

**AGREEMENT**

**between**

**THE CHIEF EXECUTIVE OFFICER**

**of the**

**AVERILL PARK CENTRAL SCHOOL DISTRICT**

**and the**

**AVERILL PARK TEACHERS' ASSOCIATION**

September 1, 2019  
through  
August 31, 2023

# **AVERILL PARK TEACHERS' ASSOCIATION**

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## **PREAMBLE**

This Agreement entered into, by and between the Chief Executive Officer of Averill Park Central School District, Rensselaer County, New York, hereinafter referred to as the "Superintendent", and the Averill Park Teachers' Association, hereinafter referred to as the "Association" (or APTA), is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote a harmonious and cooperative relationship in carrying forward the educational program of the District.

## **ARTICLE 1 RECOGNITION**

### **Section 1.**

By virtue of satisfactory evidence submitted by the Association indicating that the Association does represent the majority of the employees described in Article 1, Section 2, the Board of Education does hereby recognize the Association as the exclusive negotiating agent for all employees described in Article 1, Section 2.

### **Section 2.**

The representative bargaining unit shall be comprised of association members: teachers, teaching assistants, health professionals and all other personnel whose salaries are based on the teacher's salary schedule. "Health Professionals" shall mean "Registered Nurses and Certified Occupational Therapy Assistants."

### **Section 3.**

The period of unchallenged representation status for the Association shall be the period of time permitted by law.

## **ARTICLE 2 NEGOTIATION PROCEDURES**

### **Section 1. Opening Negotiations**

On or about February 15, and no later than March 1<sup>st</sup> during the last year of this contract, the parties agree to enter into collective negotiations in accordance with procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of members' employment. Upon Request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than ten (10) school days following such request, and such request will be so as to comply with dates stated in this Section.

## **Section 2. Subjects for Negotiations**

The parties will negotiate in the determination of terms and conditions of employment and procedures to be followed in the administration of grievances.

## **Section 3. Principles of Negotiations**

- A. Neither party in any negotiations shall have any control over the selection of the Representatives of the other party. Either party may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist in the negotiations. Both parties agree to give notice to each other whenever outside consultants will be used. Notice will be given at least one day prior to the meeting.
- B. While no final agreement shall be executed without ratification by the Board of Education and the Association, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.
- C. The parties agree to furnish each other, upon reasonable request, all information that will assist the negotiation committees in developing intelligent, accurate and constructive programs.

# **ARTICLE 3 GRIEVANCE PROCEDURES**

## **Section 1. Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereafter sometimes referred to as the Board) and its members are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

## **Section 2. Definitions**

- A. A **grievance** shall be defined as any alleged violation of this Agreement or any dispute with respect to the meaning or application of any article or section of this Agreement.
- B. A **complaint** shall mean an objection by a member or group of members concerning any Board or administrative rule, regulation, policy or past practice involving members of the bargaining unit which is not a grievance as defined herein and may be processed by the complainant up through State 3 of Section 5 of the grievance procedure.



- C. The term **Supervisor** shall mean any principal, assistant principal, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
- D. The **Chief Executive Officer** is the superintendent of schools of the district.
- E. **Association** shall mean the Averill Park Teachers' Association.
- F. **Aggrieved Party** shall mean the any person or group of persons in the negotiating unit filing a grievance.
- G. **Party in interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- H. **Grievance Committee** is the committee created and constituted by the Averill Park Teachers' Association.
- I. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

### **Section 3. Procedures**

- A. All grievances shall be filed electronically.
- B. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons, therefore. Each decision shall be promptly transmitted to the member (s), the Association and the Superintendent of Schools.
- C. If a grievance affects a group of members and involves a section of this Agreement associated with system-wide problems, it may be submitted by the Association directly at Stage 2 described below.
- D. There will be no interruption of classroom activities and students will be involved only when absolutely necessary.
- E. The Board of Education, Superintendent, and the Association agree to facilitate any investigation which may be required and to make available copies of documents, communications and records used at official hearings.
- F. Except as otherwise provided in Section 5.A.1 and 5.A.2 an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him or her.

- G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- H. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- I. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- J. If any provisions of this grievance procedure or any application thereof to any member of group of members in the negotiating unit shall be finally determined by any court to be contrary to 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 will continue in full force and effect.
- K. The existence of the procedure hereby established shall not be deemed to require any member to pursue the remedies here provided and shall be in any manner, impair or limit the right of any member to pursue any other ethical procedure available.
- L. The member or the Association filing a grievance shall have the right to be represented at any and all stages of the grievance procedure.

#### **Section 4. Time Limits**

- A. Since it is important to maintain good relationships, grievances must be Processed as rapidly as possible, and every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- B. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the member knows or should have known of the act or condition on which his grievance is based. During the period June 1 through September 1, the time limit specified herein shall be twenty-five (25) calendar days.

- C. 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.
- D. Failure to communicate a decision to the aggrieved party, and the Association within the specified time limit at any stage of the grievance procedure shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- E. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- F. During the period July 1 through September 1, all days referred to in States 1, 2, 3, and 4 shall be calendar days exclusive of Saturdays, Sundays, and holidays.

## **Section 5. Stages of Procedure**

### **A. Stage 1: Supervisor**

- 1. A member having a grievance will discuss it with his/her Supervisor, either directly or through a representative with the objective of resolving the matter informally. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance.
- 2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the grievance is presented to the supervisor, he/she may have further discussions with the grievant in order to settle the grievance. A final decision will be made by the supervisor and presented, in writing, to the member and the Association by the end of the five (5) day period.

### **B. Stage 2: Chief Executive Officer**

- 1. If the grievant is not satisfied with the written decision at the conclusion of Stage 1, he/she or the Grievance Committee if it chooses, may file a written appeal with the Superintendent within five school days of the receipt of the written Stage 1 decision. A copy of the Stage 1 decision shall be submitted with the appeal.

2. Within five (5) school days after the receipt of the appeal, the Superintendent or his/her designated representative, shall hold a hearing with the member, a representative if he/she chooses, and all parties in interest.
3. The Superintendent shall render a decision in writing to the member and the Grievance Committee, if it was a party in interest, within five (5) school days after the conclusion of the hearing.

C. **Stage 3: Board of Education**

1. If the grievant is not satisfied with the decision at stage 2, the grievant will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
2. Within twelve (12) school days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
3. Within ten (10) school days after the conclusion of the hearing, the Board of education shall render a decision in writing, on the grievance.

D. **Stage 4: Arbitration**

1. After such hearing, if the Association is not satisfied with the decision at Stage 3, the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) school days after the receipt of the Stage 3 decision.
2. Within ten school days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to attain a commitment within the specified period, the Superintendent will request from the American Arbitration Association, a list of three (3) arbitrators. Each party will delete one (1) name from the list and the remaining named person will be the arbitrator. The parties will be bound by the rules and procedures of the American Arbitration Association.

3. The selected arbitrator will hear the matter promptly and will issue his/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 final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
5. Arbitration shall only be available on questions pertaining directly to the interpretation of articles of this Agreement. The decision of the arbitrator shall be binding upon all parties.
6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and APTA, or the grievant.

## **ARTICLE 4**

### **ASSOCIATION PRIVILEGES**

#### **Section 1. Use of District Facilities**

The Association shall have the privilege to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program and provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefore.

#### **Section 2. Budget Development**

While the Board is in the process of developing a proposed school budget, it will give the Executive Committee of the Association the opportunity to meet with either the Board or representatives selected by the Board to discuss the budget which is being developed.

#### **Section 3. Changes in Board Policy**

Before the Board knowingly adopts a change in policy not covered by this agreement but which affects members' terms and conditions of employment, the Board will, whenever practicable, notify the Association in writing that it is considering such a change. The Association will have the right to discuss the policy with the Board representatives, provided that it files such request with the Board within ten (10) days after receipt of said notice.

## **ARTICLE 5 EMPLOYEE RIGHTS**

### **Section 1. Issues of Building Keys / Cards**

- A. Members shall be issued cards to their buildings, upon written request, for evenings, weekends and school recesses (other than the entire summer recess) for the following purposes:
  - 1. to develop and conduct programs
  - 2. for responsibilities that may only be accomplished on site
- B. Persons issued keys or cards will be responsible for all reasonable precautions regarding building security when using a facility.

### **Section 2. Reduction in Staff**

- A. When the district determines that it may be necessary to reduce the size of the APTA work force, it shall notify the Association of the fact at least forty-five (45) days prior to anticipated Board action. The Superintendent or his/her designee will meet with the President of the Association to discuss the proposed abolition.
- B. Reduction in staff will be in accordance with the Appendix F (Seniority and Bumping Rights). Reductions in teaching assistant staff will be by seniority. Teaching assistants in academic or general subject areas cannot bump health professionals and health professionals cannot bump into other academic or general subject areas.
- C. Members shall be offered re-employment in the reverse order of their termination when openings exist.
- D. For the purpose hereof, non-renewal of a probationary appointment, denial of tenure, dismissal of a tenured member, retirement or resignation of a member shall be deemed "reduction in positions."

### **Section 3. Personal Reimbursement**

The District shall reimburse members for the cost of replacing or repairing (at the District's option) dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by Workers' Compensation and clothing and technological devices damaged or destroyed as a result of an assault suffered by the member while acting in the discharge of his/her duties and absent personal negligence. Such reimbursement shall be limited to the cost of replacement of the item damaged. The replacement item shall be of like kind and value.

#### **Section 4. Tuition Waiver**

Full time members residing outside the district, who are otherwise not entitled to tuition payment by their home district, may request to have dependents attend the Averill Park Central Schools, tuition free. The parents are responsible for transportation to and from school. They must assume responsibility for having their children supervised until they can complete their professional responsibilities and ensure that care of the dependent(s) does not interfere with after school professional responsibilities.

#### **Section 5. Censure**

- A. In the event that the Board of Education issues a written censure of a member, the Board will provide for a hearing to review the censure at the request of the recipient as follows:
  - 1. Within five (5) days of the receipt of the written censure, the recipient will, if he/she chooses, notify the Superintendent of his/her request for a hearing.
  - 2. Within ten (10) days of the receipt by the Superintendent of the request for a hearing, a private hearing before the Board will be scheduled.
  - 3. Within five (5) days of the conclusion of the hearing, the Board will render a written decision.
- B. The member may be represented at the hearing by someone of his/her choice and may call witnesses of his/her choosing. However, the member must notify the Superintendent at least twenty-four (24) hours in advance of the hearing of the names of witnesses and his/her representative, if any.
- C. The Superintendent must notify the member at least twenty-four (24) hours in advance of the hearing of the names of witnesses and representatives, if any, appearing on behalf of the District. The decision of the Board will be subject to arbitration when the reprimand refers to an alleged violation of the Agreement.

#### **Section 6. Meeting Observers**

All members may have an APTA representative at a meeting with more than one supervisor.

#### **Section 7. Member Review of Files**

Each member shall have the right, at his/her request, to review the contents of his/her own permanent and/or building file and to make copies of any documents therein except confidential or reference information. Members will call ahead to confirm the availability to view the file. A representative of the Association may, at the member's request, accompany the member in such review.



## **Section 8. Derogatory Material in Files**

No derogatory materials, except confidential reference information, shall be placed in the member's own permanent and/or building file without the member's knowledge and an opportunity to make a written statement of defense to be attached to the derogatory materials.

## **Section 9. Additional Service Role Retention**

- a. The school district recognizes two categories of work for members. The first category includes primary or professional teaching services being provided as part of a regular employment assignment. This primary service is covered by a professional appointment at the time of hiring by the Board of Education whose terms are governed by applicable Education Law, except as otherwise set forth in this Agreement.
- b. The second category is an "additional service role." Examples of the additional work category includes extracurricular advisor, athletic coach, teacher leader, etc. These additional assignments are subject to annual appointments. However, incumbent Association members may reasonably expect that such appointments will be continuous from year to year, provided that satisfactory services are being rendered and responsibilities are being met.
- c. Administrators shall document in writing to the member by March 15<sup>th</sup>, or as soon as a performance issue becomes apparent to the administration if after March 15<sup>th</sup>, if any performance concerns related to the additional service role are indicated. The member may submit a written response to any such notice. If improvement is not forthcoming, the administrator will notify the member no later than June 1<sup>st</sup> that he/she will not be recommended to continue in the role for the following year and the position will be posted as a vacancy.
- d. Administration will canvass incumbent Association Members assigned to additional service roles on an annual basis to have them confirm in writing no later than June 15 if they are interested in continuing to serve in the additional service role. If they are not or if they fail to timely confirm, the position will be considered vacant. Only vacancies will be re-posted each year.
- e. For sports and other extra-curricular activities that are not posted and appointed in the spring, the above time frames shall be adjusted so that the member is notified of any performance concerns during the conduct of the season/activity so as to have an opportunity to improve and notified at the end of the season/activity if they will not be recommended to continue the following year.
- f. Members may grieve any alleged process violations of this provision but not the substance of any determination."



## **Section 10. Health Professionals**

If eligible for coverage under Civil Service Law Section 75, no health professional shall be disciplined except through such process.

# **ARTICLE 6 TEACHER PROMOTION AND VACANCIES**

## **Section 1. Posting of Vacancies**

All vacancies that occur, including those regarded as promotional, shall be posted electronically and sent to the Association President who will distribute the notices to membership. It is understood that if the vacancy is within the APTA, terms and conditions of employment for the position will be negotiated. The APTA president will be notified 24 hours before general release of formal notice of such vacancies. Postings during the school year will be up for a minimum of five (5) days.

## **Section 2. Summer Notification**

Members who desire to apply for such positions which may become available during summer vacation period shall submit their names to the Superintendent, together with the position(s) they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify such members of any such vacancy. Postings during the summer will be up for a minimum of ten (10) days except that they may be shorter than that period under extenuating circumstances. In such shortened periods, a copy of the posting will also be emailed to the President of the Association.

## **Section 3. Vacancy Consideration**

All other factors being equal, members employed in the Averill Park Central School District will be given first consideration in filling vacancies and new positions within the negotiating unit. The final selection will not be subject to the grievance procedure.

## **Section 4. Notification of Board Action**

District applicants receiving appointment will be notified of Board action in writing by mail within three (3) working days of the Board meeting at which the action was taken. A copy of the appointment letter will also be provided to the President of the Association.

## **ARTICLE 7**

### **TEACHER ASSIGNMENT AND TRANSFER**

#### **Section 1. Tentative Assignments of Teachers**

- A. A notice of tentative assignments for all newly employed personnel with respect to their specific position shall be given at the time of employment.
- B. All teachers shall be given written notice of their tentative lists of subjects or grade level for the coming year no later than the first day of June. Any known assignments, in addition to the normal teaching schedule during the regular school year, including advisorships and extra duties, shall be assigned by the same date. Changes may occur after consultation with the teacher. Teachers will be granted the opportunity, upon request, to meet with the principal of their assigned building concerning the teacher's assignment as the principal develops the master schedule. Each principal will notify the Association Building Representative(s) when he/she is commencing development of the schedules.

#### **Section 2. Involuntary Transfer and Reassignment**

- A. Involuntary transfers or reassignment may be made when necessary and when in the best interests of the school system. Notice of an involuntary transfer or reassignment shall be given to teachers whenever possible by May 1 of the preceding year. After May 1, notice will be provided to the teacher within two (2) days after the decision to transfer is made.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal in charge, at which time the teacher shall be notified of the reasons(s) for such change. In the event that the teacher objects to the transfer or reassignment at this meeting, the teacher may, upon request, meet with the Superintendent to discuss the matter and may be accompanied at such meeting by a representative of the Association.
- C. A teacher being involuntarily transferred shall be notified of the position(s) available in his/her tenure area. When more than one position exists to which a teacher may be transferred, such teacher may request the positions, in order of preference, to which he/she desires to be transferred. His/her preference will be one of the major factors considered in making the transfer.
- D. At the kindergarten through fifth grade level, involuntary transfers from one grade level to a different grade level shall be for a minimum of two years unless a change is mutually agreed to the teacher or it is a return to the same grade level immediately preceding the transfer.

### **Section 3. Voluntary Transfers (applies to all members)**

Members who desire a change in grade, subject assignment or who desire to transfer to another building, may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent of Schools. Such statement shall include the grade and/or subject as well as the school(s) to which the teacher desires to be transferred, in order of preference. Whenever the Superintendent knows of a vacancy, he/she will notify the teacher who has filed an application for such position.

## **ARTICLE 8 EVALUATION**

### **Section 1. Evaluation Procedures**

- A. The evaluation of all members is the responsibility of the Board through its Chief Executive Officer and shall be conducted annually by making use of the evaluation instruments and procedures determined by the District Professional Development Committee in compliance with part 100.2 of the Commissioner's Regulations. The Annual Professional Performance Review (APPR) aims to promote instructional excellence to help staff to identify strengths of performance and areas in need of assistance, to assist the staff to monitor and adjust professional practice, and to encourage a continuing dialogue between those involved in the instructional process.
- B. Although a member's evaluation is not subject to the grievance procedure for teachers, it is subject to appeal as outlined in the district wide APPR agreement. For all other members, it may be reviewed at a meeting of the Superintendent of Schools, with the principal and/or supervisor present. If requested, a representative designated by the Association may accompany the member at any such meeting.
- C. Each member has the right to have included in his/her permanent or building file his/her letter answering adverse evaluations; such letter will be attached to the respective evaluation.
- D. All planned and formal monitoring or observing of the work or performance of a member shall be conducted openly with full knowledge of the member and shall be completed by June 1. This would not preclude a supervisor from visiting the classroom at any time for the purpose of providing assistance to the member. Evaluations will be distributed before the last day of school.
- E. Only certified evaluators will be used to formally evaluate members of the teaching staff. No members of APTA will formally evaluate other members of APTA without mutual agreement of the APTA President and the Superintendent of Schools.

- F. The Superintendent will provide written notice to:
1. Probationary members who are not recommended for tenure at least sixty (60) days prior to the end of their probationary period.
  2. Probationary members who are not recommended for a continuing appointment by June 1.

## **Section 2. Observation Period**

An observation period may normally consist of no more than 60 minutes or a series of shorter periods totaling 60 minutes or less. At the secondary level, the observation period may be extended to include an entire block.

## **Section 3. Pre-tenured/Probationary Teachers**

- A. All probationary teachers will receive formal feedback a minimum of three times per year.
- B. Teachers will be observed a minimum of 2 pre-scheduled visits. At least one observation will be unscheduled.
- C. The administrator will request that the teacher complete a pre-observation form and participate in a pre-conference to discuss the lesson for all of the scheduled visits.
- D. Following all observations, the teacher will complete a post-observation reflection and participate in a follow-up conference within two weeks of the observation.
- E. Evaluation forms to be used by the district will be presented to all faculty by September 15<sup>th</sup> of each school year.
- F. The summary forms used will serve as written documentation that provides feedback on instructional performance. Teachers will receive copies of completed documents used in the process.
- G. The annual evaluation is comprised of all formal and informal observations. This summary is provided before the last day of the academic year and must be signed and returned for filing in the teacher's personnel file.

## **Section 4. Tenured Teachers**

- A. A teacher and his/her supervising administrator will mutually agree by October 1<sup>st</sup> upon the evaluation procedures to be used during the school year. Teachers may choose between classroom observation and goal setting.

- B. If classroom observation is chosen the teacher will participate in a single observation as outlined in Section 3.
- C. Goal setting will involve an initial conference, a mid-year conversation and an end of year summary conference. The process will be documented through a written professional growth plan, which must be completed before the end of the academic year. This plan will serve as the teacher's annual evaluation and will be filed in the teacher's personnel file.

#### **Section 5. Teachers in Need of Improvement**

When a teacher has been determined to be in need of improvement he/she will be formally notified, as soon as possible, by his/her administrator. The administrator shall implement a written Teacher Improvement Plan (TIP) for the teacher related to the specific areas of need. Assistance may include, but shall not be limited to practical application, information regarding techniques and materials and advice relating to training or retraining.

### **ARTICLE 9 CHANGES IN INSTRUCTIONAL MATERIALS**

#### **Section 1. Instructional Materials Changes**

The Superintendent or designee has the final decision on instructional materials changes. However, prior to a decision being made, the Superintendent or designee shall notify the President of the Association of any proposed change and, if requested, form a committee to review the proposed change. The committee will be comprised of administrators assigned by the Superintendent and up to six (6) members of the Association designated by the President of the Association. The committee will share its recommendations with the Superintendent or designee prior to any final decision being made.

### **ARTICLE 10 EDUCATIONAL DEVELOPMENT COMMITTEE AND GRANTS**

#### **Sections 1. Establishment of Educational Development Committee**

- A. The Superintendent and the Association agree that the professional staff is and should continue to be a major source of development and innovation in improving the educational programs carried on in the public schools. The parties agree further that it is important for the professional staff to participate in the overall development and cooperation of policies, studies, projects, and other activities directed toward the devising, testing and introduction of new programs, toward the evaluation of existing programs, and towards research in pertinent educational and related areas.

- B. Accordingly, the Superintendent and the Association agree that an Educational Development Committee (EDC) shall be established to consist of nine (9) people of whom four (4) shall be designated by the Association, four (4) by the Superintendent, and one (1) selected jointly by the Association and the Superintendent. The Superintendent, or his/her designee, will be invited to all meetings, may participate in the discussions, but will have no vote. The Committee members will elect their own chairperson. This committee will study and consider proposals from any source concerning curriculum and policy, and it may also initiate and carry on studies of its own.
- C. Prior to the consideration of proposals or mini-sabbaticals, the Superintendent may outline for the Committee's consideration the District's curriculum goals for the year. Innovations referred to in Section 1 which encourage individual teachers to submit proposals as a result of their own creativity in classroom focus, which do not adhere to the priorities outlines by the Superintendent, will still be considered for EDC funding.

## **Section 2. Educational Development Committee Funding**

- A. Each year the District will provide an amount of money to support individual projects or mini-sabbaticals of value to the education program of the District. The money shall be allocated for project consideration on a per teacher basis K-5, 6-8 and 9-12. At the discretion of the EDC, funds not expended at one level may be reallocated to another level. The current level of funding is \$18,000.
- B. Funds not expended will be returned to the General Funds of the District.
- C. Consideration of additional projects may be authorized by the Board of Education.

## **Section 3. Educational Development Committee Responsibilities**

- A. The Committee will meet no less than two time per year. Additional meetings will be scheduled as the need arises.
- B. Teachers are invited to submit proposals for creative and innovative projects to the committee. Proposals will be encouraged to address the district goals and at the elementary level show collaboration across all buildings.
- C. The following procedure should be followed when proposals are submitted:
  - 1. The written proposal shall designate the participants, identify a project coordinator and provide a description of the proposed project.
  - 2. The proposal shall have a budget covering all costs at negotiated rates, if applicable.
  - 3. The proposals are submitted to the EDC where they are reviewed and prioritized.

4. A teacher will be granted, if requested, an opportunity to present his/her proposal to the committee.
  5. The EDC submits its recommendation(s) to the Superintendent who reviews the proposals.
  6. The Superintendent submits his/her recommendation(s) to the Board of Education for approval.
  7. The Superintendent (or designee) sends a memo to each project Coordinator indicating the final decision regarding the proposal. A copy of each memo also goes to the building principal, EDC Chairperson and School Business Official.
- D. The Committee will monitor the completion and implementation of the projects approved by the Board of Education, through contact with the project coordinator.

## **ARTICLE 11**

### **PROCEDURES PERTAINING TO SUBSTITUTE TEACHERS**

#### **Section 1. Teacher Responsibilities when Absent**

Teachers who are absent will be responsible for providing seating charts and lesson plans on which to base the day's work, for their substitutes. In addition, each teacher will leave the Emergency Procedures Card, a folder in the desk containing daily schedules, directions for fire drills, attendance procedures, lunch routines, assembly routines, and other necessary helpful information for substitutes. During extended absences, teachers will not be responsible for providing lesson plans beyond ten (10) days. (This section does not apply to teaching assistants.)

#### **Section 2. Student Teachers as Substitutes**

A student teacher may not be used as a substitute teacher without the approval of the cooperating teacher and the sponsoring teacher education program.

#### **Section 3. Emergency Substitution and Snow Days**

- A. In an emergency, when scheduling necessitates, teacher may be requested by the administration to take a class, classes, or other duties of an absent teacher. Teachers who give up preparation or lunch time will be compensated at the rate of thirty dollars (\$30.00) per half block (or 43 minutes) or sixty dollars (\$60.00) per block (86 minutes).
- B. Teachers who agree to come in to proctor exams on emergency closing days will be paid for a minimum of four (4) hours at the negotiated professional hourly rate.



## **ARTICLE 12 TEACHER EMPLOYMENT**

### **Section 1. Service Credit**

Service credit not to exceed two (2) years for military experience and not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps will be given upon initial employment.

## **ARTICLE 13 UNPAID LEAVES OF ABSENCE**

### **Section 1. Leaves, Extensions or Renewals**

Written applications for any leaves, extensions, or renewals of leaves must be made to the Superintendent. The member will return from leave at a mutually agreed upon date. Such return will be at a time of least impact to the continuity of instruction. The applicant will receive written confirmation of the terms and conditions of the approval.

### **Section 2. Peace Corps, VISTA, National Teacher Corps**

A leave of absence without pay and benefit credits of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA, or the National Teachers Corps and up to one (1) year for service as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, a member will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Leaves will not begin or end during the ten (10) month school year. Any deviation in the period of the leave will be at the discretion of the Superintendent.

### **Section 3. Military Leave**

Military leave will be granted to any member without pay and benefit credits as provided by military law. Upon return from such leave, a member will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

### **Section 4. Child Care Leave**

- A. Members will be granted unpaid childcare leave that extends the Family & Medical Leave Act. Written application for such leave shall, so far as possible, be made three (3) months before the expected arrival date of the child. Such leave shall commence at a time selected by the member and shall continue for a period not exceeding two (2) years. A member will not accumulate additional leave days during childcare leave. Such leave will be without pay and benefit credits.



- B. Members covered under this contract who become the parents of an adopted child will be provided with childcare leave on the same terms as provided for biological parents, Article 13, Section 4 A.

#### **Section 5. Personal Reasons Leave**

- A. A leave of absence for personal reasons without pay, benefit credits or increment of up to one (1) year may be recommended to the Board of Education by the Superintendent. Additional leave may be granted at the discretion of the Board.

#### **Section 6. Benefits to Returning Teacher**

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to the teacher on his/her return. An application form supplied by the District must be submitted by the employee in order to reinstate health insurance. The returning teacher will be assigned to the same tenure area that he/she held when the leave commenced. A member having served at least eighty (80) school days or 50% of their scheduled work year, whichever is greater, in the year in which the leave commenced will be placed on the next higher level of their salary schedule.

#### **Section 7. Notification to Return**

A member on leave of absence shall notify the Superintendent as to his/her intention to return to service not later than ninety (90) days prior to the expiration date of such leave. Members with leaves ending at the conclusion of the school year (June 30) shall notify the Superintendent of their intention to return by April 1. The district letter approving the leave will indicate the date the leave expires. Failure to notify the Superintendent within such ninety (90) days will constitute a resignation.

#### **Section 8. Extended Leave**

Any tenured member whose personal illness or injury extends beyond the period covered by his/her accumulated sick leave pay will be granted a further leave without pay for up to two (2) years. The district may require two (2) qualified physicians to verify the necessity for leave beyond one (1) year. One (1) physician shall be designated and paid for by the district.

#### **Section 9. Probationary Service and Leaves**

Unpaid leaves granted to non-tenured members will not count as part of the time required for probationary service.

#### **Section 10. Leave Limitations**

A member granted a leave of the type mentioned in this Article may not be gainfully employed for the duration of the leave, except as a per diem substitute. If the person on such leave wishes to engage in any other type of work, he/she shall request the approval of the Superintendent.

## **Section 11. Physician's Statement**

The Superintendent may require a physician's statement of the member's medical ability to continue working or to return to work in connections with any health-related leave of absence.

# **ARTICLE 14 TEMPORARY AND PAID LEAVES OF ABSENCE**

## **Section 1. Special Leaves**

The following special leaves will be provided with pay each school year in addition to the leave specified in Article 15. SICK LEAVE.

- A. Time necessary for the purpose of visiting other schools or attending meetings or conferences of an educational nature, upon advance written approval of the Superintendent.
- B. Twelve (12) days in the aggregate shall be provided for official Association representative to attend meetings, conferences, and/or conventions of the organizations with which the Association is affiliated. Additional days may be granted by mutual agreement. No more than three (3) members may utilize such leave at any one time. Such days may include days scheduled to be worked in summer school if a qualified substitute is available. The Averill Park Teachers Association will reimburse the District \$50 per day for the first six (6) days, and fully for the cost of substitutes for days seven (7) through twelve (12). Notice of such leave shall be submitted to the Superintendent of Schools in writing, whenever possible, prior to the date of absence, on a form provided by the Association. The form will require the signature of the Association president indicating that the leave is for approved Association business.
- C. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system; the performance of jury duty; because he/she has been subpoenaed in a legal matter in which he/she is not personally involved; or employment at the request of the State Education Department with the approval of the Superintendent. Any monies he/she receives in such circumstances will be deducted from the salary due him/her.
- D. Four (4) days, without loss of pay, will be available for personal reasons.
  - 1. A personal leave request form must be submitted at least four weeks in advance to the Superintendent for approval when the personal day(s) are needed immediately prior to or following a holiday, recess or vacation period.
  - 2. A personal leave request form must be submitted for approval at least two (2) days in advance to the Superintendent when the

member wishes to use more than one day consecutively, when not in conjunction with a holiday, recess, or vacation period.

3. Unused personal days will accumulate as additional sick leave.
  4. The Superintendent shall have final discretion regarding approval of personal leave based on the district's need to ensure minimal disruption to the educational process.
- E. Members in unavoidable absences due to inclement and hazardous weather or due to traffic accidents would not experience salary losses. However, if the delay is more than two (2) hours but less than three (3) hours, one half (1/2) personal leave will be deducted. If the delay is more than three hours, one (1) day personal leave shall be deducted.
- F. When a teacher needs to be absent for less than a quarter (1/4) of a day, for an essential purpose that cannot be performed outside the school day:
1. The teacher will address the need to leave with the building administrator as soon as possible.
  2. If the administrator deems the absence to be an emergency, as defined in Board Policy #9530, no charge will be made to the teacher's sick or personal days.
  3. If the teacher provides his/her own coverage and this coverage is of no cost to the district, the teacher will not be charged.
  4. For absences not deemed an emergency as in #2 above, or for which no coverage is obtained as in #3 above, the teacher will be charged in quarter day increments.

## **ARTICLE 15**

### **SICK LEAVE**

#### **Section 1. Amount of Sick Leave**

Members of the Averill Park Teachers' Association shall be entitled to eleven (11) days sick leave for each school year during which they are employed by the school district. The days shall be available as of the first official day of said school year whether or not a member reports for duty on that day. A member employed on an eleven (11) month or twelve (12) month basis shall be allowed twelve (12) or thirteen (13) days of sick leave annually, respectively. Any new member who commences employment at other than the beginning of the school year, will receive a prorated portion of these days to the nearest whole day for the first year. Part-time members who do not work every work day will be entitled to a prorated percentage of eleven (11) days of sick leave each school year to be calculated based on their FTE to the nearest whole day and the portion of the school year employed (for example, a .4FTE teacher who works two days per week would receive four (4) days of sick leave).

## **Section 2. Accumulation**

Days of sick leave may be accumulated up to a maximum of two hundred seventy (270) days. Each member's sick leave and personal leave prior year's use and personal leave prior years use and current balances, will be reported by October 15 of each school year.

## **Section 3. Physician's Statement**

A physician's statement may be required by the Superintendent when an absence exceeds two (2) days, or when a single day absence occurs before or after a holiday, recess, or vacation period.

## **Section 4. Sick Leave Pool**

- A. Members in the negotiating unit may voluntarily choose to contribute a maximum of five (5) days per year of their personal sick leave credit to a pool to be used to provide additional sick leave to members with more than one (1) year of service in the District in the event that current and accumulated sick leave is exhausted and illness continues. Maximum contributions to the pool will be limited to the equivalent of one (1) day per member in the negotiation unit. Contributions may be made at any time during the school year on a form provided by the Superintendent, but members who are leaving the District may not contribute their unused sick leave to the pool.
- B. After a member uses up his/her current and accumulated sick leave he/she may apply to the Superintendent for use of days from the pool. The Superintendent and the President of the Association will serve as trustees of the pool and all decisions relating to the use of the pool days will be made by them. Such decisions shall not be subject to the grievance procedure. However, a rejected applicant may ask for, and will receive, a review of the decision. Usage of pool days may be in any amount but not more than twelve (12) days, time the years of service in the District and in no case in an amount that would carry past the end of the school year in which the borrowing took place. Should the member require additional days at the commencement of the following year, he/she may reapply.

## **Section 5. Workers' Compensation**

Whenever a member is absent as a result of a personal injury caused by an accident or assault occurring in the course of their employment and receives Workers' Compensation for such absence, he/she will receive his/her full salary during the absence for a period of six (6) months, and no part of such absence shall be charged to annual or accrued sick leave. After the six (6) month period, the employee may use accrued sick leave to continue to receive full salary. If the member has no sick leave, he/she will receive benefits entitled under Workers' Compensation. Where full salary is provided by the District, the District will apply to the Workers' Compensation Board for salary reimbursement.

## **Section 6. Use of Sick Leave for Family Reasons**

- A. A member may use his/her accumulated sick leave for family reasons as follows: not exceeding five (5) days at any one time in the event of serious illness, as defined by Family Medical Leave Act, requiring hospital, bedside or household attention by the member, of a member's spouse, child, children-in-law, parent, parent-in-law, sibling, sibling's spouse, grandparent, grandchild, or another individual with whom the member is residing at the time of death or illness. In order to use more than five consecutive days of compensated sick leave the member must apply to the Superintendent. The Superintendent may require a statement from the family member's attending physician attesting to the need for bedside, hospital, or household attention of the member when such leave exceeds two (2) days. Personal days may be used to extend absences for family reasons.
- B. A member may use his/her accumulated sick leave not exceeding five (5) days at any one time in the event of death of a member's spouse, child, children-in-law, parent, parent-in-law, sibling, sibling's spouse, grandparent, grandchild, or any other individual with whom the member is residing at the time of death. In order to use more than five consecutive days of compensated sick leave the member must apply to the Superintendent.

## **Section 7. Payment for Sick Leave**

- A. Members may accrue up to two hundred seventy days (270) of sick time. Days in excess of 270 will be paid out automatically at a rate of \$80.00 per day.
- B. Members who have accumulated thirty (30) days of sick leave by June 30 of any year may, in place of accumulation for that year, request payment for each day (not to exceed fifteen (15) days) not used that year at the following rate. (Each day paid shall be at the level of highest total accumulation at the time of request.)

31-150 days = \$50

151-220 days = \$60

221-270 days = \$70

Members choosing this option must notify the District Office by February 1 of the current school year regarding their intention to receive reimbursement for unused sick days in a given year.

- C. Upon separation after fifteen (15) years or more of service to the District, members participating in the NYSTRS or the ERS will receive payment as outlined in paragraph B above for each day accumulated under the provisions of this article. In order to exercise this option, the district must be notified by February 1 of the year in which he/she plans to claim this benefit. Payment will be made by July 15 of that year. The District will make direct contribution to a

pre-approved 403B account. Members leaving during the school year will receive credit for sick and personal leave accumulated for that year on a prorated basis.

- D. For members who choose to separate after February 1 of the current school year, sick leave payout will be made to the Member or his/her designated beneficiary by July 15 of the following school year.
- E. The rate of payout will be determined by the number of days the member has on February 1 of the year in which the sick days are redeemed.

## **ARTICLE 16**

### **SABBATICAL LEAVE**

#### **Section 1. Who May Apply**

Upon recommendation of the Superintendent, sabbatical leave may be granted to teachers who have served at least seven (7) consecutive years in the school system (leaves of absence accepted) for study or other purposes of value to the school system. A teacher granted sabbatical leave shall return to the school system for at least the year after his/her leave ends and to the same position if available, or to a substantially equivalent position. (This article does not apply to teaching assistants.)

#### **Section 2. When to Submit**

Applications for sabbatical leave must be submitted to the Superintendent in writing no later than January 5<sup>th</sup> of the school year prior to the year for which the leave is requested. Teachers will be informed of the action on their application no later than March 1<sup>st</sup>.

#### **Section 3. Duration of Leave**

Sabbatical leaves for one (1) year shall be at one-half (1/2) of the salary the teacher would have received during the period of such leave and for one-half (1/2) of a year at the full salary the teacher would have received.

#### **Section 4. Employment Restrictions During Leave**

Any teacher granted a leave pursuant to this Article or Article 13, Section 4 (Extended and Unpaid Leaves of Absence) who, during such leaves engages in employment not stated in the application for such leave or thereafter approved by the Superintendent, shall be deemed to have resigned. However, minor employment, supplementary to the purpose of the leave, shall be exempt.

#### **Section 5. Consequences of Not Returning After Leave**

If a teacher who received sabbatical leave does not return to the school district for a minimum of one (1) year professional service after leave termination, such teacher will return all school district

salary money received during the sabbatical. Repayment of such monies will be made by monthly payments over a period of sixty (60) months. Any teacher unable to return to the district for a minimum of one (1) years' service because of extenuating circumstances as determined jointly by the Board and the Association's Executive Committee, such as health or spouse being required to leave the area, shall be relieved of the obligation or repayment of all school district salary money received during the sabbatical leave.

#### **Section 6. Graduate Credits Earned on Leave**

Graduate credit hours earned while on sabbatical leave will not be compensated in the manner provided in Article 18. Such hours will be counted toward requirements to move from one column of the salary schedule to another.

#### **Section 7. Granting Sabbatical Leave**

The granting of sabbatical leaves under Article 16 is at the sole discretion of the Board of Education.

## **ARTICLE 17 DEDUCTIONS**

#### **Section 1. Payroll Deductions**

Payroll deductions will be available at the request of the member. Such deductions shall include:

- A. Employee Credit Union
- B. 403B/457B Accounts
- C. Group Insurance Plans
- D. United States Savings Bonds
- E. United Way of Northeastern New York
- F. NYSUT Benefit Trust: Payroll Advantage Program (There must Be a minimum enrollment of ten members)
- G. Flexible Benefits Spending Plan
- H. Vote COPE

#### **Section 2. Dues Deduction**

- A. The Averill Park Central School District agrees to deduct from the salaries of its employees' dues for the Averill Park Teachers' Association and affiliated organizations as said members individually and voluntarily authorize the Superintendent to deduct and transmit the monies promptly to the Averill Park Teachers' Association. Member authorization shall be in writing using a form mutually agreed upon by the Association and the Superintendent.
- B. In the event that an employee maintains positions covered contractually by both the Averill Park Teachers' Association and another bargaining unit, dues shall be deducted from the employee's salary and submitted to the two associations based on the salary earned in each bargaining unit's work.



### **Section 3. Notice of Dues Deductions**

The Averill Park Teachers' Association shall certify to the Superintendent in writing the current dues cited in Section 2 above. The Association shall give the Superintendent thirty (30) days' notice prior to the effective date of any change in dues of said Association.

### **Section 4. Time Limit for Payroll Deductions**

Deductions referred to in Sections 1 and 2 above will be made in as nearly equal installments as practicable during the school year. The Superintendent will not be required to honor authorizations for deductions that are delivered to him/her later than fifteen (15) days prior to the computation of the payroll from which deductions are to be made.

## **ARTICLE 18 PROFESSIONAL IMPROVEMENT**

### **Section 1. Graduate Credit**

- A. Teachers who have satisfactorily completed graduate courses will receive compensation at \$30 per credit as an addition to the annual salary. Teachers wishing to take courses outside their field of service shall obtain prior approval of the Superintendent before financial compensation will be granted for such courses. The Board will agree to grant the appropriate compensation for undergraduate level courses when such courses are not necessary for certification and provided the courses are directly related to the teacher's assigned field, or will contribute directly to the improvement of the individual's professional skills. All such graduate and undergraduate courses must have the prior approval of the Superintendent.
- B. An official transcript must be submitted to the Superintendent by October 15<sup>th</sup> to make the teacher eligible for the full annual amount due. When such evidence is submitted between October 15<sup>th</sup> and March 15<sup>th</sup>, the teacher will be eligible for one-half (1/2) of the annual amount due.
- C. Graduate hours beyond Bachelors +60 and Masters +60 will be compensated on the basis of the in-service stipend.

### **Section 2. In-Service Credits**

- A. Members who have satisfactorily completed courses in their field of service for in-service credit as approved by the Superintendent will be compensated through in-service stipend as follows:



1. Members may earn up to \$125 for required registration fees or a one-time payment per in-service credit. Credits compensated for in this manner are not cumulative.
  2. Teachers following the normal procedure for approval for in-service courses may submit evidence of completion of one in-service credit. One in-service credit equals fifteen (15) hours of contact time accumulated in any incremental amount and over an unlimited amount of time. Members are responsible for tracking their in-service hours through the district's online software.
  3. Teachers may accumulate in-service credits for movement from one column to another on the salary schedule instead of receiving the in-service stipend one-time payment per in-service credit mentioned above.
  4. Approval for course work within the member's field of service and which is in alignment with the District's goals, shall not be arbitrarily denied by the Superintendent. Members shall receive any denials in writing within 45 calendar days of entry by the member into the professional development system. It is highly recommended that members produce supporting information and rationale with their application to expedite consideration. Fiscal concerns may be a factor but may not be the sole determining factor for denial.
  5. The awarding of in-service credits will be determined by the number of credits listed on any given certificate if there is one. CEU's are not to be used in determining the number of hours of contact time. One in-service credit equals fifteen (15) hours of contact time in any increment over an unlimited amount of time. All in-service courses must be from an accredited institution. In-service courses taken during school hours cannot be used for accumulating in-service credit.
- B. Members receiving compensation increases due to in-service credit are required to return to the school district for one (1) year following the year payment was received or refund the payment in full. This does not apply to members who do not return due to retirement from the district.
- C. A teacher completing a graduate course for in-service credit will be granted the same number of in-service credits the college or university grants as graduate credit.
- D. A teaching assistant or health professional completing an approved undergraduate or graduate course may receive a one-time only payment of \$125.

### **Section 3. Limitations on Hours**

Teachers may be credited for graduate, undergraduate, and in-service credits they receive (under Article 18, Sections 1. and 2. a total of 18 credits per calendar year (July 1-June 30). Members seeking (professional) certification shall be exempt from any limitation on graduate credits earned per year. Teachers shall only be credited for credits once per year for the purpose of column movement as the result of any graduate or in-service credits earned. Such movement shall occur in September based on proof of completion of earned credits submitted by the teacher no later than August 31st preceding that September.

### **Section 4. Conference Expenses**

Within the funds provided by the Board of Education in the approved budget, members, with the prior approval of the principal and the Superintendent, may attend professional conferences. Expenses for travel, meals, lodging and registration fees shall be appropriate expenses of the District, but all expenses must be estimated in the application for attendance at the conference, and actual expenses may not exceed the estimated expenses without the approval of the Superintendent. Payment of the salary of the substitute teacher shall also be an appropriate expense of the District.

### **Section 5. Staff Development Programs**

All Staff Development programs must have the prior approval of the Superintendent of Schools or designee.

## **ARTICLE 19 TEACHING HOURS AND TEACHING LOAD**

### **Section 1. Teachers' Work Load**

#### **A. Teachers (K-12)**

1. Teachers shall have an uninterrupted duty-free lunch period of thirty (30) minutes duration.
2. Teachers will receive additional compensation for voluntarily forfeiting planning time to assume additional teaching responsibilities, upon administrative request. Compensation for forfeiting planning time will be at the following rate per block (6-12) per year or (40) minutes per day at the K-5 level.

Payment is calculated based on 1/8 Bachelor's Step 1.

3. Language related to Article 19 should not limit or deter experimentation on the part of the Association or the Administration. Any mutually

agreeable experiment (Association-Administrative) may supersede items in this Article.

4. Special education teachers with a case load of less than ten (10) students to whom they are assigned as case manager, will be provided one (1) day per year for the purpose of working on IEP's or related matters, such day to be determined by the Director of Special Education. Special Education teachers with a case load of ten (10) or more students to whom they are assigned as case manager, will be provided two (2) days per year for the purpose of working on IEP's or related matters, such days to be determined by the Director of Special Education. A special education teacher may ask for additional IEP preparation days or for related matters in unusual circumstances, with such requests subject to the discretion of the Director of Special Education.

**B. Elementary Schedule (K-5)**

1. K-5 teachers shall have a minimum of thirty (30) minutes uninterrupted planning time per day. Except as noted below, total weekly planning time will be no less than three hundred and ten (310) minutes for individual planning plus an additional forty (40) minutes for common or team planning. Special education and ENL teachers in the K-5 levels will be provided a total of no less than two hundred and forty (240) minutes of individual planning time. They may or may not, as schedules permit, be able to participate in any common or team planning time.
2. K-5 teachers will be provided with a minimum of four (4) half days for parent teacher conferencing during the report periods which require such conferences, three in the fall and one in the spring. K-5 teachers and administrators will mutually decide how those days are to be scheduled. New York State's requirements for number of hours of school in a week must be met during the week of such conferences.
3. Library media specialists/librarians will be provided five student release days at the end of the school year to complete year-end responsibilities. If there are fewer than five such student release days, library media specialist/librarians will be provided comparable hours to satisfy the five-day requirement paid at the professional hourly rate. Such hours may occur after work or on days school is not in session. They shall work with the building principal on when such hours will be worked and submit the appropriate voucher form for payment.

**C. Secondary Schedule (6-12)**

1. Every reasonable effort shall be made to ensure that secondary teachers have no more than three distinct classroom preparations at any one time.

2. Over a two-week period:
  - a. A secondary teacher's planning time will average no less than four hundred (400) minutes per week.
  - b. Secondary teachers shall have a minimum of two (2) half-days for parent-teacher conferencing.
3. Middle school teachers will be provided a minimum of two (2) half-days for parent-teacher conferencing. Such conferences may be arranged by the Team Leader and will be mutually decided by the Middle School teachers and administrators as to how they are scheduled.

**D. Teacher Leaders**

The District may annually post and appoint Teacher Leaders at the elementary, middle school, and high school levels. Such Teacher Leaders shall be assigned to grade level teams, secondary departments, or K-12 content areas as deemed appropriate. The Teacher Leaders are expected to perform the duties as outlined in the District's job description. Teacher Leaders will not be released from any teaching responsibilities but will receive the stipend set forth in Article 22, Section 2 which shall compensate them for all work performed by them during the school year and also include up to two days in the summer as scheduled by the Superintendent for Teacher Leader training and coordination.

**Section 2. Teaching Assistants/Health Professionals**

1. Teaching assistants/health professionals working .6 FTE or more a day will be entitled to a duty-free lunch period of thirty (30) minutes.
2. Teaching assistants/health professionals who are 1.0 FTE will be entitled to a fifteen (15) minute break.

**Section 3. Members' Work Day**

- A. The members' regular workday will begin ten (10) minutes before the start of the student's day. This ten minutes is for teacher directed activities before the students arrive and will not be counted as part of a teacher's prep time. The regular instructional level K-12 student day, not counting the ten minutes mentioned earlier, shall not exceed six (6) hours and forty (40) minutes.
- B. Members shall remain as long as necessary after the end of the regular instructional day to perform professional duties such as temporary remedial and make-up instruction for pupils and meetings relating to a faculty member's

professional responsibilities. Membership on building or district-wide committees will be voluntary.

- C. Members will be notified of regular faculty meetings at least two (2) weeks in advance. An agenda will be provided at least twenty-four (24) hours in advance of all such scheduled faculty meetings.
- D. Members will not be required to attend more than six (6) evening meetings each year. Attendance at all other evening meetings will be the option of the individual teacher. The above does not include normal chaperoning responsibilities.

#### **Section 4. Class Size**

Refer to Board Policy 4420

#### **Section 5. Unused Emergency Days and the End of Year**

When there are more than two (2) unused emergency days, one (1) will be used to extend the Memorial Day recess. However, this recess will not exceed four (4) calendar days. Other unused emergency days will be applied to excuse students in grades K-8 from attendance during the last week of the school calendar for the number of days in excess of 180. Members will work a regular schedule on such days.

#### **Section 6. Request for Extra Work Days**

Building principals, with the prior approval of the Superintendent, may request members to work days in addition to the days required by the school calendar with daily compensation at the applicable professional hourly rate.

## **ARTICLE 20 INSURANCES AND ANNUITIES**

Under the terms of this Agreement the school district shall make available the following benefits for each member employed and their eligible dependents, spouses, including domestic partners, as defined by the insurance carrier.

#### **Section 1. Group Health Insurance Plans**

- A. Effective July 1, 2015, or as soon thereafter as can be implemented, the District will offer to the members the following health plans: CDPHP EPO, Blue Shield PPO (812), and Blue Shield POS (211).
- B. The member will pay the portion towards the premium of the "base plan", as set forth below, which shall be the Capital District Physicians Health EPO Plan. Effective October 1, 2019, or as soon thereafter as can be implemented, the co-pays for the base EPO plan shall be changed to:

- In network out of pocket maximum of \$5925 Singles/\$11,850 family (embedded)
- Inpatient Hospital \$250 per admission
- Inpatient maternity stay \$250 per admission
- Inpatient physical rehab \$250 per admission, 60-day limit
- Outpatient surgery \$100 copay
- Emergency room (copay waived if admitted) \$150
- Ambulance (ground) \$150
- Ambulance (air) \$150 copay, prior authorization required
- Mental Health (inpatient) \$250 per admission
- Alcohol & Substance abuse (inpatient detox) \$250 per admission
- Alcohol & Substance abuse (inpatient rehab) \$250 per admission
- Hospice \$250 per admission

C. Any member selecting or continuing a plan with a more expensive premium shall pay one hundred percent (100%) of the additional cost of that plan above the base plan in addition to the employee contribution towards the base plan. Any member selecting a plan with a less expensive premium shall contribute the same percentage of that premium as paid towards the base plan. The intent of this provision is to have the District's contribution towards the health insurance premium be no more than its share of the premium of the base plan.

**D. Employee Contribution**

(i) Members hired on or before February 1, 1994, shall contribute ten percent (10%) towards the premium of the plan selected (i.e. individual, two-person, or family). Effective July 1, 2019, such members shall contribute fifteen percent (15%) towards the premium of the plan selected. Effective July 1, 2020 and thereafter, such members shall contribute twenty percent (20%) towards the premium of the plan selected;

(ii) Members hired after February 1, 1994 and before July 1, 2015, shall contribute fifteen percent (15%) towards the premium of the plan selected (i.e. individual, two-person, or family). Effective July 1, 2019, such members shall contribute eighteen percent (18%) towards the plan selected. Effective July 1, 2020 and thereafter, such members shall contribute twenty percent (20%) towards the plan selected;

(iii) Members hired on or after July 1, 2015 shall contribute twenty percent (20%) towards the premium of the plan selected (i.e. individual, two-person, or family);

(iv) Effective July 1, 2020, all members shall contribute twenty percent (20%) towards the premium of the plan selected (i.e. individual, two-person, or family) regardless of date of hire.

- E. Employee contributions towards premium to be paid through payroll deductions.
- F. Part time employees in a .5 position or greater shall be entitled to the same health insurance benefits provided to full time equivalent (FTE) employees. Part time employees in less than a .5 position shall be entitled to health insurance benefits on a pro-rated basis. (Example: An employee hired after 1994 and working in a .4 FTE position will pay 60 % of the total health insurance premium).
- G. Prescription drugs will be provided to eligible members as reflected in the base plan. The prescription plan is the Self-funded/ASO Rx plan.
- H. Any rate change during the year will be passed on to the subscriber at the time the change becomes effective.
- I. Effective July 1, 2015, a husband and wife working for the school district (who are married as of July 1, 2015) will be eligible for a one (1) individual health plan each, or one (1) family plan only in cases where there are eligible dependents, and one member shall contribute ten per cent (10%). This group is grandfathered. For any members who are married and each work for the School District after July 1, 2015 will be eligible for one (1) individual plan each, or one (1) family plan and one of the married members shall contribute towards health insurance premium as set forth in "A" above.
- J. The District will provide health insurance options to employees who are off payroll consistent with "COBRA". The District will also provide health insurance consistent with the Family Medical leave Act for eligible employees.

## **Section 2. Eyeglass/Dental /EAP Reimbursement**

The District will provide three hundred fifty-five dollars (\$355) per teacher toward the premium costs for Delta Dental and Davis Vision plans (pro-rated on an FTE basis for part-time teachers and teaching assistants).

## **Section 3. Health Insurance Upon Retirement**

- A. Members, upon retirement, will pay the portion of their health insurance premium at the same percentage as was paid for an individual plan at the date of retirement plus 65% of their dependent's coverage. Members hired after September 1, 1994, will be eligible for this benefit upon completion of fifteen (15) years of service with the district. Retirees with less than fifteen (15) years of services may continue with the district's group plan by paying the full premium. Retirement means eligible for



retirement and participating in the New York State Teachers' Retirement System or Employee's Retirement System.

- B. Effective for any member who retires on or after July 1, 2015, the same "base plan" provisions as apply to active employees in Section 1. above shall apply to such retirees in determining the "amount" to be paid.
- C. Effective for any member who retires on or after July 1, 2017, retiree contribution toward premium shall be based on the percentage they were paying or would have paid towards individual health insurance as was in existence at the date of their retirement. This shall not be a flat dollar but rather a percentage-based contribution.
- D. For the period July 1, 2019 to June 30, 2021, any member hired on or before February 1, 1994 who retires from employment with the District in accordance with the provisions of this section, shall revert to paying ten percent (10%) of the individual health insurance. Any such member who retires between July 1, 2021 and June 30, 2023, shall contribute fifteen percent (15%) towards individual health insurance in retirement. Any such member who retires after June 30, 2023, shall contribute the same percentage they were contributing at their date of retirement as set forth in Section 3.A. above.

For the period July 1, 2019 to June 30, 2021, any member hired after February 1, 1994 and before July 1, 2015 who retires from employment with the District in accordance with the provisions of this section, shall revert to paying fifteen percent (15%) of the individual health insurance in retirement. Any such member who retires after June 30, 2021, shall contribute the same percentage they were contributing at their date of retirement as set forth in Section 3.A. above. This section (Section 3.D.) shall sunset and expire on June 30, 2023.

## **ARTICLE 21**

### **EXTRA-CURRICULAR ASSIGNMENTS**

#### **Section 1. Payments**

All persons who are assigned extra-curricular duties shall be paid additional compensation in the amount indicated below:

##### **A. Sports**

##### **1. Compensation**

For the term of this agreement, coaches will be paid based on the Levels and schedules below.



<b>Level I (100%)</b>
Head Varsity Indoor Track and Field
Head Varsity Basketball
Head Varsity Football
Head Varsity Wrestling

<b>Level II (80% of Level I)</b>
Head JV Football
Head Varsity Outdoor Track and Field
Head JV Basketball
Head JV Wrestling
Head Varsity Baseball
Assistant Varsity Basketball
Head Varsity Cross Country
Assistant Varsity Football
Head Varsity Lacrosse
Head Varsity Soccer
Head Varsity Softball
Head Varsity Volleyball
Assistant Varsity Wrestling

<b>Level III (70% of Level I)</b>
Assistant Varsity Indoor Track and Field
Head Freshman Basketball
Head Modified Football

<b>Level IV (80% of Level II)</b>
Assistant Varsity Outdoor Track and Field
Head JV Baseball
Assistant JV Football
Head JV Lacrosse
Head JV Soccer
Head JV Softball
Head JV Volleyball
Assistant Varsity Baseball
Assistant Varsity Cross Country
Head Varsity Golf
Assistant Varsity Lacrosse
Assistant Varsity Soccer
Assistant Varsity Softball
Head Varsity Tennis
Assistant Varsity Volleyball

<b>Level V (75% of Level II)</b>
Head Freshman Baseball
Head Freshman Soccer
Head Freshman Softball
Head Freshman Volleyball
Head Modified Wrestling
Head JV Golf
Head JV Tennis
Assistant JV Wrestling
Head Modified Basketball
Assistant Modified Football
Head Varsity Competitive Cheerleading

<b>Level VI (55% of Level I)</b>
Head JV Competitive Cheerleading
Head Varsity Bowling

<b>Level VII (65% of Level II)</b>
Head Modified Baseball
Head Modified Cross Country
Head Modified Lacrosse
Head Modified Outdoor Track and Field
Head Modified Soccer
Head Modified Softball
Head Modified Volleyball

<b>Level VIII (80% of Level IV)</b>
Assistant Modified Wrestling

<b>Level IX (80% of Level III)</b>
Assistant Varsity Bowling

<b>Level X (30% of Level I)</b>
Head Varsity Football Cheerleaders

<b>Level XI (80% of Level X)</b>
Head JV Football Cheerleaders
Head Unified Sports

2019-2020		
Coaches Salary Schedule		
Level	Years 1-5	Years 6+
I (Varsity)	6,829	7,004
I (Sub-Varsity)	6,667	6,838
II (Varsity)	5,463	5,603
II (Sub-Varsity)	5,334	5,470
III (Varsity)	4,780	4,903
III (Sub-Varsity)	4,667	4,787
IV (Varsity)	4,370	4,482
IV (Sub-Varsity)	4,267	4,376
V (Varsity)	4,097	4,202
V (Sub-Varsity)	4,001	4,103
VI (Varsity)	3,756	3,852
VI (Sub-Varsity)	3,667	3,761
VII (Varsity)	3,551	3,642
VII (Sub-Varsity)	3,467	3,556
VIII (Varsity)	3,496	3,586
VIII (Sub-Varsity)	3,414	3,501
IX (Varsity)	3,824	3,922
IX (Sub-Varsity)	3,734	3,830
X (Varsity)	2,049	2,101
X (Sub-Varsity)	2,000	2,051
XI (Sub-Varsity)	1,600	1,641

2020-2021		
Coaches Salary Schedule		
Level	Years 1-5	Years 6+
I (Varsity)	7,205	7,389
I (Sub-Varsity)	6,867	7,043
II (Varsity)	5,764	5,911
II (Sub-Varsity)	5,494	5,635
III (Varsity)	5,043	5,172
III (Sub-Varsity)	4,807	4,930
IV (Varsity)	4,611	4,729
IV (Sub-Varsity)	4,395	4,508
V (Varsity)	4,323	4,433
V (Sub-Varsity)	4,121	4,226
VI (Varsity)	3,963	4,064
VI (Sub-Varsity)	3,777	3,874
VII (Varsity)	3,747	3,842
VII (Sub-Varsity)	3,571	3,663
VIII (Varsity)	3,689	3,783
VIII (Sub-Varsity)	3,516	3,606
IX (Varsity)	4,034	4,138
IX (Sub-Varsity)	3,846	3,944
X (Varsity)	2,161	2,217
X (Sub-Varsity)	2,060	2,113
XI (Sub-Varsity)	1,648	1,690

2021-2022		
Coaches Salary Schedule		
Level	Years 1-5	Years 6+
I (Varsity)	7,493	7,685
I (Sub-Varsity)	7,004	7,184
II (Varsity)	5,994	6,148
II (Sub-Varsity)	5,603	5,747
III (Varsity)	5,245	5,379
III (Sub-Varsity)	4,903	5,029
IV (Varsity)	4,795	4,918
IV (Sub-Varsity)	4,482	4,598
V (Varsity)	4,496	4,611
V (Sub-Varsity)	4,202	4,310
VI (Varsity)	4,121	4,227
VI (Sub-Varsity)	3,852	3,951
VII (Varsity)	3,896	3,996
VII (Sub-Varsity)	3,642	3,736
VIII (Varsity)	3,836	3,934
VIII (Sub-Varsity)	3,586	3,678
IX (Varsity)	4,196	4,303
IX (Sub-Varsity)	3,922	4,023
X (Varsity)	2,248	2,305
X (Sub-Varsity)	2,101	2,155
XI (Sub-Varsity)	1,681	1,724

2022-2023		
Coaches Salary Schedule		
Level	Years 1-5	Years 6+
I (Varsity)	7,792	7,992
I (Sub-Varsity)	7,144	7,328
II (Varsity)	6,234	6,394
II (Sub-Varsity)	5,716	5,862
III (Varsity)	5,455	5,595
III (Sub-Varsity)	5,001	5,129
IV (Varsity)	4,987	5,115
IV (Sub-Varsity)	4,573	4,690
V (Varsity)	4,676	4,796
V (Sub-Varsity)	4,287	4,397
VI (Varsity)	4,286	4,396
VI (Sub-Varsity)	3,929	4,030
VII (Varsity)	4,052	4,156
VII (Sub-Varsity)	3,715	3,810
VIII (Varsity)	3,990	4,092
VIII (Sub-Varsity)	3,658	3,752
IX (Varsity)	4,364	4,476
IX (Sub-Varsity)	4,001	4,103
X (Varsity)	2,338	2,398
X (Sub-Varsity)	2,143	2,198
XI (Sub-Varsity)	1,714	1,758

## **Section 2. Extra-Curricular Activities**

Extra-Curricular Clubs and Activities (ECC/A) are an important part of a well-rounded educational program. It is understood that some clubs and activities are essential to students while other enhance the education of our students. An ECC/A review committee chaired by the Superintendent or designee consisting of a total of seven (7) members (3 selected by APTA and 3 selected by the Superintendent and Superintendent or designee as chair) will be established annually. In the first year of any newly created club or activity, it shall be without a stipend to the advisor so as to assess the viability of the club or activity, and any other process or language updates. The limit on payment of a stipend to the first year of a club or activity only applies to the first year of the club or activity, not to the first year of the advisor.

It is the ECC/A review committee's purpose to review clubs and activities on an annual basis to determine the viability of each club/activity and recommend continuance/discontinuance based upon the rubric provided herein. Its purpose is to also review new clubs and/or activities as outline herein. The ECC/A review committee will submit records to the Superintendent and the Board of Education for consideration of approval. In the event of district budget reduction in the area of ECC/A, it will be the committee's responsibility to recommend use of the available funds.

The rubric to be used will include the following:

- Proposed club/activity
- Purpose and benefit to student body and greater community
- Proposed charter of club including officers and need for extra classroom account
- Number of meeting dates
- How will the club/activity be supported financially?
- Plan for events on site/offsite
- Do you expect to use chaperones? If yes, how many?

To introduce a new club/activity, the following steps must be taken:

- Teacher/staff member submits concept to principal.
- Principal reviews, and provides a positive, neutral, or negative recommendation and submits all information to the ECC/A review committee.
- The Committee Chair will schedule committee meetings to review applications as needed once per month from September to April. The committee is responsible to determine whether to make recommendation Superintendent and the Board of Education to begin the cub/activity. This recommendation will include level to place ECC/A which includes amount to be paid to the Advisor.
- Annual club/activity reports are to be submitted to the ECC/A review committee chair by May 1<sup>st</sup> each year. If the advisor fails to submit by May 1<sup>st</sup> this may place the ECC/A and or advisor continuance in jeopardy. The ECC/A review committee will meet as needed to review all reports by June 15<sup>th</sup>. The ECC/A review committee will make its determination for continuance/discontinuance. Initial applications may also be reviewed during this time period.

Extracurricular activity stipends will be paid at the rates established in Article 21, Section 1.

Extracurricular activities have been established at the following five (5) levels for purposes of compensation.

**Level 1**

Grade 11 Advisor (includes Prom)  
Grade 12 Advisor (includes DD)  
HS Newspaper  
HS Student Government  
Mr. AP

**Level 2**

Grade 9 Advisor  
Grade 10 Advisor  
MS Yearbook  
Varsity Club  
MS Student Government  
HS Literary Magazine  
Robotics Club  
Entrepreneur's Club  
Social Media Club  
MS Grade Level Advisor

**Level 3**

AMS Bookstore  
Key Club  
WAPH  
NBS  
World of Difference  
Gay/Straight Alliance  
Builders Club  
K-Kids Club  
Mock Trial Club  
STEM Fair  
History Club  
AMS Newspaper  
Drama Club

**Level 4**

Art Club  
Japanese Club  
SADD  
Horticulture Club  
Service Club  
Elementary Yearbook (one per elementary school)  
Elementary Student Council  
Science Club  
Algonquin Stage Band  
Algonquin Wind Ensemble  
Algonquin Select Chorus  
Odyssey of the Mind District Liaison  
Odyssey of the Mind Coach  
Olympics of Visual Arts Coach  
Mastermind Coach  
Select Chorus/Band/Orchestra  
Jazz Band  
Math Counts

**Level 5**

All-County Band  
All-County Chorus  
All-State Music  
NYSSMA  
Parades

## ADVISOR'S SALARY SCHEDULE

2019-2020	
High School Yearbook	\$5,026
<b>Drama Productions</b>	
Director	\$3,060
Assistant Director	\$764
Set Design	\$546
<b>Levels</b>	
Level 1	\$1,749
Level 2	\$1,148
Level 3	\$984
Level 4	\$656
Level 5	\$274

2020-2021	
High School Yearbook	\$5,227
<b>Drama Productions</b>	
Director	\$3,182
Assistant Director	\$795
Set Design	\$568
<b>Levels</b>	
Level 1	\$1,819
Level 2	\$1,194
Level 3	\$1,023
Level 4	\$682
Level 5	\$285

2021-2022	
High School Yearbook	\$5,384
<b>Drama Productions</b>	
Director	\$3,277
Assistant Director	\$819
Set Design	\$585
<b>Levels</b>	
Level 1	\$1,874
Level 2	\$1,230
Level 3	\$1,054
Level 4	\$702
Level 5	\$294

2022-2023	
High School Yearbook	\$5,546
<b>Drama Productions</b>	
Director	\$3,375
Assistant Director	\$844
Set Design	\$603
<b>Levels</b>	
Level 1	\$1,930
Level 2	\$1,267
Level 3	\$1,086
Level 4	\$723
Level 5	\$303

### **Section 3. Chaperone Compensation**

- A. Compensation for services of members in a capacity of chaperones will be as follows:

Chaperones Home = \$63

Chaperones Away = \$78

Head Chaperone = \$86

- B. A chaperone is anyone asked by, or approved in advance by, an administrator to supervise students and/or others at any event approved by the District. Events eligible for chaperone compensation do not include field trips, extensions of classroom activities or part of advisory duties. No activity being reimbursed under other sections of a contract will be subject to reimbursement under Article 21.
- C. A Head chaperone may be designated by an administrator for events and is responsible for decisions made regarding chaperoning duties and related activities.

### **Section 4. Intramural Compensation**

The District will compensate those directing district approved intramural programs and those supervising district approved after-school athletic study halls at the hourly rate of \$23.

### **Section 5. Assigned Supervision**

After school assigned supervisors shall be compensated at the applicable professional hourly rate.

### **Section 6. Additional Assignments**

Additional extra-curricular assignments not currently referenced may be added during the year by mutual agreement between the Association and the Superintendent.

## **ARTICLE 22**

### **PROFESSIONAL COMPENSATIONS**

#### **Section 1. Salaries**

- A.
  - 1. All teachers will be paid in accordance with the salary schedules as set forth in Appendix A, steps 1-23.
  - 2. Teaching assistants will be paid in accordance with the salary schedules in Appendix B.
  - 3. Health professionals will be paid in accordance with the salary schedules in Appendix C.
- B. An employee who commences work on or before February 1<sup>st</sup> will be entitled to an increment at the commencement of the next succeeding school year. An employee who commences work after February 1<sup>st</sup> will not be entitled to an increment until the commencement of the second succeeding school year.
- C. Salaries will be paid every two (2) weeks.
- D. By September 1<sup>st</sup> of each year, members must elect either a ten (10) month pay schedule or a twelve (12) month pay schedule. Teachers on a twelve (12) month pay schedule will receive all pay due on or before June 30<sup>th</sup>.
- E. The professional hourly rate for each member group shall be as follows:
  - 1. Teachers \$40
  - 2. Teaching Assistants \$30
  - 3. Health Professionals \$35
- F. The Staff Development Trainer hourly rate for bargaining unit members shall be:
  - 1. Technology Trainer \$50
  - 2. One trainer \$50
  - 3. Two trainers working concurrently \$50
  - 4. Three trainers working concurrently \$50
- G. The BOE will annually establish the rates for preschool summer evaluations, psycho-educational special education and speech/language evaluations based upon the County reimbursement rates.

#### **Section 2. Salary Supplements**

- A. Guidance personnel and Library Media Specialists shall receive 1/200<sup>th</sup> of the base salary for each day worked in addition to the days required by the school calendar. All extra days must be at the request of the building principal and with prior approval of the Superintendent.



- B. Teacher Leaders will receive a stipend of \$5,500 per year.
- C. Members who work the district summer program will be compensated at their hourly rate based on the rates set forth in Section 1.F.
- D. The Chairperson for the Committee on Special Education will receive additional compensation: \$4,954
- E. The Mentor Program Coordinator will receive compensation as follows:  
\$6,343
- F. The Career Day Coordinators will receive compensation as follows: \$950
- G. The High School Graduation Video Coordinator will receive compensation as follows: \$950
- H. The Director of Nursing appointed by the District will receive a stipend of \$5,500 per year.
- I. If a part-time member is requested by administration to attend meetings outside of their normal workday, they will be compensated at the applicable hourly rate.
- J. If a teacher is required, as outlined in Special Education regulations, to attend Committee on Special Education meetings during the months of July and August, and the amount of time of required attendance is documented by the Director of Special Education, the teacher will be compensated at the professional hourly rate for the time served. The teachers will be paid a minimum of one-hour salary and on a half hour basis for each half hour or part of a half hour beyond the first hour. The salary paid will be only for the amount of time served at the meeting. This remuneration does not apply to travel time for such meetings.
- K. The District may require a Teaching Assistant to cover a class assignment for an absent teacher for one or more periods of a day. The District will endeavor to not have this occur on a regular basis with any particular Teaching Assistant. When this occurs, the Teaching Assistant will be paid an additional stipend of Twenty Dollars (\$20) per hour for the hours the Teaching Assistant is substituting for the absent teacher. Such compensation is in addition to the regular salary paid to Teaching Assistants. Request for payment shall be submitted by the Teaching Assistants on whatever form or process is designated by the District.
- L. Mentors – Participating mentors shall be paid as follows:  
\$950 for a group mentor (“group” defined by Mentor Program Plan)  
\$1,150 for one to one.

## **ARTICLE 23**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1. Agreement Commitment**

The parties agree that, as the need arises to discuss matters of mutual concern, a committee comprised of the Superintendent or his designee and three (3) members selected by the Association shall be convened as soon as possible, at the request of either party, and at a time and date mutually agreed upon. It is understood that either the District or the Association may invite consultants as needed; discussions shall not be for the purpose of contract negotiations or modifications.

#### **Section 2. Individual Agreements**

Any individual arrangement, agreement or contract between the Board and an individual teacher, henceforth executed, shall be subject to the consistent with the terms and conditions of this Agreement.

#### **Section 3. Contract Provisions With Regard to the Law**

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

#### **Section 4. Board Meeting Agenda and Minutes**

The Association President will be provided with a copy of the official advance agenda of the Board meeting at the same time as they are made available to the Board of Education. A copy of the official Board meeting minutes will also be made available to the Association President as soon as possible after said meeting.

#### **Section 5. Personnel Policies**

An up-to-date copy of the School Board Policy Manual will be kept online. When changes in policy are made, the President of the Averill Park Teachers' Association will be notified.

#### **Section 6. Printing Responsibility**

Copies of this Agreement shall be printed at the joint expense of the school district and the Association. The Association will be responsible for distributing copies of the newly ratified contract to each current member of the Association. The District will be responsible for distributing copies of the new contract to newly hired employees of the District.

## **Section 7. Mileage Reimbursement**

All teachers will be paid for authorized travel in their own vehicle while on school business at the IRS mileage rate.

## **Section 8. Seniority List**

A seniority list will be published by January 16 of each school year and forwarded to the Association.

## **Section 9. Association President Time**

The Association president may utilize time under Article 14, Section 1.B to conduct Association business.

## **Section 10. Retirement Incentive**

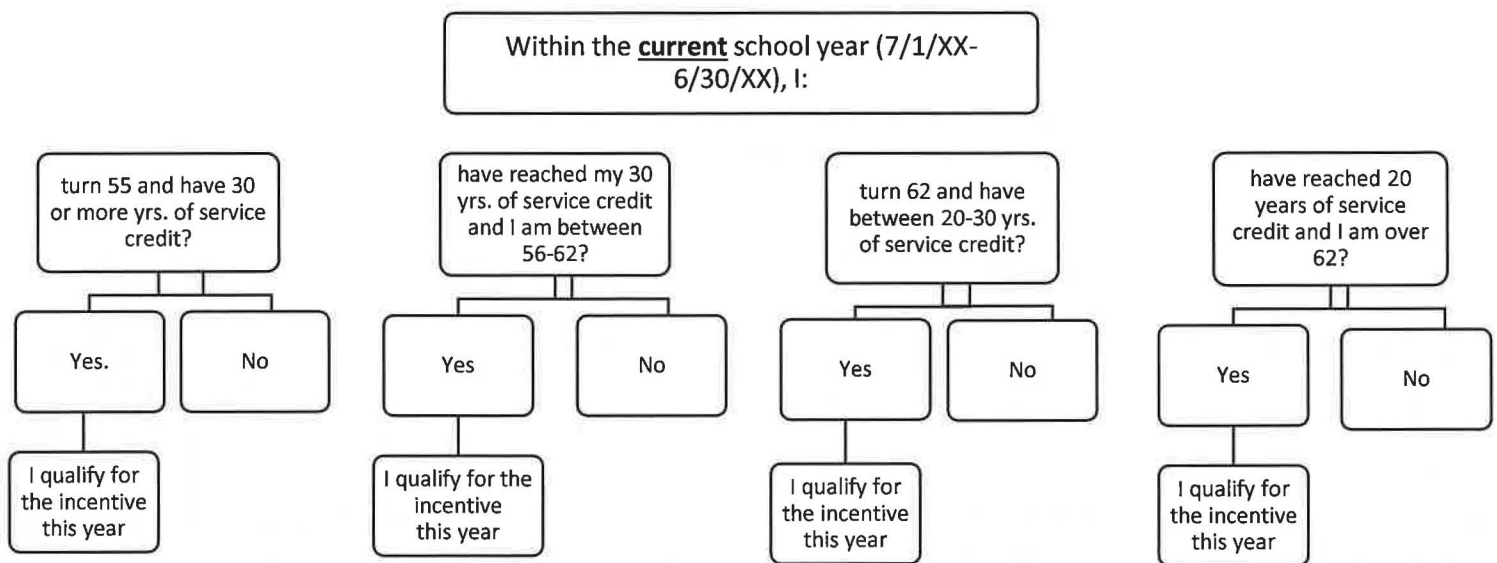
A. Members who have completed at least fifteen (15) years of service in the Averill Park Central School District and are in their first year of eligibility to retire without benefit reduction under the terms of the NYS Teachers' Retirement System (TRS) or the NYS & Local Retirement System (LRS) as defined in paragraphs (B) and (C) of this section will receive a benefit equal to:

- a. Teacher Members: 65% of the difference between the member's final year base salary, plus paid credit hours, and Step 2 of the Masters Schedule.
- b. Teaching Assistant and Health Professional Members: 65% of the difference between the member's final year salary and Step 2 of the member's salary schedule for the year the teacher retires.
- c. In order to receive this benefit, the Member must notify the District no later than February 1<sup>st</sup> in writing of the year in which they wish to retire and claim this benefit.

B. Tiers 3 and 4 - For members who are in Tiers 3 and 4 of TRS or LRS,

- a. It is the year in which they turn 55 years of age and have 30 or more years of service, or if they do not meet this criteria;
- b. The year in which they reach 30 years of service and are between the ages of 56 and 62, or if they do not meet this criteria;
- c. The year in which they turn 62 years of age and have at least 20 but less than 30 years of service, or if they do not meet this criteria;
- d. The year in which they reach 20 years of service and they are older than 62 years of age.

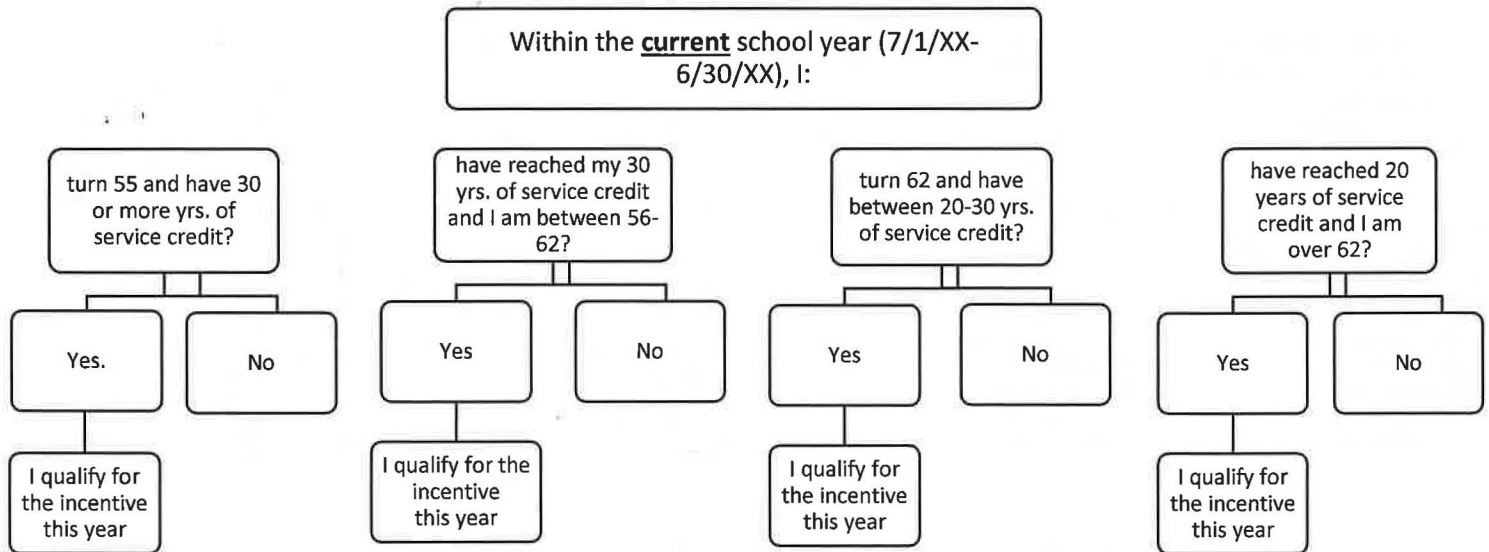
**IS THIS THE YEAR I QUALIFY FOR THE ARTICLE 23 RETIREMENT INCENTIVE?  
TRS & ERS - TIER 3 & 4**



C. Tiers 5 - For members who are in Tiers 5 of TRS,

- a. It is the year in which they turn 57 years of age and have 30 or more years of service, or if they do not meet this criteria;
- b. The year in which they reach 30 years of service and are between the ages of 58 and 62, or if they do not meet this criteria;
- c. The year in which they turn 62 years of age and have at least 20 but less than 30 years of service, or if they do not meet this criteria;
- d. The year in which they reach 20 years of service and they are older than 62 years of age.

**IS THIS THE YEAR I QUALIFY FOR THE ARTICLE 23 RETIREMENT  
INCENTIVE?  
TRS - TIER 5**



D. The District will pay this benefit as a non-elective employer contribution to the member's tax-sheltered annuity (403b) account.

E. If the State of New York proposes a retirement incentive plan and the Board of Education elects to participate in this plan, the teacher must choose either the State plan or district plan.

### **Section 11. Job Share**

The District and APTA seek to ensure that a job share arrangement remains in the best interest of the students of the district. A job share may occur provided that there is no additional cost to the district. The district has complete discretion in making the determination whether a job share should occur or continue, and this is not reviewable in any forum.

Only one teacher involved in the job share will receive health insurance and one teacher shall not receive health insurance.

If a teacher choosing to job share is a full-time tenured teacher he or she will retain tenure status. A job share means less than full time for each teacher thus neither teacher will gain seniority while engaged in the job share. The teacher will continue on the salary schedule.

The assignment and workload will be determined in conjunction with the building principal. The teachers engaging in a job share will determine the job share arrangement in conjunction with the principal who must approve the arrangement.

Teachers engaged in a job share will not engage in outside employment except on an incidental basis.

Sick and personal leave will accrue on a pro-rata basis. Holiday pay will be on a pro-rata basis. No adjustment will be made for snow days. It is understood that one of the teachers may work more than the other depending on how snow days and holidays occur. The two teachers involved in a job share will, to the extent possible, substitute for each other and will receive substitute pay to do so.

This job share arrangement is not subject to the grievance or arbitration procedure of the agreement.

## **Section 12. Calendar Committee**

The Superintendent of Schools will establish a calendar committee each year to provide him and the Board of Education with a recommendation for a school calendar for the following year. The Association shall have representatives on the committee designated by the President of the Association from each grade level (elementary, middle school, and high school). The Superintendent has the final determination as to the calendar to recommend for adoption to the Board of Education.

## **Section 13. Distance Learning Courses**

So long as the District offers any Distance Learning Courses, it shall abide by the memorandum of agreement dated April 13, 2017, as may be amended by the parties, which is attached to this Agreement.

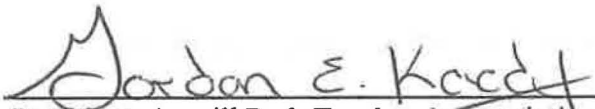
## **Section 14. Direct Deposit**

Effective July 1, 2019, or as soon thereafter as can be implemented, all members shall use direct deposit with a bank or credit union of their choice. The District may also institute paperless pay stubs which shall be electronically transmitted to employees.

## ARTICLE 24 DURATION OF AGREEMENT

This contract shall be effective September 1, 2019 through August 31, 2023.

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.

  
\_\_\_\_\_  
President, Averill Park Teachers' Association

Date 9-1-19

  
\_\_\_\_\_  
Superintendent, Averill Park Central School District

Date 9/1/19



# APPENDIX A

## AVERILL PARK TEACHERS' 2019-2020 SALARY SCHEDULE

2019-2020 Salary Schedule				
Step	BA	MA	MA-30	MA-60
1	43,039	45,663	48,212	50,292
2	44,142	46,766	49,315	51,394
3	45,243	47,868	50,420	52,497
4	46,348	48,971	51,521	53,600
5	47,450	50,075	52,626	54,702
6	48,972	51,669	54,288	56,404
7	50,507	53,275	55,966	58,116
8	52,857	55,741	58,547	60,768
9	54,406	57,362	60,241	62,497
10	55,951	58,979	61,932	64,224
11	57,357	60,450	63,471	65,791
12	60,444	63,681	66,843	69,238
13	61,988	65,296	68,531	70,962
14	64,235	67,654	70,993	73,490
15	67,474	71,047	74,539	77,112
16	69,038	72,696	76,250	78,858
17	71,470	75,231	78,917	81,594
18	73,316	77,153	80,974	83,674
19	74,897	78,807	82,733	85,467
20	76,480	80,462	84,487	87,258
21	80,075	84,229	88,480	91,341
22	81,777	86,016	90,045	93,754
23	89,925	94,505	98,865	102,875

# APPENDIX A

## AVERILL PARK TEACHERS' 2020-2021 SALARY SCHEDULE

2020-2021 Salary Schedule				
Step	BA	MA	MA-30	MA-60
1	43,685	46,348	48,935	51,046
2	44,804	47,467	50,055	52,165
3	45,922	48,586	51,176	53,284
4	47,043	49,706	52,294	54,404
5	48,162	50,826	53,415	55,523
6	49,707	52,444	55,102	57,250
7	51,265	54,074	56,805	58,988
8	53,650	56,577	59,425	61,680
9	55,222	58,222	61,145	63,434
10	56,790	59,864	62,861	65,187
11	58,217	61,357	64,423	66,778
12	61,351	64,636	67,846	70,277
13	62,918	66,275	69,559	72,026
14	65,199	68,669	72,058	74,592
15	68,486	72,113	75,657	78,269
16	70,074	73,786	77,394	80,041
17	72,542	76,359	80,101	82,818
18	74,416	78,310	82,189	84,929
19	76,020	79,989	83,974	86,749
20	77,627	81,669	85,754	88,567
21	81,276	85,492	89,807	92,711
22	83,004	87,306	91,396	95,160
23	91,274	95,923	100,348	104,418

# APPENDIX A

## AVERILL PARK TEACHERS' 2021-2022 SALARY SCHEDULE

2021-2022 Salary Schedule				
Step	BA	MA	MA-30	MA-60
1	44,340	47,043	49,669	51,812
2	45,476	48,179	50,806	52,947
3	46,611	49,315	51,944	54,083
4	47,749	50,452	53,078	55,220
5	48,884	51,588	54,216	56,356
6	50,453	53,231	55,929	58,109
7	52,034	54,885	57,657	59,873
8	54,455	57,426	60,316	62,605
9	56,050	59,095	62,062	64,386
10	57,642	60,762	63,804	66,165
11	59,090	62,277	65,389	67,780
12	62,271	65,606	68,864	71,331
13	63,862	67,269	70,602	73,106
14	66,177	69,699	73,139	75,711
15	69,513	73,195	76,792	79,443
16	71,125	74,893	78,555	81,242
17	73,630	77,504	81,303	84,060
18	75,532	79,485	83,422	86,203
19	77,160	81,189	85,234	88,050
20	78,791	82,894	87,040	89,896
21	82,495	86,774	91,154	94,102
22	84,249	88,616	92,767	96,587
23	92,643	97,362	101,853	105,984

# **APPENDIX A** **AVERILL PARK TEACHERS' 2022-2023 SALARY SCHEDULE**

<b>2022-2023 Salary Schedule</b>				
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA-30</b>	<b>MA-60</b>
1	45,005	47,749	50,414	52,589
2	46,158	48,902	51,568	53,741
3	47,310	50,055	52,723	54,894
4	48,465	51,209	53,874	56,048
5	49,617	52,362	55,029	57,201
6	51,210	54,029	56,768	58,981
7	52,815	55,708	58,522	60,771
8	55,272	58,287	61,221	63,544
9	56,891	59,981	62,993	65,352
10	58,507	61,673	64,761	67,157
11	59,976	63,211	66,370	68,797
12	63,205	66,590	69,897	72,401
13	64,820	68,278	71,661	74,203
14	67,170	70,744	74,236	76,847
15	70,556	74,293	77,944	80,635
16	72,192	76,016	79,733	82,461
17	74,734	78,667	82,523	85,321
18	76,665	80,677	84,673	87,496
19	78,317	82,407	86,513	89,371
20	79,973	84,137	88,346	91,244
21	83,732	88,076	92,521	95,514
22	85,513	89,945	94,159	98,036
23	94,033	98,822	103,381	107,574

**APPENDIX B**  
**AVERILL PARK TEACHING ASSISTANTS'**  
**SALARY SCHEDULE**

2019-2020		2020-2021		2021-2022		2022-2023	
Teaching Assistants							
1	19,200	1	19,776	1	20,369	1	20,980
2	19,592	2	20,180	2	20,785	2	21,409
3	20,026	3	20,627	3	21,246	3	21,883
4	20,482	4	21,096	4	21,729	4	22,381
5	21,030	5	21,661	5	22,311	5	22,980
6	21,958	6	22,617	6	23,296	6	23,995
7	22,885	7	23,572	7	24,279	7	25,007
8	23,946	8	24,664	8	25,404	8	26,166
9	25,007	9	25,757	9	26,530	9	27,326
10	26,200	10	26,986	10	27,796	10	28,630
11	27,459	11	28,283	11	29,131	11	30,005
12	28,783	12	29,646	12	30,535	12	31,451
13	30,175	13	31,080	13	32,012	13	32,972
14	31,633	14	32,852	14	33,559	14	34,566
15	33,157	15	34,152	15	35,177	15	36,232
16	34,746	16	35,788	16	36,862	16	37,968
17	36,403	17	37,495	17	38,620	17	39,779
18	38,191	18	39,337	18	40,517	18	41,733
19	40,047	19	41,248	19	42,485	19	43,760
20	41,969	20	43,228	20	44,525	20	45,861
21	43,989	21	45,309	21	46,668	21	48,068
22	46,118	22	47,502	22	48,927	22	50,395
23	48,372	23	49,823	23	51,318	23	52,858

**APPENDIX C**  
**AVERILL PARK HEALTH PROFESSIONALS'**  
**SALARY SCHEDULE**

2019-2020		2020-2021		2021-2022		2022-2023	
Health Professionals							
1	30,686	1	31,607	1	32,555	1	33,532
2	31,083	2	32,015	2	32,975	2	33,964
3	31,527	3	32,473	3	33,447	3	34,450
4	31,977	4	32,936	4	33,924	4	34,942
5	32,545	5	33,521	5	34,527	5	35,563
6	34,136	6	35,160	6	36,215	6	37,301
7	35,727	7	36,799	7	37,903	7	39,040
8	37,316	8	38,435	8	39,588	8	40,776
9	38,906	9	40,073	9	41,275	9	42,513
10	40,498	10	41,713	10	42,964	10	44,253
11	42,088	11	43,351	11	44,652	11	45,992
12	43,941	12	45,259	12	46,617	12	48,016
13	45,906	13	47,283	13	48,701	13	50,162
14	47,870	14	49,306	14	50,785	14	52,309
15	49,835	15	51,330	15	52,870	15	54,456
16	51,799	16	53,353	16	54,954	16	56,603
17	53,763	17	55,376	17	57,037	17	58,748
18	55,726	18	57,398	18	59,120	18	60,894
19	57,690	19	59,421	19	61,204	19	63,040
20	59,655	20	61,445	20	63,288	20	65,187
21	61,618	21	63,467	21	65,371	21	67,332
22	63,582	22	65,489	22	67,454	22	69,478
23	65,545	23	67,511	23	69,536	23	71,622

## **APPENDIX D**

### **SENIORITY AND “BUMPING RIGHTS”**

The District and the Averill Park Teachers' Association recognize the basic concept of seniority as it applies to bumping rights. New York State legislation defines the basic tenure areas as K-6, 7-12, and Special Subjects K-12. The Commissioner of Education allows districts to conduct experimental programs such as the one presently in effect in the Algonquin Middle School. This program must receive re-approval by the Commissioner every five (5) years. Teachers can be assigned to the middle school allowing for exceptions to the basic K-6, 7-12 divisions. This allows teachers with certification 7-12 to be assigned at the 6<sup>th</sup> grade level and teachers with K-6 certification to be assigned at the 7<sup>th</sup> and 8<sup>th</sup> grade levels. These teachers accrue seniority rights both within the 6-8 division and their original certification division of K-6 or 7-12.

Therefore, it will be our practice to apply bumping rights as follows:

1.     Elementary Teachers:  
      Academic teachers accrue seniority rights K-6 on a district wide basis. Special area teachers accrue seniority rights district wide on a K-12 basis in their tenure areas.
2.     Algonquin Middle School:  
      Those academic teachers appointed after August 1, 1975 have seniority rights within their assigned certified subject areas in grades 7-12. Academic teachers appointed prior to August 1, 1975 have seniority rights commensurate with their certification area, either K-6 or 7-12. Algonquin teachers, due to the Commissioner's exemption for the middle school experimental program, can hold either K-6 or 7-12 certification. Their “bumping rights” extend to the certification area which they used to apply for their position when assigned to the middle school
3.     High School Teachers:  
      High School academic teachers accrue seniority rights 7-12 within their assigned certified subject area, with the exception for the middle school experimental program teachers with 7-12 certification, who may teach 6<sup>th</sup> grade.



## APPENDIX E

### REQUEST FOR SABBATICAL LEAVE

Complete two copies and submit to your building principal.

Date of Application \_\_\_\_\_

Principal's review date \_\_\_\_\_

Date received by Superintendent \_\_\_\_\_

Recommendation of Education Development Committee \_\_\_\_\_

Notification Date \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Building presently teaching in \_\_\_\_\_

Grades and/or subject taught \_\_\_\_\_

Number of years as a full-time teacher \_\_\_\_\_

Number of consecutive years taught most recently \_\_\_\_\_

List your highest degree held and graduate credits beyond the degree and/or in-service credits earned above highest degree or certification: \_\_\_\_\_

Are you permanently certified to teach in New York State? Yes No

What year are you eligible to retire according to present state retirement regulations? \_\_\_\_\_

Do you have a tentative retirement date set? Yes No

If yes, what year? \_\_\_\_\_

### REQUEST FOR SABBATICAL LEAVE

Name of Applicant \_\_\_\_\_

Answer the following questions as precisely as possible. Use additional paper if necessary

Term of leave you desire.

From \_\_\_\_\_ to \_\_\_\_\_  
(month) (year) (month) (year)

- A. Reason for wanting the sabbatical leave.
- B. What do you intend to do during your leave?
- C. What do you expect to gain from this leave?
- D. How will this leave benefit your class and/or the school district?

#### REQUEST FOR SABBATICAL LEAVE

Name of Applicant \_\_\_\_\_

(This form to be completed by your building principal.)

- A. Competence in his or her field.
- B. Particular promise of future usefulness to the school and district.
- C. Sincere interest and desire to continue a career in the school district.
- D. Intellectual maturity.
- E. Character.
- F. What, if any, difficulty expected in replacing the staff member for the term of leave applied for?

\_\_\_\_\_  
Principal's Signature

## **APPENDIX F**

### **CONSTITUTION**

#### **APTA By-Laws and Constitution As of July 2016**

##### **Article I: Name**

Section 1: The name of this organization shall be the Averill Park Teacher's Association.

##### **Article II: Purpose**

Section 1: The purpose of this Association shall be to:

- Promote the interests of public education.
- Promote better understanding of educational problems.
- Promote professional advancement.
- Promote with the School District workable terms and conditions of employment.
- Promote mutual assistance and cooperation with other organizations.

##### **Article III: Membership**

Section 1: All those regularly engaged in teaching in the schools of this District, teaching assistants and other members as identified in Article I, recognition of the collective bargaining agreement, are eligible for membership upon payment of annual dues. Members employed on a part-time basis will pay part of the local, state, and national dues. Special dues-free membership (without voting rights) in the organization shall be open to retired members.

Section 2: The Executive Committee shall recommend the amount of local dues for the ensuing year upon consideration of the Association's needs. This is subject to the approval of the membership at the final executive meeting.

Section 3: APTA dues may be payable in the manner prescribed in the Teacher's Agreement or, for those who do not elect to have dues payable by payroll deduction, one-half of the total dues are payable during the month of October of the current school year, with the other half of the dues payable during the month of January.

Section 4: Any person making agency fee payments to the Association in lieu of dues under agency fee provisions in the Association's Bargaining Agreement shall have the right to object to the expenditures of his/her portion of any part of such agency fee deduction which represents the employee's pro-rated share, if any, of expenditures by the Association in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment.

Such objections shall be made, if at all, by the objector individually notifying the union president of his/her objection by registered or certified mail, during the period between September 1 and September 15 of each year.

The approximate proportion of service fee spent by the Association for such purposes shall be determined annually at the end of the Association's fiscal year. Rebate of a pro-rated portion of his/her service fee corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection, as provided above.

### **Appeals**

If an objector is dissatisfied with the proportional allocation that has been determined on the ground that it assuredly does not accurately reflect the expenditures of the Association in the defined area, an appeal may be taken by such person to a committee of the Association composed of the President, Vice President and Treasurer within thirty (30) days following receipt of such rebate or receipt of notice of such allocation. This committee shall render a decision on such appeal thirty (30) days following its receipt. If the objector remains dissatisfied, he/she may file an appeal there from to the Executive Committee by lodging the appeal with the President of the Association within thirty (30) days following receipt of this committee's decision, which appeal shall be heard at the next regular meeting of the Executive Committee.

The Executive Committee shall render a decision within thirty (30) days after hearing the appeal.

### **Article IV: Officers**

Section 1: The officers of the Association shall be: President, Vice-President, Secretary, Treasurer and NYSUT and AFT Delegates.

Section 2: The officers shall be elected following the May general meeting and shall assume office July 1 of that year.

Section 3: All officers are elected for a two-year term. Elections for the President, Secretary, and NYSUT delegates shall be held in even-numbered years. Elections for Vice-President, Treasurer, and AFT delegates shall be held in odd-numbered years.

Section 4: If the office of the President becomes vacant, the Vice-President shall assume the office of the President, until the annual election.

Section 5: Vacancies for all offices except that of President shall be filled by:

- a. The Executive Committee, acting as a nominating committee, shall solicit nominations from the membership to fill said office(s).
- b. Upon receiving nominations, the Executive Committee shall by secret ballot select a member to fill the unexpired terms.

Section 6: Vacancies in all other elected offices shall be filled in the manner prescribed in Section 5.

Section 7: Nominations for all offices may be made from the floor at the May meeting, as outlined in Article VIII, Section 6.

Section 8: Elections shall be by secret ballot cast in each building, following the May general meeting but before June 15, in accordance with the provisions of the Landrum-Griffin Act. If all positions are unopposed, the secretary will cast one ballot to elect the slate of officers at the June executive meeting.

## **Article V: Duties of Officers**

### Section 1: President

1. There can only be one President at any given time.
2. Shall call for, preside at, prepare and distribute agendas prior to all meetings of the Association.
3. Shall call for and preside at all Executive Committee meetings.
4. Shall alternate the duty of attending Board of Education meetings with the Vice-President or other assigned designees.
5. Shall attend or delegate representation at all NYSUT meetings on the state, county, regional and local level, and any and all meetings related to the professional well-being of the teachers in this Association.
6. Shall name all committees necessary and chairpersons thereof including negotiations and grievance chairpersons, with final approval of the Executive Committee. Each committee shall submit a written summary of their actions except where otherwise stated in this document.
7. Shall be custodian of the records of the Association.
8. Shall be the professional leader of the teachers of this Association to foster and secure the well-being of the membership with the following objectives:
  - a. Promote good fellowship among teachers.
  - b. Keep teachers informed.
  - c. Promote professional growth of teachers.
  - d. Strive to improve teacher welfare.
  - e. Gain public understanding and support for the schools and strengthen relationships with the community.
  - f. Assist the state and national associations in gaining good legislation.
  - g. Establish good working relations with the Superintendent of Schools and members of the Board of Education.

### Section 2: Vice-President

1. Shall assume all the duties of the president in the absence or resignation of the president.
2. Shall assist the President in the performance of duties, as requested.
3. Shall assist and coordinate with the chairpersons of the negotiations and social committees.
4. Shall present an overview of APTA and NYSUT to new members during orientation each year.
5. Shall share the duty of attending Board of Education meetings with the President or shall coordinate representation at said meetings.
6. Shall attend all Executive Committee meetings.

7. Shall attend Suburban Council Meetings or shall coordinate representation at said meetings.
8. Shall coordinate with the treasurer on membership registration and maintaining accurate and up-to-date lists of membership.

#### Section 3: Secretary

1. Shall record and keep on file the minutes of all APTA meetings.
2. Shall distribute to all members a copy of the meeting's minutes of the Association and of the Executive Committee following each meeting.
3. Shall keep a record of the attendance of members attending Association and Executive Committee meetings.
4. Shall keep on file an accurate, up-to-date list of members, as supplied by the Vice President and Treasurer.
5. Shall keep on file a list of committee members, appointed by the President, and a record of their actions.
6. Shall attend all Executive Committee meetings as a voting member.

#### Section 4: Treasurer

1. Shall keep an itemized record of all receipts and expenditures for the Association.
2. Shall receive all funds and make all disbursements for the Association by check.
3. Shall disburse all funds by authorization of the Executive Committee and noted in the minutes thereof.
4. Shall disburse funds only when evidenced by an invoice or bill (voucher) or by order of the Executive Committee.
5. Shall prepare a statement of income and expenses annually and distribute to each member of the Association at the fall meeting.
6. Shall distribute the final approved budget of the Association to each member within 1 week of its approval.
7. Shall serve as a member of the Finance Committee.
8. Shall prepare the Federal Income Tax Form, if required.
9. Shall prepare the annual report for the Education Department and the Secretary.
10. Shall keep payroll records of members receiving honoraria.
11. Shall be available for inspection of the records by interested members of the Association.
12. Shall maintain and coordinate with the Vice President on membership registration and maintain accurate and up-to-date lists of membership.

#### Section 5: NYSUT Delegates (3)

1. Shall attend or have a designee attend all Election District #10 meetings.
2. Shall attend or have a designee attend the NYSUT Representative Assembly and submit a written report upon return.
3. Shall keep the officers, Executive Committee and membership informed of important actions of the AFT either by direct or written communication.

4. Shall keep membership informed of the state legislation which may affect the membership.
5. Shall submit to the Executive Committee budget requests for expenses connected in attending official meetings.

#### Section 6: AFT Delegates (2)

1. Shall attend the AFT National and submit a written summary.
2. Shall keep the officers, Executive Committee and membership informed of important actions of the AFT either by direct or written communication.
3. Shall keep the membership informed of national legislation that might affect the membership.
4. Shall attend the monthly AFL-CIO Labor Council meetings for the purpose of reporting to the membership pertinent issues should APTA be a member of this council.
5. Shall submit to the Executive Committee budget requests for expenses connected in attending official meetings.

#### Section 7: Building Representatives

1. Shall be elected by individual building members as their representative to the Executive Committee. Each representative shall be responsible for a minimum of fifteen (15) members and a maximum of thirty-five (35) members.
2. Shall be the person to be contacted in instances when building members have questions concerning contract interpretation and possible grievance.
3. Shall distribute all Association materials to the members in their building.
4. Shall solicit volunteers to serve on committees.
5. Shall be or select a member of the building to be a member of the Nominations Committee.
6. Shall keep the Executive Committee informed of any problems occurring in their building.
7. Shall assist the Treasurer during the membership registration.
8. Shall conduct all necessary building elections.
9. Shall attend all Executive Committee meetings as a voting member.
10. Shall conduct other duties as requested by the President or Executive Committee.

### **Article VI: Meetings**

Section 1: There shall be two (2) general meetings of the Association. The first shall be held in the fall and the second shall be held in the spring at the hour and place designated by the President.

Section 2: Special meetings may be called by the President as the need arises or by petition of one-third of the membership of the Association.

Section 3: Nominations for office may be made from the floor at the May meeting only. In the event there is no one offered to fill a particular office, the Executive Committee shall be empowered to select someone to fill said office, until the next Annual meeting.



Section 4: At the Spring Annual Meeting, the Nominating Committee presents its slate of nominees, and a budget for the coming year will be submitted and approved. Annual reports should be given by the President and any standing committee.

Section 5: A quorum for all meetings of the Association shall consist of a minimum of three voting members, of which one must be either the President or Vice-President.

## **Article VII: Executive Committee**

### Section 1: Voting Membership

1. Four current officers.
2. Elected building representatives and/or alternates based on membership population.
3. Teaching Assistant Representative.
4. Grievance Chairperson.

### Section 2: Non-Voting Membership

5. NYSUT, AFT, and Teacher's Retirement System Delegate.
6. Chairpersons or representatives of the current committees.
7. Retirees.

### Section 3: Meetings

The President shall call a meeting of the Executive Committee before each General meeting. He/she may also call meetings of the Executive Committee as the need arises.

### Section 4: Duties of the Executive Committee

1. Approve appointments of standing committee chairpersons, as appointed by the President
2. Fill all vacancies in any of the elective offices.
3. Assist the Treasurer to prepare an annual budget and recommend the dues for Association membership.
4. Shall approve any expense over \$100 not specifically allocated by a line item in the budget.
5. Shall act upon all grievances at Stage 4 level.

## **Article VIII: Committees and Chairpersons**

### Section 1: Negotiating Committee

1. The appointed Negotiations chair shall lead the committee and shall automatically become a member of the Negotiating Table Team.
2. Shall be made up of volunteer representatives from all buildings of the district.

3. The building representatives shall seek representation from each level (K-5, 6-8, 9-12), as well as a variety of curricular areas. This should not exceed 2 from each elementary building (total of 8), 4 from the middle school, and 4 from the high school.
4. Shall solicit items of interest for negotiations from their building members.
5. Shall be formed as early in the Fall as practical.
6. Shall have the negotiations proposals completed prior to the opening date of formal negotiations as stated in the contract.
7. The committee shall choose its negotiating table team from among its members, with final approval by the Executive Committee.
8. Shall research and recommend items for the negotiating table team concerning improvement in the areas of salary, leaves, insurance, general working conditions and other benefits.
9. The term of the Negotiations Committee shall expire upon the completion of negotiations and approval of a new contract by the membership at large.

#### Section 2: Negotiating Table Team

1. The Executive Committee shall approve those members recommended by the Negotiations Committee to serve on the team.
2. Shall consist of no more than a maximum of 6 members.
3. Shall recommend its chief negotiator to the Executive Committee for approval.
4. Shall formulate the wording for all proposed items to be included in the negotiations package.

#### Section 3: Chief Negotiator's Duties

1. Has a thorough understanding of the current contract.
2. Reviews contract and wording with NYSUT field representative.
3. Works on the Negotiations Committee, preparing new proposals and developing new packages.
4. Conducts negotiation team meetings prior to negotiation session with district representatives.
5. Has responsibility of making the final judgments on strategy to be used at negotiations sessions.
6. Guides negotiations team members to agreement on strategy and counter proposals.
7. Consults with NYSUT periodically on various matters.
8. Informs and consults with the Association President.
9. Sits as a nonvoting member of the Executive Committee, for purposes of providing information and advice.
10. Reports and informs membership at regular or special meetings called by the President.
11. Consults with negotiators of other area schools.
12. Attends NYSUT meetings that deal with negotiations.
13. Acts as spokesperson at all negotiation sessions.
14. Keeps informed of current happenings that affect negotiations by reading news items, PERB rulings provided by NYSUT, studying District's financial and budget reports.
15. Meets with District Business Manager and Superintendent to obtain financial information and interpretations where helpful.

16. Has the responsibility of making final judgment on priorities of contract proposals.
17. Prepares counter proposals to be discussed at negotiating sessions.
18. Makes final decisions on acceptance or rejection of Board's counter proposals.
19. Prepares himself for each negotiating session by studying and analyzing previous meetings and deciding on a course of action.
20. Keeps notes, tapes, and written records to aid in assessment of concluded negotiating sessions.
21. Assigns team or Association members to prepare statistical material and information.
22. Makes final decisions on all tentative agreements and on entire negotiated agreement. Recommends rejection or acceptance of the contract. Has the sole responsibility of presenting the tentative agreement to the membership.
23. Works with Superintendent on finalizing wording for all contractual changes and/or additions until the contract has been ratified.

#### Section 4: Finance Committee

1. Shall be composed of the Treasurer and at least two (2) APTA members approved by the Executive Committee.
2. Shall prepare a budget for the Association for submission and approval at the spring general meeting.
3. May submit additional requests for funding for the current fiscal year to the Executive Committee.
4. Shall prepare the reporting form for expenses for Executive Committee approval.

#### Section 5: Audit Committee

Effective September 1, 2003 and each year thereafter, the Association shall convene a committee of at least three (3) members at-large to conduct an internal financial review according to a format recommended by the New York State United Teachers and the AFT Executive Council. In the alternative, the Association may contract for an outside annual audit that meets the standards of generally accepted accounting practices. Either of these reviews must be made available to the membership of the Association by January 15 of each year.

#### Section 6: Nominations Committee

1. The Nominations Committee shall consist of one building representative from each of the district buildings.
2. The Nominations Committee shall present a slate of Executive Officers prior to the spring general meeting. Members must submit names of those wishing to run for office to the committee prior to the April executive committee meeting.
3. Nominations will only be accepted from the floor in the absence of nominations for that particular office by the April meeting.

#### Section 7: N.Y.S. Retirement Delegate

1. Attends all meetings and conferences related to the N.Y.S. Retirement System.

2. Plans the retirement party.

#### Section 8: Retirement Liaison Representatives (one member and one retiree)

1. Contact all retirees.
2. Maintain communication to share information with retirees.
3. Hold meetings to expand membership and utilize expertise of retirees.

#### Section 9: Public Relations Coordinator to the Committees and Chairpersons

1. Will take care of all advertising.
2. Will submit articles to newspapers.
3. Will publish the APTA newsletter.
4. Will set up and maintain a web page.

#### Section 10: Additional Committees

Additional committees may be needed to conform to conditions of the contract. The Executive Committee will decide how the members of these committees will be selected.

### **Article IX: Parliamentary Authority**

Section 1: Roberts Rules of Order, Revised, shall be the authority on all questions of procedure not specifically stated in this Constitution.

Section 2: The president may appoint a parliamentarian whose term shall be concurrent with that of the president's.

### **Article X: Amendment of Constitution**

Section 1: Amendments may be introduced in writing at any annual meeting and shall be voted upon at the annual election by secret ballot in each building.

Section 2: Amendments shall become part of this Constitution when approved by a vote of two-thirds of the voting members.

### **Article XI: Contract Ratification**

Section 1: The President will call a meeting of the general membership once a tentative agreement has been reached, for the purpose of disseminating to the membership. The Negotiations Table Team shall be present to make the presentation and address questions and concerns raised by the membership.

Section 2: The Association shall ratify, within 5 school days of the general membership presentation, by secret ballot, the tentative Agreement. The Association shall ratify the Teachers'

Agreement by secret ballot following the presentation of said agreement. This Agreement shall be ratified by a super-majority (over 60%) of the Association members voting.”

Section 3: Voting must take place on the same day at all buildings, and each member is entitled to a single vote.

Section 4: The members of the Averill Park Teachers Association shall have a new tentative contract proposal in hand for consideration for no less than five (5) school days prior to a ratification vote being taken.

Section 5: The Averill Park Teacher’s Association Constitution will be an Appendix to the printed ratified contract.

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