



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Beaver River Central School District and Beaver River Central School Teachers' Association (2003)**

Employer Name: **Beaver River Central School District**

Union: **Beaver River Central School Teachers' Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

Number of Pages: **32**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

TA
4582

AGREEMENT

Between the

Beaver River Central School

Superintendent

and the

**Beaver River Central School
Teachers' Association**

2003-2006

RECEIVED

DEC 09 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

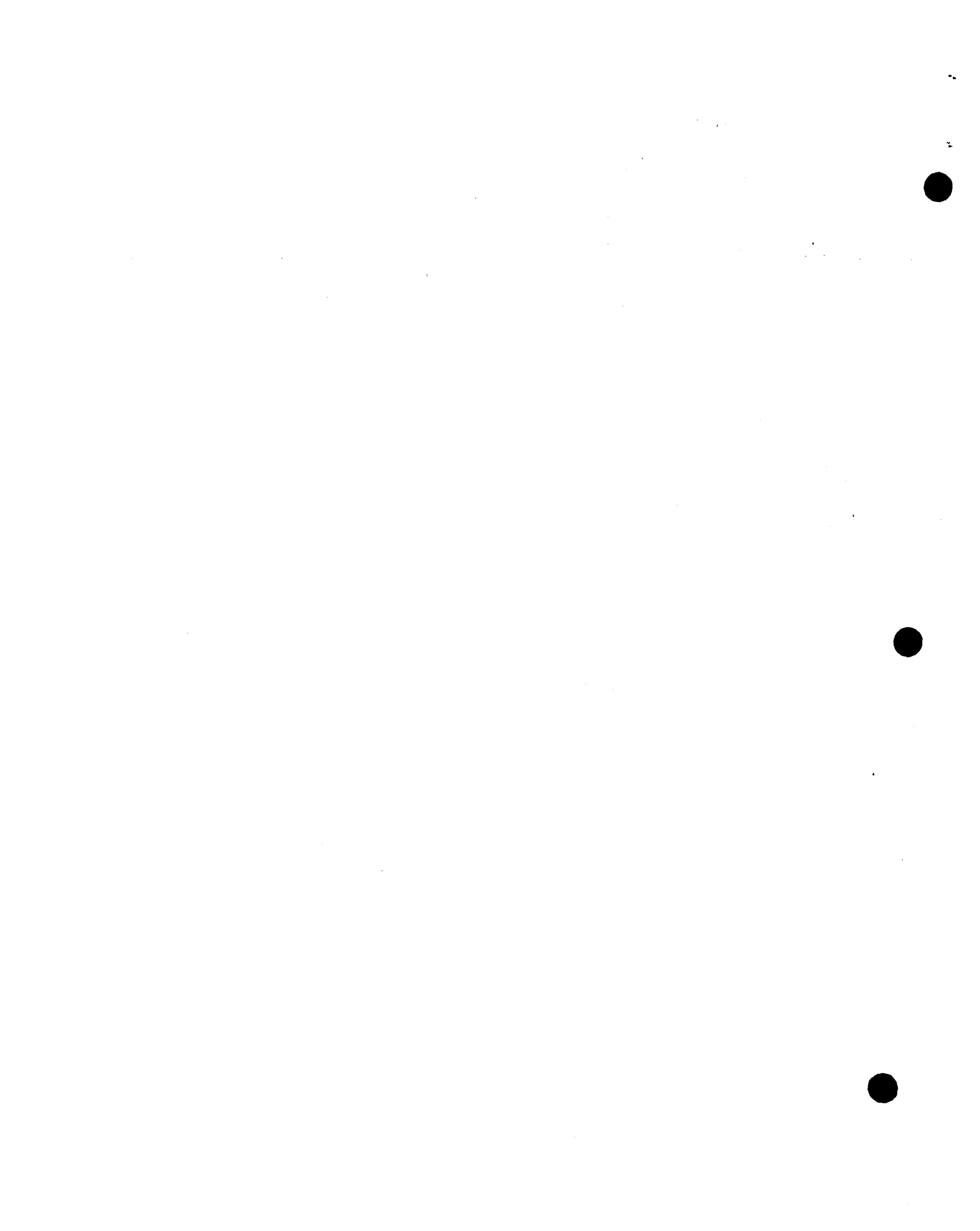
1971

1972

1973

TABLE OF CONTENTS

		Page
ARTICLE I	Recognition	1
ARTICLE II	Negotiation of Successor Agreement	2
ARTICLE III	Grievance Procedure	2
ARTICLE IV	Salary	5
ARTICLE V	Fringe Benefits	6
ARTICLE VI	Leaves of Absence	8
ARTICLE VII	Committee Work	10
ARTICLE VIII	Joint Conference Committee	11
ARTICLE IX	Personnel Records	11
ARTICLE X	Protection of Chaperons	12
ARTICLE XI	Extra Pay for Extra Responsibilities	12
ARTICLE XII	Vacancies and Transfers	13
ARTICLE XIII	Staffing	13
ARTICLE XIV	Miscellaneous	14
ARTICLE XV	Just Cause	15
ARTICLE XVI	Evaluation	15
ARTICLE XVII	Duration of Agreement	16
APPENDIX A	Sectional and Extra Pay Language	
APPENDIX B	Extra Pay for Extra Responsibilities and Salaries	
APPENDIX C	Salary Scales; 2003-2004, 2004-2005, 2005-2006	



ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive negotiating representative for all terms and conditions of employment of certified teaching personnel and all professional personnel, excluding supervisory personnel of the District, for the purpose of negotiations under Article 14 of the Civil Service Law of the State of New York, as amended.
- B. **Areas for Discussion and Agreement:** All terms and conditions of employment shall be subject to negotiation, recognizing however, that the Board must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education and that the Board cannot reduce, negotiate or delegate its legal responsibilities.
- C. **Definitions:**
1. The "**Board**", as used in this Agreement, shall mean the Board of Education of the Beaver River Central School District, at Beaver Falls.
 2. "**Teacher**", as used in this Agreement, shall mean any member of the bargaining unit.
 3. The "**Association**", as used in this Agreement, shall mean the Beaver River Central School Teachers' Association.
 4. The "**District**", as used in this Agreement, shall mean the Beaver River Central School District.
- D. **Payroll Deductions:**

The Board agrees to provide deductions of Association dues according to the following procedures.

1. The bargaining unit member shall indicate his/her desire for payroll deductions on an authorization form provided by the Association. Such authorization will remain in full force and effect until voluntarily withdrawn in writing by the unit members or until the employment relationship with the District ends.
2. The Association Treasurer shall inform the District Business Manager as to people desiring deductions and the amount to be deducted on or before October 15 of each year.
3. Deductions of the total amount authorized by a particular individual shall be made in fifteen equal installments from the fifteen consecutive payrolls commencing with the first pay period in November.

4. The monies deducted shall be promptly transmitted to the Association each month.
5. With the final payment, the Association shall receive a list of individuals for whom deductions were made and the amount deducted.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into negotiations over a successor agreement at the written request of either party. Such notice shall be given no later than the month of January of the school year in which this Agreement expires.

ARTICLE III

GRIEVANCE PROCEDURE

The following procedure shall be followed for the processing and determination of the grievances as hereinafter defined.

A. Definitions:

1. A "Grievance" shall mean a complaint by one or more members of the unit that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract.
2. "Supervisor" shall mean any department chairman, principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Chief Executive Officer.
3. The Chief Executive Officer is the Superintendent of the District.
4. "Grievant" shall mean any member or members of the negotiating unit filing a grievance.
5. "Party in interest" shall mean the grievance committee of the Association and any party named in the grievance procedure.
6. "Grievance Committee" is the committee created and constituted by the Association to represent the Association in respect to the grievance procedure.

B. Procedure:

1. All grievances shall be in writing and shall include the name and position of the Grievant, events or conditions constituting the grievances, identification of the contract provisions involved, identity of the parties and a general statement of the nature of the grievance and the redress sought.
2. If a grievance affects a group of members of the unit and appears associated with a system-wide policy, it may be submitted by the Grievance Committee directly at Stage 2.
3. All steps of the grievance procedure shall be conducted outside of school hours.
4. To facilitate settlement of differences, the Board and the Association agree to make available any and all material and relevant documents concerning the grievance.
5. All grievances shall be processed through the grievance procedures prescribed by this Article.
6. Grievant shall first process their grievances through these procedures before pursuing any other rights or remedies available to them.

C. Time Limits:

1. No grievance will be entertained and will be deemed barred unless presented in writing within ten school days or fourteen calendar days, whichever first occurs, after the Grievant knew, or should have known, of the act or condition on which the grievance is based.

D. Stages:

1. **Stage One: SUPERVISOR**

The Grievant will discuss the matter with the Supervisor with the objective of resolving the matter informally. If a grievance is not resolved informally, it shall be reduced to writing by the grievant and presented to the Supervisor. The Supervisor shall then render a decision, in writing, and present it to the Grievant and the Association within five school days after receipt of the grievance.

If the Supervisor is absent or unavailable, the written grievance shall be presented at the Office of the Chief Executive Officer within the required time period.

2. **Stage Two: CHIEF EXECUTIVE OFFICER**

If the aggrieved party is not satisfied with the written decision at the conclusion of Stage One, he shall within five days, present it to the Association Grievance

Committee for consideration. If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the Stage One decision with the Chief Executive Officer within seven calendar days of the time the aggrieved party received the decision.

Within three school days after receipt of the appeal, the Chief Executive Officer, or his duly appointed representative, shall hold a hearing with the aggrieved party and the Grievance Committee. The Chief Executive Officer shall render a decision in writing to the aggrieved party within five school days after the hearing.

3. Stage Three: BOARD OF EDUCATION

If the aggrieved party is not satisfied with the decision at Stage Two, the Grievance Committee will file an appeal with the Board of Education within ten days prior to the next regular meeting of the Board, at which meeting a hearing shall be held concerning the grievance, unless in the judgement of the Board, a special Board meeting is held for that purpose. Within ten school days after the hearing, the Board shall render in writing a decision on the grievance and deliver the same to the aggrieved party and the Grievance Committee.

4. Stage Four: ARBITRATION

If the above procedures fail to produce a solution to the problem acceptable to the Grievance Committee, and if it is deemed that it is in the best interest of the school system, the matter may be submitted to arbitration. The Grievance Committee shall within fifteen school days after the delivery of the written appeal at Stage Three file with the Board a written request for arbitration. Within ten days after such request, the Board and the Association shall agree upon a mutually acceptable arbitrator competent in the field of grievance.

The Selected arbitrator, agreeing to serve, shall promptly hear the matter and render his decision as soon as possible after the close of the last of the necessary hearings. That arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue.

The decision of the arbitrator shall be final and binding on all interested parties and the aggrieved party, provided that the arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this agreement and he shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law or limiting or interfering in any way with the powers, duties, and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.

The costs for the services of the arbitrator, including any travel or per diem expenses, and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE IV

SALARY

- A. In no case shall newly hired teachers be placed on step and column of the salary schedule above a position which is warranted by prior experience, academic preparation and/or military service credit. Military service credit shall be limited to a maximum of five (5) years.
-
- B. Full time Beaver River teachers who work more than ten (10) months in a direct and formal extension of their primary subject area work assignment shall be compensated at the following rates:
1. 1/10th of the annual salary for each full additional month of employment;
 2. 1/200th of the annual salary rate for per diem assignments, or portions of a month.
- C. Upon completion of a Master's Degree, the annual salary shall be increased by \$500. This amount will be prorated if earned during the school year. No teacher shall be paid for more than one Master's Degree. Official transcripts are required before an increase will be approved.
- D. Teachers shall receive credit for each one hour of graduate work at the rate of \$45.00 per hour. This amount shall be prorated if earned during the school year. Teachers must submit official transcripts of completed course work by July 15, October 15, or February 15 for such credit to be posted on the next regular pay date after these dates. Commencing with the 1998-99 school year, the Superintendent must approve all graduate coursework beyond 30 hours or a Masters prior to the teacher taking the courses to receive compensation. Compensation will be paid upon submission of a transcript that a course has been completed and a B or higher grade achieved.
- E. Commencing July 1, 1994, the District will pay members of this bargaining unit 22 paychecks during the school year in equal amounts. The first paycheck will be paid at the end of the first week of school.
- F. Commencing July 1, 2000, the District members of this bargaining unit will be paid \$18.00 per hour for attending those BOCES' workshops scheduled throughout the months of June, July, and August. Teachers must submit a conference request form to their building administrator for approval.

- G. Commencing July 1, 2000, the District members of this bargaining unit will be paid \$15.00 per hour for summer curriculum project writing throughout the months of June, July, and August. Teachers must submit an application to the summer curriculum review committee for approval.
- H. Salary Scales for 2003-2004, 2004-2005, 2005-2006 are attached hereto as Appendix C.

ARTICLE V

FRINGE BENEFITS

A. Health Insurance:

~~The Board will pay for each teacher covered by this agreement who elects to participate.~~

1. Ninety percent (90%) of the premium for individual coverage.
2. Eighty percent (80%) of the premium for coverage of the teachers' family plan.
3. During the life of this contract, benefits for future retirees shall be no less than those enjoyed by current retirees.
4. As a result of the withdrawal by the Beaver River Teachers' Association of the improper practice charge, U-18401, and the grievance of 1996 relating to healthcare, the Beaver River Central School District agrees that in the event that the healthcare plan provides any additional monies and/or benefits that the District will follow the recommendation of the Board of Trustees and make members of the Beaver River Teachers' Association whole.
5. Should the Board decide to change carriers and/or health insurance plans during the term of this agreement, the Association shall be represented on the study group and the new policy shall be presented to the Association for its recommendations thirty (30) days prior to the Board's intent to change policies.
6. Any new health insurance plan shall provide benefits equal to or better than those provided by the previous carrier in consideration of the total plan and/or the majority of the staff.

B. Dental Insurance:

The Board will pay 50% of the individual premium and 50% of the unit members family plan premium for a dental insurance plan which shall be equal to or better than the Blue Shield of Central New York Plan as follows: Schedule A. for Basic, Supplemental Basic, Periodontics, Prosthetics, and College Students to age 25.

C. Sick Leave Bank:

1. The Board of Education and the Beaver River Teachers' Association agree that a Sick Leave Bank (hereinafter known as the Bank), would provide a significant measure of financial protection for employees. The sole purpose of the Bank is to provide additional sick leave to members who have exhausted their own sick leave and who require additional days for a prolonged illness or disability.

2. The Bank shall be governed by a Board of Trustees (hereinafter known as the Trustees), composed of two members appointed by the Board of Education, two members appointed by the Beaver River Teachers' Association, and a member mutually agreed upon by the other Trustees. The BRTA and the "Board" reserve the right to change their representatives at any time.
3. The Trustees shall act on all Bank requests within five school days and notify the applicant immediately of their decision.
4. A decision will be binding when four of the Trustees are in agreement.
5. Records relating to the request for Bank days will be confidential and will be the exclusive property of the Trustees.
6. Following the initial membership period, to be determined by the Trustees, employees may make application each subsequent September prior to the end of the second pay period. Applications shall be made on the appropriate form available from the Business Office or Trustees. New teachers shall make application within 30 days of starting employment.
7. At the initiation of the Bank, current employees desiring to join the Bank will pay an initiation fee of two days each. Effective in the school year 1978-79 and thereafter, to maintain membership, a member must donate the number of days determined by the Trustees (this donation is not to exceed two days per member).
8. During the course of the year, if the Bank falls below fifty days, the membership must donate an additional number of days determined by the Trustees (this number is not to exceed two days per member for each donation period).
9. Any member of the Bank who has exhausted his/her sick leave prior to additional donation periods will not be dropped from the bank because of the inability to contribute days.
10. Members will continue from year to year without the necessity of filing a new application each year.
11. Members wishing to withdraw from the Bank should notify the Trustees in writing prior to the end of the second pay period in September.
12. Only members of the Sick Leave Bank are eligible to receive days from the Bank.
13. After the initial year, the Trustees will publish the official list of the individuals in the sick leave bank by October 15, of each year. The Superintendent, the Business Office, and each member will receive a copy of the list.
14. Membership in the Bank shall be open to employees in the instructional unit. Use of Bank days shall be governed by the following rules:
 - a. Members who withdraw from the Bank will not be eligible to withdraw (their) days donated to the bank. Days donated are non-refundable.
 - b. A member is not eligible for Bank days prior to the exhaustion of personal sick leave. When it becomes apparent that a member's illness will exhaust the personal sick leave available, application can be made for Bank days. A doctor's statement must accompany the application.
 - c. After a member has exhausted his/her personal sick leave, a waiting period of five working days must occur before drawing days from the Bank. This waiting period shall only apply once during the academic year.

- d. The member making application for use of the bank days shall submit such information as the Trustees shall request. The member will meet with the Trustees, if necessary, to determine whether such application will be approved. The decision of the Trustees will be rendered in writing, a copy sent to the member and a copy put in the member's bank file. The Business Office will receive written notification of the number of days to be allowed for an individual. If the member does not use the total number of days allowed, the excess will be returned to the Bank.
 - e. The Trustees may require a second medical opinion by a doctor designated and paid for by the Board of Education.
 - f. Any member making a false statement(s) in an application for Bank days or in any proof or statement in connection therewith, or who shall attempt to deceive the Trustees, shall be guilty of fraud, punishable by immediate suspension from the sick leave bank for a period of time to be determined by the Trustees. Any members who are guilty of fraud are not eligible to withdraw days donated to the Bank.
 - g. Applications must be filed within two weeks following the exhaustion of a person's sick leave. If members are incapable of filing for benefits in their behalf, another person may apply for them.
 - h. The Bank shall not be available for use in cases of family illness.
 - i. Sick leave payments will terminate with the last pay period of the school year.
15. These Rules and Regulations governing the Bank may be changed upon recommendations of the Trustees and concurrence of the Board of Education and the Beaver River Teachers' Association.

D. IRS 125 Plan

The District will expand the premium-only 125 flexible benefit plan not later than July 1, 1998. This plan will include premiums, unreimbursed Medical Expenses, and childcare. The maximum allowed per individual employee will be \$3,000 and for an employee with a family of one or more dependents, \$5,000, or not to exceed the maximum allowed by the Internal Revenue Service.

E. Direct Deposit Payroll

Beginning July 1, 1994, the District will commence a direct deposit payroll plan with local banks.

ARTICLE VI LEAVES OF ABSENCE

A. Unpaid Leaves:

- 1. Unpaid leaves of absence may be granted for up to one year to encompass maternity, child care, education, military, extended illness, etc.
- 2. The recipient of unpaid leave of absence earns no substantive benefits accorded working unit members, (i.e., district payment of health and dental insurance premiums, accrual of seniority, use or accumulation of sick leave or personal leave days).

- a. Unit members on unpaid leave may continue to participate in all group health insurance programs by payment to the district of 100% of the premiums during the period of leave, subject to the carrier's approval.
3. Seniority and sick leave time earned prior to the commencement of unpaid leaves shall not be diminished by such leave. For the purpose of this provision, a unit member who has worked more than 90 classroom days in any school year during which the leave begins shall be credited with one full year of teaching so far as step placement in the district is concerned.
 4. All requests for unpaid leave are to be submitted to the Superintendent. Requests shall state the reason for the request, commencement date and the termination date.
 - a. The commencement and termination date of unpaid leave requests shall fall at the start or end of a marking period unless there is a mutual agreement between the unit member and the Superintendent for an alternate, mutually acceptable date.
 5. The Board of Education has the right to approve or reject requests for unpaid leave.
- B. Paid Leaves:
1. Sick Leave: Twelve days per year shall be credited at the start of the school year, with days accumulated to 180 days. For any absence of more than five (5) successive school days to be charged to sick leave, a doctor's statement may be required upon the teacher's return, stating the nature of the illness.
 - a. Up to six (6) of the above twelve days may be used for reasons of "remedial treatment" or "sickness in the family".
 2. Personal Leave: Three (3) personal business days may be used for business that cannot be conducted other than during the school day.
 - a. No reason for absence other than the identification "personal business" shall be required provided that the unit member notifies the Superintendent, in writing, at least forty-eight (48) hours in advance.
 - b. In the case of emergency, the forty-eight hour requirement may be waived and the person using the day may be required to show that advance notice was not possible.
 - c. Days shall not be taken within three(3) days prior to or after a scheduled vacation or holiday, if such use would extend the vacation or holiday period.
 - d. Personal business leave days may be used immediately prior to or after a scheduled vacation or holidays for such reasons as: attendance in court, funeral outside the family, family weddings, graduation, impassable roads, accidents, taking or picking-up a child at college.
 - e. Unused personal business days shall accumulate in the following school year as sick days.
 3. Leaves covered under B, 1 and 2 of this ARTICLE shall be prorated for newly hired part-time employees hired after June 30, 1984. No unit member currently employed and then reduced shall be effected by this article change. Leaves shall be prorated according to the type of prorated schedule worked by the teacher. The President shall be notified in writing of the specifics of all prorated schedules.

4. Bereavement Leave: Up to five (5) days per occurrence will be granted to unit members for bereavement in the event of a death in the immediate family. These days will not be deducted from sick or personal leave.
 - a. "Immediate Family" is defined as spouse, child, mother, father, grandparents, sister, brother, niece, nephew, grandchild, aunt, uncle by blood, marriage, or legal adoption.
 5. In the event of an extreme emergency (terminal illness of a parent, parent-in-law, brother, sister, or child), the Superintendent may at his/her discretion grant the use of accumulated personal sick leave to unit members after all other appropriate leaves have been exhausted.
 6. Association Business: A total of five Association Business Leave Days with pay will be available to officers of the BRTA. These will be taken to attend events which are of educational value to the District. No more than one officer can use these on any given day. The President shall be responsible for the allocation and use of these days and shall file a brief written report to the Superintendent. These days will not be deducted from other leaves.
- C. Any unit member who must be absent less than one hour before the close of classes may, with the permission of the building principal, find another teacher to voluntarily cover his/her classes, at no cost to the individual's sick or personal leave. Such action must present no additional cost to the district. In cases of emergency, the administration will be responsible for finding persons to cover for members who have to leave.
- D. Unexcused absences will result in full loss of pay for the period in question. Rate of daily pay shall be calculated as follows:
- 10 month employees = 1/200 of annual salary
 - 11 month employees = 1/220 of annual salary
 - 12 month employees = 1/240 of annual salary
- E. Each unit member who expects to be absent must notify the secretary to the Superintendent no later than 7:30 A.M. so that time may be available for calling a substitute. The Superintendent's Office will call all substitutes. Absent members must notify the District Office before the end of the day preceding return so that the substitute may be informed that his or her services will not be needed at the next session.
- F. A teacher will be granted leave to serve on jury duty without loss of pay. Any compensation received by the teacher for such service, exclusive of mileage and meals, shall be returned to the school. Requests for leave for jury duty must be approved by the Superintendent.
- G. Sabbatical
- The District may request teachers to complete Summer Sabbaticals in areas which would benefit the District. The District will pay for tuition up to the amount of SUNY tuition and any other required college fees including textbooks.

ARTICLE VII

COMMITTEE WORK

The District hereby reserves the right to create such committees as may be necessary for the maintenance of the educational system. The following committee guidelines are deemed appropriate:

1. To be established as a committee, it must:

- a. be appointed by the administration
 - b. have an agenda and anticipate a meeting time of approximately ten hours per year in actual time spent working together outside school hours.
2. Members shall be apprised as to both general and specific goals for committees.
 3. Administration shall bear the responsibility for appointing committee Chairmen and creating written charges as regards committee goals, obligations, etc.
 4. Teachers may be appointed to one committee at the request of the administration. In the event additional committees are needed, the administration may seek volunteers to be on a second committee. If no volunteers are available within a five-day period, the administration may appoint any teacher to an additional committee. No more than two involuntary committee assignments per member per year may be made by the District.
 5. Recommendations as may ensue from formal committee interaction shall be written and presented to the Administrator who created the original committee charge.

ARTICLE VIII

JOINT CONFERENCE COMMITTEE

A joint Conference Committee shall be established consisting of Association members and Administrative staff. Said committee shall meet as frequently as need dictates. The purpose of the committee shall be to provide an ongoing communications arena for discussion of the working arrangements and interplay between District policy as established by management and operational or procedural requirements.

ARTICLE IX

PERSONNEL RECORDS

- A. The official personnel file on each teacher shall be kept in the District Office. No other official file of personnel matters will be maintained by the District. This does not preclude supervisors from keeping private files for their own use.
- B. Teachers shall have the right, upon verbal request, during the subsequent twenty-four hour school day, to review their personnel file. They shall be supplied a copy of any documents contained therein not previously furnished. A teacher is entitled to have another member of the local Association present during such a review.
- C. Teachers shall receive copies of all material which could be used in a disciplinary or evaluative manner. The teacher shall sign such documents to be placed in the personnel file. Such signature indicates only that the teacher has seen the material. If the teacher wishes, he may submit a written response to any material placed in his file. Such written response shall be attached to the pertinent document and become part of the teacher's official file.

All material in a teacher's personnel file will be signed by the Superintendent and the faculty member involved. If a teacher refuses to sign any official material, the Association President will be notified and will attest to this fact on the material in question.

Any old material of a disciplinary or evaluative nature or that could be used as such, that is unsigned either by an administrator or by the unit member in question shall be removed from the official personnel file after discussion between the teacher and the Superintendent takes place.

- D. Unless an incident has been reduced to writing within ten (10) days from the time of receipt of written notification, exclusive of summer vacation period, it may not be added to the personnel file.
- E. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy. The teacher shall have ten (10) school days, exclusive of the summer vacation period, from the date of his/her examination of the contested material, to answer such material. The teacher and the person responsible for the initial material being filed shall sign the response.
- F. Only materials in the teachers' official file, and filed prior to any recommendations, may be used by the District in any action which could result in any negative consequences for the teacher.
- G. No material in a teacher's file will be released to other than District personnel in the course of their duties without that teacher's permission.

ARTICLE X

PROTECTION OF CHAPERONS

- A. The Board will provide a peace officer in uniform at all dances and basketball games. Furthermore, the Board will prescribe in writing the responsibilities of members of the unit acting as chaperons at various extracurricular activities. Such chaperons will not be expected to employ physical force in the maintenance of order and decorum at such activities, but will refer such matters to the peace officer in attendance.
- B. In the event of a workers' compensation claim due to an assault upon a unit member in the course of the reasonable discharge of his/her duties, such assault by other than a BRCS employee, if such assault is compensable under the workers' compensation program, then up to thirty days full pay within the normal school year shall be allowed without deduction from the teacher's accumulated sick leave.
- C. A paid chaperoning assignment will be offered first to unit members who volunteer before any non-unit member is employed.

ARTICLE XI

EXTRA PAY FOR EXTRA RESPONSIBILITIES

- A. No position shall receive a cut in pay, but shall remain at the present level until their yearly increment gives them an increase.
- B. Personnel filling two positions in the same or a similar field and conducting sessions concurrently shall be paid an extra amount equal to 20% of the lower base salary.
- C. The Board of Education hereby reserves the unilateral and unrivalled right to create and/or abolish positions.
- D. Such positions as may be designated in Appendix B shall be reviewed annually for appropriateness. All appointments of staff members to these assignments shall be on an annual basis. Such appointments shall be renewable if acceptable to the Board of Education.

All extra pay vacancies shall be posted in the faculty room and office bulletin boards before the vacancy is filled.

- E. All personnel appointed or reappointed to such annual positions shall be compensated on the basis of the contractually agreed extra pay package.
- F. Increments for extra pay responsibilities are based on numbers of years experience in that activity.
- G. Revision of extra pay positions with regard to category assignment are subject to a negotiated agreement between the Administration and the Association.
- H. Personnel moving to a different level in the same sport or to a similar activity will be given full credit for all prior years of experience in the same sport or similar activities.
- I. All coaches qualifying for sectional pay will receive their remaining regular coaching pay within three weeks of the last regular season game. Coaches will be paid for the sectional activity at the conclusion of their coaching duties.
- J. All requests for new or additional extra pay positions must be submitted to the Superintendent in writing.
- K. See Appendix A - Sectional and Extra Pay Language. See Appendix B - Extra Pay Responsibilities and Salaries.

ARTICLE XII

VACANCIES AND TRANSFERS

- A. Notice of unit vacancies for the succeeding school year shall be posted in each office. The posted notice shall contain a specific date for applying for such positions and will be posted for ten (10) working days prior to application deadline.
- B. Involuntary transfers and reassignments will be based on sound education policy. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the elementary or secondary principal as it applies.
- C. The administration will make every good faith effort to notify affected teachers by June 1 of any such involuntary transfer or reassignment.

ARTICLE XIII

STAFFING

- A. Whenever a reduction in force or elimination of a position is required by economic or educational requirements, the Board will first seek to make the adjustment through attrition.
- B. In the event any reduction is contemplated which might result in a layoff, the Superintendent will notify the Association President thirty (30) days prior to the Board meeting, with the person's consent to notification. This notification will be in writing and reasonable time will be provided under all circumstances, for the Association to respond and make a written and/or oral recommendation concerning the proposed reduction to the Board and Superintendent before a final decision is reached.
- C. If no response or recommendation from the Association is forthcoming, the Board shall have no further obligation under this article.

ARTICLE XIV MISCELLANEOUS

A. Contract Agreement

This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

The invalidity of any provision hereof, shall not affect, impair, or invalidate the remainder, but shall be confined to such provision directly involved in the controversy in which such validity was determined.

Nothing herein contained is intended, nor shall it have the effect of abridging or violating the rights and obligations according to or imposed upon the respective parties by the Education Law of the State of New York.

B. Teacher Rights

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as may be held under New York Law or other applicable laws and regulations.

C. Printing of Agreement

The Board shall be responsible for the printing of this agreement. The Association shall be responsible for the preparation and distribution of the printed document. Additional copies shall be provided to the Association.

D. Association Rights

The Association shall have the right to use the school building without cost at reasonable times for meetings. The Association President shall have the right to schedule Association meetings in the school building before and after school provided that such meetings do not conflict with scheduled faculty meetings or with the educational program.

E. Teacher's Handbook

Every effort will be made to keep the teacher's handbook current relative to Board policies and administrative regulations at the beginning of the school year. Teachers will be informed of policies adopted by the Board of Education and administrative regulations developed during the year.

Whenever a change in the Handbook is made, except for routine updating, the change will be underlined.

F. School Visitation

Recognized representatives of the BRTA affiliated association shall be permitted to transact unit business with members during unassigned time during the school day. Such representatives shall sign in at the school office prior to each visitation. Such visitations will not interfere in any way with either students or the instructional program.

G. Retirement Credit for Unused Sick Days

Any member of the bargaining unit who is eligible to retire and at least fifty-five (55) years of age and who has taught at least fifteen (15) years in the Beaver River Central School

District shall be eligible for a retirement incentive should he/she submit a letter of his/her intent to retire six (6) months before the effective retirement date to the Superintendent; and submit an irrevocable letter of resignation for retirement at least forty-five (45) days prior to the effective retirement date to the Board of Education.

The District will pay to the eligible retiree \$45 per day during the 2003-2004 school year, \$30 per day during the 2004-2005 school year, and \$30 per day during the 2005-2006 school year if they have accumulated 230 days of sick leave. If the sick leave of 230 days has not been accumulated, the District will pay the per day rate as stated above for each accumulated day on the date of retirement. Days accumulated beyond 180 days up to a maximum of 230 days shall be available only for the buyout benefit at retirement and may not be used as paid sick days under Article VI, Section B, during active employment.

H. A 30-day review period will be established each January to discuss areas of concern between representatives of the District and the Beaver River Teachers' Association. No decisions need be made.

I. Mentor Program

It is mutually agreed by both parties that the improvement of teaching is desirous and important. The Board may appoint a mentor, if needed and in accordance with S.E.D. regulations, to work closely with, monitor, and provide professional development for uncertified unit members. Appointed mentors in the program shall receive additional compensation at the rate of 1/200 of the annual 10 month salary per day.

J. Smoking Policy

Commencing July 1, 1994, no employee will be allowed to smoke on school property or in any school building or vehicle.

K. The Beaver River Central School District Teachers' Association President will be provided with a copy of the Beaver River Central School Board of Education Policy Manual. The President will receive any Board of Education approved revision to the manual within ten (10) working days.

ARTICLE XV

JUST CAUSE

No tenured teacher will be disciplined or discharged except for just cause. A teacher with 3020-a charges against him/her must choose either just cause arbitration or the 3020-a procedure to address the complaint, but not both. Because of cost factors, however, the Beaver River Teachers Association must agree to the individual using just cause arbitration.

ARTICLE XVI

EVALUATION

Each non-tenured teacher will receive a minimum of two(2) evaluations each school year.


ARTICLE XVII
DURATION OF AGREEMENT

A. Notice Under Section 204-A of the Civil Service Law

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

B. The provisions of this agreement shall be effective as of July 1, 2003, and shall remain in full force and effect until June 30, 2006.

**BEAVER RIVER CENTRAL SCHOOL
DISTRICT**

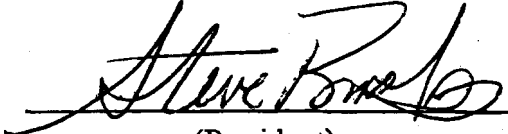


(Superintendent)

2-5-04

(Date)

**BEAVER RIVER CENTRAL SCHOOL
TEACHERS' ASSOCIATION**



(President)

2/5/04

(Date)

APPENDIX A

Sectional and Extra Pay Language

All extra pay activities have been paid to their last regular event such as league play-offs or last scheduled meet. Any activity qualifying for post sectional play will be reimbursed at a rate of \$15.00/day for days season is extended beyond the last regular scheduled event for any extra day excluding actual day of competition and Sundays. Sports whose sectionals take place during their regular season will be paid only for their sectional or state contest at a rate of \$10.00/hour.

Pay activities - Beginning during a regular school day time will begin at 3:30 P.M. The bus drivers' time log will be used on away contests and home meets can be easily figured.

\$15/day season extended

\$10/hour for section or state contest time which includes total student contact and travel time.

\$150 for overnight stays and competition in section or state events (2 days).

This sectional/state extra pay concept will be implemented in 1987-88 school year.



Extra Pay for Extra Responsibilities

Category I

Varsity Basketball
Varsity Football
Varsity Volleyball
Varsity Wrestling
Yearbook Advisor

Category II

Varsity Baseball
Varsity Soccer
Varsity Softball
Varsity Swimming
Varsity Track
Varsity X-Country

Category III

JV Basketball
Asst. Football
JV Volleyball
JV Wrestling
Tennis
JV Football

Category IV

JV Baseball
Varsity Cheering Basketball
Varsity Cheering Football
Golf
Rifle
JV Soccer
JV Softball
Asst. Track
Asst. X-Country

Category V

Band Director
Cheering Football
JV Cheering Basketball
Choral Director
Co-Class Adv. Sr.
Adult Ed. Coordination
Assistant JV Football
F.F.A.
F.H.A. H.S.
F.H.A. J.H.
Modified Sports
Musical Director
Boys Modified Soccer

Category VI

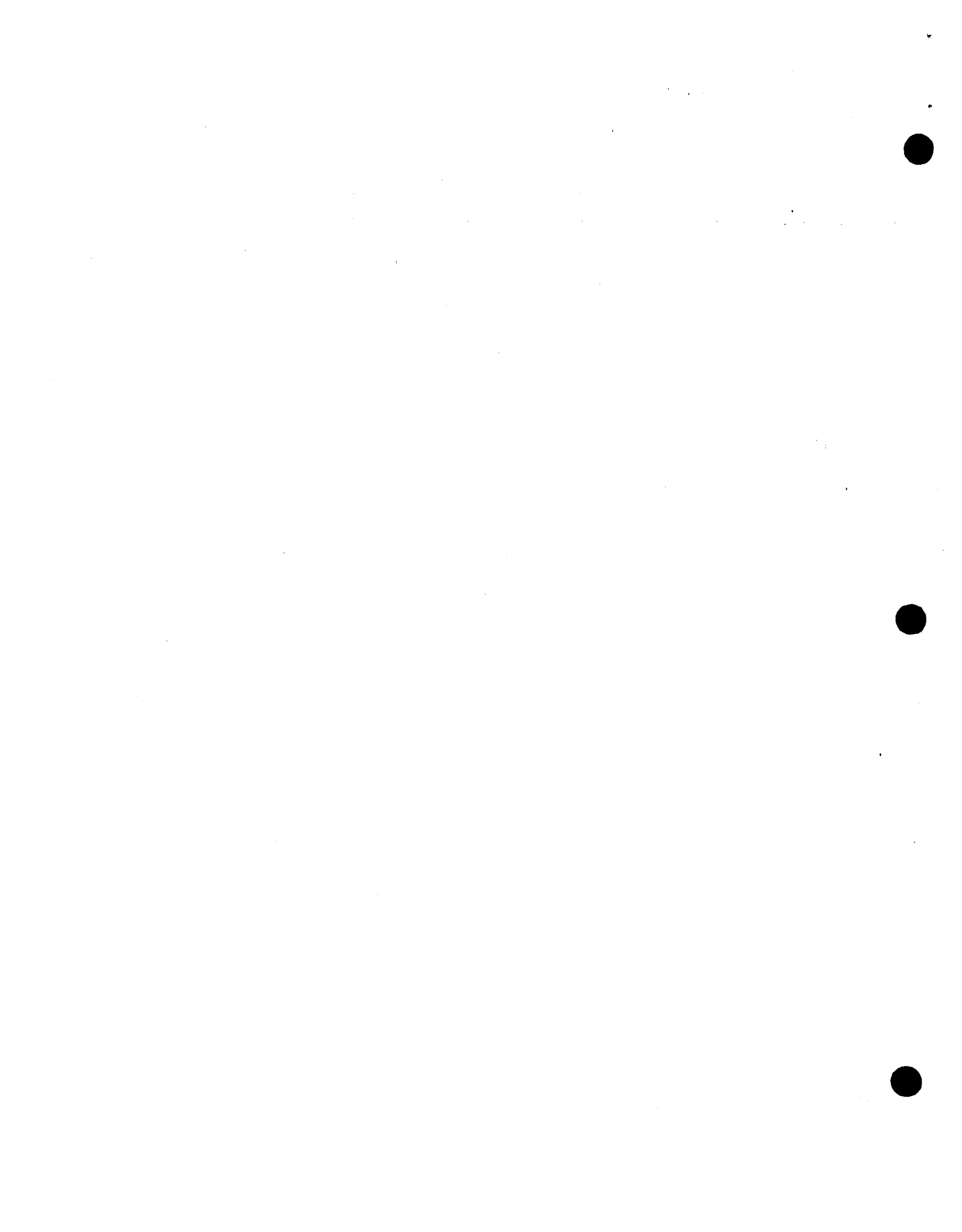
Bowling
Co-Class Adv Junior
G.A.A. Advisor
Language Club
Musical Band Director
Musical/Vocal Director
Student Council S.H.
Student Council J.H.
Varsity Club
Junior High/Elem Band
Future Teachers Assoc.
Art Club

Category VII

Co-Class Adv. Freshman
Co-Class Adv. Sophomore
Intramurals
Odyssey of the Mind
(split between coaches per team)
School Magazine

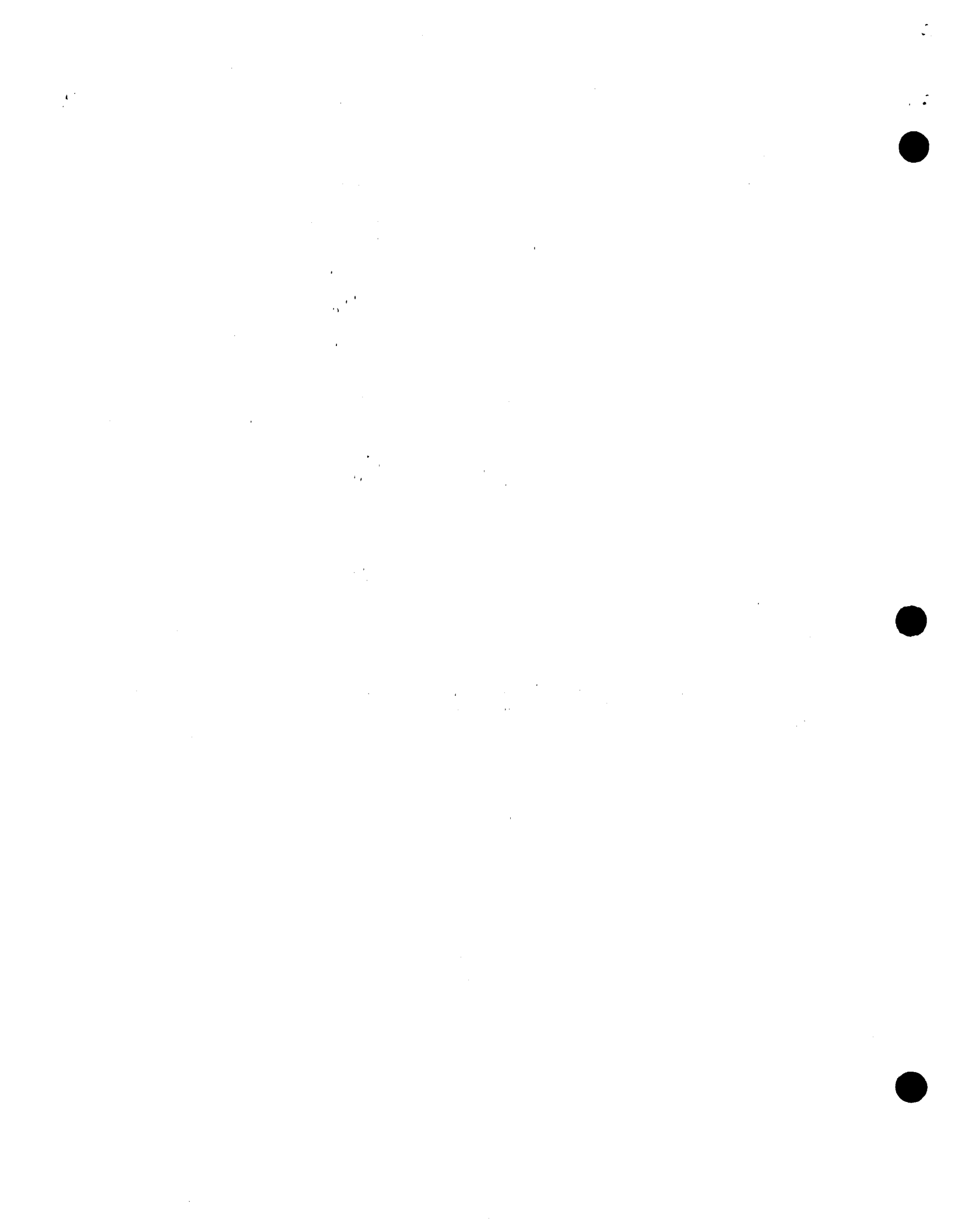
Category VIII

Honor Society
Musical Costumes
Musical Make-up
SADD Advisor
Student Council Elem.
Dead Poets Society



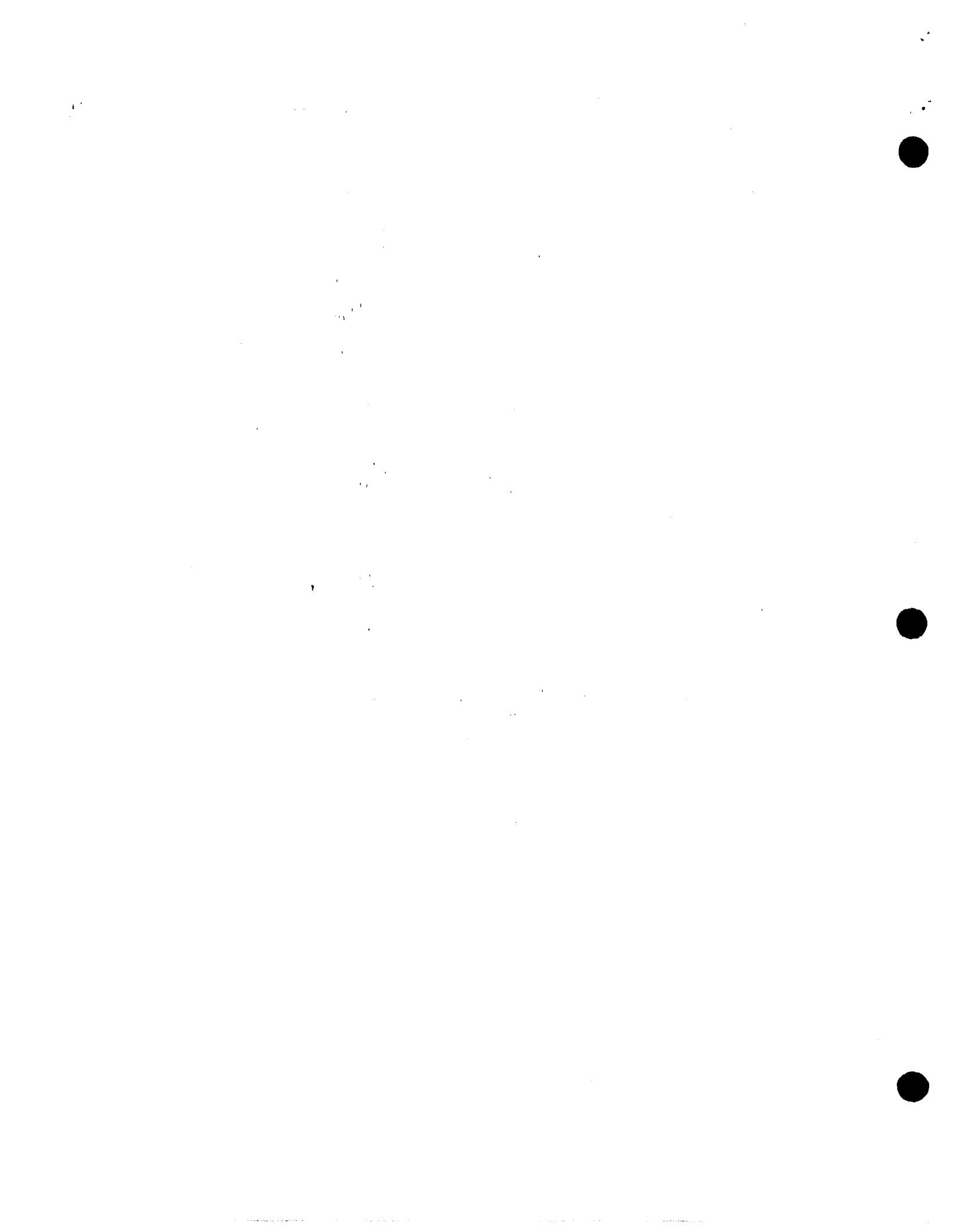
APPENDIX B

YEAR 2003-04		7.50%	6.50%	5.35%	4.35%	3.10%	2.10%	1.60%	1.35%
		1	2	3	4	5	6	7	8
31,719	1	\$2,379	\$2,062	\$1,697	\$1,380	\$983	\$666	\$508	\$428
32,269	2	\$2,420	\$2,097	\$1,726	\$1,404	\$1,000	\$678	\$516	\$436
32,818	3	\$2,461	\$2,133	\$1,756	\$1,428	\$1,017	\$689	\$525	\$443
33,596	4	\$2,520	\$2,184	\$1,797	\$1,461	\$1,041	\$706	\$538	\$454
34,229	5	\$2,567	\$2,225	\$1,831	\$1,489	\$1,061	\$719	\$548	\$462
34,977	6	\$2,623	\$2,274	\$1,871	\$1,521	\$1,084	\$735	\$560	\$472
37,097	7	\$2,782	\$2,411	\$1,985	\$1,614	\$1,150	\$779	\$594	\$501
37,772	8	\$2,833	\$2,455	\$2,021	\$1,643	\$1,171	\$793	\$604	\$510
38,447	9	\$2,884	\$2,499	\$2,057	\$1,672	\$1,192	\$807	\$615	\$519
39,276	10	\$2,946	\$2,553	\$2,101	\$1,709	\$1,218	\$825	\$628	\$530
40,107	11	\$3,008	\$2,607	\$2,146	\$1,745	\$1,243	\$842	\$642	\$541
40,938	12	\$3,070	\$2,661	\$2,190	\$1,781	\$1,269	\$860	\$655	\$553
41,767	13	\$3,133	\$2,715	\$2,235	\$1,817	\$1,295	\$877	\$668	\$564
42,599	14	\$3,195	\$2,769	\$2,279	\$1,853	\$1,321	\$895	\$682	\$575
43,635	15	\$3,273	\$2,836	\$2,334	\$1,898	\$1,353	\$916	\$698	\$589



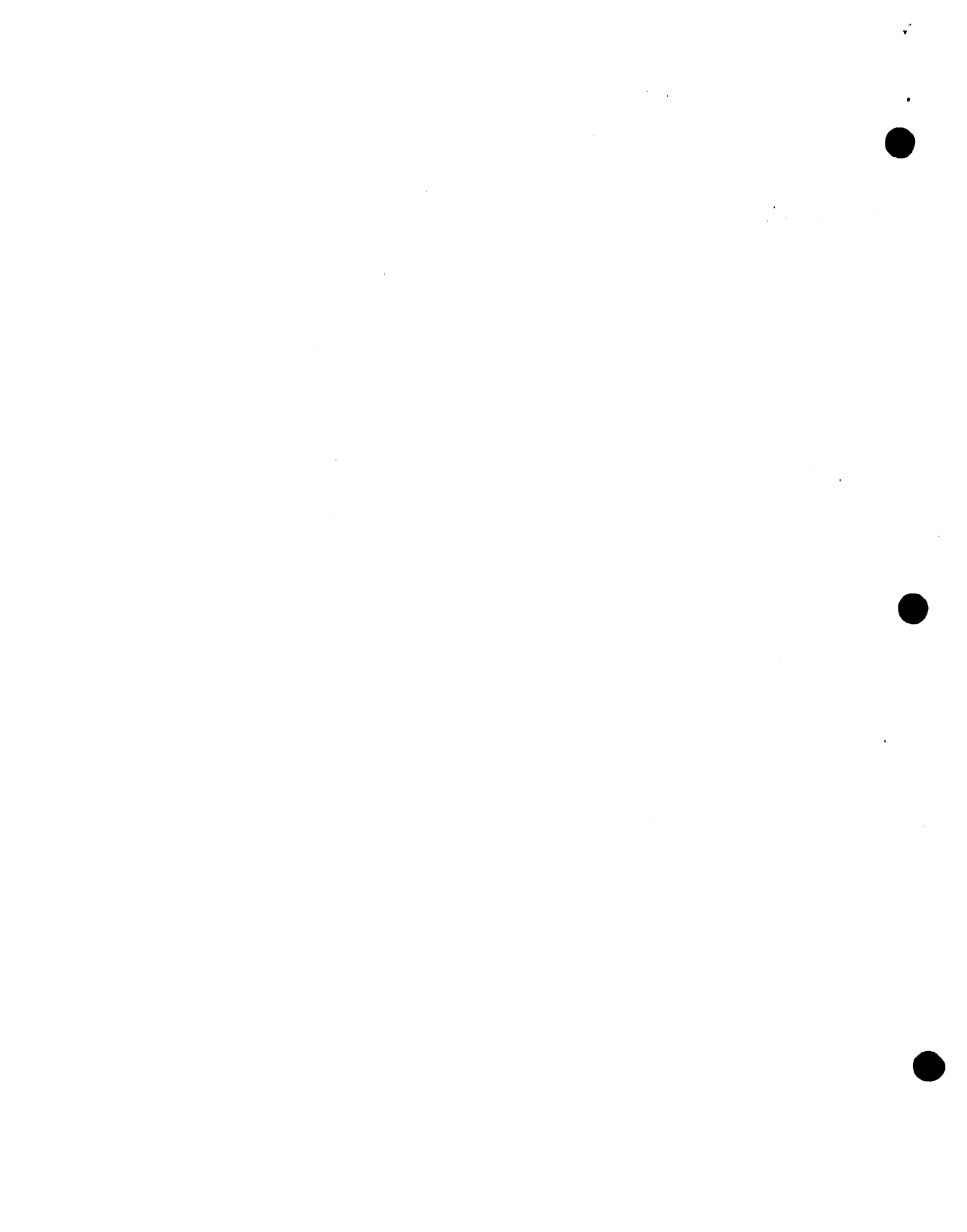
APPENDIX B

YEAR 2004-05		7.50%	6.50%	5.35%	4.35%	3.10%	2.10%	1.60%	1.35%
		1	2	3	4	5	6	7	8
32,235	1	\$2,418	\$2,095	\$1,725	\$1,402	\$999	\$677	\$516	\$435
32,785	2	\$2,459	\$2,131	\$1,754	\$1,426	\$1,016	\$688	\$525	\$443
33,334	3	\$2,500	\$2,167	\$1,783	\$1,450	\$1,033	\$700	\$533	\$450
34,112	4	\$2,558	\$2,217	\$1,825	\$1,484	\$1,057	\$716	\$546	\$461
34,745	5	\$2,606	\$2,258	\$1,859	\$1,511	\$1,077	\$730	\$556	\$469
35,493	6	\$2,662	\$2,307	\$1,899	\$1,544	\$1,100	\$745	\$568	\$479
37,593	7	\$2,819	\$2,444	\$2,011	\$1,635	\$1,165	\$789	\$601	\$508
38,268	8	\$2,870	\$2,487	\$2,047	\$1,665	\$1,186	\$804	\$612	\$517
38,943	9	\$2,921	\$2,531	\$2,083	\$1,694	\$1,207	\$818	\$623	\$526
39,772	10	\$2,983	\$2,585	\$2,128	\$1,730	\$1,233	\$835	\$636	\$537
40,603	11	\$3,045	\$2,639	\$2,172	\$1,766	\$1,259	\$853	\$650	\$548
41,434	12	\$3,108	\$2,693	\$2,217	\$1,802	\$1,284	\$870	\$663	\$559
42,263	13	\$3,170	\$2,747	\$2,261	\$1,838	\$1,310	\$888	\$676	\$571
43,095	14	\$3,232	\$2,801	\$2,306	\$1,875	\$1,336	\$905	\$690	\$582
44,135	15	\$3,310	\$2,869	\$2,361	\$1,920	\$1,368	\$927	\$706	\$596



APPENDIX B

YEAR 2005-06		7.50%	6.50%	5.35%	4.35%	3.10%	2.10%	1.60%	1.35%
		1	2	3	4	5	6	7	8
34,500	1	\$2,588	\$2,243	\$1,846	\$1,501	\$1,070	\$725	\$552	\$466
34,618	2	\$2,596	\$2,250	\$1,852	\$1,506	\$1,073	\$727	\$554	\$467
34,736	3	\$2,605	\$2,258	\$1,858	\$1,511	\$1,077	\$729	\$556	\$469
34,854	4	\$2,614	\$2,266	\$1,865	\$1,516	\$1,080	\$732	\$558	\$471
35,489	5	\$2,662	\$2,307	\$1,899	\$1,544	\$1,100	\$745	\$568	\$479
36,239	6	\$2,718	\$2,356	\$1,939	\$1,576	\$1,123	\$761	\$580	\$489
38,359	7	\$2,877	\$2,493	\$2,052	\$1,669	\$1,189	\$806	\$614	\$518
39,034	8	\$2,928	\$2,537	\$2,088	\$1,698	\$1,210	\$820	\$625	\$527
39,709	9	\$2,978	\$2,581	\$2,124	\$1,727	\$1,231	\$834	\$635	\$536
40,539	10	\$3,040	\$2,635	\$2,169	\$1,763	\$1,257	\$851	\$649	\$547
41,370	11	\$3,103	\$2,689	\$2,213	\$1,800	\$1,282	\$869	\$662	\$558
42,201	12	\$3,165	\$2,743	\$2,258	\$1,836	\$1,308	\$886	\$675	\$570
43,031	13	\$3,227	\$2,797	\$2,302	\$1,872	\$1,334	\$904	\$688	\$581
43,931	14	\$3,295	\$2,856	\$2,350	\$1,911	\$1,362	\$923	\$703	\$593
44,981	15	\$3,374	\$2,924	\$2,406	\$1,957	\$1,394	\$945	\$720	\$607



**BEAVER RIVER CSD TEACHERS' AGREEMENT
SALARY SCHEDULES 03-06**

03-04			04-05			05-06					
B.S	B.S +30	B.S.+60	B.S	B.S +30	B.S.+60	B.S	B.S +30	B.S.+60			
1	31719	33069	34419	1	32235	33585	34935	1	34500	35850	37200
2	32269	33619	34969	2	32785	34135	35485	2	34618	35968	37318
3	32818	34168	35518	3	33334	34684	36034	3	34736	36086	37436
4	33596	34946	36296	4	34112	35462	36812	4	34854	36204	37554
5	34229	35579	36929	5	34745	36095	37445	5	35489	36839	38189
6	34977	36327	37677	6	35493	36843	38193	6	36239	37589	38939
7	37097	38447	39797	7	37593	38943	40293	7	38359	39709	41059
8	37772	39122	40472	8	38268	39618	40968	8	39034	40384	41734
9	38447	39797	41147	9	38943	40293	41643	9	39709	41059	42409
10	39276	40626	41976	10	39772	41122	42472	10	40539	41889	43239
11	40107	41457	42807	11	40603	41953	43303	11	41370	42720	44070
12	40938	42288	43638	12	41434	42784	44134	12	42201	43551	44901
13	41767	43117	44467	13	42263	43613	44963	13	43031	44381	45731
14	42599	43949	45299	14	43095	44445	45795	14	43931	45281	46631
15	43635	44985	46335	15	44135	45485	46835	15	44981	46331	47681
16	44674	46024	47374	16	45185	46535	47885	16	46031	47381	48731
17	45712	47062	48412	17	46385	47735	49085	17	47231	48581	49931
18	46749	48099	49449	18	47785	49135	50485	18	48631	49981	51331
19	47787	49137	50487	19	48985	50335	51685	19	49831	51181	52531
20	48825	50175	51525	20	50185	51535	52885	20	51031	52381	53731
21	49862	51212	52562	21	51585	52935	54285	21	52431	53781	55131
22	51005	52355	53705	22	52985	54335	55685	22	53906	55256	56606
23	52405	53755	55105	23	54735	56085	57435	23	55035	56385	57735
24	55244	56594	57944	24	56382	57732	59082	24	56805	58155	59505
25	57244	58594	59944	25	58029	59379	60729	25	58452	59802	61152
				26	59851	61201	62551	26	60100	61450	62800
								27	62037	63387	64737

