

5-29-19

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE AVERILL PARK CENTRAL SCHOOL DISTRICT**

**AND THE**

**THE AVERILL PARK TEACHERS ASSOCIATION**

The Superintendent of the Averill Park Central School District ("District") and the Averill Park Teachers' Association ("Association") hereby enter into the following Memorandum of Agreement to amend the 2013-2019 Collective Bargaining Agreement ("Agreement") between the parties. The terms of this Memorandum shall amend the prior Collective Bargaining Agreement and shall be incorporated into a new agreement for the period from September 1, 2019 through August 31, 2023. Any articles, sections or portions of the Agreement not discussed herein shall continue and be incorporated into the successor Collective Bargaining Agreement. The parties understand and agree that the terms of this memorandum of agreement shall not be effective unless and until they are approved by the Board of Education of the District and ratified by the members of the Association.

**1. Article 22, Section 1(A) and Appendices A-C and other professional compensation, (p. 38) -**

-Section 1(A) amend salary schedules as follows:

New schedules for Appendices "A", "B", and "C" are attached for the four years of the new agreement based on the following:

- Teachers – Effective September 1, 2019, an increase of two per cent (2%) to each column on the 2018-2019 salary schedules; effective September 1, 2020, an increase of one and one-half per cent (1.5%) to each column on the 2019-2020 salary schedules; effective September 1, 2021, an increase of one and one-half per cent (1.5%) to each column of

the 2020-2021 salary schedules; and, effective September 1, 2022, an increase of one and one-half per cent (1.5%) to each column of the 2021-2022 salary schedules.

- Teaching Assistants and Health Professionals - Effective September 1, 2019, an increase of three per cent (3%) to the 2018-2019 salary schedules; effective September 1, 2020, an increase of three per cent (3%) to the 2019-2020 salary schedules; effective September 1, 2021, an increase of three per cent (3%) to the 2020-2021 salary schedules; and, effective September 1, 2022, an increase of three per cent (3%) to the 2021-2022 salary schedules.

- Section 1(E), supplemental payrolls – Delete.

- Section 1(F), Professional Hourly Rate – Amend to provide for the following rates effective September 1, 2019:

- Teachers - \$40

- Teaching Assistants - \$30

- Health Professionals - \$35

- Section 1(G), Staff Development Trainer hourly rate – Amend effective September 1, 2019 for one single rate of \$50 per hour.

- Section 1(I), amend to delete present language and replace with the BOE annually establishing the rates based upon County reimbursement rates.

- Section 1(H), EIT Monies, Delete.

- Section 2(B), (C), and (F), Delete current provisions and add new Teacher Leader stipend of \$5,500.00 per year.

- Section 2(D), Summer Work – Amend to read: Members who work the district summer program will be compensated at their hourly rate based on the rates set forth in Section 1.F.”
- Section 2(E), Tech Asst – Delete provision.
- Section 2(I), Volunteer Coordinator – Delete provision.
- Section 2, Director of Nursing – Add a new section to provide for a stipend of \$5,500 for a Director of Nursing appointed by the District.
- Section 2, TA class coverage, amend to add a new section as follows:  
“Class Coverage by TA’s – 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.”
- Section 2(H), add language on mentor stipend from the June 10, 2008 MOA.
- Other than the specific areas set forth above or as may hereafter be specifically mentioned, there are no other changes in the areas of

compensation for the duration of the new agreement.

2. **Article 20, Insurances and Annuities, (p. 30)** – Amend as follows:

- Section 1(D) and (E), amend to delete and replace with the following:  
“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.
- Section 1(B) – Amend to add the following: “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

- Section 3(A), change from sixteen years of service to fifteen years of service;

- Section 3, Retiree Health Insurance – Add a new Section 3(D) as follows:

“Transition Period for the Term of the 2019-2023 Agreement - 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 3A 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 3A above.

This section (Section 3.D) shall sunset and expire on June 30, 2023.”

3. **Article 3, Section 5, Stage 4, Grievance Procedure (p. 6)** – Amend paragraph “1” to read as follows: “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 receipt of the Stage 3 decision.”

4. **Article 5, Employee Rights (p. 9)** – Amend to provide as follows:

- Amend Section 1 to change from “Keys” to “Cards” and as may otherwise be necessary.
- Amend Section 3 to add “technological devices” to reimbursement list;
- Amend Section 4 to read: “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 work responsibilities, and that care of the dependent(s) does not interfere with after their work responsibilities.”
- Add a new Section 9 (which is intended to replace and supercede the “Blodgett Memo” dated August 13, 1986 which shall no longer have any relevance to the issues addressed therein):

“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.”

- Add a new Section 9 as follows: “Health Professionals – If eligible for coverage under Civil Service Law Section 75, no health professional shall be disciplined except through such process.”

5. **Article 6, Sections 1, 2, and 4, Postings (p. 10)** – Amend as follows:

- Amend Section 1 to add: “Postings during the school year will be up for a minimum of five (5) days.”
- Amend Section 2 to add: “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.”
- Amend Section 4 to add: “A copy of the appointment letter will be also provided to the President of the Association.”

6. **Article 7, Section 2(D), Involuntary Reassignment (p. 11)** – Amend to provide as follows: “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 by the teacher or it is a return to the same grade level immediately preceding the transfer.”

7. **Article 9, Changes in Basic Textbooks (p. 14)** – Amend the provision to change the title to “Changes in Instructional Materials” and to have the provision read as follows:

“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.”

8. **Article 10, Section 1(B), EDC (p. 15)** – Amend to provide for a committee comprised of 9 members, with 4 designated by the Superintendent and 4 designated by the Association President and the final member jointly selected.

9. **Article 14, Section 1.D, Personal Leave (p. 19)** – Amend to change from three days to four days.

10. **Article 15, Sick Leave (p. 20)** – Amend to provide as follows:

- Amend Section 1 as follows: ~~“Except for first year hires, m~~ Members of the Averill Park Teachers’ Association shall be entitled to eleven ~~twelve~~ (11~~12~~) 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. ~~First year hires will be credited with five (5) days sick leave upon initial employment and will receive one (1) additional day per month worked until a total of twelve (12) days are accrued.~~ 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 pro-rated 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 ~~twelve~~ (11~~12~~) 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).

- Amend Section 4, Sick Leave Pool, to provide as follows:

Delete second sentence in “A” that states “The District will match each

contribution”. The parties agree to meet to discuss any additional changes to the language in this section.

11. **Article 18, In-Service Credits (p. 27) –**

- Amend the first sentence in Section 2(A)(4) to read: “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.”
- Amend Section 3 by adding the following: “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.”

12. **Article 19, Teaching Hours and Teaching Load (p. 28) –**

- Amend Section 1, Teachers (K-12), to add a new 4 as follows: “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 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.”
- Section 1.B.1 – Amend to provide as follows: “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.” The parties agree to meet to discuss the possibility of providing additional planning time for K-5 special education and ENL teachers.

- Section 1.B.3 - Amend to change from a minimum of three to four half day conferences, three in the fall and one in the spring.
- Section 1. B.2 – Delete provision.
- Section 1.B.4 – Amend to read as follows: “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.”
- Section 1.D – Delete Department Chairs, Team Leaders, and Coordinators and replace with Teacher Leader Language as follows: “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 3 – Amend the second sentence to read: “The regular instructional day at the elementary level will not exceed six (6) hours and forty (40) minutes.” Merge all three levels to state that “The regular instructional level K-12 shall not exceed six (6) hours and forty (40) minutes.”
- Section 1(C)(3) – Amend to add the following: “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.”

13. **Article 21, Extra-Curricular Assignments (p. 32)** – Amend as follows:

- Section 1(A), Sports –  
Amend payment section to delete link to the BA schedule and provide for the following increases during the new agreement, all based on the 2018-2019 rate:  
For Varsity level positions, 5.5%, 5.5%, 4%, and 4%;  
For all others, 3%, 3%, 2%, and 2%;  
Amend Levels to separate out Varsity and other sports all as shown on the attached. Provide that effective September 1, 2023, such rates shall be increased the same rate as the salary schedules.  
Amend levels to remove Head Modified Football (no August preseason), JV Football Assistant, JV Wrestling Assistant, and Modified Football Assistant (no August preseason). Add Modified Outdoor Track and Field to Level VII, Varsity Softball Assistant, Varsity Volleyball Assistant, and Varsity Baseball Assistant to Level IV, Modified Wrestling Assistant to Level VIII, and change “Basketball Cheerleaders” to “Competitive Cheerleading”.  
Amend to move Head Varsity Indoor Track and Field, Assistant Varsity

Indoor Track and Field and Varsity and JV Competitive Cheerleading all up one level. Move Head Modified Football, Varsity Tennis, and JV Tennis all down one level.

- Section 1(A)(2), Post Season – Delete section.
- Section 2, Extra-Curricular Activities – Amend as follows:  
Amend pay for each year of the contract as follows (to the nearest whole dollar) – 4%, 4%, 3%, and 3%.  
Amend process language to reflect the ECC/A committee to have 7 members so that each level can be represented (elementary, middle school, and high school), to provide that 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.
- In Sections 1 and 2, eliminate the supplemental payroll;

14. **Article 23, Miscellaneous (p. 40)** – Amend as follows:

- Amend Section 10a to restore a requirement for notification no later than February 1<sup>st</sup> to be eligible for the retirement incentive to match sick leave payout.
- Add a new Section 12 as follows: “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.”

- Add a new Section 13 as follows: “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.”
- Add a new Section 14 as follows: “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.”

15. **Article 24, Duration (p. 44)** – Amend to provide for a new term of September 1, 2019 through August 31, 2023.

16. **Limited Retirement Opportunity** – The parties agree that any member who has otherwise satisfied the requirements of Article 23, Section 10, but have passed their “first year of eligibility to retire without benefit reduction” and Article 15, Section 7(C) are eligible for a one-time only exception to receive the benefits of this provision (and Article 15(C)) so long as the retire effective June 30, 2019 and submit an irrevocable letter of resignation for the purposes of retirement no later than June 28, 2019.

17. **Electronic Grade Books** – the Superintendent and Association President agree to form a committee to review the use of electronic grade books and the best practices for teachers, students, and parents regarding such electronic grade books. The committee shall make recommendations to the Superintendent and Association President for any further consideration.

17. Make any editorial and date changes and incorporate prior MOA's as may be mutually agreed upon.

DATED: May 29, 2019

FOR THE SCHOOL DISTRICT:



James Franchini, Ed.D.

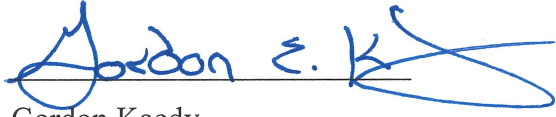
Superintendent of Schools



Michael Ouimet

Assistant Superintendent

FOR THE ASSOCIATION:



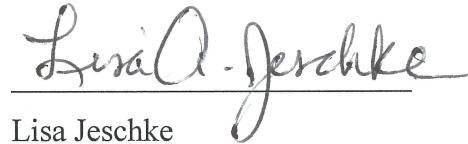
Gordon Kaedy

President



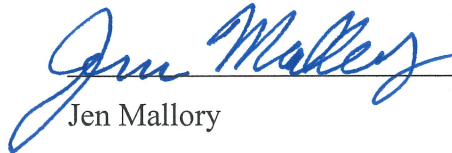
Dan Fairchild

Bargaining Team Member



Lisa Jeschke

Bargaining Team Member



Jen Mallory

Bargaining Team Member