

JULY 1, 2015 - JUNE 30, 2025

NEGOTIATED AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION

OF THE

**BEACON CITY SCHOOL DISTRICT
BEACON, NEW YORK**

and the

BEACON EDUCATIONAL ADMINISTRATORS' ASSOCIATION

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ARTICLE I

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Beacon City School District Board of Education (hereinafter referred to as the "Board") and its professional personnel represented by the Beacon Educational Administrators' Association (hereinafter referred to as the "Association") and to enable the professional personnel to more fully participate in and contribute to the development of policies for the School District so that the cause of public education may best be served in the Beacon City School District, this agreement is made and entered into on _____, 2022 - by and between the Board and the Association.

ARTICLE II

RECOGNITION

The Board of Education of the Beacon City School District hereby recognizes the Beacon Educational Administrators' Association as the exclusive representative of the Administrators in said unit for the purpose of negotiations regarding salary and conditions of employment.

ARTICLE III

UNIT

This Agreement defines the Unit as: All Administrative personnel who directly supervise certificated personnel except for administrators classified as managerial and confidential. Positions include, but are not limited to:

- (a) Principals
- (b) Assistant Principals
- (c) Director of Special Education
- (d) Assistant Director of Pupil Personnel Services
- (e) Dean of Students
- (f) Director of Pupil Personnel Services
- (g) Director of Technology
- (h) Evening School Coordinator
- (i) Summer School Principal
- (j) Principal for Academics and Community Services
- (k) Director of Physical Education, Health, Athletics and Recreation
- (l) Supervisor of Secondary Programs

ARTICLE IV

NO-STRIKE PLEDGE

- A. Pursuant to the requirements of the Taylor Law, the Association affirms that it does not assert the right to strike against any government or division thereof, to assist or participate in any strike or impose an obligation to conduct, assist or participate in such a strike.

- B. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Association without fear of coercion, reprisal or penalty from the Employer.
- C. Employees may join and take an active role in the activities of the Association without fear of any kind of reprisals from the Employer or its agents.
- D. An employee may bring matters of personal concern to the attention of the Superintendent of Schools or his/her designee in accordance with this agreement, and may choose his/her own representative or appear alone in a grievance to appeal proceeding.
- E. Association Leave – A maximum of two (2) employee days per annum shall be granted the Association without loss of pay and without charge to accruals to individual unit members for the purpose of attending approved conventions, conferences, workshops, seminars, provided that the unit President furnish the employer a written request within two weeks prior to the day(s) requested.
- F. Notwithstanding any language to the contrary in said job description, Board minutes, or in any other document, the Board shall not assign any duties to any member which may require said member to act in a confidential managerial function as defined by the Taylor Law.

ARTICLE V

PRINCIPAL'S AUTHORITY

- A. The principal is responsible for the administration and supervision of the building to which he/she is assigned under the direct management and supervision of the Superintendent of Schools or his/her designee.
- B. The Board realizes that in order to discharge the responsibilities incumbent upon him/her the Building Principal must have primary responsibility for his/her building and shall be fully involved in all educational matters concerning staff, program, organization, implementation and administration of such matters. To this end, it is expected that the actions of each principal will conform to established and stated policies of the Board and the regulations of the Superintendent. Additionally, it is expected that all Association members will study the various negotiated agreements of the Board and will administer such agreements on a fair, equitable and consistent basis. In emergency and crisis situations, not covered by policy, and when it is impossible to obtain direction from a superior, the principal is empowered to act according to the dictates of his/her professional judgment, provided he/she acts according to what one would expect from a reasonable administrator.

- C. Each principal will be fully involved in the identification, design and implementation of programs which will take place in the building he/she administers. Each principal is encouraged to suggest to the Superintendent of Schools the identification, design and implementation of system-wide education programs which is believed to be beneficial to the building.
- D. The principal is directly responsible for recommending to the Superintendent of Schools those probationary teachers who will be retained, or dismissed.
- E. Any recommendation made to the Superintendent, such as the above, will be based on thorough personal observation and periodic written reports to the Superintendent indicating both quality of technique and accomplishment of the expected results as specified in Board Policy and other negotiated agreements.
- F. Each Assistant Administrator or Dean is directly responsible to the Principal/Administrator of the building/department to which he/she is assigned.

ARTICLE VI

ADDITIONAL RESPONSIBILITY/IN-SERVICE TRAINING

- A. In the event that a principalship is vacated due to the termination or internal transfer of said principal, the Board shall:
 - 1. Cause the Superintendent to assign an acting principal, such assignment to occur within 5 days following termination or transfer date.
 - 2. Within 10 days from the assignment date, formally appoint said acting principal. The said appointed acting principal shall receive compensation at the rate of 140% of his/her current salary up to the salary of the incumbent but not to exceed the salary of the incumbent, except as set forth herein, from the date of assignment by the Superintendent on the condition that he/she is assigned the principal's responsibility for 20 or more working days. In no event shall such an acting assignment result in a reduction in salary for an administrator. Should the acting assignment result in an administrator remaining at his/her current salary or in an increase of less than 10%, the BEAA and the District shall meet to determine whether the increase in duties associated with the acting assignment warrants further compensation.
- B. In the event that a principalship is temporarily vacated due to illness of the principal, the following is agreed:
 - 1. An Acting Principal shall be designated by the Superintendent of Schools.

2. If the duration of said principal's illness is 20 or more consecutive calendar days, said designated acting principal shall receive compensation at the rate of 140% of his/her current salary but not to exceed the salary of the incumbent to the date of appointment and until such time as that principal returns or the Board formally appoints a principal. In no event shall such an acting assignment result in a reduction in salary for an administrator. Should the acting assignment result in an administrator remaining at his/her current salary or in an increase of less than 10%, the BEAA and the District shall meet to determine whether the increase in duties associated with the acting assignment warrants further compensation.
- C. All Administrators will complete twelve (12) hours of In-service Training Instruction during the school year, during the teacher work day or six (6) hours of In-service Training Instruction after the teacher work day. Combination of the above and the accounting and approval will be done by the Superintendent.

ARTICLE VII

CURRICULUM DEVELOPMENT

The Building Principal, with the Superintendent's approval, shall maintain the right to initiate educational experimentation or change in the instructional program within his/her school building and budget.

ARTICLE VIII

COMMUNICATION WITH THE BOARD OF EDUCATION AND SUPERINTENDENT OF SCHOOLS

- A. The Board of Education, a Committee thereof or President of the Association may request up to one meeting per semester with all association members to discuss the needs and administration of the District's schools. All official communications between the Association and the Board shall be transmitted through the Superintendent of Schools. Additional meetings will be attended by both parties as may be required by either of the above parties.
- B. All Association members shall receive tentative agendas and the minutes of all Public Board meetings.
- C. The Association agrees to send at least one representative to each Board meeting. Additionally, the Association agrees to make every effort to have additional members attend whenever possible.
- D. Any administrator may request that the Superintendent of Schools schedule a private meeting with the Board of Education if it is felt by him/her that the positive purpose of improved employee relations may result. The questions of whether to hold such meeting

and the form thereof shall be determined by the Board after consultation with the Superintendent of Schools.

- E. The Superintendent and no more than four (4) representatives of the Association shall constitute a labor-management committee, which shall, upon request, meet up to four (4) times per year to discuss management and/or working conditions within the District. Additional meetings may be conducted upon the consent of the parties. The agenda for such meetings shall be jointly prepared by the Superintendent and the Association president and agreed upon at least five (5) working days prior to the meeting of the committee. Such meetings may be initiated at the request of either the Superintendent or the Association president.

ARTICLE IX

STAFFING

- A. Any major District administrative and/or organizational changes will be discussed with the appropriate District personnel prior to implementation.
- B. The Board of Education will attempt to employ competent certified personnel for all administrative positions. All open positions will be posted with the specific requirements for such position. If the requirements change, a new posting will be issued.
- C. The Superintendent and Board have the right to reassign an administrator at their discretion. Prior consultation will take place before any reassignment. The appropriate administrator will be offered the opportunity to submit in writing his/her reason for not wanting to be reassigned.
- D. A member's refusal to accept a promotion will not be held against him/her for future opportunities.

ARTICLE X

VACANCIES

- A. The Board of Education will post any vacancy for an administrative position which occurs either as a result of the creation of a new position or the vacating of an existing position. The posting shall include a job description.
- B. Internal postings shall be emailed to each unit member.
- C. Candidates will not be sought outside the District until there is an initial review of all applications filed by internal candidates. If internal candidates are not being seriously considered for said position they shall be notified.

ARTICLE XI

EVALUATIONS

Unit members who are not subject to the provisions of Education Law Section 3012-c shall be evaluated annually, as set forth herein, in order to assess their overall performance as an administrator. A conference must be held to discuss each evaluation before said evaluation is placed in the unit member's personnel file. A summary of the evaluation conference will be prepared and attached to the evaluation. The District shall utilize the evaluation form developed between the District and the Association during the 2010-11 school year until such time as the parties negotiate a new evaluation instrument.

- A. Non-tenured staff shall be evaluated at least two times annually.
- B. Tenured staff shall be evaluated at least once annually.
- C. Classified unit members shall be evaluated at least once annually.

ARTICLE XII

PERSONNEL FILE

Material added to the personnel file must be initialed by the respective Association member. If not initialed within 10 working days, the material will be placed in the unit member's personnel file with the notation, "Administrator was given the opportunity to initial this document but failed to do so." Additionally, a response in writing by the association member must be added to the file if provided to the Superintendent within ten (10) calendar days. Every Association member will have the right to review the contents of his/her personal file and upon request, make copies.

ARTICLE XIII

MILEAGE

Association members shall be reimbursed for all approved travel between buildings for conferences and other school business at the then-current IRS rate.

ARTICLE XIV

SUBSTITUTE TEACHERS

The manner of obtaining substitutes for each building during the school year shall be determined by the Board of Education. The Superintendent of Schools will provide written guidelines for this process.

ARTICLE XV

ASSIGNMENTS

The Building Principal shall be responsible for a staffing plan for his/her building which sets forth the assignments of teachers to classes, subjects and grades. If the Superintendent determines that such plan should be altered, the Building Principal shall be entitled to a consultation with the Superintendent and an opportunity for input in writing prior to the final determination being made by the District. Assignment and/or scheduling of Districtwide personnel shall be discussed with the appropriate building principal prior to implementation. Final decision relative to the assignment and/or scheduling of Districtwide personnel rests with the Superintendent.

ARTICLE XVI

FACULTY MEETINGS

The Administrator will retain his/her prerogative of calling meetings with the faculty as determined by his/her assessment of need.

ARTICLE XVII

TRAVEL AND CONFERENCE

The District shall, within budgetary appropriations, pay for conferences attended by administrators for which prior approval is obtained.

ARTICLE XVIII

VACATION

- A. Each 12 month administrator hired prior to 7/1/97 is entitled to twenty-six (26) vacation days per year. Each 12 month administrator hired on or after 7/1/97 is entitled to twenty-four (24) vacation days per year.
- B. Vacation will be accumulated at 3 days per working month up to a total of 24 days per year for employees hired after July 1st, 1997 and 26 days for current employees.
- C. Administrators may accumulate up to eighty vacation days based upon prior planning and approval by the Superintendent of Schools.
- D. All vacation requests must be approved in advance by the Superintendent of Schools or his/her designee. Vacation requests may be denied based on the needs of the District. Each summer the Superintendent of Schools with the Association's input, via the Association President or designee, may designate one (1) week for in-service activities, during which time no administrator may be on vacation.

- E. An accounting of accumulated vacation days will be provided to any Association member requesting it.
- F. No twelve (12) month administrator will take more than 35 vacation days per year.
- G. Twelve (12) month administrators will, upon separation from the District, be paid one (1) day for every unused vacation day accumulated up to eighty days.
- H. Ten (10) month administrators shall be entitled to sixteen (16) vacation days per year to be taken during the months of September through June. However, no ten-month administrator may take more than twenty-seven (27) vacation days per year. Vacation days may accumulate up to a total of sixty-two (62) days. Ten (10) month administrators will, upon separation from the District, be paid one (1) day for every unused vacation day accumulated up to sixty-two (62) days.
- I. Members of the bargaining unit who choose to use twenty-two or fewer vacation days during a school year, may, at the end of that school year, receive the cash value of up to twelve (12) vacation days as additional salary.
- J. At all times, at least one secondary administrator, as well as one elementary administrator shall be present, districtwide. The Superintendent shall have final authority to resolve vacation/personal leave conflicts to assure the minimum coverage stated above.

ARTICLE XIX

HOLIDAYS

- A. Association members will have the same number of paid holidays per year as "Non-Teaching Personnel" with the exception noted below. Principals shall participate along with non-teaching personnel in voting on the School District holiday schedule.
- B. Ten Month Administrators shall be entitled to twelve (12) paid holidays per year as provided in the non-teaching personnel schedule it being understood that Ten Month Administrators are not entitled to the three additional teacher holidays per year.

ARTICLE XX

LEAVES

- A. All administrators will receive four (4) personal leave days per year without reason. Unused personal leave shall accumulate as sick leave.
- B. Sick leave for twelve (12) month administrators will be credited as follows:

1st year of service

12 days

2nd year of service	13 days
3rd year of service	14 days
4th year of service	15 days
Thereafter	17 days, for unit members hired on or before June 30, 2006
Thereafter	15 days, for unit members hired on or after July 1, 2006

Administrators may use up to his/her annual allotment of sick leave days per year for sickness in the Administrator's immediate family (spouse, child or other dependent residing in the administrator's household).

- C. Sick Leave for ten (10) month administrators will be credited as follows:

1st year of service	11 days
2nd year of service	12 days
3rd year of service	13 days
4th year of service	14 days
Thereafter	16 days, for unit members hired on or before June 30, 2006
Thereafter	15 days, for unit members hired on or after July 1, 2006

- D. Unused sick leave may be accumulated up to 240 days.

- E. All administrators who accumulate 240 sick leave days and have at least ten (10) days remaining at the end of that year shall have the right to cash-in unused sick leave days as follows:

\$150 per day for days 1-10
\$100 per day for days 11-15

- F. The District shall establish a sick leave bank of 90 non-cumulative days in September of each year. Members who have served at least one year in the District may volunteer a maximum of five (5) days from their accumulated sick leave per year, and may after exhausting their personal sick leave, and after five (5) consecutive school days of sickness, draw upon this bank to a maximum of 45 days.

An annual accounting of unused sick leave as of June 30 of each year will be provided each administrator at their request and within a reasonable period of time as determined by the Superintendent of Schools. The sick bank shall be administered by the District.

- G. The Board may grant special leaves upon the recommendation of the Superintendent.

- H. All administrative personnel who have served at least seven (7) full years within the Beacon City School System may, upon approval, be granted a leave of absence for the

purpose of professional improvement and benefit to the school system through study, research, or some other activity approved by the Superintendent and the Board of Education, this leave to be for a full year at half pay.

1. All administrators shall be entitled to three (3) days absence from employment with pay for bereavement, not chargeable to sick leave, for a death in the immediate family (parents, grandparents, children, brother, sister, spouse and in-laws). The Employer may request the employee to submit proof of death for the purpose of payment under this provision. If religious beliefs, or geographic location, require more than three (3) days following such death, such additional day(s) shall be allowed and charged against individual leave. Absent exigent circumstances approved by the Superintendent of Schools, all such bereavement leave shall be used within 7 days following the death in the immediate family.
- J. In the event of the retirement of the unit member, said member will be entitled to a buyout of one-third the total number of accumulated sick leave days at his/her daily rate. In order to avail themselves of this benefit, the unit member must give written notice to the Board of Education and the Superintendent of his/her intent to retire at least 180 days in advance of his/her effective date of retirement. The Board of Education may, in its discretion, waive the notice requirement, in whole or in part, in exceptional circumstances involving a serious medical condition of the unit member and/or a State retirement incentive.

K. Child-Rearing Leave.

1. An unpaid child-rearing leave shall be granted to a unit member for a period of up to two (2) years in any five (5) year period, as set forth herein. Child rearing leave shall commence and run concurrently with any FMLA leave taken by a unit member.
2. Child rearing leave may be granted in cases of either childbirth or adoption.
 - a. In cases of childbirth not involving unusual medical complications, the mother may take 6 or 8 weeks of contractual sick leave if she has available contractual sick leave. If the unit member is eligible for FMLA leave, such FMLA leave shall run concurrently with the contractual sick leave days.
 - b. If the unit member is eligible for FMLA leave, he/she may take the balance of such FMLA leave after exhausting their contractual sick leave under Article XX.K.2.a.
 - c. Child rearing leave, if taken, shall run concurrently with contractual leave days. If the unit member returns to work following the birth or adoption of a child, he/she will not be eligible to take child rearing leave relating to the birth or adoption of that child in the absence of exigent circumstances, as approved by the Superintendent of Schools or his/her designee.

3. Unit members requesting child rearing leave should give reasonable notice to the District prior to commencement of such leave. Except in emergencies, unit members shall give sixty (60) days written notice of the intended length and commencement date of such child rearing leave.
4. If after commencing leave a unit member should request an extension of the originally granted leave, such request shall be submitted at least 10 business days prior to the end of the original child rearing leave period. However, the Superintendent may waive this requirement in cases of emergency.
5. Unit members shall notify the Superintendent in writing to confirm their return at least 10 business days prior to the end of the original child rearing leave period.

ARTICLE XXI

RETIREMENT

- A. Unit members who have 12 years or more of regular administrative service with at least six (6) years or more of regular administrative service in the Beacon City School District at the time of retirement, who send a notarized non-revocable written notice of retirement between one and three years before being first eligible to receive benefits from the New York State Teachers' Retirement System without penalty shall be paid an incentive based upon how far in advance this notice is given.
 1. If a notice is given at least three (3) years in advance of retirement, the individual will receive a yearly incentive of \$7,000 in their last three years of employment.
 2. If a notice is given at least two (2) years in advance of retirement, the individual will receive a yearly incentive of \$7,000 in their last two years of employment.
 3. If a notice is given at least one (1) year in advance of retirement, the individual will receive an incentive of \$7,000 in their last year of employment.
- B. At the District's sole option, and with the concurrence of the unit member, the time of retirement may be deferred for a one year period whereupon the incentive shall become payable in the same amount one year later.
- C. To be entitled to the benefit referenced above, the unit member must announce his/her retirement in writing to the Clerk of the Board of Education on or before January 1st of the year in which the unit member is first eligible to receive retirement benefits from the NYSTRS and is otherwise qualified under paragraph "1" above, for retirement effective June 30th of that year.
- D. The incentive amount referenced above shall be payable between June 30th and November 1st of the calendar year of retirement.

- E. A year for this article shall mean fiscal school year, July 1 to June 30.

ARTICLE XXII

JURY DUTY

All members of the Association who serve on jury duty shall retain their regular salary. However, every possible effort will be made by the Association member and the Superintendent to secure approval for a postponement of such duty until the period of July 1 to August 31. Administration Association unit Members are encouraged by the Board to volunteer for such service during that period.

ARTICLE XXIII

BENEFITS

- A. BEAA may hold Association meetings on school property before or after regularly scheduled class sessions.

Dues Deduction

- B. The Board agrees to the personally requested deduction of dues from the salaries of Association members for the Association and up to three other local, state or national professional organizations. Monies will be transmitted at quarterly intervals. Such personal written authorization shall be made prior to October 1 of each year on forms approved by the District. The deductions will be made in successive quarterly payments beginning the first pay period after October 1 or the current contract year for the period of the agreement.

The District agrees to deduct payments for United States Savings Bonds, United Way and for the T.E.G. Credit Union from the salary of any Association members requesting such deductions.

Insurances

- C. For employees hired on or after July 1, 2015, the employee contribution to health insurance premiums for all unit members shall be 17%.

For employees hired prior to July 1, 2015, the employee contribution to health insurance premiums for all unit members shall be 14%.

The District's health insurance plan shall be the Empire Plan with enhancements, or a comparable plan.

Unit members who retire after 10 years of consecutive service in the District shall receive the same health insurance for themselves and their families as active members and shall contribute at the same rate percentage as at the time of their retirement.

A unit member or retiree can choose coverage in other plans. The difference in premium from the District's health insurance plan will be paid by the unit member or retiree, it being understood that the unit member or retiree shall not be entitled to any refund should the alternate plan be less expensive than that offered by the District.

In the event an employee and spouse are employed by the Beacon City School District, only one may carry a family health plan. The spouse who does not carry the insurance shall receive the health insurance buyout.

Unit members may waive coverage in the District's health insurance plan and, in return, receive a \$2,000 payment for each full year that coverage is waived. This amount is payable in the last paycheck in June.

Unit members can purchase the District's life insurance plan at the group premium.

Effective as soon as practicable after mutual ratification of this Agreement, the District shall create and maintain a comprehensive IRC Section 125 Plan. Eligibility to participate in such IRC Section 125 Plan shall be limited to full-time unit members.

ARTICLE XXIV

GRIEVANCE PROCEDURE

- A.
 - 1. "Employee" - shall mean any person in the negotiating unit filing a grievance.
 - 2. "Grievance" a complaint by a grievant of a (alleged) violation of any of the terms and conditions of this agreement.
 - 3. "Grievant" - shall mean (1) any administrator or group of administrators, (2) the Association as an agent for an administrator or group of administrators – who must be so identified by the Association as the clients for whom they are acting as agents.
 - 4. "Unit" - is as defined in this contract.
 - 5. "Days" - shall mean school days.
 - 6. "Chief Officer" - shall mean the Superintendent of Schools.

7. "Association" - shall mean Beacon Educational Administrators Association.
- B. All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the provisions of this Agreement involved in the said grievance, the time and the place where the alleged events of conditions constituting the grievance occurred, the identity of the party responsible of the causing of the said events or conditions, if known to the aggrieved party, and the redress sought by the aggrieved party.
 - C. No grievance shall be entertained unless signed by the individual or individuals aggrieved.
 - D. Except for informal decisions, all grievance responses shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the grievant or grievants and the Association.
 - E. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the Board or by any member of administration against the aggrieved party, any party in interest, any representative, or any other person by reason of such grievance or participation therein.
 - F. No grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known the act or condition upon which the grievance is based. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
 - G. Should the Superintendent at Stage I or the Board at Stage II fail to respond in a timely manner, the Association may proceed directly to binding arbitration before an arbitrator mutually selected by the parties or, if agreement on an arbitrator cannot be reached, before an arbitrator selected through the American Arbitration Association pursuant to AAA's rules governing voluntary arbitration.

STAGE ONE

The aggrieved party shall discuss his/her grievance with his/her immediate supervisor in an attempt to adjust any matter in dispute prior to the written grievance. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the grievant's immediate supervisor within fifteen (15) school days after the date upon which the grievance arose.

Within ten (10) school days after the written grievance is presented to the immediate supervisor, he/she shall render a written decision thereon and present it to the aggrieved and forward a copy to the Association. The grievant shall be afforded an opportunity to have an oral hearing with his/her immediate supervisor in the presence of an Association representative within this ten-day

period. Failure of the grievant to avail himself of this opportunity shall not act to delay the rendering of a decision.

STAGE TWO

If the aggrieved party is not satisfied with the written decision at the conclusion of Stage One, he/she may, within ten (10) school days after receipt of this written decision, file an appeal with the Superintendent of Schools, if the Superintendent was not the immediate supervisor in Step One, or the Clerk of the Board of Education, if the Superintendent was the immediate supervisor in Step One. This appeal shall contain copies of the written grievance filed at Stage One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal.

Within fifteen (15) days after receipt of an appeal, the Superintendent or the Board of Education or a subcommittee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session and shall not be open to any person not a party to the grievance. Any grievant may have Association representation at this stage if he/she so desires.

Within ten (10) school days after the conclusion of the hearing, the Board of Education or its subcommittee shall render a decision in writing on the grievance to the aggrieved party, the Superintendent of Schools and the Association.

In the event that the Hearing is conducted by the Superintendent, the grievant can appeal to the Board by again following Stage Two. Notwithstanding the above, the Board, as a committee of the whole or by a subcommittee, may choose to review a grievance based upon a written submission from the Association. In that event, the Board Clerk shall furnish each Board member with a copy of the Association's written submission. The Board's written decision shall be provided to the Association within ten (10) school days.

STAGE THREE

If the grievant is not satisfied with the Board of Education's decision the grievant, with the approval of the Association, may submit the grievance to binding arbitration by written notice to the Board of Education within fifteen (15) school days before an arbitrator mutually selected by the parties or, if agreement on an arbitrator cannot be reached, before an arbitrator selected through the America Arbitrators Association pursuant to America Arbitrators Association's rules governing voluntary arbitration.

The costs for the services of the arbitrator, including expense, if any will be borne jointly by the parties submitting to arbitration within fifteen (15) working days.

ARTICLE XXV

SAVING CLAUSE

It is agreed by and between the parties that any provisions of the 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 as stated in Section 204-A-I of the Taylor Law.

ARTICLE XXVI

MAINTENANCE OF STANDARDS

This Agreement shall constitute the full and complete commitment between both parties and may be altered only through voluntary and mutual consent of both parties in a written and signed amendment to this Agreement. With respect to matters not covered by this Agreement, the Board of Education will not diminish any terms and conditions of employment provided by law, rule, contract, or regulations for employees. The employer shall establish all terms and conditions of employment for principals and assistant principals to the extent that they are not provided for in this Agreement.

This clause shall not prohibit the Board from exercising its legal right to abolish positions.

ARTICLE XXVII

ADMINISTRATION PROTECTION

- A. Whenever an Administrator is absent from his/her duties as a result of personal injury cause by an accident or an assault occurring in the course of his/her employment and he/she receives Workers' Compensation payments for such absence, he/she will be paid his/her full salary during his/her absence from his/her employment up to a period of six months less the amount of any Workers' Compensation award made for temporary disability due to said injury and no part of such absence will be charged to his/her annual or accumulated sick leave.
- B. Effective July 1, 2015, the School district will reimburse administrators for the cost of replacing or repairing personal electronic devices (i.e., cell phone, laptop or tablet computer) that are damaged, destroyed or lost as a result of assault directly related to the administrator's employment, but only in cases where the administrator's use of such personal electronic device in school has been approved in advance by the Superintendent of Schools and, with the exception of personal cell phones, where the District has not offered to issue the administrator a comparable electronic device, up to a maximum of \$500.
- C. The Board will hold harmless and protect all administrators from financial loss arising out of any claim, demand, or suit or judgment by reason of alleged violation of civil rights or other civil claims in acting in the discharge of his/her duties within the scope of his/her employment under the direction of the Board. All members of the Association shall have the same protection under the law now provided for Board of Education members against civil libel claims.

ARTICLE XXVIII

PRIMACY OF AGREEMENT

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXIX

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2018 and shall continue through June 30, 2021. In the event either party wishes to amend or reopen this Agreement, notice may be given at any time during the life of this agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of negotiating procedures previously adopted. Amendments resulting from such other time as may be mutually agreeable to the parties.

ARTICLE XXX

SALARY PROVISIONS

Salary – The salary schedules are annexed to the Agreement as Appendix A.

Effective January 1, 2022, unit members shall be placed on their corresponding Salary Schedule as follows:

Daniel Glenn	Step 1
Julisa Rincon Tomizawa	Step 2
Crystal Wiggins	Step 3
Mike Kealey	Step 4
Cassandra Orser	Step 7
John Giametta	Step 5
Dawn Condello	Step 11
Brian Soltish	Step 4
Brian Archer	Step 9
Corey Dwyer	Step 1
Cathryn Biordi	Step 2
Lori Edelman	Step 3
Tom O'Neill	Step 17

- C. Any administrator hired prior to July 1, 2006 who received an earned Doctorate on or after July 1, 1984 from an accredited institution of higher learning shall receive an additional \$1,500.

D. Any administrator hired prior to July 1, 2006 who receives a Certificate of Advanced Studies or professional Diploma on or after July 1, 1984 shall receive an additional \$1,250.

E. Longevity:

Effective July 1, 2021:

4 years	\$3,175
8 years	\$2,675
12 years	\$2,550
16 years	\$2,550
20 years	\$2,550
25 years	\$2,550

Effective July 1, 2022:

4 years	\$3,300
8 years	\$2,800
12 years	\$2,550
16 years	\$2,550
20 years	\$2,550
25 years	\$2,550

Effective July 1, 2023:

4 years	\$3,425
8 years	\$2,925
12 years	\$2,550
16 years	\$2,550
20 years	\$2,550
25 years	\$2,550

Effective July 1, 2024:

4 years	\$3,550
8 years	\$3,050
12 years	\$2,550
16 years	\$2,550
20 years	\$2,550
25 years	\$2,550

The years referenced above shall mean years of service in the School District as a unit member or otherwise. Longevity shall be paid on the anniversary of an administrator's effective date of hire, adjusted for any periods of unpaid leave.

F. An Administrator who completes less than 65% of his or her evaluations of teaching staff by June 30 shall not be eligible to advance a step on the salary schedule. An Administrator who completes between 65% and 85% of his or her evaluations of teaching staff by June 30 twice in a three year period shall not be eligible to advance a step on the salary schedule. The Superintendent may waive this provision in circumstances where an Administrator is absent due to serious illness.

G. The Board agrees to pay the following stipends for the following positions effective July 1, 2021:

ELS / Dual Language	
Summer School Principal	\$4,000
Teacher Mentoring Coordinator	\$4,000
Pre-kindergarten	\$4,500
Title II, Part A	\$1,250
(Teacher and Principal Training and Recruiting)	
Title III, Part A	\$1,750
(Language Instruction for Limited English Proficient and Immigrant Students)	
High School Home Instruction Coordinator	\$5,000
Middle School Home Instruction Coordinator	\$4,000
PPS Home Instruction Coordinator	\$3,000
Administration Mentor	\$3,500
Overnight/Weekend Chaperone (per night)	\$175

Effective February 22, 2022, the following stipends shall be modified:

Head Supervisor at Athletic Events	\$300
Support Supervisor at Athletic Events	\$150

Effective July 1, 2022, the following stipend shall be modified:

Elementary Home Instruction Coordinator	\$2,000
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H. Administrators received tenure on or after July 1, 2009 shall, upon receiving tenure in the Beacon City School District, receive a one-time stipend (not added to salary) as follows: if they remain employed by the Beacon City School District, \$1,250 payable in the first check following the end of the first semester following receipt of tenure; and \$1,250 payable in the first check following the end of the second semester following receipt of tenure.

I. The Superintendent shall consult with the Association president in cases where the District wishes to hire a unit member at a starting salary beyond step 3. However, the final hiring decision, including initial step placement, shall rest with the Superintendent and the Board of Education.

- J. Effective July 1, 2018 the Assistant Director of Special Education shall be placed on the salary schedule of the Elementary Principal; and Effective July 1, 2019, the Director of PPS shall be placed on the High School Principal schedule.
- K. Effective February 22, 2022, the Athletic Director shall be paid \$250.00 for attending athletic events on weekends or holidays, provided he remains at least one (1) athletic event on such day(s) for the duration of the event. However, the Athletic Director shall only be entitled to one (1) \$250.00 payment for each weekend day or holiday, even if he attends more than one athletic event.
- L. Any unit member who is required by the Superintendent of Schools to cover for an absent Principal or Assistant Principal shall be paid \$150 per full day of coverage, and \$75 per half day of coverage.

ARTICLE XXI

WORKDAY

- A. Unit members are required to work those hours necessary to supervise via their presence in the building, including but not limited to the student instructional day and the teacher work day when schools are in session. Unit members shall also perform such work as is required to meet their professional responsibilities towards staff, the Superintendent of Schools, the Board and the School Community.
- B. On workdays where school is closed due to snow or other forms of inclement weather, administrators are expected to report to work by 10:00 a.m. When unit members do not arrive at work by 10:00 a.m. on such days, there will be a charge against vacation or personal leave of one day, except the Superintendent may in his/her discretion waive this provision. If conditions exist of such severity as to prevent an administrator from safely coming to work, the absence shall be considered a snow day.
- C. Each building principal shall provide a chain of command and a set of administrative procedures to be used in his/her absence. These will include, but not be limited to, designation of a teacher in charge, administrative coverage, and accessibility. These will not include initial referrals to the Superintendent of Schools, except in emergencies.
- D. Administrators who chaperone overnight events shall be compensated at the rate of \$150 per night.

ARTICLE XXXII

COMPLAINTS AGAINST ADMINISTRATORS

Complaints against administrators that are lodged with the Superintendent will be promptly conveyed to the administrator subject to reasonable but expeditious investigatory procedures which shall be conducted within three (3) workdays. The complaint will subsequently be reduced to concise written form and forwarded to the administrator. The administrator will be afforded an opportunity to reply and meet with his/her complainant. No written forms of complaint against an administrator will be entered into his/her personnel file unless the procedures provided in Personnel File (Article XII) are followed.

FOR THE DISTRICT

By: Matthew Kunkel

FOR THE ASSOCIATION

By: B. Seltzer

APPENDIX A

For the period of July 1, 2021 through December 31, 2021, the following Salary Schedule shall Apply:

Step	HS Principal	MS Principal	Principal, Direct. Tech.	Asst. Principal	Director PPS, Director of Athletics
1	\$111,058	\$104,689	\$103,530	\$91,950	\$108,472
2	\$113,953	\$107,583	\$106,426	\$94,846	\$111,636
3	\$116,269	\$109,899	\$108,742	\$97,162	\$113,953
4	\$118,585	\$112,216	\$111,058	\$99,477	\$116,269
5	\$120,901	\$114,532	\$113,374	\$101,793	\$118,585
6	\$123,218	\$116,848	\$115,691	\$104,109	\$120,901
7	\$125,534	\$119,164	\$118,007	\$106,426	\$123,218
8	\$127,580	\$121,481	\$120,322	\$108,742	\$125,534
9	\$130,166	\$123,797	\$122,638	\$111,058	\$127,850
10	\$132,482	\$126,113	\$124,954	\$113,374	\$130,166
11	\$134,799	\$128,429	\$127,271	\$115,691	\$132,482
12	\$137,115	\$130,746	\$129,587	\$118,007	\$134,799
13	\$139,431	\$133,062	\$131,903	\$120,322	\$137,115
14	\$141,747	\$135,378	\$134,219	\$122,638	\$139,431
15	\$144,064	\$137,694	\$136,536	\$124,954	\$141,747
16	\$146,380	\$140,009	\$138,852	\$127,271	\$144,064
17	\$148,695	\$142,326	\$141,168	\$129,587	\$146,380

Effective January 1, 2022, the following Salary Schedule shall apply:

Step	HS Principal/Director of PPS	MS Principal/Athletic Director	Elementary Principal/Assistant Director of PPS/Director of Tech.	Asst. Principal
1	\$135,000	\$128,000	\$118,500	\$100,000
2	\$137,025	\$129,920	\$120,278	\$103,000
3	\$139,080	\$131,869	\$122,082	\$106,000
4	\$141,167	\$133,847	\$123,913	\$109,000
5	\$143,284	\$135,855	\$125,772	\$112,000
6	\$145,433	\$137,892	\$127,658	\$113,680
7	\$147,615	\$139,961	\$129,573	\$115,385
8	\$149,829	\$142,060	\$131,517	\$117,116
9	\$152,076	\$144,191	\$133,489	\$118,873
10	\$154,358	\$146,354	\$135,492	\$120,656
11	\$156,673	\$148,549	\$137,524	\$122,466
12	\$159,023	\$150,777	\$139,587	\$124,303
13	\$161,408	\$153,039	\$141,681	\$126,167
14	\$163,830	\$155,335	\$143,806	\$128,060
15	\$166,287	\$157,665	\$145,963	\$129,981
16	\$168,781	\$160,030	\$148,152	\$131,930
17	\$171,313	\$162,430	\$150,375	\$133,909

Effective July 1, 2022, the follow Salary Schedule shall apply:

Step	HS Principal/Director of PPS	MS Principal/Athletic Director	Elementary Principal/Assistant Director of PPS/Director of Tech.	Asst. Principal
1	\$137,363	\$130,240	\$120,574	\$101,750
2	\$139,423	\$132,194	\$122,382	\$104,803
3	\$141,514	\$134,177	\$124,218	\$107,855
4	\$143,637	\$136,189	\$126,081	\$110,908
5	\$145,792	\$138,232	\$127,973	\$113,960
6	\$147,978	\$140,305	\$129,892	\$115,669
7	\$150,198	\$142,410	\$131,841	\$117,404
8	\$152,451	\$144,546	\$133,818	\$119,166
9	\$154,738	\$146,714	\$135,825	\$120,953
10	\$157,059	\$148,915	\$137,863	\$122,767
11	\$159,415	\$151,149	\$139,931	\$124,609
12	\$161,806	\$153,416	\$142,030	\$126,478
13	\$164,233	\$155,717	\$144,160	\$128,375
14	\$166,697	\$158,053	\$146,323	\$130,301
15	\$169,197	\$160,424	\$148,517	\$132,255
16	\$171,735	\$162,830	\$150,745	\$134,239
17	\$174,311	\$165,273	\$153,006	\$136,253

Effective July 1, 2023, the following Salary Schedule shall apply:

Step	HS Principal/Director of PPS	MS Principal/Athletic Director	Elementary Principal/Assistant Director of PPS/Director of Tech.	Asst. Principal
1	\$139,766	\$132,519	\$122,684	\$103,531
2	\$141,863	\$134,507	\$124,524	\$106,637
3	\$143,991	\$136,525	\$126,392	\$109,742
4	\$146,151	\$138,572	\$128,288	\$112,848
5	\$148,343	\$140,651	\$130,212	\$115,954
6	\$150,568	\$142,761	\$132,165	\$117,694
7	\$152,827	\$144,902	\$134,148	\$119,459
8	\$155,119	\$147,076	\$136,160	\$121,251
9	\$157,446	\$149,282	\$138,202	\$123,070
10	\$159,807	\$151,521	\$140,275	\$124,916
11	\$162,205	\$153,794	\$142,380	\$126,789
12	\$164,638	\$156,101	\$144,515	\$128,691
13	\$167,107	\$158,442	\$146,683	\$130,622
14	\$169,614	\$160,819	\$148,883	\$132,581
15	\$172,158	\$163,231	\$151,116	\$134,570
16	\$174,740	\$165,680	\$153,383	\$136,588
17	\$177,361	\$168,165	\$155,684	\$138,637

Effective July 1, 2024, the following Salary Schedule shall apply:

Step	HS Principal/Director of PPS	MS Principal/Athletic Director	Elementary Principal/Assistant Director of PPS/Director of Tech.	Asst. Principal
1	\$142,212	\$134,838	\$124,831	\$105,342
2	\$144,345	\$136,861	\$126,703	\$108,503
3	\$146,511	\$138,914	\$128,604	\$111,663
4	\$148,708	\$140,997	\$130,533	\$114,823
5	\$150,939	\$143,112	\$132,491	\$117,984
6	\$153,203	\$145,259	\$134,478	\$119,753
7	\$155,501	\$147,438	\$136,495	\$121,550
8	\$157,834	\$149,650	\$138,543	\$123,373
9	\$160,201	\$151,894	\$140,621	\$125,223
10	\$162,604	\$154,173	\$142,730	\$127,102
11	\$165,043	\$156,485	\$144,871	\$129,008
12	\$167,519	\$158,833	\$147,044	\$130,943
13	\$170,032	\$161,215	\$149,250	\$132,908
14	\$172,582	\$163,633	\$151,489	\$134,901
15	\$175,171	\$166,088	\$153,761	\$136,925
16	\$177,798	\$168,579	\$156,067	\$138,979
17	\$180,465	\$171,108	\$158,408	\$141,063

