



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: **Belleville Henderson Central School District and Belleville Henderson Education Association (2005)**

Employer Name: **Belleville Henderson Central School District**

Union: **Belleville Henderson Education Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **4594**

Unit Size:

Number of Pages: **22**

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/4574

AGREEMENT

Between The

CHIEF SCHOOL ADMINISTRATOR

of the

BELLEVILLE HENDERSON CENTRAL SCHOOL

and the

BELLEVILLE HENDERSON EDUCATION ASSOCIATION

July 1, 2005 - June 30, 2008

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

SEP 20 2008

ADMINISTRATION

TABLE OF CONTENTS

ARTICLE I: RECOGNITION 1

ARTICLE II: NEGOTIATIONS 1

ARTICLE III: FAIR DISCIPLINE 2

ARTICLE IV: PERSONNEL FILES 3

ARTICLE V: GRIEVANCE PROCEDURE 4

ARTICLE VI: LEAVES OF ABSENCE 6

ARTICLE VII: HEALTH INSURANCE 8

ARTICLE VIII: PAYROLL AND DEDUCTIONS 9

ARTICLE IX: PROFESSIONAL RESPONSIBILITIES 11

ARTICLE X: SALARY 12

ARTICLE XI: MISCELLANEOUS PROVISIONS 13

ARTICLE XII: EQUALITY OF OPPORTUNITY 15

ARTICLE XIII: TEACHER WORKDAY 15

ARTICLE XIV: SCHOOL CALENDAR AND WORK YEAR 15

ARTICLE XV: AGREEMENT 15

APPENDIX A: SALARY SCHEDULES 2005-2006; 2006-2007; 2007-2008



ARTICLE I: RECOGNITION

The Belleville Henderson Central School District Board of Education having determined that the Belleville Henderson Education Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel, except the Chief School Administrator, hereby recognizes the Belleville Henderson Education Association as the exclusive negotiating agent for all full-time and part-time teachers employed by this District. Such recognition shall extend unchallenged until that period of time as provided by Section 201.3 of the Taylor Law.

The Board agrees not to negotiate with individual teachers and/or any teacher organization other than the Belleville Henderson Education Association for the duration of this Agreement.

ARTICLE II: PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1.0 Negotiating Teams

- 1.1 The Chief School Administrator and/or designated representatives will meet with representatives designated by the Belleville Henderson Education Association for the purpose of negotiating mutually satisfactory agreements.

Section 2.0 Negotiating Procedures

- 2.1 The Chief School Administrator and/or his representatives shall meet with the representatives of the Belleville Henderson Education Association at times and places mutually acceptable for the purpose of exchanging proposals and counterproposals for the purpose of effecting a free exchange of facts and opinions in an effort to reach mutual understanding and agreement.

Section 3.0 Consultants

- 3.1 Either party may call upon consultants to assist in negotiations, or to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

Section 4.0 Reaching Agreement

- 4.1 When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to both parties of interest for their respective approval. Following approval, a copy of the completed and signed agreement will be submitted to PERB.

Section 5.0 Resolving Differences

- 5.1 In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, the parties agree to seek aid through channels established by PERB in an effort to achieve settlement. The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- 5.2 Upon written mutual consent by both parties of interest, clauses within this contract may be reopened for discussion and/or change.

ARTICLE III: FAIR DISCIPLINE

No member of the bargaining unit shall be dismissed, disciplined, reduced in rank, or compensation, or have an unsatisfactory evaluation placed in his (her) file, without just cause.

"Just Cause" shall include, but not be limited to the following:

1. Persistent tardiness.
2. Serious or continued failure to complete required reports on time.
3. Serious or continued failure to meet acceptable standards of teaching performance in the classroom as established by the District.
4. Inability to control student behavior.
5. Inadequate command of subject matter.
6. Repeated poor language usage in the classroom.
7. Serious or repeated failure to comply with administration directives.
8. Use of alcohol while on the job.
9. Immorality.
10. Dishonesty.
11. Serious or continued failure to accept assigned duties.
12. Unwarranted abusive criticism of fellow employees in the media, PTO meetings, or other public forums.
13. Serious or continued misuse of sick leave or other leave.
14. Gross insubordination.
15. Serious or continued failure to establish proper rapport in reporting to parents.
16. Serious or continued failure to properly care and account for materials and equipment in their charge.
17. Conviction of a crime involving drugs.

Nothing in this list is intended to contradict any other existing policies in this contract.

ARTICLE IV: PERSONNEL FILES

Section 1.0 Official File

1.1 There shall be one "official" personnel file maintained in the District Office.

Section 2.0 Rights

2.1 Each teacher shall have the right, upon advance request, to review the contents of their own personnel file in the District Office at a time mutually agreeable to both parties. A representative of the Education Association may, at a teacher's personal request, accompany the teacher in this review. The review shall be made in the presence of the Chief School Administrator or someone designated by said official. Privileged information which is specifically exempt from review shall include such confidential credentials and related personal references normally sought at the time of employment. Teachers shall have the right to attach signed rebuttals to any material they consider detrimental or derogatory.

Section 3.0 Copying Privilege

3.1 Teachers may, upon request, receive copies of any materials in their file upon payment of a reasonable fee therefore. This does not include the privilege of copying confidential references or similar materials mentioned in the foregoing section.

Section 4.0 Confidentiality

4.1 No material in a teacher's file will be released to other than District and Board of Education personnel, and this in the course of their duties, without the teacher's express permission. This is not intended to limit candid references requested of the District, or the release of public records and information which is the subject of litigation or administrative procedures.

Section 5.0 Written Defense

5.1 No material derogatory to teachers' conduct, service, character, or personality shall be placed in the files unless teachers have been afforded an opportunity to examine such material. Teachers shall be considered to have been offered an opportunity to examine such material when notified in writing, (1) that such action is contemplated, and (2) that the material is available for inspection in the District Office. Three working days shall elapse from notification of employees, exclusive of the day of notification to that date on which the material is actually placed in the "official file."

5.2 Teachers shall acknowledge that they have read the material available in the District Office by affixing their signatures to the actual copy. Such signatures signify only that teachers have read the material to be filed, and do not indicate agreement, as such, with the contents.

- 5.3 Teachers shall have the right to respond in writing to any material filed; written answers shall be attached to the official file copy. Teachers shall have one month from the date material is entered in the official file, to offer a written rebuttal.

Section 6.0 Criteria: Personnel File Data

- 6.1 Inaccurate, misleading or inappropriate material will be removed from the file if a teacher's claim regarding such material is reached through mutual agreement or the grievance procedure.
- 6.2 Only material filed prior to disciplinary action or dismissal shall be considered in determining whether a teacher shall be disciplined or dismissed.
- 6.3 An incident which has not be reduced to writing within three (3) months of its discovery or its occurrence, whichever is later, exclusive of the summer vacation period, may not be added to the file. Material kept elsewhere than the official district personnel file may not be used in any action which could result in any negative consequences for the teachers.

ARTICLE V: GRIEVANCE PROCEDURE

Section 1.0

A grievance is a claim by an employee or employee group that there has been a violation, misinterpretation, or misapplication of the negotiated employment contract.

Section 2.0

The teacher with a grievance shall, within fifteen (15) school days after the act upon which the grievance is based or the date upon which grievant could reasonably be expected to have known of the act, whichever is later, discuss the matter with the Chief School Administrator. The Chief School Administrator shall endeavor to settle the matter as soon as possible.

Section 3.0

In the event the matter is not settled within five (5) school days, the teacher may submit the grievance in writing to the Grievance Committee of the Association and to the Chief School Administrator. The Grievance Committee of the Association shall within five (5) school days make a judgement of the merits of the grievance. If the Grievance Committee decides either that the grievance lacks merit or that the decision at the first level, Section 2.0, is in the best interests of the Association, it shall so notify the teacher and the Chief School Administrator. If the Grievance Committee decides that, in its opinion, the grievance has merit, it shall within five (5) school days refer the grievance in writing to the Chief School Administrator, who may render a decision on the grievance. If the grievance is unresolved, the grievant may then attend the next regular meeting of the Board of Education for the purpose of considering the problem and resolving it.

Section 4.0

At the next regular meeting of the Board of Education, the Board will consider the grievance and if necessary, ten (10) school days may be used by the Board of Education to reach a decision in the matter. If in the case that more than one (1) grievance is presented, a ten (10) school days period to reach a decision will be allotted for each grievance.

Section 5.0

If no decision is rendered by the Board of Education in ten (10) school days or if the decision rendered is unacceptable to the teacher and/or the Association, the Association may submit the grievance to arbitration. Unless the Association has approved and supported an employee's request for arbitration, the employee may not go to arbitration. If the Association supports the request for arbitration, the Association shall sign a request for arbitration. If the Board of Education and the employee cannot agree upon an arbitrator within ten (10) school days, the two parties will jointly submit the grievance to arbitration under the rules of the American Arbitration Association.

Section 6.0

The arbitrator will set forth in writing, findings and fact, reasoning and conclusions on the said grievance. Decision(s) shall be final and binding on both parties. The arbitrator shall not have power to make any decision which violates existing law or contradicts the provisions, requirements and language of this Agreement; nor shall the arbitrator have the power to modify or change the language or provisions of existing contracts.

Section 7.0

The necessary cost of the arbitration, if any, shall be shared equally by the Board of Education and the Association.

Section 8.0

The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not impair or limit the right of any teacher to pursue any other remedies available in any other form. Excepting, however, that if this grievance procedure is followed to or beyond the arbitration stage, that grievant and his representative waives any other redress, appeal, or adjudication provided in equity or law for exactly the same grievance.

Section 9.0

Any grievance not answered by the District or its representative within the requisite time limit shall be considered decided in favor of the aggrieved. Any grievance not appealed by the Association within the requisite time limit shall be considered in favor of the District.

ARTICLE VI: LEAVES OF ABSENCE

Section 1.0

- 1.1 The Board may grant a leave of absence without pay for any reason, for a period not to exceed two years. While on a leave of absence, the teacher may continue receiving health benefits by paying the premiums normally paid by the Board. All benefits previously accumulated will continue in force for the teacher.
- 1.2 If a leave of absence is for infant care, the submission of a doctor's certificate for the period of disability relating to the pregnancy will result in payment by the District of any accrued sick leave for disabilities occurring prior to an unpaid leave of absence.

A teacher will be entitled to an unpaid leave of absence for a period not to exceed one (1) year.

Return from an unpaid leave of absence will be at the beginning of a school year. Upon return from an unpaid leave of absence, teachers regain all rights and privileges, and return to the same or similar position in their certificated area as that which they left.

The Superintendent of Schools may, in his/her discretion, permit a teacher to return at a time other than the beginning of the school year.

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant an additional one (1) year to the leave of absence provided in Section 1.2.

Section 2.0 Personal Leave Days

- 2.1 Three (3) days per year. Unused personal days will be added to the accumulated sick leave of each teacher.
- 2.2 Approval of personal days must be secured from the Superintendent in advance, except in extraordinary circumstances. Reasons need not be given when requesting personal days except when the day immediately precedes or follows a school vacation. The Superintendent may grant personal leave for those days under extraordinary circumstances.
- 2.3 Personal days will not be used or granted for recreational purposes.

Section 3.0 Sick Leave

- 3.1 Fifteen (15) days per year, accumulative to 190 days maximum.
- 3.2 Teachers shall be notified of accumulated sick leave, plus those available during the current school year, as soon as possible after the first working day of the school year.
- 3.3 Up to three (3) days of sick leave may be used for each occurrence of death in the immediate family (or household).

- 3.4 Any employee who retires with ten or more years of service to the District shall be granted \$30.00 per day for each day of accumulated unused sick leave. Notice to be given ninety (90) days prior to retirement date.

Section 4.0 Sick Leave Bank

- 4.1 Any teacher in the bargaining unit, in the event of a prolonged illness and after having exhausted their personal accumulated sick leave days, may appeal to the Executive Committee of the Association for extra days of sick leave. A waiting period of five (5) working days must occur before drawing days from the bank.
- 4.2 By the first of October of each school year the "sick leave bank" shall be operational and contain a minimum of 45 and a maximum of 150 donated sick leave days in the "bank." The 1984-85 school year will start with 150 days in the "bank."
- 4.3 At any time that the Sick Leave Bank contains less than 45 days, the Association may accept donations up to a maximum Sick Leave Bank of 150 days and subject to a maximum of three days contributed by any one member of the bargaining unit in any school year. A membership list and number of days that have been donated by each member will be maintained.

Sick leave days cannot be donated to the "Bank" by retiring teachers.

Each donator shall sign a release authorizing a deduction of days from their personal sick leave total.

- 4.4 An appeal for extra days of sick leave will be sent to the Association in writing and include the following information:
- a. Nature of illness.
 - b. Physician's recommendation.
 - c. Estimated number of additional sick leave days needed. A maximum of 30 days may be granted for each request.
- 4.5 The Association will present its findings to the Chief School Administrator or his/her designated representative along with a letter of request, the physician's recommendation, and the number of days donated by the teacher membership.
- 4.6 The Chief School Administrator shall review each individual case and make recommendation to the Board of Education.
- 4.7 The Board of Education will consider such recommendation and if it so chooses may match or add sick leave days donated from the Association bank.
- 4.8 Daily benefits will be calculated by dividing the member's annual salary by 200 for 10-month and 220 for 11-month employees.

- 4.9 If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totaled and this total will be returned to the sick bank.
- 4.10 In the case of undue hardship, an individual may petition the Association for more days and the Association may forward such request to the Chief School Administrator if the Association deems the request worthy of an affirmative response. In such cases, the decision of the Board of Education shall be final.

Section 5.0 Jury Duty

- 5.1 A teacher serving jury duty shall receive full compensation from the District for days served. The teachers shall transmit all jury duty money received to the District exclusive of travel expenses and exclusive of those days which fall on holidays and vacations during the school year. No deduction will be made from leave time.

Section 6.0 Educational Conferences - Visitations

- 6.1 Teachers shall receive paid leave for attendance at, i.e., Professional Conferences within subject areas, visitation in other schools for curricular improvement, and some State meetings, college, NYSUT, and Zone sponsored workshops and meetings.
- 6.2 Leaves of this nature shall be rotated within departments.
- 6.3 Attendance at any given conference or in-service workshop shall require the prior approval of the Superintendent of Schools or his/her designee.

ARTICLE VII: HEALTH INSURANCE

Section 1.0 Hospitalization Insurance

- 1.1 The District will provide a health insurance program through a carrier of its own choice. Any change in carriers, however, acknowledges that basic coverage provisions shall be as good as or better than those provided during the 1983-84 school year.
- 1.2 Effective July 1, 2006, the District will pay 90% of the premium if an employee selects individual coverage. The District will pay 80% of the premium if the employee selects employee/dependent or family coverage.
- 1.3 The District will implement an IRS 125 extended benefit plan to include healthcare and dental premiums, unpaid medical, dental, vision, and dependent care expenses by July 1, 2000.

Section 2.0 Dental

- 2.1 From July 1, 1999, to June 30, 2004, the District will contribute \$10,000 per school year towards a dental plan.

Section 3.0 Retirement Health Insurance

- 3.1 The District shall maintain health insurance coverage, at the contractual rate, for the retiring teacher and their dependents.

ARTICLE VIII: PAYROLL AND DEDUCTIONS

Section 1.0 Pay Plan

- 1.1 Members of the instructional staff shall be paid every other Friday. Each year, members shall be afforded the opportunity of selecting either 1/21 of the annual salary each pay day, or 1/26 per pay day with 6/26 to be paid on the last pay day in June.
- 1.2 Teachers will be required to indicate on their salary notices the method of payment they select. The plan selected will be continued for the duration of the school year for which the teacher made the selection, unless notification is made on the opening day of school.

Section 2.0 Dues Checkoff

- 2.1 At the request of the Belleville Henderson Education Association, the Board of Education of the Belleville Henderson Central School District agrees to deduct Association dues from teachers' salaries as each teacher individually and voluntarily authorizes the Board to do so.
- 2.2 The Board will transmit monthly to the Treasurer of the Belleville Henderson Education Association such monies deducted for membership.
- 2.3 The Belleville Henderson Education Association shall certify to the Board, in writing, the current rate of membership dues; notifying the Board thirty (30) days in advance of any change in this rate.

Section 3.0 Deduction Procedures

- 3.1 No later than two weeks prior to a payroll date, the Belleville Henderson Education Association shall provide the District Treasurer with a list of all employees and the signed authorization forms of those new employees who have voluntarily authorized the Board to deduct dues for membership.
- 3.2 Deductions shall be made in twenty (20) equal installments for all members authorizing these deductions, and shall remain in full force and effect for all purposes while employed in the Belleville Henderson Central School District, or until revoked by the employee in writing.
- 3.3 New members of the Association shall be responsible for payment of the first pay period's dues directly to the Association. Subsequent dues will be automatically deducted as per agreement.

AGENCY FEE

The following provision will apply to all teachers who are members of their respective bargaining units and who also were either members of the Association or an agency fee payer for the 1983-84 school year. The provision will, also, apply to all teachers who would be members of the bargaining unit hired on or after July 1, 1984.

The provisions will not apply to those people who were bargaining unit members in 1983-84, but neither belonged to their respective Association nor paid an agency fee.

Section 4.0 Agency Fee

- 4.1 Effective July 1, 1984, Belleville Henderson Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Belleville Henderson Education Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.
- 4.2 The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect for the life of this contract.
- 4.3 The agency shop fee deduction shall be made following the same procedures as are applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.
- 4.4 The Union shall create a full legal refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner.
- 4.5 In the event that the District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with the agency shop fee deduction granted by this Agreement, the Union agrees to indemnify the District and to hold it harmless for such expenses. The above language applies only when an agency fee payor initiates litigation concerning agency fee.

Section 5.0 Tax Sheltered Annuities

Tax sheltered annuities shall be available as of September 1971.

- 5.1 The school fiscal year shall be used as the basis of either entering or leaving the program.
- 5.2 Holding company statement has been filed with the Board of Education.

Section 6.0 Credit Union

- 6.1 Payroll deductions to be available for Credit Union as of September 1, 1978.
- 6.2 It is agreed that the District will be responsible for Credit Union processing.

Section 7.0 **Mileage**

- 7.1 Employees who use their personal vehicle for required travel for the District shall be reimbursed at the District mileage rate for actual miles traveled. Required travel shall include necessary travel between multiple work locations, school approved conference travel, and required travel due to meeting attendance as authorized by the Administration.

ARTICLE IX: PROFESSIONAL RESPONSIBILITIES

Section 1.0 **Guidelines**

- 1.1 Teachers who have preparation periods will make themselves available to students, either during that period or at some other time during the day.
- 1.2 Teachers will not leave the building during regular school hours without securing permission from the office.
- 1.3 Plan books are to be updated and available for submission at the Chief School Administrator's request, with outlined plans for the remainder of the school week.
- 1.4 All full-time teachers should, when necessary, either at the teacher's own initiative or at the request of students, remain after school to provide individual help to students.
- 1.5 Teachers shall be responsible for maintaining in good condition, beyond wear of normal usage, all furniture, equipment and other school owned property under their supervision.

Section 2.0 **Student Discipline**

- 2.1 Basic responsibility for student discipline rests with classroom teachers. Both classrooms and study halls are to be operated on a high level of pupil orderliness and obedience. A teacher's responsibility in this area extends to the entire student body rather than merely the immediate grade or class situation. Only extreme cases of misbehavior are to be sent to the Administration.

Section 3.0 **Support - The Comprehensive Program**

- 3.1 Participation, support of, and attendance at (as monitor, possibly) non-profit activities coming under direct sponsorship of the school, including PTO, that tend to enhance the total school program, should be encouraged. Where teachers are requested to participate in such activities, advance planning, assigning on a rotating basis and conferring with the teachers involved prior to the activity will be practiced.

ARTICLE X: SALARY

Section 1.0

The District agrees to increase teacher salaries as follows: Based on the total salary costs and staffing for the 2004-2005 school year, the salary schedule reflects a total salary increase of 4.1% for 2005-2006; 4.36% for 2006-2007; and 4.41% for 2007-2008, including increment and longevity. Agreed upon salary schedules appear in Appendix A.

Section 2.0 Longevities

2005-2006: \$1115 paid in September at 23, 24, 25, 26, 27, 29, and 31 years of service in the District.

2006-2007: \$1115 paid in September at 23, 24, 25, 26, 27, 29, and 30 years of service in the District.

2007-2008: \$1115 paid in September at 23, 24, 25, 26, 27, 29, and 30 years of service in the District.

Section 3.0 Coaching Salaries

3.1 Coaches' salaries shall be based on the following percentages of the individual coach's teaching salary:

Boys Varsity Basketball	7.5%
Boys Varsity Soccer	7.0%
Girls Varsity Soccer	7.0%
JV Boys Basketball	6.5%
JV Boys Soccer	6.0%
JV Girls Soccer	6.0%
Varsity Volleyball	7.5%
Varsity Softball	6.5%
Varsity Baseball	6.5%
Varsity Tennis	4.5%
JV Volleyball	5.5%
JV Baseball	4.5%
All Modified Sports	3.5%
Varsity Cheerleading	4.5%
JV Cheerleading	3.5%

Section 4.0 Extra-curricular Duties

4.1 Teachers chaperoning dances, games and concerts and other out-of-school events will be paid at \$40.00 per event for the duration of this agreement.

4.2 The following extra duties will be paid based on the following stipend or percentage of the individual's teaching salary:

Athletic Coordinator	\$1,500
Art Club	\$500
SADD	\$500
Curriculum Council	\$750

Scorekeeper	\$50/night
Timekeeper	\$50/night
Senior Class Advisor	\$750
Junior Class Advisor	\$500
Sophomore Class Advisor	\$250
Freshman Class Advisor	\$250
FFA Advisor	4.0%
FHA Advisor	2.5%
Musical	3.0%
Senior Play	2.5%
Yearbook	4.0%
Honor Society (for each advisor)	1.0%

4.3 Class Advisor Assignments

The District shall seek volunteers for class advisor duties. The District reserves the right to appoint bargaining unit members to positions if no volunteers are forthcoming or if more than one person volunteers or if it believes the appointment would be in the best interests of the District and students. A teacher who volunteers is not guaranteed appointment by the Board.

ARTICLE XI: MISCELLANEOUS PROVISIONS

Section 1.0

- 1.1 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 signed amendment of this Agreement. Before the Board adopts a change of policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days of receipt of such notice.

Section 2.0

- 2.1 In the event that circumstances arise make it necessary for the District to consider a reduction in the number of professional positions or the elimination of existing programs, the District shall, as soon as practicable, notify the Association President and shall afford the Association a reasonable time to respond with information it considers appropriate.
- 2.2 The Belleville Henderson Education Association and the Belleville Henderson Central School District agree to commit themselves to participate in ongoing discussions to find more economical ways of serving our school population, specifically including sharing services with neighboring districts, tuitioning and other methods identified as areas of interest by the Board of Education.

Section 3.0

- 3.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 3.2 Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall expressly be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

Section 4.0

- 4.1 Credit will be given with the furnishing of transcript or other official document for courses taken on graduate level with the Chief School Administrator's prior approval, with the criteria being that such work improves teaching skills and/or enhances the fund of knowledge within the teacher's subject matter area.
- 4.2 In-service credit shall be granted at the rate of one (1) hour of credit for every fifteen (15) hours of course attendance for all in-service courses taken during non-school hours as approved by the Superintendent.
- 4.3 It is the responsibility of the teacher to notify the Chief School Administrator of any change in credit status which might be approved by him/her. This notice will be submitted by the teacher.
- 4.4 In-service credits will be earned the same as graduate hours on the salary schedule. In-service credit will not be given for which the teacher receives compensation from the District.
- 4.5 Approved in-service credit will be limited to one-third the total number of academic credits at the graduate level for each teacher.

Section 5.0

- 5.1 If any provision of this Agreement or any application of the Agreement to any teacher or any group of teachers shall be found contrary to Law, then such provision or application shall not be deemed valid and subsisting except as permitted by Law, but all other provisions or applications shall continue in full force and effect.

Section 6.0

- 6.1 Copies of this Agreement shall be printed at the expense of the Board and open to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE XII: EQUALITY OF OPPORTUNITY

Both parties to this Agreement acknowledge and warrant that in regard to the educational programs and activities of the District, no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of sex, racial origin, or religious conviction.

ARTICLE XIII: TEACHER WORKDAY

Section 1.0

The length of the teacher instructional workday shall be 7 hours and 20 minutes. Teachers are expected to attend faculty, parent, student, and other meetings outside the hours of that workday.

Section 2.0


At the junior-senior high level, a full time teaching load will consist of teaching no more than five (5) or six (6) classes per day including labs. The district will provide at least one (1) preparation period per day exclusive of a duty free lunch period, with the rest being supervision. Exceptions may be made by mutual agreement.

ARTICLE XIV: SCHOOL CALENDAR AND WORK YEAR

The Superintendent will request and consider calendar proposals from the President of the Association so as to facilitate teacher participation in drafting the school calendar.

ARTICLE XV: AGREEMENT BETWEEN PUBLIC EMPLOYEES AND EMPLOYEE ORGANIZATIONS SECTION 204-A, CIVIL SERVICE LAW

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


Katherine Barber
President, Belleville Henderson
Education Association


Robert A. Jue
Superintendent of Schools

Date: 7/11/06

Date: 11 July 2006

2005-06 BELLEVILLE-HENDERSON TEACHER SCHEDULE

STEP	BA	BA6	BA12	BA18	BA24	BA30	BA36	MA BA42	MA6 BA48	MA12 BA54	MA18 BA60	MA24 BA66	MA30 BA72
1	32,185	32,455	32,725	32,995	33,265	33,535	33,805	34,075	34,345	34,615	34,885	35,155	35,425
2	33,270	33,540	33,810	34,080	34,350	34,620	34,890	35,160	35,430	35,700	35,970	36,240	36,510
3	34,370	34,640	34,910	35,180	35,450	35,720	35,990	36,260	36,530	36,800	37,070	37,340	37,610
4	35,485	35,755	36,025	36,295	36,565	36,835	37,105	37,375	37,645	37,915	38,185	38,455	38,725
5	36,615	36,885	37,155	37,425	37,695	37,965	38,235	38,505	38,775	39,045	39,315	39,585	39,855
6	37,760	38,030	38,300	38,570	38,840	39,110	39,380	39,650	39,920	40,190	40,460	40,730	41,000
7	38,920	39,190	39,460	39,730	40,000	40,270	40,540	40,810	41,080	41,350	41,620	41,890	42,160
8	40,095	40,365	40,635	40,905	41,175	41,445	41,715	41,985	42,255	42,525	42,795	43,065	43,335
9	41,285	41,555	41,825	42,095	42,365	42,635	42,905	43,175	43,445	43,715	43,985	44,255	44,525
10	42,490	42,760	43,030	43,300	43,570	43,840	44,110	44,380	44,650	44,920	45,190	45,460	45,730
11	43,710	43,980	44,250	44,520	44,790	45,060	45,330	45,600	45,870	46,140	46,410	46,680	46,950
12	44,945	45,215	45,485	45,755	46,025	46,295	46,565	46,835	47,105	47,375	47,645	47,915	48,185
13	46,195	46,465	46,735	47,005	47,275	47,545	47,815	48,085	48,355	48,625	48,895	49,165	49,435
14	47,460	47,730	48,000	48,270	48,540	48,810	49,080	49,350	49,620	49,890	50,160	50,430	50,700
15	48,740	49,010	49,280	49,550	49,820	50,090	50,360	50,630	50,900	51,170	51,440	51,710	51,980
16	50,035	50,305	50,575	50,845	51,115	51,385	51,655	51,925	52,195	52,465	52,735	53,005	53,275
17	51,345	51,615	51,885	52,155	52,425	52,695	52,965	53,235	53,505	53,775	54,045	54,315	54,585
18	52,670	52,940	53,210	53,480	53,750	54,020	54,290	54,560	54,830	55,100	55,370	55,640	55,910
19	54,010	54,280	54,550	54,820	55,090	55,360	55,630	55,900	56,170	56,440	56,710	56,980	57,250
20	55,365	55,635	55,905	56,175	56,445	56,715	56,985	57,255	57,525	57,795	58,065	58,335	58,605
21	56,735	57,005	57,275	57,545	57,815	58,085	58,355	58,625	58,895	59,165	59,435	59,705	59,975
22										60,820	61,090	61,360	

2006-07 BELLEVILLE-HENDERSON TEACHER SCHEDULE

STEP	BA	BA6	BA12	BA18	BA24	BA30	BA36	MA BA42	MA6 BA48	MA12 BA54	MA18 BA60	MA24 BA66	MA30 BA72
1	32,696	32,966	33,236	33,506	33,776	34,046	34,316	34,586	34,856	35,126	35,396	35,666	35,936
2	33,811	34,081	34,351	34,621	34,891	35,161	35,431	35,701	35,971	36,241	36,511	36,781	37,051
3	34,941	35,211	35,481	35,751	36,021	36,291	36,561	36,831	37,101	37,371	37,641	37,911	38,181
4	36,086	36,356	36,626	36,896	37,166	37,436	37,706	37,976	38,246	38,516	38,786	39,056	39,326
5	37,246	37,516	37,786	38,056	38,326	38,596	38,866	39,136	39,406	39,676	39,946	40,216	40,486
6	38,421	38,691	38,961	39,231	39,501	39,771	40,041	40,311	40,581	40,851	41,121	41,391	41,661
7	39,611	39,881	40,151	40,421	40,691	40,961	41,231	41,501	41,771	42,041	42,311	42,581	42,851
8	40,816	41,086	41,356	41,626	41,896	42,166	42,436	42,706	42,976	43,246	43,516	43,786	44,056
9	42,036	42,306	42,576	42,846	43,116	43,386	43,656	43,926	44,196	44,466	44,736	45,006	45,276
10	43,271	43,541	43,811	44,081	44,351	44,621	44,891	45,161	45,431	45,701	45,971	46,241	46,511
11	44,521	44,791	45,061	45,331	45,601	45,871	46,141	46,411	46,681	46,951	47,221	47,491	47,761
12	45,786	46,056	46,326	46,596	46,866	47,136	47,406	47,676	47,946	48,216	48,486	48,756	49,026
13	47,066	47,336	47,606	47,876	48,146	48,416	48,686	48,956	49,226	49,496	49,766	50,036	50,306
14	48,361	48,631	48,901	49,171	49,441	49,711	49,981	50,251	50,521	50,791	51,061	51,331	51,601
15	49,671	49,941	50,211	50,481	50,751	51,021	51,291	51,561	51,831	52,101	52,371	52,641	52,911
16	50,996	51,266	51,536	51,806	52,076	52,346	52,616	52,886	53,156	53,426	53,696	53,966	54,236
17	52,336	52,606	52,876	53,146	53,416	53,686	53,956	54,226	54,496	54,766	55,036	55,306	55,576
18	53,691	53,961	54,231	54,501	54,771	55,041	55,311	55,581	55,851	56,121	56,391	56,661	56,931
19	55,061	55,331	55,601	55,871	56,141	56,411	56,681	56,951	57,221	57,491	57,761	58,031	58,301
20	56,446	56,716	56,986	57,256	57,526	57,796	58,066	58,336	58,606	58,876	59,146	59,416	59,686
21	57,846	58,116	58,386	58,656	58,926	59,196	59,466	59,736	60,006	60,276	60,546	60,816	61,086
22											61,961	62,231	62,501

2007-08 BELLEVILLE-HENDERSON TEACHER SCHEDULE

STEP	BA	BA6	BA12	BA18	BA24	BA30	BA36	MA BA42	MA6 BA48	MA12 BA54	MA18 BA60	MA24 BA66	MA30 BA72
1	33,486	33,756	34,026	34,296	34,566	34,836	35,106	35,376	35,646	35,916	36,186	36,456	36,726
2	34,616	34,886	35,156	35,426	35,696	35,966	36,236	36,506	36,776	37,046	37,316	37,586	37,856
3	35,761	36,031	36,301	36,571	36,841	37,111	37,381	37,651	37,921	38,191	38,461	38,731	39,001
4	36,921	37,191	37,461	37,731	38,001	38,271	38,541	38,811	39,081	39,351	39,621	39,891	40,161
5	38,096	38,366	38,636	38,906	39,176	39,446	39,716	39,986	40,256	40,526	40,796	41,066	41,336
6	39,286	39,556	39,826	40,096	40,366	40,636	40,906	41,176	41,446	41,716	41,986	42,256	42,526
7	40,491	40,761	41,031	41,301	41,571	41,841	42,111	42,381	42,651	42,921	43,191	43,461	43,731
8	41,711	41,981	42,251	42,521	42,791	43,061	43,331	43,601	43,871	44,141	44,411	44,681	44,951
9	42,946	43,216	43,486	43,756	44,026	44,296	44,566	44,836	45,106	45,376	45,646	45,916	46,186
10	44,196	44,466	44,736	45,006	45,276	45,546	45,816	46,086	46,356	46,626	46,896	47,166	47,436
11	45,461	45,731	46,001	46,271	46,541	46,811	47,081	47,351	47,621	47,891	48,161	48,431	48,701
12	46,741	47,011	47,281	47,551	47,821	48,091	48,361	48,631	48,901	49,171	49,441	49,711	49,981
13	48,036	48,306	48,576	48,846	49,116	49,386	49,656	49,926	50,196	50,466	50,736	51,006	51,276
14	49,346	49,616	49,886	50,156	50,426	50,696	50,966	51,236	51,506	51,776	52,046	52,316	52,586
15	50,671	50,941	51,211	51,481	51,751	52,021	52,291	52,561	52,831	53,101	53,371	53,641	53,911
16	52,011	52,281	52,551	52,821	53,091	53,361	53,631	53,901	54,171	54,441	54,711	54,981	55,251
17	53,366	53,636	53,906	54,176	54,446	54,716	54,986	55,256	55,526	55,796	56,066	56,336	56,606
18	54,736	55,006	55,276	55,546	55,816	56,086	56,356	56,626	56,896	57,166	57,436	57,706	57,976
19	56,121	56,391	56,661	56,931	57,201	57,471	57,741	58,011	58,281	58,551	58,821	59,091	59,361
20	57,521	57,791	58,061	58,331	58,601	58,871	59,141	59,411	59,681	59,951	60,221	60,491	60,761
21	58,936	59,206	59,476	59,746	60,016	60,286	60,556	60,826	61,096	61,366	61,636	61,906	62,176
22											63,066	63,336	63,606