

NEGOTIATED AGREEMENT

BETWEEN

BABYLON TEACHERS' ASSOCIATION

AND

BABYLON UNION FREE SCHOOL DISTRICT

BABYLON, NEW YORK

JULY 1, 2017 – JUNE 30, 2021





Table of Contents

Page(s)

<b>Article I</b>	<b>Professional Association Rights</b>	<b>1-3</b>
1.	Payroll Deduction .....	1
2.	Use of Copying Equipment .....	2
3.	Secretarial Help .....	2
4.	Collection of Money .....	2
5.	Use of Other School Facilities .....	2
6.	Right to Join Organizations .....	2
7.	Released Time for Association President .....	2
8.	Receipt of Documents .....	3
9.	Association Days .....	3
10.	Professional Comment .....	3
<b>Article II</b>	<b>Employment of Professional Personnel</b>	<b>3-5</b>
1.	Notification to Staff Regarding Promotions/Vacancies .....	3
2.	Evaluation of Probationary Teachers .....	4
3.	Reduction and Recall of Personnel .....	5
4.	Just Cause .....	5
5.	Excessing and Recall .....	5
<b>Article III</b>	<b>Assignment of Professional Personnel</b>	<b>5-12</b>
1.	Teaching in Certified Areas and Teaching Preparations .....	5
2.	Mentor Program .....	6
3.	Work Year and Pupil Load .....	6
4.	Work Day .....	7
5.	Flexible Scheduling .....	8
6.	Subject Matter and Classroom Assignment .....	8
7.	Duration of Periods and Total Classroom Time .....	8
8.	Sixth Instructional Period .....	9
9.	Non-Teaching Duties .....	10
10.	Extra-Help .....	11
11.	Student Ratio .....	12
12.	Summer Employment .....	12
13.	Part-Time Employment .....	12
14.	Travel Time .....	12
<b>Article IV</b>	<b>Book Banning, Academic Freedom, Parent-Teacher Student Problems</b>	<b>13</b>
1.	Banning of Books .....	13
2.	Academic Freedom .....	13
3.	Parent-Teacher Student Problems .....	13
<b>Article V</b>	<b>School Calendar and Conference Days</b>	<b>13-14</b>
1.	Preparation of School Calendar .....	13
2.	Conference Days .....	13
<b>Article VI</b>	<b>Teachers' Rights</b>	<b>14-15</b>
1.	Teacher's File .....	14
2.	Teacher's Comment on File .....	15
3.	Teacher's Written Reaction as Part of File .....	15

4.	Teacher's Copy of File .....	15
5.	Teacher's Absence from School Premises .....	15
6.	Surveillance/Video Cameras .....	15
<b>Article VII</b>	<b>Protection of Teachers</b>	<b>16</b>
1.	Report of Assaults or Civil Actions .....	16
2.	District Attorney's Duties .....	16
3.	Legal Aid and Counsel to Teachers .....	16
4.	Teacher's Salary During This Time .....	16
5.	Personal Property .....	16
<b>Article VIII</b>	<b>Leaves of Absence</b>	<b>16-25</b>
1.	Sick Leave .....	16
2.	Personal Day .....	17
3.	Child Care Leave .....	18
4.	Death in the Family .....	18
5.	Leaves of Absence Without Pay .....	19
6.	Attendance at Conferences and School Visitations .....	19
7.	Jury Duty .....	19
8.	Sick Leave Bank .....	19
9.	Unused Sick Leave Reimbursement .....	23
<b>Article IX</b>	<b>Grievance Procedures</b>	<b>25-29</b>
1.	Preamble .....	25
2.	Definition of Terms .....	26
3.	Procedural Stages .....	27
<b>Article X</b>	<b>Salary Schedules</b>	<b>29-42</b>
1.	Salary Schedules .....	29
2.	Fund for Professional Meetings .....	41
3.	In-Service and Academic Course Credit .....	42
<b>Article XI</b>	<b>Insurance, Retirement, and Other Benefits</b>	<b>43-46</b>
1.	Health Insurance .....	43
2.	Health Insurance Waiver .....	43
3.	Retirement Health Insurance .....	44
4.	Dental Insurance .....	44
5.	Life Insurance .....	45
6.	Long Term Disability .....	45
7.	Flex Plan .....	45
8.	Separation Incentive .....	45
<b>Article XII</b>	<b>District-Association Liaison Committee</b>	<b>47</b>
<b>Article XIII</b>	<b>Negotiations Procedures</b>	<b>47-48</b>
1.	Formal Negotiations .....	47
2.	Resolving Disagreement .....	48
<b>Article XIV</b>	<b>Legal Limitations</b>	<b>48</b>
<b>Article XV</b>	<b>Term of Contract</b>	<b>49</b>
<b>Article XVI</b>	<b>Savings Clause</b>	<b>49</b>

## **CONTRACT**

This contract is made and entered into on this day by and between the BABYLON UNION FREE SCHOOL DISTRICT, BABYLON, NEW YORK (hereinafter referred to as the "District") and the BABYLON TEACHERS' ASSOCIATION (hereinafter referred to as the "Association" or "BTA").

## **RECOGNITION**

The District recognizes the Association as the exclusive representative of all members of the teaching staff employed on an annual basis below the level of Assistant Principal excluding inter alia per diem appointments, managerial personnel and confidential personnel.

The District further recognizes the Association as the sole spokesman for the teaching staff on matters of concern such as salaries, hours and other terms and conditions of employment for the duration of this Agreement.

## **ARTICLE I - PROFESSIONAL ASSOCIATION RIGHTS**

### **1. PAYROLL DEDUCTION**

- A. DUES:** A payroll deduction plan for all professional Association dues shall be continued by the District. A payroll deduction for Suffolk County Teachers' Federal Credit Union also will be continued by the Board of Education.
- B. AGENCY FEE:** All regular full-time employees, who are not members of the union, shall, commencing thirty (30) accumulated working days after employment and continuing during the term of this agreement while employed in the bargaining unit and so long as they remain non-members of the union, pay to the union each pay period, a service charge as a contribution towards the cost of administration of this agreement and the representation of such employees. The amount of such service charges shall be equivalent to the amount required to be paid as union dues by those employees who become members of the union. The Board of Education shall, following each pay period, deduct such amounts from non-members' paychecks and transmit the amounts so deducted to the BTA.
- C. VOTE-COPE:** The District will deduct a VOTE-COPE contribution from the salary of any bargaining unit member who authorizes the District to do so. The amount of VOTE-COPE contribution shall be set by the BTA and reported to the District in September of each year, together with the authorizations of each bargaining unit member who has elected to have deducted from his/her salary the VOTE-COPE contribution.

**D. TAX SHELTERED ANNUITY:** A payroll deduction plan for tax sheltered annuities shall be implemented by the District. The selection of 403(b) service providers will be limited to the service provider's ability to comply with the District's 403(b) Plan Document. The District may drop any 403(b) plan currently included in the District plan if participation by contributing teachers drops to zero.

## **2. USE OF COPYING EQUIPMENT**

School duplicating equipment shall be made available for the executive committee of the Association upon a minimum notice of two days.

## **3. SECRETARIAL HELP**

Secretarial help shall be available for teacher use upon a minimum notice of three (3) days.

## **4. COLLECTION OF MONEY**

Teachers shall not be required to collect money from students except for book fines levied at the end of the school year and student picture collections once every three (3) years.

## **5. USE OF OTHER SCHOOL FACILITIES**

One building of the School District and the appropriate facilities therein shall be made available to the Association for professional meetings upon a minimum notice of two (2) days.

## **6. THE RIGHT TO JOIN ORGANIZATIONS AND USE OF TEACHER MAILBOX**

Each teacher shall have the right to join or abstain from joining any professional organization he or she chooses. The teacher has the right to receive mail from any of these organizations.

## **7. RELEASED TIME FOR TEACHERS' ASSOCIATION PRESIDENT**

In the event that the association president is a full-time teacher in the district, he/she shall receive a teaching reduction from a 1.0 FTE to the status of a .8 FTE, while still being contractually recognized as a full-time faculty member in terms of seniority, accrued years of service and salary. This will permit the president to conduct association business and related district business within the confines of the school day. Under no circumstances shall the Babylon Teachers' Association president be eligible for an additional sixth period teaching assignment. The President of the Babylon Teachers' Association will receive released time to carry out effectively the duties of the office. The BTA President shall receive one (1) full day per month for Association action, and in addition shall

receive five (5) days to be used as needed; any and all unused days up to a maximum of ten may be accumulated from year to year for said Association activities; said accumulated days not to be accumulated toward career increment payout. The President, Treasurer, and Vice Presidents of the Babylon Teachers' Association will not be assigned a supervisory period and any specialists assigned to teach his/her class will be scheduled as in the past. The other teachers, in whichever of the school buildings the President or Treasurer is a member, will assume increased duties to equate the released time of the Association President and/or Treasurer.

## **8. RECEIPT OF DOCUMENTS**

Within the bounds of reasonableness and upon written request, the District will, on a timely basis, transmit to the Association existing documents relative to unit terms and conditions of employment provided same are available pursuant to the Freedom of Information Law.

## **9. ASSOCIATION DAYS**

The Association shall be provided with four days each year for Association activities.

## **10. PROFESSIONAL COMMENT**

The District values and encourages and agrees to respond to professional comment, advice and consultation on the part of faculty members and the Association.

# **ARTICLE II - EMPLOYMENT OF PROFESSIONAL PERSONNEL**

## **1. NOTIFICATION TO STAFF MEMBERS REGARDING PROMOTIONS AND JOB VACANCIES**

- A.** Postings shall include email to staff using District email addresses. All openings for promotional positions and for positions paying salary differentials shall be adequately publicized in every school, and all qualified teachers shall be given adequate opportunity to make applications for such positions. These positions shall include: Principalships, Department Director/Coordinators, Guidance Counselors, Administrative Assistants and Athletic Coaches. All openings for specialists and/or special project teachers shall be adequately publicized in every school as far in advance of the appointment as possible and ordinarily at least thirty (30) days in advance. If any such openings occur during the summer, the President of the Teachers' Association, or his/her designee, shall also be notified and provided with a list of the addressees among the teaching staff to whom notification was sent by the Superintendent. The President of the Association, or his/her designee,

may advise other members of the teaching staff of such opening, and any such other member may apply for such position by notifying the Superintendent in writing, addressed to him/her, no later than three (3) weeks after notification by the Superintendent to the President of the Association or his/her designee of the existence of such opening.

- B.** When transfer or reassignment of teachers in a school or grade is necessary, to the extent possible, all volunteers shall first be transferred and/or reassigned. Seniority will be one of the factors considered on the matter of Teacher Transfers.
- C.** Whenever positions are available for after-school home teacher, scorer, ticket taker, timekeeper, crowd control, and chaperoning, teachers employed in the Babylon Union Free School District will be given first opportunity to fill these positions before anyone outside the Association is hired.

## **2. EVALUATION OF PROBATIONARY TEACHERS**

- A.** The elements of the APPR Plan that require negotiation pursuant to Education Law §3012-d, Subpart 30-2 and Subpart 30-3 of the rules of the Board of Regents, and/or Section 100.2(o) of the Regulations of the Commissioner of Education have been agreed to by the parties and any changes to those specific elements must be collectively bargained. It is expressly understood and agreed that the terms and conditions of the APPR Plan that are non-negotiable pursuant to Education Law §3012-d, Subpart 30-2 and Subpart 30-3 of the Rules of the Board of Regents, and/or Section 100.2(o) shall remain non-negotiable notwithstanding attachment and/or incorporation into the CBA and nothing herein shall be construed to convert any such non-negotiable matter into a negotiable mandatory subject of bargaining.
- B.** In order to properly train and certify all District Administrators, Directors and Curriculum Coordinators (needed to perform evaluations) under the new provisions of Education Law 3012-d, the parties agree as follows:
  - i.** The Directors and Curriculum coordinators (needed to perform evaluations) shall attend and complete the Evaluator Academy training. The district agrees to bear all costs associated with the training.
  - ii.** For such training, the Directors and Curriculum coordinators (needed to perform evaluations) shall be compensated at the curriculum writing rate as per the CBA.
  - iii.** Directors and Curriculum coordinators (needed to perform evaluations) shall receive a three (3) year Board of Education appointment for such positions. These appointments will remain in effect during the term of appointments, as long as the individual maintains at least an effective rating in their respective position, and said individual remains employed



in the District. Nothing contained herein shall prevent termination for cause or excessing pursuant to Education Law Section 2510.

- iv. Teachers rated “Ineffective” for two consecutive school years may be charged with incompetence and considered for termination through the expedited hearing process.

### **3. REDUCTION AND RECALL OF PERSONNEL**

The BTA President shall be provided with an updated seniority list on or before February 1<sup>st</sup> of each year. Seniority lists shall be established for the members of this unit according to the appropriate tenure areas. In the event that a reduction in personnel is made, personnel will be laid off according to their position on the above-mentioned lists. Where layoffs are made, the Board will consider the affected personnel for another teaching position in this District provided the teacher is at least provisionally certified in the new area prior to the layoff which will usually be the last day of school in June.

### **4. JUST CAUSE**

No tenured teacher, during the term of this Agreement, shall be discharged without just cause.

### **5. EXCESSING AND RECALL**

- A. Excessing and recall shall be accomplished in accord with Education Law sections 2510 and 3013 as they exist as of April 15, 2015 irrespective of subsequent modifications or repeal of the relevant portion of said statutes.
- B. All full-time teachers employed by the District as of September 1, 1992, will be retained on staff and not subject to excessing or reduction to less than full time for the life of this Agreement.

## **ARTICLE III - ASSIGNMENT OF PROFESSIONAL PERSONNEL**

### **1. TEACHING IN CERTIFIED AREAS AND TEACHING PREPARATIONS**

- A. The District shall endeavor, in good faith, to have no full time teacher assigned to teach in a subject area other than that in which he is certified.
- B. The District shall have the right to schedule classes requiring three (3) different preparations daily for each secondary teacher.
- C. Upon mutual agreement between a teacher and his/her department Director/Coordinator and Principal, there may be an assignment

requiring more than three (3) preparations daily. In the event that there is an insufficient number of qualified teachers volunteering for a fourth (4<sup>th</sup>) preparation, the Principal may assign a fourth (4<sup>th</sup>) preparation period to no more than ten (10) additional teachers. No teacher may be mandated more than four preparations.

## **2. MENTOR PROGRAM**

- A.** The Babylon Mentor Program shall provide one mentor for each intern. The mentor should, when possible, hold the same certification as the intern. All mentors will participate in training paid by the District during regular school hours. If training is required outside the school day, each mentor will be compensated with a choice of one (1) in-service credit for the full session or \$41.50 per hour for the 2017-2018 school year, \$42.00 per hour for the 2018-2019 school year, \$42.50 per hour for the 2019-2020 school year, and \$43.00 per hour for the 2020-2021 school year. The length of the training session will be determined by the school district.
- B.** All available mentor positions shall be appropriately posted in all buildings. The selection of the mentor shall be made upon mutual approval of the Superintendent of Schools and the BTA President. In the event the Superintendent and BTA President cannot reach agreement, after a good faith effort, the Superintendent shall not be precluded from recommending an individual to the Board of Education, so as to fulfill the Board's legal obligations.
- C.** Mentors may not be supervisors. The discussions between the mentor and intern may not be used in any formal evaluation.
- D.** Each mentor will receive a stipend of \$1,050 for the 2017-2018 school year, \$1068 for the 2018-2019 school year, \$1087 for the 2019-2020 school year, and \$1103 for the 2020-2021 school year or three (3) in-service credits per semester. The choice of payment or in-service credit will be at the discretion of the mentor. Whenever possible a mentor will be provided with opportunities for in-class support. Conferences between the mentor and the intern shall be conducted outside the regular school day.

## **3. WORK YEAR AND PUPIL LOAD**

- A.** The length of the work year for teachers (not including Guidance) shall not exceed 183 days. Three (3) of these days may be utilized for emergency closings which will not require the addition of days to the school calendar.
- B.** Prior to the commencement of their first year of employment, new teachers may be required to report for two (2) additional days, from 8:00 a.m. to 2:00 p.m., for a "New Teacher Institute".

- C. Teachers will be afforded one full day prior to the commencement of school for the purpose of setting up their classroom, work on their roster, etc. The District may utilize a maximum of one (1) hour from this day for the purpose of faculty, grade level, department meetings, etc.
- D. Two (2) days prior to the last day of school will be two (2) half (1/2) days for instruction for students at the Elementary School and Grade School. The remaining half (1/2) of these days will be dedicated to appropriate end-of-year responsibilities at the discretion of the teachers.
- E. The pupil load shall continue to be distributed by grade levels and subject areas approximately in the same manner as in the past. Distribution shall not be interpreted to apply to any individual teacher.
- F. This section is grievable by the bargaining agent only.

#### **4. WORKDAY**

- A. For the 2017-2018 school year, the starting time of the school day in the Elementary School will be 8:25 a.m. and the ending time will be 2:40 p.m. For the 2017-2018 school year, the starting time of the school day in the Grade School will be 8:20 a.m. and the ending time will be 2:35 p.m. The starting time of the school day in the Jr./Sr. High School will be 7:40 a.m. and the ending time will be 2:30 p.m.
- B. Effective July 1, 2018, the starting time for the school day in the Elementary School will be 8:05 a.m. and the ending time will be 2:40 p.m. The starting time for the school day in the Grade School will be 8:00 a.m. and the ending time will be 2:35 p.m. Students' arrival time will remain unchanged. Teachers will not be responsible for additional duties or additional contact time with students with the exception of extra help session(s). With the exception of parent/teacher conferences, all meetings (e.g.: RTI, faculty meetings, extra help session(s), grade level, department. meetings) will be scheduled during the school day. Teachers in the Elementary and Grade Schools may be required (on a rotational basis) to remain five (5) minutes after school, beginning at the conclusion of his/her workday, for the purpose of student dismissal. The schedule for such purpose shall be made by the Building Principal in consultation with the BTA Vice-President of that building prior to implementation.
- C. Although the length of the school day will remain in effect through the life of the contract, the starting and ending times may be adjusted with mutual consent of the Superintendent of Schools and the BTA president.

#### **D. SIGN-IN**

- i. Teachers shall be required to sign in each day, including the time, pursuant to a mechanism determined by the Board of Education in

consultation with BTA. Any teacher who reports early for morning extra help, need only sign in once. A teacher shall be considered to have reported on time provided he/she signs in on or before the start of the teacher's workday as set forth in this collective bargaining agreement.

- ii. The District will undertake periodic inspections to ensure the accuracy of any mechanism utilized for the purpose of recording sign in time.
- iii. Devices utilized for the purpose of sign in shall be located at various designated entries and shall not be confined to a centralized location.
- iv. The mechanism utilized by the district for the purpose of sign in may require the teacher to carry a card or other similar device. In such event, the failure of the teacher to carry such device on a given day will require the teacher to report to the building office for the purpose of sign in.

## **5. FLEXIBLE SCHEDULING**

The school day may be altered to allow more elasticity for programs requiring schedules different from the traditional schedule. Such alterations shall only take place with the mutual consent of the faculty and/or the department faculty involved and the building administrator with the final approval by the Superintendent. No person shall be required to work more time than the total time of his day.

## **6. SUBJECT MATTER AND CLASSROOM ASSIGNMENT**

Teachers, other than newly appointed and substitute teachers, shall be notified in writing of their tentative programs for the coming year, including the schools to which they will be assigned, the grades, levels or groups, and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable, and no later than the end of the school year. Every effort will be made to contact affected teachers before making any necessary changes during the summer months.

## **7. DURATION OF PERIODS AND TOTAL CLASSROOM TIME**

In the secondary school, based on nine (9) periods a day, a teacher shall be required to teach no more than five (5) instruction periods or five (5) forty-two (42) minute clock hour periods each day with the exception of:

- A.** teachers assigned to double periods for labs or special classes in science, industrial arts or commercial subjects. Such teachers shall have no more than a total of thirty (30) assigned periods per week including instructional periods and duty periods;
- B.** teachers who voluntarily accept an instructional period on a daily basis in lieu of a non-teaching duty assignment.

## **8. SIXTH INSTRUCTIONAL PERIOD**

- A.** All secondary teachers (7 through 12) will have the opportunity to volunteer for a sixth instructional assignment in areas where class sections may be available for the following school year.
- B.** Any elementary teacher who volunteers for a seventh period in lieu of a duty will be compensated in accordance with provisions in the contract dealing with a sixth instructional period. This will be subject to approval of Superintendent.
- C.** Science teachers who teach a sixth period because of a lab assignment will be compensated in accordance with provisions in the contract dealing with a sixth instructional period, pro-rated.
- D.** Any teacher who volunteers or is assigned to teach a sixth instructional period or advisory shall be paid a stipend in the amount of \$7319.00 for the 2017-2018 school year, \$7447.00 for the 2018-2019 school year, \$7577.00 for the 2019-2020 school year, and \$7691.00 for the 2020-2021 school year for teaching a full year assignment of one additional period per day. Compensation for a sixth period for less than a full year shall be pro-rated.
- E.** In the event the Superintendent shall determine that there is a need for the assignment of a sixth instructional period in any program in the District, the Superintendent shall seek volunteers from among the current certified staff members to serve in the sixth instructional period by posting such position. In the event two (2) or more duly certified teachers volunteer for assignment to teach the sixth instructional period, such assignment shall be based upon seniority. Department directors will only be eligible for a sixth period assignment in the event that no full-time faculty member in the aforementioned programs has volunteered for assignment.
- F.** In the event that no duly certified current staff member volunteers to serve in the sixth instructional period assignment within three weeks of its initial posting, the Superintendent shall have the right to appoint a duly certified member of the staff to fulfill such assignment upon the following terms:
  - i.** The Superintendent may not create more than four (4) sixth instructional period assignments in a tenure area during any school year. The assignment of a fourth sixth period shall be voluntary and will not be used to reduce existing staff. In the event a Director teaches an additional period, the sixth period stipend will apply.
  - ii.** During the life of the Agreement the Superintendent may not involuntarily assign the same teacher to a sixth instructional period in succeeding school years unless and until all other duly certified teachers

in the tenure area have been assigned to serve a sixth instructional period assignment.

- iii. Involuntary assignments to serve a sixth instructional period will be made by the Superintendent in inverse order of seniority, with the least senior duly certified teacher in the tenure area of the assignment to be assigned.
- iv. Any teacher who serves in a sixth instructional period, either voluntarily or involuntarily, shall receive such assignment for the school year in lieu of a duty period.
- v. All sixth instructional period assignments, voluntary or involuntary, shall be consistent with the assigned teacher's certification.

## 9. NON-TEACHING DUTIES

**A. LUNCH PERIOD:** In compliance with State Education Law, each teacher shall be provided with one period for lunch each day. This period shall be free of all assigned duties.

**B. PREP PERIOD:** Each secondary teacher shall have a minimum of five (5) unassigned periods per week, each period to be no less than forty-two (42) minutes. In the Grade and Elementary Schools, classroom teachers will be provided preparation time of 200 minutes weekly during the instructional day, while all special teachers will be provided the same 200 minutes during their workday. Any extra time provided at the lunch hour beyond that which is contractually required for a lunch period shall not be computed as part of the 200 minutes. Preparation periods for elementary teachers, including specialists, will be scheduled in blocks of time, approximately the same length as in the past.

**C. RESOURCE PERIOD:** In school(s) where there is a nine-period day, the ninth period should be designated as a resource period consisting of one non-interrupted period, equal in length of time to a regular teaching period. Teachers may use the resource period to perform the activities as identified in the contract at their discretion other than a class coverage. The resource period will be used for the following activities by all teachers:

- i. Staff Development activities: Including meetings, conferences, training sessions, committees, department work, curriculum work, and proctoring assignments.
- ii. Student centered activities: Including tutorial instruction, conferences with pupil personnel services, administration and other teachers, parent meetings.

- iii. Class coverage: A maximum of five (5) class coverage/proctoring assignments may be assigned by the building administration on an annual basis for no additional payment. For each class beyond the fifth period of annual coverage, a teacher shall be paid .00075 of the BA Step 1 column for the academic year, per period of coverage.
- iv. Whenever necessary, the resource period may be used in lieu of preparation periods for the purpose of accomplishing **c i, ii, or iii** above, provided that prior permission has been secured from the building principal or his/her designee.
- v. Proctoring assignments will be considered a class coverage if they are assigned during the resource period.

**D. CAFETERIA DUTY:** Current practice with respect to cafeteria supervision in the High School shall be maintained. In the Grade and Elementary Schools, teachers shall no longer be required to patrol the cafeteria, maintain order on lines, line up children to leave or enter the cafeteria or use the public address system to line up the children or maintain order. However, it is agreed to have one (1) teacher during each lunch period designated on duty in the Student Cafeteria who shall be required to supervise the cafeteria monitors. The schedule for this duty shall be the responsibility of the building principals.

## 10. EXTRA HELP

- A. Extra help to be administered by each teacher for a total of forty (40) minutes each week. Extra help may be offered before the start or after the end of the students' school day. A schedule for implementation will be developed by the teacher and director and approved by the building principal.
- B. Students may be recommended to attend extra help by their teacher, parent, guidance counselor or administrator. They may also decide to attend on their own.
- C. Administration shall consult with the teacher prior to recommending extra help. Extra help shall not be assigned in lieu of detention.
- D. Attendance will be taken. The student Code of Conduct is in effect.
- E. An advanced attendance schedule is not required. Students may walk-in.
- F. Teachers are only responsible for their own students.
- G. Teachers may not leave before the designated time even if no students attend.

- H. Extra help schedules will be posted on-line and communicated to parents and students. Teachers may need to modify the weekly schedule on a temporary basis to better meet the needs of their students or for personal reasons. The teacher will inform the administration of such temporary changes and communicate these changes to students and parents by posting them on-line or by any other means of electronic communication.
- I. Teachers are not required to provide lesson plans, progress reports or grades for extra help.

## **11. STUDENT RATIO**

The ratio of unit members to enrolled students as of October 1 of each year of this Agreement shall not exceed 1 to 17.5.

## **12. SUMMER EMPLOYMENT**

A teacher who is engaged in summer committee curriculum work funded by the District shall be paid at the rate of \$27.50 per hour for the 2017-2018 school year, \$28.00 per hour for the 2018-2019 school year, \$28.50 per hour for the 2019-2020 school year, and \$29.00 per hour for the 2020-2021 school year. The word "committee" is not to be construed as a summer teacher program such as Federal programs and Driver Education programs. Teachers who work during the summer for special work such as Committee on Special Education, Guidance Counselors (beyond the obligated six days per year), and any other work, as deemed necessary by the Superintendent of Schools, shall be compensated at the per diem rate of 1/200<sup>th</sup> their annual salary.

## **13. PART-TIME EMPLOYMENT**

To determine the percentage of teacher employment at the Jr./Sr. High School, each full year course that meets every day will be considered .2 FTE for salary purposes. To determine the percentage of teacher employment at the K-6 level, the percentage FTE will be equivalent to the number of minutes taught divided by the total minutes in the school day minus sixty (60) minutes for lunch and forty (40) minutes for preparation. Sick day entitlement for part-time teachers shall be prorated.

## **14. TRAVEL TIME**

Teachers who travel between buildings to carry out assignments shall not be assigned a duty period at the secondary level. At the K-6 Level, teachers shall be provided one (1) period for travel between buildings.



**ARTICLE IV - BOOK BANNING, ACADEMIC FREEDOM,  
PARENT-TEACHER STUDENT PROBLEMS**

**1. BANNING OF BOOKS**

The banning of any books or material will not take place without full examination and careful evaluation in cooperation with the faculty of the department or area involved.

**2. ACADEMIC FREEDOM**

Teachers shall have the right and obligation to teach controversial issues fairly and without bias. In cases which arise where the appropriateness of what a teacher is dealing with in class is brought into question, an investigation of the allegations, which must be made in writing and signed by the complainant, shall be made by the District-Association Liaison Committee. Nothing in this provision shall diminish the teacher's obligation and responsibility to implement and promote Board policy.

**3. PARENT-TEACHER STUDENT PROBLEMS**

In the event of a parental complaint regarding one or more teachers, the building principal shall arrange an appointment between the teacher or teachers and the parent, to provide the opportunity for constructive discussion of the problem.

**ARTICLE V - SCHOOL CALENDAR AND CONFERENCE DAYS**

**1. PREPARATION OF SCHOOL CALENDAR**

The preparation of and evolvement of the succeeding year's school calendar shall be a matter for discussion by the District-Association Liaison Committee.

**2. CONFERENCE DAYS**

- A.** In the K-6 grade levels, teachers shall report one evening for a "Meet the Teacher" session. For the Elementary and Grade Schools, in addition to the evening "Meet the Teacher" session of no longer than one and one-half (1-1/2) hours in duration, there will be one evening Parent-Teacher Conference for a two and one half (2-1/2) hour period each school year. In addition, the Superintendent may in his/her discretion schedule a full-day Parent-Teacher Conference in lieu of scheduling two (2) one-half Conference days as set forth in this agreement. Conferences will be scheduled during the school day by appointment. The evening conference shall also be by appointment and teachers shall remain as long as their own scheduled appointments are fulfilled, for a minimum of ninety (90) minutes. The teachers recognize it

is their professional responsibility to offer evening conference time to parents who cannot attend during the day. The evening conference day shall not be scheduled on the eve of a holiday or weekend period and such date shall be placed on the official school calendar.

- B.** For the Grade School, the Superintendent may in his/her discretion schedule a full-day conference in the Fall in lieu of scheduling two (2) one-half (1/2) Conference days as set forth in this agreement. The district will make every attempt to schedule this conference day during the same week as the evening conference. This conference day is also in lieu of completing formal report cards and shall be scheduled to coincide with the end of the marking period.
- C.** For the Elementary School, there shall be two and one-half (2-1/2), one (1) in the Fall and one and one-half (1-1/2) in the Spring, Parent Teacher conference days. The Superintendent may in his/her discretion schedule a full-day conference in the Fall in lieu of scheduling two (2) one-half (1/2) Conference days as set forth in this agreement. The district will make every attempt to schedule the Fall full-day conference during the same week as the evening conference. The Superintendent may in his/her discretion schedule a fraction of a day that equates to one and one-half (1-1/2) conference days in the Spring. The Fall and Spring conferences are also in lieu of completing formal report cards and shall be scheduled to coincide with the end of both marking periods.
- D.** In the 7-12 levels, teachers shall report to two (2) evening parent-teacher conferences. The first conference shall be “Meet the Teacher Night” and will be held in the month of September with a duration of no longer than two (2) hours and fifteen (15) minutes. The second conference shall be individual Parent/Teacher conferences which will be scheduled in November, the Monday before Election Day, with a duration of no longer than three (3) hours. A Day Parent-Teacher conference may be scheduled on the same day as the November evening conference. If scheduled, the duration of the day conference/work day shall be no longer than three (3) hours and thirty (30) minutes. In the event the Day conference is not scheduled, the Evening conference will be no longer than two (2) hours and thirty (30) minutes.
- E.** Any additional parent-teacher conferences shall be negotiated between the Babylon School District and the Babylon Teachers’ Association.

## **ARTICLE VI - TEACHERS' RIGHTS**

### **1. TEACHER'S FILE**

Upon request by the teacher, he/she shall be permitted to examine his/her Babylon Union Free School District Official Professional file maintained in

the Superintendent's Office during normal office working hours. Such file shall be the only official School District file kept relating to the teacher's professional performance and shall contain only ratings, observations, evaluations, historical records and written remarks concerning the teacher's service in Babylon Union Free School District. Teachers may not remove any file from the office.

## **2. TEACHER'S COMMENTS ON FILE**

No material pertaining to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has been notified. This provision shall not apply to reference and other material received by the District on the understanding that same would be kept confidential.

## **3. TEACHER'S WRITTEN REACTION AS PART OF FILE**

The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

## **4. TEACHER'S COPY OF FILE**

Upon written request, a teacher shall be provided with one copy of material held in his/her official file that is directly concerned with evaluations of the teacher's performance in all of his/her assigned duties.

## **5. TEACHER'S ABSENCE FROM SCHOOL PREMISES**

In the event that a teacher is asked or ordered to leave the school premises, he/she shall have the right of representation by a representative of the Association at such a meeting, at such time the request or order is actually made.

## **6. SURVEILLANCE/VIDEO CAMERAS**

Electronic monitoring equipment, such as video/surveillance equipment, may be installed and used for legitimate security purposes only. Any and all information captured by any electronic means, will not be used in the evaluation and/or observation of any member of the Association unless mutually agreed to by and between the District, the Member, and the Association. Information gathered by any electronic means will not appear or be referenced on any observation or evaluation. Information gathered by any electronic means cannot be used in any disciplinary hearing or proceeding pursuant to Section 3020-a of the Educational Law unless the information reveals the striking of a student or any other illegal activity.

## **ARTICLE VII - PROTECTION OF TEACHERS**

### **1. REPORT OF ASSAULTS OR CIVIL ACTIONS**

Principals and teachers shall be required to report promptly all cases of assault suffered by teachers and/or civil actions filed against them in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report.

### **2. DISTRICT ATTORNEY'S DUTIES**

The District's attorney shall inform the teacher of his/her rights under the law and shall provide such information in a written document.

### **3. LEGAL AID AND COUNSEL TO TEACHERS**

The District is responsible to defend any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in discharge of the teacher's duties and within the scope of the teacher's employment. A teacher must produce, within ten (10) days, either the original or a copy of any summons, complaint, process notice, demand or pleading to the School District.

### **4. TEACHER'S SALARY DURING THIS TIME**

If an assault on a teacher results in lost time or loss or damage to personal property, the teacher shall be paid in full for his/her lost time for a period of time not to exceed one year and reimbursed for the mutually agreed reasonable value of his/her lost or damaged property, and the paid absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement.

### **5. PERSONAL PROPERTY**

Reasonable efforts will be made by the administration to protect the personal property of teachers provided the teachers have followed the rules and regulations of the District concerning such matters.

## **ARTICLE VIII - LEAVES OF ABSENCE**

### **1. SICK LEAVE**

- A.** Each member of the professional staff is entitled to fifteen (15) days sick leave per year. Sick leave is earned as of July 1st but is usable beginning with the first day of the school year. A maximum of 450 days sick leave may be accumulated per individual.

- B.** Sick leave with full pay shall not be granted beyond the accumulated credits. After all credits have been used, the Board may, at its discretion, grant sick leave with half (1/2) pay for a period of three (3) months to any employee whose term of service has covered three or more years. In special instances, sick leave with half (1/2) pay may be still further extended. In the event that a unit member is denied sick leave with half (1/2) pay, he/she shall be eligible to commence their unpaid leave of absence under the FMLA after exhausting all of his/her accumulated credits.
- C.** Absence of at least a half day shall be the smallest unit used in the calculation of sick leave. For persons employed on a ten-month basis, the rate of deduction for absences shall be 1/200th of the annual salary for each working day of absence.
- D.** Absence because of illness must be reported by the employee on the first working day of such absence. Absence shall be charged against sick leave only for days which are designated working days for the employee.
- E.** An absence due to serious illness in the family shall be charged against the employee's sick leave.
- F.** Any employee absent for a period of three consecutive working days due to illness may be required to file a doctor's certificate to justify his/her absence. In case of an extended illness, a doctor's certificate must be filed at the end of the twelfth (12<sup>th</sup>) working day of absence and must state the nature of the illness, for the period involved. In cases of prolonged illness during which the employee, through accumulated sick leave credits, continues to receive his/her salary, a doctor's certificate must be filed every thirty (30) calendar days.
- G.** Non-tenured teachers, who are notified that they are not being rehired for the following year, or who resign, may be required to submit proof of illness from a licensed physician for excessive absence.
- H.** The District may require any teacher to undergo a medical examination by (a) doctor(s) of its designation at its expense.

## **2. PERSONAL DAY**

- A.** Personal days are to be used only for legitimate personal business which cannot be conducted outside the regular school day. Notice of personal days must be made as soon as practicable. No member of the staff utilizing a personal day shall be required to bare the details of his or her personal business with the exception of personal days which immediately precede or immediately follow a holiday/vacation period. Personal days immediately preceding or immediately following a holiday/vacation period requires approval of the Superintendent. Such

approval is at the sole discretion of the Superintendent.

- B. Each member of the staff will receive two (2) personal days per year. At the conclusion of the school year, unused personal days will convert to sick days and be added to the teacher's personal sick bank account.
- C. Absence due to sickness or death in the family, or to religious holidays, shall not be deemed a personal day.

### 3. CHILD CARE LEAVE

- A. **PAID:** An employee shall be entitled to six (6) weeks paid sick leave immediately following the birth or adoption of his or her child. Said time shall be deducted from the employee's sick bank account.
- B. **UNPAID:** An employee may request a leave of absence without pay for child care provided that:
  - i. the leave application shall specify the date of commencement (which shall not be within three (3) months of the application) and the date of termination which shall comply with ii-iv below;
  - ii. the leave shall not exceed two (2) years;
  - iii. the leave shall terminate at the start of a semester. The District must receive notification by April 1st or December 1st, whichever applies, of the employee's intentions regarding employment for the next semester;
  - iv. if the leave is taken in the same school year during which there was a paid sick leave resulting from a pregnancy and/or childbirth disability, the child care leave shall terminate at the start of a semester or marking period.

### 4. DEATH IN THE FAMILY

Absence due to serious illness or death in the immediate family will be permitted. An absence due to serious illness in the family shall be charged against the employee's sick leave, but a three (3) day period of mourning for a death in the family shall be allowed with no loss of sick leave or personal days. However, if an employee's religious practices call for it, then the period of mourning may be extended to a maximum of five (5) days, with no loss of sick leave or personal days. The "immediate family" will usually include grandparents, brother, sister, spouse, child, father, mother, or any other person legally or reasonably bearing a similar relationship to the employee.

## **5. LEAVES OF ABSENCE WITHOUT PAY**

- A.** A tenured teacher shall be entitled, subject to the provisions of this section, to a leave of absence without pay for service in the Peace Corps or for the pursuit of graduate study, provided he/she makes written application therefore to the Superintendent no later than February 1. No more than three (3) teachers shall be granted a leave of absence under this section for any one academic year; and in the event that the Superintendent receives more than three (3) applications therefore, he/she shall determine, upon consultation with the Association, which teachers shall be granted leaves of absence. A tenured teacher shall be entitled, subject to these provisions, to a leave of absence not exceeding two (2) years' service in political office resulting from State or National election. Such leave may commence only after election to office.
- B.** Leaves of absence granted under the provisions of this section shall be for one (1) or more academic years, provided that no more than one (1) year's leave shall be granted for the pursuit of graduate study or two (2) years' leave for service in the Peace Corps or political office. Any teacher who is on leave of absence pursuant to the provisions of this section shall receive no compensation for the academic year involved and shall be entitled to no other direct or indirect pecuniary benefits for such year. He/she shall, however, hold his/her place on the salary schedule.

## **6. ATTENDANCE AT CONFERENCES AND SCHOOL VISITATIONS**

Selected teachers will be allowed to visit other schools during the regular school day in order to observe programs having relationship to programs in existence or proposed in the Babylon School System. Selection of teachers and schools shall be an administrative prerogative.

## **7. JURY DUTY**

Teachers shall be entitled to full pay without loss of sick leave while serving as jurors and shall reimburse the District the jury duty per diem fee, exclusive of travel expense, within thirty (30) days of receipt of such reimbursement.

## **8. SICK LEAVE BANK**

- A.** Bargaining unit members opting to contribute to and to participate in a sick leave bank shall contribute two (2) sick days from their current sick day accumulation. The Personnel Office of the District will canvass each member of the bargaining unit in order to determine the number of participants in the Sick Leave Bank and the number of days on deposit in the Sick Leave Bank available at implementation. Thereafter, in September of each succeeding year that the Sick Leave Bank shall remain in effect, the District will canvass non participating bargaining unit

members in order to determine the number of new participants in the Sick Leave Bank, each of whom shall contribute two (2) sick days from their current sick day accumulation. A list of all participating bargaining unit members and any changes thereto will be provided to the President of the BTA. The District shall maintain an accounting of the days on deposit in the Sick Leave Bank.

- B.** The Babylon Teachers Association ("BTA") shall establish a Sick Leave Bank Committee to review all requests for sick leave time under this provision. The Committee will consist of five (5) members appointed by the BTA with a chairperson designated by the members of the Committee each school year. The President of the BTA will notify the Superintendent in writing of the name of the chairperson and the Committee members at the start of each school year and immediately thereafter of any changes to the composition of the Committee.
- C.** All requests for time under this provision shall be made to the Superintendent who will immediately forward the request to the BTA President for review and determination by the Committee. The Committee may grant up to, but not more than forty-five (45) days to an individual bargaining unit member applying for time under this provision. This does not preclude the individual bargaining unit member from reapplying to the sick bank for an additional period of up to forty-five (45) days under extenuating circumstances which the Committee may, in its discretion, grant. No Sick Leave Bank participant may receive more than ninety (90) days under this provision for any one illness or injury and no Sick Leave Bank participant may apply for additional days beyond the ninety (90) day allotment until he or she has restored at least sixteen (16) days to the Sick Leave Bank.
- D.** In the event the total number of sick days on deposit in the Sick Leave Bank fall below one hundred (100) days, the District will inform the BTA President and the BTA shall inform all participants of the need for a further assessment. All participants in the Sick Leave Bank will then be assessed an equal number of days in order to bring the number of sick days on deposit in the Sick Leave Bank to a minimum of one hundred (100) days. All contributions or assessments of sick days to the Sick Leave Bank shall be in whole days. Any participant who elects to withdraw from participation in the Sick Leave Bank may do so at any time, however, sick leave days already contributed to the Sick Leave Bank will not be restored to the withdrawing participant.
- E.** Effective with the implementation of this agreement, a bargaining unit member of the BTA who is a Sick Leave Bank participant and who is absent due to a medically certifiable illness or injury resulting in a serious disability, shall be eligible to apply for assistance. The following procedures and conditions will apply for utilization of the Sick Leave Bank:



- i. Only members who voluntarily contribute time to the Sick Leave Bank shall be eligible for consideration under this provision.
  - ii. The Sick Bank may only be accessed by the individual faculty member for his/her own illness, or for members of his/her immediate family. The "immediate family" will usually include grandparents, brother, sister, spouse, child, father, mother, or any other person legally or reasonably bearing a similar relationship to the employee.
  - iii. A bargaining unit member must first exhaust his/her individual accumulated sick leave before being eligible to receive time from the Sick Leave Bank.
  - iv. The application to the Sick Leave Bank for leave shall be accompanied by supporting medical certification, which shall be reviewed by the Committee. The Committee shall make a determination as to the eligibility of the applicant to receive up to forty-five (45) days of sick time from the Sick Leave Bank or any extension thereof. A majority vote of the Committee shall constitute approval of the request. The Committee shall transmit its determination in writing to the Superintendent within two days of making the decision.
- F. Any applicant seeking days from the Sick Leave Bank must provide the Superintendent and the Committee with a medical release authorizing them to review the applicant's medical records and to communicate with the applicant's treating physician(s) with respect to the underlying illness or injury.
  - i. No sick leave may be used pursuant to this provision at any time during the months of July and August.
  - ii. No sick leave pursuant to this provision may be granted for any disability or illness which resulted from a job related injury for which a claim has been filed and approved under New York State Workers' Compensation Law.
  - iii. The Committee shall have the right to request that the individual applicant submit to a medical examination by a physician appointed by the Committee. The expenses attributable to such examination shall be borne by the BTA or the applicant and shall not be the responsibility of the District.
  - iv. No bargaining unit member will be eligible for Sick Leave Bank days pursuant to this provision unless he/she can provide medical verification of a probability that the applicant will be able to return to work at the end of his/her Sick Leave Bank leave.
  - v. The Committee shall have the right to request periodic verification of the continued illness or disability for Sick Leave Bank time used pursuant to

this provision at the applicant's expense.

- vi.** The District shall have the right to review the requests for Sick Leave Bank time and the medical documentation provided pursuant to this provision; however, the decision of the Committee shall be final. Bargaining unit members denied Sick Leave Bank time shall have the right to make a presentation to the Committee for its reconsideration.
- vii.** Bargaining unit members who are granted time pursuant to the Sick Leave Bank provision shall be required to restore to the Sick Leave Bank the time utilized. To do so, fifty (50) per cent of each year's newly accrued sick leave will be restored to the Sick Leave Bank until the individual has restored all time he or she used from the Sick Leave Bank.
- viii.** All of the above Sick Leave Bank provisions and all of its procedures and the eligibility decisions of the Committee shall be final and shall not be subject to the grievance and arbitration mechanism of the collective bargaining agreement between the BTA and the Board nor shall it be subject to any other form of litigation.
- ix.** The BTA and the Committee agree to hold the Board, the District and the Superintendent harmless for any decision made with respect to eligibility for Sick Leave Bank leave and with respect to the granting or denial of benefits pursuant to this provision. The BTA agrees to indemnify and to provide defense to the Board, the District and the Superintendent for any claim for damages arising out of any aspect of the implementation of the Sick Leave Bank including but not limited to the decision to grant or deny benefits pursuant to this provision. The BTA shall add the Board, the District and the Superintendent as additional insureds to its general liability policy to cover suits, actions or other proceedings related to this Sick Leave Bank provision and shall provide the Superintendent with written proof of such insurance on an annual basis.
- x.** If the Sick Leave Bank is terminated either because of lack of participation or by mutual consent of the parties, the remaining Sick Leave Bank days will be distributed equitably on a pro rata basis among the then active participating members. If a member returns to work before their allotted time runs out, then the remaining days will be immediately returned to the sick bank.
- xi.** With the exception of faculty members who are excessed, faculty members who resign, retire, or are terminated prior to fully restoring the days borrowed shall be responsible for paying the remaining days back at the annual rate as prescribed under Article X Section 5 ("Plan A" of the Separation Incentive). Such payment will be through an automatic deduction from a separation incentive, if any, final paycheck, or via a personal check to the District within thirty (30) calendar days of its

occurrence. Once payment has been received, the District will restore the days back to the Sick Bank.

## 9. UNUSED SICK LEAVE REIMBURSEMENT

- A. NO CASH OPTION:** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
- B. CONTRIBUTION LIMITATIONS:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) account; the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth (5<sup>th</sup>) taxable year following the taxable year in which that employee terminated employment. In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:
- i. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971<sup>1\*</sup>, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and
  - ii. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees Retirement System regardless of their membership date, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-Elective Contribution exceeds the Contribution Limit, such excess<sup>2\*</sup> shall be contributed to the Employee's 403(b) by January 15<sup>th</sup> of the following year as an Employer Non-Elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and by January 15<sup>th</sup> of each subsequent year for up to five (5) years after the year of the Employee 's employment severance, or until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the *Internal*

- C. 403(b) ACCOUNTS:** Employer contributions shall be deposited into OMNI approved 403(b) account of each recipient employee. If the employee does not have a 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an OMNI approved 403(b)\_account established in the employee's name. Agents from the respective 403(b) provider will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to the representative by the District.
- D. TIER I ADJUSTMENTS:** Tier I members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- E.** This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
- F.** This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, the Provider agrees to provide the Employer with its standard hold harmless agreement where the Employer has selected said Provider as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.
- G.** Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
- H.** All payments due under ARTICLE VII § 9 (Unused Sick Leave Reimbursement) of the collective bargaining agreement between the School District and the Babylon Teachers' Association shall be made as an Employer Non-Elective Contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of this agreement.

**1\* EXPLANATION FOR TRS CATEGORIES:** *Under Education Law §501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier 1 member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-Elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.*

*The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-Elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.*

*2\* The Employer and Employee acknowledge that as of the date of this MOA, the IRS does not have definitive regulations and/or rulings as to the treatment of the excess funds in the event that a member were to pass away before receiving their January 15<sup>th</sup> or subsequent contribution. Once formal guidelines are established by the IRS, both the Employer and Employee agree to comply with the new regulations and/or rulings.*

## **ARTICLE IX - GRIEVANCE PROCEDURES**

### **1. PREAMBLE**

- A.** If either party to this contract petitions the other to discuss what it believes to be a violation of the provisions of this contract or a misinterpretation of its terms, the other party agrees to meet within ten (10) days of the receipt of such petition for the purpose of resolving differences.
- B.** The purpose of grievance procedure is to resolve differences, preferable at the lowest or earliest possible stage in the procedures.
- C.** Grievance procedures may be initiated in any area.
- D.** The aggrieved may be an individual, group of individuals, or the Association.
- E.** The aggrieved may appeal to any member of the Association at any stage of procedure for counseling or any other service provided.
- F.** Every staff member shall have the right to present grievances in

accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal, either directly or indirectly.

- G.** Each party to a grievance shall have access to all written statements and records pertaining to such case.
- H.** All hearings shall be confidential.
- I.** Modification of this procedure shall be instituted through negotiations between the District and the Association.
- J.** Every staff member shall have the right to be represented at any stage of the procedures by no more than three (3) persons of his own choice.
- K.** It shall be the responsibility of the Superintendent to take such steps as may be necessary to give force and effect to these procedures.
- L.** The teacher instituting a grievance shall have the right at all stages to proceed personally, or through the Association's representative, or any other representative of its choice, except that he/she shall not be represented by any person or representative of an employee organization other than the Association.

## **2. DEFINITION OF TERMS**

### **A. GRIEVANCE**

- i.** Any alleged violation, misinterpretation, failure of omission to carry out, or unfair application of law, policies, rules or regulations of the School District. A grievance may concern any working conditions tending to endanger or handicap an employee in the proper discharge of his/her duties.
- ii.** This grievance procedure shall include, but not be limited to the following matters: workload, working hours, salary classification, extra-duty pay, professional evaluation, employee records, promotion and leave (and any other areas referred to in paragraph 4, section 602 of Article 16, Chapter 555 of General Laws).

### **B. AGGRIEVIED PARTY**

Any employee, group of employees, of the School District who is required by the District to hold certification by the State Department of Education, or the Association.

### **C. REPRESENTATIVES**

Any persons selected by the aggrieved party.

## **D. DAY**

A day in which school is legally in session.

### **3. PROCEDURAL STAGES**

#### **A. FIRST PROCEDURAL STAGE <sup>1\*</sup>**

- i. The aggrieved party, with or without a representative of the Association, may present a grievance to his immediate Supervisor or the Building Principal.
- ii. The grievance must be dated and presented in writing no later than thirty (30) days after the alleged grievance. It must delineate the alleged violations and state the remedy sought.
- iii. Five days after the presentation of the grievance, a decision must be rendered by the Supervisor or Building Principal specifying the reasons for the decision, with copies to all parties to the grievance.
- iv. If the aggrieved party is dissatisfied with the decision, a written statement of the reasons must be submitted along with a written request for a review made by the aggrieved party to the Superintendent. This request for a review must be submitted within five (5) days after his/her receipt of the decision.

<sup>1\*</sup> *The BTA may file a grievance at the Second Procedural Stage*

#### **B. SECOND PROCEDURAL STAGE**

- i. A hearing shall be held by the Superintendent or his/her designee within five (5) days of the receipt by the Superintendent of the aggrieved party's request at which the following may be present:
  1. the aggrieved party,
  2. the aggrieved party's representative,
  3. a representative designated by the Association,
  4. the aggrieved party's immediate Supervisor and/or the Building Principal.
- ii. A written decision shall be submitted by the Superintendent within five (5) days following the conclusion of the hearing. Such decision shall be sent to the President of the Board of Education, the Supervisor, the Building Principal, the aggrieved party, and the President of the Association.

- iii. If the aggrieved party is dissatisfied with the decision, a written statement of the reasons must be submitted along with a written request for a review made by the aggrieved party to the Superintendent. This request for review must be submitted within five (5) days after the aggrieved party has notified the Superintendent and the Board of Education President of his/her rejection in writing. The BTA may file a grievance at the second procedural stage.

### **C. THIRD PROCEDURAL STAGE**

- i. The Board of Education shall hold a special meeting of the Board in Executive Session within seven (7) days after receipt of the refutation and request for review. The aggrieved party, his/her representatives, Supervisor, Building Principal and the Superintendent may attend.
- ii. The School Board must render its final decision within ten (10) days after the closing of the hearing(s), with copies to the aggrieved party, his/her Supervisor, the Association President, the Building Principal, and the Superintendent.
- iii. If the aggrieved party is dissatisfied with the decision, a written statement of the reasons must be submitted along with a written request for review made by the aggrieved party to the Superintendent. This request for review must be submitted within five (5) days after the aggrieved party has notified the Superintendent and the Board of Education President of his/her rejection in writing.

### **D. FOURTH PROCEDURAL STAGE**

- i. If the grievance concerning the meaning, interpretation or application of the terms and conditions of this Agreement as provided in this paragraph is not resolved at the Third Procedural Stage, the aggrieved may, within five (5) days of receipt of the Third Procedural Stage decision, notify the Superintendent in writing of his/her intention to submit the grievance to binding arbitration.
- ii. The parties may agree to submit the dispute to a mutually acceptable arbitrator within five (5) days of submission of the dispute to the Fourth Procedural Stage. The above arbitrator shall be governed by both the rules and procedures of American Arbitration Association, as well as the remainder of Article IX. Failure to agree upon an arbitrator within the five days shall cause the aggrieved to submit the proper notice of intent and the demand to the American Arbitration Association.
- iii. Thereafter, the procedures of the American Arbitration Association shall govern the proceedings and award therein and the decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of arbitration shall be borne equally by the parties. Such cost shall not be deemed to include any cost or expense of presentation or



representation to either party to the dispute.

- iv. Nothing contained herein shall be construed to deny to any aggrieved or party considering himself or itself aggrieved, any rights under any law of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.
- v. Neither the denial of tenure nor the non-reemployment of a probationary teacher shall constitute a grievance within the meaning of this contract and shall not be an arbitrable matter.
- vi. It is the intent of the parties hereto to provide herein for the binding arbitration of "agreement grievances", not "personal grievances." The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause or language of this Agreement which is in dispute.
- vii. An arbitrator shall not have authority to amend, modify or add to or delete terms of the Agreement and nothing herein shall be construed to grant such authority to an arbitrator. Prior practices of the parties hereto concerning the matters in dispute or matters similar thereto shall be given substantial weight in arriving at an award. The alleged grievance must occur during the term of this contract.

## **ARTICLE X - SALARY SCHEDULES**

### **1. SALARY SCHEDULES**

- A. The 2017-2018 teacher salary schedules shall remain the same as follows:

Effective July 1, 2017            1.00% increase (*no increment movement*)

- B. The parties specifically agree that for the 2017-2018 school year, teachers shall remain on step (no increment movement) and shall continue to be paid pursuant to the step they were paid during the 2016-2017 school year. Normal step movement pursuant to the provisions of this paragraph shall resume effective for the 2018-2019 school year and thereafter. By way of example, a teacher on Step 5 during 2016-2017 shall remain on Step 5 for 2017-2018 and move to Step 6 during 2018-2019.

- C. The 2018-2021 teacher salary schedules shall be modified as follows:

Effective July 1, 2018            1.75% increase  
Effective July 1, 2019            1.75% increase  
Effective July 1, 2020            1.50% increase

D. Effective July 1, 2017 and in accordance with the current practice of step movement, all new hires shall remain on the step-of-hire for two (2) years prior to advancing to the next eligible step (i.e.: a member hired on step one (1) as of September 1, 2017 shall not advance to step two (2) until September 1, 2019. Thereafter, annual step advancements shall continue). For the purpose of this provision, those BTA unit members who are currently serving as leave replacements or part-time and who maintain employment in the District and are subsequently hired into a probationary position shall not be deemed to be new hires.

E. The above percentage increases will apply to all other compensation in the contract except when noted otherwise.

**F. SCHEDULE OF SALARY EARNINGS**

Salary Schedule		2017-2018					1.00% Increase			
Step	BA	BA 15	BA30	BA45/MA	BA60/MA15	MA30	MA45	MA60	MA75	
1	54025	56184	58348	61050	64288	68073	72394	76716	81037	
2	56184	58348	60506	63207	66450	70232	74556	78875	83195	
3	58348	60506	62672	65371	68611	72394	76716	81037	85360	
4	61050	63207	65371	68073	71314	75095	79416	83740	88063	
5	63750	65910	68073	70773	74014	77797	82118	86440	90762	
6	66450	68611	70773	73476	76716	80498	84821	89142	93464	
7	69154	71314	73476	76176	79416	83197	87520	91842	96166	
8	71853	74014	76176	78875	82118	85900	90224	94546	98866	
9	74556	76716	78875	81576	84821	88602	92923	97247	101571	
10	77255	79416	81576	84279	87520	91302	95625	99948	104270	
11	79958	82118	84279	86979	90224	94003	98327	102648	106968	
12	83197	85359	87520	90224	93463	97247	101565	105891	110214	
13	83197	88602	90761	93463	96705	100484	104809	109130	113453	
14	83197	88602	94003	96705	99948	103729	108049	112374	116697	
15	83197	88602	94003	100484	103729	107509	111833	116154	120474	
16	83197	88602	94003	104267	107509	111292	115614	119935	124255	

Salary Schedule		2018-2019					1.75% Increase			
Step	BA	BA 15	BA30	BA45/MA	BA60/MA15	MA30	MA45	MA60	MA75	
1	54970	57167	59369	62118	65413	69264	73661	78059	82455	
2	57167	59369	61565	64313	67613	71461	75861	80255	84651	
3	59369	61565	63769	66515	69812	73661	78059	82455	86854	
4	62118	64313	66515	69264	72562	76409	80806	85205	89604	
5	64866	67063	69264	72012	75309	79158	83555	87953	92350	
6	67613	69812	72012	74762	78059	81907	86305	90702	95100	
7	70364	72562	74762	77509	80806	84653	89052	93449	97849	
8	73110	75309	77509	80255	83555	87403	91803	96201	100596	
9	75861	78059	80255	83004	86305	90153	94549	98949	103348	
10	78607	80806	83004	85754	89052	92900	97298	101697	106095	
11	81357	83555	85754	88501	91803	95648	100048	104444	108840	
12	84653	86853	89052	91803	95099	98949	103342	107744	112143	
13	84653	90153	92349	95099	98397	102242	106643	111040	115438	
14	84653	90153	95648	98397	101697	105544	109940	114341	118739	
15	84653	90153	95648	102242	105544	109390	113790	118187	122582	
16	84653	90153	95648	106092	109390	113240	117637	122034	126429	

Salary Schedule		2019-2020						1.75% Increase	
Step	BA	BA15	BA30	BA45/MA	BA60/MA15	MA30	MA45	MA60	MA75
1	55932	58167	60408	63205	66558	70476	74950	79425	83898
2	58167	60408	62642	65438	68796	72712	77189	81659	86132
3	60408	62642	64885	67679	71034	74950	79425	83898	88374
4	63205	65438	67679	70476	73832	77746	82220	86696	91172
5	66001	68237	70476	73272	76627	80543	85017	89492	93966
6	68796	71034	73272	76070	79425	83340	87815	92289	96764
7	71595	73832	76070	78865	82220	86134	90610	95084	99561
8	74389	76627	78865	81659	85017	88933	93410	97885	102356
9	77189	79425	81659	84457	87815	91731	96204	100681	105157
10	79983	82220	84457	87255	90610	94526	99001	103477	107952
11	82781	85017	87255	90050	93410	97322	101799	106272	110745
12	86134	88373	90610	93410	96763	100681	105150	109630	114106
13	86134	91731	93965	96763	100119	104031	108509	112983	117458
14	86134	91731	97322	100119	103477	107391	111864	116342	120817
15	86134	91731	97322	104031	107391	111304	115781	120255	124727
16	86134	91731	97322	107949	111304	115222	119696	124170	128642

Salary Schedule		2020-2021						1.50% Increase	
Step	BA	BA15	BA30	BA45/MA	BA60/MA15	MA30	MA45	MA60	MA75
1	56771	59040	61314	64153	67556	71533	76074	80616	85156
2	59040	61314	63582	66420	69828	73803	78347	82884	87424
3	61314	63582	65858	68694	72100	76074	80616	85156	89700
4	64153	66420	68694	71533	74939	78912	83453	87996	92540
5	66991	69261	71533	74371	77776	81751	86292	90834	95375
6	69828	72100	74371	77211	80616	84590	89132	93673	98215
7	72669	74939	77211	80048	83453	87426	91969	96510	101054
8	75505	77776	80048	82884	86292	90267	94811	99353	103891
9	78347	80616	82884	85724	89132	93107	97647	102191	106734
10	81183	83453	85724	88564	91969	95944	100486	105029	109571
11	84023	86292	88564	91401	94811	98782	103326	107866	112406
12	87426	89699	91969	94811	98214	102191	106727	111274	115818
13	87426	93107	95374	98214	101621	105591	110137	114678	119220
14	87426	93107	98782	101621	105029	109002	113542	118087	122629
15	87426	93107	98782	105591	109002	112974	117518	122059	126598
16	87426	93107	98782	109568	112974	116950	121491	126033	130572

- i. All salaries will be based on twenty-one (21) or twenty-six (26) payment periods selected by the teacher.
- ii. The first paycheck at one-half (1/2) regular payment, shall be paid at the conclusion of the last day of the first work week the teachers report to work. The second paycheck, at one-half (1/2) regular payment, shall be paid at the conclusion of the last day of the second week teachers report to work. Thereafter, subsequent paychecks shall be paid bi-weekly.

## G. COMPENSATION FOR EARNED DOCTORATE

Teachers holding earned Ph.D or Ed.D. degrees shall receive an additional \$1508.00 for the 2017-2018, \$1534 for the 2018-2019 school year, \$1561 for the 2019-2020 school year, and \$1584 for the 2020-2021 school year to the salary they would otherwise receive in accordance with the salary schedules. The degree must have been earned at a

college or university accepted as accredited by the New York State Education Department.

## H. MILITARY, PEACE CORPS AND VISTA SERVICE

- i. Military service shall be allowed to a maximum of four (4) years' credit.
- ii. A new teacher for grades K to 12 shall be granted credit up to eight (8) years for previous experience. Service in the Armed Forces shall be given credit up to these same limits, provided that the teacher had begun his/her college preparation to become a teacher or had started teaching before service had begun. Only half (1/2) credit for service in the Armed Forces shall be granted if neither of these stipulations applies.

## I. LONGEVITY POLICY

- i. Longevity payments can be made in either September or February, depending upon eligibility. All longevity payments are cumulative.
- ii. Teachers shall receive a maximum of two (2) years credit for purposes of longevity, for teaching service outside of the District.
- iii. For purposes of calculating a teacher's longevity, part-time service will be pro-rated.
- iv. Schedule to be as follows:

<b>LONGEVITY (start of year)</b>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
17th Year of Service	2881.00	2931.00	2982.00	3027.00
20th Year of Service	2881.00	2931.00	2982.00	3027.00
23rd Year of Service	2881.00	2931.00	2982.00	3027.00
27th Year of Service	2881.00	2931.00	2982.00	3027.00
30th Year of Service	2881.00	2931.00	2982.00	3027.00

## J. SCHEDULE FOR ATHLETICS AND SUPERVISION

<u>FALL SEASON</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
--------------------	------------------	------------------	------------------	------------------

### FOOTBALL

Varsity (Head Coach)	7763.00	7899.00	8037.00	8158.00
Assistant Coach (5)	6965.00	7087.00	7211.00	7319.00
Freshman (2)	4490.00	4569.00	4649.00	4719.00
Jr. High (2)	4490.00	4569.00	4649.00	4719.00
Scouting	1142.00	1162.00	1182.00	1200.00

### FIELD HOCKEY

Varsity (Head Coach)	5443.00	5538.00	5635.00	5720.00
Jr. Varsity/Asst. Varsity	4663.00	4745.00	4828.00	4900.00
Jr. High	4490.00	4569.00	4649.00	4719.00

**GYMNASTICS**

Varsity (Head Coach)	7004.00	7127.00	7252.00	7361.00
Assistant Coach	5538.00	5635.00	5734.00	5820.00

**CROSS COUNTRY**

Varsity (Head Coach) Boys	5443.00	5538.00	5635.00	5720.00
Varsity (Head Coach) Girls	5443.00	5538.00	5635.00	5720.00
Jr. High	4490.00	4569.00	4649.00	4719.00

**TENNIS (GIRLS)**

Varsity	5460.00	5556.00	5653.00	5738.00
Jr. Varsity	4663.00	4745.00	4828.00	4900.00
Jr. High	4490.00	4569.00	4649.00	4719.00

**SOCCER**

Varsity (Head Coach) Boys	5443.00	5538.00	5635.00	5720.00
Varsity (Head Coach) Girls	5443.00	5538.00	5635.00	5720.00
Assistant Coach Boys	4663.00	4745.00	4828.00	4900.00
Assistant Coach Girls	4663.00	4745.00	4828.00	4900.00
Jr. Varsity Coach Boys	4663.00	4745.00	4828.00	4900.00
Jr. Varsity Coach Girls	4663.00	4745.00	4828.00	4900.00
Jr. High Coach Boys	4490.00	4569.00	4649.00	4719.00
Jr. High Coach Girls	4490.00	4569.00	4649.00	4719.00

**CHEERLEADING**

Varsity (Head Coach)	5443.00	5538.00	5635.00	5720.00
Jr. Varsity	4663.00	4745.00	4828.00	4900.00

**VOLLEYBALL (GIRLS)**

Varsity (Head Coach)	7004.00	7127.00	7252.00	7361.00
Jr. Varsity	5538.00	5635.00	5734.00	5820.00

**ATHLETIC TRAINER**

7763.00	7899.00	8037.00	8158.00
---------	---------	---------	---------

**SWIMMING SUPERVISOR**

966.00	983.00	1000.00	1015.00
--------	--------	---------	---------

**WEIGHT ROOM SUPERVISOR**

966.00	983.00	1000.00	1015.00
--------	--------	---------	---------

**INTRAMURALS**

967.00	984.00	1001.00	1016.00
--------	--------	---------	---------

**WINTER SEASON****2017-2018****2018-2019****2019-2020****2020-2021****BASKETBALL**

Varsity (Head Coach) Boys	7763.00	7899.00	8037.00	8158.00
Varsity (Head Coach) Girls	7763.00	7899.00	8037.00	8158.00
Assistant Coach Boys	6147.00	6255.00	6364.00	6459.00
Assistant Coach Girls	6147.00	6255.00	6364.00	6459.00
Jr. Varsity Coach Boys	6147.00	6255.00	6364.00	6459.00
Jr. Varsity Coach Girls	6147.00	6255.00	6364.00	6459.00
Freshman Coach Boys	4490.00	4569.00	4649.00	4719.00
Freshman Coach Girls	4490.00	4569.00	4649.00	4719.00
Jr. High Coach Boys (2)	4490.00	4569.00	4649.00	4719.00
Jr. High Coach Girls (2)	4490.00	4569.00	4649.00	4719.00

**WRESTLING**

Varsity (Head Coach)	7763.00	7899.00	8037.00	8158.00
Jr. Varsity Coach	6147.00	6255.00	6364.00	6459.00
Jr. High Coach (2)	4490.00	4569.00	4649.00	4719.00

**VOLLEYBALL (GIRLS)**

Jr. High Coach (2)	4490.00	4569.00	4649.00	4719.00
--------------------	---------	---------	---------	---------

**WINTER TRACK**

Varsity (Head Coach) Boys	7004.00	7127.00	7252.00	7361.00
Varsity (Head Coach) Girls	7004.00	7127.00	7252.00	7361.00
Assistant Coach Boys	5538.00	5635.00	5734.00	5820.00
Assistant Coach Girls	5538.00	5635.00	5734.00	5820.00

**BOWLING**

	5443.00	5538.00	5635.00	5720.00
--	---------	---------	---------	---------

**CHEERLEADING**

Varsity (Head Coach)	5443.00	5538.00	5635.00	5720.00
Jr. Varsity Coach	4663.00	4745.00	4828.00	4900.00
Jr. High Coach	4490.00	4569.00	4649.00	4719.00

**ATHLETIC TRAINER**

	7763.00	7899.00	8037.00	8158.00
--	---------	---------	---------	---------

**SWIMMING SUPERVISOR**

	966.00	983.00	1000.00	1015.00
--	--------	--------	---------	---------

**WEIGHT ROOM SUPERVISOR**

	966.00	983.00	1000.00	1015.00
--	--------	--------	---------	---------

**INTRAMURALS**

	967.00	984.00	1001.00	1016.00
--	--------	--------	---------	---------

**SPRING SEASON****2017-2018 2018-2019 2019-2020 2020-2021****BASEBALL**

Varsity (Head Coach)	7004.00	7127.00	7252.00	7361.00
Assistant Coach	5538.00	5635.00	5734.00	5820.00
Jr. Varsity Coach	5538.00	5635.00	5734.00	5820.00
Jr. High (2)	4490.00	4569.00	4649.00	4719.00

**SOFTBALL**

Varsity (Head Coach)	7004.00	7127.00	7252.00	7361.00
Assistant Coach	5538.00	5635.00	5734.00	5820.00
Jr. Varsity Coach	5538.00	5635.00	5734.00	5820.00
Jr. High (2)	4490.00	4569.00	4649.00	4719.00

**GYMNASTICS**

Jr. High Coach (2)	4490.00	4569.00	4649.00	4719.00
--------------------	---------	---------	---------	---------

**TENNIS (BOYS)**

Varsity (Head Coach)	5460.00	5556.00	5653.00	5738.00
Jr. Varsity Coach	4663.00	4745.00	4828.00	4900.00
Jr. High (Coach)	4490.00	4569.00	4649.00	4719.00

**TRACK**

Varsity (Head Coach) Boys	7004.00	7127.00	7252.00	7361.00
Varsity (Head Coach) Girls	7004.00	7127.00	7252.00	7361.00
Assistant Coach Boys	5538.00	5635.00	5734.00	5820.00
Assistant Coach Girls	5538.00	5635.00	5734.00	5820.00
Jr. High Coach (2)	4490.00	4569.00	4649.00	4719.00

**LACROSSE**

Varsity (Head Coach) Boys	7004.00	7127.00	7252.00	7361.00
Varsity (Head Coach) Girls	7004.00	7127.00	7252.00	7361.00
Assistant Coach Boys	5538.00	5635.00	5734.00	5820.00
Assistant Coach Girls	5538.00	5635.00	5734.00	5820.00
Jr. Varsity Coach Boys (2)	5538.00	5635.00	5734.00	5820.00
Jr. Varsity Coach Girls	5538.00	5635.00	5734.00	5820.00
Jr. High Coach Boys (2)	4490.00	4569.00	4649.00	4719.00
Jr. High Coach Girls (2)	4490.00	4569.00	4649.00	4719.00

**GOLF**

Varsity (Head Coach)	5460.00	5556.00	5653.00	5738.00
----------------------	---------	---------	---------	---------

**VOLLEYBALL (GIRLS)**

5460.00	5556.00	5653.00	5738.00
---------	---------	---------	---------

**ATHLETIC TRAINER**

7763.00	7899.00	8037.00	8158.00
---------	---------	---------	---------

**WEIGHT ROOM SUPERVISOR**

966.00	983.00	1000.00	1015.00
--------	--------	---------	---------

**INTRAMURALS**

967.00	984.00	1001.00	1016.00
--------	--------	---------	---------

## K. SUPERVISION

Including but not limited to scorer, timekeeper, ticket taker, announcer, crowd control (all to remain for the entire event)

<u>Supervision (per event)</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Jr. High Contests	69.50	70.50	71.50	72.50
Jr. Varsity and Varsity	86.50	88.00	89.50	91.00
Varsity: Football & Boys/Girls Basketball	103.50	105.00	107.00	109.00

## L. EXTRA SEASON COMPENSATION

Appointed Varsity Coaches whose teams compete in post-season playoffs will be paid a supervision pay, as applicable, for each interscholastic competition. For post-season practices, Varsity Coaches will be paid the equivalent of fifty-percent (50%) of a supervision pay for each practice not to exceed one practice per day. The advisors for Performing Groups who participate in extra season competitions will be entitled to payment of one supervision per event.

## M. SCHEDULE FOR CHAPERONING ACTIVITIES

This section does not apply to any employee being paid a stipend to perform such work (e.g., coach, club advisor, etc.).

**i. PERFORMANCES:** The following is an hourly rate. Increments to be calculated in thirty (30) minute segments after the first hour.

<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
34.50	35.00	35.50	36.00

**ii. OVERNIGHT TRIPS:** For purposes of this provision, overnight is defined as crossing the midnight threshold from one day to the next. A weekend overnight shall be Friday to Saturday, Saturday to Sunday, or Sunday to Monday. All overnight trips must be approved by the Board of Education.

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Weekday Overnight	182.00	185.00	188.00	191.00
Weekend Overnight	364.00	370.00	376.00	382.00

In extenuating/emergency situations, an overnight trip may be required to be extended through an additional midnight threshold. In such an event, the employee will be paid the hourly rate under Paragraph "i" of



this section (PERFORMANCES) starting at midnight and capping at the overnight rate (weekday or weekend rate depending on the day) indicated in Paragraph "ii" of this section (OVERNIGHT TRIPS).

## N. SPECIAL TEACHING DUTIES

### i. SCHEDULE:

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
<b><u>PUBLICATIONS</u></b>				
Senior Year Book Advisor	6414.00	6526.00	6640.00	6740.00
School Paper Advisor	3618.00	3681.00	3745.00	3801.00
Literary Magazine Advisor	2532.00	2576.00	2621.00	2660.00
<b><u>COMPETITION/PERFORMANCE</u></b>				
<b><u>All School Musical</u></b>				
Production Director	5443.00	5538.00	5635.00	5720.00
Producer/Technical Director	3810.00	3877.00	3945.00	4004.00
Musical Director	3810.00	3877.00	3945.00	4004.00
Pit Band Director	3236.00	3293.00	3351.00	3401.00
Set Construction	1447.00	1472.00	1498.00	1520.00
Choreographer	724.00	737.00	750.00	761.00
<b><u>Drama Production</u></b>				
Production Director	5443.00	5538.00	5635.00	5720.00
Producer/Technical Director	3810.00	3877.00	3945.00	4004.00
Set Construction	1447.00	1472.00	1498.00	1520.00
<b><u>Extra-Curricular Music</u></b>				
Band - SHS	1447.00	1472.00	1498.00	1520.00
Band - JHS	1447.00	1472.00	1498.00	1520.00
Choir - SHS	1447.00	1472.00	1498.00	1520.00
Choir - JHS	1447.00	1472.00	1498.00	1520.00
Orchestra - SHS	1447.00	1472.00	1498.00	1520.00
Select Chorus	2532.00	2576.00	2621.00	2660.00
Marching Band (2)	1628.00	1656.00	1685.00	1710.00
Pep Band	1447.00	1472.00	1498.00	1520.00
Singing Club - ES (2)	1447.00	1472.00	1498.00	1520.00
Swing Chorus - GS	1447.00	1472.00	1498.00	1520.00
Jazz Band - SHS	2532.00	2576.00	2621.00	2660.00
Jazz Lab Band	1447.00	1472.00	1498.00	1520.00
<b><u>Debate Team</u></b>				
Advisor	4341.00	4417.00	4494.00	4561.00
<b><u>DECA Club</u></b>				
Head Advisor	3618.00	3681.00	3745.00	3801.00
Assistant Advisor	2532.00	2576.00	2621.00	2660.00

**Math Team**

Advisor - SHS	1628.00	1656.00	1685.00	1710.00
Advisor - JHS	1628.00	1656.00	1685.00	1710.00

**Mock Trial**

Advisor - JHS/SHS (2)	2894.00	2945.00	2997.00	3042.00
Advisor - GS (2)	2894.00	2945.00	2997.00	3042.00

**Lego League**

Advisor - GS (2)	4341.00	4417.00	4494.00	4561.00
------------------	---------	---------	---------	---------

**Robotics Club**

Advisor - SHS	4341.00	4417.00	4494.00	4561.00
Advisor - JHS	4341.00	4417.00	4494.00	4561.00

**Science Fair**

Advisor - JHS/SHS	1447.00	1472.00	1498.00	1520.00
-------------------	---------	---------	---------	---------

**Secretary/Treasurer Athletics**

3026.00	3079.00	3133.00	3180.00
---------	---------	---------	---------

**ACADEMIC**

---

**Class Advisors**

Senior Class (2)	2894.00	2945.00	2997.00	3042.00
Junior Class (2)	2532.00	2576.00	2621.00	2660.00
Sophomore Class (2)	1628.00	1656.00	1685.00	1710.00
Feshman Class (2)	1447.00	1472.00	1498.00	1520.00

**Student Council**

Advisor - SHS (2)	3618.00	3681.00	3745.00	3801.00
Advisor - JHS	2894.00	2945.00	2997.00	3042.00
Advisor - GS 5/6	1809.00	1841.00	1873.00	1901.00
Advisor - GS 3/4	1809.00	1841.00	1873.00	1901.00

**Honor Societies**

Nat'l Senior (2)	1447.00	1472.00	1498.00	1520.00
Nat'l Junior (2)	1447.00	1472.00	1498.00	1520.00
Nat'l Art	1447.00	1472.00	1498.00	1520.00
Nat'l Business	1447.00	1472.00	1498.00	1520.00
Nat'l English	1447.00	1472.00	1498.00	1520.00
Nat'l French	1447.00	1472.00	1498.00	1520.00
Nat'l Science	1447.00	1472.00	1498.00	1520.00
Nat'l Spanish	1447.00	1472.00	1498.00	1520.00
Nat'l Thespian	1447.00	1472.00	1498.00	1520.00
Thoreau	1447.00	1472.00	1498.00	1520.00
Tri-M Music	1447.00	1472.00	1498.00	1520.00

**CLUBS - TIER 1****Jr./Sr. High School**

Art Club - SHS	2894.00	2945.00	2997.00	3042.00
Art Club - JHS	2171.00	2209.00	2248.00	2282.00
Best Buddies (2)	2171.00	2209.00	2248.00	2282.00
Leo Club (2)	2171.00	2209.00	2248.00	2282.00
Student School Store Advisor	2171.00	2209.00	2248.00	2282.00

**CLUBS - TIER 2****Jr./Sr. High School**

Chess Club - JHS/SHS	1447.00	1472.00	1498.00	1520.00
Family & Consumer Science Club	1447.00	1472.00	1498.00	1520.00
Interact SEA/SADD	1447.00	1472.00	1498.00	1520.00
Safe Place Club	1447.00	1472.00	1498.00	1520.00
Sign Language Club	1447.00	1472.00	1498.00	1520.00
Technology Club - JHS/SHS	1447.00	1472.00	1498.00	1520.00
World Language Club - SHS	1447.00	1472.00	1498.00	1520.00
World Language Club - JHS	1447.00	1472.00	1498.00	1520.00
Writers Club - JHS/SHS	1447.00	1472.00	1498.00	1520.00

**Grade School**

Art Club	1447.00	1472.00	1498.00	1520.00
Babylon Broadcast Club - GS 6	1447.00	1472.00	1498.00	1520.00
Babylon Broadcast Club - GS 5	1447.00	1472.00	1498.00	1520.00
Creative Writers Club	1447.00	1472.00	1498.00	1520.00
Foreign Language Club - GS 6	1447.00	1472.00	1498.00	1520.00
Foreign Language Club - GS 3/4/5	1447.00	1472.00	1498.00	1520.00
Garden Club	1447.00	1472.00	1498.00	1520.00
Intramurals (Open Gym)	1447.00	1472.00	1498.00	1520.00
Maker Club	1447.00	1472.00	1498.00	1520.00
Safety Patrol	1447.00	1472.00	1498.00	1520.00
Social/Emotional Club	1447.00	1472.00	1498.00	1520.00

**Elementary School**

Art Club	1447.00	1472.00	1498.00	1520.00
Coding Club	1447.00	1472.00	1498.00	1520.00
FLES Club	1447.00	1472.00	1498.00	1520.00
Math Club	1447.00	1472.00	1498.00	1520.00
Yoga Club	1447.00	1472.00	1498.00	1520.00
Young Scientists (STEAM) Club (2)	1447.00	1472.00	1498.00	1520.00

**CLUBS - TIER 3****Jr./Sr. High School**

Peer Tutoring Advisor	724.00	737.00	750.00	761.00
-----------------------	--------	--------	--------	--------

**Grade School**

Airplanes in Flight Club	724.00	737.00	750.00	761.00
Chess Club - GS	724.00	737.00	750.00	761.00
Technology Club - GS	724.00	737.00	750.00	761.00

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
<b><u>OTHER</u></b>				
A.M. and P.M. Detention (3/4 hour)	30.50	31.00	31.50	32.00
A.M. and P.M. Detention (1/2 hour)	70.00	71.00	72.00	73.00
APPR Facilitator	7874.00	8012.00	8152.00	8274.00
Before School/Academic Supp Prog (per hour)	55.50	56.50	57.50	58.50
Computer Support/Technician Elementary School Grade Level Lead Teachers	5780.00	5881.00	5984.00	6074.00
Grade School Grade Level Lead Teachers	1500.00	1526.00	1553.00	1576.00
Home Teaching (per hour)	42.00	42.50	43.00	43.50
Lead Teacher Special Ed (K-6)	3819.00	3886.00	3954.00	4013.00
Library Supervision (per hour)	17.00	17.50	18.00	18.50
Literacy Collaborative Coach	4583.00	4663.00	4745.00	4816.00
Regents Review Classes (1.5 hour)	84.00	85.50	87.00	88.50
Saturday Detention (3/4 hour)	30.50	31.00	31.50	32.00
Saturday Detention (1.5 hour)	70.00	71.00	72.00	73.00
Summer Band (per hour)	43.00	44.00	45.00	45.50
Summer Intervention Prog (per hour)	43.00	44.00	45.00	45.50
Summer Weight Room Supv (per hour)	43.00	44.00	45.00	45.50
<b><u>DIRECTORS</u></b>				
Fine Arts K-12	8769.00	8922.00	9078.00	9214.00
Dean of Discipline 7-12	8769.00	8922.00	9078.00	9214.00
Technology 7-12	8769.00	8922.00	9078.00	9214.00
<b><u>CURRICULUM COORDINATORS</u></b>				
English	8769.00	8922.00	9078.00	9214.00
Foreign Language	8769.00	8922.00	9078.00	9214.00
Mathematics	8769.00	8922.00	9078.00	9214.00
Practical Arts	8769.00	8922.00	9078.00	9214.00
Science	8769.00	8922.00	9078.00	9214.00
Social Studies	8769.00	8922.00	9078.00	9214.00
Special Education	8769.00	8922.00	9078.00	9214.00
<b><u>ADMINISTRATIVE ASSISTANTS</u></b>				
Elementary School	4682.00	4764.00	4847.00	4920.00
Grade School	5453.00	5548.00	5645.00	5730.00
High School	7874.00	8012.00	8152.00	8274.00

- ii. The number of Directors/Curriculum Coordinators, Lead Teacher Special Ed (K-6), and Elementary/Grade School Grade Level Lead Teachers listed above will not be reduced during the term of this contract, nor will there be a change in their number of teaching periods.

## **O. COMPENSATION FOR GUIDANCE COUNSELORS**

- i. Guidance Counselors shall work an extra six (6) days beyond the school year. For these days of summer work, Counselors are to receive 1/200<sup>th</sup> of their salary.
- ii. Guidance counselors are required to work an additional four (4) nights (in addition to the required two (2) evening Parent/Teacher conferences) during the school year, for a duration of no longer than two (2) hours, for the purpose of meeting with those parents who are unable to get to school during the regular school day. The schedule shall be made by the District Director of Guidance in consultation with the Counselors. An administrator must be present for the duration of the evening. For these night hours, Counselors are to receive a prorated rate of 1/200<sup>th</sup> of their salary.

## **P. COMPENSATION FOR DIRECTORS/CURRICULUM COORDINATORS**

- i. It is understood that Directors/Coordinators will be paid at a rate of 1/200<sup>th</sup> of their annual salary for any day worked during the summer months.
- ii. The Directors/Coordinators shall work three (3) days over the summer. One (1) of which will be at the discretion of the individual director/coordinator and two (2) at the District's discretion. These days shall be utilized for but not limited to: updating departmental website, yearend closeouts, data reviews, budgeting for upcoming school year, departmental preparation for upcoming school year, etc. The schedule for summer days will be mutually agreed upon by the Superintendent or his/her designee and the Directors/Coordinators.
- iii. In the event a Director/Coordinator is required to attend a function outside the normal school day hours, with the exception of parent-teacher conferences, he/she shall submit a timesheet with compensation to be set at .00075 of the BA step 1 column for that year, per hour of work.

## **2. FUND FOR PROFESSIONAL MEETINGS**

Pursuant with present practices, money for approved conferences shall be allocated as budgetary items.

### **3. IN-SERVICE AND ACADEMIC COURSE CREDIT**

- A.** Teachers seeking salary credit for in-service or academic courses must obtain prior approval of the Superintendent.
- B.** Requests for prior approval will be granted for graduate school courses from nationally accredited institutions which subsequently appear on official school transcripts and which are in the teacher's subject area or in a field of education.
- C.** The Superintendent's decision will relate to each application and his/her decision shall govern; provided that denials shall not be made in pursuit of a deliberate budget policy; and provided further that it shall not be arbitrary and capricious.
- D.** In exercising his/her discretion, it is understood that the Superintendent will not approve in-service courses for credit in determining compensation for the Master's Degree. For movement beyond the Master's Degree, in-service courses approved by the Superintendent shall constitute no more than six (6) credits of the courses per column used by a teacher for this purpose.
- E.** The Superintendent's denial of any timely prior approval request may be grieved and shall be subject to expedited arbitration procedures in accordance with the above standard "c".
- F.** Course credit requests approved by the Superintendent shall be afforded salary credit upon receipt of timely evidence of satisfactory completion.
- G.** All courses submitted for salary credit must meet at least fifteen (15) hours per credit for each salary credit sought.
- H.** All courses submitted for salary credit must be conducted by on site instructors or through on-line coursework and salary credit will not be awarded for video courses.
- I.** Salary credit for column movement beyond the Master's Degree may only be earned by successfully completing courses taken after the collective bargaining unit member has earned a Master's Degree. All graduate credits earned prior to the award of a Master's Degree, whether or not such courses were applied towards the Master's Degree, will not be credited for column movement beyond the Master's Degree column.
- J.** Commencing with the 2000-2001 school year, teachers shall be required to annually participate in twelve (12) hours of professional development, which will include, but not be limited to, computer training, curriculum writing, staff development, approved on-line coursework, or teaching in-service courses to staff. Teachers shall complete such work outside of

the regular school day. No credit shall be earned toward salary advancement for the required professional development set forth in this paragraph.

- K. Only those credits earned after July 1, 2004 may be used for salary credit on the MA+75 schedule and in-service courses approved by the Superintendent of Schools shall constitute no more than six (6) credits of the courses approved for this purpose.
- L. A teacher will be permitted to move from one salary column to another two (2) times a year prior to receiving a Master's degree. Once the Master's degree has been obtained only one column movement is permitted unless the teacher is pursuing a matriculated degree resulting in an additional certification or license. In the event a teacher is hired mid-column, they may advance two columns to MA+15 during the first year in the district upon completion of the required coursework and at the sole discretion of the Superintendent of Schools. All salaries will be established in September and movement will be permitted either in September or February, provided proof of graduate work or in-service credits have been submitted to the Superintendent.

## **ARTICLE XI - INSURANCE, RETIREMENT, AND OTHER BENEFITS**

### **1. HEALTH INSURANCE**

The District will pay the premium for the Empire Plan less the amount to be contributed by the employees. Teachers shall contribute 16% in 2017-2018, 16% in 2018-2019, 16% in 2019-2020, and 16% in 2020-2021 of the cost of the individual or family premium, as applicable, towards the purchase of health insurance. For any teacher selecting HIP insurance, the District's contribution will be at the same rate for individual and family coverage that the District pays for the Empire Plan, and the individual so electing HIP insurance shall contribute the difference. When more than one family member is eligible to enroll for coverage under the health insurance plan, there shall be no more than one individual and dependent enrollment permitted in any family unit. All teachers shall have their insurance premium contribution deducted from the teacher's salary on an even basis with each bi-weekly payment.

### **2. HEALTH INSURANCE WAIVER**

- A. Members of the unit who withdraw from the District's health insurance plan during the life of this agreement shall receive 40% of the cost of the premium for the individual or family plan, as applicable, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Effective July 1, 2017, newly hired members who withdraw from the district's health insurance plan shall receive 40% of the cost of the premium to the District for the individual or family plan. For the purpose of this provision, those BTA unit members who are

currently serving as leave replacements or part-time and who maintain employment in the District and are subsequently hired into a probationary position shall not be deemed to be new hires.

- B.** Such payments shall be made at the end of the twelve (12) month period. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period, provided, however, that in the case of a member who re-enters within the twelve (12) month period, no payment shall be made. A member of the unit who elects this option shall submit proof of insurance coverage to the District and the Union, as a condition of the granting of this election.
- C.** Members who have withdrawn from the health insurance plan and receive the bonus may apply for re-entry. They must notify the Superintendent's Office of their desire to be re-entered at least three (3) months before the effective date of re-entry.

### **3. RETIREMENT HEALTH INSURANCE**

Members of the unit who have been employed in the Babylon School District for a minimum of ten (10) years who retire during the life of this Agreement and who become eligible for retirement benefits under the New York State Teachers' Retirement System will be entitled to the payment by the school district towards health insurance premiums. If the retiree chooses individual coverage, the District will pay 100% of the premiums. If the retiree chooses family coverage and is otherwise eligible for family coverage, the District will pay an amount equal to the individual coverage plus thirty-five percent (35%) of the difference between the premium for individual coverage and family coverage. The school district and said retiree shall have a contractual agreement as relates to health insurance.

### **4. DENTAL INSURANCE**

The District will pay 100% of the individual or family plan premium (depending upon the marital status of the particular teacher) for the program of Dental Insurance in force. Such payments shall be made for all regular members of the teaching staff and shall be predicated upon the marital status of each teacher. In the event that experience under the said Dental Insurance Program covered by the contract academic year impels the insurance carrier to exact for any academic year a premium which exceeds by more than twenty-five percent (25%) the amount of the premium for the previous academic year and such coverage is maintained in effect the individuals covered thereby shall pay their pro rata share of the difference between 125% of the premium for the previous academic year and the premium charged for the year of increase. The parties shall not be precluded from negotiating over the continuance of the present Dental Insurance Program or its replacement by some other program for any year of this contract.



## **5. LIFE INSURANCE**

The District will pay 100% of the premium of a \$15,000 life insurance policy for each teacher. Additional life insurance may be purchased by the teachers and premium paid by the teachers if such an arrangement can be worked out with the insurance company involved. The plan will be chosen by the Board of Education.

## **6. LONG TERM DISABILITY**

The District will pay 100% of the premium for a plan which will provide sixty percent (60%) of salary to a maximum of \$2,000 monthly, 180 day waiting period, no exclusion of prior medical conditions, payment to age sixty-five (65). The plan will be chosen by the Board of Education and only applies to full time unit members.

## **7. "FLEX PLAN"**

The "Flex Plan" shall be incorporated into the Agreement. Health insurance contributions shall apply within the Flex Plan. At the written request of the teacher, the school district will deduct from payroll the premium for the catastrophic medical insurance (Excess Major Medical) plan. The full cost of the premium to be borne by the teacher.

## **8. SEPARATION INCENTIVE**

Full time members of the bargaining unit, who are eligible to do so may elect to participate in one of the following Separation Incentive Plans:

### **A. PLAN A:**

- i. Full time unit members with fifteen (15) consecutive full years of teaching service in the District, shall be eligible to participate in this plan (PLAN A) at any time up to the end of the first school year they are eligible to receive full retirement benefits from the New York State Teachers' Retirement System (NYSTRS) according to the rules and regulations of NYSTRS in effect at the time they submit a letter of resignation to the Superintendent of Schools.

In the event an eligible member does not exercise his/her right by the end of the first year they are eligible to receive full retirement benefits from NYSTRS, they will lose their eligibility under PLAN A. It is understood that the first year of eligibility may vary depending upon the tier of the New York State Teachers' Retirement System to which the individual member belongs. This section does not preclude a member, who may be eligible to retire prior to age fifty-five (55) because of recent enhancement to the NYSTRS regulations, from receiving benefits, under this provision, at the end of the school year in which they first reach age

fifty-five (55).

- ii. Those eligible unit members who choose to participate in this separation incentive shall submit to the Superintendent of Schools, not later than the next school day following March 1 of their year of resignation, a letter of resignation effective July 1 immediately after that school year together with a written commitment to participate in this retirement plan (PLAN A).
- iii. **METHOD OF PAYMENT:** Payment of this separation incentive shall be made to eligible participants in a single lump sum payment not later than the first day of July immediately following the effective date of their resignation.
- iv. **SEPARATION FORMULA:** All eligible members who elect to participate in this separation incentive will receive payment for accumulated sick days (as of the close of the effective day of the member's resignation) at the rate of \$192.00 per day for 2017-2018, \$195.00 per day for 2018-2019, \$198.00 per day for 2019-2020, and \$201.00 per day for 2020-2021 for a maximum of 450 days. The accumulated sick day reimbursement will be paid as a non-voluntary contribution to the Association's designated 403(b) service provider. This payment will be made in compliance with all current District Plan Document provisions and IRS regulations.
- v. In addition to payment for accumulated sick days, there will be a lump sum payment of \$25,000 under PLAN A.

## **B. PLAN B:**

- i. All full time members of the bargaining unit who do not qualify for PLAN A, shall be eligible for the separation incentive under PLAN B.
- ii. Those eligible unit members who choose to participate in this separation incentive shall submit to the Superintendent of Schools, not later than the next school day following March 1 of their year of resignation, a letter of resignation, effective July 1 immediately after that school year, together with a written commitment to participate in this separation incentive PLAN B.
- iii. **SEPARATION FORMULA:** All eligible members who elect to participate in this separation incentive will receive payment for accumulated sick days (as of the close of the effective day of the member's resignation) at the rate of \$153.00 per day for 2017-2018, \$156.00 per day for 2018-2019, \$159.00 per day for 2019-2020, and \$161.00 per day for 2020-2021 for a maximum of 450 days. The accumulated sick day reimbursement will be paid as a non-voluntary contribution to the Association's designated 403(b) service provider. This payment will be made in compliance with all current District Plan

Document provisions and IRS regulations.

## **ARTICLE XII - DISTRICT-ASSOCIATION LIAISON COMMITTEE**

1. The District-Association Liaison Committee shall consist of equal representation by the Superintendent and the Association. In the event the parties cannot agree upon the number of representatives, there shall be one from each side.
2. The District-Association Liaison Committee shall discuss matters of mutual concern which, for the first session, shall include the teacher evaluation form. At the request of either party, any item(s) shall be discussed in confidence.
3. The District-Association Liaison Committee shall meet at the end of each marking period. Upon one week's advance written request by either party, there shall be one additional meeting during the school year.

## **ARTICLE XIII - NEGOTIATIONS PROCEDURE**

### **1. FORMAL NEGOTIATIONS**

- A. The parties hereto recognize that the Board, school, administration and teachers share in the responsibility of formulating educational policies and goals. In order to formalize and facilitate such sharing of responsibilities, a Professional Negotiations Committee shall be appointed by the Association to negotiate all matters of concern with the Board or its representative, as appointed to represent it under the Public Employees Relations Act.
- B. The Board and the Superintendent agree to furnish to the Association all available information concerning financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate and constructive proposals and programs.
- C. Either party may call upon professional and/or lay representatives to assist them at meetings.
- D. Teacher members of the Professional Negotiations Committee shall be released from school duties without loss of salary when negotiations meetings are scheduled during the school year.
- E. A secretary will be appointed through the joint action of both parties to take minutes of all negotiations meetings. The minutes will be presented at each subsequent meeting for approval of both parties. Copies of these minutes, and any summary statements of them, will be delivered to

the President of the Association, the Chairman of the Professional Negotiations Committee, the Superintendent and the President of the Board of Education. A special report covering items of immediate concern may be issued at any time.

- F. Negotiations concerning a subsequent contract may be initiated at the written request of either the Association, acting through one of its Professional Negotiations Committee members, or the Board acting through one of its members, or the Superintendent as its representative. Such request shall specify the subject matter to be negotiated, and the message shall be sent to the school address of the parties concerned. The Board, or its official representative, and the Professional Negotiations Committee of the Association shall meet within ten (10) days after such a request, and shall meet no less than once a week thereafter until either (a) the matters being negotiated have been resolved by agreement, or (b) an impasse has been reached.
- G. The parties agree to submit on or before November fifteenth (15<sup>th</sup>) in the year prior to the Agreement expiration, their proposed terms and conditions of employment to be negotiated for the next agreement. The first negotiating session shall be within thirty (30) days thereafter, or at some other mutually agreed time.
- H. If both parties have arrived at an agreement with regard to a matter being negotiated, they shall put the agreement into writing. Such written agreement shall be submitted to the Board and the governing body of the Association for ratification. If both ratify the agreement, it shall be publicly announced and put into effect as official Board policy.
- I. Amendments to the above shall be accomplished through the same procedures.
- J. The District agrees not to negotiate with any teachers' group other than the Association for the duration of this contract.

## **2. RESOLVING DISAGREEMENT**

If an impasse is reached, either party may submit the matter to a mediator by filing with the other party and the Public Employment Relations Board, a notice of intention.

### **ARTICLE XIV - LEGAL LIMITATIONS**

In the event the terms of this Agreement are contrary to any provision of appropriate existing Federal, State or Local statutes or ordinances, then the provisions of said laws shall prevail. These superseded provisions, however, shall in no way affect the remaining provisions of this contract, which shall remain in full force and effect.

**ARTICLE XV - TERM OF CONTRACT**

1. This contract shall become effective on July 1, 2017 and shall continue in effect until June 30, 2021, except as amended in writing through mutual consent of both parties.
2. Upon final ratification by both parties, the terms for producing and distributing a copy of the collective bargaining agreement to each bargaining unit member of the school district, shall be agreed upon separately by both parties.

**ARTICLE XVI - SAVINGS CLAUSE**

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

In witness of the contractual agreement, the following do hereby affix their signatures this            day of January 2018.

BABYLON UNION FREE SCHOOL DISTRICT

BABYLON TEACHERS' ASSOCIATION

BY \_\_\_\_\_

BY \_\_\_\_\_

Linda J. Rozzi  
Superintendent of Schools

Robert M. Richardelli  
President

BY \_\_\_\_\_

BY \_\_\_\_\_

Tricia Pané  
Board of Education President

Stephen N. Vaccaro  
Executive Vice-President

BY \_\_\_\_\_

Lisa Lang  
Vice-President GS

BY \_\_\_\_\_

Jennifer Brooks  
Vice-President ES



