

Approved by Board: 12/16/21

AGREEMENT

between

**THE SUPERINTENDENT OF SCHOOLS
OF THE BATAVIA CITY SCHOOL DISTRICT
and**

THE BATAVIA TEACHERS' ASSOCIATION

July 1, 2022 - June 30, 2026

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ARTICLE 1
PREAMBLE

THIS AGREEMENT, made this 16th day of December 2021 by and between the SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL DISTRICT OF BATAVIA, New York, hereinafter referred to as the Superintendent, and the BATAVIA TEACHERS' ASSOCIATION of Batavia, New York, hereinafter referred to as the Association:

The parties to this Agreement seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of professional educational responsibility, and restriction by law, policy, rules and regulations.

Freedom of individual conscience, association and expression shall be encouraged and fairness in procedures shall be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every pupil without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity for all pupils.

The parties recognize that the availability of optimum facilities for both pupil and teacher is desirable to ensure the high quality of education that is the goal of the professional staff member, the Superintendent, and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

In the normal course of events, before the Superintendent adopts a change in policy not covered by this Agreement, which change shall directly affect the terms and conditions of employment of the professional staff covered by the Agreement, including the assignment of non-teaching duties to professional staff, the Superintendent shall notify the President of the Association that he is considering such a change.

It is understood that in unusual or extreme situations the Superintendent must make adjustments immediately in the aforesaid terms and conditions of employment. If such a situation should arise, the Superintendent shall notify the Association, in writing, and the Association shall have the right to negotiate thereon with the Superintendent provided the

Association files a written request to negotiate, limited to the proposed change, within ten (10) school days after the receipt of notice from the Superintendent.

The Board and the Association recognize that the development and implementation of highest quality educational programs for the benefit of the students and total community of Batavia are a common responsibility.

While the legal responsibility for the education programs lies with the Board, it is agreed that the most effective discharge of this responsibility is brought about by consultation and consensus among the entire educational community, which includes the Board, the teaching staff, the non-teaching staff, the Superintendent and the administrative staff, students, and interested citizens of Batavia.

These groups have the same ultimate aim: that of providing for all youngsters enrolled in the Batavia City Schools the best possible educational opportunities. This can only be done in an educational climate which is predicated upon effective working relationships and a common interest in the community.

This Agreement shall hopefully be an integral component of that educational climate.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, it is hereby covenanted and agreed as follows:

ARTICLE 2 **RECOGNITION**

The Board of Education of the City School District of the City of Batavia does hereby recognize the Batavia Teachers' Association as the negotiating agent for all classroom teachers requiring certification by the New York State Education Department and employed by the District as follows:

- A. **Included:** All full-time and part-time probationary and tenured teachers requiring certification by the New York State Education Department and long-term substitute teachers serving in place of probationary or tenured teachers for a period of twenty (20) or more consecutive school days and registered nurses, occupational therapists, physical therapists and their assistants, as well as study hall monitors and ISS personnel who are certified teachers.
- B. **Excluded:** Superintendent; Business Administrator; Building Principal(s); Assistant Principal(s); Director(s); and any other employee(s) requiring administrative or supervisory certification by the New York State Education Department. All long-term substitute teachers serving in place of probationary or tenured teachers for nineteen (19) or less consecutive school days are excluded as are summer school teacher(s); adult education teacher(s); teacher aide(s); teaching assistant(s); per diem substitutes; or other para-professionals and all other employees.
- C. Long-term substitutes shall not be entitled to the following provisions:

Article 7 *Leaves of Absence*

Section A, Subsections 9 and 12(b) and (c);
Section E;
Section F;
Section H;
Section L

Article 8 *Health Insurance*

Section H

Article 9 *Separation Benefits*

Article 11 *Hiring*

Sections B through D

Article 12 *Teachers' Assignments*

Section B through D
Section G

Article 16 *Personnel File*

Section A

Article 17 *Probationary Period*

Article 18 *Discipline/Fair Dismissal Procedure*

Section B

Article 20 *Student Discipline*

Section C

Article 23 *Miscellaneous*

Sections A through G

- D. This recognition shall remain in effect for the period as provided for by law. Either party may act to modify this recognition in accordance with the law.

ARTICLE 3
DEFINITIONS

- A. **Board:** The term "Board" means the Board of Education of the City School District of Batavia, New York.
- B. **District:** The term "District" shall mean the City School District of the City of Batavia, New York.
- C. **Elementary School Building:** The term "Elementary School Building" means the Jackson Primary School Building and the John Kennedy Intermediate School Building and/or grades prek-4.
- D. **Professional Staff:** The term "Professional Staff" means all members of the professional negotiating unit covered by this Agreement as recognized by the Board including all teaching personnel but excluding supervisory and administrative personnel.
- E. **Secondary School Building:** The term "Secondary School Building" means Batavia Middle and Batavia High and/or grades 5-12.

- F. **Special Area Subject:** The term “Special Area Subject” means a course of instruction including, but not limited to: Music, art, physical education, library, technology, FACS, and health classes.
- G. **Special Education:** The term “Special Education” means delivery of instruction and support to students with disabilities as outlined in Individualized Education Programs (IEPs) and other documents.

ARTICLE 4 COMPENSATION

A. **Minimum New Hire Starting Salary:**

Schedule A: \$41,000

Schedule B: \$29,600 - Nurse, attendance supervisors, dental hygiene, occupational therapists, physical therapists, OT/PT associates, study hall monitors, and in school suspension monitors unless they are excessed Schedule A teachers.

The starting salary may be higher based on the new teacher’s prior teaching experience and/or expertise. The starting salary shall be determined at the Superintendent or their Designee’s discretion.

B. **Base Salary Increase:**

Those currently on staff will receive the following percents inclusive of their current Base Wage, Master’s Degree (second master’s degree only), Graduate Hours and Longevity for each of the four years of the contract. If a successor agreement is not ratified by 6/30/26 each staff member will receive a 1.5% increase until an agreement can be reached. The rate for a second master’s degree will remain at \$750 and the Graduate Hour Rate will remain at \$80.00 per hour when one first qualifies under the current terms and conditions maximum number of hours to be 107 hours.

The salary for each unit member is determined as follows:

2022-2023 - 4.5%

2023-2024 - 4.0%

2024-2025 - 4.0%

2025-2026 - 3.8%

- C. One time payment of \$2000 to any unit member in service as of June 30, 2022 or any unit member who retires between September 1, 2021 and June 30, 2022.

D. **Longevity**

For the 2022-2023 school year those unit members in service prior to but with less than 10 full years of service to the District by June 30, 2022, seven hundred fifty dollars (\$750) will be added to their base pay.

For those teachers with at least ten (10) but less than twenty (20) full years of service to the District, one thousand, seven hundred fifty (\$1,750) will be added to their base salary.

For those teachers with at least twenty (20) years of service to the District by June 30, 2022, two thousand, seven hundred fifty (\$2,750) will be added to their base salary.

E. **Health Insurance Incentive:**

Any unit member that is enrolled in PPOD2 or High Deductible plans for a full year will be eligible for a 1.5% salary increase for the 2022-23 and 2023-24 school years.

Any unit member that is enrolled in PPOD2 or High Deductible plans for a full year beginning with the 2024-25 school year will be eligible for a 1.25% salary increase.

ARTICLE 5
PAYROLL

- A. Salary checks shall be issued on a payroll schedule commencing the second Friday of the school year and thereafter every two (2) weeks during the school year.
- B. A teacher shall be paid twenty-one (21) times per year or may at his or her request receive twenty-six (26) payments per year with the checks number twenty-two (22) through twenty-six (26) distributed by the District Business Office within one (1) week after the last June payment under the regulations and guidelines of the IRS pertaining to the deferral of income.
- C. All unit members shall enroll with and receive their paychecks via direct deposit. In the extraordinary event that a unit member requests the issuance of a physical payroll check, then the request shall be made to the Business Administrator, and if approved, said check will be mailed to the unit member no later than the night before the subject payday.

ARTICLE 6
DEDUCTIONS

A. **Dues:**

- 1. At the written request of any professional staff member, the District will deduct dues or an amount equivalent to dues for the Association and its affiliates from the staff member's pay. This request will remain in effect from year to year unless revoked in writing to the Business Administrator with a copy to the Association President.
- 2. Dues will be deducted in ten (10) consecutive equal installments beginning with the second payroll in October.
- 3. The Association shall certify to the District Business Administrator, in writing, the current rate of the membership dues of the organizations listed in this section.

4. Dues deduction authorization must be in writing on a form prepared by the District Business Administrator and must be submitted to the District Business Office on or before the first Friday in October.
5. The amounts deducted will be sent biweekly to the treasurer of the Association whose name shall be filed with the District Business Administrator by the Association.

B. **United Way:**

1. At the written request of any professional staff member, the District shall deduct contributions to the Genesee United Way from the staff member's pay.
2. Contributions will be deducted in fifteen (15) consecutive equal installments beginning with the second payroll in November.
3. Authorization for contribution deductions must be in writing on a form prepared by the District Business Administrator and must be submitted to the District Business Office on or before the first Friday in November.
4. The amounts deducted shall be sent biweekly to the Genesee United Way.

C. **Credit Union:**

1. At the written request of any professional staff member, the District shall deduct payments to the Tonawanda Valley Federal Credit Union from the staff member's pay.
2. Payments will be deducted beginning with the second payroll in October and ending with the last payroll in June.
3. Authorization for Credit Union deductions must be in writing on a form prepared by the District Business Administrator and must be submitted to the District Business Office on or before the first Friday in October. Once such deductions have been authorized, the deductions shall continue to be made until a written notice of revocation of deduction authorization is received either from the teacher or the Credit Union.
4. Authorization for Credit Union deduction shall not be accepted after the first Friday in October except for deductions for payment of a loan. The Business Administrator shall, however, accept authorization for Credit Union deductions after the first Friday in October from teachers who were not employed by the District on the first Friday in October.
5. Notification of such loan must be received by the District Business Office from the Treasurer of the Credit Union.
6. The amounts deducted will be sent biweekly to the Tonawanda Valley Federal Credit Union.

- D. The Association and the District shall agree upon the forms to be used for VOTE/COPE, NYSUT Benefit Trust, Credit Union, Association Dues, Tax Sheltered Annuities ("T.S.A."), and United Way. Forms shall be available on the first day of school for deductions to be made that school year.
- E. The District agrees to make the appropriate payroll deductions within two (2) pay periods of the teacher's filing the proper form. Contribution changes shall be limited to the initial filing and three (3) changes per school year to VOTE/COPE, T.S.A., NYSUT Benefit Trust, Credit Union (provided that T.S.A. changes are statutorily allowed).

ARTICLE 7

LEAVES OF ABSENCE

A. Paid Leave Days:

1. A total of fifteen (15) days of leave per year will be granted to full-time professional staff. Said leave days may be accumulated to a maximum of three hundred (300) days. Those days in excess of two hundred (200) may only be used for sick leave purposes and will not be used in the calculation of the retirement health insurance benefit in Article 9.
2. An experienced teacher coming into the Batavia City Schools may, in the discretion of the Superintendent or their Designee or their Designee, be credited with up to one-half (1/2) of the sick days he or she accumulated while employed in another school district.
3. Leave days shall be credited to the professional staff member as of the first day of school. It is understood that if a problem arises because a professional staff member uses his or her full allotment of leave days to which he or she is entitled for the year and then leaves before the year ends, provision for reimbursement to the District must be made.
4. Absences in excess of three (3) consecutive days require a written note of explanation from the professional staff member. The note may be accompanied by a doctor's certificate if the staff member wishes. Whenever there is a reasonable suspicion that the leave benefits are being abused, the Superintendent or their Designee may require a doctor's certificate. Failure to present the certificate within two (2) weeks after request by the Superintendent or their Designee shall result in a deduction from salary in an amount equivalent of 1/200th of the individual's annual salary for each day of absence.
5. Leave days that are needed which are not related to a sickness or illness are to be used for urgent matters which cannot be scheduled or conducted outside of the school day and may not be used for recreation purposes, income purposes, or to extend a holiday or vacation in any way.
6. Leave days may not be used while a professional staff member is on an unpaid leave of absence.

7. Accumulated leave may be used by a professional staff member who finds it necessary to remain with a sick member of the immediate family or household.
 - a. "Immediate Family" means wife, husband, child, parent, brother or sister.
 - b. "Household" includes a person or persons who reside permanently with the staff member.
 - c. This provision is also applicable to situations when a spouse is needed at home to care for his/her pregnant spouse, or where in the absence of the spouse, the mother-to-be is residing permanently with the staff member.
8. Accumulated leave may also be used to attend funerals or to make arrangements after the death of a close relative including uncles, aunts, in-laws or others residing in the household who are not members of the immediate family.
9. A summer school teacher shall be permitted one (1) leave day per summer session accumulated to three (3) days to be used only during summer sessions.
10. Any person who has an eleven (11)-month assignment and who is scheduled to work during the school summer recess may use accumulated leave only if the work assigned could not be done at another time during the year.
11. Any person who has a twelve (12)-month assignment and who is scheduled to work during the summer recess may use accumulated leave for the period of illness or disability.
12. Extended Leave Committee
 - a. Each unit member will donate one (1) day as membership in the bank. If at the end of any school year, the total number of available days to the bank drops below 125 days, each member will once again be assessed one (1) additional day. Any professional staff member who has used up his or her accumulated leave may apply to a special Extended Leave Committee and request additional leave from the employee contributed bank. Each request shall be judged individually, and no extension of leave may go beyond the current school year in which it is granted. All requests for help from the bank must be in writing, addressed to the President of the Association with a copy to the Superintendent or their Designee. If the Business Administrator is not present when the Committee makes its decision, the President of the Association will convey the results of the Extended Leave Committee's decision to the Business Administrator within five (5) days after the Committee has met.
 - b. The Association shall have full discretion in forming and naming the members to the Extended Leave Committee so long as the Committee includes the Superintendent or their Designee and/or the Business Administrator, and the President of the Association among its membership.

- c. The Association shall be responsible for convening the Extended Leave Committee. Their decisions are to be rendered not less than two (2) weeks before the end of each semester for which the Committee wishes to grant the extended leave.
- d. Salary for days absent in excess of those accumulated by the individual professional staff member shall be deducted from the staff member's pay until the Extended Leave Committee accords additional leave to the professional staff member, at which time the staff member will be reimbursed for the number of days approved by the Extended Leave Committee.

B. **Bereavement Days:**

A member of the professional staff may be absent for up to four (4) days with pay for each death in the immediate family, including spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent or last close relative for whom the professional staff member is responsible for making funeral arrangements. This provision shall not permit any person to use bereavement days and accumulated leave for any one death. These days shall not be deducted from leave days.

C. **Jury Duty:**

No deduction from pay shall be made as a result of a professional staff member being absent for jury duty. It is understood, however, that the money earned for jury duty is to be given to the District if the jury duty was during the normal school working hours.

D. **Court Subpoena:**

No deduction from pay shall be made if a staff member must be absent in order to respond to a court subpoena in a matter in which the staff member is a disinterested party or to appear as a witness in a grievance arbitration hearing pursuant to this Agreement. A full deduction from salary or the use of a leave day shall be necessary if the staff member is required to be in court because he or she is an interested party unless the case is school-related.

E. **Unpaid Child Care Leave:**

1. Unpaid child care leave is available to unit members for up to one (1) full school year following the school year in which the leave began. This leave is inclusive of the unit member's available leave under the Family and Medical Leave Act ("FMLA").
2. Child care leave may be used following the birth or adoption of a child and to care for the child following the birth or adoption, as provided by the FMLA. If an unpaid child care leave follows the mother's delivery of the child, the unpaid child care leave shall begin on the date that the period of child bearing disability is ended, or when the employee's paid sick leave is exhausted, whichever comes first.
3. A written request for child care leave shall be submitted as soon as is reasonable under all of the circumstances, but no later than thirty (30) days prior to the anticipated leave date.

4. If the unit member intends on extending the unpaid child care leave in excess of available FMLA leave, the unit member shall advise the District of his/her anticipated date of return.
5. If a unit member wishes to return from leave prior to the expiration of the unit member's FMLA leave, the unit member shall be returned to his/her original position. After the exhaustion of the unit member's FMLA leave, a unit member who wishes to terminate a child care leave prior to the termination date originally requested by the unit member, application may be made to the Superintendent or their Designee and, if there is an available position and if the Superintendent or their Designee determines that it is in the best interest of the District to permit the early termination, the unit member may be permitted to return to employment in the District at a mutually agreeable time.

F. **Sabbatical Leave:**

Sabbatical leaves shall be granted in accordance with the following provisions and applicable State Law:

1. Up to three (3) professional staff members may be given sabbatical leave for use during anyone (1) fiscal year of the District.
2. Sabbatical leave may be granted for one (1) year at one-half (1/2) annual salary or for one-half (1/2) year at full salary.
3. During the term of the sabbatical leave, all fringe benefits and salary increments shall continue to accrue, including the payment of health insurance premiums by the District.
4. Formal application for sabbatical leave must be filed with the Superintendent or their Designee no later than February 1 of the school year preceding the requested leave time.
 - a. A committee shall be formed to consider and make recommendations to the Superintendent or their Designee concerning Sabbatical Leave applications. One-unit member shall be appointed by the Association President. Other members of the committee shall be appointed by the Superintendent or their Designee.
 - b. Decisions of the Board with respect to the granting of sabbatical leave shall be made prior to April 1 of the school year preceding the requested leave time, and the professional staff members who have applied for sabbatical leave shall be notified of the decision of the Board at that time.
5. The Association understands that a professional staff member who is given a sabbatical leave is expected to return to the Batavia City Schools for at least one (1) year after the taking of the sabbatical leave. The Association shall exert its influence to effectuate this policy. If violations of this policy occur, it may become necessary to require that professional staff members who do not return after a

sabbatical leave reimburse the District for any salary paid during the sabbatical leave.

6. Professional staff members are eligible for sabbatical leave after seven (7) consecutive years of service for the District. It is understood that sabbaticals are not automatic.
7. Applications for sabbatical leaves will be judged by evaluating the past performance of the professional staff member who is applying, and the value and relevance of the proposed leave program to the District.
8. The policy with respect to sabbatical leaves shall be reevaluated as necessary.

G. **Mini Sabbaticals:**

Mini Sabbatical leaves shall be granted in accordance with the following provisions and applicable State Law:

1. Up to three (3) professional staff members may be given mini sabbatical leave for use during any one (1) fiscal year of the District.
2. A Mini Sabbatical leave may be granted for one (1) year at one-half (1/2) annual salary or for one-half (1/2) year at full salary.
3. During the term of the mini sabbatical leave, all fringe benefits and salary increments shall continue to accrue, including the payment of health insurance premiums by the District.
4. Formal application for sabbatical leave must be filed with the Superintendent or their Designee no later than February 1 of the school year preceding the requested leave time.

A committee shall be formed to consider and make recommendations to the Superintendent or their Designee concerning Mini Sabbatical Leave applications. One-unit member shall be appointed by the Association President. Other members of the committee shall be appointed by the Superintendent or their Designee.

Decisions of the Board with respect to the granting of mini sabbatical leave shall be made prior to April 1 of the school year preceding the requested leave time, and the professional staff members who have applied for mini sabbatical leave shall be notified of the decision of the Board at that time.

5. The Association understands that a professional staff member who is given a mini sabbatical leave is expected to return to the Batavia City Schools for at least one (1) year after the taking of the mini sabbatical leave. The Association shall exert its influence to effectuate this policy. If violations of this policy occur, it may become necessary to require that professional staff members who do not return after a mini

sabbatical leave reimburse the District for any salary paid during the mini sabbatical leave.

6. Professional staff members are eligible for mini sabbatical leave after seven (7) consecutive years of service for the District. It is understood that mini sabbaticals are not automatic.
7. Applications for mini sabbatical leaves will be judged by evaluating the past performance of the professional staff member who is applying, and the value and relevance of the proposed leave program to the District.
8. The policy with respect to mini sabbatical leaves shall be reevaluated as necessary.

H. **Office in Professional Organization:**

A leave of absence without pay shall be granted to any professional staff member who is elected to an office in a state or national teachers' organization which office would require the full-time attention of the professional staff member. The year of absence for this purpose shall be counted as a year of experience for purposes of placement on the salary schedule when the staff member returns to the System.

I. **Other Leaves of Absence:**

1. For good reasons shown, the Superintendent or their Designee shall recommend to the Board that a professional staff member who has contracted a long-term illness be given a leave of absence without pay. Such a leave of absence may be granted in accordance with the following provisions:
 - a. A written statement from the staff member's physician specifying the nature of the illness and that it is going to be a long-term illness must be sent to the Superintendent or their Designee.
 - b. Before the staff member is reinstated, approval by a physician retained by the District shall be requested.
 - c. Salary increments shall not accrue during the period of an illness without pay or leave of absence nor shall any fringe benefits accrue during such a period.
2. The Superintendent or their Designee generally shall recommend to the Board a one (1) year leave of absence without pay for any professional staff member for the purpose of returning to school for further education, or for other compelling reasons.
3. Members shall make an effort to schedule recommended cancer screenings and/or blood donations outside the school day and/or year. If this cannot be accomplished, the District shall provide paid leave up to 4 hours per member annually for recommended cancer screening and/or blood donation. This time shall not be deducted from the member's leave time. The member shall provide at

least forty-eight (48) hours' notice to their immediate supervisor of their intent to use any screening/blood donation time.

4. Pre-leave meetings shall be made available to anyone who wishes to discuss salary, health insurance, military or FMLA (Family Medical Leave Act) benefits with the Executive Director of Staff Development and Operations. A BTA representative may accompany the member to this meeting if the member wants this representation. Pre-leave meetings shall be conducted outside of the normal instructional day or during the teacher's planning time.

J. **Military Obligation:**

It is understood that professional staff members with an annual two (2)-week military obligation are encouraged to fulfill that obligation at such time as it will have the least effect on the operation of the District.

K. **Responsibility for Claims:**

It shall be the responsibility of each professional staff member to submit his or her own claims or advance notice for any of the aforesaid types of leave with or without pay.

L. **General Conditions Applicable to Leaves of Absence:**

1. If the leave of absence is granted before the expiration of the probationary period, the staff member must complete the unexpired portion of the probationary period satisfactorily upon return from leave before permanent appointment is granted.
2. A professional staff member returning to the District after leave shall be credited with the accumulated sick leave, seniority, salary step and other benefits and privileges the staff member had when the leave commenced. The only exceptions to this provision are noted in the sections covering sabbatical leave and leave for an office in a professional organization.
3. A professional staff member returning from a leave of absence will be placed in a position which is the same or similar to the one which was held previous to the leave.

M. **Absence Without Pay:**

Subject to demonstrating a just cause and at least two (2) school days of advance notice in writing to the appropriate Building Principal, any professional staff member may be absent from his or her duties without pay. This written notice shall set forth the reason for needing the absence and shall become a part of the staff member's folder. In the event of any emergency, this clause shall not apply.

ARTICLE 8 HEALTH INSURANCE

A. **Health Insurance Coverage:**

1. The District shall provide medical and prescription drug coverage as provided by the Genesee Area Health Care Program. (GAHP PPO, GAHP PPOD2, and GAHP High Deductible).
2. A unit member hired prior to July 1, 2013 may elect coverage under the Genesee Area Health Care (GAHP) PPO Plan, the GAHP PPOD2 Plan or the GAHP High Deductible Plan.

A unit member hired on or after July 1, 2013 but before July 1, 2016 shall be eligible for coverage only under the GAHP PPOD2 Plan or GAHP High Deductible Plan for the first three (3) years of his/her employment. Such a unit member, however, may enroll in the GAHP PPO Plan during such period, but must pay the full difference between the premium cost of the GAHP PPO plan and the District contribution to the GAHP PPOD2 Plan. On or after June 30th of the school year in which such a unit member completes three (3) years of employment, the unit member is eligible for coverage under the GAHP PPO Plan under the same terms as apply to unit members hired prior to July 1, 2013.

A unit member hired on or after July 1, 2016 shall be eligible for coverage only under the GAHP PPOD2 Plan or GAHP High Deductible Plan for the first six (6) years of his/her employment. Such a unit member, however, may enroll in the GAHP PPO Plan during such period, but must pay the full difference between the premium cost of the GAHP PPO plan and the District contribution to the GAHP PPOD2 Plan. On or after June 30th of the school year in which such a unit member completes six (6) years of employment, the unit member is eligible for coverage under the GAHP PPO Plan under the same terms as apply to unit members hired prior to July 1, 2013.

Employee health insurance premium contributions are as follows:

PPO Plan

2022-2023	21%
2023-2024	21%
2024-2025	21%

For the 2025-26 school year, the member will pay their portion of the health insurance as per this table:

Percentage of Members on PPO	Employee Contribution Rate
25% or fewer	21%
Over 25% but less than 30%	22%
30% or greater	23%

PPO D2 Plan

2022-2023	19%
2023-2024	19%
2024-2025	20%
2025-2026	20%

High Deductible Plan

2022-2023	19%
2023-2024	19%
2024-2025	20%
2025-2026	20%

3. Effective October 1, 2005, upon admission to the Genesee Area Health Care Plan it is understood the prescription drug co-pay shall be in accordance to the co-pay established by the Genesee Area Health Care Plan's Board of Directors.
4. Medical and prescription co-pay are eligible to be submitted for reimbursement to either the District's Section 105H or Section 125 Flexible Spending Plans.
5. Effective August 1, 1997 the District will have the right to change health insurance carriers as long as unit members levels of coverage and benefits remain the same as they were in effect on June 30, 1997.
6. Coverage shall begin as soon as possible after the first day of employment and will terminate within one (1) month after the staff member resigns from or is terminated by the District except as provided in Article 9, Section A, Subsection 1(e).

B. Health Reimbursement Plans

1. Unit members who enroll in the GAHP PPO or PPOD2 plans for the full school year (prorated if changes occur mid-year due to a qualifying event), shall receive the following contributions to the unit member's Health Reimbursement Plan ("HRA")

PPO Plan

2022-2023	\$1,000
2023-2024	\$1,000
2024-2025	\$1,000
2025-2026	\$1,000

PPOD2 Plan

2022-2023	\$1,800
2023-2024	\$1,800
2024-2025	\$1,800
2025-2026	\$1,800

2. The District's contribution to the 105H Account shall be prorated if a unit member is appointed after the start of a new school year or is approved to take an unpaid leave of absence.

3. If a member leaves employment the balance of the 105H funds will be available to the member or his or her beneficiary.
4. If a member retires from the district into the NYSTRS or ERS with an established 105 account, the retiree, or his or her beneficiary, will be permitted to retain the 105H account balance, with no further district contribution, to use for qualified medical expenses.
5. BTA members that leave employment for reasons other than retirement have ninety (90) days from their termination date to spend the balance of their 105H funds for medical expenses.

C. **Health Savings Accounts:**

Unit members who are enrolled in the GAHP High Deductible Plan for the full school year (prorated if changes occur mid-year due to a qualifying event) shall receive the following contributions towards a Health Savings Account ("HSA")

2022-2023	\$1,500 single/\$3,000 family
2023-2024	\$1,500 single/\$3,000 family
2024-2025	\$1,500 single/\$3,000 family
2025-2026	\$1,500 single/\$3,000 family

D. **Flexible Spending Plan:**

1. The Association shall be allowed to establish a Flexible Spending Plan as outlined
2. under Section 125 of the Internal Revenue Code. The selection of the Third-Party Administrator and all costs of the operation of the Program shall be borne by the Association.
3. At the written request of any professional staff member, the District shall deduct payments to the Flexible Spending Plan. Authorization must be submitted to the District's Business Office on the appropriate form designed for this deduction.
4. The District agrees to make the appropriate payroll deduction within two (2) pay periods of filing the proper form.
5. The amounts deducted shall be sent to the Third-Party Administrator in the manner determined by the Third-Party Administrator, Association President, Superintendent or their Designee and Business Administrator.

E. **Health Insurance Opt-Out:**

Unit members may opt-out of the District health insurance plan (including the HRA 105H plan) if they submit a waiver form and certification of employer-sponsored coverage to the business office on or before October 1 of each school year or within thirty (30) days of hire date. Those employees who comply with the previously mentioned requirements will receive the stipend (or on a prorated basis depending on the month of hire) in the amount set forth in the following chart:

# of Employees Opting-out of Family Plan	Opt-out Stipend
Up to 39	\$3,500 Family (Including 105h)
40-49	\$4,500 Family (Including 105h)
50 or more	\$5,500 Family (Including 105h)

The total number of opt-outs will be counted on October 1 of each school year. The above chart applies to only family plan opt-outs of employees who are not otherwise covered under the District health insurance plan. It does not include unit members who are eligible only for single coverage (e.g., a dependent child with no spouse or dependent who is covered under his/her parent's health insurance plan with another employer). The unit member must opt-out of coverage for the entire school fiscal year and provide satisfactory proof of alternative health insurance coverage for the full school fiscal year. The opt-out must include all forms of district health insurance coverage and the HRA Plan. A single plan opt out (a unit member who is eligible only for single coverage who declines such coverage) is \$2,250 (including 105H). An opt-out from the family plan when employee opts out as the primary plan holder but is still covered under the District health insurance plan, (e.g., by a spouse) is \$1,500 (Including 105H). District payment will be made by June 30.

The BTA member must elect to waive coverage in writing by June 1 on the District approved form.

A BTA member may opt back into coverage if the unit member experiences a qualifying event as defined under the GAHP. If the BTA member re-enrolls during the fiscal year due to a qualifying event, the opt-out payment will be prorated.

BTA members that seek the family opt-out payment must provide satisfactory proof of their eligibility for family coverage each year.

In the event the documentation is not submitted by the member by the appropriate deadline, the member may submit a written request (along with the requisite documentation) to the Superintendent or their Designee explaining the extenuating circumstances which precluded the member from submitting the form on time. The Superintendent or their Designee may waive the member's failure to timely submit the form in his or her reasonable discretion.

- F. A committee to study alternate health insurance programs shall be established by the Association President and the Superintendent or their Designee when there is a mutually agreed upon need by the parties. The committee shall be composed of three (3) representatives appointed by the Association and three (3) representatives appointed by the District. The aforementioned committee shall forward its final report to the Superintendent or their Designee and the Association.

G. **Patient Protection and Affordable Care Act:**

- 1. Upon the publication of final regulations and/or guidance concerning Health Reimbursement Arrangements or opt-out payments under The Patient Protection

and Affordable Care Act, and upon written request of either party, the parties will promptly meet in good faith to negotiate regarding compliance with these materials.

2. In the event that coverage under any District-sponsored health insurance plan causes any employee to receive an "excess benefit" under Patient Protection and Affordable Care Act, then the Association shall pay an amount equal to the current percentage of the employee premium contribution for the PPOD2 plan, of the tax imposed.

H. **Coverage During Leave of Absence:**

Professional staff members on leave of absence whose insurance premiums are not being paid by the District shall be permitted to maintain their insurance benefits at a group rate for a period of one (1) year or such other period that is required by law, whichever is longer, by reimbursing the group carrier. The District shall continue to pay insurance premiums for professional staff members on sabbatical leaves of absence. At the discretion of the Superintendent or their Designee, the District may continue to pay insurance premiums for professional staff members on long-term illness leaves. These provisions shall not apply if the professional staff member leaves the District to take other employment.

ARTICLE 9
SEPARATION BENEFITS

A. **Retirement Incentive:**

1. **Eligibility**

- a. A professional staff member who voluntarily terminates his or her employment under one of the following conditions shall be eligible for payment to compensate for prior services rendered to the District.
 - i. The teacher may work an additional school year beyond the school year in which he or she becomes first eligible for service retirement benefits without reduction from the New York State Teachers' Retirement System or the New York State Employees' Retirement System under the terms and conditions of his/her perspective tier. The teacher must have ten (10) years of active service in the District at the time of termination.
 - ii. The teacher must terminate his or her employment not later than the July 1 following the date that the teacher becomes eligible for benefits without penalty under the New York State Teachers' Retirement System or the NYSERS and the teacher must have ten (10) years of active service in the District at the time of termination.
 - iii. A staff member must have made a claim, if any, for prior service credit under the NYSTRS or the NYSERS by age 50, unless there are extenuating circumstances that are approved by the Superintendent or their Designee. A staff member's failure to have made the request prior to age 50, makes any additional prior service credit time which is granted by NYSTRS or NYSERS ineligible for this incentive. Extenuating

circumstances may include a change in the law regarding eligibility for credit for a type of service or first employment by the District after age 50 but will not include oversight or lack of knowledge of this requirement on the part of the member.

- iv. All teachers reaching age 50 or older, must annually certify years of service credit with NYSTRS/NYSERS. Certification will include submission of a copy of the member's current NYSTRS/NYSERS annual statement by June 30 of each year along with signing a certification form supplied by the District.
- b. A teacher wishing to take advantage of this termination pay benefit must submit an irrevocable letter of resignation to the Superintendent or their Designee by February 15 prior to the date on which the termination is to occur. The teacher may rescind the irrevocable letter of resignation by June 30 of the same year under the following circumstances only: death or permanent disability of a spouse or domestic partner. To rescind the irrevocable letter of resignation, the teacher must submit a written request to the Superintendent or their Designee along with proof of the death or permanent disability of the spouse or domestic partner.
- c. The lump sum payment and accumulated leave credit shall be given only for voluntary terminations of employment by the teacher. It shall not be paid for terminations for cause by the District or for layoffs.
- d. The incentive will be solely in the form of a non-elective employer contribution to the 403b account of the Employee's choice, for the benefit of the employee paid out in 4 equal annual installments beginning during the month of January following retirement. In the event that an employee dies before receiving the full amount of the incentive, the remaining balance shall be paid to the estate of said employee.

2. Lump Sum Termination Pay:

Any teacher terminating his or her services who meets the conditions of this Article shall be paid \$1,200 for each full year of credited service in the NYSTRS or NYSERS as an employee recognized in Article 2, Section A of the Agreement. Years of credited service will initially be based on the list provided by the District and agreed to by the Association. Final credited service will be based on a Freedom of Information Request to NYSTRS/NYSERS on or about July 1 in the calendar year of retirement. The payment shall be made solely as an employer non-elective contribution in accordance with Section 403(b) of the Internal Revenue Code and its implementing regulations. Said payment will be made in equal installments in January of the four (4) successive calendar years following the teacher's termination of employment, subject to the contribution limitations of IRC 415. The teacher must have ten years of active service in the district at the time of termination.

3. Leave Accumulation Credit:

A teacher who voluntarily terminates his or her employment under the conditions set forth in Article 9, Section A, Subsection 1 above shall be eligible for 100% leave accumulation credit providing he/she is at least fifty-five (55) years of age and eligible for full-time retirement benefits under the New York State Teachers' Retirement System.

- a. Accumulated leave shall be credited at the rate of 1/200th of the teacher's final ten (10) month salary for every day of leave accumulated at the time of termination up to a total of 200 days for employees hired prior to July 1, 2013. At the time of termination, accumulated leave for New Employees (those hired after July 1, 2013) shall be credited at a rate of \$350 per accumulated leave day, up to a total of 200 days.
- b. The District will purchase health insurance through the current District plan for the benefit of the teacher with the money credited to the teacher for accumulated leave or for the Health Care Plan of the member's choice upon submitting to the District's Business Office proof of payment.
- c. If both District employees who are married were employees of the District, upon retirement of both, if one spouse predeceases the other, the surviving spouse shall be allowed to draw insurance credit to the maximum allowed for both.
- d. If a retired member predeceases their spouse then the unused health care money is credited to the spouse for obtaining health care.

B. Retirement/Separation Benefit:

1. Any unit member who is no longer eligible for the retirement incentive set forth in Article 9, Section A above, but retires from the District within five (5) years after being first eligible to retire from NYSTRS or NYSERS without reduction and who has worked for the District for fifteen (15) years or more shall receive an amount equal to \$500 (five hundred dollars) per year of employment with the District, minus withholdings, provided the unit member submits to the District an irrevocable letter of resignation for retirement/separation purposes by February 15th prior to his/her effective date of retirement/separation. Said payment shall be made within sixty (60) calendar days following the unit member's effective date of retirement/separation.
2. The unit members taking advantage of this retirement/separation benefit must retire during the summer months of the year they retire (July or August).

C. Retiree Health Insurance:

Any professional staff member who retires from the District may continue coverage under the terms of this Article by compensating the District an amount equal to the premium cost to the District for such coverage on a semiannual basis. It is understood that the provisions of this paragraph will be applicable only so long as applicable law and Genesee Area Health Care Plan regulations permit retired professional staff members to

be included in the District insurance group. This benefit is in addition to those set forth in Article 9.

D. **403(b) Language:**

1. The union and the District will mutually negotiate language to comply with the new regulations on 403(b) documents. The document will be developed between the union and the district in all aspects not just a provider list.
2. Prior to implementation the District agrees to work collaboratively with the Association and the District's 3rd Party Administrator to develop a 403(b) Plan Document that complies with the new IRS 403(b) regulations.

E. **Resignation Notification:**

In order to encourage early notification of professional staff member's resignation from the District, other than for retirement purposes, the District will continue to pay its portion of the staff member's health insurance coverage:

- i. *Until October 31 for those who submit their resignation by April 1.*
- ii. *Until October 15 for those who submit their resignation by April 15.*
- iii. *Until October 1 for those who submit their resignation by April 30.*

The employer's contribution shall be at the rate paid during the period in which the employee worked and not for any increase for the upcoming school year in which the employee resigned.

In no case shall the District make its contribution where the employee is subject to dual coverage.

ARTICLE 10
NON-RESIDENT ATTENDANCE

- A. Children of current full-time teachers who live outside the District boundaries may be admitted annually to District schools upon written application to the Superintendent or their Designee by August 1st immediately preceding the year of attendance. Such students must meet all criteria set forth below:

B. **Criteria for admission/continued attendance:**

1. The student has an exemplary academic and behavior record.
2. Admission will not cause class size to be excessive as determined by the Superintendent or their Designee.
3. No additional staff will be needed.

4. Student remains in good standing when enrolled. Good standing is defined as maintaining satisfactory standards in academics, attendance and behavior. The Superintendent or their Designee will determine if a student is/is not in good standing.
 5. Students who do not adhere to school rules and regulations will be subject to discipline, including suspension consistent with Section 3214 of the New York State Education Law and/or withdrawal of non-resident student attendance status.
 6. Transportation of the student(s) will be the responsibility of the parent(s).
 7. In situations where custody of children is shared, the employee must have primary, physical custody.
- C. The Superintendent or their Designee reserves the right at any time to revoke the BTA member's child(ren)'s attendance at the Batavia City School District based on the non-compliance with any of the criteria outlined above.

ARTICLE 11 **HIRING**

- A. As positions on the professional staff become available throughout the regular school year, such positions shall be announced to all professional staff members by means of a written bulletin. Batavia professional staff members may request a reassignment or transfer to such open positions.
- B. Whenever a position becomes vacant as a result of a resignation, retirement, or a termination during the school year and a regular substitute has been teaching the class or classes of a professional staff member on an extended leave of absence, the regular substitute may be appointed to the position without an announcement per Article 11, Section A.
- C. Recommendations to the Superintendent or their Designee for hiring of all professional staff shall be made by the Building Principal where the vacancy exists. In the case of vacancy for a professional staff position that services two (2) or more buildings, the recommendation shall be a joint recommendation by the respective building principals. In recognition of the expertise and value of the opinion of members of the professional staff, the principal in each building shall develop strategies to receive the advice of the professional staff.
- D. All things being equal, Batavia staff members shall be given primary consideration for available summer school positions. In hiring the staff for summer school, the Director of Summer School shall take into consideration, among other things, whether the applicant has participated in the summer school previously, the number of years the applicant has participated in the program, and the quality of the applicant's performance in the summer school program.

ARTICLE 12

TEACHERS' ASSIGNMENTS

A. Assignments:

1. The Superintendent or their Designee shall make a continuous effort to comply with the following provisions for making assignments.
 - a. Teachers shall not be assigned outside the scope of their teaching certificate or their major or minor field of study except for good cause.
 - b. The maximum number of weekly periods assigned to any secondary school teacher not teaching the block schedule shall be thirty (30). The usual pattern for these thirty (30) periods shall be twenty-five (25) teaching periods and five (5) student supervisory periods (e.g., study hall, hall duty). Every effort shall be made to rotate supervisory assignments on an annual basis. This provision shall not preclude a teacher from volunteering to accept teaching periods in lieu of student supervisory periods. Both parties to this Agreement agree that no individual shall be pressured by either party into volunteering or not volunteering for a sixth (6th) teaching assignment. Failure to volunteer for such additional teaching assignments shall not be considered grounds for dismissal. A teacher's agreement to volunteer for such additional teaching assignments shall be recorded in writing.

Teachers teaching this schedule will have a minimum of 84 minutes of planning time daily with an activity period of at least 30 minutes at the end of the day.

- c. The maximum number of periods assigned to any High School teacher teaching the block schedule shall be as follows:

Each day consists of four blocks of approximately 84 minutes; an activity period of 30 minutes at the end of the day; plus, a morning homeroom and travel time between classes. The block schedule is based on a six-day rotation (A, B, C, D, E, F) of four blocks per day. (Twenty-four-blocks total.) The normal teaching workload is three assigned blocks and 1 block each day for planning. Three assigned blocks per day over a 6-day rotation equals eighteen blocks. The eighteen blocks shall be divided into fifteen teaching blocks and three supervisory/advisement blocks. (Equal to previous supervisory time Article 12, Section A, Subsection 1(b)) Supervisory/advisement will not require additional preparation time. Except for study halls, teachers shall not be assigned students during the teacher's advisement block. There will be no separate academic reporting of progress from advisement. Article 12, Section A, Subsections 1(b) and (d) are still in effect. Planning time shall be uninterrupted time used for any work-related purpose at the teacher's discretion. No meetings or other assigned tasks shall take place during a teacher's planning period, except as noted below:

Secondary Level: No more than two (2) required meetings during planning periods per month.

- d. Every effort shall be made to avoid assigning pupil contact responsibilities during a teacher's scheduled preparation period. A secondary school teacher who is requested to take a regular assignment, and agrees to do so in addition to having a supervisory period shall be compensated at the rate of one-sixth (1/6) of the teacher's annual salary prorated for the portion of the school year the teacher has six (6) classroom assignments and a supervisory period. Any secondary teacher that accepts a 6th assignment in lieu of a supervisory period will not be compensated as stated above.
- e. The normal weekly work assignment for teachers in the elementary schools will be up to twenty-five (25) hours, or thirty (30) hours per 6 day cycle (if used). These hours shall include all teaching and supervisory duties.

These hours are exclusive of planning time during the student day and the 30 minute duty free lunch.

After School Academic Program: Programs may begin as soon as five minutes after dismissal in that building and continue for one hour. This hour will include both instruction and planning time. Positions shall be posted. Interested BTA teachers shall apply and may be recommended by the Building Principal and appointed by the Board of Education. Teachers appointed to work in the After School Academic Program shall be compensated at the current hourly extended day (BMS/Elementary) rate. Students shall be assigned to specific teachers for specific instruction, e.g. reading, math, writing, for a specified duration, e.g. two days per week for 20 weeks. Program specifics shall be developed annually by a team of teachers and the building principal.

Planning: Each staff member in the elementary school buildings shall receive a minimum of two hundred forty (240) minutes of planning time each full week to be scheduled during the student day. The teacher's planning time shall consist of at least thirty-five consecutive minutes each day. The remaining planning time shall be scheduled at the Administration's discretion.

No meetings or other assigned tasks shall take place during a teacher's planning period, except as noted below:

Required meetings during the planning period shall be held as follows:

Elementary Level: No more than two (2) per month

Any portion of the teacher contractual work day that is outside of the student day as determined by the District shall be considered unassigned time to be used for work-related purposes at the teacher's discretion except as outlined in Article 12.A(1)h.

- f. During the last week of school, the final two days of student instruction will be designated as half days for UPK through 8th grade teachers (on the District Calendar.) In the event that the five emergency days have not been used by

June 1st, the aforementioned half days will be designated by the District as full days without students in attendance. In addition, the day immediately preceding these days will be a half day with students for UPK through 8th grade teachers. These days will be used for end of the year classroom responsibilities.

In the event that an emergency closure would prevent the district from meeting the 180 day New York State compulsory attendance requirement and the Superintendent or their Designee declares a remote instruction day, members will work their normal work schedule and will work from their normal work location unless school buildings are closed. If school buildings are closed, members will work from their homes to provide student instruction. Instruction during these remote days will include asynchronous learning activities unless a staff member chooses to provide synchronous learning.

- g. A flexible schedule for Parent Conferences for the fall semester shall be jointly scheduled by the Association and the Administration in the elementary school buildings. One Superintendent's Conference Day will be used for the purpose for elementary school teachers. Spring parent conferences shall be individually scheduled if requested by either a teacher or a parent. Additional parent conferences shall be scheduled as needed by the individual teachers at a time convenient to the teacher and parent.
 - h. Required meetings shall be scheduled to begin as soon as possible after the students are dismissed from school. In the ordinary course of events, there shall not be more than three (3) required meetings per month. Required meetings shall last for no more than one hour each.
- 2. Any non-compensated extracurricular duties, apart from regular teaching duties, shall be assumed on a voluntary basis.
 - 3. When a vacancy occurs in any extracurricular activity, such position will be posted in all buildings. Anyone wishing to fill said position shall apply in writing.
 - 4. If, in the judgment of the Building Administrator and the sponsors, a need exists, the District shall provide and compensate, if necessary, for the service of teacher chaperones or teacher ticket takers at extracurricular events. The Building Administrator shall select the compensated chaperones from among volunteers for the position. The rate of compensation is set forth in Schedule "C".
 - 5. If, in the judgment of the Building Administrator, the sponsors and the chaperones, if any, a need exists, the District shall provide and compensate for the services of a uniformed police officer at extracurricular events in addition to District chaperones.
 - 6. If the administrator of a particular school within the District decides to devise a new class schedule, eligible members of that building will be given an opportunity to provide input regarding the new class schedule. New schedules will be presented to all impacted members by June 1st.

If an administrator of a particular school within the District decides to devise a new class schedule after June 1st, a schedule showing proposed class, planning and supervisory periods and lunch times, must be presented to all eligible members (unit members and administrators in the impacted building) at least five (5) days prior to a vote.

In order for a change to be enacted, a majority of eligible members of the impacted building must vote approval for only those changes proposed after June 1st for the next immediate school year.

B. Reassignments:

1. A reassignment is defined as the change of a professional staff member's assignment within a tenure area.
2. Notices of reassignment shall be given to the professional staff member as soon as possible; and, barring unforeseen circumstances, this means not later than June 15th of the year preceding the proposed reassignment.
3. In the event a reassignment is necessary, the vacancy shall be filled on a voluntary basis. If no volunteers are available, or if more volunteers than necessarily come forward, length of most recent service in the District shall be given primary but not exclusive consideration in making the necessary reassignments.
4. Involuntary reassignments shall be made only after a conference has been held between teacher and Building Principal, at which time reasons for the reassignment must be outlined and given in writing. If the reassignment remains objectionable to the teacher, a second conference shall be arranged which must include the Superintendent or their Designee. A summary of this second meeting must be placed in the teacher's personnel file.
5. An involuntarily reassigned professional staff member shall be notified in writing when the same or a similar position to the original job becomes vacant. The professional staff member shall be offered the position if the Building Principal and the Superintendent or their Designee concur that this action is in the best interest of the District. Reasons for denial shall become a part of the professional staff member's personnel file.
6. Involuntarily reassigned professional staff members shall have one (1) week after the written notice outlined in paragraph 5 above, to accept or reject, in writing, a return to the previous or similar position. This acceptance or rejection shall go to the Building Principal and the Superintendent or their Designee. Only two (2) such offers may be refused by the professional staff member; at that point, any obligation on the part of the District to return the professional staff member to the same or similar position shall cease.
7. Teachers who wish a reassignment voluntarily shall make this request, in writing, to the appropriate Building Principal, with a copy to the Superintendent or their

Designee. The reasons for refusal by a Principal to honor this request when a vacancy exists shall be given in writing, with the understanding that any appeal may be made by the teacher to the Superintendent or their Designee.

C. **Transfers:**

1. A transfer is defined as the change of a professional staff member's assignment from one building to another, and/or from one tenure area to another.
2. Notice of transfer shall be given to the professional staff member as soon as possible; and barring unexpected circumstances, this means not later than June 15 of the year preceding the proposed transfer.
3. In the event a transfer is necessary, the vacancy shall be filled on a voluntary basis. If no volunteers are available, or if more volunteers than necessarily come forward, length of most recent service in the District shall be given primary but not exclusive consideration in making the necessary transfers.
4. Involuntary transfers shall be made only after a conference has been held between teacher and Building Principal, at which time reasons for the transfer must be outlined and given in writing. If the transfer remains objectionable to the teacher, a second conference shall be arranged which must include the Superintendent or their Designee. A summary of this second meeting must be placed in the teacher's personnel file.
5. An involuntarily transferred professional staff member shall be notified in writing when the same or a similar position to the original job becomes vacant. The professional staff member shall be offered the position if the Building Principal and the Superintendent or their Designee concur that this action is in the best interests of the District. Reasons for denial shall become a part of the professional staff member's personnel file.
6. Involuntarily transferred professional staff members shall have one (1) week after the written notice outlined in paragraph 5 above, to accept or reject, in writing, a return to the previous or similar position. This acceptance or rejection shall go to the Building Principal and the Superintendent or their Designee. Only two (2) such offers may be refused by the professional staff member; at that point, any obligation on the part of the District to return the professional staff member to the same or similar position shall cease.
7. Any professional staff member who wishes voluntarily to be transferred, and who makes that request in writing to the Superintendent or their Designee, with a copy to the appropriate Building Principals, shall be guaranteed an interview for the first applicable vacancy which occurs.
8. Any teacher within the District who accepts a position in the Administrative and Supervisory unit and later returns to a teacher status shall return to that step on the teacher salary schedule that he or she would have been on had he or she remained a teacher.

D. **Special Area Subjects:**

1. Special area subject teachers are to begin their teaching schedules the first full day of school.
2. Substitutes trained for these specific areas are to be obtained in case of absence when available.
3. Substitutes for special area subject teachers in the elementary schools are to be those trained in elementary school teaching if a qualified substitute in that area is not available.
4. The regular classroom teacher shall not be required to establish grades or rate students with respect to their performance in special area subject classes.
5. The regular classroom teacher who is relieved by special area subject teaching as defined above shall be permitted to use the time at his or her discretion unless the curriculum of the special area subject makes it necessary or advisable for the regular classroom teacher to assist the special area subjects classroom teacher.

E. **In-School Suspension Assignments:**

In-school suspension (ISS) is a non-tenured, non-probationary position under Schedule B. Candidates for this position shall be required to have completed no less than three (3) years of college. These positions are annually vulnerable to bumping by probationary or tenured teachers excessed for lack of enrollment or program cuts. Excessed teachers who bump into ISS will remain at their teaching rate of pay. Teachers currently employed in ISS positions will be required to reapply annually under these conditions.

F. **Traveling Teacher Assignment:**

A traveling teacher has teaching assignments in more than one building during at least one instructional day. Traveling teachers shall receive twenty (20) minutes between assignments in different buildings for necessary tasks such as clean up, set up, packing and transporting any materials or personal items, and traveling between assigned buildings. Traveling teachers shall be provided with a thirty (30) minute lunch period and planning time daily, exclusive of the twenty (20) minute travel time. A traveling teacher's planning time will be the same as that afforded to the teachers in the building where the traveling teacher has the majority of student contact time.

The District recognizes that unforeseen circumstances (e.g. inclement weather) may impact this 20 minute time period. Travel Time is not required for teachers requesting Schedule C time in another building.

G. **Detention Period:**

A detention period may be established in each school building for use by the Principal, Assistant Principal or Dean of Students. The Detention Supervisor shall be compensated by the Board if such a period is used.

H. **Class Size:**

The District and the Association recognize that class sizes impact students' ability to learn, and that smaller class sizes are more beneficial to students. To that end, the District will attempt to ensure that no teacher shall have a class size over 28 students.

ARTICLE 13
CURRICULUM COMMITTEES

- A. The Association recognizes that educational policies, curriculum revision, in-service education and similar matters related to the improvement and evaluation of the educational program are the primary responsibility of the Board. The Board also recognizes that these matters are a joint concern of the administrative and teaching staff. Curriculum Committees (of professional staff), such as the Instructional Forum, shall be established from time to time to work with the Superintendent or their Designee. Such committees shall be selected in consultation with the personnel affected by proposed changes. The result of committee work shall be presented to the personnel affected by proposed changes before being presented to the Board.
- B. Each such curriculum committee shall have a chairperson. It shall be the responsibility of each committee chairperson to keep the Building Principal informed of the progress and recommendations of the committee. The Building Principal, in turn, is responsible for keeping appropriate staff informed.
- C. Proposals from teachers to adjust or innovate from the standard curriculum shall be considered by the appropriate curriculum committee.
- D. It is understood that members of the Batavia Instructional Forum shall be given up to two (2) half-days free from teaching to serve on this committee.

ARTICLE 14
WORKING CONDITIONS

A. **Facilities:**

- 1. The Board shall make available restrooms and lavatory facilities exclusively for teacher use and at least one (1) room appropriately furnished shall be reserved for use as a faculty lounge. Coffee and soft drinks shall be permitted in the faculty lounge.
- 2. A semi-private telephone shall be made available for teachers for District business calls.

3. To the extent reasonably and fiscally possible, adequate, safe and lighted parking facilities shall be made available to professional staff.
4. Every effort shall be made to provide adequate facilities, equipment, supplies and teaching materials for professional staff to carry out their instructional program in each school.
5. Every effort shall be made to provide each full-time teacher with his or her own classroom. If this is not possible, every effort shall be made to provide an adequately furnished work area and to keep room changes for teachers to a minimum.
6. Professional staff members shall be provided with lunch areas apart from those provided for the students.

B. **Work Day:**

1. The normal workday for teachers shall be seven (7) hours and twenty (20) minutes. Building Principals may for good reason permit teachers to leave buildings early. It may be necessary from time to time for teachers to remain beyond the normal working day to assist students or to hold parent conferences in the elementary schools. The hours established above do not preclude the scheduling of faculty meetings.
2. Lunch Period
 - a. All teachers shall have at least a thirty (30) minute duty-free uninterrupted lunch period.
 - b. It is understood that in case of emergency, teachers may be required to interrupt their lunch period in order to meet any such emergency.
 - c. Teachers may leave the school during the lunch period by notifying the main office. It is understood that this procedure shall be allowed so long as the Building Principal is satisfied that enough teachers remain on the school premises to meet the contingency of any unforeseen emergency.
3. Each member of the bargaining unit is required to sign-in and sign-out showing the time of arrival and departure if done during the course of their assigned workday. Members who leave early or during the course of their assigned workday will notify the Building Principal of their intention prior to their leaving. The District may elect to require electronic sign-in and sign-out procedures.
4. BTA members shall be permitted to leave at 3:00 p.m. on the day immediately preceding a school vacation.
5. Visiting Days

All teachers in the District and especially beginning teachers are encouraged to plan visits to other classrooms both within the District and without. The appropriate

Building Principal shall use his or her discretion in granting permission for a requested visit. When necessary, the Building Principal or the teacher in question will consult with the Superintendent or their Designee on the approval of visiting days. A teacher shall not incur any reduction in pay for taking an approved visiting day.

6. Conference Days

No pay shall be deducted from a professional staff member who attends a conference or professional meeting for which attendance he or she has received advance approval from the Superintendent or their Designee.

7. College Class Attendance

A professional staff member who has obtained permission from the Superintendent or their Designee to attend approved college classes shall not be required to attend after-school meetings which conflict with an approved college class unless, in the opinion of the Superintendent or their Designee, it is absolutely necessary that the professional staff member be present at such an after-school meeting. It is understood that regardless of other conflicts all teachers are expected to attend one back-to-school night or its equivalent.

C. School Calendar:

1. The Superintendent or their Designee shall involve the Association in the development of the school calendar proposal he/she presents to the Board. If the Board wishes to make substantive changes in the calendar that is presented to them, the Superintendent or their Designee shall request that the Board take no final action on the calendar until after the Superintendent or their Designee has an opportunity to meet with the Association Calendar Committee on the proposed changes. The calendar may include up to five (5) Superintendent or their Designee's Conference Days. The Association shall have an opportunity for input in the planning of these conferences.
2. The work years for the 2022-23, 2023-2024, 2024-2025, and 2025-2026 school years shall commence Labor Day and end on the date set forth on the calendar. Each work year shall not exceed one hundred eighty-five (185) days, the distribution of which shall be handled by the Calendar Committee as set forth above.

D. Student Teacher Programs:

1. Participation in a Student Teacher Program by any professional staff member shall be entirely voluntary. No teacher shall alter his or her teaching style or curricular offerings to accommodate a Student Teaching Program unless he or she does so freely and willingly, and with the consent of the appropriate District Supervisors.
2. No trainees (student teachers or others) will be employed to replace District professional staff or positions while participating in their Student Teaching Program. No Student Teaching Program will be designed for the purpose of aiding teachers because of class size increases due to staff cuts or attrition.

3. Annual review of any Student Teaching Program is required. Any remuneration for participation in a Student Teacher Program may be taken in any form the college offers.

ARTICLE 15

DEFENSE AND INDEMNIFICATION

A. Legal Proceedings

1. The Board shall indemnify and defend all professional staff members from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person within or without the school building provided such member of the professional staff at the time of the accident or injury was acting in the discharge of his or her duties when in the scope of his or her employment and/or under the direction of said Board. The Board shall not be subject to the aforesaid duty unless the professional staff member delivers, within ten (10) days from the time he or she is served with any summons, complaint, process, notice, demand or pleading, the original or a copy of the same to the Board or its duly designated representative.
2. The Board shall provide an attorney or attorneys and pay such attorneys' fees and expenses necessarily incurred in the defense of a professional staff member in any civil or criminal action taken against any professional staff member of the District while in the discharge of his or her duties within the scope of his or her employment. The Board shall not be subjected to the aforesaid responsibility unless the professional staff member involved delivers, within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, the original or a copy of the same to the Board or its duly designated representative.

B. Assault by Student:

1. Any case of assault upon a teacher by a student shall be promptly reported by the teacher to the Building Principal and the Superintendent or their Designee. The teacher shall be provided with legal counsel to advise him or her of his or her rights and obligations arising out of the assault.
2. The teacher shall be given reasonable assistance in the handling of the incident by law enforcement and judicial authorities.
3. The teacher will be given time off with pay to attend to legal proceedings arising out of the assault.

C. Workers' Compensation Payments:

1. Workers' Compensation payments made to the teacher during the time the teacher is receiving full pay shall be reimbursed to the Board.
2. Compensation payments received by the Board of Education are to be used to restore proportionate leave credit to the teacher.

3. At the expiration of all leave credit, compensation payments shall be paid directly to the claimant.

D. **Property Damage Reimbursement:**

The District shall reimburse a professional staff member for the cost of repair or replacement, whichever is less, of clothing or personal effects damaged or destroyed as a result of the teacher doing work within the scope of his or her employment provided, however, that the loss is not caused by the negligence of the claimant or because the claimant took unreasonable risks in wearing clothing or having personal effects unsuitable to the work being done and the conditions there existing. This section is not intended to provide reimbursement for repair or replacement of clothing torn or otherwise damaged by contact with rough or sharp school furnishings, i.e., stockings torn on a rough desk, a jacket sleeve torn on a piece of playground equipment.

ARTICLE 16 PERSONNEL FILE

- A. Professional staff members shall be given copies of all evaluation reports on themselves, shall have access to their official District personnel folders in the District Office (with the exception of college transcripts and recommendations from other than District personnel), and shall be permitted to insert their own data and signed letters of comment.
- B. A teacher shall be given a copy of all evaluations and any letters of complaint or commendations, when such information is placed in his or her file in the District office. The date of receipt of such information in the District office shall be noted on the document. In such cases on complaint or negative evaluation, the teacher has the right to attach a rebuttal or explanation which shall also be added to the teacher's file.
- C. No action shall be taken on any complaint by a parent of a student directed toward a teacher before such matter is reported to the teacher concerned. This does not preclude informal discussion with appropriate personnel. Nor shall any notice of such a complaint be included in the teacher's personnel folder before the matter is reported in writing to the teacher involved. If the complaint is determined to be groundless, it shall not be included in the personnel folder.
- D. A committee to study evaluation/observation shall be formed within sixty (60) days following the receipt of a written request from either party. The Association President and the Superintendent or their Designee shall meet to agree on the procedures and specific goals of this committee, within thirty (30) days after receipt of the request. The aforementioned committee shall forward its final report to the Superintendent or their Designee and the Association President no later than ninety (90) days following the first meeting of the committee.
- E. The District will continue to support a system to assist employees to track and monitor professional development hours required by New York State.

ARTICLE 17

PROBATIONARY PERIOD

- A. A professional staff member who is not performing satisfactorily during the probation period should be told of this fact in writing as soon as possible. The rating supervisor in each probation year should not only point out the areas of weakness but should give opportunity for correction. Improvement, or lack thereof, shall be noted on the final rating sheet for that year.
- B. All probationary professional staff members shall, upon request to the Superintendent or their Designee, have additional classroom observation and evaluation by a supervisor or administrator from the District mutually selected by the Superintendent or their Designee and the Association after the member has received a negative report. The request for an additional evaluation must be made within ten (10) days of receipt of the negative report.
- C. Professional staff denied tenure appointment shall, at their request, be granted a conference with the Superintendent or their Designee. The professional staff member may at his or her request have an Association representative sit in on this conference. The Superintendent or their Designee shall give reasons for dismissal of the individual upon request.

ARTICLE 18 DISCIPLINE/FAIR DISMISSAL PROCEDURES

- A. **Professional Staff Member Discipline:**
 - 1. A professional staff member shall be entitled to representation by the Association when in the course of an investigation, an administrator or unit member believes that any further information provided may become the subject of a letter critical of performance or disciplinary action against the professional staff member (i.e. letter of reprimand, suspension without pay or discharge). When a request for such representation is made, no disciplinary action shall be taken with respect to the professional staff member until such representation of the Association is present
 - 2. All information forming the basis for disciplinary action will be made available to the professional staff member.
- B. **Notice of Termination – Probationary Teachers:**
 - 1. In the first year of a probationary appointment, notice of termination of employment related to professional performance shall be given to probationary staff members as soon as possible. In the second, third, or fourth years, notice shall be given as soon as possible but in any case, no later than April 1st to professional staff with a September anniversary date of appointment, and no later than ten (10) weeks before the anniversary of the date of original appointment if different than September.
 - 2. If the probationary period applicable to a particular professional staff member is amended, the notice dates above shall not be applicable.

3. It is understood that the termination referred to herein relate only to termination for professional performance.

C. **Fair Dismissal Procedures:**

1. In the event the Superintendent or their Designee intends to recommend to the Board the dismissal for cause of a professional staff member or intends to recommend that a probationary professional staff member not be granted tenure, he/she shall give notice of his/her intention by April 1 to professional staff appointed in September and no later than ten (10) weeks before the anniversary date of the staff member's appointment with respect to the staff appointed mid-year.
 - a. These notice dates shall not be applicable during the first year of employment by the District.
 - b. If the probationary period applicable to a particular professional staff member is amended, the notice dates above shall not be applicable.
 - c. It is understood that the terminations referred to herein relate only to termination for teaching performance.
2. A professional staff member who has received a notice of intention from the Superintendent or their Designee may request the specific reasons in writing within five (5) school days of the receipt of such notice. The Superintendent or their Designee shall provide the staff member with the reasons for dismissal within five (5) school days after receipt of the request.
3. Any professional staff member notified of the intent to dismiss for cause under this Article has the right, at his request, to have a hearing before the Board prior to any final action by the Board with respect to the recommended dismissal. A professional staff member shall be given at least thirty (30) days notice of dismissal.
4. Any decision by the Board, in consideration of this Article, shall not be subject to review under the grievance procedure or by any administrative agency (i.e., Public Employment Relations Board, Commissioner of Education, etc.) and the seeking of relief pursuant to this procedure for a Board hearing shall constitute a waiver of any right to seek a hearing on the dismissal in any other forum, and the seeking of relief in any other form shall constitute a waiver of the right to a hearing before the Board hereunder.
5. Nothing herein shall preclude the suspension of a professional staff member pending a decision on dismissal.

ARTICLE 19
GRIEVANCE PROCEDURE

A. **Declaration of Purpose:**

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of professional staff members.

B. **Definitions:**

1. **Aggrieved Party:** Aggrieved party shall mean any professional staff member or group of professional staff members covered by this Agreement and filing a grievance.
2. **Grievance¹:** A grievance is a dispute or controversy arising out of the application or interpretation of this Agreement.
3. **Hearing Officer:** Hearing officer shall mean any individual or board charged with the duty of hearing issues and rendering decisions at any stage of the procedures hereunder.
4. **Party-In-Interest:** Party-in-interest shall mean any party named in a grievance who is not the aggrieved party.

C. **General Procedure:**

1. Each written grievance shall include the name and position of the aggrieved party, the specific article and section of this Agreement involved in the grievance, the time and place where the events or conditions constituting the alleged grievance existed, the identity of the party allegedly responsible for causing the existence of the said events, or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party. Standard forms for the presentation of grievances shall be prepared jointly by the Association and the Superintendent or their Designee and made available to any aggrieved party through the offices of the Association and the Superintendent or their Designee.
2. The Association may submit a grievance as an aggrieved party directly at Stage Three of this procedure.
3. Except as otherwise provided at Stage One of this procedure, an aggrieved party and any party-in-interest shall have the right to confront and cross-examine all witnesses called against him, to testify and to call witnesses.
4. Nothing contained herein shall be construed as limiting the right of any professional staff member having an alleged grievance to discuss the matter informally with any appropriate supervisor or member of the administration.
5. The existence of the grievance procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided.

¹ The contractual grievance procedure relates only to the terms and conditions of this Agreement. It is understood that nothing herein shall preclude a member of the professional staff from filing a grievance pursuant to the grievance procedure adopted by the Board for all employees of the District in accordance with Article 16 of the General Municipal Law.

6. The preparation and processing of grievances, insofar as practicable, shall be conducted during the regular school day. Every effort will be made to avoid involvement of students in any phase of the grievance procedure.
7. The Superintendent or their Designee and the Association agree to facilitate any investigation which may be required. Both parties agree to honor reasonable requests for relevant material, documents, communications and records concerning the alleged grievance.
8. Any records dealing with the alleged grievances shall be filed separately from the personnel file of the aggrieved party.
9. The seeking of relief pursuant to this procedure shall constitute a waiver of any right to seek the same or similar relief in any other forum; and the seeking of relief in any other forum shall constitute a waiver of the right to pursue a grievance hereunder.
10. At all stages of the procedure hereunder, the aggrieved party shall have the right to proceed either alone or with a representative of his choosing. If the aggrieved party does not choose to have a representative of the Association represent him, the Association shall nonetheless be given a written copy of any decision at all stages hereunder, and in addition, the Association shall have the right to be present, regardless of the aggrieved party's desires, at all stages hereunder except the informal stage.

D. **Time Limits:**

1. No alleged grievance shall be entertained and any alleged grievance will be deemed waived unless presented at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, except any grievance which arises during the month of June or during the school summer recess, shall be presented at the first available stage within fifteen (15) calendar days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.
2. If an aggrieved party fails to appeal an unsatisfactory disposition of his or her alleged grievance to the next step of the procedure within the specified time limit, the grievance shall be deemed to be discontinued and further appeal shall be barred.
3. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decisions been communicated on the final day.
4. The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent or their Designee.

5. In the event a grievance is filed on or after June 1, every effort will be made to speed up the grievance procedure so that it may be completed prior to the end of the school term.

E. **Grievance Process:**

1. **Stage One: Informal Stage**

- a. A professional staff member having an alleged grievance shall discuss it with his or her immediate supervisor appropriate to the situation with the objective of resolving the matter informally.
- b. The grievant shall have the right to proceed at this informal stage either alone or with a representative of the Association. If the grievant does not choose to have a representative of the Association present at the informal conference hereunder, and the grievance is resolved at that stage, the Association shall be informed in writing of the resolution of the grievance.

2. **Stage Two: Immediate Supervisor**

- a. If the grievance is not resolved informally, it shall be reduced to writing on the approved form and presented to the immediate supervisor appropriate to the situation within ten (10) school days after the informal conference, except that if the informal conference was held during the month of June or during the school summer recess, the alleged grievance shall be reduced to writing within ten (10) calendar days after the date of the informal conference.
- b. Within two (2) school days after the written grievance is presented to him or her, the said immediate supervisor shall render a decision thereon, in writing, and present said answer to the aggrieved party and to the Association, except that if the written grievance is presented to the immediate supervisor in June or during the school summer recess, he or she shall render a decision thereon, in writing, in accordance with this procedure within two (2) calendar days after the written grievance was presented.

3. **Stage Three: Superintendent or their Designee**

- a. If the grievance is not satisfactorily resolved at Stage Two of the grievance procedure, said aggrieved party shall, within ten (10) school days present the written grievance and the written decision of the immediate supervisor to the Superintendent or their Designee, except that if the written decision is received during the month of June or during the school summer recess, the written grievance and the written decision of the immediate supervisor shall be presented to the Superintendent or their Designee within ten (10) calendar days from the date the written decision of the immediate supervisor was received.
- b. Within five (5) school days after the written grievance and written decision at Stage Two are presented to him, the Superintendent or their Designee shall convene a hearing with the aggrieved party and all parties-in-interest.

- c. Within ten (10) school days after the close of the hearing, the Superintendent or their Designee or his/her designee shall present his written decision to the aggrieved party and to the Association, except that if the hearing was held during the month of June or during the school summer recess, the Superintendent or their Designee or his/her designee shall present his/her written decision to the aggrieved party and to the Association within ten (10) calendar days after the close of the hearing.

4. Arbitration

- a. If the grievance is not satisfactorily resolved at Stage Three and if the aggrieved party and the Association wish to proceed further under the grievance procedure, the aggrieved party and the Association shall within five (5) school days after receipt of the decision at Stage Three present the Superintendent or their Designee with a written request that the grievance be submitted to arbitration, except that if the decision at Stage Three is received during the month of June or during the school summer recess, the aggrieved party must present the written request for arbitration within five (5) calendar days after receipt of the decision at Stage Three.
- b. Within ten (10) school days, a request for a list of arbitrators will be made jointly to the American Arbitration Association, except that if this occurs during the month of June or during the school summer recess, the request to the American Arbitration Association will be made within ten (10) calendar days after receipt of the request for arbitration. Once the parties have contacted the American Arbitration Association, they agree to be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator shall hear the matter promptly and shall issue his or her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law; which is violative of the terms of this Agreement; which alters, modifies, adds to or subtracts from the provisions of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The cost of the services of the arbitrator, will be borne equally by the District and the Association.

ARTICLE 20
STUDENT DISCIPLINE

- A. The Superintendent recognizes the responsibility of the school administration to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. The Building Principal will ensure that there is a process in place to assist the classroom teacher in supporting said students.
- B. A teacher shall have the right to remove a pupil from the classroom when, in the opinion of the teacher, the seriousness of the pupil's offense or persistence of the pupil's misbehavior is disruptive to the teaching-learning process. In such cases the pupil shall be sent to the Principal's office and the teacher shall forthwith inform the Building Principal or his or her designee that the pupil has been removed. As promptly as the teacher's teaching obligations will allow, the teacher shall report the full particulars of the situation to the Building Principal or his or her designee. The student who has been removed shall not be returned to the classroom until the teacher has deliberated with the Building Principal or his or her designee.
- C. At the written request of either party to this Agreement a Joint Study Committee shall be established to evolve a disciplinary policy for the District.
 - 1. The Joint Study Committee shall be comprised of persons representative of the following groups: teachers, administrators, students, and parents.
 - 2. The Association shall appoint representatives to the Joint Study Committee. The Superintendent or their Designee shall appoint representatives of his/her choice.
 - 3. The Joint Study Committee shall prepare a written policy for the handling of disciplinary problems within the educational framework of the Batavia City School District taking into account among other factors the educational goals and philosophy of the District and discipline approaches at each school.
 - 4. It is further recommended by both parties to this Agreement that after the report of the Joint Study Committee is presented, subcommittees should be formed in the individual school buildings to develop procedures for the handling of disciplinary problems in the individual schools taking into consideration, among other things, the report of the Joint Study Committee and the particular disciplinary approaches at the individual school.

ARTICLE 21

BOARD MEETING INFORMATION

- A. Prior to any public meeting of the Board, the Superintendent or their Designee shall make available to the Association's building representatives in each building a copy of the tentative agenda to be covered at the meeting.
- B. In the week following a regular Board meeting, the Superintendent or their Designee shall make available to the Association's representatives for each building any items/supplemental agenda approved at the meeting.

- C. The Superintendent or their Designee shall make every effort to report intended personnel changes which require Board action to the individuals concerned before the information is released to the news media or to the Association.
- D. The Association President or his/her designee shall receive a packet of information similar to that which is provided to the Board of Education members, minus confidential information. This packet shall be made available on the day of a regular Board meeting.

ARTICLE 22

ASSOCIATION BUSINESS

- A. The Superintendent or their Designee shall make available, without charge to the Association, facilities for the meetings of the Association's Executive Council, for general meetings of the Association and for committee meetings of the Association. These meetings must be scheduled with the appropriate Building Principal and must not interfere with the regularly scheduled educational programs of the Batavia City Schools.
- B. The Association shall be permitted use of duplicating equipment and shall be given access to the school mailboxes to place Association materials for all members of the professional staff to the extent that such does not interfere with the normal operation of the schools. The Association may also post materials in the faculty rooms of each building. Duplicating supplies shall be made available to the Association by the District at cost.
- C. The Association and the District agree to share the cost of printing three hundred and fifty (350) copies of this Agreement in booklet form.
- D. **Association Delegates**
The duly elected delegates to the New York State United Teachers' Representative Assemblies and the duly elected delegates to the Annual Meeting of the New York State Teachers' Retirement System shall be permitted to attend annual meetings without loss of salary or leave time or other employee benefits. The Association agrees to send to the Superintendent or their Designee a list of the aforesaid delegates as soon as reasonably possible.
- E. **Association President:**
The President of the Association, shall, if a secondary teacher, be relieved of homeroom duties, study hall duties and all extracurricular duties not voluntarily assumed; if an elementary teacher, his or her schedule shall be so arranged as to provide for a forty five (45) consecutive minute period of unscheduled time each day for the purpose of carrying out Association business.

It is understood that if the aforesaid scheduling is unfeasible, the President shall work out an equitable alternative with his or her Building Principal. In the event the Vice President of the Association must assume the duties of the Association President, this section shall apply to the Vice President as soon as possible. (See Article 23, Section E, Subsection 1)

ARTICLE 23
MISCELLANEOUS

- A. Any time this Agreement requires the Superintendent or their Designee to communicate with the Association, contacting the President of the Association or his/her designee shall satisfy said requirement.
- B. The President and Vice President of the Association shall meet with the Superintendent or their Designee at least once per month during the school year to discuss issues of mutual interest and concern. The purpose is to improve trust, understanding and communications between the parties and throughout the District. These meetings shall be conducted according to the following guidelines:
 - 1. Minutes shall be taken, jointly signed by the Superintendent or their Designee and the Association President and communicated throughout the District.
 - 2. "Live" grievances shall not be discussed.
 - 3. Agenda items shall be communicated to the other party in advance whenever possible.
 - 4. The meeting may be opened up to others if the parties agree.
 - 5. Either party may veto agenda items.
 - 6. In the event either party is not satisfied with the results obtained on an agenda item after discussing said item in two (2) monthly meetings, it may take such other steps to get action as are available to that party.
- C. The parties agree to share available and non-confidential information, statistics, and records upon reasonable request which may be necessary to make intelligent decisions relevant to negotiations or necessary for the proper enforcement of terms of this Agreement.
- D. Association members will be invited to serve on District committees.
- E. Letters of intentions have been exchanged between the Superintendent and the Association on certain issues. Copies of these letters may be seen by contacting any officer of the Association.
 - 1. Article 22, Section E (following precedent, a letter from the Superintendent or their Designee to the Association outlining the option of twelve (12) personal days allocated to the President of the Association for Association business or his/her designee, for Association business). No one person shall use more than ten (10) days per year.
- F. The Association President may appoint one member to any committee whose membership is composed of a majority of teachers. The teacher who is appointed by

the Association must be qualified to serve on the committee (i.e. if the committee deals with elementary concerns, the appointee must be from the elementary faculty; if the committee is for a building concern, the teacher must be from the building).

- G. A committee will be formed at each building to investigate the establishment of a flexible workday for teachers. The committee will include representatives from the association, the Superintendent or their Designee and administration of said building. Upon determination by the committee that a flexible schedule shall be offered by that particular building, bargaining unit members wishing to participate in a flexible schedule must notify the Principal in writing of their desire to have a flexed schedule.
- H. Attendance at Parent-Teacher Association meetings by teachers shall be voluntary except that they shall be required to attend one "back-to-school" night or its equivalent. Teachers shall make every effort to attend programs where their participation would be deemed appropriate. If a city-wide task force composed of representatives of the Association, the Parent-Teacher Association, the Board and the school administration can be formed to discuss restructuring the formal relationships between parents and teachers into a more appropriate and meaningful format, the Association shall participate so long as the other parties continue to participate.
- I. Every effort shall be made by the District to schedule appointments for required physical examinations during regular school hours; if this is not possible, the examinations may be scheduled on Saturdays or other non-school times with at least three (3) weeks' advance notice.

ARTICLE 24

CIVIL SERVICE LAW, ARTICLE 14, SECTION 204-A

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

ARTICLE 25

SAVINGS CLAUSE

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

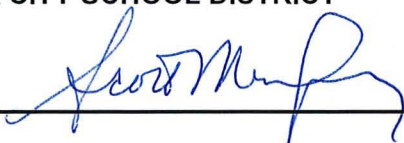
ARTICLE 26

DURATION

Except as otherwise noted herein, this Agreement shall become effective on July 1, 2022, and shall continue in full force and effect through June 30, 2026. The Association and the Superintendent or their Designee shall present their proposals for any modifications of this Agreement not later than February 15, 2026.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 16th day of December, 2021.

BATAVIA CITY SCHOOL DISTRICT

By:  12/17/21
Scott Bischooping, Interim Superintendent Date

BATAVIA TEACHERS' ASSOCIATION

By:  12/17/21
Mark Warren, BTA President Date

APPENDIX A
EXTRACURRICULAR AND COACHING ASSIGNMENTS

A. Coaching Assignments

Group A	Varsity Football Head Coach, Varsity Wrestling, Varsity Girls Basketball, Varsity Boys Basketball, B & G Winter Track
Group B	Varsity Girls, Swimming, Varsity Hockey – Head Coach, Varsity Girls Volleyball, Varsity Softball, Varsity Baseball, Varsity Basketball Cheerleading, B&G Cross Country
Group C	Varsity Football Assistant, Varsity Girls Soccer, Varsity Boys Soccer, B&G Winter Track Asst(s), Varsity Skiing, Varsity Gymnastics, Track and Field, JV Football Head Coach, Varsity Lacrosse – Head Coach, JV Hockey – Head Coach
Group D	Varsity Girls Tennis, Varsity Hockey Assistant, Varsity Boys Tennis, Varsity Golf, JV Football Assistant, JV Girls Volleyball, JV Softball, JV Baseball, JV Lacrosse, Modified B Football – Head Coach, JV Ice Hockey - Head Coach
Group E	Track and Field Assistants, JV Girls Soccer, JV Boys Soccer, Mod B Football Assistant, Mod A Boys Basketball, Mod A Baseball, Varsity Lacrosse Assistant, JV Basketball Cheerleading, JV Football Cheerleading, Cross Country Program Assistant, JV Ice Hockey Assistant

Group F	JV Girls Tennis, JV Boys Tennis, Mod B Girls Soccer, Mod B Boys Soccer, Modified B&G Cross Country, Modified Wrestling, Mod B Girls Volleyball , Mod B Girls Basketball , Mod B Boys Basketball , Mod Softball, Mod B Baseball, Mod Lacrosse, Program Assistant Girls Soccer, Modified/Assistant Ski Coach
Group G	Tumbling Coach – Football Cheerleading, Tumbling Coach – Basketball Cheerleading, Unified Bowling Coach

Longevity will be 1.5% of the base salary for the position group. Longevity years need not be consecutive and can move between groups if within the same sport. Individuals with previous coaching experience outside of Batavia City School District shall receive longevity credit for that experience at the discretion of the Athletic Director.

B. Extracurricular Assignments

Level 1	Elementary Student Government, Elementary Newspaper, Elementary Computer Club, Elementary Art Club, MS Drama, MS Government Advisor, MS Honor Society, MS Newspaper, MS/HS Math Team, MS/HS Chess Club, HS SAAD, MS AHEAD, MS Computer Club, Elementary Drama Club Facilitator, Elementary Pageturners, Elementary Logic Club, MS Mock Trial.
Level 2	Beginning Elementary Chorus, MS Bowling Club (2), Science Olympiad, HS Literary Magazine, HS Musical Orchestra, Freshman Class Advisor, Sophomore Class Advisor, NYSSMA HS/MS (6), HS Ski Club (per bus), MS Ski Club (per bus), MS Literary Magazine, Upper Level Page Turners (MS), Tri-M Advisor, Handbell Director
Level 3	Beginning Elementary Band, Junior Class Advisor, Assistant Drumline Director, Advanced Elementary Orchestra, 6th Grade Chorus, Marching Band/Color Guard, Designer, Academic Challenge, MS Marching Band, MS Jazz Ensemble, MS Yearbook, HS Jazz Ensemble, String Quartet, Chamber Ensemble, HS National Honor Society, HS Drama Club, HS Government Advisor, HS Mock Trial, Barbershop/Sweet Adelines Director, Advanced Elementary Chorus, Model UN.
Level 4	Advanced Elementary Band, Strings, HS Newspaper, HS Yearbook, MS/HS AV/Auditorium Coordinator, MS Co-Director Marching Band, Drumline Director
Level 5	Senior Class Advisor, HS Co-Director Marching Band, Winterguard Director
Level 6	
Level 7	
Level 8	

Subject to approval from the Superintendent or their Designee, school-related events that do not meet the minimum requirements for Schedule C Level 1 shall be paid at the hourly rate for Curriculum Work and Professional Development.

Other Schedule "C" Assignments:

	<u>Per Hour</u>
Ticket Seller	\$20.00
Bus Duty	\$20.00
MS/HS Detention	\$20.00
Chaperone	\$20.00

MS/HS Breakfast Duty	\$20.00
Certified Athletic Supervisor/ Certified Athletic Chaperone (away contests – first aid & CPR certified)	\$30.00
Extended Day	\$30.00
Home Teaching/OSS Tutoring	\$30.00
Game Supervisor	\$30.00
Webmaster (maximum 100 hours)	\$30.00
Exam Proctors	\$30.00
AP Coordinator	\$500.00 per year

Mileage Rate between schools (IRS mileage rate x 3.9 miles)

Mileage rate (IRS mileage rate)

Schedule “C”: HS Musical/Drama:

By April 15th of each school year, the High School Principal, Music Department Chairperson and the English Language Arts Chairperson will determine if BHS will have a Musical or Drama Production in the next school year.

If the determination is made to produce a musical, the High School Principal will request that the Superintendent or their Designee post the following positions by no later than June 15th: The High School Principal, the Music Department Chairperson and the Director of the Musical/Stage Production shall determine the Level to be paid each assistant prior to the posting for these positions.

Musical Director - Level 4
Orchestra Director - Level 2
Assistants
Drama Director (If needed)
Stage Manager
Costumes
Lighting
Sound
Choreography

These Assistants have a combined maximum of Level 14

If the determination is made to produce a non-musical, the High School Principal will request that the Superintendent or their Designee post the following positions by no later than June 15th:

Stage Production Director - Level 4
Assistants
Stage Manager
Costumes
Lighting
Sound

These Assistants have a combined maximum of Level 8

D. **Schedule "C" Form:**

Once the Production Staff has been determined with the appropriate level of reimbursement this form must be submitted to the Schedule C Committee for their review and approval and then submitted to the Superintendent or their Designee to be included as an agenda item for the Board of Education to approve.

Position/Level	Appointee	Appointee's Signature & Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Director of Production _____ Date _____

Signature of Department Chair _____ Date _____

Signature of Schedule C Chairperson _____ Date _____

Signature of Building Administrator _____ Date _____

Any changes to personnel or pay levels must be made on this form and initialed and dated by all involved parties including Department Chair and resubmitted to Schedule C for Board review.

E. **Schedule "C" Salaries:**

Schedule C Starting Salaries:2022-2023 through 2025-2026

Level 8	\$4,800
Level 7	\$4,200
Level 6	\$3,600
Level 5	\$3,000
Level 4	\$2,400
Level 3	\$1,800
Level 2	\$1,200
Level 1	\$600

Group A	\$5,000
Group B	\$4,375
Group C	\$3,750
Group D	\$3,125
Group E	\$2,500
Group F	\$1,875
Group G	\$1,250

All Schedule C positions shall be posted on an annual basis.

Schedule C base salary will be increased 1.5% each year of the contract.

The mileage rate between schools includes staff assigned to home visits.

The Association and its members have exclusive rights to any Schedule C positions. The members will be given first right to acceptance or refusal of these positions. If no unit member wishes to take any of these vacancies then the district may go outside the bargaining unit to fill these positions.

The process of filling these positions occurs before new teachers are hired. Therefore, any open positions during the summer will be offered to new members upon their arrival. The District and Association acknowledge that a non member candidate who meets the Commissioner Regulations for coaching and has been coaching for the District for a specific sport and level for three consecutive years and has earned successful evaluations each year by the Director for Health, PE and Interscholastic Athletics may have right of first refusal for that coaching position and level.

F. **Extended Season Pay:**

If a Varsity Coach's season is lengthened by virtue of the team's and/or individual's participation in Intersectional Competition (beyond regular Section V competition) then he/she shall be compensated by an additional stipend prorated per week at his/her current Schedule C salary.

Seasons is defined as: From the first day of authorized practice to completion of Section V competition (any part of a week constitutes a full week)

Stipulation: The coaches on a Varsity staff eligible for Extended Pay will be those approved by the Board of Education for that level that season.

G. **Schedule "C" Committee:**

Requests for changes, new positions, salary adjustments, and/or corrections of inequities will be channeled through a Schedule C Committee which includes representatives of the Board, Administration, and BTA.

The Schedule C Committee will review applications and job descriptions submitted for new programs.

Schedule C positions left unfilled for two consecutive years may be reviewed by the Schedule C Committee.

The Committee approved recommendations will be presented to the Superintendent or their Designee and the President of BTA.

The Schedule C Committee will formally meet a minimum of two times per school year.

The Schedule C Committee will consist of:

Two Board of Education members (appointed by the President of the Board of Education).

Three BTA members appointed by BTA President.

One Administrator (appointed by the Superintendent or their Designee).

The Chairperson of the Schedule C Committee will be a second Administrator without voting power (appointed by the Superintendent or their Designee).

H. **Additional Provisions:**

1. If more than one (1) person is an advisor, the amount shall be divided proportionately.
2. The percent is to be applied to the amount being paid at the step and training level established for the person concerned.
3. Schedule C appointments shall be made in a timely fashion.
4. If paid volunteers for intramural sports are not available, teachers of physical education shall be required to coach one (1) sport per year with pay.
5. Teachers who have been appointed to Schedule C positions shall have the option to receive their stipend in two equal installments over the course of their assignment. In the event that a teacher selects this option, the first installment shall be paid in the first regular pay period following the midpoint of the assignment

and the second installment shall be paid in the first regular pay period following the conclusion of the assignment and after turning in all required paperwork. To receive the multiple pay option, the member must notify the Business Office in writing by September 1st, or within two weeks of Board of Education appointment if appointed after September 1st.

OR

Payment shall be made in a lump sum and a separate check in January and/or June.

Payment shall be made within thirty (30) days of the completion of the activity, providing that all teacher obligations have been fulfilled. Claims for payment for Schedule "C" services and related mileage must be submitted on or before June 30 of the school year that the services were performed. Claims submitted after the June 30 date will not be approved for payment.

6. Requests for changes and/or correction of inequities shall be channeled through previously established channels of communications.

APPENDIX B
EXTRA ASSIGNMENTS

Schedule D

- A. The following leadership positions shall be filled annually to meet District goals, and if within District determined fiscal limits:

<u>Position</u>	<u>Grade Level</u>	<u>Days Allotted</u>
LMS	UPK-12	up to 12
CTS/FCS/Tech/Bus	UPK-12	up to 12
Art	UPK-12	up to 12
Music	UPK-12	up to 12
PE/Health	UPK-12	up to 12
LOTE/ENL	K-12	up to 12
Humanities (SS/ELA)	UPK-12	up to 12
STEM (Sci/Tech/Math)	UPK-12	up to 12
Literacy (Reading)	UPK-12	up to 12
Reading	UPK-8	up to 12
K-8 Grade Level Chairs (9)	K-8	up to 12
HS Math	9-12	up to 12
HS ELA	9-12	up to 12
HS Social Studies	9-12	up to 12
HS Science	9-12	up to 12
Mentor Coordinator	UPK-12	up to 12
Coordinator of Health Services	UPK-12	up to 12
Special Education	K-12	up to 12
Counselor	UPK-12	up to 12

Staff appointed to these positions will be compensated with a \$3,300 stipend at the end of the school year. They will work 82 hours through the school year including the months of July and August. Extra hours may be approved by the Executive Director of Curriculum and Instruction at the hourly rate for Extended Year instructors.

In the event a Leadership position is unfilled by a unit member, the responsibilities may be equally divided by the affected members. If multiple members fulfill the duties of a schedule D position, the stipend shall be divided equally between these members. If members choose to not take on the responsibilities, the administration may choose to not fill the position.

- B. A Principal Designee in any school building who is a member of the bargaining unit will be paid a yearly stipend from the chart below.

	2022-2023	2023-2024	2024-2025	2025-2026
Principal Designee	\$850/1.5%	\$850/1.5%	\$850/1.5%	\$850/1.5%

- C. School Counselors, Social Workers and School Psychologists will be placed on the regular teacher schedule with a time factor of twenty (20) days beyond the normal work year or 1.10.
- D. Any person in these positions may be requested by the Superintendent or their Designee to work extra time at the rate of 1/200th of his/her ten (10) month annual salary per day.
- E. Schedule D appointments shall be made in a timely fashion.
- F. A member of the Association, whose normal responsibilities do not include the training of other staff, who becomes a trainer or presenter for the District during normal hours of work, shall be compensated for planning at an hourly rate of \$50.00. Total planning time shall not exceed the time scheduled for the presentation. Subsequent presentations of the same training shall also be compensated at an hourly rate of \$50.00.

In addition to the planning, all members shall be compensated for presenting workshops or training outside the member's work hours of 8:00 – 3:20 at an hourly rate of \$50.00.

- G. The hourly rate for Curriculum Work and Professional Development outside of the normal contractual day shall be:

2022-2023	\$35.00
2023-2024	\$35.00
2024-2025	\$35.00
2025-2026	\$35.00

- H. Extended year instructors (per hour)

2022-2023	\$38.00
2023-2024	\$38.00
2024-2025	\$38.00
2025-2026	\$38.00

- I. E-List (Coverage of classrooms when subs are not available)

	<u>Per Period</u>	<u>Per Block</u>
2022-2023	\$23.00	\$46.00
2023-2024	\$23.00	\$46.00
2024-2025	\$23.00	\$46.00
2025-2026	\$23.00	\$46.00

- J. Technology Mentor – up to two (2) positions per building with a stipend of \$1,200.

APPENDIX C
TEACHER MENTORING PROGRAM
BATAVIA TEACHERS' ASSOCIATION
NOVEMBER, 2003
(See: Employee Common Area for full text of program)

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Batavia Mentoring Program

Objective: The mentor program at Batavia City Schools is designed to be a “teacher to teacher” enrichment program. First, it will establish and provide consistent and ongoing support for new teachers and tenure changes. In this way we hope to increase retention in a competitive market. Second, the program will provide the support of experienced and competent master teachers, while offering opportunities for career rejuvenation for veteran employees. Also, it will fulfill the requirement of completion of a mentored experience in partial fulfillment of requirements for the Professional teaching certificate (Parts 80-3 and 100.2 of Commissioner’s Regulations). Part 80-3, the revised teacher certification requirements, will be effective February 2, 2004. These requirements stipulate that Initial teaching certificate holders must complete three years of satisfactory teaching experience, with the first teaching year as a mentored experience, and a Master’s degree in order to attain the Professional certificate. Finally, it will enhance the school district’s ability to attract and retain highly qualified teaching personnel and improve the overall organizational culture.

Mentor Committee: Shall consist of the BTA president, the mentor coordinator, one individual from each building and 2 administrators. Teachers are to be appointed by the BTA President, administrators and coordinator will be appointed by the Superintendent or their Designee. The Committee will review the applications from staff who wish to become mentors and recommend the most qualified mentors to the building principals. Administrators will make final assignment of mentors to new teachers in their buildings.

*There will be a 3 year limit to serve on this committee, may be re-appointed if necessary.

Qualifications for Mentor Teachers:

1. Must be tenured.
2. Mentors are especially dedicated educators. They are veteran tenured teachers who are willing to extend themselves, continually seeking professional growth and rejuvenation.
3. Mentors are secure, people-oriented educators who like and trust their colleagues and welcome newcomers to the profession.
4. Mentors are role models for personal and professional development.
5. Mentors are highly skilled classroom teachers who focus on success and achievement.

Stipend:

Phase 1: \$1,600 formal mentoring

Phase 2: \$800 informal

*It is desirable to have the mentor follow the mentee through all the required phases. However, this may not always be possible.