as the “parties”.

WHEREAS, the parties are subject to the provisions of a Collective Bargaining Agreement (CBA), commencing July 1, 2021, and remaining in effect through June 30, 2024; and

WHEREAS, Appendix B.1 of the CBA contains the compensation schedule for extracurricular activities, including tutoring, which is referred to as Home Instruction and is compensated at the rate of thirty-two dollars and six cents (\$32.06) per hour; and

WHEREAS, the District has an increased need for tutors; and

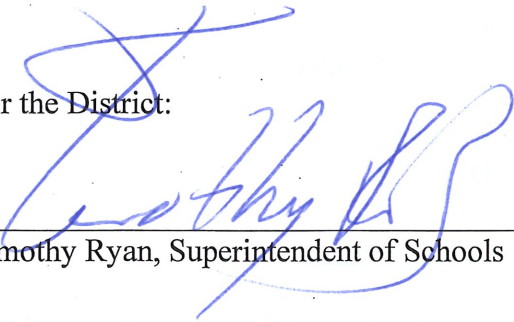
WHEREAS, the parties involved are mutually interested in increasing the rate of pay for tutors;

IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:

1. The rate of pay for tutors who are providing tutoring to one (1) student at a time shall be increased to fifty dollars (\$50.00) per hour.
2. The rate of pay for tutors who are providing two (2) students at a time shall be increased to seventy-five dollars (\$75.00) per hour.
3. This MOA shall sunset at close of business on June 30, 2024.
4. This MOA shall represent the full and complete agreement between the parties regarding this matter, and shall become effective upon execution by the parties and approval by the Board of Education.
5. The parties agree and understand that this increase will be applicable to the 2023-2024 school year and will be applied retroactively to tutoring hours performed in such school year prior to the effective date of this Agreement.

6. The circumstances of this MOA are unique and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.


For the District:



Timothy Ryan, Superintendent of Schools

11/7, 2023
Date

For the Association:



Alyssa Hardy, Association President

11/7, 2023
Date

MEMORANDUM OF AGREEMENT

This Agreement (“Agreement”) by and between the Bainbridge-Guilford Central School District (“District”), and the Bainbridge-Guilford Teachers Association (“Association”), herein after jointly referred to as the Parties, sets forth the following:

RECITALS:

1. The District offers Marching Band as an extension of the band program for students.
2. **Appendix B.1** of the **July 2021 to June 30, 2024 Collective Bargaining Agreement (“CBA”)** provides for the payment of a Marching Band Advisor.
3. The CBA does not provide for an assistant to the Marching Band Advisor.
4. Due to an increase in the number of students that are participating in Marching Band and to ensure proper adult to student ratio, the District and Association have agreed to create the position of Marching Band Assistant.

AGREEMENT:

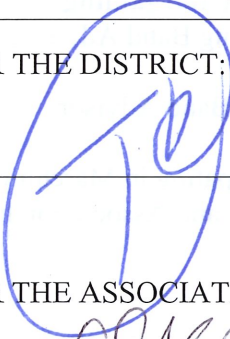
The undersigned Parties stipulate and agree to the following:

1. For the 2023-2024 school year, there will be the new position of Marching Band Assistant.
2. The Marching Band Assistant will be paid a stipend in the amount of \$500.00 for the 2023-24 season (25 hours @ \$20 per hour).
3. The assistant position may be removed if the student enrollment for Marching Band decreases to less than 40 students. If the district chooses to remove the position and the season has already started, the stipend will be prorated.
4. The terms and conditions of this Agreement are unique to the resolution of the issue addressed herein and they do not set a precedent. The District will not seek to use this Agreement or the factual situation giving rise to this Agreement as evidence of past practice or law of the District in any subsequent proceeding before any Court, Board or tribunal or in any contractual grievance proceeding.
5. Each provision of this Agreement shall be effective upon execution of this document.
6. The provisions contained in this Agreement are enforceable through **Article XX Grievance Procedure** of the CBA between the District and the Association.

7. This Agreement and all provisions contained herein shall sunset and expire in its entirety on June 30, 2024, unless otherwise agreed to in writing by the Parties.
8. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall not explicitly in contradiction to law shall continue in full force and effect.

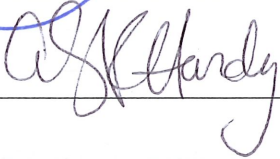
SIGNATURES

FOR THE DISTRICT:



Date 12/27/23

FOR THE ASSOCIATION:



Date 12/21/23

MEMORANDUM OF AGREEMENT

This Agreement (“Agreement”) by and between the Bainbridge-Guilford Central School District (“District”), and the Bainbridge-Guilford Teachers Association (“Association”), herein after jointly referred to as the Parties, sets forth the following:

RECITALS:

1. The District offers Indoor Track as an extracurricular activity for students.
2. **Appendix B.1** of the **July 2021 to June 30, 2024 Collective Bargaining Agreement (“CBA”)** provides for the payment of a Varsity Indoor Track Coach.
3. The CBA does not provide for an assistant to the Varsity Indoor Track Coach.
4. Due to an increase in the number of students that are participating in Indoor Track and to ensure proper adult to student ratio, the District and Association have agreed to create the position of Indoor Track Coach Assistant.

AGREEMENT:

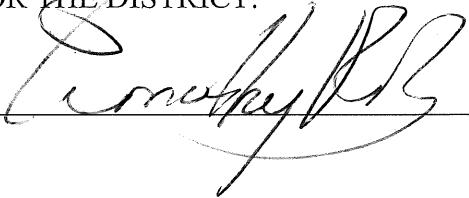
The undersigned Parties stipulate and agree to the following:

1. For the 2023-2024 school year, there will be the new position of Indoor Varsity Track Coach Assistant.
2. The Indoor Varsity Track Coach Assistant will fall under category 2 on the Appendix A.1 Coaching Salary Schedule for the 2023-24 season.
3. **The assistant position may be removed if the student enrollment for Indoor Varsity Track decreases to less than 28 students.**
4. The terms and conditions of this Agreement are unique to the resolution of the issue addressed herein and they do not set a precedent. The District will not seek to use this Agreement or the factual situation giving rise to this Agreement as evidence of past practice or law of the District in any subsequent proceeding before any Court, Board or tribunal or in any contractual grievance proceeding.
5. Each provision of this Agreement shall be effective upon execution of this document.
6. The provisions contained in this Agreement are enforceable through **Article XX Grievance Procedure** of the CBA between the District and the Association.

7. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall not explicitly in contradiction to law shall continue in full force and effect.

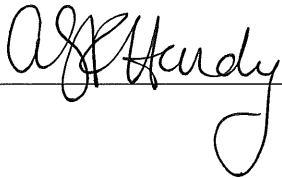
SIGNATURES

FOR THE DISTRICT:



1/5/24
Date

FOR THE ASSOCIATION:



1/5/2024
Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
AND
THE BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION**

WHEREAS, the Bainbridge-Guilford Central School District (“District”) and the Bainbridge-Guilford Teachers’ Association (“BGTA”) are parties to a collective bargaining agreement (“CBA”); and

WHEREAS, the BGTA represents teachers and other personnel employed by the Bainbridge-Guilford Central School District; and

WHEREAS, the BGTA represents several bargaining unit members who are eligible to retire from the District, under the rules of the New York State Teachers’ Retirement System; and

WHEREAS, Article XI of the CBA, entitled “Retirement Incentive,” provides eligible bargaining unit members a lump sum payment equivalent to 60% of the employee’s total sick leave accumulation, provided – amongst other requirements – they notify the District not later than December 1 of the school year in which he/she will retire and retire in their first, second, or third year of eligibility; and

WHEREAS, the BGTA represents several bargaining unit members who are eligible to retire, but have exceeded their first, second, or third year of eligibility, rendering them ineligible for the retirement incentive pursuant to Article XI; and

WHEREAS, the District desires to waive the requirement the bargaining unit members be in their first, second, or third year of retirement eligibility and open the existing retirement incentive in Article XI to any BGTA bargaining unit member who is eligible to retire, subject to the following agreements and conditions:

1. For the 2023-24 year only and pursuant to the terms of this Agreement, the District agrees to waive the requirement that bargaining unit members must be in their first, second, or third year of retirement eligibility to be eligible for the retirement incentive contained in Article XI of the parties’ collective bargaining agreement.

2. To be eligible for the incentive, the bargaining unit member must be eligible to retire under the rules and regulations of the New York State Teachers Retirement System and submit an irrevocable letter of resignation for retirement purposes to the District, no later than May 17, 2024. The effective date of such resignation for retirement purposes must be June 30, 2024.

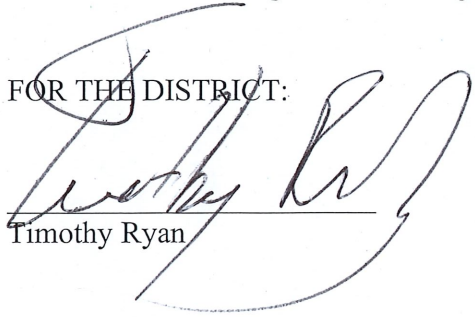
3. In exchange for an irrevocable letter of resignation for retirement purposes effective June 30, 2024, BGTA bargaining unit members shall receive a lump sum payment equivalent to 60% of their total sick leave accumulation as of June 30, 2024, at their current daily rate (1/200th). Such payment shall be made into a 403-b pursuant to Article XI(C) not later than 60 days following the effective date of retirement.

4. This Agreement is not precedential. It shall not compel the District to waive any eligibility requirements of Article XI or obligate the District to extend the benefits of Article XI beyond the contractual requirements, in the future, no matter how similar the circumstance.

5. This Agreement shall sunset on June 30, 2024 and have no further force and effect, except as to payments due on or after that date.

6. This agreement is subject to approval of the Board of Education of the District.

FOR THE DISTRICT:



Timothy Ryan

FOR THE BGTA:

 4/17/2024

Alyssa Hardy

MEMORANDUM OF AGREEMENT
Between
BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
And The
BAINBRIDGE-GUILFORD TEACHERS ASSOCIATION

This Memorandum of Agreement (“Agreement”) to the 2021-2024 Collective Bargaining Agreement (“CBA”) by and between the Bainbridge-Guilford Central School District (“District”) and the Bainbridge-Guilford Teachers Association (“Association”) sets forth the following:

RECITALS:

WHEREAS, The District and the Association are parties to a collective bargaining agreement (“CBA”) covering the period of July 1, 2021 through June 30, 2024.

WHEREAS, Article VIII – Teaching Conditions, Section A., School Year and Teaching/ Work Day of the **CBA**, provides, in relevant portion, the following:

The school year shall be no longer than September 1 to June 30 and shall include no more than one hundred eighty-six (186) work days.

WHEREAS The parties wish to temporarily modify Section A, to permit the district to start the school year on the Thursday prior to September 1.

WHEREAS, the Parties mutually desire to resolve this matter and allow the District, if necessary, to start the 2024-2025 and/or the 2025-2026 school year on the Thursday prior to September 1.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Notwithstanding the terms and conditions contained under **Article VIII, Section A.**, district will be permitted to start the school year on the Thursday prior to September 1 for the school years 2024-2025 and/or 2025-2026.
2. If the district schedules an early start to the school year as provided in paragraph 1 of this agreement, elementary “sneak peak” will be moved to the second staff day of the school year.

3. Any bargaining unit member that has scheduled a vacation or appointment prior to the signing of this agreement that will conflict with the start date proposed in this Agreement, shall be permitted to use personal leave time if necessary.
4. This Agreement, and all provisions contained herein, shall sunset and expire in its entirety on June 30, 2026.
5. If any provision of this Agreement, or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.
6. This Agreement shall be effective upon execution of this document by both parties. It may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both Parties.
7. The terms and conditions of this Agreement are enforceable through **Article XX GRIEVANCE PROCEDURES** of the CBA.

SIGNATURES:



For the District

4/19/24
Date



For the Association

4/17/2024
Date