

**AGREEMENT BETWEEN**

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL  
SUPERINTENDENT**

**-- AND --**

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

*July 1, 2024 through June 30, 2026*



## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I - DEFINITIONS .....	1
ARTICLE II - REPRESENTATION AND RECOGNITION .....	1
ARTICLE III -NEGOTIATIONS.....	1
ARTICLE IV - PROFESSIONAL COMPENSATION .....	3
ARTICLE V - DUES DEDUCTION.....	8
ARTICLE VI - LEAVES OF ABSENCE .....	9
ARTICLE VII - MEDICAL, DENTAL, AND LIFE INSURANCE PLANS .....	13
ARTICLE VIII - TEACHING CONDITIONS.....	16
ARTICLE IX – TEACHER EVALUATION AND MENTORING PROGRAM.....	20
ARTICLE X - VACANCIES.....	22
ARTICLE XI - RETIREMENT INCENTIVE .....	22
ARTICLE XII - PUPIL BEHAVIOR .....	23
ARTICLE XIII - PROTECTION OF MEMBERS .....	24
ARTICLE XIV - ASSOCIATION BUSINESS.....	25
ARTICLE XV – MAINTENANCE OF STANDARDS .....	25
ARTICLE XVI - SAVINGS CLAUSE .....	25
ARTICLE XVII - INDIVIDUAL AGREEMENTS .....	25
ARTICLE XVIII - STATEMENT OF SECTION 204-a OF THE CIVIL SERVICE LAW .....	25
ARTICLE XIX - ACADEMIC FREEDOM.....	25
ARTICLE XX - GRIEVANCE PROCEDURE.....	26
ARTICLE XXI – DURATION OF AGREEMENT .....	29
APPENDIX A - COACHING .....	30
APPENDIX A.1 COACHING SALARY SCHEDULE FOR 2024-2026.....	31
APPENDIX A.2 .....	33
APPENDIX A.3 .....	34
APPENDIX A.4 – ATHLETIC PASSES .....	36
APPENDIX A.5 – PAYMENT SCHEDULE.....	36
APPENDIX B.1 - COMPENSATION SCHEDULE FOR EXTRACURRICULAR ACTIVITIES.....	36
APPENDIX B.2 .....	38
APPENDIX C– STATEMENT OF GRIEVANCE .....	40
APPENDIX D - PAYROLL DEDUCTION AUTHORIZATION .....	41
APPENDIX E- SICK LEAVE BANK .....	42
APPENDIX F – MENTOR FORM .....	44
APPENDIX G – APPR.....	45



**Statement of Purpose** ..... 45

**Plan Requirements**..... 45

**Teacher of Record and Verification of Student Roster** ..... 46

**APPR Scoring Components** ..... 46

**Inter-Rater Reliability & Training for Evaluators and Staff** ..... 49

**Professional Development** ..... 49

**Teacher Improvement Plans (TIP)**..... 49

**Appeals Procedures** ..... 50

**Reporting Teachers’ Scores** ..... 53

**Data Submission to NYS Department of Education** ..... 53

**APPENDIX H– HEALTH INSURANCE PLANS** ..... 55



## **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, 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. Member shall mean those persons regularly appointed by Board action for a period of one semester or more, including Teachers, 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, 2024-2026, the District shall put into effect the following salary schedule (shall not apply to LTAs):

<b><u>STEP</u></b>	<b>2024-25</b>	<b>2025-26</b>
1	47,701	49,201
2	48,500	50,000
3	49,314	50,814
4	50,143	51,643
5	50,866	52,366
6	51,542	53,042
7	52,177	53,677
8	52,811	54,311
9	53,659	55,159
10	54,508	56,008
11	55,355	56,855
12	56,202	57,702
13	57,048	58,548
14	57,895	59,395
15	58,741	60,241
16	59,800	61,300
17	60,859	62,359
18	61,919	63,419
19	62,977	64,477
20	64,035	65,535
21	65,094	66,594
22	66,364	67,864
23	67,635	69,135
24	68,906	70,406
25	70,178	71,678
26	71,872	73,372
27	73,565	75,065
28	75,258	76,758
29	76,954	78,454
30	78,647	80,147
31	80,340	81,840
32	82,035	83,535
33	83,730	85,230
34	85,423	86,923
35	87,115	88,615
36	88,812	90,312
37	90,507	92,007
38	92,199	93,699



39	93,899	95,399
40	95,633	97,133

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:

Effective July 1, 2024: \$5,000.00 increase applied horizontally to all steps on the schedule.

Off Step: Same increase as teachers.

Effective July 1, 2025: \$1,500.00 increase applied horizontally to all steps on the schedule.

Off Step: Same increase as teachers.

- Add Steps 39 and 40 to salary schedule. Steps 39 and 40 shall be initially calculated using the 1.95% increase from the previous step based on the 2021-2024 salary schedule and after the 1.95% increase from the previous step is applied the raise shall be applied to steps 39 and 40.

4. Licensed Teaching Assistants - Salaries  
Effective July 1, 2024, the District shall put into effect the following salary schedule for LTAs:

Implementation of the LTA salary schedule. The LTA salary schedule will be calculated at 60% of steps 1 to 40 of the current year's Teacher's salary schedule.

2024-2025: Initial placement on the salary schedule for returning LTAs shall reflect years of service with the District as an LTA.

Effective July 1, 2025: returning LTAs shall advance one step on the LTA salary schedule similar to the teachers.

<u>STEP</u>	<u>2024-25 LTA</u>	<u>2025-26 LTA</u>
1	28,621	29,521
2	29,100	30,000
3	29,588	30,488
4	30,086	30,986
5	30,520	31,420
6	30,925	31,825
7	31,306	32,206
8	31,687	32,587
9	32,195	33,095
10	32,705	33,605
11	33,213	34,113
12	33,721	34,621



13	34,229	35,129
14	34,737	35,637
15	35,245	36,145
16	35,880	36,780
17	36,515	37,415
18	37,151	38,051
19	37,786	38,686
20	38,421	39,321
21	39,056	39,956
22	39,818	40,718
23	40,581	41,481
24	41,344	42,244
25	42,107	43,007
26	43,123	44,023
27	44,139	45,039
28	45,155	46,055
29	46,172	47,072
30	47,188	48,088
31	48,204	49,104
32	49,221	50,121
33	50,238	51,138
34	51,254	52,154
35	52,269	53,169
36	53,287	54,187
37	54,304	55,204
38	55,319	56,219
39	56,340	57,240
40	57,380	58,280

Each member's annual salary shall be determined with the use of the following:

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

- a. S = step or base pay
  - 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:

$$\begin{aligned}
 S &= \$48,682 \\
 C &= \$1,600 \text{ (} 40 \times \$40 \text{)} \\
 M &= \$500
 \end{aligned}$$

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

- B. Members 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 member'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 member must submit the appropriate documentation after completing the approved in-service work.
- F. A member 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, 2024, each member involved in curriculum development with prior authorization from the building administrator and the Chief Executive Officer shall be paid twenty-seven dollars (\$27) per hour. Should the BOCES rate be lower than the contractual rate, the member 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 member involved in staff development activities during the months of July or August with proper prior authorization shall be paid twenty-four dollars (\$24) 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 member who volunteers to present on staff development days, with proper prior authorization, shall be paid for their preparation time beyond the school day, twenty-seven dollars (\$27) 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 member'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

- a. There will be 5 departments 7-12: ELA, Math, Science/Technology, Social Studies, Physical Education

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:  
Effective July 1, 2024 , the stipend for Department Chair shall increase to one thousand five hundred dollars (\$1,500.00).
- 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 members dues for the Association when said member 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 members who have authorizations on file will be made from nineteen (19) paychecks beginning with the second payroll in September.
  2. Deductions for those members 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 members 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 member individually and voluntarily authorizes the District to so deduct.



## **ARTICLE VI - LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Each member will be credited fourteen (14) days per school year accumulative to two hundred (200) days. Members 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 member 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, members 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 member 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 member indicating the amount of accumulated sick leave.
4. Members who are eligible under FMLA leave entitlement, shall have the FMLA calculated as provided for in FMLA regulations.
5. A member 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 members.
2. The agreed to Bank is attached as Appendix G.

### **C. Personal Business Leave**

Each member 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, member 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 member 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 member 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 member 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 member is expected to be able to travel from his/her home to the school in which he/she works. In order for such leave to be granted, it is assumed that it is totally unreasonable for the member to be in attendance at school that day due to acts of nature or other major calamities. The member will be expected to document the fact that a major emergency or calamity did exist.

2. A member serving on a jury shall be compensated by the difference between the member's regular salary and the amount of compensation received as a juror.
3. A member may be allowed up to five (5) days for a death of parents, spouse, child, or foster child. A member 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 member needs to be relieved of his/her responsibilities for less than one-half (1/2) day. On those occasions, a member may request from his/her building principal that the release time be granted without resorting to use of the member's personal or sick leave. Approval of the member'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 member will be granted a family leave of up to one year for the purpose of bearing, adopting, or rearing his/her child. A member 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 member may continue coverage under the District's insurance plan by reimbursing the District for the full cost of the coverage. The member will return at the beginning of a semester, except with the agreement between the member and the Chief Executive Officer. Regardless of the determination of the Chief Executive Officer, the member shall be eligible for summer health insurance pending continued payment of the premium at their contractual rate. The District recognizes that a member 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 member 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 member may continue coverage under the District's medical and dental plans by reimbursing the District for the full cost of such coverage. The member 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 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. 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. Members may be allowed to attend professional conferences without loss of pay and the District will compensate the members for all reasonable expenses incurred in attending said conferences.
2. Members may be allowed to attend school visitations without loss of pay and the District will compensate the members 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. Members and retirees shall have three (3) health insurance plan options. Annually, members 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 members 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 members 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 members 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 – Attached as Appendix J

1. For members 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 - annual IRS minimum deductible amount  
Employee/Spouse, Employee/Child(ren) or Family Coverage - annual IRS minimum deductible amount
2. Once qualified in-network expenses reach the IRS minimum deductible amount, 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 members and retirees may elect to contribute additional amounts to their HSA subject to IRS regulations and limitations.
4. When a member or retiree no longer participates in the HDHP – HSA/HRA Stack plan, all elected member 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 members and retirees shall be paid by the district. If a member 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 member/retiree or former member may be responsible for monthly administrative fees associated with their HSA account.
7. The District shall contribute to participating member and retiree HSAs as follows:
  - A. For participating retirees, the HSA shall be funded 100% annually on the first business day of July with the minimum IRS deductible amount.



B. For participating members:

1. July 1, 2022 and thereafter – The HSA shall be funded 50% on the first business day of July and the remaining 50% on the first business day of September annually.
2. Funding of the HSA for new members hired in the month of September will be funded 100% and funded immediately.
3. Funding of the HSA for new members 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 member 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 members 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 members the identical Health Plan they would enjoy if teaching. The retired member 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 members 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. Members must have served for fifteen (15) continuous years in the Bainbridge-Guilford School District.
2. Members 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 member reaches age 65. The retired member 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

Recognizing the member 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. 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

1. The work day for members will be seven (7) hours and fifteen (15) minutes between the hours of 7:30 a.m. and 4:00 p.m. This shall not apply to RNs.

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

2. All members will have a minimum of thirty minutes duty free for lunch.
3. 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
4. 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 and LTA 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 and LTA 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 member shall be required to substitute for another during his/her unassigned period. If



an emergency occurs, a member may be asked to substitute; however, he/she reserves the right to refuse such assignment. Such refusal shall not be subject to reprisal. If a member chooses to provide coverage for an instructional period (including portions of class periods up to 40 minutes), he/she shall be compensated \$20 for each period. Instructional period shall also include AIS, Weight Room, and Machinist class.

When an LTA provides coverage for a classroom teacher to whom they are normally assigned, the LTA shall be compensated as follows: beginning on the second day in the same assignment and every consecutive day thereafter in the same assignment, the LTA shall be paid an additional \$20 per day.

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 members
  - a. Members 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. Members 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 members 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 members 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. Members employed for less than fifty percent of a regular member's schedule are considered incidental and not eligible for benefits as outlined herein.
    - v. Job responsibilities and preparation time will be prorated to a regular full time member's work day.
  - b. Members, 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 members.

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 members 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 member.

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 member 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. Member Facilities

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



F. Before / After School Meetings

It is recommended that before or after school 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 member 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

Members 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 member to the appropriate administrator.

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

Acceptable attire for RNs can also include scrubs.

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

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 members will have the option of sending their



children to Bainbridge-Guilford Central School. The District will not charge tuition to nonresident members 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. Licensed Teaching Assistants (LTA) are excluded as per Commissioner's Regulation Section 30-3.2(c) from compliance under Education Law § 3012-d. LTAs shall be evaluated as per agreement by the parties.
  - H. The agreed upon particulars shall be contained in Appendix I.



## 2. Mentoring Program

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

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

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 members 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 member, 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 via email notice to all staff. 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.
- 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. Members 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 member 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 member must notify the district in writing prior to December 1 of the school year in which he/she will retire. If the member wishes to retire at the end of the first semester, he/she must notify the district in writing prior to June 1.
- C. No member may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described below.
  - 1. Any member 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 member's retirement date. Failure on the part of the member to establish a 403(b) account prior to the member'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 member 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 member'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) If a member has a NYSTRS membership date after June 16, 1971, to remit to the member'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 member'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 member'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 member in dealing with the child who misbehaves. It is issued so that members may understand clearly the procedures which are followed in upholding conduct in the schools.

- A. Each member 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 member 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 member 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 member's best efforts at correction, a pupil continues to misbehave, the member 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 member 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 member or hold a conference with the member outlining the action he/she has taken.
- C. Regardless of the cause of any pupil difficulty, no member 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 member 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 MEMBERS

### A. Injury or Illness

1. Members 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 member for information in his/her possession relating to the incident and will act as liaison between the teacher and the parents of the student( 2. Whenever a member 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 member 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 member to be paid.

3. A member absent on Workers' Compensation Disability except in A.2 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 member 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 member will have only the amount of sick leave actually taken for such disability replenished and any excess monies will be returned to the member. Health Insurance continuation shall be coordinated with the Business Office.

### B. Union Participation

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

### C. Transfers

No members will be involuntarily transferred to other buildings in the district, to other grade levels, or to other departments without a conference with the members involved. Whenever possible, those members involved will be notified at least one month prior to the opening of the school year of any changes in their job assignments. Members 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.

### D. Indemnification Pursuant to Education Law 3028

The Board of Education recognizes its obligation under Section 3028 of the Education Law. In order to avail himself/herself of this protection, the member must inform, the Board within ten (10) days of such incident.



## **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 members of professional and/or employment benefits and/or advantages heretofore enjoyed. Except as required by the agreement, the duties and responsibilities of members 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 member or group of members 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**

Members 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 members 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 members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the District and its members 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 members, 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 member or group of members 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 member knew of the act or condition on which the grievance is based. If the member 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 member 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 member or representative shall state that the discussion involves a grievance. If the member submits the grievance through a representative, the member 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 member 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 member 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 member 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 member 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 member 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



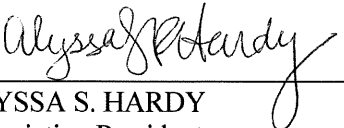
Executive Officer and/or the Association will make application for arbitration to the American Arbitration Association. The parties and the arbitrator will then be bound by the rules and procedures of the Cornell ADR or the American Arbitration Association, whichever is selected.

- 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, 2024 and shall continue in effect through June 30, 2026. 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  
1/9/2025  
\_\_\_\_\_  
Date

Chief Executive Officer  
Bainbridge-Guilford Central School

  
\_\_\_\_\_  
TIMOTHY R. RYAN  
Chief Executive Officer  
1/17/25  
\_\_\_\_\_  
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 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 2024-2026

Effective July 1, 2024, the following coaching schedule shall be put into effect:

### 2024-2025 Athletic Stipends

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Category 1	\$3,724	\$4,197	\$4,670	\$5,187	\$5,682	\$6,150	\$6,634
Category 2	\$2,641	\$3,070	\$3,540	\$4,104	\$4,573	\$5,047	\$5,528
Category 3	\$2,031	\$2,744	\$3,166	\$3,650	\$4,058	\$4,473	\$4,901
Category 4	\$2,018	\$2,418	\$2,793	\$3,196	\$3,544	\$3,899	\$4,275
Category 5	\$1,715	\$2,039	\$2,344	\$2,607	\$2,865	\$3,123	\$3,404
Category 6	\$1,508	\$1,791	\$2,196	\$2,311	\$2,598	\$2,882	\$3,223
Category 7	\$1,399	\$1,765	\$2,048	\$2,288	\$2,519	\$2,750	\$3,042
Category 8	\$305	\$677	\$749	\$920	\$1,131	\$1,316	\$1,518

Effective July 1, 2025, the following coaching schedule shall be put into effect:

### 2025-2026 Athletic Stipends

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Category 1	\$3,911	\$4,407	\$4,904	\$5,446	\$5,966	\$6,457	\$6,966
Category 2	\$2,773	\$3,224	\$3,717	\$4,310	\$4,801	\$5,300	\$5,805
Category 3	\$2,132	\$2,881	\$3,325	\$3,833	\$4,261	\$4,697	\$5,146
Category 4	\$2,119	\$2,539	\$2,933	\$3,356	\$3,721	\$4,094	\$4,488
Category 5	\$1,800	\$2,141	\$2,461	\$2,738	\$3,009	\$3,279	\$3,574
Category 6	\$1,583	\$1,881	\$2,305	\$2,427	\$2,728	\$3,026	\$3,384
Category 7	\$1,469	\$1,853	\$2,150	\$2,402	\$2,645	\$2,887	\$3,194
Category 8	\$320	\$711	\$786	\$966	\$1,187	\$1,381	\$1,594

#### Category 1

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

#### Category 2

V Cross Country  
V Soccer (B&G)  
V Softball  
V Track  
V Football Assistant  
JV Football  
V Indoor Track Assistant  
JV Basketball (B&G)  
JV Wrestling  
JV Volleyball (G)

#### Category 3

JV Baseball  
JV Softball  
V Track Assistant  
Cheerleading (Winter)  
JV Soccer (B&G)  
V Golf  
V Tennis

#### Category 4

Mod A Football  
Mod A Basketball (B&G)

#### Category 5

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

#### Category 6

Bowling (B&G)

#### Category 7

Mod Football  
Mod Soccer  
Mod Basketball (B&G)\*

#### Category 8

Volleyball (B)  
Badminton  
Table Tennis



Mod Wrestling  
Mod Volleyball  
Mod Baseball  
Mod Softball  
Mod Track

Returning coaches shall advance one step on the schedule.

Athletic Coordinator    2024-2025: \$11,251    2025-26: \$11,814

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.

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**

	<b><u>Self Rating</u></b>	<b><u>Admin. Rating</u></b>
<b>Pre-Season Responsibilities</b>		
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. _____	_____
<b>Practice Formative Assessment (Announced Observation) – Date: _____ Time: _____</b>		
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 needs of the athletes and/or team	7. _____	_____
8. Safety is maintained throughout the practice	8. _____	_____
<b>Game Formative Assessment – (Unannounced Observation) Date: _____ Time: _____</b>		
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. _____	_____
<b>Post-Season Responsibilities</b>		
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. _____	_____
<b>Off-Season Work</b>		
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. _____ | _____ |
| <b>Teaching/Coaching</b>   |           |       |
| 20. Knowledge: Technical aspects, strategies, athletes abilities, progressions and styles          | 20. _____ | _____ |
| 21. Rules: (NYS PHAA, Section IV, MAC League, B-G) and Rule Book                                   | 21. _____ | _____ |
| 22. Promotes Athlete Development   | 22. _____ | _____ |
| <b>Professional Qualities</b>  |           |       |
| 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 2024-2026

Effective July 1, 2024, the Extracurricular stipends shall be as follows

2024-25 Extracurricular Stipends						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Category 1	\$2,033	\$2,197	\$2,360	\$2,524	\$2,688	\$2,852
Category 2	\$916	\$1,013	\$1,111	\$1,209	\$1,306	\$1,405
Category 3	\$528	\$605	\$681	\$759	\$836	\$916
Category 4	\$210	\$274	\$338	\$402	\$466	\$530

Effective July 1, 2025, the Extracurricular stipends shall be as follows:

2025-26 Extracurricular Stipends						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Category 1	\$2,134	\$2,306	\$2,478	\$2,650	\$2,822	\$2,994
Category 2	\$961	\$1,064	\$1,166	\$1,269	\$1,372	\$1,475
Category 3	\$555	\$635	\$716	\$797	\$878	\$961
Category 4	\$221	\$288	\$355	\$422	\$490	\$557

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

Full year positions  
Fall seasons  
Winter seasons  
Spring seasons

Before May 1st  
Before May 1st  
Before July 1st.  
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.

<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
HS Yearbook	Odyssey Coaches	9 <sup>th</sup> Grade Advisor	Ski Club
Senior High Student Council	10 <sup>th</sup> Grade Advisor	7 <sup>th</sup> Grade Advisor	Pep Band Assistant
Senior Class Advisor	8 <sup>th</sup> 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		Literary Magazine	
Marching Band	Elementary Drama	Forensic Advisor	
		Mock Trial	
		Marching Band Assistant	
		District Wide Food Drive Coordinator	
		Elementary Student Council	
		Trap Shoot	

Returning advisors shall advance one step on the schedule.

Initial placement on the step schedule for the newly added positions shall reflect years of service in the position in District to include years of service prior to being added to the contract.

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

	2024-2026
Chaperone (see Appendix B.2. for details_	\$25.00 20.00

One Time Events	2024-2026
Ticket Seller	\$59.33
Timekeepers; Scorekeepers (per contest)	\$40.00
Timekeepers; Scorekeepers (two contests)	\$80.00

	2024-2026
Home Instruction per Hour (Tutor)	\$50.00 / hour for 1 student \$75.00 / hour for 2 students

	2024-2026
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



	2024-2025	2025-2026
Dean Of Students	\$5,769	\$5,769
Non-Administrative SE Chairperson	\$6,442	\$6,764
Life Beyond High School per member, up to 6 members	\$525	\$551
SE Chairperson	\$6,442	\$6,764

Educational Technology Support: \$1,800 each for 3 positions (1 per building)

## **APPENDIX B.2**

- A. Effective July 1, 2024, 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 twenty-five dollars (\$25.00). All chaperoning must be approved.
- B. Effective July 1, 2024, for all field trips outside of regular school days, the member may be compensated (at the discretion of the teacher) at the rate of twenty dollars (\$20.00). All field trips must be approved. Requests for compensation must be included in the request proposal.

In the event 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. Members 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 member, while on the trip may be compensated (at the discretion of the member) 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. Member with Administrative Certification: \$103 per event
- B. Member without Administrative Certification: \$77.55 per event



## APPENDIX C– 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 \_\_\_\_\_ Signed \_\_\_\_\_

Member

For the Association



# APPENDIX D - PAYROLL DEDUCTION AUTHORIZATION

## PAYROLL DEDUCTION AUTHORIZATION

Social Security Number		
Last Name	First Name	M.I.
Employer Name: <i>Bainbridge-Guilford Central School District</i>		
Organization: <i>Bainbridge-Guilford Teachers Association</i>		

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 E- 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, members will become members of the Sick Leave Bank and shall donate one (1) sick day per year to the Bank. The member will continue as a Sick Bank member until written notification of withdrawal is received by the District. Any member 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 Sick Bank members will be accepted only during September of each year.
- C. When the Bank exceeds three (3) times the number of Sick Bank members, member contributions will not be required again until the Bank falls below two (2) times the number of Sick Bank 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 member 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 member 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 member 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 member, 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 member shall be eligible to draw more than one hundred (100) days for any single instance of illness.
- J. Members shall be encouraged to apply for disability retirement where applicable.
- K. The Sick Bank may grant partial days when a member 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, members 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 F – MENTOR FORM

**Mentor Name** \_\_\_\_\_  
**Mentee Name** \_\_\_\_\_

### Mentor Check List

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

### Ongoing 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

<u>Initials</u> <u>Mentor</u>	<u>Initials</u> <u>Mentee</u>	<u>By November 1<sup>st</sup></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

**\*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 G – 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 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 on Observations/School Visits. (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.



Social Workers, School Counselors, School Psychologists, Special Education Chairs, Dean of Students, Library/Media Specialists, OTs, Teachers of Speech and Handicapped, LTAs, School Nurses, 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. 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 Guidelines:**

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 recording devices may be used to record audio and/or video. However, laptops are acceptable for the purpose of typing notes during the observation.
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. Observations shall be a minimum of 30 minutes. However, for the announced observation, the parties shall have a discussion during the pre-observation conference to determine the anticipated length of the lesson.
7. For tenured teachers, the building principal shall conduct a total of one (1) scored observation, weighted at 90%, and the impartial independent trained evaluator shall conduct one (1) scored observation, weighted at 10%, for a total of 2 observations per academic year.
8. 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%.
  - a) There shall be no more than three (3) formal evaluations per academic year.

C. Observation Procedures:

- a) Pre-Observation Meeting (Announced Observation Only)
  - a. Teachers will provide a completed lesson plan template (Attachment F) to their administrator.
  - b. The Administration will select one of the six (6) indicators for evaluation each year. This indicator will be the same across the District. Teachers will provide their chosen three (3) goals and six (6) indicators for the year. (See Page 51 F)
  - c. Administrators will review the lesson plan, goals, and indicators with the teacher. Administrator will also ask the pre-conference questions listed in Attachment F.
- b) Observations (Announced and Unannounced)
  - a. The first formal observation shall be announced. Teachers must meet with their administrator prior to the observation and provide the items listed above.
  - b. The second formal observation will be unannounced but must fall within a two-week notification period and shall be a minimum of 30 minutes. Lesson plans are not required for unannounced observations.
  - c. The optional third evaluation (for non-tenured teachers only) 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.



c) Post-Observation

- a. The post observation conference shall occur no later than ten (10) school days after the formal observation, or as close to it as possible.
- b. Teacher Observation Reflection shall be emailed to the principal within five (5) school days of being observed. The written reflection shall reference the two chosen NYSUT indicators for each goal. Teachers shall provide evidence for each indicator. If not observed in the lesson, teachers will be permitted to give evidence outside the lesson (ex: parent communication).
- c. Administrator and teacher will both use the same Observation Reflection form (Attachment F).
- d. At the post conference, the teacher and principal shall share their reflections and complete the write-up. Both parties shall sign the document. 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. 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.

D. 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.

E. The Summative Reflection, where applicable, shall be completed by the member by June 15 (Attachment F).

F. APPR Evaluation Process

The administration will select one of the six (6) local indicators for evaluation each year. This indicator will be the same across the District.

Teachers must rotate the five remaining indicators over a period of three (3) years. Over three (3) years, teachers will work on 15 to 18 different indicators.

The building administrator will keep track of evaluated indicators on a yearly basis for teachers. The administrator will communicate via email which indicators have been selected in the prior two years by September 15<sup>th</sup> of each school year.



- G. 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.

### **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.



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.



## APPENDIX H– 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
SurgiCenters 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.